**AGREEMENT ON COOPERATION**

On attracting new students

Rome \_\_\_/\_\_\_/202\_

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| **SCHOOL:** |
| **“ITALIAN HOSPITALITY SCHOOL SOCIETA' A RESPONSABILITA' LIMITATA”**  Legal Andress: **VIALE DI TRASTEVERE 208, 00153 RM, ROMA ITALY**  Registration No: **RM1598544**  VAT no:  **15543831000**  Bank name: **Blu Banca**  BIC / SWIFT Code**: SVTUIT21**  Iban / account number**: IT49J0344103209CC0430003184**  WEB page: [www.hoschool.it](http://www.hoschool.it)  E-mail: [info@hoschool.it](mailto:info@hoschool.it)  Phone no: **+39 3456712997**  Represented by its Board Member **Konstantins Spakovs** |

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| **AGENT:** |
| **COMPANY NAME**:  Legal Address**,**  Registration No:  VAT no:  Bank name:  BIC / SWIFT Code  Iban / account number**:**  WEB page:  E-mail***:***  Phone no: +880 1684981818  Represented by: **NAME SURNAME:**  Under the Status: |

Both together referred to as Parties, upon acknowledgement of terms and conditions and Legal consequences of this agreement, without deceit, fraud or enforcement enter into cooperation of following content (hereinafter – Contract):

**SUBJECT MATTER OF THE CONTRACT**

1. The Parties agree to cooperate in attracting students from the geographical area of **-------------.** for training in professional Courses in the field of Tourism and Hospitality implemented by the School (hereinafter – Courses)
2. This is non-exclusive Contract and the School may also authorize other agents within the geographical area referred to in Article 1 of this Agreement.

**THE OBLIGATIONS OF THE PARTIES**

1. On the basis of information provided by the School, the Agent shall implement advertising and PR campaign of the Courses within the geographical area referred to in Article 1 of the Contract (hereinafter – Campaign), as well as consulting of prospective students about the documents needed to start training in Italy (hereinafter – Consultations).
2. Prior to commencement of the Campaign, the Agent shall coordinate the activities, promotional and PR materials developed within the Campaign with the School.
3. Agent shall pay for the implementation of the Campaign from its own funds.
4. 6. The Consultations shall include providing information on the School (its location, Terms and Conditions on the course content and delivery (title, duration, qualification to be awarded etc.) on admission requirements (requirements for prior education, application deadlines etc.) on the procedure for applying for an Italian residence permit (responsible authorities, required documents, what to submit, duration for processing applications etc.) as well as assistance in arranging the documents necessary for the commencement of training.
5. The Agent undertakes to provide the prospective students with accurate, complete and truthful information on the matters set out in Article 5 of this Contract.
6. Agent should not collect, hold or accept from students any fees payable to the school but in a situation where such case arises, fees **Must** be remitted to Italian Hospitality School Account immediately as provided in the Agreement.
7. Applications from prospective students for training at the School including all necessary documents (passport copies and copies of educational documents) must be submitted electronically to the School’s email: [info@hoschool.it](mailto:info@hoschool.it). It is the Agent's responsibility to ensure that the name of the Agent is mentioned in the application.
8. The School notifies the Agent (and prospective students) in writing (via email) of compliance with its Courses admission requirements, as well as provides an Acceptance Letter and invoice.
9. It is the duty of the Agent to ensure that the enrolled students pay the tuition fees and submit the documents for applying for an Italian residence permit in due time (applies only to Full-time and Face-to-face course students).

**PAYMENTS**

1. The obligations of the Agent under this Agreement shall be deemed to have been discharged when Students recruited by the Agent have been accepted by the School, paid application fees and tuition fees, have received an Italian residence permit (applies only to Full-time Face-to-face students) and have started training at the School.
2. Not less than once a year (usually before December 1 of the current year), the Parties shall agree in writing (by e-mail) on the number, names and surnames of the Agent’s recruited students who have commenced training at the School during the reporting period.
3. The School shall reimburse to the Agent a commission (hereinafter referred to as "the Commission") of 10% of the tuition fees paid by the recruited students who have commenced training at the school’s Full-time or Distance Learning courses during the reporting period.
4. In the event that the Agent attracts more than 10 students per year and enrolled in the school’s Full-time or Distance Learning Courses during the reporting period, the school shall raise the Commission up to 15%.
5. It is the duty of the Agent to submit to the School an invoice indicating the names of recruited students for whom the Commission is charged.
6. Payment will be made to the Agent in Euros within 30 days following the date of the invoice, into the Agent’s nominated Company bank account.

**VALIDITY PERIOD AND RESPONSABILITY OF PARTIES**

1. This Contract shall come into force on the Commencement Date and shall continue for an initial fixed term of 2 Years, unless either Party provides 1-month notice in writing terminating the Contract beforehand.
2. Both Parties undertake to fulfil all their duties under the regulations of this Contract until the date of its termination.
3. Parties are released from the liabilities set by the default if they are caused by the **FORCE MAJEURE** i.e. Natural Disasters, Strike, war, Accidents, Fires, Alterations of Legislation of Italy that negatively affect the service delivery or similar force majeure circumstances that the corresponding Parties could not predict.
4. All disagreements are solved in mutual negotiations between both Parties. If the parties cannot come to the agreement, disputes are solved in accordance with the legislation of Italy.

**CONFIDENTIALITY**

1. The Parties agree not to disclose the contents of this Contract to third parties, treating it as confidential.

**DATA PROTECTION**

1. The Parties undertake to determine and comply with the requirements of the Law on Personal Data Processing of Italy: personal-data-processing-code (Law No 675 of 31st December 1996 and regulated by the Legislative Decree No of 196 of 30th June ,2003)

**OTHER CONDITIONS**

1. Both Parties undertake to inform each other about the change of the requisites and/or contact information within one week by sending the notification to the e-mail provided in the Contract.
2. Any modifications of the Contract conditions enter into force only in written form that is signed by both Parties.
3. This Contract is issued and signed in 2 copies in English Language consisting of 3 (three) pages. One copy of the Contract is for the School and the other – for Agent.

**SIGNATURES OF THE PARTIES**

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| On behalf of the School  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Konstantins Spakovs  \_\_\_/\_\_\_/202\_\_ | On behalf of the Agent  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_/\_\_\_/202\_\_ |