# **International Recruitment Agent Agreement**

#### Between

### **Sault College**

(Hereinafter referred to as "Sault College") 443 Northern Avenue Sault Ste. Marie, ON P6B 4J3 Canada www.saultcollege.ca

And

#### Manpreet Joshi

Sia Immigration Solutions Inc. #301-2446, 2nd avenue Kamloops BC v2c2c9 Canada Phone Number:

Email: mj@siaimmigration.com

Alternate email: mj@siaimmigration.com Website: www.siaimmigration.com

## Agreement Effective Date: September 01, 2018

Sault College (the "College") and Sia Immigration Solutions Inc. (the "Agent") agree to cooperate in this agreement for the purpose of facilitating the registration of qualified, international students into an academic program of study at Sault College.

The following components comprise this agreement and may be subject to review as mutually determined by the parties:

### 1.0 Services

- 1.1 The Agent shall facilitate the registration of qualified, international students into academic programs of study at the College (the "Services").
- 1.2 The Agent's obligation to provide the Services shall include:
  - actively promoting the College and its programs to prospective students through print and online media, at recruitment events, in meetings with prospective students and otherwise;
  - providing accurate materials and information about the College and its programs to prospective students;

- iii) providing accurate information about the process of applying to the College and its programs to prospective students;
- iv) endeavouring to meet recruitment targets set by the College; and
- v) endeavouring to visit the College at least once every two years to ensure accurate promotion and student satisfaction.
- 1.3 The Agent shall ensure that applications from prospective students are submitted through its account on the International Application System (OCAS International) Agent Portal or, if not, are clearly marked in a manner that identifies the Agent as recruiter.

### 2.0 Additional Agent obligations

### 2.1 The Agent shall not:

- i) provide Services in respect of or targeted at prospective students other than international students who are eligible to study in Canada;
- provide Services in respect of targeted at prospective students identified in writing by the College as prospective students who should not be approached or targeted;
- use any print or electronic publications for the that it develops for the purpose of undertaking the Services without the College's prior written approval;
- iv) use the Sault College name or logo in any publications it develops for the purpose of undertaking the Services without the College's prior approval;
- v) make any representations to prospective students relating to the probability of being granted a student VISA;
- vi) make any representations to prospective students relating to the probability of finding employment following the completion of any College program; and
- vii) unless given prior written authorization by the College, make any representations to prospective students relating to the probability of obtaining financial aid or scholarships..

### 3.0 College Support

3.1 The College shall provide reasonable support to the Agent with a view to helping the Agent succeed in delivering the Services.

### 3.2 This support shall include:

- viii) providing a timely response to any requests by the Agent for approvals contemplated by this agreement;
- ix) endeavouring to participate in presentations at student information sessions organized by the Agent to promote the College and its programs;
- x) providing the Agent with current information and materials about the College and its programs, ordinarily without special charges of fees;
- xi) endeavouring to participate in at least one face-to-face meeting per year.

### 4.0 Acknowledgements

4.1 The Agent acknowledges and understands that all incoming applications are subject to evaluation in accordance with Sault College admission procedures.

Academic requirements are outlined in Sault College's online academic calendar (www.saultcollege.ca/programs) and are updated regularly.

#### 5.0 Commission

- 5.1 The College shall pay a commission to the Agent for each full-time international student who enrols in a College program that is at least two semesters in duration, who has paid tuition and all program fees in full, and who identifies the Agent as his or her recruiter (a "Qualifying Student").
- 5.2 The commission shall be payable for two semesters only, on a per-semester basis as follows:
  - i) \$1,200 for each Qualifying Student who remains enrolled past the 60<sup>th</sup> day of the first semester of his or her enrollment; and
  - ii) \$1,000 for each Qualifying Student who remains enrolled past the 60<sup>th</sup> day of the second semester of his or her enrollment.
- 5.3 If the Agent recruits more than five Qualifying Students in a semester the College shall pay:
  - i) a bonus commission equal to \$200 times the number of Qualifying Students in excess of five who remain enrolled past the 60<sup>th</sup> day of the first semester of enrollment; and
  - ii) a bonus commission equal to \$200 times the number of Qualifying Students in excess of five who remain enrolled pas the 60<sup>th</sup> day of the second semester of enrollment.

No commissions or bonus commissions shall be payable in respect of Qualifying Students who do not remain enrolled past the cut off dates set out above.

## 6.0 Relationship

- 6.1 The Agent is engaged by Client only for the purposes and to the extent set forth in the Agreement. The Agent shall comply with all applicable laws in providing the Services and shall supervise and direct its employees and agents (over whom it shall have complete control) to meet this obligation.
- 6.2 This agreement is non-exclusive. The College may, in its sole discretion, may appoint other representatives to perform similar services in any country or location.

### 7.0 Indemnification

- 7.1 The Agent hereby agrees to indemnify and save harmless the College, its governors, directors, officers, employees, agents and servants from and against any and all claims actions, liabilities, losses, damages, demands, costs and expenses of every nature and kind that the College may incur at any time arising from the Agent's failure to perform its obligations under this agreement and subsequent Agreements and/or the negligent performance of its obligations under this Agreement or subsequent Agreements.
- 7.2 The College hereby agrees to indemnify and save harmless the Agent, its governors, directors, officers, employees, agents and servants from and against any and all claims, actions, liabilities, losses, damages, demands, costs and expenses of every nature and kind that the Agent may incur at any time arising from the College's failure to perform its obligations under this Agreement and subsequent Agreements and/or the negligent performance of its obligations under this Agreement or subsequent Agreements.

#### 8.0 Term and termination

- 8.1 This agreement has a two year term.
- 8.2 Either party may terminate the agreement, without cause, by giving 30 days written notification to the other party.
- 8.3 In the case of termination, both parties will collaborate to ensure student applicants and participants in transition are appropriately supported and accommodated.

		•	
Lauri	e Bu	rrow	S

Director Enrolment and Financial Services

Sault College

Manpreet Joshi Managing Director

Sia Immigration Solutions Inc.

18th June 2018

Signature Dated

Signature Dated