*FLORIDA INSTITUTE OF TECHNOLOGY*

MARKETING CONSULTANT AGREEMENT

Name of Organization (Consultant):

Contact Person:

Mailing address:

Telephone: Email:

Web URL:

This Marketing Consultant Agreement ("Agreement") is made and entered into on July 1, 2024, by and between the FLORIDA INSTITUTE OF TECHNOLOGY (FLORIDA TECH) and Consultant who agree as follows:

1. Purpose of Agreement. The Agreement sets forth the terms and conditions upon which the FLORIDA TECH retains the Consultant to assist in the FLORIDA TECH's student recruitment.
2. Term of Agreement. This Agreement commences July 1, 2024, for a one-year period. Renewal each year requires the concurrence of both parties and a signed new Marketing Consultant Agreement unless otherwise terminated in accordance with the terms and conditions under the Agreement. The FLORIDA TECH reserves the right to terminate the Agreement immediately and without prior notice if the Consultant violates any of the conditions and responsibilities contained herein.
3. Terms and Conditions. The parties will have the following responsibilities under this Agreement:

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# Services to be provided by the Consultant:

1. The Consultant is retained and authorized to recruit students for undergraduate and/or graduate academic programs offered by the FLORIDA TECH.
2. The services and responsibilities of the Consultant to the FLORIDA TECH shall include promotion of the FLORIDA TECH, its programs, and other services including post-admission assistance in obtaining immigration documents and F-1 student visa appointment as well as accommodation for students. The Consultant shall also give advice to prospective students and families to ensure they have a full understanding before committing to enrollment.
3. The Consultant will communicate the appropriate FLORIDA TECH address, telephone numbers and email addresses to prospective students and their families.
4. The Consultant will maintain a good reputation and refrain from engaging in any false, misleading, or deceptive conduct that might cast discredit on the Consultant's organization or the FLORIDA TECH and thereby deter prospective students who may wish to avail themselves of the Consultant's services.
5. In the advising of prospective students and dissemination of information, the Consultant shall take all reasonable measures to ensure that only factual and up-to-date information is given.
6. The Consultant shall advise and screen all prospective students during the application process. They will ensure their advised students submit a completed electronic application through the FLORIDA TECH website and upload certified copies of all original transcripts (with English translations), financial guarantee letters, English language proficiency, copy of their passport photo page and any other documents required by the FLORIDA TECH in the application process.
7. The Consultant shall endeavor to introduce and recommend individuals who are qualified for admission both financially and academically. The Consultant will adhere to the minimum FLORIDA TECH requirements set forth in the academic preparedness section of the admission guideline set forth in the [Graduate Admission Guidelines](https://www.fit.edu/admissions/applying/graduate/) and [Undergraduate and International Admission Guidelines](https://www.fit.edu/admissions/applying/international/). Annually, the Consultant will be assessed based on adherence to the admission guidelines.

**Undergraduate Policies**

* Undergraduate freshman and transfer applications must be submitted via the Florida Tech [FLORIDA TECH Application.](https://admissions.fit.edu/apply/) Applications submitted via the Common Application may not be claimed by an agent.

**Graduate Policies**

* All graduate applicants must pay an application fee (Master’s: $60, Doctorate: $80).
* When advising graduate applicants, agents must refer to the [Graduate Admission Requirements](https://www.fit.edu/admissions/applying/graduate/) webpage to determine application requirements for each program.
* Minimum GPA requirements: Master’s: ≥ 3.0/4.0 Doctorate: ≥ 3.2/4.0
* Students applying from a three-year bachelor granting institution in India or Europe must be accredited by the National Assessment and Accreditation Council with an “A” or higher or be part of the [Bologna Process](http://ehea.info/page-full_members).
* Applicants from Indian institutions must provide First Class or higher degrees.
1. The Consultant must advise and ensure recruited students identify the Consultant as an agent on their admission application. Students must indicate that they are working with an agent and provide their agent’s contact information when they initially submit their application. Students must complete the following questions on the Florida Tech [FLORIDA TECH Application](https://admissions.fit.edu/apply/) to provide their agent’s contact information:
* Q: “How did you first learn about Florida Tech?” A: “Referral – A recruiting Consultant or agent told me about you”
* Q: “Are you working with an international recruiting consultant?A: “Yes”
* The “Recruiting Consultant/Agent Information” fields will then be available. Student’s must input the agency’s name and contact information in the following fields: “Name of Agency,” “Name of Consultant,” “Consultant Email Address,” “Consultant Phone Number.”

In the case that a student neglects to provide their agent’s contact information when they initially submit their application, the agent must notify the Office of Admission via email *within 10 calendar days* of submission. Undergraduate contact: admission@fit.edu Graduate contact: grad-admission@fit.edu

1. The Consultant will request any application updates after submission via email. Changes requested by the prospective student will not be completed until the agent has confirmed. Update requests must include the student’s complete name and application ID.
2. The Consultant will not, under any circumstances, hold, collect, or accept any monies from prospective students for the following purposes: payment of tuition, room, meal plan and fees. All such payments will be made directly to the FLORIDA TECH.
3. The Consultant may advertise the programs of the FLORIDA TECH in newspapers, magazines, websites, etc. only with the prior written approval of the FLORIDA TECH. For advertisement in specific publications, the Consultant will also send to its designated FLORIDA TECH admission contact person one complete issue of the publication, which will contain the advertisement. The FLORIDA TECH does not conduct “on the spot” admissions and will not permit advertising of Florida Institute of Technology in association with any institution that does.
4. At the request of FLORIDA TECH, the Consultant will represent/participate in college fairs and exhibitions on behalf of the FLORIDA TECH. The successful enrollment of students due to these college fairs will be considered as referred and recruited by the Consultant and the same terms will be applied to such students as generally recruited students. The cost of participation in such fairs will be borne by the FLORIDA TECH.
5. Marketing consultants are not to make any promise or infer automatic admission or receipt of a scholarship from the FLORIDA TECH.

FLORIDA TECHFLORIDA TECH

1. The Consultant must assist in confirming an admitted students’ intent to enroll at the FLORIDA TECH after notification of admission. Admitted students are required to pay a $300 non-refundable tuition deposit, directly to the FLORIDA TECH, as a means of confirming their intent to enroll. The tuition deposit, along with a copy of the student’s passport, financial guarantee, proof of English proficiency and I20 request form are required prior to issuing an I-20.

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# Services to be provided by the FLORIDA TECH:

1. The FLORIDA TECH will incur the cost to provide and ship the Consultant admission brochures along with any other relevant materials or promotional literature. The FLORIDA TECH shall endeavor to provide complete and up- to-date information about its programs, course description fee schedules, and admission policies to assist in the proper counseling of prospective students. The FLORIDA TECH shall also participate in the Consultant's major marketing activities.
2. The FLORIDA TECH will provide the Consultant with information about new programs offered by the FLORIDA TECH in a timely manner. The FLORIDA TECH shall answer any inquiries and send all correspondence and related documents to the Consultant promptly via the most efficient means.
3. The FLORIDA TECH will have the sole authority to admit students referred to the FLORIDA TECH by the Consultant.
4. The FLORIDA TECH will deliver all associated admission acceptance materials to the student electronically. It will include information for English proficiency requirements, financial guarantee requirements and I20 processing requirements to obtain student visa.
5. The FLORIDA TECH will review the Consultant's performance annually.

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# Payment to the Consultant

1. The FLORIDA TECH agrees to pay a one-time marketing fee for each student recruited by the Consultant. This fee is towards the expenses related to marketing, promotion, and student consultation. Marivi Walker (mvwalker@fit.edu or +1 321-674-8322) is the contact person regarding invoices and payments.

Fee Structure for Enrolled Undergraduate (Bachelor's) Students in a recruitment year, each semester intake will be invoiced and calculated independently (August (fall), January (spring) and May (summer) enroll dates). This agreement is effective for students enrolling Fall 2024 and into the future providing an existing and valid contract is in effect: $4,500 per student.

Fee Structure for Enrolled Graduate (Master's and Doctoral) Students in a recruitment year, each semester intake will be invoiced and calculated independently (August (fall), January (spring) and May (summer) enroll dates). This agreement is effective for students enrolling Fall 2024 and into the future providing an existing and valid contract is in effect: $2,500 per student.

1. The Consultant must adhere to the following invoicing guidelines to receive payment from the FLORIDA TECH:
* The Consultant must have an up-to-date Supplier Information Packet on file with the FLORIDA TECH.
* The semester’s invoice is due to Florida Institute of Technology’s Office of Admission no later than sixty days (60) after the start of the semester (October 15th for Fall semester; March 15th for Spring semester; and June 23rd for Summer semester). There will be no exception to the sixty (60) day deadline. Late invoices are not accepted and will not be paid.
* All invoices must be on company letterhead with full company identifiers: Company name, address, phone number, fax number (if applicable), email address.
* Invoices must contain enrolled students for that semester intake only. Verify with your student(s) that he/she is currently on Florida Tech’s campus and in our physical classrooms. Florida Institute of Technology expects each partner to work with and guide their students straight through the immigration and enrollment process. We will not go through a list of applicants/admitted students for you to identify who enrolled. As our partner, we expect your company to be aware if a student is enrolled at Florida Tech.
* Each enrolled student must be listed as a separate line item on the invoice and include the following information.
	+ Full name (must match the name on the application)
	+ Birth date
	+ Florida Tech application ID number
	+ Florida Tech student ID number
	+ Education level (undergraduate or graduate)
	+ Intake term – season and year (1 term per intake/per invoice)
	+ A dollar amount of commission must be listed next to each student.

After the FLORIDA TECH has received the invoice from the Consultant, the FLORIDA TECH will verify the students’ continued enrollment at the fifth week of classes (SEVP census) and remit to the Consultant fees earned the month following the conclusion of census. The FLORIDA TECH will not pay a marketing fee if the student withdraws from his/her course of study within the official refund period. The fee shall be remitted in form of a wire transfer or international bank draft (US$) to the Consultant.

1. In cases where a student applies directly to the FLORIDA TECH and subsequently takes services from the Consultant, such students are considered as regular students for purposes of marketing fees. However, in such cases, the Consultant will provide conclusive evidence of the services provided to each student in question.
2. In cases where two consultants claim reference to one student, the Consultant first referenced to the FLORIDA TECH Admission Office will determine who is the recipient of the marketing fee.
3. In cases where a student works with one Consultant to apply and receive an admission decision, but then switches Consultants for the immigration and enrollment process, Florida Institute of Technology will pay the first Consultant (application and admission) the marketing fee.
4. In cases where a student previously attended the FLORIDA TECH, took a leave of absence, and then was readmitted, the FLORIDA TECH will not pay a marketing fee to the Consultant. The marketing fee is one-time only and will only be paid for the original intake term.
5. The FLORIDA TECH reserves the right to review any potential negligence or misuse of the established process, polices and standards of conduct agreed to by way of this agreement. The Consultant is obligated to provide information requested during this review. Payments will be withheld during this review and if determined to have occurred of it the Consultant fails to participate, payment for the noted intake will be negated.

# Relationship of the Parties.

# Consultant and any of its’ affiliates are not employees of FLORIDA TECH, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and FLORIDA TECH for any purpose. Consultant has no authority (and shall not portray itself as having authority) to bind FLORIDA TECH. Consultant shall not make any agreements or representations on FLORIDA TECH's behalf without FLORIDA TECH's prior written consent.

#  Consultant will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by FLORIDA TECH to its employees, and FLORIDA TECH will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Consultant’s behalf. Consultant shall be responsible for, and shall indemnify FLORIDA TECH against, all such taxes or contributions, including penalties and interest.

# Consultant shall collaborate with the Company to perform the services in the means, manner, and methods detailed by the Company. The Consultant has the right to perform the Services at any time, place, or location. The Consultant shall be the sole individual performing the Services. The Consultant shall provide insurance coverage for itself.

# Confidentiality

# Consultant agrees to hold in strict confidence and not, directly or indirectly, use, disseminate or disclose any proprietary information, trade secrets or any other confidential knowledge or information of FIT, or any FERPA protected information of prospective students, which may be disclosed to Consultant as a consequence of or in connection with the Work, without having first obtained written permission from FIT or the prospective student.  The foregoing agreement and restriction shall not apply to any information that Consultant can demonstrate (i) was already in its possession prior to the date of this Agreement; or (ii) becomes public knowledge through no act or omission of Consultant. This shall survive the termination of this Agreement.

# Assignment

# Consultant shall not assign, delegate or subcontract any other consultants or third-parties in performance of the services of this agreement without FLORIDA TECH approval. Consultant shall provide written notice of intent to assign, delegate or subcontract to FLORIDA TECH. Marketing consultants are also not permitted to engage sub-agents to represent Florida Institute of Technology without the permission of the FLORIDA TECH.

# Indemnification

# Consultant shall defend, indemnify, and hold harmless FLORIDA TECH and its affiliates and their officers, trustees, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from Consultant’s material breach of any representation, warranty, or obligation under this Agreement. FLORIDA TECH may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Consultant.

# Arbitration

# Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services Consultant provide to FLORIDA TECH, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration conducted in Brevard County. The parties waive all rights to a trial by jury in this Agreement.

# Entire Agreement

This Agreement contains the entire Agreement between the parties, and it may not be changed orally or by any agreement between parties unless in writing, signed and acknowledged by both parties.

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# Invalidation of Particular Provisions

If any item of this Agreement shall be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the extent permitted by law.

# Governing Law

This Agreement is made in Florida and shall be construed according to the laws of the State of Florida.

 This Agreement has been executed as follows:

For (Consultant) For Florida Institute of Technology

Kimberly Williams

Chief Financial Officer

Date Date