

Limited Liability Company (SIA)
“International Studies and Research Fund”

PROCEDURE

for Cooperation with International Applicant Recruitment
Agencies

Procedure for Cooperation with International Applicant Recruitment Agencies

I. General Conditions

1. The present document lays down the procedures for initiating and developing cooperation between the limited liability company (*in Latvian* - SIA) “International Studies and Research Fund” (hereinafter – **ISRF**) and international applicant recruitment agencies (hereinafter – **Agents**) in international applicant recruitment.
2. For the purposes of this procedure, **international applicant recruitment** refers to a set of activities leading to the commencement of studies by a prospective international applicant at Rīga Stradiņš University (hereinafter – **RSU**), including, receiving information about study programmes offered at RSU, during the current admission submits electronic application form on the RSU e-Admissions portal (hereinafter – **Application Form**), passes the Admission Competition (receives an offer of a study place at RSU), makes tuition fee payments, signs the study contract, is enrolled for studies and actually commences studies at RSU (have started to participate in the study process).
3. The ISRF formalises cooperation with Agents by concluding a cooperation contract for mediation services, i.e., the recruitment of international applicants (hereinafter – **Contract**).
4. For the purposes of this procedure, international applicants are all applicants who apply for admission to the study programmes at RSU taught in English. Each section of the present procedure refers to the study programmes taught in English.
5. RSU admits international applicants to the study programmes taught in English twice per year – during February and September intakes.

II. Initiation of cooperation

6. The ISRF shall initiate cooperation with the Agent in the following ways:
 - 6.1. the Agent shall recruit its first international applicant for studies at RSU by carrying out activities specified in Clause 12 herein. If the international applicant successfully passes the Admission Competition and receives an offer of a study place at RSU:
 - 6.1.1. the ISRF responsible employee shall request the Agent to provide the following documents and data:
 - 6.1.1.1. completed ISRF Form No ISRF-1(2) "Agent Application Form for International Student Recruitment" (hereinafter – **Agent Application**);
 - 6.1.1.2. Agent's data necessary for the conclusion of the Contract;
 - 6.1.1.3. contact details of two (2) reference providers – name, surname, the higher education institution they represent, located in the European Union, the European Economic Area or the Swiss Confederation (hereinafter collectively referred to as **EU/EEA countries** or **the Swiss Confederation**), position, email address, direct telephone number;
 - 6.1.1.4. company registration certificate.
 - 6.1.2. the Agent shall fill out the Agent Application and send it to the ISRF responsible employee;
 - 6.1.3. the ISRF responsible employee shall contact the reference providers specified by the Agent and request them to complete the ISRF Form No ISRF-2(2) "Agent Reference Request Form" (hereinafter – Reference Form);
 - 6.1.4. the ISRF shall evaluate the Agent's application and inform the Agent within three (3) weeks about the decision to offer or refuse to offer cooperation and the reasons thereof;
 - 6.1.5. if the ISRF decides to officially start cooperation with the Agent, within three (3) weeks after the fulfilment of the requirements mentioned in Clause 12 herein, the ISRF shall prepare the Contract, assign it a registration number, and make the necessary entries in the ISRF Agent Contract Register;

- 6.1.6. two copies of the Contract shall be signed and sealed by a member of the ISRF Board and sent by post to the Agent by the responsible employee.
- 6.2. The ISRF, on the initiative of the ISRF or the Agent, shall assess and decide whether to commence cooperation in international applicant recruitment, by taking the following steps:
 - 6.2.1. the ISRF initiates discussions about cooperation (face-to-face meetings, telephone communication, via e-mail);
 - 6.2.2. if the Agent agrees to commence cooperation, the ISRF responsible employee requests the Agent to submit the following documents and data:
 - 6.2.2.1. completed Agent Application;
 - 6.2.2.2. Agent's data necessary for the conclusion of the Contract;
 - 6.2.2.3. company registration certificate.
 - 6.2.3. the Agent shall fill out the Agent Application and send it to the ISRF responsible employee;
 - 6.2.4. the ISRF reserves the right to approach other institutions of higher education that cooperate with the Agent to learn their experience in cooperating with the Agent. In such case, a Reference Form shall be sent to the aforementioned institutions of higher education;
 - 6.2.5. the ISRF shall prepare the Contract, assign it a registration number, and make the necessary entries in the ISRF Agent Contract Register;
 - 6.2.6. two copies of the Contract shall be signed and sealed by a member of the ISRF Board and sent by post to the Agent by the responsible employee.
- 6.3. The ISRF reserves the right, at its sole discretion and without giving reasons, to reject the Agent Application to commence cooperation, having assessed its compliance with the strategy for attracting applicants or other factors.
- 6.4. The ISRF may not conclude a Contract or establish financial relations with Agents who are currently enrolled as RSU students, or with companies whose direct beneficiaries are currently enrolled as RSU students.
7. Upon receipt of both copies of the Contract, the Agent shall sign them and send one copy of the Contract to the ISRF responsible employees by post.
8. The ISRF responsible employee shall make the necessary entries in the ISRF Agent Contract Register regarding the receipt of the Contract and submit it to the ISRF Accounting Officer for safekeeping.

III. Cooperation Framework

9. After the commencement of cooperation, ISRF/RSU shall:
 - 9.1. create an Agent profile in the RSU Student Information System (hereinafter – SIS);
 - 9.2. add the Agent's contact information to its profile in the SIS;
 - 9.3. place the Agent's contact information on the RSU website in the section "International Cooperation Partners", subsection "Official RSU Representatives Abroad";
 - 9.4. inform the Agent of the procedure for the Agent's registration on the RSU e-Admission Portal. After registration has been completed, RSU shall grant the Agent the right to submit applications for all international applicants recruited by the Agent on the RSU e-Admission Portal using one unique e-mail address of the Agent;
 - 9.5. at the request of international applicants, inform them about all Agents with whom the ISRF has a Contract or about Agents operating in the country of citizenship and/or residence of the international applicants.
10. The ISRF/RSU reserves the right to impose on the Agent a prohibition from:
 - 10.1. recruiting international applicants or recruiting international applicants from certain countries or regions;
 - 10.2. filling out an Application Form for international applicants from certain countries or regions.
11. After commencement of cooperation, the Agent shall have the following rights:

- 11.1. request and use the official logo, photo and video materials of RSU for recruitment of international applicants, as well as to create, prepare and use the Agent's own photo and video materials for this purpose;
- 11.2. photograph and/or film in RSU premises only if both of the following conditions are met, namely, only within the duration of the Contract and only if the taking of photographs and/or filming and its schedule have been agreed with RSU at least two calendar weeks before the respective activity;
- 11.3. upon a written request, obtain information about their previous cooperation with ISRF and the results thereof. ISRF does not provide any information about its cooperation with other Agents and the results thereof;
- 11.4. upon the request by RSU, the Agent must send the produced photo and/or video material to the International Admissions Office of the RSU International Department (hereinafter – ID IAO) for approval.
12. In relation to the admission of international applicants, the Agent has the following obligations:
 - 12.1. to register one unique e-mail address of the Agent on the RSU e-Admission Portal in accordance with the ISRF/RSU instructions;
 - 12.2. to create by virtue of the rights granted to the Agent the applications of all international applicants recruited by the Agent on the RSU e-Admissions Portal, using one unique e-mail address of the Agent;
 - 12.3. to receive and process all the necessary documents of the international applicants, to fill out the international applicants' Application Forms where the Agent is clearly and unequivocally indicated as the international applicant's representative, upload the application documents requested by the RSU, to provide that the international applicants comply with all admission requirements;
 - 12.4. to make sure that the international applicants provide accurate information in the Application Form, to ensure that the international applicants indicate their personal e-mail address, which is regularly used and checked, in the Application Form. RSU shall, if necessary, check the contact details (including e-mail address) of international applicants and inform the Agent/international applicant of any discrepancies. RSU shall register the personal e-mail address of the international applicant and shall continue communication only via this address;
 - 12.5. to complete the international applicant's Application Form on the RSU e-Admission Portal and submit a fully completed application by pressing the "Submit" button. The date and time at which the "Submit" button is pressed shall be deemed to be the time of submission of a complete application;
 - 12.6. to send the electronic application number (main view, top right corner) and the name (as it appears in the passport) of each international applicant to the e-mail address admissions@rsu.lv or to the Agent's direct point of contact at ID IAO;
 - 12.7. at the request of ID IAO employees, complete the applicant's application (provide an explanation, submit additional documents, explain the rating scale indicated in the educational documents) and perform other required actions;
 - 12.8. to ensure effective and timely communication and information exchange with the ID IAO staff regarding the applications of international applicants recruited by the Agent to RSU, and to comply with all RSU requirements and obligations outlined in the Contract within the specified deadlines;
 - 12.9. to notify the international applicants timely and fully on the study programmes offered by RSU in English and the admission process, the set study fees and other required payments, RSU admission criteria, admission requirements, procedure and results, as well as other requirements;
 - 12.10. to notify the international applicants of the necessary procedures for recognition and certification of educational documents, certification of other documents, as well as immigration procedures (procedure, costs, deadlines, etc.);
 - 12.11. to inform international applicants, within the scope of its competence, about the RSU study process, as well as matters related to studies and living conditions;

- 12.12. if an international applicant is offered a study place in the Admission Competition (the international applicant receives a study place offer letter), the Agent shall ensure that:
 - 12.12.1. the international applicant pays the tuition fee and other payments (thereby confirming the study place) by the deadline specified in the RSU study place offer letter;
 - 12.12.2. after payment of the tuition fee, the international applicant receives and signs the study contract from the ID IAO employee through the Agent;
 - 12.12.3. the international applicant presents to the ID IAO staff the originals or notarised copies of his/her educational documents which the international applicant has submitted for evaluation in the Admission Competition;
 - 12.12.4. the international applicant timely and fully complies with the entire immigration process in accordance with the applicable laws and regulations of the Republic of Latvia and arrives on time for full-time studies (starts participation in the study process at RSU).
13. After the international applicants recruited by the Agent have complied with all the requirements provided under Clause 12 herein at the end of the respective admission:
 - 13.1. the ISRF responsible employee shall prepare and send to the Agent a list of international applicants enrolled during the respective admission, who have become full-time RSU students and have started to participate in the study process at RSU (hereinafter – List of Students) no later than 30 (thirty) days after the start of the relevant academic semester;
 - 13.2. the Agent shall examine the List of Students and, when required, clarify the information included therein (commission fee amount, number of applicants and personal data, etc.);
 - 13.3. within 30 (thirty) days after receipt of the List of Students, the Agent shall prepare and send (electronically (scanned)) an invoice to the ISRF for the international applicants who have become full-time RSU students recruited during the respective admission process, in accordance with the applicable commission fees as set by ISRF for international applicant recruitment agencies (hereinafter – the Commission Fee);
 - 13.4. the ISRF responsible employee shall verify the invoice sent by the Agent and ask the Agent to make corrections and/or additions to the invoice, when required. Invoices prepared in accordance with the ISRF requirements shall be forwarded to the ISRF Accounting Officer for payment.
 - 13.5. The relevant ISRF employee shall send the Agent no more than one reminder to submit an invoice. If the Agent's invoice is not received within the specified period of 30 (thirty) days from the date of dispatch of the List of Students, the ISRF reserves the right not to pay the Agent the Commission Fee due for the students recruited in the relevant intake.

IV. Payment for Agent Services

14. The ISRF shall pay the Commission Fee for each international applicant recruited by the Agent who has become a full-time RSU student and who has been recruited during the respective admission process. The Commission Fee shall be paid only if:
 - 14.1. The Agent is specified in the electronic application form in the designated field of the RSU e-Admissions Portal and has fulfilled all the requirements set out in Clauses 12 and 13 of this Procedure. If the Agent is not specified in the applicant's application form in the designated field, the Agent shall submit information on the applicant recruited by the Agent immediately after the application has been submitted, but no later than before the applicant receives a decision on admission to a study place;
 - 14.2. The Agent has submitted to the ISRF an invoice for the applicants recruited by the Agent within 30 (thirty) days after receipt of the List of Students from the ISRF responsible employee.
15. For every single recruited international applicant who has become a full-time RSU student, the ISRF pays the Commission Fee only to one Agent and in full amount.
16. The ISRF shall pay the Agent for the international applicants included in the List of Students and recruited for the respective applicant admission, who have become full-time RSU students, via cashless settlement. The ISRF shall transfer the Commission Fee to the settlement account provided

in the Contract within thirty working days from the day when the Agent has fulfilled the conditions referred to in Clauses 12 and 13 of this Procedure and has also sent the ISRF one signed copy of the cooperation contract (by post).

17. The Commission Fee shall be paid as a lump sum after the conclusion of the admission of international applicants, during which the relevant international applicant has been recruited for studies at the RSU, having completed all the actions provided in Clause 12 herein.
18. The ISRF shall reserve the right not to pay the Commission Fee to the Agent if the Agent has failed to comply with the requirements set out in Chapter III herein.

V. The Framework of Mutual Cooperation of Agents and International Applicants

19. In accordance with the requirements set out in Clause 12.3 of this Procedure, the Agent is clearly and unequivocally identified as the international applicant's representative.
20. If the international applicant fails to indicate in the Application Form that he/she is applying for studies at RSU through an Agent, but during the current admission process the international applicant clearly and unequivocally informs an ID IAO employee that he/she is applying for studies at RSU through an Agent, the ID IAO employee shall indicate the Agent as the representative of the international applicant on the RSU e-Admission Portal and in the SIS and shall notify the Agent accordingly.
21. If the international applicant fails to indicate in the Application Form that he/she is represented by an Agent, but an SSD IAO employee receives information from the Agent confirming their role as the international applicant's representative, the ID IAO employee shall contact the international applicant and ask him/her to confirm clearly and unequivocally that the Agent is the international applicant's representative. Once the international applicant has responded, the ID IAO employee shall proceed as follows:
 - 21.1. In the case of a clear and unequivocal affirmative reply, the ID IAO employee shall update the RSU e-Admission Portal and the SIS to reflect the Agent as the applicant's representative, and the Agent shall be notified accordingly;
 - 21.2. In the case of a negative or unclear reply, no changes shall be made to the RSU e-Admission Portal or the SIS, and the Agent shall be notified accordingly.
22. If the international applicant's Application Form does not specify that the applicant is represented by an Agent, the Agent shall inform the ID IAO employees of the applicant recruited by the Agent immediately after the application has been submitted, but no later than before the applicant receives a decision on admission to a study place.
23. If the Application Form of an international applicant clearly and unequivocally indicates the Agent as the representative of the international applicant, the international applicant shall not change the Agent on his/her own during the period of active admission. If the international applicant has chosen to contact another Agent, he/she has an obligation to inform an ID IAO employee and the Agent who is the representative of the international applicant. The ISRF/RSU shall not take part in the mutual communication between the international applicant and one or more Agents, including possible disputes and disagreements, if any.
24. All disputes and disagreements arising between the international applicant and/or one or more Agents shall be resolved independently by the parties in a professional, respectful, and ethical manner and through mutual discussions. The Agents shall be obliged to notify an ID IAO employee of the result of these discussions, including any potential conflicts.
25. The ISRF reserves the right to evaluate the Agent's performance and to remove the Agent, clearly and unequivocally identified in the Application Form as the representative of the international applicant, thereby cancelling their representation. In such cases, the ISRF shall assess the need to unilaterally terminate cooperation with the Agent (see Chapter VIII of this Procedure).
26. The ISRF reserves the right to decide unilaterally to terminate the Contract with the Agent before its expiry in cases where breaches of the terms of the Contract are identified, the Agent is found to have acted in bad faith or to have disseminated false information, or substantiated complaints about

the Agent are received from applicants recruited by the Agent or from other RSU applicants or students.

27. In the event of termination of the Contract, the ISRF shall notify the Agent thereof in writing, specifying the date from which the Agent shall be required to inform the applicants recruited by the Agent of the termination of the Contract and remove any information concerning the cooperation from its website and other information dissemination channels.

VI. Acknowledgement of Cooperation

28. The cooperation between the ISRF and the Agents is officially acknowledged by:
- 28.1. the Contract;
 - 28.2. Agent Letter of Authorisation (issued only at the Agent's request);
 - 28.3. Agent's contact information on the RSU website in the section "International Cooperation Partners", subsection "Official RSU Representatives Abroad";
 - 28.4. written (signed) or electronic confirmation from the ISRF or ID IAO.

VII. Continuation of Cooperation

29. The ISRF's cooperation with the Agent shall terminate with the expiration of the term provided for in the Contract.
30. The ISRF shall continue cooperation with the Agent (conclude a new Contract) only if the Agent has recruited international applicants for studies at RSU during the previous Contract period and these applicants have become RSU students.
31. If the Agent failed to recruit international applicants for studies at RSU during the previous Contract period or the recruited applicants did not become RSU students, the ISRF shall not continue official cooperation with the Agent. The ISRF shall renew cooperation with the Agent (sign a new Contract) only if the Agent recruits new international applicants for studies at RSU and if these applicants become RSU students.
32. If during the current Contract period ISRF changes conditions of the Contract (for example, changes the Commission Fee amounts), but the Agent failed to recruit international applicants for studies at RSU during the current Contract period or the recruited applicants did not become RSU students, the ISRF concludes a new Contract until the end date of the current Contract.

VIII. Termination of Cooperation

33. The ISRF shall unilaterally terminate cooperation with the Agent, that is, terminate the Contract, if the Agent:
- 33.1. terminates its activity or changes its activity profile;
 - 33.2. distributes advertising about RSU in a way or to an extent that is opposed by the ISRF/RSU or that has not been approved by the ISRF/RSU in accordance with the terms of the Contract;
 - 33.3. provides false information/data to the RSU about international applicants or vice versa;
 - 33.4. treat an international applicant in an unfair or fraudulent manner;
 - 33.5. carries out any illegal activities (fraud, document forgery, plagiarism, etc.);
 - 33.6. has failed to provide information related to the performance of the Contract upon requests from ISRF or RSU;
 - 33.7. conducts its activities and implements cooperation in a manner that contradicts the operating principles of the ISRF or RSU or is in conflict with the effective regulatory enactments of the Republic of Latvia regarding the recruitment of international applicants or other issues;
 - 33.8. violates the obligations and/or rights set in the Contract or the present Procedure by its actions or omissions;

- 33.9. causes damage to the ISRF or RSU by its actions or omissions;
- 33.10. fails to perform the obligations provided in the Contract or fails to perform these obligations within the term provided in the Contract. The Agent shall bear the sole responsibility for the performance of the obligations under the Contract and other obligations provided herein, also in cases where it engages any third parties in the performance of the Contract;
- 33.11. refuses to comply with the principles of international applicant recruitment, permissible behaviour or professional activities set out in ISRF/RSU documents (this procedure, RSU Admission Procedure for study programmes in English, etc.);
- 33.12. finds itself in a situation of exceptional or force majeure circumstances.
- 34. After unilateral termination of cooperation with the Agent, the ISRF Member of the Board shall:
 - 34.1. immediately notify the Agent in writing about the fact of termination of the Contract and provide reasons for the decision to terminate cooperation;
 - 34.2. request the Agent to remove any information about ISRF/RSU from the Agent's website and all other communication channels used by the Agent;
 - 34.3. in the correspondence with the Agent, include a reference to this procedure and the consequences provided therein, which occur in the event of termination of cooperation with the Agent.
- 35. In the event of a unilateral termination of cooperation with the Agent:
 - 35.1. the ISRF/RSU shall suspend any kind of cooperation with the Agent during the current admission and two consecutive admissions thereafter (hereinafter – Suspension of Cooperation);
 - 35.2. the ISRF/RSU shall suspend active communication with the Agent – any communication on issues of Contract termination and the related ISRF requirements, as well as the compliance with these requirements shall take place only at the initiative of the ISRF and only in electronic form;
 - 35.3. the ISRF responsible employee shall immediately remove the Agent's contact information from the RSU website placed in the section "International Cooperation Partners", subsection "Official RSU Representatives Abroad";
 - 35.4. the ISRF responsible employee shall notify the applicants recruited by the Agent during the current admission about the changes in cooperation with the Agent and the transition to direct communication with the said international applicants without the Agent specified in Clause 19 of the present procedure as an intermediary. These conditions refer also to international applicants recruited by the Agent during the Suspension of Cooperation;
 - 35.5. the Agent has an obligation to inform the applicants recruited by the Agent during the current admission and during the Suspension of Cooperation about the fact of termination of cooperation.
- 36. If the Agent has recruited international applicants for the RSU during the Suspension of Cooperation, the ISRF/RSU shall:
 - 36.1. register the applications of these international applicants but shall not mark them as international applicants recruited by the relevant Agent;
 - 36.2. not pay the Agent a Commission Fee for these international applicants, if said international applicants become full-time RSU students;
 - 36.3. communicate exclusively with the said international applicants directly, without involvement of the Agent specified in Clause 19 of the present procedure.
- 37. After the termination of cooperation and during the Suspension of Cooperation the Agent, the Agent may not perform any actions referred to in Clauses 11, 12 and 13 herein, regardless of the reason for the termination of the Contract

IX. Renewal of Cooperation

- 38. The ISRF can decide to resume cooperation with the Agent only after the expired Suspension of Cooperation.
- 39. In order for the ISRF to decide on the renewal of cooperation with the Agent, the Agent shall:

- 39.1. perform the activities referred to in Clauses 11 and 12 on international applicant recruitment;
 - 39.2. fill in the Agent Application and send it to the ISRF responsible employee;
 - 39.3. submit the contact information of two (2) reference providers to the ISRF responsible employee – name, surname, the higher education institution they represent, located in the EU/EEA countries or the Swiss Confederation, position held, e-mail address, direct telephone number;
 - 39.4. certify in writing that the circumstances due to which the ISRF terminated cooperation with the Agent no longer exist or have been eliminated.
- 40. The ISRF responsible employee shall contact the referees provided by the Agent and ask them to fill in the Reference Form.
 - 41. The ISRF Member of the Board and the ISRF responsible employee shall evaluate the Agent's application and provide an answer within three (3) weeks regarding the renewal or non-renewal of cooperation, as well as the reasons for the decision.
 - 42. If the ISRF decides to offer the Agent official cooperation, the ISRF shall draft and sign the Contract in duplicate and send it to the Agent by mail within three (3) weeks after the compliance with the conditions outlined in Clause 13 herein.

X. Duration of Cooperation

- 43. The term of the Contract between the ISRF and the Agent shall be one calendar year.
- 44. By fulfilling the requirements of Clause 27 herein, the ISRF Contract with the Agent shall be prolonged for one calendar year.
- 45. By fulfilling the requirements of Clause 27 herein for at least two consecutive calendar years (recruited international applicants who have become RSU students in four (4) consecutive admissions), the ISRF shall enter into a three (3) year Contract with the Agent.
- 46. The ISRF may conclude a Contract with the Agent for three (3) years also in other individual cases, if the ISRF believes that there are reasonable grounds to agree with the Agent on long-term cooperation prior to fulfilling the requirements under Clause 41 herein.
- 47. If a Contract for three (3) years has been previously concluded with the Agent, the ISRF Contract with the Agent shall be prolonged for three (3) years only if the Agent has recruited international applicants for studies at RSU during the previous Contract period and these applicants have become RSU students.

XI. Closing Provisions

- 48. All issues related to the cooperation between the ISRF and the Agent, which are not regulated by laws and regulations in force in the Republic of Latvia or by this procedure, shall be dealt with by the ISRF.
- 49. This procedure may be changed as necessary or when the regulatory acts are amended.
- 50. Information about the cooperation of the ISRF and Agents can be obtained:
 - 50.1. electronically by writing to: admissions@rsu.lv or isrf@rsu.lv;
 - 50.2. in the respective section of the RSU website (www.rsu.lv/en);
 - 50.3. during face-to-face or online international educational fairs, webinars, RSU Open Days, visits by interested parties to RSU or other events.

Member of the ISRF Board

Valters Brigmanis