Memorandum of Agreement
University of Louisiana at Lafayette
and
Inner Circle Education Center

This agreement is entered into between the University of Louisiana at Lafayette, (hereafter referred to as the “University”), and Inner Circle Education Center, (hereafter referred to as “ICEC”) whose principal place of business is Suite 578, 17800 Castleton Street, City of Industry, California, USA.

Whereas, both the University and ICEC enter in this agreement with the fundamental purpose of promoting international education and exchange and herein agree that ICEC will recruit students from the People’s Republic of China for enrollment in the University classified as first time freshman and Intensive English Program students;

Now therefore, the parties agree as follows:

ICEC Actions and Obligations

1. ICEC will work to promote and publicize University as a high quality, affordable institution of higher learning within the People’s Republic of China. ICEC will optimize all of its contacts and resources across China to raise public awareness of University. Marketing materials and/or related advertising will be subject to the prior review and approval of University, which approval will not be unreasonably withheld or delayed. ICEC agrees that in the course of marketing to students for enrollment in the University it will (1) not state or imply in any marketing materials/advertising that The University of Louisiana System endorses ICEC, any ICEC Affiliates, or any goods, products, or services of ICEC or the ICEC Affiliates, (3) perform such marketing in full compliance with all applicable laws, rules, and regulations, and (4) not provide any commission, bonus or other incentive payments based directly or indirectly upon success in securing enrollments to any person or entity engaged in any student recruiting or admission activities, or to any person directly supervising such person, except in accordance with the provisions of 34 C.F.R. 668.14(b)(22)(2003) and any subsequent amendment thereto, and/or any other requirement of the United States Department of Education, the Louisiana Board of Regents or The Higher Learning Commission of the Southern Association of Colleges and Schools (hereafter collectively the “Education Regulatory Authorities”) hereafter in effect, and all such activities will be carried out in accordance with the requirements and standards of all applicable state or federal Education Regulatory Authorities.

2. ICEC will recruit a minimum of twenty (20) students for the first year and will annually increase the number of students recruited to a mutually agreed upon minimum number of Chinese students for the University.
3. ICEC will carefully screen and yet each applicant to ensure validity of academic transcripts and qualifications. ICEC will also carefully screen to determine financial feasibility of each prospective student and ensure validity of financial documents.

4. ICEC will work with each prospective student on a fee per service basis at no cost to University. Any other University – ICEC collaboration such as specialized training or certificate program shall be addressed in a separate agreement.

5. ICEC will collect from each new student the first two semesters’ cost-of-attendance based upon information submitted from University and remit to University. After the second semester, each student shall pay University directly for his/her own cost-of-attendance.

6. ICEC will serve as a communications conduit and help the University in dissemination of any crucial information and/or policies to current students, prospective students, and parents.

7. ICEC will work with University to assist in retention efforts and student support services when applicable.

8. ICEC will ensure signed FERPA and HIPAA waiver forms are on file with University for each ICEC student.

9. ICEC will assist whenever possible with University's activities in China such as administration and faculty delegation visits.

University Actions and Obligations

1. Promotion and Publicity: University will provide in a timely manner promotional and publicity materials to ICEC. This includes, but is not limited to, brochures, fliers, posters, year books, Viewbooks, cds, dvds, t-shirts, folders, etc.

2. University shall grant ICEC a limited, non-exclusive, license to use, reproduce, perform, display and distribute certain University trademarks during the term as necessary or appropriate to promote the University in China to prospective students that is contingent upon University's prior written approval for use, which shall not be unreasonably withheld. Appendix B lists the initial University trademarks that may be used per this Section. All rights not expressly granted to ICEC in this section are reserved by University.

3. Educational materials: University will provide in a timely manner to ICEC any relevant educational materials. This includes, but is not limited to, academic course catalogs, departmental and program brochures.

4. Admissions Information: University will provide annually in writing all relevant admissions information. This includes, but is not limited to, admission requirements, cost-of-attendance, residence life information, new/revised campus policies.

5. University agrees to expedite ICEC batch (completed) applications and issue paperwork in as reasonable a time as possible. University will give ICEC an estimate of approximate processing time each semester.

6. University refers all informational enquiries and applications of new prospective Chinese students to ICEC with the following exclusions: Enquiries and applications from Students from Wuhan Institute of Technology in China, Transfer Students from
other institutions, University Legacy Students and any other groups as listed in Exclusions clause of this agreement.

7. Any active recruitment by University in China will be done in coordination with ICEC.
8. University will provide in writing an invoice (average cost) each semester for new ICEC students. University will also provide in writing wiring information for funds transfer.
9. University will provide written transcripts as needed directly to continuing Chinese students in good standing (for immigration/visa purposes). Students with outstanding balances or with other holds shall not be granted transcripts.
10. University may provide certain student information upon request to ICEC as needed.
11. University will arrange for airport group pick up of new ICEC students. ICEC students who are arriving individually sooner/later than group must make their own arrangements for transportation to campus.

Other Terms

Protection of Student Information.
Under this Agreement, ICEC may have access to certain student records ("FERPA/HIPAA Records") that are subject to the Family Educational Rights and Privacy Act (FERPA), (20 U.S.C. § 1232g; 34 CFR Part 99) and/or HIPAA in accordance with 42 U.S.C. § 1320 through d-8 ("HIPAA"). If such University records are subject to FERPA, then (A) University designates ICEC as an University official with a legitimate educational interest in such records and ICEC is under University's direct control with respect to the use and maintenance of such records, and (B) ICEC acknowledges that its improper disclosure or redisclosure of personally identifiable information from such records will result in ICEC's exclusion from eligibility to contract with University for at least five (5) years. ICEC expressly agrees that it and its employees, contractors, agents, or other persons for which it is responsible:

(1) will only create, receive, or access any such records solely for the purposes outlined in this Agreement;
(2) will not disclose any such records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing, and specifically ICEC will not disclose any personally identifiable information from such records to any other party without the prior consent of the applicable parent or eligible student in accordance with 34 C.F.R. §99.33;
(3) will take all necessary measures to safeguard such records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which ICEC protects its own confidential information, and
(4) continually monitor their operations and take any action necessary to assure that such records are safeguarded and maintained as confidential in accordance with FERPA and the terms of this Agreement.

Furthermore, ICEC shall indemnify and otherwise hold harmless University for any breach of or failure to comply with this Section and/or with FERPA and/HIPAA.
Exclusions

The following groups of students shall not be recruited by ICEC and are exempt from the terms of this agreement:

Graduate Students: Any PRC student having already received an undergraduate degree and wishing to apply for a graduate degree or to study in the Intensive English Language program at University. ICEC does not actively recruit graduate students but sometimes accepts referrals.

University Current and Former Students: Students from the PRC who are currently enrolled or have attended University in the past and are wishing to re-enroll to finish an undergraduate degree.

Transfer Students: Students from the PRC who are currently enrolled in a University other than in China and wish to transfer to University.

J-Visa Students: Students from the PRC who are on a J-visa due to a University exchange or bilateral program established by University. Any ICEC programs that include J-visa students will be negotiated separately.

Established University Programs: Students from institutions where University has established programs which include:

Wuhan Institute of Technology

University Legacy Students: PRC students who have a legacy with University of Louisiana at Lafayette shall be exempt from restrictions and policies of the agreement.

Legacy is defined as:

Sons, daughters, grand children of University alumni

Siblings (brothers, sisters), parents or children of current University students from the PRC enrolled as of August, 2011.

Sons, daughters, brothers, sisters, spouses, parents of current PRC faculty teaching at University wishing to take English as a Second language or pursue an Undergraduate degree.

Students from Wuhan Institute of Technology in China: PRC student attending or who has attended Wuhan Institute of Technology in China.

Independent Entities

Both ICEC and the University function as separate entities. Neither entity shall have the authority to enter into any contract to bind or obligate the other.

Confidentiality

Both the University and ICEC agree to keep confidential in perpetuity all discussions and communication on market research, market planning, financial resources or other information shared.

Indemnification

ICEC agrees to indemnify the University from and against any and all costs, losses, damages,
liabilities, expenses, demands, and judgments, including court costs and attorney’s fees, which may arise out of ICEC’s performance, except to the extent such are caused by the sole fault or negligence of the University.

Ownership
All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, at Contractor’s expense, at termination or expiration of this Contract. Except as may be mutually agreed to in writing by the parties, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of University, and shall, upon request, be returned by Contractor to University, at Contractor’s expense, at termination or expiration of this Contract.

Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of Louisiana, USA which shall be the venue for any lawsuits arising from or incident of this Agreement.

Authorized and Designated Officials
Both University and ICEC will in addition to authorized individuals, provide contact information on designated individuals who will be responsible for day-to-day communication and implementation of the agreement.

Addendums
Any additions, deletions or revisions to this agreement between University and ICEC must be developed as a written addendum and duly signed by authorized officials in order to take effect.

Into Effect
This Memorandum will go into effect upon signature and renew automatically each year.

Term of Agreement
This MOU shall begin on the date of the last signature below. Either party may terminate this Agreement with or without cause by giving ninety (90) days written notice to the other party. Upon termination of Agreement, any financial or other benefit extended to current ICEC students on campus will continue uninterrupted as long as students remain in good standing.
University Representative:
Dr. E. Joseph Savoie
President
University of Louisiana at Lafayette

Date: 2/17/12

ICEC Representative:
Jim Brosam II, CEO
Inner Circle Education Center (ICEC)

Date: 2-14-12