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Agency Recruitment Contract

**This Contract is between Mount Aspiring College's International Language Centre
and: (Agent)**

MAC ILC Agency Recruitment Contract



Contract

- 1.1 This contract has been mutually agreed between both parties
- 1.2 The provisions of this contract shall take effect from date of signing and the contract shall remain in force until _____, at which time the contract may be renewed or renegotiated at the discretion of the International Language Centre, Mount Aspiring College.
- 1.3 This contract and any attachments constitute the entire agreement between The International Language Centre, Mount Aspiring College and _____, and supersede all previous representations, negotiations, commitments, and communications, either written or oral, between The International language Centre, Mount Aspiring College and _____.

Duties and Performance:

- 2.1 _____ undertakes to provide agency and consulting services to the International Language Centre, Mount Aspiring College for the purpose of encouraging International and local students to pursue academic development at the International Language Centre, Mount Aspiring College.
- 2.2 _____ undertakes to provide the International Language Centre, Mount Aspiring College with impartial advice, where required, on International student markets.
- 2.3 The International Language Centre, Mount Aspiring College agrees in principle to their name and promotional material being displayed within the agencies website or material for promotions.
- 2.4 _____ undertakes to observe any imposed restrictions or constraints that The International Language Centre, Mount Aspiring College may determine appropriate in the distribution of their advertising material.
- 2.5 _____ shall indemnify the School and hold it harmless from any and all costs and expenses, including legal expenses and losses, damages and claims of every kind arising out of, or in any way relating to the operation of the Agent's business, or any act or omission of the Agent, its employees or agents acting on its behalf while undertaking any aspect of the agency services.

Commissionable Fees:

- 3.1 These are detailed in Schedule One (1), email ilc@mtaspiring.school.nz for further information.



Trading Integrity:

- 4.1 Both parties agree to the preservation of trading integrity of all associated parties.
- 4.2 The International Language Centre, Mount Aspiring College undertakes to provide suitable accommodation arrangements in relation to any International student recruited by _____, _____ reserves the right to examine the suitability of any potential accommodation arrangements made by The International Language Centre, Mount Aspiring College.
- 4.3 The Language Centre, Mount Aspiring College retains the right to reject any potential student presented by _____ due to academic qualification, social aptitude, or any screening criteria that Mount Aspiring College wish to impose in order to protect the trading integrity of their school.
- 4.4 Disputes arising from the protection of trading integrity are to be resolved under Section Seven (7) of this contract.

Code of Practice:

- 5.1 _____ agrees to comply with the Code of Practice for the Pastoral Care of International Students. Copies of the code are available on the New Zealand Ministry of Education website <http://www.minedu.govt.nz> and are available on the web in multi language forms on <http://www.minedu.govt.nz/index.cfm?layout=document&documentid=6809&indexid=6666&indexparentid=6663>.
- 5.2 The International Language Centre, Mount Aspiring College is a signatory to the Code of Practice for the Pastoral care of International Students. Agents representing our College are bound by the Code and any breach of these regulations will result in termination of this agreement.
- 5.3 The Ministry of Education binds both parties to practices which ensures:
 - All advertising about the school is honest and accurate.
 - Full financial costs are disclosed to the student and family, and clear information about courses is available.
 - Full information about ethical conduct is disclosed when dealing with students and parents.



Confidentiality:

- 6.1 Both parties agree that they shall not at any time or for any reason, whether during the term of this contract or after its termination, use or disclose to any person, institution, or body any confidential information relating to the affairs, clients, financial position, agreements, strategic alliances or trade secrets of the other party that either party become aware of during the term of this contract.
- 6.2 _____ shall not disclose to any Third Party this confidential contract agreement, with the exception of seeking legal advice prior to acceptance, or in the event of a dispute between yourself and the Company during the term of the contract.

Copyright and Inventions:

- 7.1 All copyright to any new invention, process, technique, computer programme, marketing and development programme, intellectual property, or other such material developed or created by either party, and/or of which you become aware of during , or by sole reason of, the contractual relationship entered into, are and shall remain the sole and exclusive property of the creating party.

Dispute Resolution:

- 8.1 Where a dispute or personal grievance arises, both parties shall agree to attempt to resolve the matter by discussions, negotiations, in-house mediation, or any other process that the parties mutually consent to.
- 8.2 Disputes and grievances relating to contractual clauses or performance should be addressed and resolved as close to the point of origin as possible.
- 8.3 The parties will maintain and retain their statutory rights in respect of disputes or grievances.

Termination:

- 9.1 Either party will provide Two (2) weeks written notice of termination of this contract to the other party.
- 9.2 Any outstanding fees or monies must be paid in full prior to the final termination of the Contract.



Acknowledgement:

The parties acknowledge that they have read and understood; and fully accept:

- The Contractual Conditions contained within this contract; and
- The relationship and responsibilities attributed to each party.

Dated this _____ day of _____ 201 ____.

Signed for and on behalf of The International Language Centre, Mount Aspiring College:

_____ (Print Name): _____

Signed for and on behalf of:

_____ (Print Name): _____

Date: _____