

*Cooperative agreement between XXXXXXXX and St. Petersburg College*

This Agreement (“Agreement”) is made and entered into by and between the Board of Trustees of St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733-3489, USA (“SPC”) and AGENCY PARTNER NAME (“Education Partner”).

Whereas, Education Partner provides on-the-ground assisting to individuals in XXXXXX who may benefit from receiving information and help enrolling in SPC Degree programs (“Program”); and

Whereas, SPC wishes to contract with Education Partner and Education Partner desires to contract with SPC in order for Education Partner to perform certain services as outlined herein.

Now, therefore, in consideration of the above premises, covenants and conditions contained herein, Partner and SPC agree as follows:

**1.** SPC and Education Partner agree to the terms of this Agreement, which Agreement shall commence on the date of the last signature and ending two (2) years later. Thereafter, this agreement may be renewed for an additional two (2) year term by written agreement of the parties. The initial term of two (2) years and any renewal periods shall collectively be referred to as the “Term” of the Agreement. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice provided however that any student enrolled in a course contemplated under this Agreement shall be permitted to finish.

**2. SPC agrees to:**

- A. Assign one or more Program employee(s) to serve as Program Director and to be point(s) of contact with Education Partner.
- B. Ensure that all courses and learning activities are delivered as outlined on the Program website and in the Education Partner Handbook.
- C. Provide the online registration system to enroll students in the academic courses required for the Program.
- D. Provide current information on the application process and Program details on the Program website and in the Education Partner Handbook.
- E. Provide digital pictures of our facility, the use of our logo (subject to SPC requirements for use of such logo), and promotional copy for flyers printed and distributed by Partner.
- F. Review and approve the use of SPC promotional materials as positioned within Education Partner’s website, flyers, and other marketing channels.
- G. Pay \$1,000 (minus any required taxes) to Education Partner for each student Education Partner helps enroll into the Program. The student must arrive in the United States and enroll in the Program full time (equivalent to 12 credit hours). “Payment shall be rendered within 20 days of SPC’s receipt of invoice of services rendered by Education Partner.

**3. Education Partner Agrees to:**

- A. Assign a designated contact to communicate with and assist the SPC Program Director or other designated contact in coordinating the logistics necessary for successful student registration and program implementation. All communication including questions, concerns, or issues must be directed to the SPC Program Director or other

designated contact and not to Program instructors.

- B. Market the Programs through the Education Partner's website, catalog, and any other means through which the Education Partner markets its USA study abroad programs. Obtain approval from SPC for all promotional items that describe the Program contained in the Education Partner Handbook, including text, logos, and pictures.
- C. Ensure each student or student guardian is familiar with all Program details including the cancellation and refund policy, as outlined in the Education Partner Handbook.
- D. Assist students in completing the SPC application and explain the additional documents required with the application. These are described on the SPC international admission's website and Education Partner Handbook.
- E. Assist students in acquiring and submitting required application documents.
- F. Explain to potential students that SPC requires student health insurance, as outlined on the SPC International Student website, and the ways for acquiring this health insurance.
- G. Recommend for the Program only students who appear to be academically and financially qualified.
- H. Work with SPC to assist in the resolution of any student issues that may arise.
- I. Submit invoices of services rendered to SPC after the applicable drop with refund date for any given semester

**4.** The parties will not discriminate in employment practices, admissions or treatment of students on the basis of race, color, ethnicity, religion, age, sex, marital status, national origin, sexual orientation, gender identity, genetic information, or against any qualified individual with a disability. The parties recognize that sexual harassment constitutes discrimination on the basis of sex.

**5.** SPC shall indemnify and hold harmless Education Partner from and against any actions, liabilities, or damages asserted against or incurred by Education Partner resulting from or connected with the negligent or wrongful acts or omissions of SPC or its employees acting within the course and scope of their employment with respect to the services to be performed by SPC related to this Agreement. Notwithstanding the foregoing, any indemnity and hold harmless provided by SPC shall be limited to and subject to the extent and limitation of Section 768.28, Florida Statutes and shall in no way act as a waiver of SPC's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense SPC may have to such claims.

**6.** Education Partner agrees to indemnify and hold harmless SPC, its Board of Trustees, officers, employees, contractors and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or result or alleged to have resulted from the presence, activities, and promotions of every kind and nature whatsoever of Education Partner or its officers, employees, agents, and contractors, in connection with this Agreement.

**7.** Education Partner acknowledges that SPC must comply with the Public Records Laws of the State of Florida, Chapter 119, and Florida Statutes.

**8. Additional Provisions:**

- A. This Agreement may not be modified or amended, except by a further written instrument executed by the parties hereto.
- B. Any failure by either party to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.
- C. Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.
- D. This Agreement shall not be assigned by Education Partner without the express written consent of SPC, which consent may be given in SPC's sole discretion.
- E. This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- F. This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.
- G. The laws of the State of Florida, U.S.A., shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Divisions, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party to this Agreement waives any defense, whether asserted by motion or parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to this jurisdiction.
- H. This Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. This Agreement supersedes, and the terms of this Agreement govern any prior collateral agreements, whether written or oral, between the parties with respect to the subject matter hereof.
- I. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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Education Partner and SPC have caused this Agreement to be executed by their duly authorized representatives.

Agent Signature Name

Agency Name

Agent Address

Agent Email

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(Signature)

BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE  
VP, Academic Affairs  
P.O. Box 13489  
St. Petersburg, FL 33733-3489

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(Signature)