

***Project and* Student Referral Agreement**

Between

**Northwest Community College
Canada V8G 4X2
("NWCC")**

And

**Sia Immigration Solutions Inc
("Sia Immigration")**

Northwest Community College and Sia Immigration have approved the following Project and Student Referral Agreement.

Project Referral

Sia Immigration agrees to:

- *strategically target potential education partners in South Asia and South and Central America on behalf of NWCC;*
- *research new business opportunities, undertake presentations and negotiate with prospective customers;*
- *organize and accompany delegations as requested by NWCC;*
- *initiate and secure education projects and contracts as required for specific sales and marketing activities;*
- *not to sign agreements in the name of NWCC with any third parties unless NWCC issues a written authorization to Sia Immigration for doing so;*
- *Assist with and ensure payment of fees are made promptly and directly to NWCC by students and institutions*
- *Invoice and collect the project referral commission from NWCC based on this agreement.*

Northwest Community College agrees to:

- *Authorize Sia Immigration to serve as NWCC project referral representative in South Asia and South and Central America in soliciting the appropriate projects.*
- *pay Sia Immigration a commission of fifteen percent (15%) or as negotiated under unusual circumstance, for projects\contracts in accordance with terms and conditions of the project agreement. Any students that transfer to NWCC as a result of these initiatives (contracts\projects) will be commissionable in accordance to student referral terms and conditions.*

Student Referrals

For the purpose of this agreement, a 'student referral' shall mean that a student, normally referred to as an "international student", referred to NWCC by Sia Immigration during the term of this agreement, shall:

- have been accepted for registration in a full-time program at NWCC B.C. campus, and for the purpose of this agreement 'full-time' is considered to be the normal full load for students in the program – 2 semesters in the case of academic programs;
- have paid their first year and/or second year tuition fees to NWCC for a full-time program in which they are registered;
- be admitted to Canada with all necessary visas, authorizations and permits allowing them to attend their accepted program of studies; and
- not have applied for a refund of their tuition fees, such as to permit the learner to obtain a full or partial refund of their first and/or second year tuition fees.

Sia Immigration agrees to:

- Use its best efforts to locate qualified students wishing to attend a program at NWCC.
- Offer students correct and up-to-date information about NWCC's programs of study and all procedures to apply.
- Assist students in completing their applications for admission to NWCC and their applications for student authorization to enter and study in Canada.
- Forward applications for students whom Sia Immigration has verified, based on NWCC admission criteria and documentation requirements as outlined below, and who qualify for the necessary permits, authorizations and visas based on the Government of Canada's criteria for student authorization. NWCC maintains complete autonomy regarding admission decisions and no promises either explicit or implicit should be given to the applicant.
- Send to NWCC all applications together with:
 - specified program application requirements (letters of reference, personal statements, etc.);
 - the specified application fee made payable to Northwest Community College;
 - original official transcript(s) of marks;
 - notarized or certified translation(s) of transcript(s); and
 - results of English language assessment testing, e.g. TOEFL score, if required for admission purposes.
- Receive approval from NWCC to undertake any advertising which uses the name of Northwest Community College and to supply an English translation of the text of the advertisement.
- Not use the term 'counselor' or 'admissions advisor', or in any way imply that its agents are NWCC's counselors, admissions advisors, or employees.
- Provide the student with a pre-departure orientation.
- Invoice NWCC with names of students referred.

- Not charge any additional fees to the learner(s) or the University for expenses relating to referrals, travel, or recruitment unless by separate agreement
- Invoice and collect the student referral commission from NWCC based on this agreement.

Northwest Community College agrees to:

- Provide Sia Immigration with NWCC reference materials.
- Allow Sia Immigration to advertise the availability of NWCC programs to international students.
- Pay Sia Immigration a 15% commission fee up to 2 semesters of English Academic Program and 2 semesters of academic program for students referred to and enrolled at NWCC in accordance to international student schedule guidelines:
 - commission fees based on tuition fees net of scholarships;
 - to be paid on receipt of invoice by NWCC after the last day for tuition refunds has passed, as defined in the NWCC's International Tuition and Fees Refund Policy;
 - commissions are paid for each year and not paid in advance;
 - if a student ceases to be an international student as defined by their holding a valid Canadian Student Authorization, then no commission fee shall be payable for the subsequent year; and
 - students who use the services of Sia Immigration must not have their fees deducted from their payment. All tuition and student fees must be made payable directly to NWCC.
- NWCC reserves the right to change program tuition fees at its own discretion

General Provisions:

This agreement is governed by the laws of British Columbia, Canada.

Sia Immigration shall limit its use of trade names or trademarks, advertising logos or other depictions of NWCC as authorized in writing. The business cards of Sia Immigration, and the directors, officers and employees of the Sia Immigration, shall not contain a reference to NWCC or contain the trademarks, trade names or logos of NWCC, or any derivation thereof, except as may be specifically authorized in writing by NWCC from time to time.

It is further understood that no additional fees will be affixed to either party for expenses relating to referrals, travel, or recruitment, unless by separate agreement with NWCC.

Term and Termination:

This agreement is in effect from Dec 4, 2017 to Dec 4, 2020 and may be extended at the agreement of both Northwest Community College and Sia Immigration.

During the period of this agreement, supplementary clauses can be proposed by either party through negotiation and agreed by both parties.

This agreement may be terminated by either party upon written notice of no less than 90 days to the other party. Upon termination, NWCC will be under no further obligation to Sia Immigration except to pay amounts owing for services rendered.

Notwithstanding anything herein to the contrary, NWCC may terminate this agreement at any time in the event that Sia Immigration acts in a manner which NWCC, acting reasonably, determines is not in the best interest of NWCC. Reciprocally, Sia Immigration may terminate this agreement at any time in the event that NWCC acts in a manner which Sia Immigration, acting reasonably, determines is not in the best interest of Sia Immigration.

Signed by

Derek Lemieux

For Northwest Community College

Date: Dec 4, 2017

Signed by

Munish Jashi

For Sia Immigration

Date: Dec 04, 2017