

# MUTUAL AGENCY AGREEMENT

This agreement is dated \_\_\_\_\_, 2013

## BETWEEN:

**1. Precious Education & Immigration Consultant** addressed at 503, Shivalik-9 Vasundhara Society, Nr Telephone Exchange, Gulbai Tekra, Ahmedabad-380006, Gujarat, India.  
(Hereinafter called PEIC).

**And**

**2.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter called Agent).

## IT IS HEREBY AGREED AS FOLLOWS:

1.  
PEIC hereby agrees that Agent who is already into studies abroad activity will recruit students For the Universities represented by PEIC (Universities as specified separately).

2.  
PEIC will provide to Agent's students' admissions to Universities, PEIC represents.

3.  
PEIC will provide information as regard Universities, its Courses, application forms etc.

4.  
PEIC will provide free of cost training to Agent or its staff for undertaking counseling to the students in admissions to Universities. For this training, Agent will visit Ahmedabad their cost.

5.  
Agent will market PEIC's services to the students in areas of \_\_\_\_\_ region and the full marketing cost will be borne by Agents.

6.

Costs with regards to travel and stay of PEIC official for the purposes of holding seminar, giving counselling etc ***at the request of Agents will be borne by Agents.***

7.

PEIC shall provide the Agent with copies of prospectus if available with them, course leaflet and information regarding Universities as the case may be. Any promotional material produced on behalf of Precious Consultants by Agents in connection with agreement shall be subject to prior approval in writing of PEIC.

8.

Agents will ensure and will be fully responsible for the verification of the student's character, family background and authenticity of the documents provided by the students for seeking admission & subsequently visa for the purpose of studying abroad. PEIC will assume that each student/case referred to by Agent has been pre-screened by Agent & PEIC will not take responsibility whatsoever of the students and his/her deeds, either before or after having reached the university.

9.

Most of the Education providers are accepting applications in soft. In such cases, there will be no courier charge. However if the documents has to go in hard copy then actual courier charges will be borne by the student of the Agent.

10.

The students will have to bear the cost of courier charges of University, if any. Agent will first send each application for admission to PEIC. Thereafter PEIC will forward the same to the University. Agent is not permitted to make any direct correspondence with the University.

11.

To decide whether to accept or refuse an application, the discretion solely lies with University only.

12.

PEIC will pay commission with Agent for each student recruited by Agent as mentioned in the attached sheets:

Agent would raise a commission invoice on PEIC towards Commission due to Agents of the students who have gone to USA, Canada UK, Australia, Singapore, New Zealand etc. for higher

studies to the Universities giving the applicants name, university to which the student has gone, course for which he has gone, Student ID No. the tuition fees paid by the student to the University and the share of the Agent. After receipt of the commission from the University PEIC will send the share of Agent after deducting the TDS as and if applicable.

13.

Agent will not correspond with the Universities represented directly by PEIC mentioned in Annexure 'A' for getting their representation. In the event of breach of this clause the Commission payable to Agent will be forfeited and the agreement will stand terminated.

14.

Agent shall not enter into any contract on behalf of PEIC nor bind PEIC in any way. The Agent shall not receive any money on behalf of PEIC from the students except the courier charges as and if required.

15.

This agreement is personal to the Agent who shall not assign or sublet this agreement or any part or interest in it.

16.

Either party may terminate this agreement at any time by two month's notice in writing to the other, provided always that PEIC shall, except where the Agent is in breach of its obligations under the agreement, pay commission due to the Agent in respect of applicant's recruited by the Agent & accepted by the University.

17.

The construction, validity and performance of this agreement shall be governed in all respects by Indian Laws & both PEIC and the Agent.

18.

Any dispute with the PEIC will be subjected to Jurisdiction of Ahmedabad Court, Gujarat, India.

19.

The names of the Countries, Universities and the details of sharing of Commission by PEIC with Agent is enclosed as Annexure 'A' and it forms part and parcel of this agreement. It is acknowledged by both the parties that the names of the countries, Universities and details of

sharing of commission which is in Annexure 'A' is subject to change periodically and will be amended with mutual consent of both parties in writing

20.

This agreement is valid for a period of Two years only from the day of signing of agreement, the reafter renewable by mutual agreement of both the parties.

Signed on \_\_\_\_\_ 2012 at Ahmedabad, India.

**Precious Education**

**Agent**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Name:

For Precious Education

For \_\_\_\_\_

In presence of \_\_\_\_\_

In presence of \_\_\_\_\_

**Contact details: -**

**Ms. Mamta Khamar**  
**Precious Education & Immigration Consultant**  
503, Shivalik-9 Vasundhara Society,  
Nr Telephone Exchange, Gulbai Tekra,  
Ahmedabad-380006, Gujarat, India

**Contact details: - Agent**

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