

In order to achieve a successful and sustainable partnership, the below parties enter into this agreement with the contract # **201730**.

**BETWEEN:** **Sia Immigration Solutions Inc.** (hereinafter referred to as the "Educational Consultant"), an international student recruitment service under the laws of Saskatchewan located at:  
Sia Immigration Solutions Inc.  
3152 Mara Road  
Kamloops, BC  
V2B 7B2  
Canada

**AND:** **The University of Regina** (hereinafter referred to as the "UR"), an organization existing under the laws of Saskatchewan, located at:  
University of Regina  
UR International  
3737 Wascana Parkway  
Regina, Saskatchewan  
S4S 0A2  
Canada

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

#### 1.0 PARTIES OF CONTRACT

Contract # 201730, (hereinafter referred to as "Contract"), shall be between the University of Regina, as represented by UR International (hereinafter jointly referred to as the "UR"), and Sia Immigration Solutions Inc. (hereinafter referred to as the "Educational Consultant").

#### 2.0 PURPOSE OF CONTRACT

The purpose of the Contract, as further described within, shall be for providing international recruitment services, as outlined and defined in Article 9.0, at the University of Regina. This service and its mandate will be directed and approved by the University of Regina – UR International Recruitment & Marketing.

2.1 UR wants to attract international students to study full-time at its campuses.

2.2 The Educational Consultant has demonstrated to the UR that it has the expertise to recruit international students by way of submitting a recruitment proposal, providing a business profile, and/or filling out the Educational Consultant Questionnaire.

2.3 The UR will engage in a contract with the Educational Consultant for the provision of services relating to the recruitment of prospective students.

#### 3.0 DEFINITIONS

3.1 "Programs" means the degree granting and, or any other program offered by UR.

3.2 "Courses" means any UR credit course for which a student can register in.

3.3 "Tuition Fee" means base tuition fees (per credit hour, per class or per program), international differential if applicable and course fees (per credit hour for undergraduate students). Tuition does not include other related fees, whether mandatory or not, including but not limited to student union fees, services fee, recreation and athletic fee, health & dental plan fee, ESL activity fee and application fee.

3.4 "Prospective Student" means a person (whether within or outside Canada) who intends to become, or who has taken any steps towards becoming an international student at UR.

3.5 "Student" means a person (whether within or outside Canada) who holds a student visa and/or a study permit and is a registered international student at UR.

3.6 "Housing Services" means any UR on campus living accommodation for which a student can apply to live in.

#### 4.0 TERM OF CONTRACT AND EXTENSION PROVISIONS

The term of contract shall include all services required by the Educational Consultant up to completion and delivery of the contract provisions as outlined in Article 10.0 and acceptance by the UR. The commencement date of this agreement is January 01, 2019.

4.1 The agreement shall come into effect on the commencement date set out and shall continue through to December 31, 2019, unless terminated earlier pursuant to this Agreement as outlined in Article 5.0.

4.2 Representatives from both Parties shall discuss the terms of a renewal prior to the natural termination of this agreement.

4.3 Both parties may agree to extend the term of this agreement by a way of mutual agreement in writing by authorized representatives, and a written amendment to the contract.

#### 5.0 TERMINATION OF CONTRACT

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The contract may be immediately terminated upon notice by either party for reason of:

- 5.1 Non-conformance to the terms and conditions of the Contract provided by one party, other than the party seeking termination, or
- 5.2 Mutually written agreement by both parties.

**Upon termination of this contract the Educational Consultant must:**

- 5.3 Within the thirty (30) days of the date of termination submit all applications and ensure that fees from prospective students are received up to the date of termination.
- 5.4 Immediately cease to use any advertising, promotional or other material supplied by UR and discard all such material.
- 5.5 Advise all persons dealing with the Educational Consultant pursuant to this Agreement that the Educational Consultant has ceased to represent UR at the effective date of termination and that such persons should thereafter communicate directly with UR.
- 5.6 Refer all inquiries received after the effective date of termination to UR.

**6.0 INDEMNITY, REPRESENTATIONS AND WARRANTIES**

**6.1 Indemnity**

The Educational Consultant shall indemnify the UR for all damages suffered by the UR as a result of the negligent actions or wrongful acts of the Educational Consultant, its employees, servants, and/or Educational Consultants. The Educational Consultant shall indemnify and hold harmless the UR, their Board of Governors, students, employees, servants and/or Educational Consultants (collectively the "Indemnified Parties") from all claims, demands, losses, costs, damages, actions, suits or proceedings initiated by third parties arising from the negligence of the Educational Consultant, its employees, servants, and/or Educational Consultants or arising directly as a result of the Contract.

**6.2 Representations and Warranties**

- 6.2.1 The Educational Consultant represents and warrants that (i) it has the authority to enter into and perform the duties and obligations described in this contract; (ii) it has obtained all necessary licenses and permits to supply and use (as applicable) the services as described within; (iii) the performance of the obligations and duties described in this contract does not conflict with any other contract either signed or contemplated; (iv) it will comply with all laws and regulatory requirements which may be applicable to its performance obligations within; and (v) there are no regulatory investigations or inquiries, lawsuits, potential lawsuits, or criminal charges pending which would affect its performance under this contract.
- 6.2.2 The Educational Consultant represents and warrants to the UR that it is the owner of the services and it has the right to furnish the services to the UR as provided within this contract. Further, the Educational Consultant warrants that, to the best of its knowledge, the services do not infringe on any third party's proprietary rights that would interfere with the UR's use of the service.
- 6.2.3 UR makes no warranties, express or implied, as to any matter. UR shall not be liable for any direct, consequential, or other damages suffered by the Educational Consultant or any others resulting from the use of the results of the services.

**7.0 PERMITS, LICENCES, NOTICES, LAWS AND RULES**

- 7.1 The Educational Consultant shall obtain, pay for, and retain all necessary permits and licenses required for the execution of the service, including liability for all applicable taxes.
- 7.2 Each party shall at all times comply, at its own expense, with all applicable laws, regulations and orders of any federal government, provincial government, state government or any department, instrumental or political subdivision thereof and of any international authority relating to or in any way affecting this Agreement and performance by either party hereunder.

**8.0 INDEPENDENT CONTRACTOR AND THIRD PARTY SUB-CONTRACTORS**

- 8.1 All of the Educational Consultant's employees providing services to the UR under the contract, shall be deemed employees solely of the Educational Consultant and shall not be deemed for any purposes whatsoever employees or Educational Consultants of, acting for, or on behalf of the UR. The Educational Consultant shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed, or representations, whether oral or written, made by the Educational Consultant with respect to third parties, shall be binding on the UR.
- 8.2 Should the Educational Consultant sub-contract any portion of the services, it shall firstly obtain UR's written consent to such sub-contracting relationship, with all liabilities associated with approved sub-contracting to be the responsibility of the Educational Consultant.

**9.0 ACKNOWLEDGEMENT AND ACCEPTANCE OF ARTICLE 2.0 – PURPOSE OF CONTRACT**

**9.1 Educational Consultant's Contractual Provisions**

The Educational Consultant shall perform the following services outlined in Article 9.1.

- 9.1.1 Quality Assurance
  - At all times, act in an ethical and professional manner in the best interest of the student.
- 9.1.2 Recruitment:
  - Market and promote the Programs to potential students, with integrity and accuracy, recruiting students in an honest, ethical and responsible manner.
  - Educational Consultant to use their knowledge of the region to recruit eligible students for study at UR.
  - Assist UR representatives in their dealings with prospective students, their parent(s), financial sponsors or any other designated party before, during and after said student recruitment fairs or other recruitment initiatives.
  - Undertake only those promotional and marketing activities connected to or making reference to UR that are expressly authorized by UR in writing.
- 9.1.3 Student Support:
  - Assist students with appropriate aspects of their pre-departure activities such as academic documents, medical clearances, and acquisition of visas.

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- 9.1.4 Provision of Information:
- Provide accurate information to overseas applicants regarding Canada, its education systems, UR programs, admission requirements, application procedures, fee structure, deadlines and visitor's visa and study permit application procedures.
- 9.1.5 Administration:
- Advise the student that when they apply to UR, they must present original transcripts, an application fee, documents, and if necessary, official translated documents of earlier studies.
  - Provide any offer documents received from UR to the student within 3 working days of receiving the offer documents.
- 9.1.6 Payment of Student and Tuition Fees:
- Ensure that relevant student and Tuition Fees are paid by students to UR within the first three weeks of the semester.
- 9.1.7 The Educational Consultant is not to undertake the following activities.
- 9.1.7.1 Facilitate applications for students who do not comply with visa requirements.
- 9.1.7.2 Commit UR to accept any Prospective Student into a Program or represent to any Prospective Student that they have been accepted in to a Program.
- 9.1.7.3 Make representations or offer any guarantees to students about whether they will be granted a student visa.
- 9.1.7.4 Make any false or misleading comparisons with any other education provider or their Programs.
- 9.1.7.5 Make any inaccurate claims of associations of UR with any other education provider.
- 9.1.7.6 Charge any additional fees to a Prospective Student for their application of admission to UR.
- 9.1.7.7 Use the name or any registered or unregistered Mark of UR without prior written consent of UR.
- 9.1.7.8 Provide students or recruitment service providers operating in Canada with immigration advice unless officially certified to do so.
- 9.1.8 The Educational Consultant will not be regarded as having recruited a Student under this contract unless the following provisions have been met.
- 9.1.8.1 The Student's application should always **bear the Educational Consultant's name**.
- 9.1.8.2 No fee will be payable by UR to the Educational Consultant where the Student is recruited through UR's own programs for recruitment of Students both in and outside of Canada.
- 9.2 **UR's Contractual Provisions**
- 9.2.1 Provide the Educational Consultant with sufficient information to enable the Educational Consultant to conduct the services
- 9.2.2 Encourage the Educational Consultant to collect up-to-date information about visa requirements and the process of visa application.
- 9.2.3 The Educational Consultant is to collect the information on the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes.
- 9.2.4 Duly consider all completed applications for admission to Programs received, but is under no obligation to accept any prospective students referred by the Educational Consultant.
- 9.2.5 Subject to the provisions within this contract, UR must pay the Educational Consultant a representative's fee calculated in accordance with Article 9.3 for each Student who is recruited by the Educational Consultant, is registered in a Program, and has paid the relevant Tuition Fee to UR.
- 9.3 **Conditions of Payment**
- Required terms for payment are as follows:
- Educational Consultant must have their business name on each application form for each level (ESL, Undergraduate, Graduate and CCE) of entry into the UR.
  - If there is no reference to the Educational Consultant on the application, the UR will assess the invoice on a case-by-case basis.
  - The commission will be paid to the Educational Consultant each semester upon receipt of an original invoice or list of students recruited from the Educational Consultant on the condition that the total payment of all current semester tuition and fees for the Student's semester has been received and paid in full.
  - Commission will not be paid to the Educational Consultant before the last add/drop date of classes for each semester.
- 9.3.1 **Cost for Service – Educational Consultant Fee Conditions of Payment**
- The Educational Consultant's cost for service – representative fee is calculated as follows:
- ESL- 20% of the Student's Credit Year Tuition Fee (maximum 2 consecutive semesters) charged for registration in ESL as defined in UR's Calendar.
  - Undergraduate- 20% of the Student's First Academic Year Tuition Fee (maximum 2 consecutive semesters) charged for registration in Undergraduate Credit Hours as defined in UR's Calendar.
  - Graduate- 20% of the Student's First Academic Semester Tuition Fee (maximum 1 semester) charged for registration in Graduate Studies as defined in UR's Calendar. This includes all Master, Certificate and PhD programs, and excludes programs within the Kenneth Levene Graduate School of Business.
  - Kenneth Levene Graduate School of Business (Levene GSB) – a flat fee of \$2750.00CDN per student (maximum 1 semester) charged for registration as defined in UR's Calendar. This includes all Levene GSB programs.
  - Fee structure for customized non-credit and other short-term customized programs will be assessed separately on a case-by-case basis. All logistical aspects, including financial arrangements, will be negotiated and identified in an agreement prior to the commencement of each program.
  - Housing Services – a flat fee of \$500.00CDN for every student recruited by the educational consultant that completes an 8 month housing contract commencing in the Fall semester, commission can be claimed upon completion of the student's

- housing contract.
- Housing Services – a flat fee of \$250.00CDN for every exchange student or students commencing in the Winter & Spring/Summer semesters recruited by the educational consultant that complete a 4 month housing contract, commission can be claimed upon completion of the student's housing contract.

## 10.0 CONFIDENTIALITY AND NON-DISCLOSURE

The Educational Consultant acknowledges that the UR is subject to The Local Authority Freedom of Information and Protection of Privacy Act (the Act). Further, the Educational Consultant acknowledges that the Educational Consultant has reviewed the Act, and has determined the categories of records that are exempted from disclosure under the Act. The Educational Consultant has clearly marked as "Confidential" all information regarding the items and conditions, financial and/or technical aspects of this contract and the Educational Consultant's obligations hereunder, which in the Educational Consultant's opinion are of a proprietary or confidential nature. The UR shall use all reasonable efforts to hold all information that has been marked "Confidential" by the Educational Consultant in strict confidence but shall not be liable for any inadvertent disclosure, nor for any disclosure required by law, including pursuant to the Act. Similarly, information about the UR obtained by an Educational Consultant and declared by the UR representatives to be confidential must not be disclosed unless authorized by the UR.

It is agreed that these reciprocal obligations of non-disclosure will survive the termination of this contract. Educational Consultant and all third parties, during and after the term of the Contract, agrees that it shall maintain in confidence and use only on behalf of the UR in furtherance of its contractual duties and obligations, or in the enforcement of the terms of the Contract, any and all information provided to it by the UR or developed by Educational Consultant in connection with performance of the Contract. Disclosure outside of the Contract may not occur without express written agreement of both parties.

## 11.0 TERMS OF PAYMENT

11.1 Term of Payment is Net 30 Days based on invoice date. The UR will pay the Educational Consultant for the services performed pursuant to this contract at the rate set out in Article 9.3.

Billing the University of Regina send to:

University of Regina

UR International Recruitment & Marketing

[international.recruitment@uregina.ca](mailto:international.recruitment@uregina.ca)

11.2 Payments made by UR shall only be issued to the Educational Consultant's banking details referred to in this article for the purpose of ensuring accurate invoice payment to the Educational Consultant via Wire Transfer or Direct Deposit (Appendix A). Payments issued by cheque will be made payable to the Educational Consultant's name and mailed to the address on the contract.

11.3 The Educational Consultant shall inform UR of banking detail changes immediately and before future payments are issued. It is the responsibility of the Educational Consultant to ensure that UR has the correct and updated banking information. The Educational Consultant shall inform the University of Regina of any changes in accordance with Article 13.0.

## 12.0 NON – ASSIGNMENT

Neither party shall assign or otherwise transfer its rights, duties and/or obligations under this contract, except with the prior written consent of the other party, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be null and void.

The Educational Consultant will not enter into any sub-contract for any or all of the services herein required without the prior written consent of the UR.

## 13.0 CHANGE PROCEDURES AND COMMUNICATION PROCESS

Any changes and amendment(s) to the Contract must be mutually agreed to by the UR and the Educational Consultant, and must be provided in writing as an amendment to this Contract.

All communications in writing in reference or pursuant to this contract between the parties shall be deemed to have been sufficiently given if delivered to an officer or director of the party to be notified, or if sent by Email or Registered mail, Postage prepaid, addressed as follows:

If to the Educational Consultant: Sia Immigration Solutions Inc.  
3152 Mara Road  
Kamloops, BC  
V2B 7B2  
Canada  
[mkj@siaimmigration.com](mailto:mkj@siaimmigration.com)

If to the UR: University of Regina  
UR International  
3737 Wascana Parkway  
Regina, Saskatchewan S4S 0A2  
Canada  
[international.recruitment@uregina.ca](mailto:international.recruitment@uregina.ca)

## 14.0 EDUCATIONAL CONSULTANT'S PERSONNEL

In the event of a sale or a majority interest in the Educational Consultant to a third party or a change to the Contract-related personnel, the Educational Consultant shall advise the UR of such change. The UR reserves the right to meet with the Educational Consultant to discuss how such changes may affect the performance, terms and conditions of the Contract. In the event that the changes made by the Educational Consultant negatively affect the performance and/or terms and conditions of the Contract, the UR may terminate the contract (See 5.0) and appoint another service provider.

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- 15.0 INTELLECTUAL PROPERTY RIGHTS**  
Any materials provided by UR to the Educational Consultant for use in the provision of the services shall remain the property of UR and shall be returned without cost to the UR upon request. The UR is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.  
Any materials produced or developed by the Educational Consultant and any of the Educational Consultant's officers, employees, or Educational Consultants in the provision of the services, and all copyright and other intellectual property rights therein shall be hereby exclusively assigned to UR by the Educational Consultant and shall be delivered without cost to UR upon request.
- 16.0 EXTERNAL MARKETING**  
The Educational Consultant shall not use the name of the UR for any external marketing purposes whatsoever without express written permission from the UR.  
All publications, promotional and otherwise, and all materials naming or referring to UR which the Educational Consultant uses shall firstly be submitted to the UR for review and consent.
- 17.0 UNIVERSITY POLICIES, PROCEDURES, AND REGULATIONS**  
The Educational Consultant shall observe all policies, procedures and regulations of the UR made known to them.
- 18.0 SURVIVAL**  
The rights and obligations contained in all sections of this contract will survive and continue after any expiration or termination of this contract and all of the provisions of this contract will bind the parties, their legal representatives, successors, and permitted assigns.
- 19.0 SUBJECT LAWS**  
This contract shall be governed by, and construed and enforced in accordance with, the laws of the Province of Saskatchewan and each of the parties hereby irrevocably agrees that any legal action or proceeding against it with respect to this contract may be brought in the courts of the Province of Saskatchewan and by execution and delivery hereof each of the parties irrevocably submits to such jurisdiction.
- 20.0 FORCE MAJEURE**  
Dates or times by which either party is required to perform under this contract, excepting the dates for payment of any fees due, shall be postponed automatically if a party is prevented from meeting them by causes beyond its reasonable control, including any acts or omissions of the other party, acts of God, military operation, war, terrorism, civil disobedience, shortage of supplies and raw materials and disruption of transportation facilities.
- 21.0 SEVERABILITY**  
If any provision of this contract is void or unenforceable, the remainder of this contract will remain in full force and will not be terminated.
- 23.0 NON-EXCLUSIVITY**  
This is a non-exclusive agreement and the UR can appoint other Educational Consultants as it so chooses.



### Authorization for Vendor EFT (Direct Deposit)

Vendor Name: *Sia immigration solutions inc*

Vendor Address: *3152 Mara road Kamloops BC Canda v2b7b2*

Contact Name for Payment: *Sia immigration solutions inc*

Phone Number: *+1 7782575508*

Fax Number:

Email address: *mkj@siaimmigration.com*  
(Automated notification will be sent to this email address. Preferably a general company email address (ex. [Accounts.Payable@uregina.ca](mailto:Accounts.Payable@uregina.ca)) vs. specific individual email address)

Bank Name: *TD CANADA TRUST*

Financial Institution # (normally 4 digits): *004*

Transit # (normally 5 digits): *07900*

Account # (normally 7 digits): *5224729*

Bank Address: *500 NOTRE DAME DRIVE*

City: *KAMLOOPS*

Postal Code: *V2C6T6*

*I hereby authorize the University of Regina to make payment of our invoices to the financial institution indicated above.*

Date: *10-05-2016*

Signature:

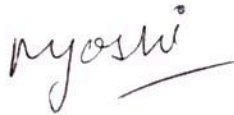
A handwritten signature in black ink, appearing to be "mkj", written over a faint horizontal line.

***Please return this form along with void corporate cheque***

**#201730 CONTRACT ACCEPTANCE**

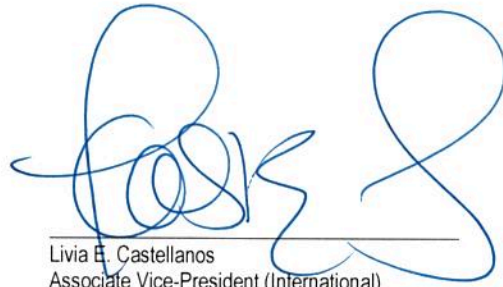
**Executed**

**SIGNED** on behalf of the parties by their duly authorized officers:



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Manpreet Joshi  
Regulated Canadian Immigration Consultant



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Livia E. Castellanos  
Associate Vice-President (International)

Date: January 01, 2019  
For Sia Immigration Solutions Inc.

Date: January 01, 2019  
For University of Regina

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