

INTERNATIONAL STUDENT RECRUITER AGREEMENT

THIS AGREEMENT made as of date March 7th, 2018

BETWEEN:

EVERGREEN COLLEGE, a corporation incorporated under the laws of the Province of Alberta, and having its office at 1-3516 26th Street NE, Calgary, AB T1Y 4T7, Canada.
(Hereinafter referred to as "EVERGREEN")

OF THE FIRST PART

-- and --

Sia Immigration Solutions Inc.

a corporation having its head office at

302A-153 Seymour Street, Centennial Building, Kamloops, V2C 2C7, BC, Canada
(Hereinafter referred to as "Recruiter")

OF THE SECOND PART

WHEREAS EVERGREEN is a private career college providing programs and related services;

AND WHEREAS EVERGREEN is desirous of appointing **Sia Immigration Solutions Inc.**

as an authorized international student's recruiter ("Recruiter" hereinafter) on a non-exclusive & non-transferable basis, for the recruitment of international students for EVERGREEN;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

ARTICLE ONE -- DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Application Fee" means the fees in the amount of \$150.00 CAD dollars paid by each student when he or she applies for the admission into EVERGREEN. The amount of the "Application Fee" may vary from time to time in accordance with the EVERGREEN's policy.
- (b) "Registration Fee" means the fees in the amount of \$500.00 CAD dollars paid by each student when he or she applies for the admission into EVERGREEN. The amount of the "Registration Fee" may vary from time to time in accordance with the EVERGREEN's policy.
- (c) "Net Revenues" means the gross revenues received but not including "Application Fee" by EVERGREEN from the recruitment Recruiter / student, less any books, exams, other fees, administration expenses and overheads of each student incurred by EVERGREEN in connection to the recruitment;

ARTICLE TWO -- APPOINTMENT AS RECRUITER AND SOLICITATION OF ORDERS

2.1 Appointment as Non-Exclusive Recruiter. Upon and subject to the terms and conditions hereof,

EVERGREEN hereby appoints

as its non-exclusive & non-transferable basis, authorized Recruiter and grants to the right to solicit the recruitment on behalf of EVERGREEN and in the name of EVERGREEN for the recruitment students for EVERGREEN.

2.2 Appointment of Additional Recruiters. For greater certainty, EVERGREEN may appoint such other non-exclusive Recruiters for the services as it considers appropriate for the effective sale of its services and recruitment of students, acting reasonably; and may solicit admissions and orders from customers located in the areas where the Recruiter is recruiting.

ARTICLE THREE -- PRICE AND TERMS OF SALE

3.1 Use of Approved Recruitment Form. Recruiter shall only solicit and recruit on EVERGREEN's approved Recruitment Form (a copy of which is attached hereto as Schedule "A") and upon execution of the same by any customer shall forward such Form to EVERGREEN for approval and processing.

3.2 Recruitment on Behalf of EVERGREEN. Recruiter shall only solicit recruitment on behalf of EVERGREEN and in EVERGREEN's name which are consistent with EVERGREEN's standard conditions of recruitment. All recruitments solicited by Recruiter shall be subject to the approval of EVERGREEN, such approval not to be unreasonably withheld, and all accepted recruitment shall be invoiced only by EVERGREEN and all payments on account thereof shall be payable and remitted to EVERGREEN.

3.3 Representations Regarding Programs and Services. Recruiter shall make no representations to any customer regarding the programs and services that EVERGREEN provides except those programs and services listed in Schedule "B".

3.4 Right to Change Terms and Conditions. EVERGREEN shall have the right to issue revisions or changes of the services and programs it provides, or otherwise change the terms and conditions governing the recruitment of students from time to time. Any such changes shall become effective at such times as may be determined by EVERGREEN; provided that such changes shall not become effective sooner than twenty (20) days after notice of the same is provided to Recruiter in writing.

ARTICLE FOUR -- RECRUITER'S RESPONSIBILITIES

4.1 Responsibilities of Recruiter. Recruiter agrees that, during the term of this Agreement, it shall:

- (a) In reasonable consultation with EVERGREEN, use its best efforts to establish, develop, augment and maintain a recruitment network to solicit recruitments of students for EVERGREEN;
- (b) Devote its best efforts to the performance of its obligations under this Agreement;
- (c) Make every reasonable effort and use proper means to develop the market potential for recruitment of students for EVERGREEN, provided that in no event shall EVERGREEN be required to expend any monies on advertising or other marketing and sales techniques except as EVERGREEN, in its sole discretion, determines appropriate;
- (d) Not change, increase, decrease and/or discount the College prices without prior written consent from the College in each and every individual case.
- (e) Not charge additional fees for its own services unless such fees are made explicitly known to the Students as fees charged by the Recruiter and not charged on behalf of the College.
- (c) develop, promote and maintain with customers the goodwill and reputation of EVERGREEN; and
- (d) Read and obey the rules and procedures of EVERGREEN including refund policy for international recruiters as well explain it to the prospective EVERGREEN students,

recruitment procedures and others as EVERGREEN may determine from time to time.

- (e) Refrain from indicating he/she or his/her company is the sole representative, or employee of EVERGREEN.
- (f) Refrain from all actions contrary to Canadian Immigration policies as they relate to Study Permits, Visitor Visas, Work permits and Immigration.
- (g) Not engage in any false, misleading or deceptive conduct and understands that any breaches will result in the termination of this agreement.
- (h) Evergreen college's recruiter should not make any types of untrue/misleading statements for the purposes of influencing the student to enrol in the programs offered by Evergreen College. The categories of inappropriate statements include: a false or misleading statement; a statement that guarantees admission to or successful completion of the program; employment after graduation or the right to enter Canada or receive a student visa.

4.2 Confidential Nature of Information. Recruiter agrees that all information, knowledge and data of a confidential nature, trade secrets and secret information, customer lists, publications or any other matter concerning the business or finances of EVERGREEN or any of their dealings, transactions or affairs (all hereinafter called "Confidential Information") which it shall acquire or which may come to its knowledge during the term of this Agreement shall at all times (both during the term of this Agreement and subsequent to the termination thereof) and for all purposes be held by in confidence and agrees that it shall not (both during the term of this Agreement and subsequent to its termination) disclose, divulge, communicate orally, in writing or otherwise to any person or persons any Confidential Information.

ARTICLE FIVE -- EVERGREEN'S RESPONSIBILITIES

5.1 Responsibilities of EVERGREEN. EVERGREEN agrees that, during the term of this Agreement, it shall:

- (a) pay to Recruiter a commission on recruitments of students for EVERGREEN in accordance with the terms of this Agreement;
- (b) not responsible for any costs and expenses be relating to the recruitment of students;
- (c) provide, at its own expense, such program brochures and other literature relative to the Programs and Services of EVERGREEN at such time and in such quantities as may be mutually agreed upon;
- (d) provide with copies of and maintain true and accurate records, on a consistent basis, of all recruitments, invoices pursuant to recruitments done by Recruiter.

ARTICLE SIX – COMMISSIONS, OTHER PAYMENTS, CANCELATION AND REFUND

6.1 Commission Payable. EVERGREEN shall pay to Recruiter a commission in respect of all Recruitments which have been approved, invoiced and actually collected by EVERGREEN pursuant to this Agreement as follows:

20% of the Net Revenues generated by such Recruitments of each student recruited by the Recruiter provided the total number of the students registered with EVERGREEN is more than five (5) on a yearly basis.

6.2 Payment of Commissions.

If payment is made by the student directly to the EVERGREEN, EVERGREEN will forward the

Recruiter's fees upon receipt of payment by the student 30 days after the program start.

6.3 Cancellations and Refunds. Recruiter agrees that, during the term of this Agreement, it shall:

- (a) Be responsible for informing the Student of the EVERGREEN's fee collection & refund policy as outlined in Schedule "C".
- (b) Be responsible for informing the college in writing of cancellations, postponements and withdrawals by the Student.
- (c) Transact and administer all cancellations, postponements and withdrawals and/or issue refunds requested by the Student in accordance with the refund policy as outlined in the college refund policy.
- (d) Not withhold any part of the tuition fees refunded by the college or any part of the commission paid by the college for services that have not been rendered.

ARTICLE SEVEN -- STATUS OF PARTIES

7.1 *Parties Not Recruiters for Each Other.* Nothing herein contained shall constitute either party as Recruiter for the other for any purpose, and neither EVERGREEN nor Recruiter shall have any right to incur liabilities or obligations for or on behalf of the other except as specified herein.

7.2 *No Express or Implied Power or Authority.* Neither party shall represent, nor by its conduct, express or implied, in any way indicate, that it has any right, power or authority not expressly granted hereunder.

7.3 *The EVERGREEN's Name.* The Recruiter is not permitted to use the name of the EVERGREEN or suggest it, or refers to it in any way associated with its work outside of this Agreement. In doing its work, or promoting or selling or distributing or describing its work the Agent is not permitted to claim that the EVERGREEN is associated with or has produced or is in any way responsible for its work.

7.3 *The EVERGREEN's Trademark.* The Recruiter shall not display or otherwise use any trademark or trade name of the EVERGREEN except as is approved by the EVERGREEN in writing. The Recruiter shall not contest the exclusive right of the EVERGREEN to use any such trademark or trade name.

ARTICLE EIGHT -- TERM AND TERMINATION OF AGREEMENT

8.1 *Termination of Agreement.* This Agreement shall continue for a term of twenty four (24) months commencing with the execution of this Agreement by both parties or until earlier terminated by either party as hereinafter provided; provided, however, that at the expiration of the initial or each renewal term, if any, this Agreement shall be renewed, at the sole discretion of EVERGREEN for successive additional periods of twenty four (24) months, unless either party shall have delivered to the other notice in writing of its intention not to renew, at least sixty (60) days prior to the expiration of the current term.

8.2 *Grounds for Termination.* Either party may immediately terminate this Agreement upon notice to the other party to that effect upon the occurrence of any of the following events:

- (a) if the other party is in default in any material respect in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement, and such default continues uncured after ten (10) days' notice from the notifying party to such other party stating the particulars of such default or;
- (b) if such other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any federal, provincial or local law regarding the insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver, trustee or similar officer is appointed for the business or property of such other party, or if any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such other party and not stayed, enjoined or discharged within thirty (30) days;

8.3 Continued Right to Commissions. Notwithstanding the termination of this Agreement for any reason whatsoever, Recruiter shall have the right to be paid commissions for all Recruitments procured by Recruiter to EVERGREEN prior to the effective date of such termination in the manner set out in this Agreement.

8.4 Costs or Damages. No costs or damages shall be payable to or by either party as a result of the termination or non-renewal of this Agreement other than costs and damages arising out of a breach of this Agreement.

ARTICLE NINE -- GENERAL CONTRACT PROVISIONS

9.1 Notices. All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

(a) To EVERGREEN at: 1-3516 26th Street NE Calgary, Alberta, T1Y 4T7. Canada.

(b) To Recruiter at: 302A-153 Seymour Street, Centennial Building, Kamloops,
V2C 2C7, BC, Canada

Or at such other address as may be given by such company to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

9.2 Additional Considerations. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

9.3 Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

9.4 Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

9.5 Waivers. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement entitled to grant the waiver. No failure to exercise and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

9.6 Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

9.7 Enurement. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

9.8 Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to Canadian dollars.

9.9 Headings for Convenience Only. The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

9.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

9.11 Gender. In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

9.12 Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

9.13 Legislation References. Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

9.14 Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

9.15 No Joint Venture or Partnership. Nothing in this Agreement, nor any acts of the Recruiter or the EVERGREEN are or were intended to constitute, nor shall they be deemed to constitute, the Recruiter and the EVERGREEN as partners or joint ventures of the other.

9.16 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

The parties have duly executed this Agreement this date March 7th, 2018

The Terms of this Agreement are hereby agreed by:

Signed for and on behalf of EVERGREEN:

Name: Arshad Mahmood

Designation: Director

Signature: Arshad Mahmood

I, the Agent have read and understood the conditions of the contract and I agree to follow them.

Signed for and on behalf of Recruiter:

Name: Munish Joshi

Designation: Managing Director

Signature: _____

Schedule “A”

Evergreen College
International Student Application



International Student Application Form

(Calgary Campus)

Personal Information

Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (Day / Month / Year):	/ /
Last (Family) Name:		First (Given) Name:	
Full Name in Mother Language:		Country of Residence:	
Nationality:		Passport Number (if applicable):	

Permanent Address In Home Country

Street Name and Apartment Number (if applicable):					
City:		Province / State & Country:		Postal Code:	
Home Phone Number:		Fax Number:		Email:	

Mailing Address If Different From Above

Street Name and Apartment Number (if applicable):					
City:		Province / State & Country:		Postal Code:	
Home Phone Number:		Fax Number:		Email:	

Emergency Contact

Last (Family) Name:		First (Given) Name:	
Relationship to You:		Language Spoken:	
Street Name and Apartment Number (if applicable):			
City:		Province / State & Country:	
Home Phone Number:		Alternative Phone Number:	
		Email:	

How Did You Know About Evergreen College?

<input type="checkbox"/> Agent	<input type="checkbox"/> Our Website	<input type="checkbox"/> Internet	<input type="checkbox"/> Newspaper / Magazine	<input type="checkbox"/> Relative / Friend
If from an Agent, please specify the name:			Other:	

Program Selection		
Program Priority	Program Title	Start Date (Day/Month/Year)
1 st Choice		
2 nd Choice		
3 rd Choice		

<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>QUESTIONS?</p> <p>Write, call, fax or email to us.</p> <p><u>By Regular Mail</u></p> <p>Evergreen College 1-3516 26 Street NE, Calgary, Alberta T1Y 4T7 Canada</p> <p><u>By Phone / Fax / Email</u> Tel.: 1 (403)-457-6400</p> </div>	
Do you need Airport Pick-Up?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you enclose the required funds? Cdn \$150.00 Application Fee (non refundable) Cdn \$ 50.00 Airport Pick-Up (optional)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Did you enclose the required documents? Translated and notarized transcripts from highest level of education Wondelic, TOEFL or IELTS test report (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

Payment Information

Payment can be made by Bank Draft, Certified Cheque, Credit Card, (Visa, Master Card, American Express) or Bank Transfer.

By Credit Card

Credit Card Information:	<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	<input type="checkbox"/> American Express
Card Number:		Expiration Date (MM/YY):	/
Cardholder's Name (as it appears in your card):		CVC:	
Signature:			

Bank Transfer Information

Beneficiary Bank: TD Canada Trust **Bank Account No.:** 5013165 **Bank No.:** 004
Transit No.: 8088 **Swift Code:** TDOMCATTOR **Routing No:** (from US only): 026009593
Bank Address: 252-Aspen Glen Landing SW, Calgary, Alberta, T3H 0N5 , Canada
Tel: 1.403.292.2808 **Fax:** 1.403.292.2805

DECLARATION

I certify that the above information is true and complete. I understand that any false or incomplete information submitted in support of my application may invalidate my application and result in the withdrawal by Evergreen College of an offered seat at any time during my enrolment.

Applicant's Name:

Applicant's Signature: _____ **Date:**

Calgary Campus

1-3516 26 Street NE, Calgary, Alberta T1Y 4T7 Canada
Tel: 1.403.457.6400 Fax: 1.403.457.6410

Brampton | Calgary | Markham | Mississauga | Toronto | Scarborough

Schedule “B”

Evergreen College
Programs & Tuition Fees



International student Fees 2018-2019

Calgary Campus



Applied Environmental Technology	1300 hrs. / 65 wks.	\$19,500	\$21,050
Business Administration in International Trading	1300 hrs. / 65 wks.	\$19,500	\$20,950
Community Service Worker	1100 hrs. / 55 wks.	\$15,990	\$16,790
Computer system & Network Specialist	840 hrs. / 42 wks.	\$14,550	\$15,300
Cyber Security & Cloud Computing	1820 hrs. / 91 wks.	\$23,490	\$24,990
Education Assistant	760 hrs. / 33 wks.	\$12,990	\$13,940
Health Care Aid	485 hrs. / 22 wks.	\$7,975	\$8,675
Hospitality Management	1640 hrs. / 82 wks.	\$18,990	\$20,990
Pharmacy Assistant	1075 hrs. / 43 wks.	\$14,190	\$15,150
Process Piping drafting	840 hrs. / 42 wks.	\$22,750	\$24,050

Unit clerk & Medical office administration	780 hrs. / 34 wks.	\$9,990	\$10,840
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Total cost may change without notice due to extra cost such as book, and other supplies related to the program.

Fee Collection: A private career college is only allowed to charge or collect fees for a program in Canadian Dollars.

Calgary Campus: 1-3516 26th Street NE, Calgary, AB, T1Y 4T7.

Telephone: 1.403.457.6400 **Fax:** 1. 403.457.6410

www.evergreencollege.ca

Schedule “C”

Evergreen College
Tuition Fees Refund policy
For
International recruiters



TUITION FEES REFUND POLICY
For International Recruiters

Refund of Fees

Only the tuition fees and the optional fees are covered by the refund Policy. Students must return any goods they received under a contract in the same state they were in when supplied to them within 10 days of withdrawing in order to get credit for Evergreen. All refunds must be in Canadian dollars.

Cooling Off Period

Notwithstanding anything in this Regulation, if a student terminates a student contract on or before the 4th business day after signing the contract, they are entitled for a refund of all tuition fees paid by or on behalf of the student.

Full Refund

If Evergreen College's recruiter makes certain types of untrue statements for the purposes of influencing the student to enroll in the program and the statements constitute a fundamental breach of the contract.

The categories of inappropriate statements include: a false or misleading statement, a statement that guarantees admission to or successful completion of the program, employment after graduation or the right to enter Canada or receive a student visa.

Refund and retention of fee before training begins

- (1) if a student terminates a student contract before the vocational training begins, the Evergreen is entitled to retain any registration fee that has been paid, regardless of who paid it.
- (2) Evergreen shall refund any registration fee that have been paid if
 - (a) Evergreen terminates a student contract before the vocational training begins, or
 - (b) subject to section (1), the vocational training does not begin on the commencement date set out in the student contract.
- (3) Evergreen shall refund any tuition fee that it has accepted pursuant to section 14(2.1) if the student contract is terminated before the vocational training begins.

Refund of tuition - after training begins

- (1) If a student contract is terminated after the vocational training begins, Evergreen College is entitled to the following amounts of the tuition fees:
 - (a) When 10% or less of the vocational training has been provided, 25% of the tuition fees;
 - (b) When more than 10% but 50% or less of the vocational training has been provided, 60% of the tuition fees;

- (c) When more than 50% of the vocational training has been provided, 100% of the tuition fees.
- (2) If Evergreen College has received a tuition fees in excess of the amount that Evergreen is entitled to under section (1), Evergreen will refund the excess amount.
- (3) For the purpose of this section, vocational training provided by correspondence is provided as lessons are supplied, marked and returned to the student.

Abandoning provision of vocational training

- (1) A licensee abandons the provision of vocational training under its licence if the licensee stops providing the vocational training before it is complete and
 - (a) there are student contracts for the vocational training that have not been terminated, or
 - (b) all student contracts for the vocational training have been terminated but one or more of the contracts were, in the Director's opinion, terminated by the licensee so that the licensee would not be required to provide the vocational training.
- (2) Notwithstanding sections 16 and 17, if a licensee abandons the provision of vocational training under its licence,
 - (a) subject to subsection (5), the licensee must refund all tuition fees that have been paid in respect of the vocational training, and
 - (b) Section 11 applies if the licensee is unable or refuses to make the refund.
- (3) A licensee is deemed to have abandoned the provision of vocational training by correspondence if lessons cease to be supplied, marked and returned to the student.
- (4) A licensee is not considered to have abandoned the provision of vocational training if the Director is of the opinion that the licensee is providing a means to enable a student to complete the vocational training without any disadvantage.
- (5) This section does not require the refund of tuition fees in respect of a student whose student contract is terminated:
 - (a) by the student before the licensee abandons the provision of vocational training, or
 - (b) by the licensee before the licensee abandons the provision of vocational training where the termination was made because the student was expelled or for non - payment of fees.

Payment of refunds

- (1) Subject to subsection (2), a refund of a student's tuition fees or incidental fees must be paid:
 - (a) to the student, or
 - (b) in the case of a student who has an outstanding student loan in respect of the vocational training for which the refund is being provided, to the lender that made the student loan.

(2) If a licensee received payment of a student's tuition fees from a government, agency or person other than the student, any refund of those tuition fees must be paid to the government, agency or other person.

(2.1) A refund under section 16(2)(a) must be paid to the third party referred to in section 14(2.1) to the extent that that party paid the tuition fees.

(3) If a licensee is required to refund a tuition fees or incidental fees, the refund must be paid not later than the earlier of the following:

(a) 30 days from the day the student contract is terminated;

(b) the time period specified in an order of the Director.

(4) Where a licensee is required by or under Act or this Regulation to refund any tuition fee, the Director may in writing order a refund by the licensee of any incidental fee within the time specified in the order.

Important Notes

- Evergreen colleges will issue fee refunds: Within 30 days of students giving a written notice of cancellation or withdrawal or 30 days of students receiving a written notice of expulsion from the college. If students do not meet the admission requirements at the time the program begins, the college will issue students a refund of fees within 30 days of the start of the program. If student do not attend the first 5 days of classes, the college can cancel the contract and will issue a refund within 30 days of the start of the program.
- Except in the cases where students do not meet the Admission requirements or Evergreen College cancels a contract; students must deliver a written notice of cancellation or withdrawal to Evergreen College. Notices should be delivered personally to the college, sent by courier or registered mail, or faxed or emailed to the appropriate official at the college. Notices are considered to be received by the college on the third day after the day of mailing. In the case of international students who are unable to obtain a student visa to enter Canada, delivery of a notice to a private career college that they have not received a student visa constitutes delivery of a notice of withdrawal or cancellation.
- The same refund policy applies when students withdraw from a program or are expelled from Evergreen College in accordance with the Evergreen College's expulsion policy.