

**PARK UNIVERSITY
STANDARD INTERNATIONAL SERVICES
TERMS, CONDITIONS AND REQUIREMENTS
("STANDARD TERMS")**

The following requirements are an integral part of each Services Agreement Park enters into with persons, firms or organizations to identify prospective international students to attend Park University, provided that these Services Requirements have been incorporated by reference into such agreements, but subject to any variations, modifications or deletions specifically included in such a Services Agreement into which these terms, conditions and requirements are incorporated.

- 1.0 **Defined Terms.** In these Standard Terms and in Services Agreements (unless otherwise provided in a Services Agreement), the capitalized terms have the meanings below indicated, and readers are encouraged to review the defined terms before reading the rest of those documents.

“Academic Programs” means the full-time registered courses, offered by Park, whether or not for academic credit, including Undergraduate Academic Programs and Graduate Academic Programs and made available to Park Students.

“Amendment” means any written modification of a Services Agreement.

“Application” means the online form by which SP Prospective Students may apply for admission to a Park Academic Program, including all required documents and other required support information.

“Application Fee” means the amount of Money that Park requires a SP Prospective Park Student to pay to Park concurrently with submission of a SP Prospective Student’s Application.

‘ESL Program’ refers to any program through which Park provides or otherwise makes available supplemental English classes for Park’s international students.

“Fees” means the fees for Park Programs, that are charged to students by Park, including but not limited to instructional-related fees and expenses incurred during study at Park that are in addition to Tuition, further including special course fees for such things as labs, educational field trips, etc., and non-instructional expenses, student activity fees, the cost of food and lodging other than or in addition to Room and Board.

“Full-Time Study” means the study required for a particular Academic Program; for undergraduate Academic Programs, Full-Time Study is a minimum of twelve (12) credit hours per semester or six (6) credit hours

per 8-week term; for graduate Academic Programs, Full-Time Study is a minimum of six (6) credit hours per semester or six (6) per term.

“Graduate Academic Programs” means the Academic Programs that, if completed by a Park Student, will result in a conferral by Park of a master’s degree or a graduate certificate on that student.

“Laws” means the laws, rules and regulations in force in the United States of America, and the State of Missouri, and any other laws, rules and regulations to which Park may be subject, or the legal jurisdiction within which a Service Provider recruits in pursuant to a Services Agreement.

“Marks” means logos, trademarks, designs, and crests that belong to, or carry the name of, Park.

“Money” means the currency of the United States.

“Out-of-Pocket Expenses” means all other costs, expenses and liabilities incurred by a Park Student while a Park Student, that are not Tuition, Fees, Room or Board, including but not limited to travel expenses to, from and while attending Park, books, entertainment, food other than Board, and lodging other than Room.

“Park” means Park University, a Missouri, U.S.A., nonprofit corporation

“Park Campus” or “Campus” means the university campus of Park that is located in Parkville, Missouri, U.S.A.

“Park Program” means any program offered by Park, whether or not for academic credit, including but not limited to Academic Programs.

“Park Student” means any student enrolled in a Park Academic Program, including SP Students.

“Service Provider” and “SP” means any person, firm or other organization that has entered into a written Services Agreement: (i) to increase the awareness of Park in a foreign country, (ii) promote Park Programs in a foreign country, or (iii) assist Park in identifying and communicating with prospective students in a foreign country who may be interested in Park Programs.

“SP Fees” means the Fees that Park is obligated to pay to a SP pursuant to a Services Agreement.

“SP Graduate Student Fee” means an amount of money payable to a SP based on a Services Agreement.

“SP Prospective Students” means a person who resides outside the United States, who has been identified by a SP and recruited to attend Park pursuant to a Services Agreement, who intends to become, or who has taken any steps towards becoming, a Park Student.

“SP Services” means the services to be provided to Park by a SP as described in a Services Agreement.

“SP Student” means a person who attends classes on the Park Campus, takes Park online courses, or attends classes at a Park campus center as a result of the actions of a SP acting pursuant to a Services Agreement, and who holds a U.S. student visa, and who is currently enrolled in a Park Program.

“Services Agreement” and “SA” mean any agreement between Park and a SP (i) to increase the awareness of Park in a foreign country, (ii) promote Park Programs in a foreign country, or (iii) assist Park in identifying and communicating with prospective students in a foreign country who may be interested in Park Programs.

“Services Requirements” mean these Standard International Recruiting Terms, Conditions and Requirements.

“Room and Board” means the cost to be charged to, and incurred by a Park Student for food and lodging while enrolled at Park, living in a Park Campus student residence hall, and enrolled in a Park Campus meal plan.

“Semester” means a sixteen (16) week period during which courses are taught to Park Students on the Park Campus.

“Term” means an eight (8) week period during which courses are taught to Park Students by Park, whether on the Park Campus, Online or at other Park campus centers, or any other time period describing the duration of a Park Program.

“Tuition” means the price charged by Park for instruction provided to students enrolled in a Park Program, which price is set and changed by Park, as from time-to-time published in its graduate and undergraduate catalogs, or otherwise published by Park.

“Undergraduate Academic Programs” means Academic Programs that if completed by a Park Student will result in conferral by Park of a bachelor’s degree on that Park Student.

“U.S.” means the United States of America.

“U.S. Dollars” is the description or name of the currency of the U.S.

- 1.1 In Services Agreements, unless the contrary intention appears. Headings are for ease of reference only and do not affect the meaning of the Services Agreement. The singular includes the plural and vice versa and words importing a gender include other genders. “Including” and similar expressions are not words of limitation.

2.0 Contract with Services Provider.

- 2.1 By entering into a Services Agreement, Park contracts with a **SP** to perform the SP Services, from the Commencement Date and for the Term specified in the Services Agreement.
- 2.2 Unless otherwise stated in a Services Agreement, a SP’s rights under a Services Agreement are non-exclusive and Park may, in its sole discretion, appoint other third parties to recruit Park Students in any country; Park may otherwise market itself and recruit students in any country directly or through other SPs.

3.0 Main Responsibilities of Service Providers.

- 3.1 Under a Services Agreement the SP will:
 - 3.1.1 Identify and encourage SP Prospective Students to enroll in Park Programs.
 - 3.1.2 Provide to each SP Prospective Student all of the information provided by Park that describes the Park Programs of interest to that SP Prospective Students.
 - 3.1.3 Perform other services and provide reports or information required by a Services Agreement, or as may otherwise be reasonably required by Park

4.0 Specific Additional Obligations of Services Provider.

- 4.1 In performing services under a Services Agreement, the SP will:
 - 4.1.1 Recruit SP Students with integrity and accuracy, and communicate with SP Prospective Student in an honest, ethical and responsible manner.
 - 4.1.2 Accurately inform SP Prospective Students about the requirements of Park’s Academic Programs and other Park Programs, using only materials provided by Park.

- 4.1.3 Uphold the high reputation of Park and of the U.S. international higher education sector.
- 4.1.4 Advise SP Prospective Students that they will be required to provide to Park a permanent address and email address in the SP Prospective Student's country (the SP's address may not be used).
- 4.1.5 Help assure that all required documentation accompanies any SP Prospective Student's Application.
- 4.1.6 Provide Park with market intelligence about the marketing of Park Programs in the country(ies) covered by a Services Agreement.
- 4.1.7 Only undertake recruiting, promotional and marketing activities that refer, or are in any way related to Park, that are expressly authorized in writing in advance by Park.
- 4.1.8 Take no action that will result in Park being deemed, judged or held to be, in violation of any U.S. laws or regulations or any laws or regulations of any country covered by a Services Agreement, or of any of the agencies or political subdivisions of the U.S., or any other jurisdiction.
- 4.1.9 Inform SP Prospective Students that Park reserves the right to dismiss any Park Student pursuant to Park's policies and procedures, as from time-to-time amended or issued.
- 4.1.10 Inform each SP Prospective Student of: (i) the amounts of Park's current Tuition, Fees, Room and Board that is expected to be charged by Park for any Park Program to which any SP Prospective Student seeks admission; (ii) that Tuition, Fees, Room and Board will be subject to change by Park during the time it may take for a SP Prospective Student to complete any Park Academic Program to which a SP Prospective Student is admitted; and (iii) that each SP Prospective Student will be personally responsible for paying solely in U.S. Dollars at Park in Parkville, Missouri, U.S.A., all such amounts when admitted to and participating in a Park Program.
- 4.1.11 Inform each SP Prospective Student that he/she will be required to pay all required Tuition, Fees, Room, Board and Out-of-Pocket Expenses, without any contribution by Park or its employees.
- 4.1.12 Inform each SP Prospective Student that Park will require each SP Prospective Student to: (i) purchase medical insurance coverage

that is currently provided by a qualified insurance provider approved by Park, or (ii) to provide evidence within eight (8) days from the start of the Semester or Term that SP Prospective Students will have obtained qualified medical insurance that is equal or better than the Park approved insurance plan.

- 4.1.13 Inform each SP Prospective Student that he/she will not be allowed to move into Park Campus student housing, attend Park classes, eat in the Park cafeteria, or participate in Park activities on the Park Campus or otherwise until Park has received *all required funds and payments* from or on behalf of a SP Student.
- 4.2 Provide to each SP Prospective Student, before that SP Prospective Student completes a Park Application, all information provided to a SP by Park about:
 - 4.2.1 Park, the Park Campus, facilities, equipment and learning resources.
 - 4.2.2 Park's Academic Programs.
 - 4.2.3 Park's Tuition, Fees, Room and Board rates, and Park's refund policies.
 - 4.2.4 Living in the United States and the City of Parkville, Missouri, including information about the location of the Park Campus, the fact that the Park Campus is not served by public transportation, and general information about common Out-of-Pocket Expenses.
 - 4.2.5 The minimum level of English language proficiency, educational qualifications, and work experience required for acceptance into each Park Program.
 - 4.2.6 U.S. requirements which must be satisfied by each SP Prospective Student and information regarding preparatory or bridging courses offered through Park's ESL Program.
- 4.3 The SP will inform each SP Prospective Students that:
 - 4.3.1 SP Prospective Students who come to the U.S. on a student visa must come to the U.S. for the primary purpose of studying and must study on a full-time basis.
 - 4.3.2 Personal information provided by a Recruiting Services Provider or a SP Student, may be made available by Park to agencies of the

governments of the U.S., the State of Missouri and other governmental agencies as required by any law.

4.3.3 Park is required by law to inform the U.S. Government of any changes in each SP Student's enrollment status or other changes of condition, which may relate to the SP Student's visa status, and to otherwise comply with all Laws including U.S. and Missouri laws imposing upon Park obligations related to international students who enroll at Park.

4.4 **The SP will *not*:**

4.4.1 Engage in any dishonest practices, including suggesting to SP Prospective Students that SP Prospective Students can come to the U.S. on a student visa with any primary purpose other than full-time study.

4.4.2 Make any representations or offer any guarantees that any SP Prospective Student will be granted a U.S. student visa.

4.4.3 Make any representations or offer any guarantees that any SP Prospective Students will be awarded financial aid or scholarships from Park or any other source.

4.4.4 Engage in false or misleading marketing, promotional, advertising, or recruiting practices.

4.4.5 Make any false or misleading comparisons of Park Programs with any other university, college or education provider with regard to their academic programs.

4.4.6 Make any inaccurate claims regarding Park's alleged relationship to, or association with a SP or, any other university, college or education provider.

4.4.7 Give inaccurate information to a SP Prospective Student regarding whether a SP Student will be accepted into a Park Academic Program.

4.4.8 Undertake any marketing, promotional, advertising or recruitment activity about Park, any Park Academic Program, or any other Park Program without the prior written consent of Park.

4.4.9 Give to any SP Prospective Student inaccurate information about the Tuition, Fees, Room, Board and other charges that will be payable to Park by a SP Student, or about Out-of-Pocket Expenses

that may be incurred by a SP Prospective Student as a result of attending Park.

- 4.4.10 Publish or otherwise utilize any institutional Marks in any way whatsoever, without prior written authorization from Park.
- 4.4.11 Charge any fee to a SP Prospective Students for assisting SP Prospective Students with the preparation or processing of Applications or Acceptances of Offers, unless the SP has notified Park in writing before charging any such fees.
- 4.4.12 **Recruit any students to attend Park who are eligible to receive Federal Fund aid under Title IV of the United States Higher Education Act of 1965.**
- 4.4.13 Commit Park to accept any SP Prospective Students into any Park Program.
- 4.4.14 Make any representations that a SP Prospective Students will not be, or has not been, accepted into a Park Program, except as indicated by Park in a writing addressed to a SP Prospective Student and sent by Park to a SP Prospective Student.
- 4.4.15 Use any registered or unregistered Mark, trademark or logotype of Park without the prior written consent of Park.
- 4.4.16 **On behalf of Park or in Park's name, (i) collect any funds or Money from any person, institution or firm including any SP Prospective Students or any SP Prospective Student for Application Fees, Tuition, Room, Board, other Fees or amounts, or (ii) represent to any SP Prospective Student, SP Student or other third party, including agencies of the government of any foreign country, the United States and their respective provinces, states and municipalities, that a SP has any authority to collect funds or Money on Park's behalf, or to transmit any such funds or Money to Park.**

5.0 **Park's Obligations.**

5.1 Park will:

- 5.1.1 Provide to each Services Provider sufficient information to enable such SP to provide SP Services.
- 5.1.2 Communicate changes to Park's policies and procedures, Academic Programs, course list, and Park's Tuition, Fees, and

Room and Board rates; Park will send to the SP new and updated promotional material as available.

- 5.1.3 Assist each SP in helping SP Prospective Students obtain access information about U.S. visa requirements and the U.S. visa application process and conditions, and changes to those requirements as Park may become aware of any such changes.
- 5.1.4 Duly process all completed Applications received by Park from SP Prospective Students , with the express understanding that Park is under no obligation to accept any SP Prospective Student.
- 5.1.5 Ensure that completed Applications submitted by SP Prospective Students are processed promptly, with offer documents or rejection notices.

6.0 Confidentiality.

6.1 Except as otherwise set forth in an applicable Services Agreement, the Services Provider will keep confidential:

6.1.1 The terms of a Services Agreement.

6.1.2 All information provided by Park, except to the extent disclosure is required to perform SP Services contemplated by a Services Agreement.

7.0 Assignment and Subcontracting by Services Providers.

7.1 No SP will assign any Services Agreement to which the SP is a party, or any right under a Services Agreement, without the prior written consent of Park (which consent may be withheld in Park's sole discretion).

7.2 Except as otherwise set forth in an applicable Services Agreement, a SP will not subcontract with any person or firm to perform any of SP Services or meet other SP obligations under a Services Agreement, without the prior written consent of Park (which consent may be withheld in Park's sole discretion).

7.3 Notwithstanding the approval by Park of any subcontract or assignment, each SP will remain fully responsible to Park for the performance of all SP Services and to meet all other SP obligations under a Services Agreement.

8.0 General Terms.

8.1 The Services Provider has contracted with Park only for those purposes and

to the extent set forth in a Services Agreement; the SP's relation to Park, during the term of a Services Agreement, shall be that of an independent contractor, and not an employee of Park. The SP will not be an agent of Park. The SP and its employees and agents will not be considered to be Park employees or otherwise being entitled to participate in any plan, arrangements, or contributions by Park pertaining to or in connection with any qualified or nonqualified pension or retirement plan or providing any other health or welfare plan with similar benefits for Park employees. Each SP will be responsible for the payment of any taxes on all payments received by the SP from Park.

- 8.2 Each party will be liable for the acts and omissions of its own officers, employees and permitted agents acting within the scope of their employment with regard to actions arising under each Services Agreement. Each party will be responsible for any and all liability, claims, costs, expenses or damages arising from any claims with respect to that party's actions undertaken in connection with a Services Agreement. Each SP will also indemnify and hold Park harmless for all losses, costs, or damages that Park suffers as a result of that SP's breach of any terms, conditions, duties, obligations, representations or warranties set forth in a Services Agreement.
- 8.3 The parties expressly and knowingly (1) certify that they have not paid kickbacks directly or indirectly to any employee of Park for the purpose of obtaining a Services Agreement, any other agreement, purchase order or contract from Park and; (2) agree to cooperate fully with any U.S. agency investigating a possible violation of the U.S. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58).
- 9.0 **Notices.** Any notice or demand required or given in connection with a Services Agreement must be in writing and sent by certified mail, return receipt requested, postage prepaid, or by a postal or commercial delivery service that provides a written receipt or other written proof of delivery, to the notice address for the party set out in a Services Agreement.
- 10.0 **Amendment.** Alterations or changes to a Services Agreement may only be amended in a writing, signed on behalf of each party.
- 11.0 **Governing Law and Venue.** A Services Agreement is governed by the laws of the State of Missouri without regard to its conflicts of law provisions. Venue for an action or proceeding seeking to enforce any provision of, or based on any right arising out of, a Services Agreement may be only brought by a party in the courts of the State of Missouri, Platte County, and each SP consents to the jurisdiction of the Missouri courts (and of the appropriate Missouri appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on a party anywhere in the world.