



July 2018

INTERNATIONAL AGENCY AGREEMENT

Between:

**Vancouver Community College
International Education**

250 West Pender Street, Vancouver, BC Canada V6B 1S9

Tel: 604-443-8600 Fax: 604-443-8678

E-mail: study@vcc.ca Web: www.vcc.ca/international

And

Sia Immigration Solutions Inc.

302A -153 Seymour St Centennial Building

Kamloops BC Canada V2C 2C7

Tel: 778-257-5508

**E-mail: mkj@siaimmigration.com
("Agent")**

The Markets: India, South Asia, South and Central America, Nigeria, China

Vancouver Community College ("VCC") will accept international student referrals for consideration for admission from **Sia Immigration Solutions Inc.** ("Agent") throughout the Term of this Agreement. VCC agrees to work with Agent and its staff in marketing VCC's programs and student services on a non-exclusive basis.

In consideration of the provisions of this Agreement, VCC and the Agent agree as follows:

1. Recruiter will actively promote and market VCC to prospective international students (who have or will have a valid Study Permit at commencement of the program applied for) who meet the registration requirements of VCC (the "Candidates") in a manner that fairly represents VCC.

www.vcc.ca

Broadway campus

1155 East Broadway, Vancouver, B.C., Canada V5T 4V5 ■ Tel 604.871.7000

Downtown campus

250 West Pender Street, Vancouver, B.C., Canada V6B 1S9 ■ Tel 604.871.7000

2. The Agent will send Candidate applications for admissions to VCC (the "Applications"), together with the application fees, tuition fees, ancillary fees and other such fees as set out by VCC along with any required supporting documents prior to the admission deadline for the program applied for.
3. The Agent will pre-clear Applications based on VCC's admission criteria and will submit only those Applications for Candidates that the Agent has determined will likely qualify for the necessary permits and visas to enter Canada.
4. The Agent will assist Candidates in completing their Applications and Study Permits (if required), as well as any other permits required to enter Canada.
5. If the Agent charges an administrative or service fee to Candidates to assist with Applications, the Agent must advise VCC of such fees.
6. The Agent will not promise any VCC tuition discounts to Candidates.
7. If the Agent is acting as a wholesaler, they must provide VCC with a list of their sub-agents (each, a "Sub-Agent") to avoid VCC's direct contract with Sub-Agents. Agent will be responsible for the acts and omissions of its Sub-Agents. Agent will ensure that its subcontract agreement with the Sub-Agents will automatically terminate upon the expiry or earlier termination of this Agreement. In no case will VCC pay commission to more than one Agent for the same Candidate admission. VCC will only pay a commission to the agent named on the Candidate's Application form.
8. After the tuition refund cut-off date for a Candidate, the Agent will be paid a commission based on the following percentages of TUITION FEES received by VCC for candidates enrolled in full-time VCC programs:

<u>Candidate's Nationality</u>	<u>Commission Rate</u>
India	15% for the first two terms
Continent of Africa	15% for the first two terms
All other nationalities	15% of tuition up to a maximum commission of \$3,000 CAD per candidate

Payments will be made in accordance with the procedures attached to this Agreement as Schedule "A", which are subject to change in VCC's sole discretion.

9. The Agent will indemnify and save VCC and its directors, officers and employees harmless from any and all liabilities, obligations or costs incurred by them as a result of the Agent's and its Sub-Agents' actions under this Agreement or a breach by the Agent of its obligations hereunder.

10. Neither of the parties will be liable for, and are excused from any failure to deliver or perform or for delays in delivery or performance due to causes beyond their reasonable control, including, but not limited to governmental actions, labour difficulties, fire, civil disturbances or natural disaster.
11. This Agreement will be in effect from **July 1, 2018** for a period of **two years**, and will remain in effect unless and until either party delivers written notice of termination to the other party.
12. VCC, at its sole discretion, reserves the right to terminate this Agreement if the Agent acts in a manner which VCC determines is not in the best interest of VCC. VCC will review the Agent's performance on an annual basis or at any such time the parties cannot resolve issues that arise.
13. THE TOTAL LIABILITY OF VCC UNDER THIS AGREEMENT FOR ANY AND ALL DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, AGGRAVATED DAMAGES AND LOSSES, IN CONTRACT, TORT OR OTHER LEGAL THEORY, WHETHER OR NOT VCC HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE AND/OR LOSS, WILL BE LIMITED TO THE AGGREGATE AMOUNTS PAID BY VCC TO AGENT FOR SERVICES RENDERED DURING THE TERM OF THIS AGREEMENT.
14. Nothing in this Agreement will be deemed or construed to create between the parties a partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from an independent contractor relationship. No party will have the authority to act on behalf of the other party or to commit the other party to any obligation, contract or license or in any other manner or cause whatsoever or to use any other party's name in any way not specifically authorized by this Agreement.
15. No failure on the part of one party to exercise any right or remedy in respect of this Agreement will operate as a waiver thereof, unless it is in writing and signed by that party. A waiver of such right or remedy will not limit or affect the rights of the party with respect to a subsequent breach of the same provision.
16. If any particular provision(s) of this Agreement is determined to be invalid, illegal or unenforceable in any respect, then the particular provision(s) will be deemed to be severed from this Agreement and this Agreement will not in any way be affected or impaired, unless as a result of any such determination this Agreement would fail in its essential purpose.
17. This Agreement, including the Schedule attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements, understandings, representations and warranties of any form or nature, whether oral or written, and whether express or implied, which may have been entered into between the parties. If this Agreement is translated into another language, the parties agree that the English version of this Agreement will govern
18. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to its conflict of laws rules. The parties agree that by executing this Agreement, they have attorned to the jurisdiction of the court of competent authority situated in Vancouver, British Columbia, and that such court will have exclusive jurisdiction over this Agreement.

On behalf of VCC, these terms are accepted by:

On behalf of the Agent, these terms are accepted by:


Angela Liang
Manager,
International Marketing & Recruitment

Vancouver Community College

250 West Pender Street

Vancouver, B.C.

V6B 1S9

Tel: 604-443-8600

Fax: 604-443-8678

Email: study@vcc.ca

March 11, 2019
Date


Munish Joshi
Managing Director

Sia Immigration Solutions Inc.

302A -153 Seymour St Centennial Building

Kamloops BC V2C 2C7

Canada

Tel: 778-257-5508

E-mail: mkj@siaimmigration.com

15 Jan 2019
Date

Attachment: Payment Procedures

Schedule "A"

VCC Payment Procedures - All Agents

The following chart includes definition and payment procedures.

<u>Terms /Procedure</u>	<u>Definition/Description</u>
Application Fees	Application Fees are non-refundable. Application processing fees are charged to all students.
Tuition Fees	Tuition Fees are fees associated with the instructional costs of a student's program.
Ancillary Fees	Ancillary Fees are fees charged for non-instructional costs. These costs may include, but are not limited to, Student Union Fees and other College wide fees charged to all students.
Fees Payment Schedule	Agents must submit all fees for students as follows: ESL and All Other Students: Must pay fees as stated on the student's letter of acceptance.
Accommodation fees	For students applying for Homestay, agents must submit accommodation fees as follows: Accommodation placement fee First month of accommodation Airport pick up (if required)
Agent Commission	Agent Commission is paid as per the agreed rate. Agent commission is payable on Tuition Fees only .
Refund Policy	Please see the current Refund Policy.

Commission Payment Details

Commissions will be made payable to the Agent company name and address shown on the signature page of the Agreement.

Current fees and refund policy are available on VCC website as follows:

WWW.VCC.ca