



CONESTOGA
Connect Life and Learning

INTERNATIONAL 

Conestoga College Institute of Technology and Advanced Learning
College Administration – 299 Doon Valley Drive, Kitchener, ON N2G 4M4 Canada, 519.748.3556. www.CONESTOGAc.on.ca

March 06, 2020

Munish Joshi, Owner
Sia Immigration Solutions Inc.
302-A-153 Seymour Street
Kamloops, British Columbia V2C 2C7
Canada

Dear Munish Joshi:

This letter serves as an Agreement between **Sia Immigration Solutions Inc.**, hereinafter referred to as **AGENT**, and **Conestoga College Institute of Technology and Advanced Learning**, hereinafter referred to as **CONESTOGA**, with respect to the recruitment of international students into CONESTOGA's academic programs.

1. CONESTOGA authorizes AGENT to recruit qualified full time international students primarily from **Nigeria** for consideration by CONESTOGA.
2. CONESTOGA agrees to provide AGENT with printed and/or online materials as specified in Appendix B to promote academic programs for the purpose of recruiting international students for full time study at CONESTOGA. AGENT must use only those materials provided by CONESTOGA for promotion of CONESTOGA programs for the upcoming year (materials are updated annually). No materials should be developed or implemented by the AGENT without approval by CONESTOGA.
3. AGENT agrees to provide prospective students with complete, accurate and current information pertaining to:
 - a) Programs identified by CONESTOGA as being most accessible to international students
 - b) Application and tuition fees, health insurance, and other relevant information
4. While AGENT is marketing CONESTOGA's programs and recruiting potential students, AGENT does not have the authority to accept students to CONESTOGA, but rather refers qualified students to CONESTOGA to be considered for admission based on meeting all college and program requirements.
5. AGENT will endeavor to recommend applicants who are academically suitable for admission to CONESTOGA and able to meet the costs incurred as an international student.
6. CONESTOGA reserves the right to delay or cancel any of its program intakes in response to extenuating circumstances and/or insufficient enrolment.
7. AGENT will follow all procedures as may be required by CONESTOGA, and described in the **CONESTOGA INTERNATIONAL AGENT TRAINING Manual** provided by CONESTOGA. AGENT confirms that he/she has read and understood the **CONESTOGA INTERNATIONAL AGENT TRAINING Manual**, which is provided by the CONESTOGA International Office. The AGENT will ensure that all staff who

will be advising prospective CONESTOGA students will have completed the required training. The process for student referrals is summarized in Appendix A.

8. With the exception of supplying the printed materials specified in Appendix B, AGENT is responsible for all costs incurred for the recruitment of full time international students for CONESTOGA.
9. Any use of the name Conestoga College Institute of Technology and Advanced Learning or CONESTOGA, including any constituent Schools, programs, or related logos in advertisements, publications or notices relating in any way to the activities described in this Agreement is subject to prior written approval by CONESTOGA.
10. See Appendix C for Commission Payment Structure and Processing.
11. This agreement relates to the provision of recruitment services only. AGENT is not required to provide services outside the scope of student recruitment for CONESTOGA. CONESTOGA provides information and support to students with respect to orientation to CONESTOGA and community, including information about accommodation and college and community resources and services.
12. AGENT will not charge fees for additional services to any CONESTOGA student, once the student has arrived in Canada. If Agent is found to be using its relationship with CONESTOGA to explicitly or implicitly suggest that they represent CONESTOGA in any way other than the provision of recruitment services, then this Agreement will be terminated.
13. All AGENT commission fees will be paid to **Sia Immigration Solutions Inc..**
14. All references to fees and commissions in this Agreement are in Canadian dollars.
15. AGENT will ensure that prospective students receive a copy CONESTOGA's Refund Policy prior to their payment of fees (See Appendix D).
16. AGENT will not negotiate educational loans with financial institutions on behalf of applicants. Applicants must be able to secure educational financing using their own assets.
17. AGENT will represent CONESTOGA in a positive and professional manner at all times. The Agent will not engage in any false, misleading or deceptive conduct. Any action or communication by the AGENT that could potentially cause damage to the reputation of the College or its employees will be considered cause for immediate termination of this Agreement.
18. AGENT will reinforce in a positive manner all information disseminated from CONESTOGA regarding its programs and services. The AGENT will make every reasonable effort to support the College's student orientation program (pre- and post-departure) and to generally ensure that the student is prepared for arrival in Canada and study at CONESTOGA.
19. AGENT agrees to have no international student from CONESTOGA residing with them or in any property in which they have any ownership or interest while serving as an agent for the college.
20. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. AGENT is not authorized to enter into or commit CONESTOGA to any agreements, liabilities, or undertakings, and AGENT shall not represent itself as the agent or legal representative of CONESTOGA.
21. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario applicable to contracts made and fully performed therein. The courts located in Ontario shall have exclusive jurisdiction of all suits and proceedings which may arise out of or in connection with this Agreement.

22. Confidentiality

- a) Shall mean all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectable by copyright) which the receiving party has received, received access to, conceived or developed, in whole or in part, directly or indirectly, from or in connection with the receiving party's relationship with the disclosing party in any capacity, including:
 - i. Products, services, systems, methods, designs, specifications, formulae, strategies, negotiations of contracts, price lists, pricing policies, quoting procedures, financial information, marketing information, marketing techniques and arrangements, mailing lists, employee data and other materials or information (whether or not similar in nature to the foregoing) relating to the disclosing party's activities or the manner in which either party does business;
 - ii. Discoveries, concepts and ideas, including the nature and results of plans, procedures, formulae, technology, techniques, "know-how" and designs; and
 - iii. Any other materials or information (whether or not similar in nature to the foregoing) which are not generally known to others engaged in similar business or activities or which the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party;
- b) Shall not include information which is or becomes publicly available without a breach (of which the receiving party knows or ought to know) of (1) this Article, (2) any other agreement or instrument to which the disclosing party is a party or a beneficiary or (3) any duty owed to the disclosing party by the receiving party; provided, however, that if the receiving party shall seek, or shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose, any confidential information, the receiving party shall bear the burden of proving that such information had become publicly available without any breach.
- c) Each party acknowledges that confidential information disclosed to it by the other party is confidential and that such confidential information is the exclusive property of the other party.
- d) Each party covenants and agrees that to the best of its ability it will not, except with the prior written consent of the other party, at any time, directly or indirectly, disclose, divulge, reveal, report, publish or transfer any of the confidential information disclosed to it by the other party.
- e) Disclosure of confidential information shall not be prohibited if the disclosure is required by a valid and existing order of a court or other governmental body or agency within Canada; provided, however, that (1) the party who seeks to disclose confidential information of the other party shall first have given prompt notice to the other party of any possible or prospective order (or proceeding pursuant to which any order may result) and (2) the other party shall have been afforded a reasonable opportunity to prevent or limit any disclosure.
- f) To the extent, if any, that information transmitted by either party to the other constitutes personal information for the purposes of applicable privacy legislation including the Freedom of Information & Protection of Privacy Act (Ontario), each party shall comply with such applicable legislation, in respect of its collection, use, retention, and disclosure thereof.

23. Unethical Practices:

The AGENT shall not engage in any inappropriate or unethical recruitment practices (collectively, “**Unethical Practices**”, and each an “**Unethical Practice**”), which include, but are not limited to:

- a) Encouraging or influencing the transfer of an international student enrolled in his or her first semester at one public college in Ontario to another public college in Ontario;
- b) Posting messages on a public college’s social media website(s) for the purpose of recruiting an international student away from one public college in Ontario to another public college in Ontario;
- c) Providing financial incentives (e.g., scholarships, awards, commissions, employment, or discounts) for an international student enrolled in his or her first semester at a public college in Ontario to transfer to another public college in Ontario;
- d) Paying a person, including but not limited to another student, to encourage an international student to withdraw within his or her first semester at a public college in Ontario in order to enroll in another public in Ontario; and
- e) Entering the grounds or premises of a public college in Ontario without permission and attempting to recruit international students to another public college in Ontario.

If CONESTOGA within its sole discretion, determines that the AGENT has engaged in an Unethical Practice, shall take corrective action up to and including termination of this agreement. CONESTOGA shall not pay commission to the AGENT for any student recruited through an Unethical Practice.

24. Insurance: Each party to this Agreement shall maintain its own liability insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each participant shall be solely responsible for their own actions and such insurance shall not extend to protect any other participant.

25. Indemnification: CONESTOGA and AGENT will each indemnify and hold harmless the other and its employees for any and all liability, damages and cost attributable to the negligent acts or omissions of the indemnifying party and its employees while acting in the scope of their employment, and in furtherance of activities described in this Agreement.

26. Non-discrimination: CONESTOGA and AGENT will not discriminate against any person because of age, ancestry, colour, disability or handicap, national origin, race, religious creed, sex, or sexual orientation. CONESTOGA and AGENT will abide by this principle in the administration of this Agreement and any breaches, whether direct or inferred, could result in the termination of the Agreement.

27. Assignment and Amendment of Agreement:

- a) Neither party shall, without both parties’ prior written agreement, assign its rights or obligations under this Agreement to a third party.
- b) This Agreement may not be amended, unless authorized in writing by CONESTOGA.

28. Termination: Upon termination of this Agreement, the AGENT shall cease to provide the recruitment services. CONESTOGA shall be under no obligation to the AGENT other than to pay, such compensation as, in the reasonable opinion of CONESTOGA the AGENT may be entitled to receive

under this Agreement for work completed to the satisfaction of the college up to the date of termination.

29. The term of this Agreement is from the date of signing to **March 31, 2022**.

30. This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

If this letter is an accurate reflection of the Agreement between us, please sign a copy of this letter and return it to CONESTOGA.

Yours sincerely,



Christine Buuck
Associate Vice President
Academic Administration and International Education

Date: March 06, 2020

Name of Agent (PLEASE PRINT): Munish Joshi

Signature of Agent: Munish Joshi

AGENT agreed by Sia Immigration Solutions Inc., Target Market: **Nigeria**

Date: 07-03-2020

Appendix A: Student Referral Process by International Agents

1. Applicants must meet all program requirements as determined by CONESTOGA to be considered for admission to CONESTOGA programs.
2. AGENT will not alter student information that is sent by CONESTOGA to the agency for any reason. AGENT will provide an accurate email address for all applicants at the time of application. At all times throughout the admission process, the College will communicate directly with the student on all matters related to admission, fees, registration, orientation, student services, etc. AGENT will be included in communication for information purposes only.
3. AGENT will submit all student program applications through **OCAS** (Ontario College Application Service). As an approved agent of Conestoga College (and once you return your signed Agreement to us), you will receive information on registering your account for the **OCAS** application system that will grant you access to the Agent Portal at Conestoga College.

Within the agent portal, you will be able to:

- Create a new application for your students.
- Manage status updates/requests from our college.
- Upload student documents such as high school or post-secondary transcripts, proof of English proficiency, passports, and student visa approvals or refusal notifications.
- Receive offer notifications and download Letters of Acceptance.
- Receive confirmation of payment from our college.
- Notify the college when your students have received their visa/study permit.

If needed, Conestoga Admissions may ask for the original transcripts or records to be sent by courier directly to the Admissions department.

4. Upon successful processing of the application and if the applicant meets CONESTOGA and program requirements, a Letter of Acceptance will be uploaded to the student's record within the Admissions Portal.
5. AGENT will direct applicants to send tuition payments directly to CONESTOGA. All tuition funds are the sole responsibility of the applicant.
6. AGENT will ensure that all applications for CONESTOGA are sent for admission consideration with the understanding that applicants who are issued offer letters and subsequently Study Visas will study at CONESTOGA.
7. AGENT will ensure that the college receives notification of visa approval (or rejection) for each successful candidate prior to the start of each semester.
8. AGENT will advise all students that they are fully responsible for all additional costs including (but not limited to): additional courses taken, accommodation, personal spending money, transportation, textbooks, course supplies or equipment, personal electronic devices (laptops, cell phones, calculators, etc.). AGENT should refer students to the International Student Handbook).
<https://international.conestogac.on.ca/student-support/student-guidance-handbook.htm>

Appendix B: Marketing and Promotion Materials for International Agents

International Agents should ensure that marketing and promotion materials are for the upcoming academic year for which they are recruiting. These include:

- CONESTOGA College Calendar – updated annually
- International Tuition Fee Schedule – updated annually
- Program Fact Sheets : Program web page at <http://www.CONESTOGAc.on.ca/international/programs/program-list.jsp>
- Information packages for international students (print and online promotional materials)
- Application for Admissions – Online form at <https://internationalportal.conestogac.on.ca/InternationalApplication/Content/Login/Login.aspx>
- International Student Scholarship Information <https://international.conestogac.on.ca/how-to-apply/international-scholarships.htm>

Appendix C: Commission Payment Structure and Processing

Commission Payment Structure

CONESTOGA agrees to pay the AGENT for each fully paid student as of the official enrolment count date for each semester (i.e. tenth day of classes – last date to withdraw with refund):

English for Academic Studies Program (EAS)

- Tuition is based on the *International Tuition Fee Schedule* that is current for the period of study.
- **15% commission** will be paid **on tuition only (excluding incidentals)** for the first five (5) students referred within an academic year.
- For six (6) students or more, **20% commission** will be paid **on tuition only (excluding incidentals)** for all students beginning with the sixth (6th) student and beyond within the academic year.
- For students continuing into a post-secondary program, commission will be paid for two additional post-secondary semesters.

Direct Entry into CONESTOGA Diploma, Post-Graduate, or Degree Program (i.e., first program only)

- Tuition is based on the *International Tuition Fee Schedule* that is current for the period of study.
- **15% commission** will be paid **on tuition only (excluding incidentals)** for the first five (5) students referred within an academic year.
- For six (6) students or more, **20% commission** will be paid **on tuition only (excluding incidentals)** for all students beginning with the sixth (6th) student and beyond within the academic year.

Notes on Commission Payments

- Commission payment will be split over **two** semesters for all programs in excess of one semester and provided the student has been in attendance on the tenth day of the first and second semester.
- Commission will be calculated **on tuition fees paid to the college only** (excludes incidentals).
- CONESTOGA will pay for a maximum of **two** ESL and two post-secondary semesters. No further commissions are payable.
- Commission **will not** be paid for a student enrolling in a second post-secondary program at CONESTOGA.
- All Commissions are paid in Canadian dollars.
- A student will be considered to be associated with a particular agent for commission purposes once the fee deposit has been paid. When a student requests to change their agent after the fee deposit has been paid, the request will be denied and commission will be

attributed to the original agent. If a student requests to change agents before payment of the fee deposit then the college will associate the student to the new agent for commission purposes.

Commission Payment Processing

- Each applicant referred to Conestoga College is associated with the agency at the time of application through the international application portal. **AGENTS must use their agent log in credentials and the agent portal to ensure that students are properly associated to their agency. Once we receive the signed Agreement returned to us, additional information and training will be provided to the AGENT regarding the application process.**
- After the 10th day of classes (i.e. the withdrawal date), the agency is eligible for commission for any full-time registered student in a program who has been referred to Conestoga College by the agency.
- AGENTS are not required to submit invoices for commission purposes. For each intake, the Conestoga commissions team will send a list of commission eligible students to the agency. **These are the students that the College has confirmed as associated with the agency, and are registered and in class after the withdrawal date (10th day), and have paid their tuition.**
- If the AGENT agrees that the list of eligible students matches those that have been referred, no further action is required. Conestoga's commission team will process the AGENT commission payment through **Western Union** (for all international bank accounts) and/or Cheque/EFT (for all local (Canadian) bank accounts).

Internal and external payment processing times vary by country. A minimum of 6-8 weeks for receipt of commission payment, after the 10th day of class can be expected.

The AGENT will be responsible for the payment of any and all taxes and levies on the commission within their home country together with any bank fees or other charges associated with the payment of the commission.

Appendix D: CONESTOGA Refund Policy

Rejection of Application for Study Permit

International Students who have their application for a Canadian Study Permit rejected may receive a refund of the entire amount received by CONESTOGA College (less the \$100 application fee and \$200 administrative fee), if they request the refund in writing and provide CONESTOGA with a copy of the visa refusal letter.

Program Withdrawal

Students who submit a formal notification of withdrawal from a full time program are entitled to a refund of tuition and ancillary fees as follows:

1. If a student withdraws within ten (10) business days of the beginning of a semester, or the beginning of the period for which the student paid fees in the case of a non-semester or continuous intake program of instruction, the student shall receive:
 - A refund of the full tuition and ancillary fees for the semester or program less the \$1,500 non-refundable deposit (CONESTOGA's refund policy may be found at the following link <https://international.conestogac.on.ca/how-to-apply/international-fees.htm> and
 - A refund in full of any tuition and ancillary fees paid in advance for subsequent semesters.
2. After 10 business days students shall receive a refund in full of any fees paid in advance for subsequent semesters, less the \$100 application fee and the mandatory \$200 administrative fee. This also applies to students who do not register on a semester basis.