**AGREEMENT FOR RECRUITING SERVICES**

**between**

**California State University, FRESNO STATE**

**and**

**[AGENCY NAME]**

This Agreement is entered into between the Trustees of the California State University on behalf of California State University, FRESNO STATE and [Agency Name] (“Agency”). FRESNO STATE and Agency are referred to collectively as the Parties.

FRESNO STATE seeks to promote the enrollment of full-time international students in its undergraduate and graduate degree programs and International Extension Program in the College of Extended Learning (“CEL”). This Agreement sets forth the terms and conditions pursuant to which Agency shall provide such services.

**ARTICLE I: COMMENCEMENT DATE AND TERM**

Section 1. Commencement Date: \_\_\_\_\_\_\_\_\_\_\_, 201\_.

Section 2. Term of Agreement: Five (5) years.

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

**ARTICLE II: DEFINITIONS**

Section 1. “Application” means a complete application for admission to a FRESNO STATE Academic Program 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. “Full-Time Study” means a minimum of \_\_ units per Choose an item for undergraduate students or undergraduate level University Study; \_\_\_ units for graduate students or graduate level University Study; or 20 hours per week of classes in American Culture and Language Program.

Section 3. “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 FRESNO 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 4. Programs:

1. “Academic Program” means a degree program offered by FRESNO STATE, including any program offered through CEL.
2. “ACLP” refers to the American Culture and Language Program offered by FRESNO STATE’S College of Extended Learning that provides intensive English classes to international students.
3. “IEP” refers to any International Extension Program offered by the FRESNO STATE’S College of Extended Learning including ACLP, University Study and others.
4. “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 \_\_ credit units per Choose an item. Students must have demonstrated English language proficiency by achieving a TOEFL score of 500 PB/ 173 CB/61 IB or an IELTS score of 5.5.

Section 5. “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 FRESNO STATE.

Section 6. “Refund Date” means the deadline to withdraw from all units/classes after which no refunds shall be given. This deadline is determined by FRESNO STATE alone.

Section 7. “Agency” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agency’s name). Agency’s place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Agency’s address). Agency is deemed to have recruited a Student if Agency submits the Student’s first Application to FRESNO STATE. In the case of an online Application, Agency is deemed to have recruited a Student if Agency informs FRESNO STATE that Student’s (complete) Application was submitted to FRESNO STATE no later than \_\_ business days from Student’s submission.

Section 8. “Student” means a person who has been recruited by Agency 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 FRESNO STATE.

Section 9. Tuition and Fees.

1. “Academic Program Tuition Fees” means tuition and other fees including instructional fees charged by FRESNO STATE for Academic Programs and Non-Resident Tuition Fees. Academic Program Tuition fees shall at all times be determined by FRESNO STATE alone.
2. “IEP Tuition Fees” means tuition and other instructional fees for any IEP, including but not limited to ACLP and University Study. IEP Tuition Fees shall at all times be determined by FRESNO STATE alone.
3. “Non-Resident Tuition” means any additional instructional fees charged by FRESNO STATE to nonresidents of California (including international students).

**ARTICLE III: REPRESENTATIONS AND WARRANTIES**

Section 1. FRESNO STATE represents and warrants that:

1. FRESNO STATE is the State of California, acting in its higher education capacity, and has the legal capacity to enter into this Agreement.
2. The FRESNO 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. Agency represents and warrants that:

1. Agency has obtained all necessary approvals and rights required by applicable laws, rules and regulations necessary to enter into, and perform under, this Agreement.
2. Agency’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.
3. Agency will not use FRESNO STATE’S Marks or other promotional materials without first obtaining FRESNO STATE’S written consent pursuant to Articles IV and IX, below.
4. Agency declares under the laws of the State of California that Agency is eligible to contract with FRESNO STATE pursuant to the California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq.

**ARTICLE IV: RESPONSIBILITIES OF AGENCY**

Section 1. Agency shall:

1. Describe and promote FRESNO 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 Agency does business, as well as all American (federal and state) and other applicable laws, regulations and policies governing California State University.
2. Provide accurate information to Prospective Students about FRESNO STATE and its Academic Programs and IEP. This can only be done by reference to the materials provided by FRESNO STATE and, when not available, through direct communication with FRESNO STATE.
3. Ensure that Agency’s employees, agents and representatives, including any affiliates or sub-agencies, comply with the terms of this Agreement.
4. Secure prior written approval from FRESNO STATE of all oral and written representations and materials (in any language) that relate or refer to FRESNO STATE and/or its programs (including fee schedules or summaries), and provide FRESNO STATE with a copy of all written materials (with English translations) no later than twenty (20) business days before Agency distributes or otherwise uses such materials.
5. Provide assistance to Prospective Students in completing forms and/or applications and submitting them to FRESNO STATE.
6. Compile and submit to FRESNO STATE all application forms and other related documents including each Student’s permanent address and personal email address.
7. Ensure that each Application is accompanied by the appropriate application fees.
8. Provide Prospective Students and Students with immigration and/or visa advice only as it pertains to their Student status.
9. Provide FRESNO STATE with market intelligence about the recruitment of Students.
10. Abide by the privacy and personal information laws identified in ArticleVII.
11. Bear all costs related to promotional activities, unless otherwise specifically agreed to by FRESNO STATE in writing in advance of the activity.
12. Inform Prospective Students that:
13. Students who come to the United States on a student visa must have a primary purpose of Full-Time Study.
14. Students are required to provide to FRESNO STATE a personal email address and permanent address (other than Agency’s address) in their country of permanent residence.
15. Personal information concerning Potential Students and Students may be made available to Federal and State agencies in compliance with Federal and California law.
16. FRESNO 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.
17. Admission decisions are made by FRESNO STATE alone and Agency gives no input with respect to admission decisions.
18. All application materials must be accompanied by a signed consent form that allows FRESNO STATE staff and Agency 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 Agency 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.
19. Students are required to comply with all FRESNO STATE policies, including policies relating to timely payment of tuition fees.
20. FRESNO STATE reserves the right to dismiss or otherwise discipline Students according to University policies and procedures, which, along with graduation requirements, are accessible on FRESNO STATE’S website at [www.FRESNO](http://www.FRESNO) STATE.EDU.
21. 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.
22. Students will be responsible for paying for the cost of their transportation to FRESNO STATE and their lodging and meals while at FRESNO STATE. FRESNO STATE will make reasonable efforts to arrange for transportation from the airport and for on-campus housing at Student’s request.
23. Students are required to procure medical insurance that meets the requirements of FRESNO STATE and the United States government. Such insurance may be obtained through FRESNO STATE. It is also Choose an item that any dependents accompanying Students procure health insurance coverage that is comparable to what is required for Students.

Section 2. Agency shall not:

a. Represent itself as a partner, employee, agent, affiliate, spokesperson or representative of FRESNO 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 FRESNO STATE that have not been expressly authorized by FRESNO STATE.

d. Take any action that will result in FRESNO 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 Agency operates.

e. Engage in false or misleading advertising or recruitment practices.

f. Make any false or misleading comparisons (or claims of association) between FRESNO STATE and any other educational institution.

g. Represent that FRESNO STATE is associated or affiliated with any other educational institution.

h. Process or forward to FRESNO STATE Applications of Potential Students who do not comply with visa or admission requirements.

i. Use any registered or unregistered Marks of FRESNO STATE, California State University, and/or Marks in any way whatsoever, without prior written authorization from FRESNO 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 FRESNO STATE.

k. Recruit Students who are eligible to receive Federal Fund 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 FRESNO STATE; or

3) The likelihood of being awarded financial aid or scholarships.

**ARTICLE V. RESPONSIBILITIES OF FRESNO STATE**

Section 1. FRESNO STATE shall:

1. Timely provide to Agency accurate and updated information about FRESNO STATE and its programs and tuition fees, so as to enable Agency to perform under this Agreement.
2. Inform Agency of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes.
3. Timely process all Applications received and admit Prospective Students based on FRESNO STATE admission policies. FRESNO STATE, however, is under no obligation to accept Prospective Students referred by Agency.
4. Timely pay Agency’s Fees pursuant to Article VI [and Exhibit B, if applicable].

**ARTICLE VI: AGENCY’S FEES**

Section 1. FRESNO STATE shall pay fees to Agency as follows [and pursuant to Exhibit B, if applicable].

Section 2. IEP Tuition Fees for ACLP and University Study:

1. If seven or less Students enroll in FRESNO STATE’S IEP for the first time, FRESNO STATE shall pay Agency XX percent (XX%) of any IEP Tuition Fees related to ACLP and University Study paid by each such Student for his or her first term at FRESNO STATE.
2. If between eight (8) and twenty (20) Students enroll in FRESNO STATE’S IEP for the first time, FRESNO STATE shall instead pay Agency XX percent (XX%) of any IEP Tuition Fees related to ACLP and University Study paid by each such Student for his or her first term at FRESNO STATE.
3. If more than twenty (20) Students enroll in FRESNO STATE’S IEP for the first time, FRESNO STATE shall instead pay Agency XX percent (XX%) of any IEP Tuition Fees related to ACLP and University Study paid by each such Student for the first three (3) consecutive Choose an item that he or she is enrolled at FRESNO STATE.

Section 3. Other IEP Programs: If a Student enrolls in an IEP program other than ACLP or University Study, the Parties shall separately agree in writing to any fee that FRESNO STATE shall pay to Agency in connection with any such enrollments.

Section 4. Academic Program Fees:

1. For each Student who enrolls in an undergraduate Academic Program, FRESNO STATE shall pay Agency XX percent (XX%) of the Non-Resident Tuition Fees paid by such Student for each term during the Student’s first three (3) consecutive Choose an item at FRESNO STATE, excluding summer sessions. No payment shall be made to Agency in connection with any Non-Resident Tuition paid for any summer session.
2. For each Student who enrolls in a graduate Academic Program, FRESNO STATE shall pay Agency XX percent (XX%) of the Non-Resident Tuition Fees paid by such Student for each term during the Student’s first two (2) consecutive Choose an item at FRESNO STATE, excluding summer sessions. No payment shall be made to Agency in connection with any Non-Resident Tuition paid for any summer session.

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

1. The amount due to Agency for each Student and the Student’s family and given name, as well as the specific program in which the Student is enrolled;
2. The address (for payment), telephone, fax and email details of Agency;
3. An invoice or reference number; and
4. Any additional related information requested by FRESNO STATE.

Section 6. FRESNO STATE shall pay Agency’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 Agency where:

1. A Student withdraws from his or her Academic Program or IEP before the Refund Date in any given applicable term;
2. A Student does not obtain an appropriate visa;
3. A Student is eligible to receive Title IV program funds under the Higher Education Act of 1965;
4. A Student has previously attended FRESNO STATE on a Full-Time Study basis; or
5. Prior to the submission of an Application, the Student has also been recruited through FRESNO STATE’S own recruitment efforts, including any FRESNO STATE distance education course.

**ARTICLE VII: PRIVACY OF PERSONAL INFORMATION**

CSU and Agency 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 Agency may be, subject to various privacy, freedom of information and public records laws, and CSU and Agency 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. Agency shall defend, indemnify and hold FRESNO STATE, and its trustees, officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, attorney's fees, 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, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.

Section 2. FRESNO STATE shall defend, indemnify and hold Agency, and its trustees, officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense, attorney's fees, 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, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of FRESNO STATE, its officers, agents, or employees.

**ARTICLE IX: INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS**

Section 1. FRESNO STATE authorizes Agency to use FRESNO STATE Marks and other proprietary materials for the purpose of recruiting, advertising, and marketing FRESNO STATE provided that Agency strictly complies with the following procedures:

1. Agency may not use any registered or unregistered Marks, trade names, pictures, graphics or other FRESNO STATE materials in any way whatsoever, without prior written authorization from FRESNO STATE. FRESNO STATE’S Marks cannot be altered in any manner and must follow the strict guidelines presented in the FRESNO STATE’S Visual Identity Manual, which is located at http://identity.FRESNOSTATE.EDU. In addition, each use of the Marks must be approved by FRESNO STATE, as set forth below.
2. Agency shall provide FRESNO STATE with a copy of all promotional materials (with or without Marks) that concern or refer to FRESNO STATE and/or its programs no later than 20 business days before Agency distributes or otherwise uses such promotional materials.

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

**ARTICLE X: TERMINATION**

Section 1. Either Party may terminate this Agreement at any time 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:

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

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

1. Submit to FRESNO STATE all pending applications from Prospective Students (received up to the date of termination);
2. Cease making any representations of any kind concerning FRESNO STATE, except as is necessary to conclude pending application(s);
3. Cease to use any promotional or other materials supplied by, or concerning, FRESNO STATE; and
4. Return all such materials to FRESNO 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. Agency shall not assign or subcontract this Agreement or any right under this Agreement without the prior written consent of FRESNO STATE (which may be withheld at its discretion).

Section 2. Any request for consent submitted to FRESNO 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 FRESNO STATE, Agency remains fully responsible for performing its obligations under this Agreement.

**ARTICLE XII: MISCELLANEOUS TERMS**

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

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. The Parties certify that they have not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of FRESNO 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 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 FRESNO 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 FRESNO STATE beyond the extent of any waiver provided by law.

Section 9. Force Majeure. Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, 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 in transportation.

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 FRESNO STATE for the purposes of this Agreement is:

|  |  |
| --- | --- |
| Russel D. Statham, M.B.A.  Manager of Administration and  Global Operations  Division of Continuing and  Global Education |  |
| 5005 North Maple Avenue, M/S ED76  Fresno, CA 93740-8025  559.278-0333  559.278-0395  rdstatham@csufresno.edu |  |
|  |  |

The Representative of Agency for the purposes of this Agreement is:

|  |  |
| --- | --- |
| [Name; Title] |  |
| [Address]  [Phone]  [Fax]  [e-mail] |  |

**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 0, 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 AUTHORITATIVE 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 and federal courts located in the County of FRESNO, 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 and federal courts located in the County of FRESNO, 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: INSURANCE**

***[The appropriate insurance provision(s) is/are to be inserted by the campus risk manager after consultation with Systemwide Risk Management]***

**ARTICLE XVIIII: 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.

|  |  |
| --- | --- |
| California State University,  FRESNO STATE | Agency |
| Dr. John D. Welty, President | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Jones, Title] |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_ |

*[CAMPUS LETTERHEAD]*

**EXHIBIT A**

**STUDENT CONSENT FOR RELEASE OF INFORMATION**

I understand that if I am admitted and enroll at [*Name of Campus*], 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 *FRESNO STATE* and/or third parties in connection with my application to enroll as a *FRESNO STATE* student.

By signing this form, I, , hereby **waive** any rights described above and **give my consent** to *FRESNO STATE* and the person / 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 *FRESNO STATE*:

Name of Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 *FRESNO STATE* and the person / 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: