

# AGREEMENT AGENT – INTERNATIONAL STUDENTS

This agreement dated July 20, 2019  
Contract valid until June 30, 2019

Between **CDI COLLEGE MONTREAL**  
416 De Maisonneuve West, 7<sup>th</sup> floor  
Montréal (Québec)  
CANADA - H3A 1L2

And **Agency:**

**Agent's full name:** Manpreet Joshi  
**Email:** mj@siaimmigration.com  
**Company:** Sia immigration solutions inc.  
**Address:** 246 2 Ave #301, Kamloops, BC V2C 2C9  
**Phone number:** +1-778-257-5709 +1-778-257-5508

Dear **Agency** (hereinafter called "Recruiter"):

Thank you for your interest in referring students CDI College Montreal. Through this recruitment agreement, we are presenting the following proposal to you. This is therefore an agreement between Recruiter and CDI College that may be amended later as found necessary through mutual agreement.

CDI College shall pay the Recruiter **15% commission** based on the total tuition fees of the program of study (excluding the book and registration fees) in which the Recruiter enrolled the student, and upon confirmation that the first deposit of 25% plus the first monthly payment has been fully paid. The said commission shall be paid only after the student attended a total of 30 days of class at CDI College, and upon receipt of an invoice from the Recruiter. The Recruiter agrees that it shall not collect tuition fees on behalf of CDI College. Tuition fees must be paid by the international student directly to CDI College. If the Recruiter is charging legal fees to represent the applicant with the study permit procedures, the international student must be clearly informed that those fees are not part in any way of the overall tuition fees charged by CDI College.

## WHEREAS:

- (a) CDI College grants the right to solicit students for the programs offered by CDI College.
- (b) Recruiter may be informed of any developments related to change of existing programs and introduction of new programs, joint ventures and/or articulation agreements with other institutions.

## **1. Responsibilities of Recruiter:**

- (a) Recruiter will accurately present the schools and programs of CDI College to the prospective students, their parents and any interested parties.
- (b) Recruiter will be familiar with, and strictly adhere to, the applicable government regulation and/or accreditation requirements with respect to the recruitment and admission of international students.
- (c) Recruiter will interview prospective students and gather information regarding the student's:
  - Academic background;
  - English/French language proficiency;
  - Financial ability to meet all costs associated with securing a post-secondary education in Canada
- (d) Recruiters should provide assistance to prospective students and their families in making application to CDI College and in advising about visa eligibility and obtaining the study permit (if required) to study in Canada. Recruiters should review application materials for accuracy and submit all credentials, forms, and application and assessment fees on behalf of the applicant.
- (e) Additional responsibilities include:
  - Ensuring all students have proper medical insurance/coverage.
  - Assisting students, where necessary, in obtaining airline tickets and travel advice.
  - Communicating with CDI College Admissions the transportation details, specifically arrival date, of enrolled student.

## **2. Status and Authority of the Recruiter:**

- (a) Recruiter is not an employee of CDI College or any related entity.
- (b) Recruiter has no authority to offer admission to any prospective student or to enter into any legally binding agreement, whatsoever, on behalf of CDI College; admissions to CDI College programs can only be granted by CDI College through its admissions process and all decisions regarding the admission of students are the sole prerogative of CDI College.
- (c) Recruiter has no authority to commit CDI College to any contract or obligation of any kind.

## **3. Printed Materials and Advertisements:**

All promotion on behalf of CDI College must be conducted in a truthful and ethical manner by the Recruiter. Moreover, in the recruitment of students under this Agreement, Recruiter will use only those brochures, advertisements and other promotional materials that are either provided or approved by CDI College for that purpose. All materials produced by CDI College are fully copyrighted and therefore reproduction of materials by any means, even through production of translated versions, is strictly prohibited without the express written consent of CDI College.

## **4. Processing of Applications:**

CDI College will use good faith efforts to send out to Recruiter notice of the admissions decision within forty-eight (48) hours after the school has received a complete application.



- (a) Tuition fees must be paid by the student directly to CDI College.
- (b) A deposit of **25% of tuition fees** must be paid by the international student in order for CDI College once the study permit is approved.
- (c) If the student is already in Canada on a study permit and/or work permit, a deposit of 25% of the tuition fees is required upon registration.

**5. Laws and Regulations:**

- (a) Recruiter agrees to abide by provincial and federal laws and standards with respect to fair marketing principles, and further agrees to be responsible for and save and protect CDI College from any loss or claim that is the result of Recruiter's failure to abide by these laws or standards.
- (b) Recruiter is responsible for being fully knowledgeable about, and compliant with, all applicable laws, regulations, policies, procedures, customs, and cultural attributes of the country or countries in which Recruiter operates under this Agreement.
- (c) Recruiter must have a valid business license and must maintain one to be granted a contract of representation with CDI College.

**6. Statement of Refund Policy:**

CDI College applies student tuition refund policies established in applicable provincial and federal government regulations, which are subject to change.

**7. Expenses:**

All expenses incurred by Recruiter in connection with the activities of Recruiter under this Agreement are the sole responsibility of Recruiter unless approved in writing in advance by the Director of CDI College.

**8. Non-Exclusivity:**

CDI College retains its right to engage more than one Recruiter to provide services to prospective students in the same geographic area.

**9. Termination of Contract:**

- (a) Contract valid until June 30, 2019.
- (b) Either party may terminate this Agreement by providing a simple written notice to the other party of their intention to terminate this Agreement. Upon receipt of said notice, the contract shall be deemed cancelled immediately by both parties.
- (c) Recruiter will receive the appropriate compensation as provided in this Agreement for any prospective student recruited by Recruiter who has filed a completed application and paid a deposit under this Agreement on or before the termination date, if that student thereafter attends the classes.
- (d) Following termination, Recruiter shall not print or distribute advertising materials promoting CDI College without the prior written permission of CDI College.

## **Termination of contract protocol**

Upon receipt of a termination of contract notice by either party, the following procedure shall apply:

- The agent shall provide to CDI College, within ten (10) days of the termination notice, the complete list of students under admission processing (only students who have paid their registration fees and been officially accepted will be considered) and for which a commission may eventually have to be paid.
- Said list must include the complete student's name, phone number, email address, home address and current processing status for verification by CDI College.
- Should the agent fail or neglect to provide such list within ten (10) days of the termination notice, CDI College will not pay any commission to the agent and will consider the students as if they had directly registered with CDI College and not the agent.
- Once the final list has been determined, CDI College will take charge of all students without the intervention of the agent and the commission of fifteen (15) percent shall be reduced to ten (10) percent only for those files.

### **10. Due Care and Ethical Practice:**

- (a) Recruiter shall conduct themselves with due care and reflect high ethical practice and standards. Recruiters that, in the opinion of CDI College, have acted contrary to ethical business practice including, but not limited to, the Code of Ethics (attached) or contrary to any accreditation or regulatory requirements under Canadian law may, in CDI College absolute discretion, be subject to the immediate termination of this Agreement.
- (b) The Recruiter agrees to save, protect, hold harmless and indemnify CDI College for any loss, damages, or adverse impact that results from any failure of the Recruiter to abide by the code of ethics, failure to act with due care, including any failure of Recruiter to abide by the applicable Canadian consumer protection, accreditation or regulatory requirements.

### **11. Notices:**

Any notice or other communication under this Agreement will be considered effectively given if it is in writing and is either delivered in person or properly sent by fax, courier service or airmail to the respective parties at the address provided herein unless notice of a different address has been previously given. Recruiter and CDI College shall immediately apprise the other of any change in address.

### **12. Assignment and Delegation by Recruiter:**

None of the rights, privileges or obligations of Recruiter may be assigned or transferred at any time without the prior written consent of CDI College. Recruiter may delegate the performance of specific duties, but Recruiter will remain fully responsible for the full performance of this Agreement.

**13. Interpretation of Agreement:**

This Agreement shall be interpreted in accordance and in the jurisdiction of the judicial district of Montreal, Province of Quebec, Canada.

**14. The Recruiter is not an Employee:**

For greater certainty, Recruiter is not an employee or representative of CDI College and has no authority to bind or assume any responsibility, liability, debt or obligation, whatsoever, on the behalf of CDI College.

**15. Entire Agreement:**

This Agreement, including the attached Code of Ethics, constitutes the entire understanding of the parties with respect to the subject matter, and supersedes all other prior or contemporaneous, written or oral, promises and recruitments of any kind.

**ACCEPTED AND AGREED:**

Signed on behalf of **CDI College:**

Name:

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Signature:

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Title:

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Date:

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Signed on behalf of **Recruiter:**

Name: Manpreet Joshi

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Signature: 

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Title: Director of Sia Immigration Solutions Inc

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Date: 20/07/2018

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