

UNIVERSITÀ DEGLI STUDI DI PAVIA
AMMINISTRAZIONE CENTRALE
(Repertorio contratti e convenzioni)

Repertorio n.
Protocollo n. del
Titolo Classe Fasc.

Imposta di bollo assolta in modo virtuale. Autorizzazione dell'Agenzia delle Entrate, Ufficio locale di Pavia, numero 1 del 22/11/2001.



UNIVERSITÀ
DI PAVIA

STUDIES & CAREERS

RECRUITMENT AND PROMOTION

AGREEMENT

by and between

The University of Pavia, represented by the Rector, Prof. Francesco Svelto, and located in Pavia, Italy, Corso Strada Nuova 65, hereinafter referred to as "UNIPAVIA"

And

The STUDIES & CAREERS (LLC STUDIES), represented by Mrs. Olga Svetlichnaya, General Director, located in: 115114, Moscow, Russia, Letnikovskaya street 16, office 1003, hereinafter referred to as the "Recruiter"

WHEREAS

- a) The Recruiter declares, represents and warrants that it has broad expertise and know-how to search, select and recruit eligible students in **Russian Federation, Kazakhstan** (hereinafter referred to as the Territory) who are or might be interested and eligible to enrol in UNIPAVIA degree programs;
- b) The Recruiter declares, represents and warrants that it has carefully reviewed and understood UNIPAVIA set of rules and regulations (hereinafter referred to as "UNIPAVIA internal regulations") which is an integral part of the present Agreement (see Attachment I)
- c) The Recruiter declares, represents and warrants that it has all requirements described in UNIPAVIA internal regulations and that it shall strictly adhere to the related provisions, at all times, while performing the activities hereunder;
- d) The Recruiter declares, represents and warrants that it has the necessary authority and capacity to enter into this Agreement;
- e) UNIPAVIA, in consideration of the above declarations, representations and warranties, wishes to stipulate a contract with the Recruiter, on a non-exclusive basis, to provide services relating to the recruitment of students in the Territory, as described in the following articles. The Recruiter wishes to accept such appointment on the terms and conditions outlined in this Agreement.

NOW THEREFORE in consideration of the mutual terms and covenants herein provided, the Parties hereto agree as follows:

Article 1. Engagement and duties of Recruiter

- 1.1 UNIPAVIA hereby appoints the Recruiter, and the Recruiter accepts such appointment, in order to recruit international students in the following country: **Russian Federation, Kazakhstan** (hereinafter referred to as the Territory).

It is understood that the Recruiter shall not have any exclusive right on the Territory under this Agreement and UNIPAVIA shall be free to appoint any other entity and/or to perform directly the activities of selection and recruitment of students in the Territory. UNIPAVIA reserves the right to prevent the Recruiter from performing its activities in certain Universities/Schools/Areas within the Territory.

- 1.2 The activities the Recruiter undertakes to perform are listed hereunder, including, but not limited to:

- A. Actively promoting and recruiting suitable students for UNIPAVIA degree programs with integrity and accuracy, using only promotional material provided by UNIPAVIA or available on UNIPAVIA website;
- B. Replying to inquiries by prospective students regarding:
 - UNIPAVIA's degree programs;
 - Course fees and scholarships opportunities;
 - The minimum level of language proficiency (Italian and/or English, as appropriate) and the educational qualifications required for admission;
 - University facilities, campuses, equipment and learning resources;
 - Accommodation in Italy and the average cost of living;
 - Visa requirements of the Italian Embassy in the Territory to be met by students;
- C. Ensuring that prospective students comply with UNIPAVIA admission requirements and procedure including the submission of application materials and relevant, certified documents;
- D. Exhaustively informing the students about courses offered by UNIPAVIA, benefits and learning outcomes which they will entail;
- E. Providing its staff with adequate training to ensure they understand all relevant aspects of UNIPAVIA policies and practices, as well as courses, services and the Italian regulations in effect;
- F. Assisting successful applicants to obtain the necessary travel documents and other documents;
- G. Facilitating communication between prospective students and UNIPAVIA as appropriate;
- H. Assisting UNIPAVIA staff during assessment procedures (i.e. requirements check) and to hold interviews and information sessions as required;
- I. Sending appropriate staff to visit UNIPAVIA campus to familiarize themselves with it at least once every two years; alternatively, allowing UNIPAVIA staff to visit Recruiter's HQ on a regular basis.
- J. Reporting to UNIPAVIA staff on the Recruiter's promotional activities and its success in recruiting students to UNIPAVIA on an annual basis and in writing;
- K. Reporting to UNIPAVIA in writing from time to time at UNIPAVIA request, on relevant marketing and student recruitment intelligence;
- L. Advising students that they are required to provide an address other than the Recruiter's address;
- M. Ensuring that student's primary purpose for coming to Italy on a student Visa is to study;
- N. Duly informing students holding passports from non-EU Countries that they must possess valid health insurance to obtain their Visa and stay permit. Further details about Italian health insurance options would be provided later on by the Recruiter, who shall rely on first-hand information by UNIPAVIA staff.

- O. Duly informing students that course fee does not include any cost related to accommodation, meals, transportation and any other similar cost which shall be borne by the students;
 - P. Duly informing students that UNIPAVIA will provide information and assistance to help students find quality and suitable accommodation whose costs will be entirely borne by the students; UNIPAVIA has no obligation to find accommodation directly on behalf of the students.
 - Q. Explain that final decision on admission is made by UNIPAVIA. The Recruiter shall not represent that they have decision-making authorization in this respect.
- 1.3 The Recruiter shall refrain from any behaviour, act or omission which could be detrimental to the accomplishment of the duties hereunder, and shall not, without limitation:
- A. make any inaccurate claims of association of UNIPAVIA with any other education provider;
 - B. make any false or misleading comparisons with any other education provider;
 - C. make inaccurate claims regarding study and class attendance requirements;
 - D. disclose to any third party any details of this Agreement, including but not limited to the financial remuneration agreed with UNIPAVIA;
 - E. collect any fees and/or charges payable to UNIPAVIA by a prospective student or deduct any amount from such fees and/or charges;
 - F. give inaccurate information to a prospective student as to the fees payable to UNIPAVIA;
 - G. publish and promote UNIPAVIA courses at prices other than those approved by UNIPAVIA. Any additional fee which may arise must be clearly explained by the Recruiter and must be previously approved by UNIPAVIA.
- 1.4 In carrying out its duties and obligations hereunder, the Recruiter shall:
- A. Conduct its business in accordance to the highest business and ethical standards;
 - B. Refrain from any act or omission which may adversely affect the business, reputation or goodwill of UNIPAVIA;
 - C. Otherwise comply with all reasonable and lawful directions and instructions of UNIPAVIA;
 - D. Declare if international students are charged with any additional payment for the performed services (i.e. initial counselling, assistance with visa application, housing, language courses, etc.).
- 1.5 All publications, promotional and otherwise, and all materials naming or referring to UNIPAVIA which the Recruiter uses shall be submitted to UNIPAVIA for review and consent prior to public release.
- 1.6 The Recruiter must not misrepresent any aspect of UNIPAVIA courses and/or degree programs or the benefits and learning outcomes to students in undertaking them.
- 1.7 The Recruiter acknowledges that UNIPAVIA is not required to enrol any prospective student recruited by the Recruiter and must not make any representations to the contrary.
The recruiter shall comply with Attachment 1 which outlines UNIPAVIA's principles governing the organisation and delivery of the admission process for new international students.
- 1.8 Upon request of UNIPAVIA, the Recruiter agrees to provide UNIPAVIA with brochures, information and materials regarding Universities in the Territory for the purpose of implementing outbound study and training programs.

Article 2. Responsibilities of UNIPAVIA

UNIPAVIA shall:

- A. provide the Recruiter with all necessary policies, calendars, registration guides, health requirements for students and other information that the Recruiter may reasonably require to provide the services. In addition, and where available, UNIPAVIA shall provide the Recruiter with posters, photographs and video materials pertaining to UNIPAVIA activities;
- B. within a timely manner, notify the Recruiter of the acceptance or rejection of applications for UNIPAVIA provided by the Recruiter; UNIPAVIA has no obligations in accepting students selected by the Recruiter if they do not meet UNIPAVIA standards and requirements;
- C. request to visit the Recruiter and the Recruiter office premises upon reasonable notice to carry out monitoring and evaluation activities.

Article 3. Remuneration

3.1 For each student successfully enrolled in a UNIPAVIA undergraduate, graduate or foundation year program as a result of the performance of the Recruiter of its obligations under this agreement, UNIPAVIA will pay the Recruiter a commission in Euros, as set out in Attachment 2 and according to the cap which will be agreed via email each year.

3.2 For the purposes of this Agreement, the Recruiter will be regarded as having recruited a student when all the following conditions are met:

- Student must have previously submitted an application on UNIPAVIA's application portal and, in case of positive evaluation by the University Admission Office or program committee, are regularly enrolled in a UNIPAVIA program **for the first time**.
- Students must have been labeled with recruiter's tracker on UNIPAVIA's application portal by 31st August of the current year. (the tracker is assigned by UNIPAVIA to the recruiter once this contract has been signed by both parties). For applications that have to be submitted on different portals, the recruiter will agree on the tracking with UNIPAVIA.
- Students must have obtained the visa for study purpose by 30th November (ie 30 November 2023 for enrollment in the academic year 2023-24) or later according to the decision of the Admission office or Program Committee. In case that the Italian authorities delay issuing the visa, recruiter should notify the situation to UNIPAVIA.

3.3 UNIPAVIA and the Recruiter agree that the commission referred to in clause 3.1 will be paid:

- A. only whether all the conditions referred in clause 3.2 are met;
- B. in Euros;
- C. upon receipt of an appropriate invoice submitted by the Recruiter to UNIPAVIA. The invoice will be sent annually to University of Pavia – International Office in due time, preferably by the end of November;

Each invoice must:

- A. enclose the list of students for whom commission is claimed. The list must include the following information: full name of the student, date of birth, the name of the degree program enrolled in and student's UNIPAVIA matriculation number;
- B. specify the banking information to complete the transfer of funds, i.e. account number, name and address of the bank.

Article 4. Expenses

- 4.1 The recruiter acknowledges that UNIPAVIA is not responsible for the Recruiter's expenditures in connection to marketing or promotional campaigns. UNIPAVIA will recognize to the Recruiter solely those expenditures that UNIPAVIA has asked for with a prior, written approval.
- 4.2 The Recruiter is solely responsible for making any arrangements and for paying any and all expenses incurred in connection to providing the services as set out in article 1, including, without limitation, expenses relating to space, facilities, equipment, materials, telephone, office supplies, document copying, and postage.

Article 5. Nature of relationship

- 5.1 The Recruiter will perform its activities under this Agreement without any representation mandate for UNIPAVIA; the activities performed by the Recruiter will fall exclusively within the Recruiter's jurisdiction as only the Recruiter will be responsible for them. To this purpose, the Recruiter will not hold UNIPAVIA accountable for any Third Party claim and/or demands which may arise under the present Agreement.
- 5.2 With the present Agreement the Recruiter will not establish any kind of employment, agency or intermediary business relationship, as the Recruiter will perform its activities independently and in complete autonomy with regards to UNIPAVIA.
- 5.3 The Recruiter will have no authority to use the UNIPAVIA name and/or logo, except for those cases duly authorized by UNIPAVIA and for promotional and recruitment purposes set forth in this Agreement.

Article 6. Confidential information

Upon completion of the activities in connection to this Agreement both the Recruiter and UNIPAVIA shall keep confidentiality with respect to the collection, use and disclosure of records and information concerning the students and the counterparty.
The Recruiter shall comply with UNIPAVIA rules and directions with respect to safeguarding or ensuring the confidentiality of said materials.
The Recruiter will do all that is necessary and reasonable to prevent unauthorized disclosure, use or sale of the materials.

Article 7. Indemnity

- 7.1 The Recruiter will bear the entire costs and expenses in the explanation of this Agreement, including, but not limited to, bad debt expenses, commissions, and withholding taxes, without demanding anything from UNIPAVIA.
- 7.2 In no event UNIPAVIA will be liable for any expenses incurred by the Recruiter unless UNIPAVIA has specifically agreed to paying such expenses in writing.
- 7.3 The Recruiter must indemnify UNIPAVIA against all expenses, losses, damages and costs that UNIPAVIA may sustain or incur as a result, whether directly or indirectly of:
- any breach of this Agreement by the Recruiter;
 - any loss of or damage to property or injury or death of any person caused by any negligent act or omission or willful misconduct by the Recruiter or their officers, employees or subcontractors in performing the services set out in this Agreement.

Article 8. Validity and Termination

- 8.1 The present Agreement will come into effect upon signing by both Parties. The Parties consent to this Agreement being prepared in English and understand that the English version shall be authoritative.
- 8.2 Unless terminated earlier, this Agreement will remain in effect for a period of:
- ☐ one (1) year;
 - ☐ two (2) year;
 - ☒ three (3) year;
- At the end of this period, it will be renewed in writing.
- 8.3 Each Party has the right to terminate the present Agreement unilaterally, in every moment before the expiry date, by written notice to the other Party. The unilateral termination will come into force three (3) months after the date of the written notice. Such a notice of termination shall not affect the commitments already entered into until the date of the notice.
- 8.4 If the Recruiter does not perform the duties set forth in this Agreement, UNIPAVIA can terminate the Agreement unilaterally, with immediate effect if:
- the Recruiter has failed to comply with any substantive term or condition of this Agreement, including without limitation confidentiality, payments, expenses, etc.; or
 - in reasonable opinion of UNIPAVIA, the services provided by the Recruiter are unsatisfactory, inadequate or are improperly provided; or
 - the Recruiter is dissolved, becomes bankrupt or is insolvent; or
 - UNIPAVIA realizes that the Recruiter is or has been involved in unfair practices, including deliberately recruiting international students who do not meet the educational requirements of UNIPAVIA; or
 - UNIPAVIA realizes that the Recruiter is behaving in a negligent, careless or incompetent manner, or is involved in false, misleading or unethical advertising and recruitment, including activities that can damage the good name of UNIPAVIA.
- 8.5 Upon expiration or termination of this Agreement, the Recruiter shall cease to provide the services. All student applications received up to the date of termination or expiration and all promotional materials supplied by UNIPAVIA shall be returned to UNIPAVIA by registered mail or courier.

Article 9. Notices

Any notice or other communication required to be given under this Agreement shall be given in writing and sent to the following address:

if to UNIPAVIA: to the attention of International Relations – agents@unipv.it
Address: Corso Carlo Alberto 7 – 27100 Pavia (PV) – ITALY
Tel: +39 0382 984090

if to Recruiter - to the attention of Mrs. Olga Svetlichnaya – General Director –
o.ustyugova@studiesandcareers.com
Address: 115114, Moscow, Russia, Letnikovskaya street 16, office 1003

Article 10. Amendments

The contents of this Agreement may be amended or modified only in writing and by mutual consent of the Parties.

Article 11. Assignment

- 11.1 Except as otherwise provided for herein, the Recruiter shall not be entitled to assign any right or obligation conferred by this Agreement and may not appoint sub-contractors, agents or similar representatives for the activities under this Agreement, without the written consent of UNIPAVIA.
- 11.2 Notwithstanding any subcontract, the Recruiter remains fully responsible for performing its obligations under this Agreement. This Agreement shall be binding upon the successors and assignees of the Recruiter.

Article 12. Entire Agreement

This Agreement and the Attachments contain the entire agreement between the Parties and supersedes all previous communications, whether oral or written, between the Parties, including any previous agreement or understanding.

There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

Article 13. Governing law and jurisdiction

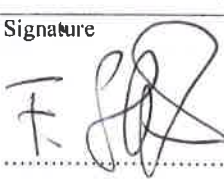
This Agreement shall be governed by and construed in accordance to the laws of Italy.

In performing their duties on behalf of UNIPAVIA the Recruiter agrees to comply with all requirements of Italian law.

The Parties agree to settle amicably any dispute arising from or in connection to this Agreement.

In the event that the disagreement cannot be resolved, the Parties agree to submit the issue(s) to the exclusive jurisdiction of the Courts of Pavia, Italy.

IN WITNESS OF WHEREOF this Agreement has been duly executed by the Parties.

Signed for and on behalf of	Signed for and on behalf of
Recruiter STUDIES & CAREERS (LLC STUDIES)	University of Pavia
Name Mrs. Olga Svetlichnaya	Name Prof. Francesco Svelto
Title General director	Title Rector
Date 20.11.2023	Date 27 NOV. 2023
Signature  	Signature  

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Attachment I – UNIPAVIA International Admission Policy for International Students

This Policy sets out the admission criteria which apply to the enrolment of all new international students.

Admission to undergraduate studies

In order to enrol in any undergraduate degree program, students must:

- hold a valid University Entrance Qualification (High School Certificate);
- be properly prepared to embark upon their chosen degree program;
- ensure that they have the basic requisites, and the knowledge necessary to follow their chosen pathway successfully;
- submit an application on UNIPAVIA's application portal requesting an on-line evaluation of their credentials and requisites before enrolling, which will be carried out by the Admission Office;
-

Admission to graduate studies

In order to enrol in any graduate degree program, students must:

- hold a valid University Qualification or post-secondary school qualification (of at least three years);
- be properly prepared to embark upon their chosen degree program;
- ensure that they have the basic requisites, i.e. the knowledge necessary to follow their chosen pathway successfully;
- submit an application on UNIPAVIA's application portal requesting an on-line evaluation of their credentials and requisites before enrolling, which will be carried out by the Admission Office;
- meet the English language requirement of the program to which they apply;

Admission to Foundation Year Program

In order to enrol in the Foundation Year Program, students must:

- hold a valid high school leaving certificate with at least 11 (eleven) years of schooling (K-11), from primary school to high school diploma, thus not meeting the minimum requirements to enter the Italian Higher Education System.
- ensure that they have the basic requisites, i.e. the knowledge necessary to follow their chosen pathway successfully;
- submit an application on UNIPAVIA's application portal requesting an on-line evaluation of their credentials and requisites before enrolling, which will be carried out by the Program Committee.

The Recruiter will carefully inform the students of the above requirements.

In addition, the Recruiter will examine each student's Curriculum Vitae and motivation to accurately assess the student's personal preparation, the reasons for choosing UNIPAVIA as well as the expectations and aims. The Recruiter will then forward all the data to UNIPAVIA for the definitive evaluation.

The Recruiter shall regularly check the following link for further details and updates:

- UNIPAVIA webpage for prospective students: <https://web-en.unipv.it/>

Attachment 2 - Commission Rates

For the recruitment activity governed by this Agreement, UNIPAVIA shall pay the Recruiter a remuneration, coming from the represented Territory, who will be enrolled at UNIPAVIA, and who can be considered as "recruited" as described in article 3 according to the terms and conditions reported herein below.

- 1) UNIPAVIA shall pay the Recruiter for each student, who has been regularly enrolled in one of UNIPAVIA Programs, as follows:

Bachelor's degree programs	500,00 Euro
Master's degree programs	500,00 Euro
Foundation Year Program	(12% of tuition fee)

The remuneration is meant to be gross and inclusive of any tax, fee, contribution and charge due to the Italian tax regulations.

- 2) The Recruiter's remuneration, for each valid enrolment as per article 3.2 will be paid as set forth in article 3 and 4.