



NEW YORK SCHOOL OF DESIGN

AGENT AGREEMENT FOR STUDENT REFERRAL

This Agreement is made and entered into on _____ [Date] by and between New York School of Design (“NYSD”), a New York corporation with its principal place of business at 1032 Avenue of the Americas, and _____ [Agent Name], _____ [Agent company name] with its principal place of business at _____ [Address] (hereinafter, the “Agent”).

WHEREAS NYSD offers various fashion design programs.

WHEREAS NYSD desires to engage the Agent to promote and recruit prospective students for its fashion design programs.

AND WHEREAS the Agent possesses the necessary expertise and resources to effectively promote and recruit prospective students.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Agent's Responsibilities:

The Agent agrees to:

- 1.1 Program Promotion: Actively promote NYSD's fashion design programs to prospective students, adhering to NYSD’s brand guidelines.
- 1.2 Information Dissemination:

- Organize and conduct open-house events and program information sessions.
- Utilize mass advertising media, including online platforms, to promote the programs, ensuring all materials are approved by NYSD prior to publication.
- Maintain a trained and knowledgeable staff to respond promptly and accurately to inquiries from prospective students via phone, mail, and email.
- Develop and manage a network of sub-agents, subject to NYSD's approval, ensuring sub-agents comply with the terms of this agreement.

1.3 Application Assistance:

- Provide comprehensive information to prospective students regarding admission criteria, program descriptions, tuition, and fees.
- Assist students in completing application packages and ensure accurate and timely submission to NYSD, along with required enrollment tuition and fees.
- Coordinate closely with NYSD throughout the enrollment process, providing timely updates and addressing any issues.

1.4 Compliance: Adhere to all applicable laws and regulations, including those related to student recruitment and data privacy.

2. NYSD's Responsibilities:

NYSD agrees to:

- 2.1 Program Materials: Provide the Agent with up-to-date program information, marketing materials (including artwork), and any necessary promotional resources.
- 2.2 Timely Communication: Provide prompt responses to inquiries from the Agent and prospective students, with a guaranteed response time of no more than 24 hours during business days.
- 2.3 Enrollment Support: Provide the Agent with all necessary enrollment forms and supporting documentation.
- 2.4 Training and Support: Offer comprehensive training and ongoing support to the Agent to ensure effective program promotion and student recruitment.

- 2.5 Quality Control: NYSD reserves the right to review and approve all promotional materials created by the agent.

3. Payment Terms:

- 3.1 Commission Structure: NYSD shall pay the Agent a commission for each student who successfully enrolls in a NYSD fashion design program, based on the commission schedule provided below. The commission rates will be based on the tuition and fee rates in effect as of June 1, 2025, unless otherwise agreed in writing. Any changes to the commission structure, or program fees, will be provided in writing to the Agent.
- 3.2 Payment Schedule: Commissions will be paid to the Agent upon the student's completion of 50% of the enrolled program.
- 3.3 Reporting: NYSD will provide the agent with a monthly report detailing the status of all students recruited by the agent.
- 3.4 Tax Compliance: The agent is responsible for their own tax obligations.
- 3.5 Commission Schedule: Effective June 1 2025.

Program	Length of Program	Tuition & Fees Amount	Commission Rate	Commission Amount per Student
Fashion Design Foundation	3 months	\$3,200	15%	\$480
Fashion Design Certificate	9 months	\$13,500	15%	\$2,025
Fashion Design Professional	12 months	\$20,500	15%	\$3,075
Fashion Entrepreneurship	12 months	\$21,500	15%	\$3,225
Fashion Technical Design	12 months	\$15,500	15%	\$2,325

4. Term and Termination:

- 4.1 Term: This Agreement shall commence on [Start Date] and shall continue for a period of three (3) years, expiring on [End Date].
- 4.2 Renewal: Upon expiration, this Agreement may be renewed for an additional three (3) years by mutual written consent of both parties.
- 4.3 Termination for Cause: Either party may terminate this Agreement for cause upon thirty (30) days' written notice if the other party materially breaches any provision of this Agreement.
- 4.4 Termination without Cause: NYSD may terminate this agreement with 90 days written notice.
- 4.5 Effect of Termination: Upon termination, the Agent shall cease all promotional activities on behalf of NYSD and return all NYSD materials. Any commissions earned prior to the termination date shall be paid in accordance with the payment terms.

5. Confidentiality:

The Agent agrees to maintain the confidentiality of all NYSD proprietary information, including student data, program details, and marketing strategies.

6. Intellectual Property:

All intellectual property rights related to NYSD's programs and marketing materials shall remain the sole property of NYSD.

7. Indemnification:

The Agent agrees to indemnify and hold harmless NYSD from any claims, liabilities, or expenses arising from the Agent's breach of this Agreement or negligence.

8. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

10. Amendments:

This Agreement may be amended only by a written instrument signed by both parties.

11. Force Majeure:

Neither party shall be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

New York School of Design (NYSD)

By: _____

Date:_____

Chloe Skalli

School Director

[Agent Company Name]

By: _____

Date:_____

Name: _____

Title: _____