



## Agency Agreement

**THOMPSON RIVERS UNIVERSITY**  
(hereafter referred to as “**TRU**”)  
Kamloops, British Columbia  
Canada

And  
**SIA IMMIGRATION SOLUTIONS INC.**  
(hereafter referred to as “**Agent**”)

**Address:**  
3152 Mara Road, Kamloops, BC  
V2B7B2, Canada  
Tel: +1 778 257 5709

**Email:**  
[mkj@siainmigration.com](mailto:mkj@siainmigration.com)

**Main Contact:**  
**Manpreet Joshi**

**This Agreement is for the purpose of recruiting students to attend TRU in Kamloops, BC, Canada.**

**In return for the mutual covenants set out herein, the parties agree as follows:**

**A. TRU will:**

1. As a member of the Association of Universities and Colleges of Canada and the Canadian Bureau for International Education, follow the professional standards set out by these organizations.
2. Pay the AGENT referral commissions (the “**Commission**”) net of any applicable tax as follows:
  - \$80 CAD per course credit for up to 30 credits of ESL or academic study (including Undergraduate and Post-Baccalaureate Diplomas and Master of Education including Graduate Certificate in Education Studies)
  - \$100 CAD per course credit for up to 30 credits of following Graduate programs:
    - MBA (including Graduate Diploma in Business Administration)
    - Master of Environmental Economics Management (including Master of Science in Environmental Economics Management)
    - Juris Doctor in Law
  - \$100 CAD per course credit for up to 12 credits of Master of Environmental Science and Master of Nursing
  - 15% of tuition for up to two semesters of non-credit programs (Trades and Culinary Art)

Provided that, if a student receives a scholarship to attend TRU, Commission will be payable to the Agent only on the net tuition amount paid. Commission will be paid only on tuition payments actually received by TRU.

3. Pay Commission only for semesters during which a recruited student is registered. Payment of Commission will be processed eight weeks after the commencement of the Fall and Winter semesters.
4. Pay commission only for students who remain registered in courses after the last day for withdrawal from courses for the applicable semester.

TRU will have no further obligation to pay commission to the Agent in respect of that student.

5. Provide the Agent with appropriate supplies of promotional materials annually or as requested.
6. Notify the Agent at least three months in advance of any change in fees, term schedules, policies, or procedures that are necessary to enable the Agent to fulfil its duties under this Agreement.

#### **B. The Agent will:**

1. Recruit students to attend TRU in accordance with this Agreement and in accordance with any directions given to the Agent by TRU from time to time (the “**Agent’s Duties**”).
2. Perform the Agent’s Duties to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Agent’s Duties. The Agent represents to TRU that it has sufficient training, staff, facilities and required equipment to enable the Agent to perform the Agent’s Duties.
3. If requested by TRU, the Agent must fully inform TRU of all work done by the Agent and its staff in connection with the Agent’s Duties.
4. Adhere to TRU’s policies and procedures at all times.
5. Submit an invoice to TRU each semester with a list of referred students within one month of the commencement of the classes. If a detailed invoice is not received by the deadline, TRU is under no obligation to remit Commission payments.
6. Provide accurate and complete information on TRU and its programs to all potential students.
7. Visit TRU’s facilities in Kamloops within two years of signing this contract.
8. Be a referral agent only and have no authority to make binding commitments by or on behalf of TRU. The Agent is an independent party and in no way will the Agent be considered to be an employee or partner of TRU. The Agent shall purchase and maintain adequate worker's compensation liability insurance.
9. Comply with all laws applicable to the recruiting of students in the jurisdiction where the Agent carries out the Agent’s Duties.
10. Not do anything that will negatively impact TRU’s reputation.
11. Not engage in any activity that would conflict with the Agent’s ability to properly and duly perform the Agent’s Duties or that would conflict with the best interests of TRU.

#### **C. Notices**

For purposes of this Agreement, any notice or other communication between the parties may be delivered by courier, mail, facsimile or electronic mail to the respective addresses of the parties as listed on the first page of this Agreement.

#### **D. Duration and termination of Agreement**

1. This Agreement becomes effective on the date of the last party to sign and remains valid for three (3) years. The term of this Agreement may be extended as agreed by both parties.
2. This Agreement may be terminated by either party by giving the other party 60 days' prior written notice of such termination.
3. TRU may terminate this Agreement on 10 days prior written notice if the Agent fails to comply with any term of this Agreement.
4. TRU may terminate this Agreement immediately if the Agent becomes insolvent or bankrupt or generally unable to pay his or her or its debts as they become due.
5. If this Agreement is terminated before the end of its three-year term or any extension of that term, TRU will pay the Agent for all Commissions earned to the date of the termination. If a student is recruited by the Agent prior to the date of termination and the student has either not registered as a student of TRU or has not paid tuition to TRU, then TRU will be under no obligation to pay a Commission on the unpaid tuition.
6. The following provisions in this Agreement will survive termination of this Agreement: E, F, G, H, and I.

#### **E. Confidentiality and Intellectual Property**

1. The Agent shall treat as confidential and shall not, without prior written consent of TRU, publish, release or disclose or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, any information supplied to, obtained by, or which comes to the knowledge of the Agent as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Agent to fulfil its obligations under this Agreement.
2. Without limiting the above, the Agent will keep confidential any personal information it receives about a prospective student or a referred student who attends TRU and take reasonable steps to protect any such personal information from theft, unauthorized access or viewing or other loss. Any such personal information will only be shared with the consent of the prospective student or the student, as the case may be, or otherwise in accordance with the *Freedom of Information and Protection of Privacy Act* of British Columbia.
3. All materials and information relating to the business of TRU, including, without limitation, all manuals, documents, reports, equipment, working materials prepared by TRU or by the Agent in the course of Agent's provision of the Agent's Duties are for the benefit of TRU and shall remain the property of TRU.

#### **F. Dispute Resolution**

In the case of unresolved conflicts, a mutually acceptable independent mediator may be appointed by the two parties to review the issues involved.

#### **G. Indemnity**

The Agent will indemnify and save harmless TRU, its employees, officers, governors and agents from and against any and all liability or claim of liability of every kind and nature and for all damages, losses, costs, expenses, settlements and liability incurred by or threatened against TRU and/or its employees, officers, governors and agents or the commencement of a prosecution or other legal or regulatory proceeding by a government authority, arising in whole or in part from the Agent's performance or nonperformance of its obligations under this

Agreement. The benefit of any indemnity in this Agreement shall extend to the employees, officers, governors and agents of TRU.

## **H. Legal Jurisdiction**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of British Columbia, Canada. Any legal proceedings taken with respect to any matter arising between the Parties under this Agreement shall be conducted in the courts of the Province of British Columbia.

## **I. Entire Agreement and Amendment**

This Agreement constitutes the entire agreement as between the parties relating to the appointment of the Agent. This Agreement supersedes any and all prior-existing agreements and understandings relating to the subject matter hereof. No representation, inducement, promise, or understandings relating to the subject matter hereof that is not set forth herein may be relied upon by either party. This Agreement shall not be varied, modified, amended, supplemented or replaced, except by agreement of the parties in writing.

## **J. Assignment**

This Agreement is a personal one. TRU has entered into this Agreement in reliance on the personal skill and expertise of the Agent. As a result, the Agent may not assign any of its rights or obligations or sub-contract any of its obligations under this Agreement without the prior written consent of TRU.

## **K. TRU Contacts**

The Agent's primary contacts at TRU with respect to this Agreement are:

ZiPing Feng  
Director, International Marketing  
Tel: (250) 572-5225  
Fax: (250) 828-5140  
Email: [zfeng@tru.ca](mailto:zfeng@tru.ca)

And Tatyana Dikaryeva  
Coordinator, International Agent Relations and Communications  
Tel: (250) 371-5765  
Fax: (250) 828-5140  
Email: [tdikaryeva@tru.ca](mailto:tdikaryeva@tru.ca)

**IN WITNESS WHEREOF** this Agreement was executed by the parties as follows:

**FOR THOMPSON RIVERS UNIVERSITY, TRU World**

\_\_\_\_\_  
Ms. Baihua Chadwick  
Associate Vice-President International and  
Chief Executive Officer TRU World Global Operations

\_\_\_\_\_  
Date

**FOR Agent**

\_\_\_\_\_  
Manpreet Joshi  
Sia Immigration Solutions Inc.

\_\_\_\_\_  
Date