



# UNIVERSITY OF SASKATCHEWAN

## **AGREEMENT REGARDING** **THE RECRUITMENT OF INTERNATIONAL STUDENTS**

THIS AGREEMENT is effective February 1, 2018 to April 30, 2020.

BETWEEN:

**UNIVERSITY OF SASKATCHEWAN**, a corporation continued pursuant to the laws of the Province of Saskatchewan (herein the "University"),

-and-

SIA Immigration Solutions Inc., of Kamloops, Canada (herein the "Recruiter")

### **WHEREAS:**

- A. The University wishes to recruit potential students for admission to Eligible Programs (as defined herein);
- B. The University of Saskatchewan Language Centre (herein "USLC") is a unit of the University offering courses in English as a Second Language;
- C. The Recruiter has the expertise to recruit potential students in India, New Zealand and Australia (herein the "Target Countries") for admission to Eligible Programs.

**NOW THEREFORE WITNESSETH** that in consideration of mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### **ARTICLE 1 – RECRUITING SERVICES**

1.1 The University hereby engages the Recruiter as an independent contractor and the Recruiter agrees to provide the following services:

recruiting potential students for undergraduate degree studies and full-time study of English as a Second Language at the University of Saskatchewan (herein the "Eligible Programs"). Graduate programs are not included within the Eligible Programs.

in accordance with the terms and conditions set out herein (the "Services").

1.2 In providing the Services the Recruiter shall:

- (a) actively promote programs of the University and the USLC
- (b) use linkages with educational and other institutions in the Target Country;
- (c) assist potential students with student registration documentation and follow University guidelines, including USLC guidelines in all matters relating to the student registrations;
- (d) strive to ensure the accuracy and authenticity of all documents submitted to the University and the USLC on behalf of potential students;

- (e) provide accurate and precise information about fees charged to students by the University and the USLC;
- (f) provide accurate information to potential students about the University, the USLC and the City of Saskatoon;
- (g) ensure that any information provided by the University and the USLC for potential students is used solely for purposes of registering students for Eligible Programs;
- (h) cooperate with the University and the USLC in development of suitable promotional materials and approaches;
- (i) advise the University and the USLC of opportunities for promotion of the University and the USLC in appropriate print and non-print media such as listings on pamphlets and websites;
- (j) charge only reasonable fees to potential students for services provided, in keeping with market conditions;
- (k) disclose the amount and nature of any fees charged to potential students to the University and the USLC when requested;
- (l) inform the University and the USLC about progress in recruitment and building linkages in the Target Country when requested;
- (m) advise the University and the USLC of market conditions and trends in the Target Country;
- (n) follow relevant University and USLC policies for fee payment and for making refund payments to students, when required.

1.3 Respecting the provision of the Services, the University through the USLC shall:

- (a) identify the Recruiter as a representative of the University/USLC, for the purposes of providing the Services;
- (b) provide orientation for the Recruiter including regularly updated statements of relevant policies, procedures and guidelines to be followed in recruiting students;
- (c) provide a certificate or other display confirming the status of the Recruiter as a representative of the University and the USLC;
- (d) include the Recruiter in any list of representatives when providing such information to potential students or institutions in the Target Country;
- (e) provide to the Recruiter without charge, information and materials deemed by the University to be sufficient to allow the Recruiter to carry out the Services.

1.4 Potential students recruited by the Recruiter for any Eligible Program are subject to formal acceptance policies and regulations of the University and recruitment by the Recruiter does not guarantee admission to the University and the USLC.

1.5 The Recruiter agrees that unless the Recruiter is a member in good standing of the Immigration Consultants of Canada Regulatory Council or such other organization whose members are authorized pursuant to the *Immigration and Refugee Protection Act* of Canada or such other applicable laws of Canada as may be in effect from time to time (the "Immigration Legislation") to provide such advice or assistance, the Recruiter shall not, directly or indirectly, provide any advice or assistance to any person respecting any application or proceeding under the Immigration Legislation.

## **ARTICLE 2 – REPRESENTATION OF THE UNIVERSITY**

2.1 The Recruiter is authorized to represent the University and the USLC for the purposes stated herein and may publicize its official status as an independent contractor representing the University and the USLC for the purposes of providing the Services. Notwithstanding the forgoing, the parties agree their relationship is non-exclusive and leaves both parties free to contract with others for the types of services provided herein. Both parties agree to act in good faith to achieve the spirit of this Agreement and to protect each other's good names. Both parties further agree not to undertake ventures or agreements intended to undermine or harm the specific interests of the other.

2.2 Excepting as provided in section 2.1, the Recruiter shall not issue, circulate, distribute, post on any web-site, or in any other way publish or convey (herein "publishing") material or media containing the University's name, trademarks, logos or symbols unless approval is granted in accordance with the Policies of the University including Policy concerning Commercial Use of University Trademarks, as same may provide from time to time during the Term. At its own cost and expense, the Recruiter may promote the Eligible Courses through printed brochures and other marketing media provided the Vice-Provost, Teaching and Learning, or his/her designate granted prior written approval and approval is granted as required pursuant to the said Policies. For greater clarification, before the Recruiter publishes same, the University shall have a reasonable time within which to review the material or media and may condition its approval on the implementation of such revisions as the University may require.

## **ARTICLE 3 – TERM**

3.1 This Agreement shall commence on February 1, 2018 and shall remain in effect until April 30, 2020 unless otherwise terminated in accordance with the terms outlined herein (the "Term").

## **ARTICLE 4 – COMPENSATION AND EXPENSES**

4.1 For the provision of the Services, the University and the USLC shall pay a commission to the Recruiter. The commission shall be paid for each recruited student admitted to and registered for full time study in an Eligible Program where the Recruiter is solely responsible for recruiting the potential student, or where the University has asked the Recruiter to assist the potential student or communicate with the potential student on behalf of the University.

4.2 The commission shall be subject to the other terms of this agreement and shall be payable as specified in Schedule A. All amounts are in Canadian dollars.

4.3 Provided a commission is payable, the Recruiter will invoice the University via the Recruiter Liaison Officer, by mail, fax or e-mail attachment, on appropriate dates. (See Schedule B).

4.4 The Agent Liaison Coordinator of the University will be responsible for the administrative responsibilities of the University and the USLC under this Agreement. All general correspondence will be directed to:

Agent Liaison Coordinator  
University of Saskatchewan  
232-221 Cumberland Ave. N.  
Saskatoon, Saskatchewan, Canada S7N 1M3  
Fax: 306-966-4356  
Email: agents@usask.ca

The University shall pay the invoiced charges as soon as possible, provided that payment shall not be made until tuition has been paid by the student. The name of the student, payee and method of payment will be clearly identified on the invoice.

4.5 In the case where a student withdraws from an Eligible Program, the commission payable will be limited to the specified percentage of only the non-refundable portion of the tuition paid.

4.6 The University will pay commission only for continuous registration and study by the student in one of the Eligible Programs, or immediate continuation from one to the other, and will not pay if the student has registered for study on an earlier separate occasion in any University program.

4.7 The amounts set out above are inclusive of all taxes, assessments, levies, exchange rates, bank charges, money wire and other costs. If rulings or assessments are made by an authority having jurisdiction requiring the University to remit taxes or contributions for any reason, the Recruiter agrees to pay the value of same to the University and same shall be due and payable by the Recruiter on demand with interest accruing at the rate of 2% per month (24% per annum) 30 days after notice of demand. In addition, and without limiting the foregoing, the value of same may be set off from any amount owing by the University to the Recruiter referred to in this Article 4.

4.8 The University will not pay any expenses incurred by the Recruiter in the provision of the Services unless the Recruiter obtained written confirmation of the Vice-Provost, Teaching and Learning, or his/her designate prior to incurring the expense that such expense would be paid.

#### **ARTICLE 5 – INDEPENDENT CONTRACTOR**

5.1 The Recruiter agrees that this is not a contract for employment and that it is an independent contractor providing services. Nothing in this Agreement or the relationship of the Parties shall be interpreted, represented or construed as creating an agency, association, employer-employee, partnership, joint venture or fiduciary relationship between the Parties and neither Party shall represent or hold itself out as such. Neither Party shall have any authority to act for the other or to assume any obligations or responsibility on behalf of the other except as expressly provided in this Agreement to the contrary.

5.2 The Recruiter shall be solely responsible at its cost to make any applications, reports, contributions or payments which may be required by law to be made by a self-employed person in his/her/its own name as an independent consultant in connection with the Services. The Recruiter indemnifies and holds that University harmless for liability which may arise in connection with the Recruiter's obligations in this regard.

#### **ARTICLE 6 – CONFIDENTIALITY**

6.1 The Recruiter agrees that it shall maintain in confidence and use only on behalf of the University in furtherance of the duties and obligations hereunder, or in the enforcement of the terms of this Agreement, any and all information provided to it by the University or developed by it in connection with the performance of the Recruiter's obligations hereunder. Upon termination of this Agreement the Recruiter shall return all materials provided to it by the University.

6.2 This Article shall survive the termination or expiration of this Agreement.

#### **ARTICLE 7 – INDEMNITY**

7.1 The Recruiter shall indemnify and hold harmless the University, its officers and employees from all claims, demands, actions and costs (including reasonable solicitor's fees and expenses of litigation) (herein "Indemnified Claims") initiated, instituted or awarded against them arising from negligent or

wrongful acts or omissions or breach of this Agreement by the Recruiter or persons for whom the Recruiter is responsible at law or arising directly as a result of the Recruiter's work. Notwithstanding the foregoing, the Recruiter shall not be responsible to indemnify to the extent that the claim arises out of the negligent acts or omissions of or breach of this agreement by the University or by persons for whom the University is responsible at law.

7.2 This Article shall survive the termination or expiration of this Agreement.

## **ARTICLE 8 – TERMINATION**

8.1 This Agreement may be terminated by the University, or the Recruiter on written notice of thirty (30) days to the other party, or immediately upon the violation of any law of Saskatchewan, Canada or the Target Country.

8.2 Neither party shall be considered to be in default in performance of its respective obligations under this agreement or held responsible to compensate the other party for damages or otherwise if the performance of such obligations fails or is delayed due to fire, strikes, floods, pandemic, acts of God, civil commotion, warlike operations, or other unusual occurrences or inability to obtain human resources or materials or other delays or defaults caused by third parties or circumstances which could not be reasonably foreseen and provided against.

## **ARTICLE 9 – MISCELLANEOUS**

9.1 The Recruiter shall obtain all permits, licenses, certificates and other authorizations and pay all fees required in connection with the Services and shall comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Services.

9.2 Any notice required to be given under this agreement shall be in writing and shall be deemed to have been validly given if delivered personally or sent by registered mail or other means requiring signature confirming receipt, postage prepaid, addressed as follows or sent confirmed facsimile or e-mail transmission:

if to the University

Agent Liaison Coordinator  
University of Saskatchewan  
232 - 221 Cumberland Ave. N  
Saskatoon, Saskatchewan, Canada S7N 1M3  
Fax: 306-966-4356  
Email: agents@usask.ca

and if to the Recruiter

SIA Immigration Solutions Inc.  
302A - 153 Seymour Street, Centennial Building  
Kamloops, BC V2C 2C7  
Fax #: N/A  
E-mail: mkj@siaimmigration.com

Notices shall be deemed to be received (a) on the date personally served or for registered or other mail requiring signature, the date signature is obtained acknowledging receipt by or on behalf of the recipient (b) on the on the second business day following transmission by fax, provided the party giving notice has printed confirmation of successful transmission from the sending terminal and (c) on the day the recipient gives written confirmation of receipt for notices by e-mail. Either Party may give notice to the other of

change of mailing or e-mail address or Fax number and thereafter notices shall be given to the Party at the new address.

9.3 If any provision of this Agreement is declared at law to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and whenever possible, the scope of any provision that would otherwise be unenforceable shall be reduced so as to render that provision enforceable. Where a word or phrase is defined, its derivatives or other grammatical forms have a corresponding meaning. Where the context so requires, a reference to one gender means the other or neuter gender, a reference to a single number means the plural, and vice versa, and the words "including", "included" or "include" shall not be construed to limit or restrict the generality of the matter that precedes them. The section headings used in this Agreement are for convenience of reference only and are not to be considered in the interpretation of this Agreement.

9.4 This Agreement contains the entire agreement of the parties hereto and no modification thereof shall be binding upon the parties unless the same is in writing duly executed and delivered by the parties.

9.5 The Recruiter shall not assign, transfer or subcontract the whole or any part of this Agreement without the written permission of the University.

9.6 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the parties hereto attorn to the jurisdiction of the court of the Province of Saskatchewan.

9.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9.8 The schedules to this Agreement form part of the agreement between the parties. Notwithstanding the forgoing, from time to time the parties may amend or replace the schedules by agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**UNIVERSITY OF SASKATCHEWAN**

Per: \_\_\_\_\_

For Chair, Board of Governors

Per: \_\_\_\_\_

For Secretary, Board of Governors

**THE RECRUITER**

Per: \_\_\_\_\_

Representative

Witness



**SCHEDULE A – COMMISSION SCHEDULE**  
(Effective time frame: September 1, 2018 – April 30, 2020)

**Subject to ARTICLE 4.2 – COMPENSATION AND EXPENSES, of the AGREEMENT REGARDING THE RECRUITMENT OF INTERNATIONAL STUDENTS,**

a commission shall be paid according to the following pattern;

- (a) **Full-time study of English as a Second Language in the Language Centre:** Commission shall be paid according to the amount of tuition paid for study in up to four consecutive terms, at the rate of 15%. Should Bridging occur within the four-term period, commission for Bridging shall be 10% of the English course fee.
- (b) **Full-time study in an undergraduate degree program:** Commission shall be a total of \$2,000 per seat for the first two consecutive terms of study in the colleges of Agriculture & Bioresources, Arts & Science, Education or Kinesiology. The amount shall be a total of \$2,600 for the first two consecutive terms of study in the Edwards School of Business or the College of Engineering. These two amounts will each be paid in two increments of \$1,000 or \$1,300 respectively and will be paid based on the number of eligible seats occupied by recruited students in each individual regular term (September to December or January to April).
- (c) **Extra amount for Engineering:** For the effective time frame, an extra commission amount will be paid in addition to the regular commission, stated in (b) above, based on the number of eligible seats occupied by students referred in each of two regular terms (September to December or January to April).
  - 1 – 5 eligible seats occupied in a single term: \$250 per seat per term.
  - 6-10 eligible seats occupied in a single term: \$500 per seat per term.
  - 11+ eligible seats occupied in a single term: \$750 per seat per term.
- (d) **Eligible terms of study:** Commission can be paid only for students who pay required tuition in full during the term being claimed. If overdue tuition is paid at a later date, the first eligible term will be the one in which full tuition is paid on time.
- (e) **Eligible seats:** In order to be eligible for commission payment a student must be in the first or second consecutive, regular term of full-time study at the university. If a company has students occupying 8 seats in a particular term but 2 are in their third term (or higher) then only 6 of the seats are eligible for commission.
- (f) **Combination of undergraduate program:** In the case where undergraduate study takes place over two consecutive academic terms in two colleges that fall under different commission categories, commission for each term shall be paid on a per seat basis according to the stated rate for each of the two colleges.

**SCHEDULE B - INVOICE MECHANISM**

**Subject to ARTICLE 4 – COMPENSATION AND EXPENSES ...  
of the AGREEMENT REGARDING THE RECRUITMENT OF INTERNATIONAL STUDENTS,**

Provided a commission is payable, the Recruiter will invoice the University on appropriate dates, as follows:

- (a) for full-time undergraduate study, invoice dates are November 15 and March 15 during the first year of the student's full time undergraduate study.
- (b) for full-time English language study in the Language Centre, invoice dates are the second Friday of instruction for each term. Normally invoice dates will fall in October, January, April and July.