

This agreement made in duplicate effective this _____ day of _____ 20__ between

Open Hearts Language Academy Inc.

Hereinafter referred to as "OHLA"

OF THE FIRST PART

-and-

Hereinafter referred to as the "Agent"

1. TERMS OF AGREEMENT

This agreement shall become effective on the date stated above and shall be valid for a period of one (1) year. This Agreement may be extended for one or more further terms of one (1) year each at the option of OHLA. The Agent acknowledges that OHLA is under no obligation to extend or continue this Agreement or to offer the Agent a new Agreement after the expiration of the initial term.

2. PROGRAM DESCRIPTION

The Agent wishes to hire the services of OHLA to provide the ground portion of an ESL PROGRAM in its campuses located in Florida. OHLA shall deliver the services in accordance with the terms and conditions provided to the Agent from time to time.

and/or

The Agent wishes to hire the services of OHLA to provide University placement services. OHLA shall deliver the services in accordance with the terms and conditions provided to the Agent from time to time.

3. COMMISSION STRUCTURE

ESL PROGRAM

In consideration of the services rendered by the Agent and set herein and, for every fully paid participant, OHLA shall offer to the Agent a set commission calculated as the difference between the Client Public Price and the Agent Net Price .The Client Public Price and the Agent Net Price shall vary based on the campus, the selected program and the length of study for which the client is registered and paid for. Refer to Appendix 1 for details of the Client Public Price and Agent Net Price.

UNIVERSITY PLACEMENT

OHLA has articulation agreements with a number of universities and colleges in the United States. The commission varies by university and or college and ranges between 8% to 15% of the amount paid for the first-year tuition. Commission shall be confirmed to Agent at upon registration.

4. SERVICES TO BE PERFORMED BY OHLA

ESL PROGRAM

A. I-20 form: OHLA upon receiving the required documents shall process all applications and provide to the participant the I-20 and acceptance letter.

B. Accommodation information: If the host family option is chosen, host family profiles shall be completed and forwarded to the Agent / participant as soon as matches have been made but no less than 5 days before arrival.

C. Screening of potential host family: Host families shall be personally interviewed and visited in their home by a representative of OHLA. Copy of the visitation report shall be kept on file. This report shall be provided to the Agent / participant upon request. We reserve the right to place up to 3 international students in each family.

D. Medical insurance: OHLA is to provide to each participant a complementary enrollment into its medical insurance policy for a minimum of USD \$500,000. Information regarding the insurance, the details of the coverage, the emergency phone number shall be provided to the Agent upon request. Note that F1 Visa students must maintain valid insurance coverage for their period of study.

E. Support and assistance: OHLA shall ensure consistent support during the full duration of the Program. OHLA shall inform the Agent of any serious problems or of any changes in accommodation in a timely manner.

F. Classes: OHLA shall deliver all classes as specified in the program description provided to the Agent.

G. Disciplinary actions: OHLA, in consultation with the Agent reserves the right to take necessary disciplinary action for participants who do not abide by OHLA rules.

UNIVERSITY PLACEMENT

A. Assist in the screening of participants: OHLA upon receiving the required documents and payment, shall process the application(s) and provide to the participant the I-20 and acceptance letter.

B. Process the application: OHLA upon receiving the required documents and payments, shall process all applications and provide to participant the Conditional Letter of Acceptance (CLA) from the agreed upon university.

5. SERVICES TO BE PERFORMED BY THE AGENT

ESL PROGRAM

A. Ensure completion of application: The Agent is to ensure that applicants provide all documents required to obtain an F-1 Visa.

B. Ensure that participants requiring and F1 visa meet the following eligibility requirements:

1. Are at least 16 years of age on arrival.
2. Have completed their High OHLA studies in their country.
3. Demonstrate maturity, good character and aptitude required to participate in the program.
4. Are in excellent health and demonstrate no emotional disorder.

Participants with a past or present history of anorexia, bulimia, psychiatric treatment or nervous breakdown, etc. should not be considered for the program.

C. Provide applicants with pre-departure material and information: The Agent is to provide their participants with pre-departure orientation material and must review general rules and regulations of the program as listed in the application form.

D. Work with OHLA: The Agent shall work with OHLA program staff in a cooperative manner on all placement and assistance matters.

E. Adhere to NAFSA "Code of Ethics": The Agent shall, in its promotional efforts, adhere to and follow the terms of the NAFSA Code of Ethics [see Appendix 2].

UNIVERSITY PLACEMENT

A. Recruit qualified international students meeting the following eligibility requirements

Undergraduate Degree

1. Students have successfully completed the OHLA Advanced 2 level.
2. Students hold a High School Diploma.
3. Students can provide the last 3 years of transcripts with an official English translation showing a GPA of 2.5 or above (Scale of 4).

Students wishing to apply for an Undergraduate Degree program without completing the OHLA Advanced 2 level must have an IELTS score of 6.0 and above or a TOEFL score of 80 and above. OHLA is to receive a copy of the official scores which cannot be more than 12 months old to be considered valid.

Graduate Degree

1. Have successfully completed the OHLA Elite level.
2. Hold a Bachelor Degree Diploma.
3. Can provide University Transcripts with an official English translation showing a GPA of 2.5 or above (Scale of 4).
4. WES or NACES evaluation (may be required depending on the program chosen).
5. GRE or GMAT (may be required depending on the program chosen).

Students wishing to apply for a Graduate Degree program without completing the OHLA Elite level students must have an IELTS score of 7.0 and above or a TOEFL score of 90 and above. OHLA is to receive a copy of the official scores which cannot be more than 12 months old to be considered valid.

B. Ensure completion of application: The Agent is to ensure to provide all documents required to obtain the Conditional Letter of Acceptance (CLA) from the agreed upon university through the AMS platform.

C. Communication: The Agent is to respond promptly to emails and communication from OHLA sent through the AMS platform or via other means

D. The Agent shall work with OHLA program staff in a cooperative manner on all placement and assistance matters.

E. The Agent shall, in its promotional efforts, adhere to and follow the terms of the NAFSA Code of Ethics [see Appendix 2].

6. PAYMENT AND CANCELLATION POLICY

ESL PROGRAM

A. Payment schedule: A non-refundable deposit of USD \$120 and a mailing fee of USD \$80 (for F1 Visa holder only) is due with registration into the program. The remaining balance of total program fee shall be sent to OHLA 14 day prior to the scheduled start date of the program.

B. Cancellation: If the student visa is denied, all fees already paid, except for the non-refundable application fee of USD \$120 and the mailing fee of USD \$80 shall be refunded. If, for any other reason, enrollment is cancelled, the terms of the cancellation policy found in Appendix 3, shall apply.

C. Program termination: If the student is terminated by Open Hearts Language Academy due to violations of OHLA written disciplinary and/or attendance policies and/or local, state, or federal laws, no refund will be permitted.

UNIVERSITY PLACEMENT

A. Application fee: For Undergraduate Degree program a non-refundable fee of \$250.00 per university application will be charged. For Graduate Degree programs a non-refundable fee of \$350.00 per university application will be charged. *Application fee shall be waived for all students registered in an ESL classes at OHLA.*

7. METHOD OF PAYMENT

All payments shall be made in US Dollars to the account listed on the invoice.

8. INDEMNIFICATION

This agreement shall not be deemed to create any relationship by which OHLA might be liable for the omissions of the Agent. It is understood that failure by the Agent to fully provide services as described in this agreement may result in OHLA having to compensate participant for breach of agreement. In this case the Agent agrees to refund OHLA for damages paid out.

9. TERMINATION CLAUSE

Subject to any failure by the Agent to substantially perform or observe any of his obligation or agreements which are contained in this Agreement, or should the Agent do any unauthorized act by which OHLA may unreasonably incur liability, or for any other just cause, OHLA may terminate this Agreement immediately.

OHLA may terminate this Agreement without cause upon providing written notice to the Agent. OHLA shall provide the Agent at least sixty (60) days written notice of termination of this Agreement, unless such written notice is waived by written agreement. OHLA shall pay to the Agent compensation that he may be entitled to under this Agreement up to and including the date of termination. OHLA shall then have no further obligation to the Agent.

The Agent may terminate this agreement upon providing at least sixty (60) days written notice to OHLA, unless such written notice is waived by written agreement.

10. COMMUNICATIONS

All communications from the Agent must be made to OHLA's office at the address below.

Open Hearts Language Academy Inc.
825 Brickell Bay Dr. Suite 1850
Miami, Florida 33131
Tel. 305-379-4027
Email: info@ohla.com

11. GOVERNING LAW: CAPTIONS

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and shall be governed by the laws of the state of Florida in the United States.

This Agreement may not be changed orally. All changes must be done in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience or reference only and shall not be considered a part of this Agreement.

For: Open Hearts Language Academy Inc.

Signature 

Name: Jenny Nieveen
Position: Director of Marketing

For:

Signature

Name
Position

Public and Agent prices 2020

MIAMI BRICKELL & AVENTURA CAMPUSES

<i>Each lesson is 50 minutes long</i>						
Programs & Fees	Lessons per week	Gross Tuition	Net Tuition 2 - 8 weeks	Net Tuition 9 - 16 weeks	Net Tuition 17 weeks plus	Visa Type Required
SEMI INTENSIVE	20	\$230.00	\$164.00	\$153.00	\$142.00	B1/B2 /WAIVER
INTENSIVE	25	\$270.00	\$192.00	\$179.00	\$166.00	F-1
SUPER INTENSIVE	30	\$305.00	\$216.50	\$201.75	\$187.00	F-1
SEMI INTENSIVE + EXAM PREP	35	\$420.00	\$297.00	\$276.50	\$256.00	F-1
TOEFL / IELTS / CAMBRIDGE PREP	15	\$310.00	\$220.00	\$205.00	\$190.00	B1/B2 /WAIVER
ONE TO ONE PROGRAM	10	\$530.00	\$374.00	\$348.00	\$322.00	B1/B2 /WAIVER

ORLANDO METROWEST & CELEBRATION CAMPUSES

<i>Each lesson is 50 minutes long</i>						
Programs & Fees	Lessons per week	Gross Tuition	Net Tuition 2 - 8 weeks	Net Tuition 9 - 16 weeks	Net Tuition 17 weeks plus	Visa Type Required
SEMI INTENSIVE	20	\$210.00	\$150.00	\$140.00	\$130.00	B1/B2 /WAIVER
INTENSIVE	25	\$240.00	\$171.00	\$159.50	\$148.00	F-1
SUPER INTENSIVE	30	\$270.00	\$192.00	\$179.00	\$166.00	F-1
SEMI INTENSIVE + EXAM PREP	35	\$380.00	\$269.00	\$250.50	\$232.00	F-1
TOEFL / IELTS / CAMBRIDGE PREP	15	\$280.00	\$199.00	\$185.50	\$172.00	B1/B2 /WAIVER
ONE TO ONE PROGRAM	10	\$490.00	\$346.00	\$322.00	\$298.00	B1/B2 /WAIVER

BOCA RATON & TAMPA CAMPUSES

<i>Each lesson is 50 minutes long</i>						
Programs & Fees	Lessons per week	Gross Tuition	Net Tuition 2 - 8 weeks	Net Tuition 9 - 16 weeks	Net Tuition 17 weeks plus	Visa Type Required
SEMI INTENSIVE	20	\$220.00	\$157.00	\$146.50	\$136.00	B1/B2 /WAIVER
INTENSIVE	25	\$255.00	\$181.50	\$169.25	\$157.00	F-1
SUPER INTENSIVE	30	\$290.00	\$206.00	\$192.00	\$178.00	F-1
SEMI INTENSIVE + EXAM PREP	35	\$400.00	\$283.00	\$263.50	\$244.00	F-1
TOEFL / IELTS / CAMBRIDGE PREP	15	\$295.00	\$209.50	\$192.25	\$181.00	B1/B2 /WAIVER
ONE TO ONE PROGRAM	10	\$510.00	\$360.00	\$335.00	\$310.00	B1/B2 /WAIVER

NAFSA's Code of Ethics

Members of NAFSA: Association of International Educators are dedicated to providing high-quality education and services to participants in international educational exchange. NAFSA members represent a wide variety of institutions, disciplines, and services. This Code of Ethics that proposes to set standards for the professional preparation and conduct of all NAFSA members must accommodate that diversity as well as emphasize common ethical practices. The Code sets forth rules for ethical conduct applicable to all NAFSA members. It does not provide a set of rules that prescribe how members should act in all situations. Specific applications of the Code must take into account the context in which it is being considered. In addition to this Code, NAFSA has also enacted guidelines for specific areas of Professional practice not applicable to all members. These guidelines are set forth in the Principles for International Educational Exchange. Individuals should recognize that professional practices in more than one area could apply to them.

Members are encouraged to use the Code of Ethics as an educational tool for working with other members and nonmembers of NAFSA.

All members, whether paid or unpaid for their work in international educational exchange, are expected to uphold professional standards.

International educators operate in complex environments, with legitimate and sometimes competing interests to satisfy. Ultimately, their concern must be to the long-term health of international educational exchange programs and participants.

Sorting through ethical dilemmas is often best done with help from others, either one's colleagues in the organization or experts in the subject-matter area.

1. NAFSA Members Have a Responsibility to:

- a. Maintain high standards of professional conduct.
- b. Follow ethical practices outlined in the Code of Ethics. Strive to follow the ethical practices outlined in the Principles for International Educational Exchange.
- c. Balance the wants, needs, and requirements of program participants, institutional policies, laws, and sponsors. Members' ultimate concern must be the long-term well-being of international educational exchange programs and participants.
- d. Resist pressures (personal, social, organizational, financial, and political) to use their influence inappropriately and refuse to allow self-aggrandizement or personal gain to influence their professional judgments.
- e. Seek appropriate guidance and direction when faced with ethical dilemmas.
- f. Make every effort to ensure that their services are offered only to individuals and organizations with a legitimate claim on these services.

Since members work in an area affected by rapid social, political, and economic changes, they must stay informed of current developments to be professionally competent.

2. In Their Professional Preparation and Development, Members Shall:

- a. Accurately represent their areas of competence, education, training, and experience.
- b. Recognize the limits of their expertise and confine themselves to performing duties for which they are properly educated, trained, and qualified, making referrals when situations are outside their area of competence.
- c. Be informed of current developments in their fields, and ensure their continuing development and competence.
- d. Stay abreast of laws and regulations that affect their clients.
- e. Stay knowledgeable about world events that impact international educational program participants.
- f. Stay knowledgeable about differences in cultural and value orientations.
- g. Actively uphold NAFSA's Code of Ethics when practices that contravene it become evident.

One of the most challenging aspects of work in the field of educational exchange is balancing among the dictates of various cultures and value systems. Members must be aware of the influence that culture has had on their own values and habits and on the interpretations and judgments they make of the thoughts and habits of others.

Proselytizing is defined as unsolicited, coercive, manipulative and/or hidden persuasion that seeks to influence others to adopt another way of thinking, believing or behaving.

While enjoying interpersonal interactions with people from other cultures, members need to avoid situations in which their judgments may be, or appear to be, clouded because of personal relationships— either positive or negative ones.

Although a categorical ban on accepting gifts might be impractical for members who work with individuals representing cultures where the giving of gifts is important, members need to exercise caution in accepting gifts that might be intended to influence them.

Members' professional and ethical responsibilities extend beyond program participants to all individuals with whom they have interactions, whether they are prospective students and scholars, friends and relatives of program participants, or the general public.

Students and scholars often don't understand the processes and procedures for safe guarding their rights in the United States. Members should provide information about these or make referrals as appropriate.

Being tolerant and respectful of different behaviors and values among individuals who are culturally similar is often more difficult than being tolerant of those differences of people from other cultures.

Nevertheless, members should make every effort to show their same-culture colleagues the respect they show their different-culture clients.

Just as they have duties to their clients, members have duties to their professional colleagues. When members accept responsibilities through NAFSA, they should carry them out promptly.

It is often tempting to overlook the long-term need for professional development in the press of daily business. Members must remain cognizant of the need for continuing professional development.

3. In Relationships with Students, Scholars, and Others, Members Shall:

- a. Understand and protect the civil and human rights of all individuals.
- b. Not discriminate with regard to race, color, national origin, ethnicity, sex, religion, sexual orientation, marital status, age, political opinion, immigration status, or disability.
- c. Recognize their own cultural and value orientations and be aware of how those orientations affect their interactions with people from other cultures.
- d. Demonstrate awareness of, sensitivity to, and respect for other educational systems, values, beliefs, and cultures.
- e. Not exploit, threaten, coerce, or sexually harass others.
- f. Not use one's position to proselytize.
- g. Refrain from invoking governmental or institutional regulations in order to intimidate participants in matters not related to their status.
- h. Maintain the confidentiality, integrity, and security of participants' records and of all communications with program participants. Members shall secure permission of the individuals before sharing information with others inside or outside the organization, unless disclosure is authorized by law or institutional policy or is mandated by previous arrangement.
- i. Inform participants of their rights and responsibilities in the context of the institution and the community.
- j. Respond to inquiries fairly, equitably, and professionally.
- k. Provide accurate, complete, current, and unbiased information.
- l. Refrain from becoming involved in personal relationships with students and scholars when such relationships might result in either the appearance or the fact of undue influence being exercised on the making of professional judgments.
- m. Accept only gifts that are of nominal value and that do not seem intended to influence professional decisions, while remaining sensitive to the varying significance and implications of gifts in different cultures.
- n. Identify and provide appropriate referrals for students or scholars who experience unusual levels of emotional difficulty.

- o. Provide information, orientation, and support services needed to facilitate participants' adaptation to a new educational and cultural environment.

4. In Professional Relationships, Members Shall:

- a. Show respect for the diversity of viewpoints among colleagues, just as they show respect for the diversity of viewpoints among their clients.
- b. Refrain from unjustified or unseemly criticism of fellow members, other programs, and other organizations.
- c. Use their office, title, and professional associations only for the conduct of official business.
- d. Uphold agreements when participating in joint activities and give due credit to collaborators for their contributions.
- e. Carry out, in a timely and professional manner, any NAFSA responsibilities they agree to accept.

5. In Administering Programs, Members Shall:

- a. Clearly and accurately represent the identity of the organization and the goals, capabilities, and costs of programs.
- b. Recruit individuals, paid and unpaid, who are qualified to offer the instruction or services promised, train and supervise them responsibly, and ensure by means of regular evaluation that they are performing acceptably and that the overall program is meeting its professed goals.
- c. Encourage and support participation in professional development activities.
- d. Strive to establish standards, activities, instruction, and fee structures that are appropriate and responsive to participant needs.
- e. Provide appropriate orientation, materials, and on-going guidance for participants.
- f. Provide appropriate opportunities for students and scholars to observe and to join in mutual inquiry into cultural differences.
- g. Take appropriate steps to enhance the safety and security of participants.
- h. Strive to ensure that the practices of those with whom one contracts do conform with NAFSA's Code of Ethics and the Principles for International Educational Exchange.

6. In Making Public Statements, Members Shall:

- a. Clearly distinguish, in both written and oral public statements, between their personal opinions and those opinions representing NAFSA, their own institutions, or other organizations.
- b. Provide accurate, complete, current, and unbiased information.

CANCELLATION AND REFUND POLICY

In case of Visa denial, all fees except for the initial Application fee and mailing fee shall be refunded.

For all other cases, if Students cancel their enrollment prior to the start of the initial session in which they are enrolled, a cancellation fee equal to 4 weeks tuition [or to the proposed length of study, if less than 4 weeks] shall apply. However, fees such as: housing stipend or residential fee and airport transfer fees shall be refunded.

After the start of any session the following cancellation fees shall apply:

Tuition

Tuition for the full 12-week session [or to the proposed length of study, if less than 12 weeks] is non-refundable, unless Students test above OHLA's highest level of instruction or have a documented medical emergency. If Students test above our highest level of instruction, tuition and fees paid will be refunded. If during the session Students must return to their home country for a documented emergency, the unused portion of tuition shall be held on account for a period of one year, for use upon return.

Housing stipend

Housing placement fee is non-refundable
A cancellation fee equal to 2 weeks of housing stipend shall apply.

Residential fee

Residential placement fee is non-refundable
A cancellation fee equal to 2 weeks of paid residential fee shall apply.

Others

For any session in which Students cancel, fees paid for materials, books, Student services and health insurance [if chosen] are non refundable.

If Open Hearts Language Academy cancels the program, subsequent to Students' enrollment, all tuition and fees, including the initial application fee, paid shall be refunded.

If a Student is terminated by Open Hearts Language Academy due to violations of OHLA written disciplinary and/or attendance policies and/or local, state, or federal laws, no refund shall be permitted.

If Students' tuition and fees are paid through an Open Hearts Language Academy representative the refund shall be processed through this representative.