

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE CONTRA COSTA COMMUNITY COLLEGE DISTRICT (CCCCD)**

**OFFICE OF INTERNATIONAL EDUCATION**

**AND**

\_\_\_\_\_  
*{CONSULTANCY NAME and address}*  
\_\_\_\_\_

**Whereas,** \_\_\_\_\_ is a consulting firm for students wishing to study in the United States and which has shown significant evidence of providing quality advising to such students in undertaking higher education study in the United States, and

**Whereas,** \_\_\_\_\_ acting as a consultant to the Contra Costa Community College District (CCCCD) on behalf of (Contra Costa College, Diablo Valley College, and Los Medanos College), will facilitate professional educational advising services to individuals, families, institutions and governments for the purpose of identifying qualified applicants for the colleges' programs of study and,

**Whereas** CCCCCD is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges, and awards Associate Degrees in both vocational and transfer areas and,

**Whereas,** CCCCCD is interested in expanding their enrollment of qualified international students through the efforts of \_\_\_\_\_.

**Now, be it therefore resolved,** that for the mutual benefit and consideration herein, CCCCCD wishes to engage the services of \_\_\_\_\_, on the terms described below for the purpose of marketing CCCCCD in order to recruit and enroll academically qualified international students.

## 1. EXPECTATIONS & RESPONSIBILITIES

- A. CCCCD authorizes the Consultant as a non-exclusive agent to recruit non-U.S. citizens for full-time study at Contra Costa College, Diablo Valley College and Los Medanos College. Full-time study is enrollment in a minimum of 12 units each fall and spring semester.
- B. CCCCD authorizes the Consultant to use the “Colleges of Contra Costa” name and logo for marketing purposes, with the understanding that the Consultant will submit new marketing materials to the CCCCD Office of International Education for approval prior to publication.
- C. CCCCD will supply the Consultant with current admissions and promotional materials and, upon request, will replenish said supply within 30 days of the request.
- D. The Consultant must not:
  - a. engage in any dishonest practices, including guaranteeing student visa approvals or suggesting to prospective students that they can come to the United States with a primary purpose other than full-time study;
  - b. engage in false or misleading advertising or recruitment practices;
  - c. knowingly provide inaccurate information to prospective students.
- E. Any expense incurred by the Consultant, such as advertising and marketing to recruit students, is the responsibility of the Consultant, unless otherwise mutually agreed upon.
- F. The Consultant will clearly mark their agency’s name on all student applications.
- G. Each college will duly process all complete applications received.

## 2. TERM

This agreement shall be for a period of five (5) years, commencing on July 1, 2022 and expiring on June 30, 2027.

## 3. COMPENSATION

- A. Beginning with the Spring 2022 semester, CCCCD agrees to pay the Consultant as follows:
  - a. a one-time student commission of \$500 for each student the Consultant assists in applying to, and who subsequently enrolls in and pays all tuition and fees for, the DVC Academic Bridge Program.
  - b. a one-time student commission of \$1,500 for each student the Consultant assists in applying to Contra Costa College, Diablo Valley College and/or Los Medanos College

and who subsequently enrolls and pays all tuition and fees for one fall or spring semester of full-time study. This commission does not apply to the DVC Academic Bridge Program.

- c. a one-time commission bonus of \$2,000 when the Consultant sends five or more students in one semester to Contra Costa College, Diablo Valley College and/or Los Medanos College and who subsequently enroll in and pay all tuition and fees for one fall or spring semester of full-time study. This commission does not apply to the DVC Academic Bridge Program.
- B. An exception to the full-time enrollment requirement will be made when the Consultant-referred student is authorized for a reduced course load.
- C. The commission is to support the Consultant's expenses related to student recruitment, marketing, consultation, and advising.
- D. The Consultant agrees to invoice CCCCDC for all students the Consultant has directly referred for admission to Contra Costa College, Diablo Valley College and/or Los Medanos College each fall and spring semester. Invoices must be uploaded to the Colleges of Contra Costa website by September 1 for the fall semester and February 1 for the spring semester. Payments will be made by CCCCDC upon receipt of invoices from the Consultant by the above-listed dates and after verification of the referred students' enrollment and payment of tuition and fees. Payments will be made by December 1 for the fall semester and May 1 for the spring semester.
- E. In cases where two applications are submitted on behalf of a student, one by the Consultant and the second by another agency, the first complete application received and processed by CCCCDC will determine the recipient of the referral fee.
- F. The Consultant must provide CCCCDC with complete and accurate financial institution information using the "Financial Institution Profile" form supplied by CCCCDC. The Consultant agrees to use the same financial institution account for all invoices, which must be in USD.
- G. Payments by CCCCDC will be made in USD.
- H. CCCCDC will not be responsible for the Consultant's incoming wire transfer fees or fees due to the Consultant's incorrect or incomplete financial institution information.

4. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that the Consultant and CCCCDC are separate, independent agencies, and are independent contractors with respect to this agreement. The employees of the Consultant are not, nor shall they be deemed to be employees of CCCCDC, and the employees of the CCCCDC are not, nor shall they be deemed to be employees of the Consultant. Neither party shall be vicariously liable for the acts or omissions of the other.

5. LIABILITY OF CONTRACTING AGENCIES

Each party shall be responsible for the negligent acts of omissions of its own employees or officers in the performance of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any party, firm, or corporation, or other third party not a party to this Agreement. The Consultant shall hold harmless, defend, and indemnify CCCCDC, its colleges, and its employees against any claim against them (or any of them) which alleges injury (whether physical, mental, economic or to property) caused by the act or omission of any employee or representative of The Consultant.

6. TERMINATION

Either party to this Agreement may terminate this Agreement provided 60 days prior written notification is made to the other party. This in no way eliminates either party's rights or obligations contained herein. Additionally, CCCCDC may terminate for cause on five (5) days written notice. "Cause" shall include obtaining enrollment through false statements or promises. This Agreement will automatically terminate in the event the Consultant closes its business. The Consultant agrees to notify CCCCDC in writing in the event of such closure.

7. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The Consultant hereby agrees and acknowledges that monies utilized by CCCCDC for public services appropriated by the State of California or acquired by CCCCDC from similar public sources are subject to variation. CCCCDC fully reserves the right to cancel this contract at any time and/or to limit amount of service due to non-availability or non-appropriation of sufficient funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers at Martinez, California, USA on the date indicated below.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

For {Consultant}

By: \_\_\_\_\_

By: \_\_\_\_\_

Amy Sterry

Name: \_\_\_\_\_

Director of Purchasing and Contract Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_