

**AGENT AGREEMENT**  
**INTERNATIONAL STUDENT RECRUITMENT**  
(the "Agreement")

Dated as of the            day of            , 20

**BETWEEN:**

**OKANAGAN COLLEGE**  
having offices at 1000 KLO Road,  
Kelowna, British Columbia,  
Canada V1Y 4X8  
("Okanagan College" or "the College")

**AND:**

having offices/residing at

("the Agent")

**WHEREAS** Okanagan College desires to retain the services of the Agent, on a non-exclusive basis, to carry out student recruitment services for Okanagan College.

**NOW THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows:

**1. Services**

1.1 Okanagan College hereby retains the services of the Agent, on a non-exclusive basis, to promote and market Okanagan College's programs to potential students within the country/city/region of .

1.2 The Agent shall:

- a) represent and promote Okanagan College as a public college providing post-secondary education;
- b) make efforts to attract students to attend Okanagan College;
- c) report to and liaise with designated staff of Okanagan College's International Education department;
- d) distribute Okanagan College promotional materials, as provided or approved by Okanagan College, to potential students and other interested entities;
- e) assist potential students in completing the College's application forms and forwarding the completed forms and application fee to the College;
- f) assist all potential non-Canadian Okanagan College students recruited by the Agent in applying for the necessary visas and/or completing any other requirements of Citizenship and Immigration Canada; and
- g) at all times act in a professional and ethical manner in compliance with all applicable laws and with Okanagan College's policies and procedures.

- 1.3 Okanagan College will provide the Agent, at the College's cost, promotional and marketing materials concerning Okanagan College programs.
- 1.4 In carrying out its services under this Agreement, the Agent shall not warrant nor guarantee to any potential student or third party:
- a) that the potential student's admission application will be accepted by Okanagan College;
  - b) that the potential student will satisfy the requirements of Citizenship and Immigration Canada necessary for enrollment at Okanagan College;
  - c) that the potential student will successfully complete any Okanagan College program; and
  - d) that the student will find a job in Canada or elsewhere during or after their studies at Okanagan College.
- 1.5 During the term of this Agreement, Okanagan College licenses to the Agent, on a non-exclusive basis, the right and authority to use Okanagan College's name and logo solely for the purpose of carrying out marketing, promotional and recruitment services pursuant to this Agreement. All materials prepared by the Agent using the College's name or logo must be approved in advance and in writing by Okanagan College.

## **2. Referral Fee**

- 2.1 Okanagan College shall pay to the Agent a referral fee equal to 15% of the tuition fees received by the College from each new registered student recruited by the Agent. Calculation of the referral fee shall be based upon the tuition after application of any tuition rebates or refunds.
- 2.2 The referral fee shall be payable in Canadian funds:
- a) within 30 days after the tuition rebate deadline;
  - b) provided the student has paid his/her tuition fees in full and has not withdrawn from the College; and
  - c) provided the College has not refunded the tuition fees to the student.
- 2.3 The referral fee shall be payable by cheque sent by regular mail to the Agent or, if such information is provided and kept current by the Agent, the referral fee shall be payable by deposit to the bank account of the Agent. (Please see attached banking information)

Any transaction charges or other fees payable for deposit shall be deducted from the amount of the referral fee.

- 2.4 The referral fee shall only apply to registered students recruited by the Agent who have never previously been registered at the College.
- 2.5 In order to qualify for the referral fee, the Agent must provide its name and contact information on the College's student application form in the appropriate section. In the event of any dispute as to whether an admitted student was or was not recruited by the Agent, the onus of proving that the student was not recruited directly by Okanagan College or any third party shall rest with the Agent.
- 2.6 It is understood that no referral fees shall be payable for any student recruited by the Agent who is not admitted to an Okanagan College course/program or who does not fulfill Citizenship and Immigration Canada requirements.
- 2.7 The Agent is solely responsible for all of its expenses and costs in the performance of the services under this Agreement, with the exception of the cost for promotional materials under s.1.3.

- 3.1 Subject to s.3.2, the term of this Agreement shall be \_\_\_\_\_ month/s, from \_\_\_\_\_ to \_\_\_\_\_. (the “Term”)
- 3.2 Either party may terminate this Agreement:
  - a) upon 30 days prior written notice to the other party for any reason and without cause; or
  - b) immediately upon written notice if either party breaches any of its obligations contained in this Agreement.
- 3.3 Upon the effective date of the termination or the expiry of this Agreement, the Agent will immediately cease using any and all promotional materials and will return to Okanagan College any materials provided by the College and will destroy all unused copies of promotional materials created by the Agent.
- 3.4 The rights and obligations under this Agreement will end on the expiration or earlier termination of the Agreement, except that:
  - a) the indemnity under s.4.2 will survive the termination or expiry of this Agreement;
  - b) the Agent will still be entitled to referral fees pursuant to section 2 of this Agreement for those students whose registration with the College was fully processed prior to expiry or termination of this Agreement.

- 3.5 The Term of this Agreement may be extended in writing at the sole discretion of Okanagan College.

#### **4. General**

- 4.1 This Agreement may be executed in counterparts and delivered by mail as a hard copy, by facsimile or by electronic transmission.
- 4.2 The Agent hereby indemnifies and saves harmless Okanagan College, its governors, employees and agents from and against any actions, claims, demands, liabilities, judgments, costs and expenses arising from or related to the actions or omissions of the Agent in respect of any potential Okanagan College student or third party hereunder, such indemnity to survive the termination or expiry of this Agreement.
- 4.3 The Agent is an independent contractor and not an employee or partner of the College. The Agent shall not enter into any contract or act on behalf of the College and shall be strictly limited to those rights and obligations set out in this Agreement.
- 4.4 The Agent shall not assign its rights or obligations under this Agreement.
- 4.5 This Agreement constitutes the entire Agreement between the parties and replaces all prior agreements between the parties. Any amendments to this Agreement shall be in writing and signed by the parties.
- 4.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable hereto. The parties attorn to the exclusive jurisdiction of the British Columbia courts for any disputes arising hereunder.
- 4.7 Any notices under this Agreement may be delivered to the parties as follows:

**To The College:**

1000 KLO Road,  
Kelowna, British Columbia,  
Canada V1Y 4X8  
Attention: Director, International Education

**To The Agent:**

If delivered by hand or by registered mail, such notice shall be deemed received on the date delivered to the above address. If delivered by regular mail, such notice shall be deemed received 15 days following posting.

- 4.8 Any changes to the Agent name, address or Banking Information must be sent to the College in writing thirty days prior to the effective date of any change.

**IN WITNESS OF WHICH** the parties have executed this Agreement on the date first stated above.

**OKANAGAN COLLEGE**

Name:

Title: Director, International Education

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: International Education Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The AGENT**

Name: \_\_\_\_\_

Title: Director

Signature:  \_\_\_\_\_ Date: 15-11-2017