

RECRUITING SERVICES AGREEMENT
between
SAN FRANCISCO STATE UNIVERSITY
and
OTHER PARTY NAME

This Agreement is entered into between the Trustees of the California State University on behalf of San Francisco State University (collectively “SF State”), and **Other Party Name** (“Other Party”). SF State and Other Party are referred to collectively as the Parties.

SF State seeks to promote the enrollment of full-time international students in its undergraduate and graduate degree programs, as well as in its International Extension Program in the College of Extended Learning (“CEL”). This Agreement sets forth the terms and conditions pursuant to which Other Party shall provide recruiting services.

ARTICLE I: COMMENCEMENT DATE AND TERM

Section 1. Commencement Date: SF State President’s signatory date

Section 2. Term of Agreement: Five (5) years, unless earlier terminated under Article X.

Section 3. Commencement of Work: Any work performed by Other Party prior to the Commencement Date shall be deemed to have been performed at Other Party's own risk and on a voluntary basis.

ARTICLE II: DEFINITIONS

Section 1. “Application” means a complete application for admission to an SF State Academic Program including undergraduate degree programs, graduate degree programs, American Language Institute (ALI) program, certificate programs, short-term/semester or summer programs, or International Extension Program (including but not limited to University Study or American Culture and Language Program), as defined below. An Application shall not be deemed complete unless it is accompanied by all official transcripts, English translations of all such transcripts, application fees, financial guarantee documents, and appropriate documentation of English proficiency required for the proposed course of study.

Section 2. Section 2. “SF State” means San Francisco State University, located at 1600 Holloway Avenue, San Francisco, CA, 94132 U.S.A.

Section 3. “Full-Time Study” means a minimum of 12 units per semester for undergraduate students or undergraduate level University Study; 8 units for graduate students or graduate level University Study; or 22 hours per week of instruction in the American Language Institute (ALI) American Culture and Language Program, or 6 units for summer through the College of Extended Learning.

Section 4. “Marks” means logos, trademarks, service marks, designs, and other intellectual property that belong to, are owned by, are licensed to, or carry the name of SF State and/or the California State University, or any other name protected by California Education Code Section 89005.5, whether registered or not registered.

Section 5. Programs.

- a. “Academic Program” means a degree program offered by SF State and any program offered through SF State’s College of Extended Learning.
- b. “ALI” refers to the American Language Institute program offered by SF State’s College of Extended Learning that provides intensive English classes to international students.
- c. “IEP” refers to any International Extension Program offered by the SF State’s College of Extended Learning including ALI, University Study and others.
- d. “University Study” refers to an IEP program that allows visiting non-matriculated international students to take university courses for academic credit on a space available basis. Students can enroll in undergraduate courses for up to 12 credit units per semester. Students must have demonstrated English language proficiency by achieving a TOEFL score of 500 PB/ 173 CB/61 IB or an IELTS score of 6.0.

Section 6. “Prospective Student” means a person who is a citizen and/or resident of a country other than the United States and intends to enroll, or has taken any steps towards enrolling, in Full-Time Study at SF State.

Section 7. “Refund Date” means the deadline to withdraw from all units/classes after which no refunds shall be given. This deadline is determined by SF State alone.

Section 8. “Other Party” means **Other Party’s name**. Other Party’s place of business is **Other Party’s address**. Other Party is deemed to have recruited a Student if Other Party submits the Student’s first Application to SF State. In the case of an online Application, Other Party is deemed to have recruited a Student if Other Party informs SF State that Student’s (complete) Application was submitted to SF State no later than 15 business days after Student’s submission.

Section 9. “Student” means a person who has been recruited by Other Party and is a citizen and/or resident of a country other than the United States, holds a United States student visa, and enrolls in Full-Time Study at SF State.

Section 10. Tuition and Fees.

- a. “Academic Program Tuition Fees” means tuition and other fees including instructional fees charged by SF State for Academic Programs and Non-Resident Tuition Fees. Academic Program Tuition fees shall at all times be determined by SF State alone.
- b. “IEP Tuition Fees” means tuition and other instructional fees for any IEP, including but not limited to ALI and University Study. IEP Tuition Fees shall at all times be determined by SF State alone.
- c. “Non-Resident Tuition” means any additional instructional fees charged by SF State to nonresidents of California (including international students).

ARTICLE III: REPRESENTATIONS AND WARRANTIES

Section 1. SF State represents and warrants that:

- a. SF State is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.
- b. The SF State Marks and other promotional materials do not infringe on any statutory copyright, trademark right, or upon any common law trademark right, privacy right, publicity right, propriety right or any other right whatsoever.

Section 2. Other Party represents and warrants that:

- a. Other Party has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.
- b. Other Party's promotional and other program materials do not infringe on any statutory copyright, trademark right, or upon any common law trademark right, privacy right, publicity right, propriety right or any other right whatsoever.
- c. Other Party will not use SF State's Marks or other promotional materials without first obtaining SF State's written consent pursuant to Articles IV and IX, below.
- d. Other Party declares under the laws of the State of California that Other Party is eligible to contract with SF State pursuant to the California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq.

ARTICLE IV: RESPONSIBILITIES OF OTHER PARTY

Section 1. Other Party shall:

- a. Describe and promote SF State's Academic Programs and IEP with integrity and accuracy and recruit Prospective Students in an honest, ethical and responsible manner in compliance with all laws governing the jurisdiction in which Other Party does business, as well as all United States (federal and state) and other applicable laws, regulations and policies governing California State University.
- b. Provide accurate information to Prospective Students about SF State and its Academic Programs and IEP. This can only be done by reference to the materials provided by SF State and, when not available, through direct communication with SF State.
- c. Ensure that Other Party's employees, agents and representatives, including any affiliates or sub-agencies, comply with the terms of this Agreement.
- d. Secure prior written approval from SF State of all oral and written representations and materials (in any language) that relate or refer to SF State and/or its programs (including fee schedules or summaries), and provide SF State with a copy of all written materials (with English translations) no later than twenty (20) business days before Other Party distributes or otherwise uses such materials.
- e. Provide assistance to Prospective Students in completing forms and/or applications and submitting them to SF State.
- f. Compile and submit to SF State all application forms and other related documents including each Student's permanent address and personal email address.
- g. Ensure that each Application is accompanied by the appropriate application fees.
- h. Provide Prospective Students and Students with immigration and/or visa advice only as it pertains to their Student status.

- i. Provide SF State with market intelligence about the recruitment of Students.
- j. Abide by the privacy and personal information laws identified in Article VII.
- k. Bear all costs related to promotional activities, unless otherwise specifically agreed to by SF State in writing in advance of the activity.
- 1. Inform Prospective Students that:
 - 1) Students who come to the United States on a student visa must have a primary purpose of Full-Time Study.
 - 2) Students are required to provide to SF State a personal email address and permanent address (other than Other Party's address) in their country of permanent residence.
 - 3) Personal information concerning Potential Students and Students may be made available to Federal and State agencies in compliance with Federal and California law.
 - 4) SF State is required by law to inform the Federal government of any changes to a Student's enrollment status or other changes of condition which may relate to visa status.
 - 5) Admission decisions are made by SF State alone and Other Party gives no input with respect to admission decisions.
 - 6) All application materials must be accompanied by a signed consent form that allows SF State staff and Other Party to discuss Potential Student applications with each other, an exemplar copy of which is attached as Exhibit A. The consent form shall be translated by Other Party into Prospective Student's native language, if Prospective Student (or parent or guardian, if applicable) does not have sufficient mastery of English to understand the form.
 - 7) Students are required to comply with all SF State policies, including policies relating to timely payment of tuition fees.
 - 8) SF State reserves the right to dismiss or otherwise discipline Students according to University policies and procedures, which, along with graduation requirements, are accessible on SF State's website at www.sfsu.edu.
 - 9) The CSU makes every effort to keep student costs to a minimum. Fees listed in published schedules or student accounts may need to be increased when public funding is inadequate. Therefore, CSU must reserve the right, even after initial fee payments are made, to increase or modify any listed fees, without notice, until the date when instruction for a particular semester or quarter has begun. All CSU listed fees should be regarded as estimates that are subject to change upon approval by The Board of Trustees.
 - 10) Students shall also be required to timely pay any additional expenses (in addition to tuition fees) related to instruction and non-instruction activities. Examples of instruction-related expenses are lab fees and educational field trip fees. Student activity fees are an example of non-instruction expenses.
 - 11) Students will be responsible for paying for the cost of their transportation to and from SF State and their lodging and meals while at SF State. SF State will make reasonable efforts to arrange for transportation from the airport and for on-campus housing at Student's request and expense.
 - 12) Students are required to procure medical insurance that meets the requirements of SF State and the United States government. Such insurance may be obtained

through SF State. It is also recommended that any dependents accompanying Students procure health insurance coverage that is comparable to what is required for Students.

Section 2. Other Party shall not:

- a. Represent itself as a partner, employee, agent, affiliate, spokesperson or representative of SF State.
- b. Suggest to Prospective Students that they can come to the United States on a student visa with a primary purpose other than Full-Time Study.
- c. Undertake any promotional or marketing activities or make any representations concerning SF State that have not been expressly authorized by SF State.
- d. Take any action that will result in SF State's non-compliance with any United States or California laws or regulations or any local or national laws or regulations of the country in which Other Party operates.
- e. Engage in false or misleading advertising or recruitment practices.
- f. Make any false or misleading comparisons (or claims of association) between SF State and any other educational institution.
- g. Represent that SF State is associated or affiliated with any other educational institution.
- h. Process or forward to SF State Applications of Potential Students who do not comply with visa or admission requirements.
- i. Use any registered or unregistered Marks of SF State and/or California State University in any way whatsoever, without prior written authorization from SF State (see Article IX).
- j. Charge any fees to a Prospective Student for his or her Application or acceptance of an offer in addition to those charged by SF State.
- k. Recruit Students who are eligible to receive Federal financial aid under Title IV of the Higher Education Act of 1965.
- l. Make any representations or offer any guarantees to Prospective Students or Students about:
 - 1) Whether they will be granted a student visa;
 - 2) Whether they will be admitted to SF State; or
 - 3) The likelihood of being awarded financial aid or scholarships.

ARTICLE V: RESPONSIBILITIES OF SF STATE

Section 1. SF State shall:

- a. Timely provide to Other Party accurate and updated information about SF State and its programs and tuition fees, so as to enable Other Party to perform under this Agreement.
- b. Inform Other Party of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes.
- c. Timely process all Applications received and admit Prospective Students based on SF State admission policies. SF State, however, is under no obligation to accept Prospective Students referred by Other Party.
- d. Timely pay Other Party's Fees pursuant to Article VI [and Exhibit B, if applicable].

ARTICLE VI: OTHER PARTY'S FEES

Section 1. SF State shall pay fees to Other Party as follows [and pursuant to Exhibit B, if applicable].

Section 2. CEL Tuition Fees for ALI and University Study:

- a. For each Agency-referred student enrolled in the American Language Institute program (ALI), SF State shall pay the Agency 15% of ALI Tuition Fees for the first two consecutive sessions. For each agency-referred student enrolled in non-credit programs offered through American Language Institute (ALI) or College of Extended Learning (CEL), SF State shall pay the Agency 15% of tuition fees.
- b. For each Agency-referred student enrolled in a certificate or degree program for credit offered through College of Extended Learning (CEL), SF State shall pay the Agency 15% of all tuition for the first two consecutive semesters that the student maintains full-time status and has the SF State Tuition Fees fully paid.
- c. For each Agency-referred student enrolled in the American Language Institute (ALI) program with conditional eligibility for admission into graduate or undergraduate degree programs, SF State shall pay the Agency 15% of the ALI Tuition Fees for the first two consecutive sessions. In addition, when that same conditionally eligible student is enrolled in a degree seeking academic program upon completion of ALI study, SF State shall pay the Agency \$500 for each of the first two consecutive semesters that the student is matriculated full-time, under the same terms and conditions stipulated in Article VI, Section 4.

Section 3. Other CEL Programs: If a Student enrolls in an IEP program other than ALI or University Study, the Parties shall separately agree in writing to any fee that SF State shall pay to Other Party in connection with any such enrollments.

Section 4. Academic Program Fees:

- a. For each Student who enrolls in an undergraduate Academic Program, SF State shall pay the Agency \$1,000 (One Thousand US Dollars) - \$500 (Five Hundred US Dollars) for the first semester and another \$500 (Five Hundred US Dollars) for the consecutive second semester, total \$1,000 (One Thousand US Dollars) per student, provided that students maintain their participation in the program for a full academic year (two semesters), the student maintains full-time status and has the SF State Tuition Fees fully paid. No payment shall be made to Other Party in connection with any Non-Resident Tuition paid for any summer session.
- b. For each Student who enrolls in a graduate Academic Program, SF State shall pay the Agency \$1,000 (One Thousand US Dollars) - \$500 (Five Hundred US Dollars) for the first semester and another \$500 (Five Hundred US Dollars) for the consecutive second semester, total \$1,000 (One Thousand US Dollars) per student, provided that students maintain their participation in the program for a full academic year (two semesters), the student maintains full-time status and has the SF State Tuition Fees fully paid. No payment shall be made to Other Party in connection with any Non-Resident Tuition paid for any summer session.

Section 5. Other Party shall submit an invoice on Other Party's letterhead that contains the following information:

- a. The amount due to Other Party for each Student and the Student's family and given name, date of first enrolled term, the Student's SF State Student ID Number, as well as the specific program in which the Student is enrolled;
- b. The address (for payment), telephone, fax and email details of Other Party;
- c. An invoice or reference number;
- d. For payment by wire transfer: Beneficiary Name (Account Holder), Account Number, Complete Address of Account Owner, Name of Bank, Bank SWIFT Code (Bank Identifier Code, BIC), Full address of the bank or branch address; and
- e. Any additional related information requested by SF State.

Section 6. SF State shall pay Other Party's invoice within sixty (60) calendar days of receipt for each Student who remains enrolled as a Full-Time Study Student as of the Refund Date, and has paid all IEP or Academic Program Tuition Fees.

Section 7. No fee is owed to Other Party where:

- a. A Student withdraws from his or her Academic Program or IEP before the Refund Date in any given applicable term;
- b. A student in the summer program through CEL fails to pay the full tuition fees for the program;
- c. A student in the certificate program fails to pay the full tuition fees for the program;
- d. A Student does not obtain an appropriate visa;
- e. A Student is eligible to receive Title IV program funds under the Higher Education Act of 1965;
- f. A Student has previously attended SF State on a Full-Time Study basis other than at ALI as a conditionally eligible student; or
- g. Prior to the submission of an Application, the Student has also been recruited through SF State's own recruitment efforts, including any SF State distance education course.

ARTICLE VII: PRIVACY OF PERSONAL INFORMATION

CSU and Other Party shall keep confidential at all times any and all information and personal data received from the other relating to teaching strategy, students, employees and tutors, and their performance and progress. Unless compelled by law, no personal data received from the other party will be divulged to any third party without the prior written approval of the individual to whom such personal data relates. The CSU is, and Other Party may be, subject to various privacy, freedom of information and public records laws, and CSU and Other Party agree that they will co-operate and provide all necessary assistance within the legal limits of each country in order to comply with these legal obligations.

ARTICLE VIII: INDEMNIFICATION

Section 1. Other Party hereby certifies that it has developed risk management policies, practices and procedures to minimize losses to the Parties and the students and/or faculty participating in this Agreement. Such practices and procedures at a minimum include the development of

financial resources through operations, reserves and /or insurance mechanisms sufficient to support the following indemnification.

Other Party shall defend, indemnify and hold harmless California State University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of Other Party, its officers, subcontractors, assignees, appointees, agents, or employees.

Section 2. California State University shall defend, indemnify and hold harmless Other Party and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of California State University, its officers, agents, or employees.

ARTICLE IX: INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

Section 1. SF State authorizes Other Party to use SF State Marks and other proprietary materials for the purpose of recruiting, advertising, and marketing SF State provided that Other Party strictly complies with the following procedures:

- a. Other Party may not use any registered or unregistered Marks, trade names, pictures, graphics or other SF State materials in any way whatsoever, without prior written authorization from SF State. SF State's Marks cannot be altered in any manner and must follow the strict guidelines presented in the SF State's Visual Identity Manual, which is located at <http://identity.sfsu.edu>. In addition, each use of the Marks must be approved by SF State, as set forth below.
- b. Other Party shall provide SF State with a copy of all promotional materials (with or without Marks) that concern or refer to SF State and/or its programs no later than 20 business days before Other Party distributes or otherwise uses such promotional materials.

Section 2. SF State shall make best efforts to promptly respond to any requests for authorization to use proprietary materials. However, any request to which SF State fails to respond shall be deemed denied.

ARTICLE X: TERMINATION

Section 1. Either Party may terminate this Agreement at any time and for any reason by giving the other Party sixty (60) calendar days prior written notice. Notice shall be given pursuant to Article XIV.

Section 2. This Agreement may be terminated at any time by giving the other Party written notice under any of the following circumstances:

- a. Either Party commits a material breach of the Agreement;
- b. Other Party ceases or threatens to cease its business, or there is a change in the ownership or control of Other Party's business;
- c. An order is made or a resolution is passed for the winding up of Other Party's business, or an administrator or receiver is appointed (by court order or otherwise), or Other Party takes or suffers any such action in consequence of debt or insolvency.

Section 3. Upon termination of this Agreement, Other Party shall immediately:

- a. Submit to SF State all pending applications from Prospective Students (received up to the date of termination);
- b. Cease making any representations of any kind concerning SF State, except as is necessary to conclude pending application(s);
- c. Cease to use any promotional or other materials supplied by, or concerning, SF State; and
- d. Return all such materials to SF State by registered mail or a reputable international courier within ten (10) business days of the notice of termination.

Section 4. The termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

Section 1. Other Party shall not assign or subcontract this Agreement or any right under this Agreement without the prior written consent of SF State (which may be withheld at its discretion).

Section 2. Any request for consent submitted to SF State shall be accompanied by the proposed written subcontract along with an English translation. Any subcontract shall require that the subcontractor be bound and abide by all of the terms of this Agreement.

Section 3. Notwithstanding any subcontract approved by SF State, Other Party remains fully responsible for performing its obligations under this Agreement.

ARTICLE XII: MISCELLANEOUS TERMS

Section 1. Independent Contractor: Other Party is retained by SF State solely for the purposes and to the extent set forth in this Agreement, and Other Party's relationship to SF State is, and at all times, shall remain that of independent contractor. No employee or partnership relationship is established by this Agreement, and Other Party has no power to enter into any contract on behalf of SF State, nor issue any offers (in writing or orally) to Potential Students. Neither Other Party nor any of Other Party's agents, employees or representatives shall be considered an employee or agent of SF State or entitled to participate in any plan, arrangements, or distributions by SF State pertaining to or in connection with any qualified pension or retirement plan or any other health or welfare plan with similar benefits for

regular SF State employees. Other Party shall be responsible for the payment of any taxes on any monies received by Other Party.

Section 2. Non-Exclusivity. This is a non-exclusive Agreement, and either Party retains the right to enter into similar agreements with other parties.

Section 3. No Incentive Benefits. Other Party certifies that it has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of SF State, for the purpose of obtaining, or in connection with, this or any other agreement.

Section 4. Severability of Agreement. If any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

Section 5. No Waiver. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

Section 6. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create a legal right in any third party to enforce its terms or to subject either party to liability for any failure to comply with its terms.

Section 7. No Endorsement. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product or service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as an endorsement of any commercial product or service by SF State, its officers or employees.

Section 8. No Denial of Remedy or Defense. Nothing in this Agreement shall be interpreted as a denial to either Party of any remedy or defense available to it under the laws of the State of California; the consent of the State of California or its agent and agencies to be sued; or a waiver of sovereign immunity or any other governmental immunity of the State of California and SF State beyond the extent of any waiver provided by law.

Section 9. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of any of its obligations hereunder due to any causes beyond the reasonable control of the Party whose performance is affected, including but not limited to fire, strike, war, riots, acts of terrorism, acts of any civil or military authority, acts of God, judicial action, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers, or delays or disruption of in transportation, or other similar cause.

Section 10. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ARTICLE XIII: REPRESENTATION

The Representative of SF State for the purposes of this Agreement is:

Dr. Marilyn Jackson
Interim Assistant Vice President
Division of International Education
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132
Phone: 415-338-3317
Fax: 415-338-6234
E-mail: mjackson@sfsu.edu

The Representative of Other Party for the purposes of this Agreement is:

XXXXXX, President
Xippy Zu Education C. Ltd
Building Ez, You You Number 9
XXXXXX, CCCCC District
XXXXXX China 100045678
Phone: XXXXXXXXXXXXXXX
E-mail: me@XippyZy.cn

ARTICLE XIV: NOTICES

Section 1. All notices under this Agreement must be in writing and sent by electronic mail and prepaid airmail or facsimile to the Parties specified in Article XIII, above.

Section 2. Any Party that changes its address, facsimile number or electronic mail address, must give prompt, written notice of that change to the other Party.

ARTICLE XV: THIS DOCUMENT IS THE ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the Parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the

provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both Parties.

ARTICLE XVI: AUTHORITY VERSION

The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

ARTICLE XVII: GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in the County of San Francisco, State of California. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue or jurisdiction with respect to any proceeding brought in accordance with this paragraph, and stipulates that the state courts located in the County of San Francisco, State of California shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Any final judgment rendered against a Party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

ARTICLE XVIII: EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made.

San Francisco State University

Other Party

Lynn Mahoney, President

Jones, Title

Date: _____

Date: _____

EXHIBIT A

STUDENT CONSENT FOR RELEASE OF INFORMATION

I understand that if I am admitted and enroll at San Francisco State University (SF State) the federal *Family Educational Rights and Privacy Act of 1972* (FERPA) protects the privacy of my education records. As a prospective student, I also may have rights under the laws of the United States, the State of California and/or my country of residence protecting the privacy of records I give to SF State and/or third parties in connection with my application to enroll as a SF State student.

By signing this form, I, _____,
(Please Type/Clearly Print Name of Student)

hereby **waive** any rights described above and **give my consent** to SF State and the person / the Agency named below to disclose my application and any other education records to each other for the purpose of discussing my application to, admission status and educational experience at SF State:

Name of the Agency: _____

Name of the Agent Advisor/Counselor: _____

Agency Address: _____

Agency Phone Number: _____

Email Address: _____

I Am Applying To: ALI Undergraduate Graduate Other (_____)

Cal State Apply Confirmation Number (degree application only): _____

I understand that I have the right **not** to consent to the release of information in my student records and that I may revoke this consent at any time by giving written notice to SF State and the person / the Agency named above. This consent remains valid unless and until I revoke it.

Prospective Student Signature: _____

Prospective Student Name (print): _____

Date: _____

If Prospective Student is under 18 years of age:

I am the parent or legal guardian of the Prospective Student. I am signing this document on his or her behalf.

Parent or Guardian Signature: _____

Parent or Guardian Name (print): _____

Date: _____