



RECRUITMENT AGENT AGREEMENT

THIS AGREEMENT IS EFFECTIVE on the 1st of May 2020.

The Board of Governors of Lethbridge College

(a public college under the Alberta Post-secondary Learning Act)

3000 College Drive South

Lethbridge, Alberta, Canada T1K 1L6

agents@lethbridgecollege.ca; www.lethbridgecollege.ca

Phone (Switchboard): 1.403.320.3202 or (International Services): 1.403.329.7223

(hereinafter referred to as the '**Institution**'),

and

Sia Immigration Solutions Inc.

122, 8028 - 128 Street

Surrey, British Columbia, Canada V3W 4E9

mj@siaimmigration.com; http://siaimmigration.com/

Phone: 1.778.257.5508 or Alternate Phone: 1.778.257.5709

(hereinafter referred to as the '**Agent**').

WHEREAS the Institution, in support of its international initiatives, wishes to attract full-time students from outside Canada to study at the Institution and seeks to promote its programs, and

WHEREAS the Agent provides services of finding suitable prospective international students for enrolment and study at the Institution, and

WHEREAS the Institution wishes to engage the Agent as a representative to find and assist such students for study at the Institution.

THEREFORE, in consideration of the covenant described herein, the parties agree as follows:

1. REPRESENTATION AND RESPONSIBILITIES OF THE AGENT

1.1. The Agent hereby agrees to be an independent representative for recruiting students for the Institution and promoting the Institution and its programs/courses as directed by the Institution or in a manner proposed by the Agent and agreed to by the Institution. The Agent agrees that the provisions of this Agreement apply to international students recruited by the Agent. This Agreement excludes any activities initiated by the Institution in cooperation with other post-secondary institutions for the provision of academic program delivery, training, or upgrading.

1.2. Under this Agreement, the Agent must:

- (a) promote the programs/courses of the Institution;
- (b) find suitable prospective students to undertake programs/courses;

- (c) recruit international students and assist in their recruitment, in accordance with the Institution's admissions procedures and requirements;
 - (d) assist individuals to become admitted students, and for that purpose, provide all necessary information about the Institution's programs/courses, assist student to complete forms or applications, and submit these forms to the Institution. Agents providing services in Canada must not, however, provide students with immigration advice or act as the student's representative unless they are licensed to do so in accordance with the requirements of Immigration, Refugees and Citizenship Canada and the Immigration and Refugee Protection Act (Canada);
 - (e) perform other services and provide reports or information requested by the Institution or required under this Agreement. Such services and reports may include submitting an annual report on promotional activities of the Agent and its success in recruiting students to the Institution;
 - (f) provide the Institution with a complete description of the services it provides for potential students and a corresponding schedule of the fees that students pay for such services to the Agent, if applicable. The Agent will notify the Institution at least thirty (30) days in advance of any changes to the services/schedule of fees; and
 - (g) along with its employees and subagents, hereby agree to comply with and abide by all applicable Canadian federal laws, provincial laws, and the laws of the foreign country governing the Agent's activities as an independent Agent with respect to promotion and student recruitment for the Institution.
- 1.3. The Agent warrants that it has obtained all permits, licenses, permissions, or approvals as may be necessary and advisable for its business. The Agent shall, at all times, comply with all applicable laws in the region of recruitment.
- 1.4. In performing the services pre-arrival, the Agent must:
- (a) make positive and truthful representation of the Institution to recruit students and be responsible for all promotional costs of the Agent;
 - (b) recruit students in an honest, ethical, and responsible manner;
 - (c) ensure that all promotional activities are in the best interest of the Institution and that they accurately reflect the Institution's practices;
 - (d) inform prospective students accurately about the requirements of degree, diploma, and certificate programs, as well as short-term courses of study at the Institution, including provision of admission requirements, application, acceptance, and admissions procedures for international students. This must be done by reference to the material provided by the Institution;
 - (e) inform prospective students that advance payment of their first-year fees, payable directly to the Institution, may be required by the Canadian Embassy or Consular Office;
 - (f) inform prospective students that they are required to pay course fees directly to the Institution;
 - (g) inform prospective students promptly of any fees, surcharges, or similar payments charged to prospective students by the Agent for services arising from or related to the Agents' services under this agreement;
 - (h) advise each prospective student that a complete international home address must be provided to the Institution on the application form;
 - (i) ensure that each prospective student's application is complete and accurate, and ensure that all necessary evidence and required documents (including, but not limited to, the Consent for Disclosure of Personal Information – Agent form) accompany a prospective student's application to confirm that applicants satisfy any enrolment pre-requisites; all applications forwarded by the Agent shall be clearly identified with the agent's name and signature or stamp;

- (j) advise the Institution immediately if they detect any fraudulent documentation submitted with any prospective students;
- (k) maintain communication with the Institution at all times with the expected response turnaround time of 2 business day from any request by Institution;
- (l) recommend to students that they should plan to arrive in Lethbridge before the start of the semester;
- (m) attend and complete Agent training sessions as required by the Institution. This training is essential to ensure agents are aware of and can provide information on programs, admission process, and support services that are available to students on campus; and
- (n) submit commission claims each eligible semester to ensure timely payment of commission.

1.5. The Agent must not:

- (a) make any false or misleading statements concerning the Institution's services, programs/courses, or tuition and shall ensure that its employees or subagents do not do so; if this condition is not followed, the Institution may terminate this Agreement immediately without notice in addition to any other remedies the Institution may need to make;
- (b) accept and process applications for students who do not comply with visa requirements, or who the Agent reasonably believes will not comply with visa requirements;
- (c) make any representation or offer any guarantees to students about whether they will be admitted to the Institution; and
- (d) make any inaccurate claims of association of the Agent with the Institution, or of the institution with any other education provider.

2. RESPONSIBILITIES OF THE INSTITUTION

- 2.1. The Institution reserves the right to accept or reject any student application, in keeping with the established Institution admission guidelines and strategic enrolment management goals, as modified from time-to-time.
- 2.2. The Institution shall provide general recruitment training for the Agent and its employees who are engaged in promotion and recruitment for the Institution. The Institution staff may also be asked to provide special training sessions at the request and expense of the Agent.
- 2.3. The Institution agrees to provide the Agent with adequate promotional materials about the Institution. General advertising materials and view-books will be initially provided. Additional materials will be provided as agreed upon and required.
- 2.4. The Institution agrees to duly process all completed applications received provided that it is under no obligation to accept any prospective students referred to by the Agent.
- 2.5. The Institution will notify the Agent at least thirty (30) days in advance of any changes in its policies and fees. The Institution will provide general information to the Agent concerning new programs/courses and activities at the Institution.

3. STATUS AS INDEPENDENT AGENT

- 3.1. The Agent agrees to operate as an independent Agent, and neither the Agent nor its employees shall be deemed to be, nor treated as, employees, agents, or franchisees of the Institution.
- 3.2. All persons employed by the Agent to perform the Agent's duties under this Agreement are and will remain the employees and agents of the Agent and are not and will not become employees or agents of the Institution. The Agent shall be solely responsible for the acts and omissions of its

agents and employees and shall use its best efforts to ensure their compliance with this Agreement.

3.3. The Agent shall be free to select its own means, methods, and manner of operation, subject to this Agreement, and shall choose its own hours and locations for promotion and recruitment activities of its employees and permitted subagents.

3.4. Neither party shall have the authority to bind the other.

4. COMPENSATION

4.1. Both parties agree that the following referral commission will be payable to the Agent by the Institution. For each new full-time student registered in:

- (a) Degree, diploma, certificate, or other short-term credential program, the Institution will pay the Agent a commission of 15% of the student's first academic year tuition fees (academic year defined as Fall intake: September to April; Winter intake: January to December; Spring intake: May to April).
- (b) Academic studies in the English Language Centre (ELC), the Institution will pay the Agent a commission of 25% of the student's tuition fees to a maximum of 12 consecutive months.
- (c) For situations where there is an ELC component and a degree, diploma, certificate, or other short-term credential program, the institution will pay according to the terms listed above for each respective program.

4.2. Regardless of program choice, all commission calculations will be based on the paid tuition in the student's account and paid per enrolment term. The exception is the Spring-short term (July to August) which will be applied to the Fall semester claim.

4.3. Commission claims can be submitted in at any time and will be processed starting three weeks past the Extended Drop period to ensure all course modifications have been recorded.

4.4. Both parties hereby agree that the Institution will pay the commission to the Agent through a one-time payment and that the payment will be based on the agreed upon commission rate of tuition collected from the referred student.

4.5. Both parties hereby agree that if a student is admitted, the Institution will notify the Agent, who will send an invoice for commission fees to the Institution after the student has arrived, registered, paid for, and is attending classes past the Institution's Extended Drop date.

4.6. The commission is payable only if the required consent form is submitted at the time of application to the program.

4.7. The commission payment will be forwarded in the form of an electronic or telegraphic transfer, bank cheque, or draft payable at the discretion of the Institution.

4.8. The following will apply where more than one recruitment Agent seeks commission for an individual student enrolment:

- (a) if more than one recruitment Agent submits an invoice to the Institution in respect to any one student enrolling in an individual program, the Institution will only be required to pay one Agent the commission; and
- (b) the Agent entitled to the Commission will be the Agent confirmed by the student for authorized representation pre-arrival.

- 4.9. Both parties agree that all financial transactions will be in Canadian dollars (CAD).
- 4.10. Both parties agree that application and program/course fees will be forwarded by acceptable means to the Institution. If applicable, electronic or telegraphic transfers, bank cheques, or draft payables must specify the name of each student whose payments are being made, Institution-issued student identification number, the program for which the student has been admitted to, and the date on which the student is to begin study.
- 4.11. All payments of commission made by the Institution to a Canadian-based Agent shall be made without statutory deductions in respect of income tax, Canada Pension Plan, Employment Insurance, provincial worker disability insurance (e.g.: Worker's Compensation Board or Workplace Safety and Insurance Board), and Health Tax. The Institution shall have no responsibility to make such payments for the persons engaged by the Agent.
- 4.12. All payments of commission by the Institution to a Canadian-based Agent are inclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), or provincial sales tax or other sales taxes, which, if applicable, should be remitted by the Agent to Canada Revenue Agency, and the appropriate provincial tax authority, and the Agent agrees to indemnify the Institution for all such monies, fines, and penalties if the Agent fails to do so.

5. CONFIDENTIALITY

- 5.1. Both parties will treat this Agreement, its Notices, its supplements, as well as all service information, description and fees, methods of operations and authorization codes, and their terms and conditions as strictly confidential. Subject to disclosure as required by law, neither party will disclose any of this information or any of these materials to any employees or any third party who has no authority to have access to the data and/or any documents relating to this Agreement. Either party will immediately inform the other party of any requests or orders for any such information from persons and/or entities not a party to this Agreement before responding thereto; such notification shall be in writing.
- 5.2. Each party agrees to take all reasonable steps to maintain the confidentiality of the other party's Confidential Information (as defined below). Each party agrees to only disclose Confidential Information to its own personnel on a need to know basis related to the activities carried out pursuant to this Agreement. Each party shall be responsible for ensuring that the respective personnel maintain confidentiality in accordance with this Agreement.
- 5.3. Confidential Information means information that is expressly identified in writing as confidential by the disclosing party and information that should reasonably be considered confidential by the receiving party based on the nature of the information or the circumstances of its disclosure by the disclosing party.
- 5.4. Information will not be considered Confidential Information for the purposes of this Agreement if such Confidential Information:
- (a) is required to be disclosed in accordance with law, provided that the party subject to such legal process or requirement endeavours in good faith to notify the other party to this Agreement of the required disclosure and to cooperate, at the expense of the Provider, to reasonably minimize any disclosure as permitted by law in the time available;
 - (b) is published or becomes available to the general public other than through a breach of this Agreement;
 - (c) is obtained by the Recipient from a third party with a valid right to disclose it;

- (d) is independently developed by the Recipient or its personnel without knowledge or use of the relevant Confidential Information; or
 - (e) was possessed by the Recipient prior to its receipt from the Provider.
- 5.5. The obligations of the Institution in respect of Confidential Information are subject to the Institution's rights pursuant to section 6 (Privacy).

6. PRIVACY

- 6.1. The Agent is aware and acknowledges that the Institution is a public body under The Freedom of Information and Protection of Privacy Act (Alberta, Canada) ("FOIP Act") and that records and information that are in the care and custody of the Institution are subject to the provisions of the FOIP Act.
- 6.2. The Agent agrees to comply with the provisions of FOIP with respect to the collection, use, and disclosure of records and information obtained by the Agent in connection with this Agreement.
- 6.3. Upon completion of the Services, the Agent shall confidentially destroy or return the confidential records and information to the Institution at the Institution's discretion.

7. SUB-CONTRACTING

- 7.1. Should the Agent sub-contract any portion of the services, it shall first obtain the Institution's consent to such sub-contracting relationship, as well as to the content of the sub-contracting agreement.

8. INDEMNITY

- 8.1. The Agent shall indemnify and hold harmless the Institution, its employees, agents, and contractors from and against any and all claims, demands, actions, direct and consequential losses, expenses (including legal expenses on a solicitor-client basis) including claims brought by any prospective students, applicants or students of the Institution or any third parties suffered, brought, or incurred in relation to this Agreement as a result of:
- (a) any deficiencies in the Agent services;
 - (b) any harm to or loss of the property of the Institution or of others as a result of, or arising out of, the services or the performance of the Agent;
 - (c) any debt, change, or liability owed by the Agent to a third party, including any governmental agency or other third party; or
 - (d) the negligence, breach of this or any other contract, or any other wrongful act or omission by the Agent.
- 8.2. The Institution hereby agrees to indemnify and hold harmless the Agent, its employees, and agents from all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any negligent act or omission of the Institution, its employees or agents in relation to this Agreement.
- 8.3. A party seeking the benefit of the indemnity under this subsection shall promptly notify the indemnifying party with the full particulars of the claim and circumstances, and the indemnifying party shall have the right to control any proceedings, in consultations with the other party.

9. TERM

- 9.1. This Agreement shall come into effect on effective date stated above.

- 9.2. This Agreement shall last for a term of one year from the effective date and shall automatically renew for a single additional term of one year, unless a minimum of 30 days advance written notice of non-renewal is given to the other party.

10. TERMINATION

- 10.1. This Agreement will be effective for the full duration of the Agreement term unless terminated sooner, in accordance with the provision of this Article.
- (a) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other.
 - (b) Either party may terminate this Agreement if the other party commits a material breach of the terms of this Agreement, and if such breach is not remedied to the reasonable satisfaction of that party within 10 (ten) calendar days after receipt of written notice describing the particulars of the breach.
 - (c) No termination of this Agreement however effectuated will release the Parties from their rights and obligations under Article 5 "Confidentiality", Article 6 "Privacy" and Article 8 "Indemnity."

11. SEVERABILITY OF PROVISIONS

- 11.1. In the event that the court, with proper jurisdiction or another governmental agency with proper jurisdiction, issues an order finding that a provision of this Agreement is unlawful, that provision will be rendered ineffective and will be severed from this Agreement. The remaining provisions of this Agreement will continue in effect and will bind the parties.

12. ASSIGNMENT

- 12.1. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

13. ENTIRE AGREEMENT

- 13.1. This document constitutes and contains the entire Agreement of the parties hereto and supersedes any and all prior negotiations, correspondence, understandings, and Agreements among the parties respecting the subject matter thereof.
- 13.2. This is a non-exclusive agreement and the Institution may appoint other Agents if it so chooses.

14. GOVERNING LAW

- 14.1. The Parties hereto agree that this Agreement shall be construed and applied in accordance with and governed in all respects by the laws and in the Courts of the Province of Alberta and the federal laws of Canada applicable therein. This Agreement may be modified only by written instrument subscribed by both parties.
- 14.2. The parties hereto acknowledge that this Agreement may be translated and in the event of a difference of interpretation of this Agreement, the English version shall govern.

15. INSURANCE

15.1. Each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its employees and agents, and where applicable, students. Any liability insurance of the Institution for its own employees, agents and students shall provide coverage for the Institution only.


16. EVENTS BEYOND CONTROL

16.1. If either party is delayed or prevented from exercising its obligations or making deliveries in accordance with this Agreement due to circumstances beyond the reasonable control of that party including strikes, lockouts, labour disputes, fire, explosion, act of God, war, terrorism, or threat of war or terrorism, or other similar causes, then such failure to meet obligations or make deliveries shall not be a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

INSTITUTION

Signature:



Name:

Lindsay Workman

Title:

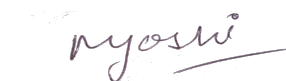
Interim Associate Dean, Student Affairs

Date:

May 5, 2020

AGENT

Signature:



Name:

Manpreet Joshi

Title:

Director

Date:

May 25, 2020