Contract No.
Ventspils

\_\_\_\_\_\_, 2012

Ventspils University College (hereinafter referred to as School), represented by the Rector Jānis Eglītis, who acts in accordance with the Statutes of School, as the one party hereto, and \_\_\_\_\_\_, represented by \_\_\_\_\_\_ (hereinafter referred to as Agent), as the other party hereto, have concluded this contract as follows:

The Agent shall undertake to recruit students for School's study programmes.

- 2. School's International Office informs Agent about current year study programmes by sending detailed programmes' description, enrolment procedure description, and application form.
- 3. Agent shall continue to work with the same information sent by School's International Office until the new or additional information about programmes for international students is received from the School.
- 4. The Agent shall undertake to provide to any interested person the information about the School as stipulated in this contract.
- 5. Any student who has submitted the requested documents and met the requirements mentioned under in this Section shall be deemed recruited by the Agent:
  - 5.1. he/she has all the necessary documents for conclusion of the study contract and enrolment;
  - 5.2. he/she has paid the registration fee;
  - 5.3. he/she has concluded a study contract with the School for studies in the study programme;
  - 5.4. he/she has paid in full the tuition fee foreseen in the contract with the School for the study year;
  - 5.5. he/she has entered and resides in Latvia legally;
  - 5.6. he/she has a temporary Latvian residence permit in connection with his/her studies or for other reasons;
  - 5.7. he/she has valid travel documents;
  - 5.8. he/she has comprehensive medical insurance policy that is valid at least for a year;
  - 5.9. he/she has submitted a written affidavit testifying that he/she has enough funds to cover his minimum existence in accordance with the minimum Salary in the Republic of Latvia.
- 6. The Agent shall sign the Application Form duly filled in and signed by each student, affix a seal (if any), and send a copy to the School either by e-mail or by fax. Upon fulfillment of the requirements mentioned in Section 5 of this contract, the copy of the Application Form shall be deemed sufficient proof of the fact that the student was recruited by the Agent, except for cases mentioned in Section 7 below.
- 7. In case the School has already received a copy of Application Form signed by the aforementioned student from another agent, or such student has already submitted to the School documents necessary for registration and conclusion of the study contract, or such study contract has already been concluded by the student and the School, such a student shall not be deemed recruited by the Agent. The School is obliged to advise the Agent of the existence of the aforementioned circumstances, due to which the student cannot be deemed recruited by the Agent, within 3 (three) working days of receiving a copy of Application Form mentioned in Section 6 above from the Agent sent by e-mail or fax. Upon the Agent's request, the School shall be obliged to produce to the Agent documents certifying the circumstances, due to which the student cannot be deemed recruited by the Agent, by sending their copies by fax, e-mail or ordinary mail.
- 8. The terms of payment between the School and the Agent shall be as follows:
  - 8.1. The School shall pay the Agent from the first year tuition fee of the recruited student;
    - 8.1.1. 10% (ten percent) for each recruited student;
  - 8.2. The School shall advise the Agent on the possibility of payment for the services rendered within 5 (five) working days upon fulfillment of the conditions stipulated in Section 5 of this contract.
  - 8.3. The Agent shall send an invoice to the School with 0% (zero percent) VAT.
  - 8.4. The invoice shall be deemed as a bill of acceptance (hereinafter Bill) of the fact that the Agent has rendered and the School accepted services of the scope and quality foreseen in this contract. The School by honoring the

- invoice attests that they have no complaints regarding the abovementioned Bill.
- 8.5. The School shall transfer the payment to the Agent for services rendered within 10 (ten) working days from the date of receipt of the invoice withholding any bank charges for the transfer.
- 8.6. Any VAT on the amount paid shall be paid by the School in accordance with the normative enactments.
- 8.7. Upon signing this contract the School is deemed to have advised the Agent on it taxpayer registration number that is mentioned at the end of the contract.
- 9. The School reserves the right to refrain from concluding the study contract in the study programme on reasonable grounds. However it shall undertake not to exercise such rights either maliciously or injuriously.
- 10. The Agent shall act for the benefit of the School but on its behalf. No obligations assumed by the Agent towards a potentially recruited or already recruited student shall be binding upon the School.
- 11. Upon signing the contract the Agent shall obtain a certificate that shall confirm collaboration between the School and Agent in accordance with this contract
- 12. Upon signing this contract the Agent undertakes:
  - 12.1. not to promote migration and residence of persons in Latvia whose real aim is not to pursue studies, or of persons who have obtained residence permit for the study period by providing false information to the Latvian state authorities regarding themselves or the ability to provide for their minimum existence.
  - 12.2. not to violate Latvian and International normative enactments.
  - 12.3. to observe generally accepted principles of business ethics and morals.
- 13. The Parties hereby agree, that this contract is confidential, and undertake not to disclose its contents, as far as this does not contradict the currently effective Latvian or International legal enactments.
  - 14. Any disputes and differences that may arise due to the improper execution or non execution of this contract or any other issue related to this contract shall be resolved by mutual agreement of the parties. In case the above disputes and differences cannot be resolved the same must be referred to the Court. The parties hereby agree to resolve disputes and differences in accordance with the legislation of the Republic of Latvia.
  - 15. All amendments and additions to the present contract shall be drafted in a written form and duly signed by both parties and upon signing shall form an integral part of this contract. Oral agreements between the parties shall not be deemed binding.
  - 16. This contract shall come into force from the moment of its signing by the both Parties, and remain valid till December 31, 2012. If neither of the Parties gives to the other a notice of termination of this contract one month before expiration of its term, the contract shall be automatically renewed for another calendar year.
- 17. This contract may be terminated by a prior written notice of 1 (one) month by the Parties.
- 18. This contract by coming into force automatically cancels all previous contractual obligations if there were any.
- 19. This contract is drawn up in duplicate in English, one copy for each Party. Both copies of the contract are of identical judicial force.
- 20. Signatures and legal addresses of the parties:

The School:

The Agent:

Ventspils University College VAT Reg. No.LV 90000362426

Inženieru iela 101 LV-3601 Latvia	
J.Eglītis	
, 2012	, 2012