

## INTERNATIONAL RECRUITMENT AGENT AGREEMENT

**THIS AGREEMENT** dated 8/12/2019.

**BETWEEN:**

**ROYAL ROADS UNIVERSITY,**  
(hereinafter referred to as the "University"),

- and -

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**SIA IMMIGRATION SOLUTIONS INC.**  
(hereinafter referred to as the "International Recruitment Agent").

**WHEREAS:**

- A. Both the International Recruitment Agent and the University have a mutual interest in international education;
- B. The International Recruitment Agent has represented to the University that it has the expertise to recruit individuals globally excluding India (the "Territory"); and
- C. The University wishes to contract with the International Recruitment Partner for the provision of certain services relating to the recruitment of individuals in the Territory, which services are further described in Schedule "A" hereto (the "Services"). For further clarity, the Agreement shall apply to the recruitment of students into English pathway programs, certificate, diploma and degree programs offered on-campus, on-line and in the blended learning model by the University (the "University Programs").

**NOW THEREFORE** in consideration of the mutual terms and covenants herein provided the parties hereto agree as follows:

**Services**

- 1. The International Recruitment Agent shall provide the Services as a non-exclusive International Recruitment Agent in the Territory on the terms and conditions set out in this Agreement.
- 2. In providing the Services, the International Recruitment Agent shall comply with all reasonable directions and requests of the University.

**Term**

- 3. This Agreement shall come into effect on 8/12/2019 and terminate on 8/12/2020.

**Payment**

- 4. The University shall pay the International Recruitment Agent for the Services provided to the reasonable satisfaction of the University, according to the terms and conditions set out in Schedule "B" attached hereto (Schedule "B").
- 5. The International Recruitment Agent shall provide satisfactory invoices and original supporting documentation to the University as set out in Schedule "B".
- 6. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

## **Expenses**

7. The International Recruitment Agent is solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including, without limitation, expenses relating to space, facilities, equipment, materials, telephone, office supplies, document copying, facsimile transmission and postage).

## **Reporting**

8. Any reports and other documents to be prepared by the International Recruitment Agent pursuant to Schedule "A" shall be submitted to the University in writing, unless otherwise specified in Schedule "A", and shall be in form and content satisfactory to the University.
9. All publications, promotional and otherwise, and all materials naming or referring to the University which the International Recruitment Agent uses shall be submitted to the University for review and consent prior to public release.

## **Termination**

10. This Agreement may be terminated as follows:
  - (a) By the University where:
    - i. in the reasonable opinion of the University, the Services provided by the International Recruitment Agent are unsatisfactory, inadequate or are improperly provided;
    - ii. in the reasonable opinion of the University, the International Recruitment Agent has failed to comply with any substantive term or condition of this Agreement;
    - iii. the International Recruitment Agent is dissolved or becomes bankrupt or insolvent; or,
  - (b) By mutual agreement of the parties, expressed in writing, provided that such agreement shall require the parties to allow for thirty (30) days' notice to the other of termination.
11. Upon termination of this Agreement, the International Recruitment Agent shall cease to provide the Services. The University shall be under no obligation to the International Recruitment Agent other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the University, the International Recruitment Agent may be entitled to receive under this Agreement for work completed to the satisfaction of the University up to the date of termination.

## **Confidentiality**

12. The International Recruitment Agent agrees that any information, data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other materials or products disclosed to the International Recruitment Agent by the University or otherwise produced or developed by the International Recruitment Agent in providing the Services (the "Materials") will not be:
  - (a) published or disclosed to any third party except to:
    - i. those of the International Recruitment Agent's officers and employees who are directly concerned with the use, development or application of the Materials in the provision of the Services subject to section 14; and,

- ii. third parties to the extent necessary to provide the Services; nor
  - (b) used, sold or otherwise disposed of for value by the International Recruitment Agent other than in the provision of the Services under this Agreement.
13. The International Recruitment Agent shall:
- (a) comply with any rules or directions made or given by the University with respect to safeguarding or ensuring the confidentiality of the Materials;
  - (b) advise the International Recruitment Agent's officers and employees to whom the International Recruitment Agent may disclose the Materials of the confidentiality and ownership provisions of this Agreement; and,
  - (c) do that which is necessary and reasonable to prevent unauthorized disclosure, use or sale (or other disposition for value) of the Materials.
14. Any additional obligations respecting confidentiality and any obligations respecting non-competition must be noted by the University on Schedule "A".

### **Privacy**

15. The International Recruitment Agent is aware and acknowledges that the University is a public body under *The Freedom of Information and Protection of Privacy Act* (British Columbia, Canada) ("FIPPA") and that records and information that are in the care and custody of the University and are subject to the provisions of FIPPA.
16. The International Recruitment Agent agrees to comply with the provisions of FIPPA with respect to the collection, use and disclosure of records and information obtained by the International Recruitment Agent in connection with this Agreement.
17. Upon completion of the Services, the International Recruitment Agent shall confidentially destroy, or return the records and information to the University, at the University's option.

### **Ownership of Intellectual Property**

18. Any Materials provided by the University to the International Recruitment Agent for use in the provision of the Services shall remain the property of the University and shall be returned without cost to the University upon request. The University is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.
19. Any Materials for the University produced or developed by the International Recruitment Agent and any of the International Recruitment Agent's officers, employees, or agents in the provision of the Services, and all copyright and other intellectual property rights therein shall be hereby exclusively assigned to the University by the International Recruitment Agent and shall be delivered without cost to the University in accordance with Schedule "A" or upon request. The International Recruitment Agent further:
- (a) waives any moral rights the International Recruitment Agent may have in connection with such Materials, and expressly disclaims any royalty rights in connection with the use, distribution or sale by the University of such Materials; and,
  - (b) warrants the fitness for use of such Materials as contemplated under this Agreement.

- (c) must identify and provide appropriate credit to the author(s) and obtain copyright permission for inclusion of the work(s) in such Materials.

### **Subcontracting**

22. Should the International Recruitment Agent sub-contract any portion of the Services, it shall firstly obtain the University's consent to such sub-contracting relationship as well as to the content of the sub-contracting agreement.

### **Notices**

23. Any notice or other communication required to be given under this Agreement shall be given in writing and delivered by hand, courier (prepaid), registered mail (prepaid) or by facsimile transmission, to the following addresses:

If to the University:

Royal Roads University  
Office of International Collaboration and Development  
2005 Sooke Road  
Victoria, British Columbia  
V9B 5Y2  
Attention: Director, Office of International Collaboration and Development

If to the International Recruitment Agent:

Sia Immigration Solutions Inc.  
122 8028 128 St, V3W 4E9  
Surrey, Canada  
Attention: Manpreet Joshi

24. The failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the said breach or non-fulfillment or any future breach or non-fulfillment.

### **Nature of Relationship**

25. It is understood that this Agreement does not constitute an employment agreement and that the status of the International Recruitment Agent and the International Recruitment Agent's officers, employees and agents is that of an independent contractor and not that of an employee or agent of the University. The International Recruitment Agent shall not commit the University to any expenditures or obligations to third parties.

### **Insurance**

26. The International Recruitment Agent:
- (a) acknowledges that the International Recruitment Agent is solely responsible for ensuring that the International Recruitment Agent has appropriate disability, malpractice and comprehensive general liability insurance coverage; and,
  - (b) releases the University from any obligation or responsibility to provide such coverage.

### **Indemnity**

27. The International Recruitment Agent indemnifies and saves harmless the University, its officers, employees and agents against any and all liability, loss, damage, cost or expense which the University may hereafter sustain, incur, suffer or be required to pay by reason of:
- (a) the willful or negligent act or omission of the International Recruitment Agent;
  - (b) any assessment, re-assessment or any other act of an official of the federal, provincial and/or territorial governments relating to the International Recruitment Agent; and
  - (c) the International Recruitment Agent's failure to secure the appropriate or any insurance coverage as specified under this Agreement.

### **Warranties**

28. The International Recruitment Agent warrants that:
- (a) the International Recruitment Agent has the necessary authority and capacity to enter into this Agreement;
  - (b) the International Recruitment Agent has no conflict of interest in providing the Services, and that the University will not be thereby compromised nor suffer loss;
  - (c) it is the International Recruitment Agent's own responsibility to declare to Revenue Canada payments received from the University under this Agreement based on the International Recruitment Agent's invoices and the University's general cheques;

### **Conflict of Interest**

29. The International Recruitment Agent represents that:
- (a) the International Recruitment Agent has no conflict of interest in providing the Services, or has disclosed a conflict of interest and presented a management plan satisfactory to the University and that the University will not be thereby compromised nor suffer loss;
  - (b) in the event that the International Recruitment Agent, or any of the Recruitment Representative's principals and employees providing the Services, is otherwise an employee of the University:
    - i. the obligations hereunder shall not be undertaken on the University's time or using the University's resources or facilities;
    - ii. the International Recruitment Agent will indemnify and save harmless the University from any financial consequences should it or any of its principals or employees be deemed an employee of the University in providing the Services;
  - (c) it is the International Recruitment Agent's own responsibility to obtain independent legal and tax advice confirming the International Recruitment Agent's status as being an independent contractor at law and not an employee of the University; and,

- (d) the International Recruitment Agent shall transfer, without altering, all documentation provided to the International Recruitment Agent by students in support of applications to the University. The International Recruitment Agent shall use all reasonable efforts to determine that the said documentation is true and accurate prior to transferring same to the University.

#### **University's Rights**

30. The University reserves the right to cancel or change any programs, program policies or fee guidelines, and to alter any promotional, informational or application materials, without notice to the International Recruitment Agent. The University further reserves the right to make the final determination as to the admission of any student recruited by the International Recruitment Agent.

#### **Legal and Professional Advice**

31. The International Recruitment Agent hereby acknowledges and confirms that the International Recruitment Agent has been given an opportunity to obtain independent legal and other professional advice in connection with this Agreement.
32. The International Recruitment Agent hereby confirms that the International Recruitment Agent fully appreciates and understands the terms of this Agreement.

#### **Governing Law and Jurisdiction**

33. This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

#### **Assignment**

34. This Agreement or any of the rights or obligations thereunder shall not be assigned in whole or in part by the International Recruitment Agent without the prior written consent of the University.

#### **Successors and Assigns**

35. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assignees of the International Recruitment Agent.

#### **Survival**

36. Sections 12, 13, 14, 16, 17, 18, 19, 27, 33 and 36 survive termination or expiration of this Agreement.

#### **Conditions Precedent**

37. Any conditions precedent to this Agreement must be noted by the University in Schedule "A".

#### **Interpretation**

38. The preamble forms an integral part of this Agreement.
39. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
40. Schedules "A" and "B" form part of this Agreement. To the extent that there is a conflict between the contents of these Articles and the contents of Schedules "A" or "B", the contents of these Articles shall govern. Nothing

prevents additional obligations, terms or conditions respecting the International Recruitment Agent's provision of the Services being incorporated in the attached Schedules.

41. The parties consent to this Agreement being prepared in the English language, and understand that the English version shall be authoritative.

#### **Entire Agreement**

42. This Agreement and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

#### **Severability**

43. If any of the provisions of this Agreement is found by a court of competent jurisdiction to be null or void, the remainder of this Agreement shall continue in full force and effect; provided that, the substantive intent of this Agreement is not thereby compromised.

#### **Executions**

44. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by facsimile transmission.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties as of the date first above written.

**SIA IMMIGRATION SOLUTIONS INC.**

**ROYAL ROADS UNIVERSITY**

Per:



Name: Manpreet Joshi

Title: Director

Per:



Name: Tasha Welch

Title: Director, Office of International  
Collaboration and Development

## **SCHEDULE "A" SERVICES**

### **Responsibilities of the International Recruitment Agent**

The International Recruitment Agent shall:

1. organize all publicity activities relating to the recruitment of students for University Programs, including advertising, seminars, public notices and prospectuses to be handed out to potential students (the "promotional activities"). The International Recruitment Agent shall be solely responsible for all costs relating to the promotional activities. Should the University wish to advance any funds in support of the promotional activities, the International Recruitment Agent shall ensure, and provide evidence of the fact, that the funds have been used, or will be used, for the promotional activities;
2. ensure that all promotional activities are in the best interests of the University and that they accurately reflect the University's policies and practices and obtain the University's consent to the content of any materials and/or promotional activities prior to dissemination or presentation in any form;
3. meet with students to ensure that all students recruited to the University meet the admission requirements, as set out by each program. These requirements shall be provided to the International Recruitment Agent by the University;
4. explain that final admission decisions are made by the University. The International Recruitment Agent shall not represent that it has decision-making authorization in this respect;
5. oversee the collection and remittance of all original application materials, registration and tuition fees to the University for each student recruited to the University prior to any deadlines for submission of such applications and fees to the University, provided that all of the foregoing documentation shall be provided either in English or, where the documentation is not available in English, in official and certified translated form. The International Recruitment Agent shall advise students of the refund schedule for each program;
6. ensure that all applications for visa requirements (or "study permits") of students admitted to the University are made to the Canadian Embassy in, or for, the territories;
7. ensure that all students who are granted visas to Canada have been properly admitted to University Programs and are aware of the departure information for traveling purposes;
8. represent itself as a contractor to the University for the purpose of recruiting students as described herein, but not as an employee, branch or office of the University; and,
9. report to the University, on an annual basis, as to the promotional activities of the International Recruitment Agent and its success in recruiting students to the University;



## **Responsibilities of the University**

The University shall:

1. offer admission to University Programs to eligible students recruited by the International Recruitment Agent;
2. provide the International Recruitment Agent with all necessary policies, calendars, registration guides, health requirements for students and other information that the International Recruitment Agent may reasonably require to provide the Services. In addition, and where available, the University shall provide the International Recruitment Agent with posters, photographs and video materials pertaining to the activities of the University;
3. admit eligible students recruited by the International Recruitment Agent who satisfy all of the requisite requirements of the University, as reasonably determined by the University;
4. arrange for students to have access to a wide range of supports and services designed to help them succeed in their studies. Orientation information and programs are available for all new students. Students may choose from housing options including homestay, and off-campus alternatives. Student advisors within the University provide academic advising regarding such matters as course selection and certificate requirements. Students also have access to a variety of socio-cultural activities offered by the University throughout the year to assist with integration into campus and community life;
5. advise, where requested, the International Recruitment Agent of the students' progress in their respective programs subject to the students' consent to the release of such information.

## **SCHEDULE "B" PAYMENTS**

1. The University shall pay the International Recruitment Agent for Services in accordance with the following flat fees, in accordance with section 6 below, remitted to the University by the International Recruitment Agent in accordance with the terms of this Agreement.

- a. English Pathway Programs: Commission will be paid as a one-time fee for entire pathway program study plan, regardless of the number of pathway programs a student takes.

Program	Commission
English for Academic Purposes	\$500
Transfer Preparation Program	
Pre-Master's Program	

- b. Academic Programs: Commission paid on the first year of study.

Program	Commission for 1-5 students	Commission for 6+ students
Undergraduate: Full Degree	\$3,500	\$4,000
Undergraduate: Degree Completion	\$3,000	\$3,500
Master's and Doctoral Degrees	\$3,000	\$3,500
Graduate Certificate or Diploma	\$1,000	\$1,000

- c. Visiting Student Program\*: Commission paid per course

Program	Commission
Undergraduate: Academic Semester	\$200/course

2. Commission paid in 2 installments or 1 single payment

Program	Installment 1	Installment 2 for 1-5 students	Installment 2 for 6+ students	Single Payment
English Enhancement and Pathway Programs	x	x	x	\$500
Undergraduate: Full Degree	\$2,500	\$1,000	\$1,500	x
Undergraduate: Degree Completion	\$2,000	\$1,000	\$1,500	x
Master's and Doctoral Degrees	\$2,000	\$1,000	\$1,500	x
Graduate Certificate or Diploma	x	x	x	\$1,000
Visiting Student Program	x	x	x	\$200/course

### 3. Timetable for commission payments

Invoices will be processed in November, April and July of each year. If the International Recruitment Agent fails to submit an invoice during these months, they must wait till the next commission processing month.

Payment	Conditions of Payment
Installment 1	45 days after the start date of the program and after the 1 <sup>st</sup> refund period as defined in the University's International Tuition and Fees Refund Policy
	The student is in good standing and payments are up-to-date
Installment 2	After the student has completed the first year of their academic program.
	The student is in good standing and payments are up-to-date
Single Payment	After 50% of the program is complete
	The student is in good standing and payments are up-to-date

### 4. Conditions for commission payments:

- if a student ceases to be an international student as defined by their holding a valid Canadian Student Authorization, then no payment shall be made for the subsequent installment;
- if a student does not complete the first year of their program, then no payment shall be made for Installment 2;
- students who use the services of the International Recruitment Agent must not have their fees deducted from their payment. All tuition and ancillary fees must be made payable directly to the University.

### 5. The University shall make the foregoing payment in accordance with section 6 below. In any case, payment to the International Recruitment Agent shall be for the program that the student is initially registered for. Enrollment in programs subsequent to the initial registration shall not be included unless the student submits a signed Release form.

### 6. Process for submitting commission invoices.

In order to facilitate payment, the International Recruitment Agent shall submit an invoice and a list of students to the University in accordance with section 1 above, including:

- an invoice which includes the following information:
  - Agency name and contact information
  - Total tuition
  - Installment number (1 or 2) or single payment
  - Commission rate and commission owed
  - Banking information to complete the transfer of funds
- name of the student
- student number
- program start and end date
- name of program

### 7. It is important to note that payments will only be made for students whose files include a signed Release form, in the form provided by the University.

\*Commission for the visiting student program is \$200/course. Students in the Visiting Student Program may take up to 5 courses in 1 academic semester. If the visiting student decides to apply and enroll in a full academic program, commission received for the Visiting Student Program will be deducted from commission for the full academic program and the difference will be paid to the agent. No commission available for students who receive the Visiting Student Award.