



## **INTERNATIONAL STUDENTS**

### **Agency Recruitment Contract**

#### **Parties**

- 1 CANADA COLLEGE ("College")**  
**2 Sia Immigration ("Agent")**  
***Represented by : Mr. Munish Joshi***

#### **Background**

- A** The College offers programs of studies in the collegial level of Diploma or Certificate as well as language programs. All the programs are opened to the international students while in Canada and are coming to Canada to study.
- B** The College has agreed to appoint the Agent for the purpose of recruiting international students to the College and the parties now wish to record the terms of their agreement.

#### **Agreement**

##### **1 Appointment as Agent.**

- 1.1** The College appoints the Agent on a non-exclusive basis as its agent to carry out the following services on behalf of the College:
- a) Promote the College to overseas students by appropriate means;
  - b) Obtain applications that are acceptable to the College from overseas students;
  - c) Find home-stay places that are acceptable to the College from Canadian families (when applicable); and

**Agree**

##### **2 Agent's Obligations**

- 2.1** In the performance of the services set out in clause 1.1, the Agent shall at all times comply with the instructions of the College and with all relevant Canadian and international laws. The Agent shall promote the college and home-stay services in accordance with the College's promotional material and shall only commit or purport to commit the College to any obligation to provide a student with required information and/or arrange home-stay for any student on the basis of the College's directions. The Agent shall conduct the recruitment of international students at all times in an ethical and responsible manner.
- 2.2** The Agent shall use best endeavours to promote the college and to provide the college with all necessary documentations for admission.
- 2.3** The Agent shall be liable for all costs, expenses and outgoings incurred by it or by any of its employees or representatives in carrying out the services and shall not without the prior written approval of the College:
- a) Incur any expenses in the name of the College;
  - b) Pledge the credit of the College; or
  - c) Enter into any arrangement with any person that places an obligation on the College without first obtaining the written approval of the College.
- 2.4** The Agent shall provide the college with all the required documentation for admission as listed on the back of "Application for Admission"

**Agree**

##### **3 Evaluation of International Students**



**3.1** In recruiting International applicants, the Agent must:

- a) Evaluate the proficiencies and aspirations of students against the educational opportunities offered by the College;
- b) Not decline an appropriate international student unless specifically requested to do so by the College; and
- c) Not recruit an international student unless the Agent is entirely satisfied that the student is suitable.

**Agree**

**4        Term**

**4.1** This agreement shall commence on the date on which this agreement is signed by both parties and continue in force until terminated in accordance with clause 6.

**Agree**

**5        Commission**

**5.1** Subject to the Agent complying with, observing and performing this agreement in every respect, the Agency shall be entitled to one time commission of 30% for all students recruited for our language programs and 20% for our collegial programs. of the total fees paid to the college excluding the admission fee. The Agent shall be responsible for the payment of all taxes and levies on the commissions when applicable.

**Agree**

**6        Termination**

**6.1** Either party may terminate this agreement by giving 20 days notice in writing to the other party.

**Agree**

**7        Indemnity**

**7.1** The Agent shall indemnify the College and hold it harmless for any and all costs and expenses including legal expenses and losses, damages and claims of every kind arising out of or in any way relating to the operation of the Agent's business, or any act or omission of the Agent, its employees or agents acting on its behalf while undertaking any aspect of the agency services.

**Agree**

**8        Confidentiality**

**8.1** All matters relating to this agreement (including its terms and conditions) and all information acquired or received by either party to this agreement in the course of providing the agency services shall be held and kept confidential, shall be used only for the purposes of implementing this agreement and shall not be disclosed by the other party except:

- a) As required by law
- b) In good faith in proper furtherance of this Agreement;
- c) With the prior written consent of the other party.

**Agree**

**9        Governing Law**



- 9.1** This agreement shall be construed and take effect in accordance with the domestic laws of Canada. In relation to any legal action or proceedings arising out of or in connection with this agreement the Agent irrevocably submits to the jurisdiction of the courts of Canada.

**Agree**

**10 Disputes**

- 10.1** Should any dispute or difference arise between the parties concerning this agreement they agree that they will, in good faith, endeavour to resolve the dispute by consultation and negotiation. However, if the dispute remains unresolved for a period of 30 days or more then it is open to either party to take such steps as it considers appropriate.

**Agree**

**11 General**

- 11.1** This agreement and the Agent's rights and obligations under it may not be assigned by the Agent without the prior written consent of the College.
- 11.2** Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to that matter or any other matter either then or in the future.
- 11.3** Notices given under this agreement must be in writing, given to the addresses set out below. Notices sent by post shall be deemed to have been received five (5) days after posting, and notices sent by facsimile shall be deemed to have been received contemporaneously.

**Agree**

**College**

**Agent**

**Canada College**  
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