

**AFFILIATION AGREEMENT FOR CONSULTATION AND RELATED SERVICES BETWEEN
FORMAL COMPANY NAME
AND THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE, FOR AND ON BEHALF
OF THE UNIVERSITY OF COLORADO DENVER | ANSCHUTZ MEDICAL CAMPUS**

Formal Company Name (hereinafter referred to as AGENT NAME) is located at address, COUNTRY. AGENT NAME is a for-profit consulting agency which facilitates student enrollment abroad for a full degree and/or English language training.

The UNIVERSITY OF COLORADO DENVER (hereinafter referred to as CU Denver) is a public institution with thirteen schools and colleges. For the purposes of this agreement, CU Denver is defined as the Denver Campus and the Anschutz Medical Campus. The vision of the University of Colorado Denver is to be a diverse teaching and learning community that creates, discovers and applies knowledge to improve the health and well-being of Colorado and the world.

AGENT NAME and CU Denver agree to cooperate on international student recruitment and retention in accordance with the NAFSA: Association of International Educators Statement of Ethical Principles¹. As such, each organization agrees that:

- Student welfare is the first priority;
- Culturally sensitive and ongoing communication with prospective students is essential;
- Accuracy, honesty and accountability with partners, prospective students and enrolled students are hallmarks of ethical promotion and retention;
- Trained recruiters, marketers, advisers and others must be aware of ethical issues and be trained to act responsibly in the recruitment and retention process; and
- This is a non-exclusive agreement and CU Denver can appoint other recruiters as it may choose in any country or area.

AGENT NAME will assume the following responsibilities:

1. Distribute written materials to prospective applicants which include clear statements regarding AGENT NAME's services; fee structure, including what is and is not included in AGENT NAME fees; refund policy, including dates for calculating refunds; and guarantees, including what AGENT can and cannot guarantee, before students enroll in AGENT NAME services. AGENT NAME will take reasonable measures necessary for prospective applicants to understand and acknowledge the nature of the relationship between AGENT NAME and CU Denver. AGENT NAME agrees to provide any published material that references CU Denver to CU Denver for review and approval.
2. Promote and publicize educational opportunities at CU Denver to ensure that the quality and value of attending CU Denver are widely advertised to prospective applicants who have the necessary educational background, intellectual capacity, and motivation to succeed as students at CU Denver.
3. Recruit nonresident, international applicants for enrollment at CU Denver consistent with CU Denver's ESL Academy, undergraduate, and graduate admissions requirements, academic guidelines and

¹<https://www.nafsa.org>

policies, and immigration requirements of the United States. Such recruitment activity will not include students who would have otherwise attended CU Denver or were contacted first by another entity besides AGENT NAME.

4. Distribute accurate and up-to-date information to prospective applicants, as provided or verified by CU Denver, including but not limited to the following: admission criteria, processes, procedures, and required documents; academic programs; academic calendar; location and weather; facilities, including accommodations; tuition, fees, and cost of attendance.
5. Offer services related to application to CU Denver, including one-on-one counseling, arranging interviews with CU Denver representatives visiting AGENT NAME facilities, assisting applicants throughout the admission process, assisting admitted students with visa applications, and related follow-up services.
6. Forward complete admission applications to CU Denver in advance of relevant application deadlines.
7. Provide guidance on cultural differences, differences between the American and home country university systems, and social acclimation.
8. Appoint a liaison responsible for all matters concerning this agreement, including communication within AGENT NAME and with CU Denver.
9. Provide to CU Denver a comprehensive and up-to-date listing of all sub-agents, sub-contractors, or other indirect representatives of AGENT NAME who may interact with prospective or current applicants. This agreement and any obligations hereunder may not be assigned or delegated to a third party. Any sub-agents, sub-contractors, or other indirect representatives of AGENT NAME will be considered employees of AGENT NAME and will be subject to the responsibilities and limitations of this agreement.
10. Ensure that all written materials produced by AGENT NAME meet CU Denver marketing and branding requirements. Any such materials must be approved by the CU Denver liaison prior to publication, online or print.
11. Maintain all student related information and records in accordance with U.S. law and CU Denver policy, including Family Educational Rights and Privacy Act (FERPA) and General Data Protection Regulation (GDPR), and obtain any necessary releases for disclosure of student information regarding admitted and matriculated students.

AGENT shall not:

1. Make any representations or offer any guarantees or promises to prospective students about specific courses, programs, or majors they will be able to take or enroll in, or scholarships or financial assistance.
2. Make any overt or implied claim or representation, or offer any guarantees or promises, to prospective students with respect to individual employment following the completion of any of CU Denver's educational programs.
3. Promote academic programs located at the CU Anschutz Medical Campus or offered as extended studies programs on the Downtown Denver campus. CU Denver will provide a list of eligible degree programs.

4. Contest admission decisions or placement recommendations into degree programs by CU Denver or the ESL Academy.
5. Make any representations or offer any guarantees or promises to prospective students concerning any individual students' projected ESL progress beyond materials provided by CU Denver.
6. Contest ESL Academy policies and procedures regarding academic progress, attendance requirements, and academic integrity.
7. Collect any money from students on behalf of CU Denver, for the payment of tuition and fees or any other purpose. CU Denver shall bill and collect all tuition and fees for students recruited by AGENT NAME, either directly from the student or from the relevant third-party sponsor.
8. Recruit, or expect to receive tuition payment for, any student who is a citizen or permanent resident of the United States.
9. Request additional compensation, outside of relevant and appropriate student commissions, for any purpose, including but not limited to: marketing, advertising, visiting campus, or personnel expenses incurred in the performance of this agreement.

CU Denver will assume the following responsibilities:

1. Provide up-to-date written materials or website links that include information on admissions criteria, processes, procedures and documents necessary for the application process; tuition & fees; academic programs; academic calendar; location; facilities, including accommodations; meal plans; etc.
2. Any decision regarding whether to admit, enroll, or matriculate any applicant is solely subject to the discretion of CU Denver. CU Denver will evaluate all undergraduate, graduate, and ESL Academy applicants who submit complete applications to consider whether they meet CU Denver admission requirements, comply with CU Denver timelines and requirements, and the immigration requirements of the United States. CU Denver reserves the right to limit the number of admitted students referred by AGENT NAME based on such factors as available funding for commissions, geographical area saturation, program capacity, and total international student enrollment projections.
3. Respond in a reasonable response time to AGENT NAME inquiries and processing of AGENT NAME student applications.
4. The ESL Academy at CU Denver will inform AGENT NAME within two weeks of decisions related to academic and attendance probation, and subsequent dismissals as a result of a student's violation of ESL Academy policies and procedures with the appropriate FERPA waiver.
5. Provide comprehensive international student services to admitted students referred by AGENT NAME.
6. Pay a commission to AGENT NAME as outlined below.
7. Appoint a liaison responsible for all matters concerning this agreement, including communication within CU Denver and with AGENT NAME. This agreement and any obligations hereunder may not

be assigned or delegated to a third party.

8. Provide regular communications and reports to AGENT NAME regarding individual application status, and updates to CU Denver programs, policies, and procedures.

Both parties agree to the following responsibilities:

1. Comply with all laws and regulations in AGENT NAME's country of registry, the U.S., and the State of Colorado applicable to the activities under this agreement; and
2. Treat this agreement and its contents as confidential, as permitted by law; provided it is understood that CU Denver is a public institution, and, as such, is subject to the Colorado Open Records Act, C.R.S. 24-72-101 et seq., and that CU Denver's obligations under the Colorado Open Records Act supersede its obligations under this agreement.

Effective Dates and Duration

AGENT NAME shall commence services upon receipt of this signed agreement from CU Denver.

This agreement shall initially be in effect for three CU Denver academic years (2021-22, 2022-2023, and 2023-2024) (the "Term") and shall be reviewed annually following this initial three-year period ending 30 June 2024. The Parties may renew this agreement in accordance with the provisions set forth under **Evaluation, Modification, Renewal, and Termination** below. In the event that this agreement terminates in accordance with its terms, the Parties agree to honor commitments to all students currently enrolled, matriculated, and attending courses at CU Denver pursuant to this agreement.

Commissions

ESL Academy Study

For the ESL Academy, the commission per eligible student recruited by AGENT NAME will be USD\$500.00 per 8-week term for up to, and not to exceed, two consecutive terms. CU Denver agrees to pay this commission within 30 days after receipt of the student's full tuition payment and all other CU Denver charges and after all student refunds dates have passed. CU Denver will bill and collect all tuition and fees directly from students recruited by AGENT NAME. CU Denver will only make payment on student accounts that have been paid in full. In the event that a third-party sponsor is responsible for payment of a student's tuition and fees, CU Denver must receive full payment from the third-party sponsor before paying commissions. ESL Academy commission payments are limited to a student's first two full-time consecutive ESL Academy sessions at CU Denver. For cohorts of 6-10 newly enrolled ESL Academy students who meet the conditions of this agreement and begin their studies in the same ESL term, a bonus of USD\$750.00 will be paid; a bonus of USD\$1,500.00 will be paid for cohorts of 11 or more. In the event that a student withdraws from the ESL Academy and is refunded tuition monies after payment has been made to AGENT NAME, AGENT NAME agrees to promptly refund any commission paid by CU Denver to AGENT NAME for the withdrawn student.

Undergraduate and Graduate Study

For academic programs, the commission per eligible student recruited by AGENT NAME will be USD\$2,000.00 per semester for up to, and not to exceed, two consecutive spring, summer or fall semesters in which the student matriculates and enrolls full-time at CU Denver. CU Denver commission payments are limited to a student's first two full-time consecutive academic terms at CU Denver.

The below chart defines the eligible second term for commissions, depending on a student's initial term at CU Denver. CU Denver has the sole discretion to determine second-term commission eligibility.

Initial Term	Eligible Second Term
Fall Semester	Spring Semester (immediately following the initial Fall Semester)
Spring Semester	Summer Semester (immediately following the initial Spring Semester), OR Fall Semester (two terms after the initial Spring Semester)
Summer Semester	Fall Semester (immediately following the initial Summer Semester)

CU Denver agrees to pay this commission within 30 days after receipt of the student's full tuition payment and all other CU Denver charges and after all student refund dates have passed. CU Denver shall bill and collect all tuition and fees directly from students recruited by AGENT NAME who enroll, matriculate, and attend courses as a full-time student, with the exception of students who enroll in ineligible degree programs. CU Denver will only make payment on student accounts that have been paid in full. In the event that a third-party sponsor is responsible for payment of a student's tuition and fees, CU Denver must receive full payment from the third-party sponsor before paying commissions. Part-time university study and the second of two non-consecutive terms of enrollment are non-commissionable. If the student re-enrolls at a later date, commission fees are not paid to AGENT NAME.

Students Who Enroll in Both ESL and Degree Programs.

Students recruited by AGENT NAME who first enroll in the ESL Academy and then enroll in a degree program will qualify AGENT NAME to receive commission according to the details outlined above for both ESL Academy and the first degree program of study. Eligibility for ESL commissions and degree commissions will be considered separately.

Invoicing

In order to receive any eligible commission, AGENT NAME must provide a formal written invoice in a format pre-approved by CU Denver. Invoices must conform to the CU System's invoicing rules, and must include at least the following information:

1. A unique invoice number;
2. AGENT's standing purchase order (SPO) number, as assigned by the CU System;
3. Term of study;
4. Complete and correct identifying information for each student, including family name and given names, student identification numbers, first or second term of enrollment, and program classification (ESL or degree study);
5. AGENT NAME's logo, mailing address, billing contact name and email, and telephone number; and
6. Complete and correct banking information for wire transfer payment, as necessary.

Other Considerations

CU Denver will not pay any commissions for a student who enrolls in online courses only, or who does not receive an eligible U.S. visa.

CU Denver has sole discretion to determine the method of payment for commissions.

Student Tracking

CU Denver will regard an international applicant as having been recruited by AGENT NAME when AGENT NAME or student submits the student's application materials for enrollment, accompanied by the appropriate agency application indicator in the CU Denver online application form.

Upon receipt of the agency application indicator, CU Denver will assign the student to AGENT NAME in CU's student information system for tracking purposes. CU Denver may elect to assign a student to AGENT NAME

based on other written means of notification, such as a follow-up email communication from AGENT NAME after application submission.

Each student may only be assigned to one agency. In the event that two or more agencies claim the same student, CU Denver will coordinate communication between the relevant agencies to reach a mutually agreeable determination of agency assignment. In the case of a dispute regarding assignment of a student to AGENT NAME, the parties agree to submit their concerns in writing to CU Denver's Provost who will make a final, non-appealable decision.

Evaluation, Modification, Renewal, and Termination

This agreement, and the accompanying addenda and appendix to this agreement, constitute the entire agreement between AGENT NAME and CU Denver with no agreements, contracts, or promises, written or oral, relating hereto. Any modification to or renewal of this agreement or the terms and conditions stated herein must be in writing and executed by both AGENT NAME and CU Denver.

Termination for Convenience

CU Denver may terminate the Agreement upon thirty (30) days' prior written notice to AGENT NAME, with no further obligation to AGENT NAME other than to pay for any amounts owing prior to the effective date of termination. CU DENVER shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

Foreign Corrupt Practices Act

AGENT NAME represents, warrants, and undertakes that it will comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the U.K. Bribery Act of 2010, as amended, or the law of AGENT NAME's country of registry, as amended, and shall not cause the University of Colorado nor its employees to be in breach of any applicable anti-bribery laws.

Without limiting the generality of the foregoing, in performing the Services under this agreement, neither AGENT NAME nor any of its officers, directors, employees, agents or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office, or to any other entity, person or entity, corruptly for the purpose of (a) influencing any act or decision of that person in his/her official capacity, including a decision to fail to perform his/her official functions with such governmental agency or instrumentality or such public international organization, or such political party, or any other entity, person or entity, or to perform such functions improperly, (b) inducing such person to use his/her influence with such governmental agency or instrumentality or such public international organization or such political party, or any other entity, person or entity to affect or influence any act or decision thereof, (c) obtaining, or retaining business, or (c) securing any improper advantage. AGENT NAME warrants and promises that neither it nor any of its officers, employees, directors or agents has made, prior to the date of this agreement, any offer, payment, promise, gift or authorization of the sort described above.

AGENT NAME will immediately notify CU Denver if, at any time during the Term of this agreement, AGENT NAME's circumstances, knowledge or awareness changes such that AGENT NAME would not be able to repeat the warranties and agreements set out above.

Non-discrimination

The University of Colorado does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in admission and access to, and treatment and employment in, its educational programs and

activities. The university takes action to increase ethnic, cultural, and gender diversity, to employ qualified disabled individuals, and to provide equal opportunity to all students and employees.

All students shall have the same fundamental rights to equal respect, due process, and judgment of them based solely on factors demonstrably related to performance and expectations as students. All students share equally the obligations to perform their duties and exercise judgments of others in accordance with the basic standards of fairness, equity, and inquiry that should always guide education.

Liability

Each party to this agreement agrees to assume liability for the wrongful acts or omissions of its employees or AGENTS while they are functioning within the scope of their employment or agency. Each party further agrees to maintain adequate insurance coverage for such liability either through commercial insurance or statutory self-insurance coverage. AGENT NAME is an independent contractor. Neither AGENT NAME, its officers, employees nor agents are employees or agents of the University of Colorado or CU Denver. The Parties specifically understand and agree that nothing contained in this agreement shall be construed as an express or implied waiver by CU Denver of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by CU Denver of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption by CU Denver of a debt, contract or liability of AGENT NAME in violation of Article XI, Section 1 of the Constitution of Colorado. In particular, CU Denver cannot indemnify, defend or hold AGENT NAME harmless from and against any third party claims.

Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, quarantines associated with the 2019 Novel Coronavirus, earthquakes, strikes, and unusually severe weather; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.

In witness whereof, the parties hereto have executed this document as a statement of their agreement by signing below on the date indicated.

FORMAL COMPANY NAME
and
The University of Colorado Denver

Executed for
Formal Company Name

Executed for
The Regents of the University of Colorado, a
body corporate, contracting on behalf of the
University of Colorado Denver

on this day _____

on this day _____

Name, Title

PSC Purchasing Agent

NOT FOR SIGNATURE

Addendum A - UNIVERSITY OF COLORADO SPECIAL PROVISIONS.

These Special Provisions apply to all contracts except where noted in *italics* and Special Provisions 10 and 11 have no application outside of the United States of America. All references to "Contractor" shall be deemed to be references to AGENT NAME.

1. **CONTROLLER'S APPROVAL.** This contract shall not be valid until it has been approved by the University Controller.
2. **FUND AVAILABILITY.** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation Benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance Benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, University policies, procedures, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** Colorado law, and procedures and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, procedures, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any

manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. **VENDOR OFFSET.** *[Not Applicable to Intergovernmental Agreements]* If required by CRS §24-30-202.4 (3.5), the University Controller may withhold payment under the state's vendor offset intercept system for debts owed for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the state as a result of final Agency determination or judicial action.
10. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or Sale of Securities, Investment Advisory Services or Fund Management Services, sponsored projects, Intergovernmental Agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
11. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.