

## **International Recruitment Agent Agreement**

Between

### **Sault College**

443 Northern Avenue  
Sault Ste. Marie, ON, CANADA P6B 4J3

And

### **SIA Immigration**

Munish Joshi  
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Surrey, BC, CANADA V3W 4E9  
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**Agreement Period: 1<sup>st</sup> April.2020 to 31<sup>st</sup> March.2022**

Sault College (hereafter referred to as “the College”) and **SIA IMMIGRATION** (hereafter referred to as “the Agent”) agree to co-operate in this agreement for the purpose of facilitating the registration of qualified, international students into an academic program of study at Sault College.

The following components comprise this agreement and may be subject to review as mutually determined by the parties:

#### **A. *Recruiting Region***

1. The Region applicable to this Agreement is **INDIA** and the students recruited by the Agent pursuant to this agreement shall have passports, addresses and citizenship from this region and territory.

#### **B. *Services Provided by Agent***

1. The Agent shall facilitate the registration of qualified, international students into academic programs of study at the College (the “Services”). The Agent’s commitment to provide the Services shall include:
  - a) actively promoting the College and its programs to prospective students through print and online media, at recruitment events, in meetings with prospective students and otherwise;
  - b) providing accurate materials and information about the College and its programs to prospective students;

- c) providing accurate information about the process of applying to the College and its programs to prospective students;
  - d) endeavouring to meet recruitment targets set by the College; and
  - e) endeavouring to visit the College at least once every two years to ensure accurate promotion and student satisfaction.
- 2. The Agent shall ensure that applications from prospective students are submitted through its account on the International Application System (OCAS International) Agent Portal or, if not, are clearly marked in a manner that identifies the Agent as recruiter.
- 3. The Agent shall not:
  - a) provide Services in respect of or targeted at prospective students other than international students who are eligible to study in Canada;
  - b) provide Services in respect of targeted at prospective students identified in writing by the College as prospective students who should not be approached or targeted;
  - c) use any print or electronic publications for the that it develops for the purpose of undertaking the Services without the College's prior and advance written approval;
  - d) use the Sault College name or logo in any publications it develops for the purpose of undertaking the Services without the College's prior approval;
  - e) make any representations to prospective students relating to the probability of being granted a student VISA unless authorized to provide Canadian immigration advice per Section 91(2) of the Immigration & Refugee Protection Act (IRPA);
  - f) make any representations to prospective students relating to the probability of finding employment following the completion of any College program; and
  - g) unless given prior written authorization by the College, make any representations to prospective students relating to the probability of obtaining financial aid or scholarships.

**C. College Support to Agent**

- 1. The College shall provide reasonable support to the Agent with a view to helping the Agent succeed in delivering the Services. This support shall include:
  - a) providing a timely response to any requests by the Agent for approvals contemplated by this agreement;
  - b) endeavouring to participate in presentations at student information sessions organized by the Agent to promote the College and its programs;

- c) providing the Agent with current information and materials about the College and its programs, ordinarily without special charges of fees;
- d) endeavouring to participate in at least one face-to-face meeting per year.

**D. Acknowledgements**

- 1. The Agent acknowledges and understands that all incoming applications are subject to evaluation in accordance with Sault College admission procedures. Academic requirements are outlined in Sault College's online academic calendar ([www.saultcollege.ca/programs](http://www.saultcollege.ca/programs)) and are updated regularly.

**E. Commission**

- 1. The College shall pay a commission to the Agent for each full-time international student who enrolls in a College program that is at least two semesters in duration,
- 2. who has paid tuition and all program fees in full, and who identifies the Agent as his or her principal recruiter (a "Qualifying Student").
- 3. The College shall pay the Agent a flat rate commission of % of the published annual (two semester) international student tuition (excluding ancillary fees) for each student recruited from the Region for the student's first two semesters of study. The commission will be paid for each full-time student who arrives and stays at the College to study as a result of direct information and effort provided by the Agent.

SLAB	COMMISSION	Number of Student(s)
Platinum	17%	25 and above
Gold	16%	10-24
Silver	15%	1-9

- 4. The commission rates are the total amounts and include any applicable taxes. Payment will only be made to the Agent after the College receives the full tuition payment from the student and the Agent submits an invoice to the College. The commission invoice shall detail the student's name, the student's ID number, the applicable commission rate, the applicable tuition fees for the student's Program, and the total amount due as commission for the student in their first or second semester of study.
- 5. To obtain full commission the student must remain active as a full-time student at the College for the first two semesters of study. Payment of 50% of the commission payable may be invoiced for by the Agent ten days after the official start of each semester. No commission shall be payable in respect of Qualifying Students who do not remain enrolled past the 10<sup>th</sup> school day after the official start of the first two semesters. Payment of commissions payable will be within 30 days of receipt of the Agent's commission invoice.

6. The Agent will not be eligible to charge the College for any expenses incurred in the recruitment of international students, unless a separate and prior agreement has been made between the College and the Agent.
7. The Agent will receive \$100 bonus in semester 1 and 2 for Qualifying Students with IELTS scores containing 6.5 in all bands.

**F. Relationship**

1. The Agent is engaged by the College only for the purposes and to the extent set forth in the Agreement. The Agent shall comply with all applicable laws in providing the Services and shall supervise and direct its employees and other resources (over whom it shall have complete control) to meet this obligation.
2. This agreement is non-exclusive. The College may, in its sole discretion, may appoint other representatives to perform similar services in any country or location. The Agent is not authorized to utilize subagents or assign the terms of this agreement to others without the express written permission of the College.

**G. Indemnification**

1. The Agent hereby agrees to indemnify and save harmless the College, its governors, directors, officers, employees, agents and servants from and against any and all claims actions, liabilities, losses, damages, demands, costs and expenses of every nature and kind that the College may incur at any time arising from the Agent's failure to perform its obligations under this agreement and subsequent Agreements and/or the negligent performance of its obligations under this Agreement or subsequent Agreements.
2. The College hereby agrees to indemnify and save harmless the Agent, its governors, directors, officers, employees, agents and servants from and against any and all claims, actions, liabilities, losses, damages, demands, costs and expenses of every nature and kind that the Agent may incur at any time arising from the College's failure to perform its obligations under this Agreement and subsequent Agreements and/or the negligent performance of its obligations under this Agreement or subsequent Agreements.

**H. Term and Termination**

1. The period of the Agreement is from **1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2022**. The Agreement replaces any prior agreements with the Agent and may be renewed if jointly agreed to be the Agent and the College. The Agreement may be terminated at any time upon 60 days written notice by either party to the other.
2. In the case of termination, both parties will collaborate to ensure student applicants and participants in transition are appropriately supported and accommodated.

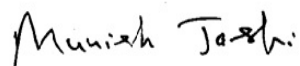


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**Richard W. Peters, CPA, CBV**  
**VP – Strategic International Development**  
**Sault College**

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May 25, 2020  
Dated



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**Munish Joshi**  
**MD- Sia Immigration**

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May 26, 2020  
Dated