Dear Mr. Du:

Subject: Virginia Tech Contract #TS-010-15
Commodity/Service: Educational Representatives

In accordance with the contract renewal provision contained in the subject contract, Virginia Tech is renewing the contract for an additional year. The contract will now expire July 31, 2018.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Kimberly Dulaney, CPSM, CUPO
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

KDD/kbl

Attachment
c: F.M. Pro
Bryan Ducote

Approved: Kimberly Dulaney, CPSM, CUPO
Assistant Director Contracts Manager

Date: February 28, 2017
Sun Bridge Consulting

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

Sun Bridge Consulting

BUSINESS NAME/DBA NAME/TA NAME
(If different than Full Legal Name)

Sun Bridge Consulting

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

P O BOX ADDRESS 1
Floor 12, North Office Building, New World Center 3B
Chongwenmenwai Street

STREET ADDRESS 2
Beijing
CITY

CHINA 100062 STATE ZIP CODE

Gao Du
CONTACT PERSON

namerica@chivast.org EMAIL

FEDERAL TAXPAYER NUMBER

FEDERAL TAXPAYER NUMBER
(If different than ID# above)

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Chongwenmenwai Street

STREET ADDRESS 2
Beijing
CITY

CHINA 100062 STATE ZIP CODE

010-67083406 PHONE NUMBER

010-67084058 FAX NUMBER
February 16, 2016

Dear Mr. Du:

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Commodity/Service: Educational Representatives

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Assistant Director & Contracts Manager
Telephone: (540) 231-8543

KDD/kbl

Attachment

c: F.M. Pro
   Bryan Ducote

Approved: Kimberly Dulaney, CPSM, CUPO
Assistant Director Contracts Manager

Date:

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
**FULL LEGAL NAME**  
(Company Name as it appears with your Federal Taxpayer Number)

**BUSINESS NAME/ DBA NAME/TA NAME**  
(If different than Full Legal Name)

**BILLING NAME**  
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**CONTACT PERSON**

- Gao Du

**EMAIL**

- namerica@chivast.org

**PHONE NUMBER**

- 010-67083406

**TOLL FREE NUMBER**

- 010-67084058

**ZIP CODE**

- 100062
Gao Du
Sun Bridge Consulting
Floor 12, North Office Building, New World Center 3B Chongwenmenwai Street
Beijing China 100062

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VIRGINIA TECH LANGUAGE AND CULTURE INSTITUTE
EDUCATIONAL REPRESENTATIVE AGREEMENT

This agreement is entered into as of August 1, 2014 by and between Virginia Polytechnic Institute and State University, through its Virginia Tech Language and Culture Institute, hereinafter referred to as VTLCI, and Sun Bridge Consulting (Chivast Education International), hereinafter referred to as EDUCATIONAL REPRESENTATIVE.

1. Purpose: VTLCI, wholly-owned and operated by Virginia Polytechnic Institute and State University, otherwise known as Virginia Tech, teaches English as a Second Language to international students VTLCI secures students for enrollment in its programs by solicitation and by referrals, both in the U.S. and in foreign countries. VTLCI wishes to make its programs of study in the United States more widely known and available abroad to potential students. EDUCATIONAL REPRESENTATIVE desires to represent VTLCI and its programs on a non-exclusive basis for the purpose of securing students on behalf of VTLCI, and to be compensated for such services on a per student, per term basis.

2. Educational Representative Responsibilities: EDUCATIONAL REPRESENTATIVE is expected by VTLCI to counsel students in a knowledgeable and ethical manner in accordance with published program guidelines and student counseling information. Counseling shall include: giving complete and accurate information about VTLCI programs, course structure, fee schedules, acceptable payment mechanisms, and admission policies, helping students complete the application process, providing pre-departure orientation for students including visa requirements and program options, forwarding all necessary forms and documents to VTLCI, assisting students with visa processing and housing arrangements, submitting invoices to VTLCI for marketing fees, ensuring all students have medical insurance or will purchase it immediately upon arrival and prior to the start of classes, and providing other incidental services as may be requested by VTLCI in writing. EDUCATIONAL REPRESENTATIVE warrants that it has the necessary knowledge and infrastructure to provide such services in a professional manner. EDUCATIONAL REPRESENTATIVE shall submit a cover sheet or letter on company letterhead to VTLCI establishing the relationship between the student and the EDUCATIONAL REPRESENTATIVE upon application of its students to VTLCI.

3. Reasonable Fees: Any charges to a prospective student by the EDUCATIONAL REPRESENTATIVE for consulting services must be fair and reasonable. Upon request by VTLCI, EDUCATIONAL REPRESENTATIVE will provide written disclosure of any such fees within 30 days of request. VTLCI retains the right to terminate this agreement (see Section 12, Term and Termination) for the reason of unethical conduct should EDUCATIONAL REPRESENTATIVE be found charging for consulting in excess of 200% of the VTLCI application fee.

4. Best Efforts: EDUCATIONAL REPRESENTATIVE agrees to actively promote the VTLCI Intensive English program by including mention of this program on its website, in its catalog and in other promotional literature. Any such materials including the name of VTLCI, however, shall be subject to the prior approval of VTLCI. VTLCI agrees to cooperate with EDUCATIONAL REPRESENTATIVE in designing and promoting special programs for international students for the mutual benefit of EDUCATIONAL REPRESENTATIVE and VTLCI.

5. Admission to Virginia Tech Degree Programs: Admission to Virginia Tech for undergraduate or graduate studies is a separate process from admission to VTLCI. EDUCATIONAL REPRESENTATIVE understands and agrees that VTLCI courses are not part of the Virginia Tech degree program and that this agreement in no way applies to admissions to Virginia Tech degree programs. Virginia Tech graduate and undergraduate admissions offices DO NOT employ...
VTLCI EDUCATIONAL REPRESENTATIVE AGREEMENT

Page 2 of 4

educational representatives for recruiting purposes. No guarantee is made that VTLCI students will be offered admission to Virginia Tech.

6 Non-discrimination/Accommodations for Disabilities: Virginia Tech does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, national origin, political affiliation, race, religion, sexual orientation or veteran status. Individuals with questions concerning discrimination should contact the Virginia Tech Equal Opportunity/Affirmative Action Office. EDUCATIONAL REPRESENTATIVE understands and agrees to obtain the advance written approval of the VTLCI Director prior to enrolling any person with disability requiring auxiliary aids services, or other accommodations for this disability.

Marketing Fee Structure: In consideration of the above services rendered and continuing efforts on the part of the EDUCATIONAL REPRESENTATIVE to promote VTLCI programs, VTLCI agrees to pay EDUCATIONAL REPRESENTATIVE a marketing fee for each student recruited by EDUCATIONAL REPRESENTATIVE into its Intensive English or Conditional Admission programs. Said marketing fee will be calculated on the following:

7 For Intensive English (language-only) students:
   - 20% of net tuition income for each term attended (not enrolled) for up to six terms at its Radford University location
   - 20% of net tuition income for each term attended (not enrolled) for up to six terms at its Northern Virginia Center location
   - 15% of net tuition income for each term attended (not enrolled) for up to six terms at its Blacksburg campus location

8 For Conditional Admission students:
   - 20% of net tuition income for each term attended (not enrolled) for up to six terms at its Radford University location
   - 15% of net tuition income for each term attended (not enrolled) for up to six terms at its Blacksburg location

Marketing fees will not be paid concurrently for enrollment in Intensive English and Conditional Admission Programs. For purposes of this Agreement, "net tuition income" shall mean published tuition less adjustments to account for any applicable discounts or students who do not complete a full term. Marketing fees do not apply to special groups quoted on a net tuition basis (see Section #10, Special Groups.). Marketing fees are not paid for government-sponsored students. Alternative remuneration arrangements may be made with the EDUCATIONAL REPRESENTATIVE by separate agreement for other published VTLCI courses.

9 Marketing Fee Payment: EDUCATIONAL REPRESENTATIVE shall submit an invoice on company letterhead for each VTLCI term for which payment is sought, listing by name the EDUCATIONAL REPRESENTATIVE-referred students enrolled that term, the gross tuition income received by VTLCI from each student, and the net tuition income payable to the EDUCATIONAL REPRESENTATIVE pursuant to terms in Section #7 above. VTLCI shall make payment to EDUCATIONAL REPRESENTATIVE, less adjustments for students who did not complete the full term, by check drawn on a U.S. bank within 45 days of either receipt of invoice or conclusion of the term, whichever date is later.

Tuition Payment and Retention of Marketing Fees: EDUCATIONAL REPRESENTATIVE acknowledges and agrees that all tuition and fees each term are to be paid in full before that term begins. VTLCI will not extend credit to any student. Students shall be advised that acceptable forms of payment include credit card and check drawn in U.S. dollars from a U.S. bank. In the event VTLCI permits payment of tuition and fees on the student’s behalf through EDUCATIONAL REPRESENTATIVE, EDUCATIONAL REPRESENTATIVE shall not retain anticipated marketing fee remuneration, in whole or in part, from such payment.

10 Special Groups: For summer study groups where VTLCI provides customized study programs for students taught separately from full-time VTLCI students. VTLCI will provide net prices to EDUCATIONAL REPRESENTATIVE for specific numbers of students per group. As such groups are not part of the Intensive English program, they are not eligible for marketing fees.

11 Tax Identification: If VTLCI pays to a U.S. address or a U.S. bank. VTLCI requires a tax ID number or social security number and will issue a Form 1099 annually. If payment is made to a non-U.S.
12 Term and Termination: This agreement is in effect for a twelve (12) month period commencing on August 1, 2014 and will be automatically renewed for a successive twelve (12) month period unless either party gives the other party sixty (60) days’ prior written notice of its intent not to renew. The agreement may be terminated at any time by either party upon thirty (30) days’ prior written notice, or immediately upon material breach. EDUCATIONAL REPRESENTATIVE may be deemed to be in material breach for unethical practices or lack of product knowledge. The obligations of the parties shall exist to the date of termination to the extent necessary to meet obligations to EDUCATIONAL REPRESENTATIVE.

13 Notices: All notices or payments required to be given under this Agreement shall be deemed hand-delivered, sent by United States Certified or Registered Mail, or sent by other means that afford the sender evidence of delivery, or of rejected delivery, postage prepaid. Notices shall be deemed received on the date of actual delivery.

Notices to VTLCI shall be addressed as follows:

Director
Virginia Tech Language and Culture Institute
840 University City Blvd., Suite 2 (0273)
Blacksburg, Virginia 24061

Notices to the EDUCATIONAL REPRESENTATIVE shall be addressed as follows:

Gao Du, Head of US Department
Chivast Education International (Sun Bridge Consulting)
Floor 12, North Office Building, New World Center 3B, Chongwenmenwai Street,
Beijing 100062, China

Parties agree to inform the other party of any change in address by written notice.

14 Rights to Promotional and Counseling Materials: Virginia Tech owns and/or holds all rights including, but not limited to, copyright on all materials VTLCI may make available to EDUCATIONAL REPRESENTATIVE for promotion and counseling purposes. EDUCATIONAL REPRESENTATIVE acknowledges and agrees not to make any changes in such materials without the prior written consent of the VTLCI Director. EDUCATIONAL REPRESENTATIVE shall use only materials provided by VTLCI in marketing or promoting VTLCI’s programs.

15 Use of the Virginia Tech Logo: The Virginia Tech logo is a registered trademark. EDUCATIONAL REPRESENTATIVE agrees not to reproduce, copy, or create materials bearing the Virginia Tech logo or any other Virginia Tech marks that now exist or may exist during the term of the Agreement, for promotional or other purposes, without the prior review of such use and written approval by Virginia Tech. No trademark license is hereby granted to the EDUCATIONAL REPRESENTATIVE by any terms in this Agreement.

16 Resolution of Disputes: EDUCATIONAL REPRESENTATIVE and VTLCI agree to attempt to resolve any dispute or controversy or claim arising from interpretation or application of this Agreement.

17 Relationship of Parties: EDUCATIONAL REPRESENTATIVE acknowledges and agrees that EDUCATIONAL REPRESENTATIVE is an agency and not an independent contractor, franchisee, partner or joint venturer with VTLCI or Virginia Tech for any purpose, and EDUCATIONAL REPRESENTATIVE agrees to refrain from representing itself otherwise. EDUCATIONAL REPRESENTATIVE understands that it is not authorized and shall not make any agreement, contract or representation on behalf of VTLCI or Virginia Tech or create any obligation, express or implied, on
the part of VTLCI or Virginia Tech. outside of representing VTLCI according to published program guidelines and student counseling information.

18 **Indemnification**: EDUCATIONAL REPRESENTATIVE hereby agrees to indemnify and hold Virginia Tech, and its officers, agents and employees, harmless from any and all claims, demands, liabilities, lawsuits or damages in any way arising out of or based upon the activities or omissions of EDUCATIONAL REPRESENTATIVE or any EDUCATIONAL REPRESENTATIVE student or employee, under this Agreement, including, without limitation, claims for refund of tuition and fees.

19 **Governing Law**: This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Venue of any action involving or based upon this agreement shall be Montgomery County, Virginia, U.S.A.

20 **Compliance with Laws**: EDUCATIONAL REPRESENTATIVE agrees that, throughout the Term hereof, it will abide by all applicable laws.

21 **Entire Agreement**: This document constitutes the entire Agreement of the parties on the matters covered, and supersedes all previous written or oral agreements. No modification or waiver of the terms of this Agreement shall be effective unless in writing and signed by both parties.

EDUCATIONAL REPRESENTATIVE DETAILS

Gao Du, Head of US Department
Chivast Education International (Sun Bridge Consulting)
Floor 12, North Office Building, New World Center 3B, Chongwenmenwa Street,
Beijing 100062, China
Tel: 010-67083406
Fax: 010-67084058
namencn@chivast.org
www.chivast.org

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

FOR EDUCATIONAL REPRESENTATIVE

Signature: Gao Du
Name: Gao Du
Title: Manager

FOR VIRGINIA TECH

Signature: Director, Virginia Tech Language and Culture Institute
Date: Aug 5, 2014

Signature: Assistant Director
Date: 9/25/14