

## SERVICE AGREEMENT- Contract # 2019-01-05

**BETWEEN THE CUSTOMER: MONTREAL TECHNICAL COLLEGE INC**

**AND**

**THE SERVICE PROVIDER / AGENT : SIA IMMIGRATION**

This contract with the agent is established on January 5<sup>th</sup> 2019, between the COLLÈGE TECHNIQUE DE MONTRÉAL INC. (MTC) located at 8855 Mountain Sights, Suite 150, Montreal, Quebec, H4P 2B5, Canada, and the agent SIA IMMIGRATION (represented by Manpreet Joshi), located at #301, 246, 2nd Avenue Kamloops, V2C2C9, British Columbia, Canada

WHEREAS the MTC and the AGENT wish to enter into an agreement in writing that contains the agreed terms under which the AGENT will provide its services to MONTREAL TECHNICAL COLLEGE INC. in their mutual interest;

IN CONSIDERATION of the reciprocal commitments of this contract, the parties agree as follows:

### **1. Expectations**

The AGENT hereby agrees to register students and induce them to undertake training at the TECHNICAL COLLEGE OF MONTRÉAL INC. for the Fall, winter and summer semester.

Please note that MTC has an exclusive recruiting agreement with another agency for students from India, therefore SIA IMMIGRATION can enroll students at MTC from all around the world, except international students holding an Indian Passport.

### **2. Duration**

This contract shall enter into force on the day indicated above and shall continue 12 months from the date hereof unless either party terminates it in accordance with the terms of this contract.

There will be a probationary period of six months during which either party may terminate the contract.

### **3. Responsibilities and obligations of the agent**

The AGENT is responsible for providing the following services:

**3.1** Provide the Collège Technique de Montréal Inc. with the complete admission file of the student:

- Birth Certificate or Affidavit (Translated in French or English)
- Transcripts (Translated in French or English)
- Diploma (s) (Translated in French or English)
- Admission form
- IELTS Test report form or any language proficiency report

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**3.2** Provide the Collège Technique de Montréal Inc. with the complete student documents relating to his residency status in Québec at his arrival in Montreal (CAQ and Study Permit for international student, CSQ and card for permanent resident; citizenship card or certificate for naturalized Canadian)

**3.3** Process to the payment of admission and registration fees

- Architectural Techniques program:
  - o Admission fee: 50 CAN \$
  - o Registration fee: 250 CAN \$
- Secondary Language program:
  - o Admission fee: 50 CAN \$
  - o Registration fee: 115 CAN \$
- Combined Architectural Techniques program and Secondary Language program:
  - o Admission fee: 50 CAN \$
  - o Registration fee: 250 CAN \$

**3.4** Ensure that all the measures at his disposal have been put in place so that the student attends the college and starts his training as stipulated in the composition of the admission file, in the eligibility and acceptance letters by the agent and the client.

**3.5** Ensure that the students attending the training will have sufficient funds to process their tuition and equipment fees.

#### **4. Responsibilities and obligations of MONTREAL TECHNICAL COLLEGE INC.**

The MONTREAL TECHNICAL COLLEGE INC. is responsible for providing the following services

**4.1** Provide the agent with a letter of eligibility in the name of the student when the agent has provided a complete admission record of the client.

**4.2** Provide the agent with a letter of acceptance on behalf of the student when the agent has paid the admission and registration fees of the client, and has provided a complete registration record for the residency status of the student in Quebec and / or has paid the tuition fees (and equipment charges if applicable) of at least one (1) semester of the student at Collège Technique de Montréal Inc.

**4.3** Provide receipt(s) to the agent when the admission/registration, tuition and equipment fees has been received from the agent or the student.

#### **5. Program fees**

##### **5.1 Admission and registration fees**

- Architectural Techniques program:
  - o Admission fee: 50 CAN \$
  - o Registration fee: 250 CAN \$
- Secondary Language program:
  - o Admission fee: 50 CAN \$
  - o Registration fee: 115 CAN \$
- Combined Architectural Techniques program and Secondary Language program:

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- Admission fee: 50 CAN \$
- Registration fee: 250 CAN \$

## 5.2 Tuition fees

- Architectural Techniques program tuition fees (16 months): 23 000\$

## 5.3 Equipment fees

- Architectural Techniques program equipment fees (16 months): 800\$

**5.4 Total program fees Tuition and equipment fees without admission and registration fees) : 23 800\$**

## 6. Medical insurance

Montreal Technical Collège provides medical insurance for the students:

- 1500 \$ for 18 months.

If the students take the medical insurance with MTC, it will be notified on the acceptance letter. Please note that if the students of The Agent don't take the medical insurance with MTC, it will not be notified on the acceptance letter and each student will have to give MTC the proof of medical insurance at their arrival in Montreal.

## 7. Class Schedule

- Architectural Techniques program (16 months): Monday to Friday\*

\* One course, Health and safety on construction site, might be given on Saturday

## 8. Admission letters: Eligibility and acceptance letters

### 8.1 Eligibility letter (pre-admission letter)

Montreal Technical College will provide to the agent a letter of eligibility in the name of the student when 1) the agent has provided a complete admission record of the student and 2) the agent has provided an admission and registration fee guarantee certificate.

### 8.2 Acceptance letter (admission letter)

For the architectural techniques program

Montreal Technical College will provide to the agent a letter of acceptance in the name of the student when agent has provided

- a bank transfer of fund of \$7000 to MTC, which includes Admission fees \$300 + Tuition fees to MTC \$ 5000+ \$1500 as Medical Insurance for students for 18 months + \$200 equipment fees. An invoice indicating the amount due at each session will be send in addition to the acceptance letter, separately. The agent commission will be included as tuition fees on the invoice.

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## 9. Remuneration and expenses

The agent will be paid a certain amount per student and the fees will be paid according to the following method of payment: Bank transfert, E-transfert or check.

According to the following agreement, the agent will receive

- *Architectural techniques program*
  - o *Par intake/semester ( Fall, Winter, Summer) :*
    - 1 to 4 students per intake/semester: 2 100\$
    - 5 to 9 students per intake/semester: 2 500\$
    - 10 students or more per intake/semester: 3 000\$
- *Secondary language programs: French, English, Spanish*
  - o *Per year - for at least 4 months of training-*
    - 1 to 4 students per intake/semester: 10% of tuition fee
    - 5 à 9 étudiants par année : 15% of tuition fee
    - 10 à 20 étudiants par année : 20% of tuition fee
    - 21 étudiants ou plus par année : 25% of tuition fee
- *Secondary language programs: French, English, Spanish*
  - o *Per year - for less than 4 months of training-*
    - 1 to 4 students per intake/semester: 5% of tuition fee
    - 5 à 9 étudiants par année : 7% of tuition fee
    - 10 à 20 étudiants par année : 10% of tuition fee
    - 21 étudiants ou plus par année : 12% of tuition fee

Montreal Technical College will clear invoices provided by agent upon receiving in maximum of 4 weeks. The cancellation deadline of the program by a student without charge being the first three weeks of the beginning of the courses inclusively (*chapitre E-9.1 Loi sur l'enseignement privé*), the agent understands that these invoices can be presented only as of the 4th week of the beginning of the program by the college.

The terms of the contract will be discussed and renegotiate in October 2019 or at the end of the contract on January 05<sup>th</sup> 2020.

## 10. Confidentiality

The Agent agrees that it will not disclose to any person any confidential information relating to the business or activities of MTC., Including, but not limited to, the client's property and client documents, unless is necessary to provide the services as an agent in accordance with this contract.

The Agent must serve faithfully and do its best to promote the interests of Montreal Technical College Inc. and shall not use any information whatsoever obtained on the business or activities of Montreal Technical College Inc. for personal purposes or for any purpose other than that of Montreal Technical College Inc. These confidentiality obligations continue to apply after the expiry of the contract or after a person has terminated the contract.

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## 11. End of contract

**11.1** Either party may terminate this contract with reasons, by providing written notice to the other party.

*For the purposes of paragraph 11.1, "reason" means, but is not limited to:*

*a. that one of the parties has not fulfilled its functions in accordance with that contract in accordance with the expectations of the other party; or b. that either party has violated one of the clauses of this contract.*

**11.2** The Montreal Technical College Inc. shall terminate the contract by notifying the agent if he or she has reasonable grounds to believe that the agent has committed fraud or default in circumstances that would render the agent unfit to perform his duties in accordance with that contract.

iii. If either party terminates this agreement, the parties hereto agree that for services already rendered, the agent will receive all amounts due on the date of termination of the contract.

iv. If the contract expires or either party terminates this contract, the agent agrees to deliver to the Montreal Technical College Inc. all property and any documents or confidential information belonging to the Montreal Technical College Inc., including, without limitation, all client documents and / or property of the client.

## 12. Conflict of Interest

**12.1** Where a party to this Agreement acknowledges a conflict of interest between the Agent and a student or between Montreal Technical College Inc. and the Agent or a student, the Party shall notify the other party to the Conflict of Interest and the Parties agree on the appropriate remedial action. In the case of a conflict of interest between The Agent and Montreal Technical College Inc., both Parties must agree on the appropriate remedial action; if it is impossible for Montreal Technical College and agent to agree on the action to be taken, either party to the present agreement may terminate the contract.

## 13. Promotional and advertising activities

In accordance with the Code of Business Conduct, the AGENT agrees that he will not participate in any false or misleading advertising, misrepresent the client or mislead the customer as to the qualifications of the MONTREAL TECHNICAL COLLEGE INC., and will not create false or unrealistic expectations about the eventual results or the length of service.

## 14. Customer Documents and Client Property

AGENT undertakes to provide Montreal Technical College Inc. all documents of the client and / or property of the client in its possession at the time of their receipt or their constitution so that the Montreal Technical College Inc. can comply with the Regulation governing the management of student records, both administratively and pedagogically.

The client's documents and / or client's goods will be handed over to Montreal Technical College Inc.

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### 15. Expected or unexpected absence

The AGENT must be able to be reached at any time by Collège Technique de Montréal Inc. (by e-mail and / or telephone), in the case of an anticipated or unexpected absence of the practice (including absence on Canadian territory) the contact information of the authorized representative (s) or trusted person, as the case may be, who will take back client files after having been authorized by the client through the form of discharge are the following:

Name :

Phone:

Email:

Relationship to the agent :

### 16. Non-Competition Clause

During the term of this contract and during 24 months after contract is terminated or expired, the The Agent will NOT compete directly or indirectly with the Montreal Technical College Inc., in respect of the sale or promotion of services identical or similar to those of Montreal Technical College Inc (Architecture).

### 17. Contract Law

This Agreement shall be governed by the laws of the Province / Territory and the federal laws of Canada applicable therein, and any disputes regarding the terms of this Agreement shall be settled by a competent court of the Province / Territory Québec.

### 18. Self-employed Contractor

It is understood by the parties hereto that the Montreal Technical College Inc. retains the services of the AGENT as an independent contractor and not as an employee of Montreal Technical College Inc.

### 19. No assignment

The AGENT's rights and duties under this contract may not be transferred to any other person without the prior written consent of MONTREAL TECHNICAL COLLEGE INC. Any transfer without approval can be canceled by the Montreal Technical College Inc.

### 20. Indemnity

The AGENT shall indemnify, defend and hold harmless the MTC. any claims, losses, costs, suits, damages, liabilities, expenses or proceedings relating to bodily injury, damage or loss of property of any person or any allegation arising out of any act or omission of the AGENT. In no event shall the AGENT be liable for any negligence for which the MTC. is fully responsible.

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## 21. Miscellaneous

- i. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous contracts, agreements, warranties, representations, negotiations and discussions, oral or written, of the parties except for which is specifically stated herein.
- ii. This agreement is binding on the parties hereto, and their respective successors, heirs, administrators, successors and assigns.
- iii. This Agreement may only be amended if the changes are made in writing and signed by the parties hereto.
- iv. The provisions of this contract are considered separable. If a provision of this contract is considered to be unenforceable by a court of competent jurisdiction, the provision shall be deleted from that contract and the remaining provisions shall remain in force.
- v. The titles used in this contract are intended solely for the convenience of the reader and should not be interpreted as additions or limitations to the commitments and agreements contained in this contract.
- vi. Each party hereby makes, grants, gives, signs or causes to be made, executed, given or executed all other things, insurances and all acts, deeds and documents deemed necessary or reasonably required for the intention, under this contract are fully and effectively applied.
- vii. The AGENT agrees that he has had sufficient time to review this contract and has been given the opportunity to obtain independent legal advice prior to the execution and delivery of this contract. If the agent has not requested independent legal advice before the signature and delivery of this contract, he has done so on his own initiative without undue pressure and agrees that failure to obtain an opinion can not be used as a defense to enforce the obligations created in this contract.

## 22. Contact Information

*Agent/Name : Manpreet Joshi*

*Company Name: SIA IMMIGRATION*

*Company web site: [www.siaimmigration.com](http://www.siaimmigration.com)*

*Business address: 246, 2nd Avenue #301, Kamloops, V2C2C9, British Columbia, Canada*

*Phone number: 1-778-257-5508 or +1-778-257-5709*

*Email: [mkj@siaimmigration.com](mailto:mkj@siaimmigration.com)*

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### 23. Notice

All notices, requests, and other communications (collectively, "Notice") that are required or permitted to be given by a party to another or to another person must be given in writing postage prepaid or scan, or other means of electronic transmission or documented communication to the other party or to another address given by the person in question to the other party hereto, in writing, if necessary. All such notices will be considered upon delivery or transmission or 48 hours after the date of mailing if posted.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date hereof at the beginning of this Agreement.

\_\_\_\_\_  
Date

*Signature of Collège Technique de Montréal Inc.*

\_\_\_\_\_  
Date

*Signature of The Agent*

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