



University of Houston - Downtown



Education Counseling Agreement

Date:

Name:
Company:
Address:

Dear _____:

The Continuing Education Division’s English Language Institute (“ELI”) of the University of Houston - Downtown, a public institution of higher education of the State of Texas pursuant to sections 111.01, et. seq. of the Texas Education Code (“University”), is pleased to submit the following Contract to conduct an educational counseling relationship with your company, _____ (“Consultant”).

Following are the terms of agreement.

1. The English Language Institute will provide:
 - a. Educational instruction to student(s) referred by Consultant and enrolled in University’s English Language Institute, in any of our standard intensive English programs with all standard program benefits for students.
 - b. Brochures and other admissions materials approved by ELI.
 - c. Follow up on applications by the ELI Director.
2. The Consultant will provide:
 - a. Referral of international students who are qualified to enter the University of Houston-Downtown’s English Language Institute.
 - b. Completed applications, deposits and initial fees, and appropriate supporting documentation for each applicant.
 - c. A counseling program which fully and accurately represents the ELI and University.
3. Term of Agreement:
 - a. The initial term of the agreement will begin on the day of full execution of this Contract by both parties and end December 31, _____. This agreement may be renewed, after the initial period, for four (4) consecutive one (1) year terms, beginning January 1, _____, upon mutual agreement of both parties.
 - b. Either party may terminate this agreement with 30 days written notice to the other party.
4. Consideration:
 - a. University will pay Consultant a one-time fee for each student who registers for at least one session in the English Language Institute through Consultant and remains registered beyond the first ten class days.

- (1) A fee of US\$91.00 for one session or US\$130.000 for two sessions will be paid for any student entering the English Language Institute on an F-1 (Student visa) or F-2 visa
 - (2) A fee of US\$74.00 for one session or US\$162.00 for two sessions will be paid for any student entering the English Language Institute who is eligible to pay resident tuition
 - b. Consultant shall submit an invoice within 30 days of the student I-20 "Reporting Date" or within 30 days of the first day of class(es) if the I-20 "Reporting Date" does not apply. The invoice will include a description of the "Service Rendered," the "Date of the Invoice," the "Student Name," the "Student Reporting Date (On the Student's I-20 if Applicable - Month Day, Year)" and the "Amount Due" (see Appendix A – one page).
 - c. University will make payment if it receives an invoice described above and in accordance with Texas Government Code Chapter 2251:
 - (1) Within 30 days, where day one is the latter of: (1) the day after ten class days or (2) the date of receipt of Consultant's invoice, and
 - (2) In United States of America dollars via check drawn upon a United States of America bank and sent directly to Consultant.
5. Exclusive Agent:
- a. The Continuing Education Division's English Language Institute (ELI) of the University of Houston-Downtown has entered into an exclusive agent agreement in the Liaoning Province of the People's Republic of China. No commission for any student coming from the Liaoning Province of the People's Republic of China will be paid to any agent other than the agent named in the exclusive agent agreement for the Liaoning Province of the People's Republic of China.
6. Special Terms and Conditions:
- a. All counseling materials used to represent the ELI or University will be subject to ELI written approval prior to their use.
 - b. The counselor's fee only applies to Consultant referred students who attend the ELI and is not applicable to referrals without enrollment and attendance. There is and will be no agreement between University and Consultant concerning students who enter University beyond participation in the ELI program.
 - c. Actual payment of ELI tuition should come from the student at the time of registration rather than from Consultant.
 - d. Cause for termination includes but is not limited to chronic problems or disagreements concerning the eligibility of students sent, problems with the paperwork required for student admission, student complaints regarding Consultant, or untimely applications.
7. Consultant Certifications:
- a. Under Section 231.006, Texas Family Code, the Vendor or Consultant certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment(s) and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
8. Assignment:
- a. University or Consultant may not assign this Contract. Any attempt to do so will be immediate cause to terminate this agreement.
9. Alternative Dispute Resolution:
- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and the Consultant to attempt to resolve any claim for breach of Contract made by the Consultant:

- (1) A Consultant’s claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Consultant shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Consultant other wise entitled to notice under the parties’ Contract. Compliance by the Consultant with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Consultant’s sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Contract shall be considered a waiver of sovereign immunity to suit.

- b. The submission, processing and resolution of Consultant’s claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Consultant, in whole or in part.

10. Prohibited Bids and Contracts

- a. Consultant acknowledges that, pursuant to Government Code § 2155.004, University may not accept a bid or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state, unless the individual or business entity:
 - (1) Holds a permit issued by the Texas Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual’s or entity’s business in this state; or
 - (2) Certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.
- b. Consultant certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Venue Provisions:

- a. The place of performance and venue for the filing or maintenance of any legal action pursuant to this agreement shall be Houston, Harris County, Texas, United States of America. The laws of the State of Texas, USA are controlling as to performance of this agreement.

All notices and communications regarding this agreement must be in writing and directed to the following representatives:

For the University:

Gail Kellersberger
English Language Institute
University of Houston – Downtown
One Main Street, Suite 606 South
Houston, TX 77002-1001
(713) 221-8150

For the Consultant:

Name: _____
Address: _____

Phone: _____ Fax: _____
Tax ID: _____

The above agreement constitutes the entire and complete agreement of the parties. We look forward to working with you.

Sincerely,

Gail Kellersberger
Director, ELI

Agreed to by:

UNIVERSITY OF HOUSTON - DOWNTOWN

CONSULTANT

Signature Date
Ms. Gail Kellersberger
Director, English Language Institute

Signature Date
Name: _____
Title: _____

Signature Date
Dr. Molly Woods
Vice President for Academic Affairs & Provost

Note: Modification of this Form requires approval of OGC

Invoice

Services Rendered: Student received educational counseling and was referred to the English Language Institute at the University of Houston – Downtown

Date of Invoice: _____, _____
Month Day Year

Student Name: _____

Student Reporting Date: _____, _____
(On I-20 if applicable) Month Day Year

Amount Due:	International Student	___ US\$91.00	___ US\$162.00
	Resident Tuition Student	___ US\$74.00	___ US\$130.00

[Note: Payment will be made in United States of America dollars via check drawn upon a United States of America bank and sent directly to Consultant.]