

International Student Recruitment Agent Agreement

BETWEEN:

Capilano University
2055 Purcell Way
North Vancouver, BC
Canada V7J 3H5

Phone: 604-986-1911 Fax: 604-983-7576
Email: inted@capilanou.ca Website: www.capilanou.ca

(the "University")

AND:

Sia Immigration Solutions Inc
246 2 Ave #301
Kamloops, BC
V2C 2C9 Canada

Phone: +1-778-257-5709, Email: mj@siaimmigration.com

(the "Agent")

WHEREAS:

Capilano University

The University has a strategic goal to increase its international student population to 15% of the University's overall student enrollment. The University also strives for a diverse international student population from all regions of the world and encourages international enrolment in all of the University programming. Towards these goals, the University will engage the services of select recruitment agents or representatives who will refer international students, known as "referrals", to the University.

Sia immigration solutions inc

The Agent provides educational marketing and recruitment services through an established recruitment agent's office or offices bearing the agency name with a primary function of promoting,

recruiting and referring international students to their contracted institutions on a performance based commission basis.

WITNESSES THAT in consideration of the mutual covenants, conditions and agreements contained in this Agreement, the University and the Agent agree as follows:

To work towards the mutual benefit of the University and the Agent. This Agreement is non-exclusive. This Agreement is not extended to sub agencies unless the sub agencies have been identified by the Agent and prior approved in writing by the University.

Duration of Agreement:

This Agreement supersedes all prior Agent Agreements with the University and is in effect from the date that both parties sign the Agreement and terminates on 31 July 2021.

Referral

For the purposes of this Agreement, a “referral” shall mean a student, who will study at the University under the auspices of a Study Permit as issued by Citizenship and Immigration Canada (CIC); and

- has been admitted to a full time program at the University; and
- is registered as a full time student (minimum 9 credits) up to two consecutive terms; and
- has paid full tuition, supplemental and other ancillary fees for their first two terms of study; and
- has produced a valid Study Permit which permits them to attend their accepted program of studies; and
- has not applied for a refund of their tuition prior to the last day for dropping classes, also known as the refund deadline date or the stable enrollment date, for each of their first two terms.

The University, through the University's *Centre for International Experience*, will:

1. Provide the Agent with the University promotional material.
2. Provide the Agent with training materials and training sessions where possible in order to support the training and development of the Agent's recruitment staff.
3. Permit the Agent to promote and advertise the availability of the University programs and courses to international students.
4. Pay the Agent, only if the Agent is listed on the student's initial application, a commission fee for each international student referral to Capilano University following these guidelines:
 - a. The eligible period of study for commissions' payable will be the first two terms of an international student's study at the University; and
 - b. Will be paid at a rate of 15% of the recruited students' tuition fees which does not include supplemental or ancillary fees; and,
 - c. Will be payable net 15 days upon receipt of an invoice issued by the Agent after the student has registered at the University, paid all University fees and has passed the drop/add (stable enrollment) date in each of the two eligible terms (term 1 and term 2) of the students program of study. (The Agent must not deduct the *Agent*

fees from the student's tuition payment prior to tuition being paid to the University.)

(the "Agent Fees")

1. Only make a change of the Agent to which payment of the Agent Fees are to be paid if a request for change of Agent has come direct from the recruited student's University email account and must include an explanation for the requested change. In the event of dispute, approval of a change of the Agent will be at the final and sole discretion of the University.
2. Respond to complete applications which have been submitted by the Agent to the University in a timely fashion. Please note, admissions communications will be sent directly to the student with a copy to the Agent.
3. The University will provide a "Certificate of Representation" to the Agent in order to authenticate the University's permission for the Agent to promote the University until the expiry date of this Agreement or earlier termination as permitted herein.

The Agent will:

1. Promote the University's programs to potential international students at their agency expense.
2. Provide accurate information to international students regarding Canada, the education system, the University's programs, admissions requirements, application procedures, fee structure, deadlines, refund policies, payment procedures, accommodation options and the estimated costs of living in Canada.
3. Assist international students in completing their online or paper application for admission to the University including the Agency information and release of information permissions section of the application form.
4. Submit the international student's application to the University complete with:
 - a. The application form (unless submitted electronically) including completion of the Agent's section which authorizes release of admissions information to the Agent.
 - b. The specified application fee.
 - c. Official transcript(s) of marks *(for admissions review purposes, authorized Agents may submit scanned copies of official documents which they have seen. In such cases, the official documents must be sent or delivered to the University within 30 days of the start of classes)*.
 - d. Notarized or certified translation(s) of the transcript(s)
 - e. Results of English language assessment testing such as TOEFL or IELTS or equivalent, if required for admissions purposes.
5. Assist with and act as the primary communication link between the University and the potential student.
6. Obtain prior written approval from the University to undertake any advertising which uses the name, trademarks or wordmarks of the University and to supply an English translation

of the text of such advertisements if they are to be printed in a language other than English.

1. Assist students to navigate the Citizenship and Immigration website if they are applying for a Study Permit using the online application process. ***Note: Agents are not permitted to provide any immigration advice or complete forms in accordance with section 91 of the Immigration and Refugee Protection Act that states only a bona fide Immigration Consultant or lawyer can provide assistance with immigration application or proceedings.***
2. Invoice the University in the first month of each term (September, January or May) with the names and student numbers for each international student referred. Those agencies which are subject to paying the federal Goods and Services Tax (GST) in Canada must also include the GST amount and a valid GST number on their invoices.
3. Not discount or subsidize tuition through any scheme that may be construed by the University as commission sharing.

Confidentiality

The Agent shall treat the terms and details of this Agreement as confidential, except with prior written consent of the University, or as stipulated by applicable law. Student information is to be treated with confidentiality. Anyone representing the Student must have the student's written permission to represent him/her.

Ethical Recruitment Practices

The University shall require the Agent to act in a professional manner. The Agent will represent the University in a truthful way so as not to misrepresent or exaggerate any aspect of the University, its admissions policy, its application procedures, its fee structures or its programs. The University shall require the Agent and its representatives not to discriminate against potential applicants on the basis of gender, ethnicity, religious or political affiliation.

Legal Jurisdiction

This Agreement will be governed and construed according to the laws of the Province of British Columbia, Canada. The parties agree that the courts of British Columbia will have exclusive jurisdiction over any legal action or proceeding arising out of or in connection with this Agreement.

Termination

This Agreement may be terminated at the sole discretion of either party. Termination will be effective by giving the other party prior written notice citing the date of termination.

Termination will not affect the obligations of either party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.

Indemnity

The Agent shall indemnify and save harmless the University from and against all claims, demands, losses, damages, judgements, costs, liability, expenses (including reasonable legal fees and expenses), action and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, or deed or other matter on the part of the Agent or Agent's staff arising out of this Agreement, excepting always liability arising from the independent negligence of the University.

Insurance

The Agent and the University each agree to maintain insurance coverage to protect their respective actions and interests.

Force Majeure

The parties will be released from their obligations under this Agreement in the event of a national emergency, war, prohibitive government regulations, strike or any other cause beyond the reasonable control of the parties hereto that renders this Agreement impossible.

Communication Contacts

For the purposes of general inquiries or admissions support, the Agent should contact the Centre for International Experience as follows:

Tel: 604-990-7914, Email: inted@capilanou.ca, Website: www.capilanou.ca.

Signing in Counterpart

This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be one original and will constitute one and the same agreement.

BY SIGNING BELOW THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT

On behalf of **Capilano University**

On behalf of **Sia immigration solutions inc**



Chris Bottrill
Director International
cbottrill@capilanou.ca
Tel: 604-983.7586



Manpreet Joshi
Director
mj@siaimmigration.com
Tel: +1-778-257-5709,

Date: 23 November 2018

Date: 06 December 2018

