

Letter of Agreement

Date:

Contact Name:

Agency Name:

This is to formalize the agreement between: and English Language Academy (ELA), University of San Diego, hereinafter referred to as ELA is hereby accepted as a representative for ELA. In accordance with university policy, this not an exclusive agreement and ELA may make similar agreements with other representatives.

1. As a representative for ELA, your activities may include contacting university counselors, students, corporations, business and professional associations, and other relevant groups for the purpose of providing accurate information and recruiting prospective students for ELA.
2. By signing the Letter of Agreement, you acknowledge you have read the ELA Code of Ethics (attached to this agreement).
3. As a representative, you are an independent contractor and not an employee of the University of San Diego or ELA. The university and ELA are not responsible for your business expenses or for the payment of any taxes.
4. ELA will provide program brochures, application forms, and other appropriate materials.
5. As a representative, you will be compensated for your services on a per student applicant basis. Effective, the agency discount will be as follows: Once the GROSS fees for the Adult Programs are received by the ELA, a 23% commission per student applicant will be dispersed to the agency; and 25% commission for the Junior Programs (not including airport transfers). Or the NET fees are collected if sent directly by the agency.
6. Payment for open enrollment programs is due in full before the first class meeting. The payment schedule for custom programs is negotiable on a case-by-case basis.
7. In accordance with Immigration and Naturalization Services regulations, ELA will issue an I-20 form only upon receipt of a written application form signed by the student and a financial guarantee. ELA retains all rights pertaining to the admission or non-admission of non-applicant.
8. The name of the University of San Diego is not to be used in any publication, advertisement, or news release without prior approval of the University of San Diego. Any copyrights or publication rights arising from or relative to materials developed by the University of San Diego in connection with this agreement shall belong to the University of San Diego. In any advertisements utilizing the name of the University of San Diego, you may not imply exclusive representation of ELA, but you may use the title "representative."
9. As a representative for ELA, you may not imply to students that successful completion of the ELA program guarantees acceptance into the University of San Diego.
10. The term of this agreement shall begin and extend until the agreement is terminated by either party. Termination may be done by either party in writing.

Francine Chemnick
Director of International Programs, English Language Academy, University of San Diego

Date

Representative's signature

Date

Representative (print first and last name)

Please sign and return a copy of this agreement. All advertisement must have prior approval.