



Bangladesh Address:

House-54/A,1st Floor, Rd 132,
Dhaka 1212, Bangladesh
Phone: +880 1715482363
Mob:+8801990225993 (W/A)
Mob:+8801778528299 (W/A)
Email : info@ci-gsc.com

Swiss Address:

Av de travail 19.
1007 Lausanne
Switzerland.
Phone:+41 079 471 95 92
Mob: +6581720897 (W/A)
Email : swiss@ci-gsc.com

PARTNER AGENCY AGREEMENT

Parties

1. **GSC (Global Study Contacts)** of Av de travail 19.1007 Lausanne. Switzerland and House 54/A, 1st Floor, Road-132, Gulshan-1 Dhaka-1212, Bangladesh (hereinafter referred to as the '**Lead Agency**')
2. **JESVALU ADVENTURE GLOBAL LIMITED** of 16 Lawanson Rd,Surulere ,Lagos,**NIGERIA** . (Hereinafter referred to as the '**Partner Agency**')

Whereas

The Lead Agency will endeavor to secure Agency Agreements with Institutions around the world.

The Partner Agency agrees to recruit students from **NIGERIA** on behalf of the Lead Agency.

The parties hereby **AGREE** as follows:

This Agreement shall be for an initial period of **two years** commencing from **20th November, 2024** to **19th November,2026**, following which the Agreement may be reviewed and an extension agreed with the consent of both parties for a further fixed period.

The Partner Agency shall recruit students on behalf of the Lead Agency for the Institutions that have signed Agency Agreements with the Lead Agency in accordance with the Terms, Responsibilities, Rights and Code of Conduct outlined in this Agreement.



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Duties and Responsibilities of the Partner Agency:

1. The Partner Agency shall always act in good faith and with sincerity in dealing with the Lead Agency.
2. The Partner Agency shall actively promote the programmes offered by the partner Institutes of the Lead Agency to prospective students, taking into account regional market trends and needs and also looking into students' career aspirations, goal or pursuit whilst recommending degree programmes to prospective students.
3. The Partner Agency shall send without undue delay all application forms and prospective student's admission processing documents to the Lead Agency.
4. The Partner Agency agrees to use promotional materials that are appropriate and approved by the Lead Agency. Where applicable, all promotional materials, advertisements or other forms of publicity must be approved in advance by the Lead Agency. The Lead Agency retains the right to disapprove any promotional materials that does not meet its specified guidelines or was not submitted for approval.
5. The Partner Agency agrees to assist student applicants to complete **GSC's Online Application Form via the GSC Portal**, including uploading the supporting documents on behalf of the applicants.
6. Ensure that all represented students pay their tuition fees on time within the deadlines specified on their Conditional Offer Letters.
7. The Partner Agency will actively feedback to the Lead Agency any significant changes, new market trends or development that may affect the student recruitment targets agreed with the Lead Agency.



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8. The Partner Agency shall provide the Lead Agency with an Invoice, accompanied by a statement of the names, student numbers, programme of study and fees paid in respect of students recruited by the Partner Agency.
9. The Partner Agency agrees to keep confidentiality of information and personal data of students safe at all times. (Scans of passports, academic details, resumes, health records etc) and agrees not to engage in any form of activity that will jeopardise the confidentiality principle.
10. Have an up-to-date knowledge at all times of market trends and developments in their region and assist the Lead Agency with this knowledge in order to make the Institute Partners of the Lead Agency more relevant in **NIGERIA**.
11. The Partner Agency agrees to give appropriate and professional counsel to students and help in their enrolment onto the programme by ensuring that prospective students first satisfy all entry requirements for the degree programme of their choice and collecting all necessary documents from prospective students and sending same on time to the Lead Agency for the smooth processing of students' application for Institution admissions. The Lead Agency will not take responsibility for slow application process caused by incomplete entry documents of applicants.
12. The Partner Agency agrees to actively promote the Lead Agency and the Institutions it represents by organising seminars, promotional and marketing campaigns and other relevant marketing activities to ensure a healthy flow of students through the Lead Agency to our Institute Partners.



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13. The Lead Agency shall always act in good faith and with fairness, when dealing with prospective students referred from the Partner Agency.

Obligations of the Lead Agency

14. The Lead Agency will provide adequate training to the Partner Agency about the programmes, admissions criteria, fees structure and on relevant information needed for effective and efficient marketing of the courses offered by the Institute Partners of the Lead Agency.
15. The Lead Agency will provide promotional materials for all programmes to enable the Partner Agency successfully recruit students for the courses offered by the Institute partners of the Lead Agency.

Code of Conduct for the Partner Agency

16. To act professionally and competently at all times while dealing with students on behalf of the Lead Agency.
17. To provide informed career guidance and counselling to students and parents/sponsor of prospective students with the career interest of the student at the centre.
18. To protect the good name of the Lead Agency and not intentionally relegate the Lead Agency's brand name by acting in an unprofessional or inappropriate manner while dealing with prospective students on behalf of the Lead Agency.



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19. To make sure that prospective students have read all the terms and conditions regarding payments and refunds by the Institute Partners of the Lead Agency.
20. To be diligent in collating and submitting all entry documents of students on time for smooth processing of admission.
21. To act professionally and demonstrate appropriate professional standards expected of partners of the Lead Agency by not engaging in any rude or inappropriate behaviour towards our student clients.
22. To advise the Lead agency immediately if they detect any fraudulent documentation submitted with any prospective student application.
23. The Partner Agency must not contact any institution directly, all the communication must go through the Lead Agency.

Commission Payments

24. For the above services and duties resulting in the enrolment of students and in order to accommodate cases where students withdraw from the University and require refunds, the Partner Agency shall receive commissions on tuition fees paid by students after successful enrolment at the Institution and the Lead Agency's receipt of payment from the University.
25. The Partner Agency will be required to submit a Claims Invoice not earlier than 7 weeks after the student's successful enrolment at University and pay full fees (unless the Lead Agent's Agreement with the Partner University stipulates a longer period for payment), following which commission will be paid within fifteen (15) working days of the Lead Agency's receipt of payment from the University Partner.

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26. The Partner Agency will receive following percentage of commission from Lead Agency

No. of enrolled students per semester (each institute) (for all Lead Agency's representative Education Providers)	Partner Agency will receive % of the commission received by Lead Agency from the representative Education Provider(s)
If 01-05	75%
If 06-10	80%
If 10>	90%

*** Also be note that you are entitled to receive extra commission if you can send us at least 15 students for a particular institute in a semester. ****



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Terms and Conditions of this Agreement

27. Commission is only paid on tuition fees. No fees or other charges are applicable in this respect.
28. In the event of a refund to student of fees paid, commission will not be paid to the Partner Agency. In the situation where commission has already been paid to the Partner Agency, the Lead Agency will use its discretion either to request the refund of the net of commission Amount (or gross of commission amount to deduct the commission from future commission payments to the Partner Agency).
29. In the event where this Agreement was terminated before a refund case was flagged for a student introduced by the Partner Agency, the Lead Agency reserves the right to make a commission call back on the Partner Agency or pay the refund amount net of commission already paid.
30. This agreement can be terminated at any time by either of the parties in this agreement giving the other six (6) months' notice, except for the clause of a significant breach by the Partner Agency in this agreement which results in summary termination of this Agency Contract.
31. If there is any disparity between this written agreement and any other agreement (oral or written), between the parties in this agreement, (except in a case of a whole new agreement, made to replace this Agreement and signed by both parties) this Agreement will prevail.



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32. The parties to this Agreement appreciate that the Partner Agency cannot guarantee admission to students on behalf of the Lead Agency. Each student will go through the normal admission process for securing a place with the Institute Partners of the Lead Agency.

Signed by and on behalf of **GSC (Global Study Contacts)**

Name: **Mahbub Hasan**

Position: **Business Development Director**

Mahbub Hasan
Signature:



Date: 20th November 2024

Signed by and on behalf of **JESVALU ADVENTURE GLOBAL LIMITED, NIGERIA.**

Name:

Position:

Signature:

Date: