



International

Consent for Authorized Agent Representative: MSM Agents

Agent ID Number:	000351889
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BETWEEN:

RED DEER COLLEGE

-and-

SIA IMMIGRATION SOLUTIONS INC.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. RDC will accept international student referrals for consideration for admission from the Agent throughout the term of this agreement. RDC agrees to work with the Agent and its staff in marketing RDC's programs and student services on a non-exclusive basis. The agreement includes the following regions unless otherwise directed by RDC: (1) Bangladesh, (2) Ghana, (3) India, (4) Kenya, (5) Nigeria, (6) Rwanda, (7) Sri Lanka.
2. The term of this agreement shall commence June 1, 2020 and shall end on June 30, 2021. During the term, either party may terminate this agreement upon providing 30 days prior written notice to the other party.
3. Agent will actively promote and market RDC to prospective international students who meet the registration requirements of RDC (the "Applicant") in a manner that fairly represents RDC. The prospective students must have or will have a valid study permit at the commencement of the program that is applied for at RDC.
4. The Agent will pre-clear Applicant applications (the "Applications") based on RDC's admission criteria and will submit only those Applications that the Agent has determined will likely qualify for the necessary permits and visas to enter Canada.
5. The Agent will assist Applicants in completing their Applications and study permit applications (if required), as well as any other permits to enter Canada. The Applications will be sent to RDC for admission and the non-refundable application fee will be paid at the time the application is submitted to RDC. If admission is granted, the applicant is responsible for paying other associated fees as published on the RDC website including tuition deposit, tuition fees, ancillary fees and other such fees as published on the RDC website prior to the associated deadlines.
6. If the Agent charges an administrative or service fee to Applicants to assist with Applications, the Agent must advise RDC of such fees in advance of charging the Applicants.
7. The Agent will not promise any RDC tuition discounts to Applicants.
8. After RDC's published academic calendar add/drop deadline cut-off date for the Applicant, the Agent will be paid a commission ("Agent Commission") as outlined in Schedule "A" based on the percentages of Tuition Fees received by RDC for Applicants enrolled in RDC programs. Payments

will be made in accordance with the procedures attached to this Agreement as Schedule "A", which are subject to change in RDC's sole discretion.

9. If the Agent is acting as a wholesaler, they must provide RDC with a list of sub-agents ("Sub-Agent") to avoid RDC's direct contract with Sub-Agents. Agent will be responsible for the acts and omissions of its Sub-Agents. Agent will ensure that its subcontract agreement with the Sub-Agents will automatically terminate upon the expiry or earlier of this agreement. In no case will RDC pay Agent Commission to more than one Agent for the same student. RDC will only pay an Agent Commission to those agents whom we have a valid Agent Agreement with.
10. Agent shall indemnify shall indemnify, defend, and save harmless RDC, its employees, servants and authorized agents from all claims, demands, penalties, losses, costs, damages, actions, fines, suits, proceedings, orders, or settlements of every nature and kind, arising out of or alleged to have arisen out of breach or non-performance of this Agreement by Agent or anyone for whom the Agent is responsible under this Agreement or in law, or, any faulty or negligent acts or failures to act of Agent or anyone else for whom Agent is responsible under this Agreement or in law, or made, sustained, or incurred in connection with or arising directly or indirectly out of the performance of the services by Agent or anyone for whom Agent is responsible under this Agreement or in law.
11. Neither of the parties will be liable for, and are excused from any failure to deliver or perform or for delays in delivery or performance due to the causes beyond their reasonable control, including, but not limited to governmental actions, labour difficulties, fire, civil disturbances or natural disaster.
12. The parties expressly acknowledge and agree that they are independent contractors and no agency, partnership, or employment relationship is intended or created by this Agreement. No party will have the authority to act on behalf of the other party or to commit the other party to any obligation, contract or license or in any other manner or cause whatsoever or to use any other party's name in any way not specifically authorized by this Agreement.
13. If any provision of this Agreement should be found to be invalid, illegal, or otherwise unenforceable, the remaining portion of this Agreement shall remain in full force and effect.
14. This Agreement constitutes the sole and entire Agreement between the Agent and RDC pertaining to the subject matter, and supersedes all prior Agreements, understandings, negotiations, representations and discussions, whether written or oral, and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Agent and RDC.
15. This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the Province of Alberta; each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.
16. The Agent and RDC acknowledge and agree that FOIP (*Freedom of Information and Protection of Privacy Act of Alberta*, R.S.A. 2000, C. F-25, as amended) applies to and governs all records and may require the disclosure of such records to third parties.
17. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition to being delivered, or sent by mail or courier, counterparts may be

transmitted by electronic mail or by fax and the parties adopt any signatures received by electronic mail or by fax as original signatures of the parties provided.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives, to be effective the day and year identified above.

Address for Notices (RDC)

Red Deer College
100 College Blvd, Box 5005
Red Deer, AB T4N 5H5
Attention: Risk Services
E: riskservices@rdc.ab.ca

RED DEER COLLEGE:



Authorized Signatory:

Shelby Pomeranz,
Director, International Education

Name & Title:

May 28, 2020
Date:

Address for Notices (SIA IMMIGRATION
SOLUTIONS INC.)

SIA IMMIGRATION SOLUTIONS INC.
122 8028 128 ST
Surrey, BC V3W 4E9
Attention: Manpreet Joshi
E: apps@siaimmigration.com

SIA IMMIGRATION SOLUTIONS INC.:

DocuSigned by:



8042A0F41D85467...

Authorized Signatory:

Manpreet Joshi, Director
Name & Title:

5/29/2020

Date:

Schedule "A"

Payment Terms and Definitions

Agent Commission Rate	
Year One – Term 1	15%
Year One – Term 2	15%

1. Agent Commission is payable on Tuition Fees only. Commission is deemed payable only after the Applicant has met the following conditions:
 - a) Been accepted to the RDC program;
 - b) Paid in full, all tuition and applicable fees levied for the current contracted academic year.

2. It is the Agent's responsibility to submit an **RDC Student + Agent Recruitment Confirmation Report** to supportseasia@rdc.ab.ca by the add/drop date for each term. This form is available on the Agents section of rdc.ab.ca/international or can be requested via email from supportseasia@rdc.ab.ca. The Student + Agent Recruitment Confirmation Report declares which students the Agent has recruited to RDC and is subject to the reconciliation with RDC's records.

3. Commission payment will be paid as follows:
 - a. Cheque - if issued by cheque, the cheque will be mailed to an address specified in this Agreement.
 - b. Bank Wire - a form supplied by RDC will need to be completed by the Agent.
 - c. EFT (or direct deposit to bank account) is only possible if the Agent has a bank account in Canada. Direct Deposit Vendor Information form will be supplied by RDC.

4. Commission will be paid within 30 business days from the last day to Add/Drop date for each term.

Definitions

1. **Application Fees:** Non-refundable application processing fee charged to a prospective student.
2. **Tuition Fees:** Fees associated with the instructional costs of a student's program and assessed by program on a per credit basis.
3. **Ancillary Fees:** Fees charged for non-instructional costs that may include, but are not limited to student union fees and other fees charged to all students.