

**RECRUITMENT REPRESENTATIVE AGREEMENT**

This is an Agreement entered into this 23th of January, 2021 between:

**KEYANO COLLEGE (“Institution”)**

**and**

**Sia Immigration Solutions Inc. (“Recruitment Representative”)**

(The parties are collectively referred to as the “Parties”)

**WHEREAS** the Institution is a designated post-secondary institution in Alberta; and

**WHEREAS** the Recruitment Representative has represented to the Institution that it has the expertise to recruit individuals from **Nigeria and South Asia** (“Territory”) and wishes to become an accredited Representative in said Territory on behalf of the Institution;

**WHEREAS** the Recruitment Representative’s assigned Representative Number is **000-003-033**.

**WHEREAS** the Institution wishes to contract with the Recruitment Representative for the provision of certain services relating to the recruitment of individuals in the Territory, which services are further described in Schedule “A” hereto. For further clarity, the Agreement shall apply only to the recruitment of students in the Territory for programs offered by the Institution.

**NOW THEREFORE** in consideration of the mutual terms and covenants herein provided the Parties hereto agree as follows:

**SERVICES**

1. The Recruitment Representative shall provide the services, as described in Schedule “A” hereto (“Services”) as a non exclusive Recruitment Representative in the Territory on the terms, conditions and covenants set out in this Agreement.
2. In providing the Services, the Recruitment Representative shall comply with all reasonable directions and requests of the Institution.

**TERM**

3. This Agreement shall last for a term of two (2) years from the date of the execution of this Agreement by the Parties.

**NO CORRUPTION AND NO BRIBERY**

4. The Recruitment Representative specifically agrees to the terms, conditions and covenants set out in Schedule “B” to this Agreement.

### **PAYMENT OF REFERRAL COMMISSION**

4. The Institution shall pay the Recruitment Representative a referral commission for the Services provided to the reasonable satisfaction of the Institution, according to the terms and conditions set out in Schedule "C" attached hereto (Schedule "C").
5. The Recruitment Representative shall provide satisfactory invoices and original supporting documentation to the Institution as set out in Schedule "C".
6. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

### **EXPENSES**

7. The Recruitment Representative is solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including, without limitation, expenses relating to space, facilities, equipment, materials, telephone, office supplies, document copying, facsimile transmission and postage).

### **INSTITUTION'S RIGHT TO CANCEL OR CHANGE PROGRAMS**

8. The Institution reserves the right to cancel or change any programs, program policies or fee guidelines, and to alter any promotional, informational or application materials, without notice to the Recruitment Representative.

### **STUDENTS**

9. The Institution reserves the right to make the final determination as to the admission of any student recruited by the Recruitment Representative. For further clarity, the Institution reserves the right and the discretion to accept or reject any student in keeping with its policies as modified from time to time.

### **NO FALSE / MISLEADING STATEMENTS**

10. The Recruitment Representative agrees to make no false or misleading statements concerning the Institution's educational services, courses, tuition, or attendance at the Institution and shall ensure that its officers, employees or agents make no such statements.
11. The Representative understands that if it or its officers, employees and agents do so, the Institution may terminate this Agreement immediately without notice in addition to any other remedies the Institution may have.

### **REPORTING**

12. The Recruitment Representative shall adhere to all reporting requirements under this Agreement, including those reporting requirements set out in Schedule "A" and shall submit said reports to the Institution in writing, unless otherwise specified by the Institution in writing unless otherwise specified in Schedule "A", and shall be in form and content satisfactory to the Institution.

### **TRAINING**

13. The Institution shall provide training for the Recruitment Representative, its officers, employees or agents who are engaged in the Services under this Agreement on behalf of the Institution, as deemed appropriate by the Institution.
14. The Institution may provide special training sessions for the Recruitment Representative, its officers, employees or agents, at the request and expense of the Representative.

### **PROMOTIONAL MATERIALS**

15. The Institution agrees to provide the Recruitment Representative, at no charge, with adequate promotional materials about the Institution, and may share the costs of any special projects to which the Parties agree in writing.
16. All publications, promotional materials and otherwise, and all materials naming or referring to the Institution which the Recruitment Representative produces, uses, distributed, posts, etc. shall be submitted to the Institution for review and consent prior to public release. At least ten (10) working days prior to any publications, the Recruitment Representative shall submit to the Institution for approval all materials to be used in advertising or promoting the Institution and student recruitment.
17. The Institution reserves, at all times, all and any other rights including copyright and right of reproduction to all materials provided.

### **SUBCONTRACTORS**

18. The Representative shall not use or employ any subcontractor or enter into any subcontractor agreement to carry out any or part of any Service without the prior written consent of the Institution which shall have the right to first approve any agreements that the Recruitment Representative may be permitted to have with any subcontractor relating to this Agreement.

### **INDEPENDENT CONTRACTOR**

19. The Recruitment Representative agrees to operate as an Independent Recruitment Representative. It is further understood and agreed by the Parties that this Agreement does not constitute an employee agreement and that the status of the Recruitment Representative and its officers, employees and agents is that of an independent contractor and not that of an employee or agent of the Institution. The Recruitment Representative shall not commit the Institution to any expenditures or obligations to third parties.
20. The Recruitment Representative shall not receive and the Institution shall not be required to make contributions for Employment Insurance, Canada Pension, Workers' Compensation and any other similar levies in respect of the fee for Services to be paid to the Recruitment Representative pursuant to this Agreement.

**BEST EFFORTS TO ENSURE AGREEMENT COMPLIANCE**

21. The Recruitment Representative shall use its best efforts to ensure that all persons employed by the Recruitment Representative shall perform all Services, duties, responsibilities, terms and conditions in accordance with this Agreement and for further clarity, in any event in so doing the same are not and shall not become, employees or agents of the Institution.

**RECRUITMENT REPRESENTATIVE RESPONSIBLE FOR EMPLOYEES/AGENTS**

22. The Recruitment Representative shall be solely responsible for the acts and omissions of its officers, employees and agents.

**MEANS, METHODS AND MANNER OF OPERATIONS**

23. Subject to the terms, conditions and covenants set out in this Agreement, the Recruitment Representative shall be free have the discretion to select its own means, methods, and manner of operation, and shall choose its own hours and locations within the Territory for the promotion and recruitment activities of its officers, employees and permitted subcontractors subject to any requirements made to the Recruitment Representative in this regard by the Institution

**NO BENEFITS OUTSIDE AGREEMENT**

24. The Recruitment Representative understands and agrees that the Recruitment Representative is only entitled to that which is expressly set out in this Agreement. As a result, the Recruitment Representative shall not be entitled to and shall not to accept or receive from the Institution or any third party any benefits, monies, objects, things, compensations whatsoever and otherwise which are not expressly set out in this Agreement.

**TOOLS AND TRANSPORTATION BY RECRUITMENT REPRESENTATIVE**

25. The Recruitment Representative is responsible for the provision of its own tools and transportation, and shall not be reimbursed for any expenses incurred without the express pre-authorization in writing of the Institution.

**TERMINATION**

26. Either Party may mutually terminate this Agreement immediately on the thirtieth (30<sup>th</sup>) day after the date on which the written notice is given by one Party to the other Party to this Agreement.
27. The Institution may terminate this Agreement without notice if any of the following events of default occur:
- a) Where in the reasonable opinion of the Institution, the Services provided by the Recruitment Representative are unsatisfactory, inadequate or are improperly provided;
  - b) Where in the reasonable opinion of the Institution, the Recruitment Representative has failed to comply with any substantive term or condition of this Agreement;

- c) Where the Recruitment Representative fails to pay any fees or other amounts due to the Institution within thirty (30) days of receipt of invoice therefore, or fails to assist the Institution in the collection of delinquent accounts;
  - d) Where the Recruitment Representative collects or receives any monies whatsoever directly from a potential student without the express written consent of the Institution;
  - e) Where the Recruitment Representative breaches Schedule “B” and/or any Anti-Corruption Law(s), as defined in Schedule “B”, including where the Recruitment Representative perpetrates fraud against the Institution or the giving, offering, promising or accepting a bribe, or any willful misconduct that brings the reputation of the Institution into disrepute or causes Representative to cease to be able to represent and perform its responsibilities for the Institution;
  - f) Where the Services are provided in connection with a project for which the Institution has been awarded funding from an external source or for which the Institution receives payment for the provision of services to a third party, and that project, or related contract, has been terminated, the funding or payment reduced;
  - g) Where the Recruitment Representative is dissolved or becomes bankrupt or insolvent.
28. Where the Institution terminates this Agreement under clause 27(a) up to and including 27(f), the Institution shall endeavor to give thirty (30) days written notice to the Recruitment Representative and this Agreement shall terminate immediately on the thirtieth (30<sup>th</sup>) day after the date on which the notice is given by the Institution.
29. Upon termination of this Agreement, the Recruitment Representative shall cease to provide the Services. The Institution shall be under no obligation to the Recruitment Representative other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the Institution, the Recruitment Representative may be entitled to receive under this Agreement for services completed to the satisfaction of the Institution up to the date of termination.

### **INDEMNITY**

30. The Recruitment Representative indemnifies and saves harmless the Institution, its officers, employees and agents against any and all liability, loss, damage, cost or expense which the Institution may hereafter sustain, incur, suffer or be required to pay by reason of:
- a) the willful or negligent act or omission of the Recruitment Representative;
  - b) any assessment, re-assessment or any other act of an official of the federal, provincial and/or territorial governments relating to the Recruitment Representative; and
  - c) the Recruitment Representative's failure to secure the appropriate or any insurance coverage as specified under this Agreement.

### **WARRANTIES**

31. The Recruitment Representative warrants that:

- (a) the Recruitment Representative has the necessary authority and capacity to enter into this Agreement;
- (b) the Recruitment Representative has no conflict of interest in providing the Services, and that the Institution will not be thereby compromised nor suffer loss;
- (c) it is the Recruitment Representative's own responsibility to declare to Revenue Canada payments received from the Institution under this Agreement based on the Recruitment Representative's invoices and the Institution's general cheques;

### **CONFLICT OF INTEREST**

32. The Recruitment Representative represents that:

- a) the Recruitment Representative has no conflict of interest in providing the Services, or has disclosed a conflict of interest and presented a management plan satisfactory to the Institution and that the Institution will not be thereby compromised nor suffer loss;
- b) in the event that the Recruitment Representative, or any of the Recruitment Representative's principals and employees providing the Services, is otherwise an employee of the Institution:
  - i. the obligations hereunder shall not be undertaken on the Institution's time or using the Institution's resources or facilities;
  - ii. the Recruitment Representative, and any of the Recruitment Representative's principals and employees providing the Services, will act in compliance with the Institution's conflict of interest policies and procedures; and
  - iii. the Recruitment Representative will indemnify and save harmless the Institution from any financial consequences should it or any of its principals or employees be deemed an employee of the Institution in providing the Services;
- c) it is the Recruitment Representative's own responsibility to obtain independent legal and tax advice confirming the Recruitment Representative's status as being an independent contractor at law and not an employee of the Institution; and,
- d) the Recruitment Representative shall transfer, without altering, all documentation provided to the Recruitment Representative by students in support of applications to the Institution, and in any event shall forthwith transfer all documentation to the Institution when so requested by the Institution. The Recruitment Representative shall use all reasonable efforts to determine that all documentation is true and accurate prior to transferring same to the Institution.

### **REGULATORY REQUIREMENTS**

33. The Recruitment Representative shall obtain all approvals, permits and licenses as are necessary for it to operate and do business to carry out the Services and shall furnish to the Institution proof of registration as required by legislation applicable to the Services.
34. The Recruitment Representative shall comply with all laws, bylaws, rules, regulations, orders, codes and other legally enforceable requirements applicable to the performance of the Services and failure to comply by the Recruitment Representative shall be cause for the Institution to terminate this Agreement at its option.

### **INSURANCE**

35. The Recruitment Representative:
- a) acknowledges that the Recruitment Representative is solely responsible for ensuring that prior to the commencement of the Services, the Recruitment Representative has appropriate disability, malpractice and comprehensive general liability insurance coverage. The general liability insurance coverage shall be in the minimal amount of \$5,000,000; and,
  - b) releases the Institution from any obligation or responsibility to provide such coverage.
36. Any insurance called for under this Agreement shall be endorsed to provide the Institution thirty (30) days' advance written notice of cancellation. The Recruitment Representative shall provide thirty (30) days' advance written notice of any material change to the insurance coverage called for under this Agreement.
37. As evidence of all required insurance, certificates of insurance shall be provided to the Institution prior to the commencement of Services and within thirty (30) days of any insurance renewal. All evidence must comply with the insurance requirements and be free of limitations or qualifications as to compliance.

### **TAX STATUS OF THE RECRUITMENT REPRESENTATIVE**

38. At the time of contract signing, the Recruitment Representative will complete Schedule "D" in which the Recruitment Representative shall indicate if it is or is not an HST or GST registrant in Canada.

### **CONFIDENTIALITY**

39. The Recruitment Representative shall maintain as confidential, and shall ensure its officers, employees and agents maintain as confidential and not disclose to others without the Institution's prior written consent, all information obtained from the Institution. This provision shall not apply to information in whatever form which is in the public domain at the time or becomes a part of the public domain through no act of the Recruitment Representative or is obtained by the Recruitment Representative from a third party who is under no obligation to keep the information confidential or is required to be disclosed by law or order of a court, administrative agency or other authority with proper jurisdiction concerning:
- a. any trade secrets;

- b. internal business information, including, without limitation, information relating to strategic and staffing plans and practices, current or prospective customer or students' names and lists, marketing, promotional and sales plans, practices or programs, training practices and programs, programming costs and pricing structure, and accounting and business methods, and any financial data or plans respecting the Institution;
  - c. identities of and information about the Institution's programs and its customers and students and their confidential information;
  - d. compilations of data (whether in whole or in part) and all analyses, processes, methods, techniques, systems, formulae, research, records, reports, manuals, documentation and models relating thereto;
  - e. computer software, documentation and databases (whether existing or in various stages of research and development);
  - f. developments, methods, and processes (whether or not reduced to practice);
  - g. all copyrightable works of the Institution; and
  - h. all information relating to the Institution's employees, including information contained in their personnel files;
- (Collectively the "Confidential Information").
40. The Recruitment Representative acknowledges that the Confidential Information constitutes a unique and valuable asset of the Institution and represents a substantial investment of time and expense by the Institution, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Institution for the purpose of this Agreement would be wrongful, would cause irreparable harm to the Institution, and would entitle the Institution to receive liquidated damages. The Recruitment Representative shall not make any copies of Materials containing Confidential Information, except as required for the performance of the Services.
41. The confidentiality obligations as set out in this Agreement shall survive this Agreement.
42. The Confidential Information shall belong exclusively to the Institution and the Recruitment Representative agrees to turn over to the Institution, all copies of any Confidential Information in its possession, or under its control, forthwith, immediately at the request of the Institution or, in the absence of a request, on the termination of this Agreement.
43. In accordance with the terms set out in this Agreement, the Institution agrees that the Representative may use and publish the Institution's name and a general description of the Services in describing the Representative's experience and qualifications to other Institutions or potential Institutions.
44. For further clarity, the Recruitment Representative agrees that any information, data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other materials or products disclosed to the Recruitment Representative by the Institution or otherwise produced or developed by the Recruitment Representative in providing the Services ("Materials") will not be:



- a) published or disclosed to any third party except to:
    - i. those of the Recruitment Representative's officers and employees who are directly concerned with the use, development or application of the Materials in the provision of the Services subject to clause 47; and,
    - ii. third parties to the extent necessary to provide the Services; nor
  - b) used, sold or otherwise disposed of for value by the Recruitment Representative other than in the provision of the Services under this Agreement.
45. The Recruitment Representative shall:
- a) comply with any rules or directions made or given by the Institution with respect to safeguarding or ensuring the confidentiality of the Materials;
  - b) advise the Recruitment Representative's officers and employees to whom the Recruitment Representative may disclose the Materials of the confidentiality and ownership provisions of this Agreement; and,
  - c) do that which is necessary and reasonable to prevent unauthorized disclosure, use or sale (or other disposition for value) of the Materials.
46. The Recruitment Representative shall 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. The Recruitment Representative will immediately inform the Institution of any requests or orders for any such information from any third party before responding thereto. Such notification to the Institution shall be by both telephone and by mail.
47. Any additional obligations respecting confidentiality and any obligations respecting non-competition may be noted by the Institution on Schedule "A"

### **PRIVACY**

48. The Recruitment Representative is aware and acknowledges that the Institution is a public body under Alberta's *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 ("*FOIP Act*") and that records and information that are in the care and custody of the Institution and are subject to the provisions of the *FOIP Act*.
49. The Recruitment Representative agrees to comply with the provisions of the *FOIP Act* with respect to the collection, use and disclosure of records and information obtained by the Recruitment Representative in connection with this Agreement.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

50. Any Materials provided by the Institution to the Recruitment Representative for use in the provision of the Services shall remain the property of the Institution and shall be returned

without cost to the Institution upon request. The Institution is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.

51. Subject to section 52, any Materials produced or developed by the Recruitment Representative and any of the Recruitment Representative's officers, employees, or agents in the provision of the Services, and all copyright and other intellectual property rights therein shall be hereby exclusively assigned to the Institution by the Recruitment Representative and shall be delivered without cost to the Institution in accordance with Schedule "A" or upon request. The Recruitment Representative further:
- a) waives any moral rights the Recruitment Representative may have in connection with such Materials, and expressly disclaims any royalty rights in connection with the use, distribution or sale by the Institution of such Materials; and,
  - b) warrants the fitness for use of such Materials as contemplated under this Agreement.
52. If the Materials produced or developed by the Recruitment Representative and any of the Recruitment Representative's officers, employees or agents in the provision of the Services include:
- a) the development of computer programs, the Recruitment Representative must deliver to the Institution the related object and source codes in accordance with Schedule "A" or immediately upon termination of this Agreement, whichever is earlier; or
  - b) copies of work(s) to which a third party holds copyright, the Recruitment Representative must identify and provide appropriate credit to the author(s) and obtain copyright permission for inclusion of the work(s) in such Materials.
53. Any exceptions to sections 50 or 51 must be noted in Schedule "A".

#### **DISPUTE RESOLUTION PROCEDURE**

54. Except for the occurrence of an event of default by the Recruitment Representative, in which case clauses 27, 28 and 29 of this Agreement (termination) shall govern over any dispute which arises between the Parties, the interpretation, application or operation of this Agreement or any part of it shall be determined in accordance with the provisions of the dispute resolution procedure in this clause before any Party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, or any other tribunal or entity, provided however that any Party may file a complaint or other document required to be filed with the courts, any board, tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.

**Parties Continue to Perform Contractual Obligations:** Notwithstanding that this Dispute Resolution Procedure may be triggered or involved, the Parties shall continue to perform their

obligations, duties and covenants set out in this Agreement until such time as the Dispute Resolution Procedure is complete.

**Definitions:** For the purpose of the Dispute Resolution Procedure, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- a) "Arbitrator" means the person appointed to act as such to resolve any Dispute;
- b) "Arbitration" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- c) "Disclosed Information" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- d) "Mediation" means a process whereby each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- e) "Mediator" means the person appointed to facilitate the resolution of a Dispute between the parties;
- f) "Dispute Representative" means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a party and who has full authority to settle a Dispute.

**Principles of Dispute Resolution:** The Parties agree that in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;

- a) The Institution and the Recruitment Representative are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- b) The Dispute Resolution Procedure set out in the Agreement shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- c) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this clause.

**Dispute Process:** In the event of any Dispute, the parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- a) first, by negotiation;
- b) second, by way of Mediation; and
- c) third, if agreed to mutually by the parties, by binding Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

**Negotiation:** A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the parties shall each appoint a Dispute Representative, who shall meet and attempt to resolve the Dispute through discussion and

negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Dispute Representative by each party, the negotiation shall be deemed to have failed.

**Mediation:** If the Dispute Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.

- a) In such event, either Party shall be entitled to provide the other Party with a written notice ("Mediation Notice") specifying:
  - i. the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
  - ii. the nomination of an individual to act as the Mediator.
- b) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator;
- c) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- d) In the event that:
  - i. the Parties do not agree on the appointment of a Mediator within thirty (30) days of the Mediation Notice;
  - ii. the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
  - iii. the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

**Arbitration:** If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. In that event, the following applies:

- a) Either of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying:
  - i. the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
  - ii. the nomination of an individual to act as the Arbitrator.
- b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end;

- c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator;
- d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed;
- e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving party's response thereto;
- f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules ("Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
  - i. forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
  - ii. ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- j) Judgment upon any award ("Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- k) The Parties acknowledge and agree that, where a Dispute involves a claim for injunctive relief, a party may refer such matter to Arbitration in accordance with this clause 54 or apply to the appropriate court for relief.

**Participation:** The Parties agree to participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

**Location:** The place for Mediation and Arbitration shall be within such location as the Parties may agree.

**Costs:** Subject to this clause, in the case of an Arbitration the parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration

**Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a party disclosing such Disclosed Information. Subject only to the rules of discovery, each party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

### **NOTICES**

55. Any notice or other communication required to be given under this Agreement shall be given in writing and delivered by hand, courier (prepaid), registered mail (prepaid), facsimile or PDF transmission, to the following addresses:

If to the Institution:

8115 Franklin Avenue  
Fort McMurray, Alberta T9H 2H7, Canada  
Attention: Keyano College is represented by **Sandra Efu**  
**E-mail:** Sandra.efu@keyano.ca  
**Phone:** 780-791-8974

If to the Recruitment Representative:

As represented by **Manpreet Joshi**  
Agency Name: **Sia Immigration Solution Inc**  
Address Line 1: **122 8028 128 ST, Surrey, BC, Canada V3W 4E9**  
Telephone No: **+1 (778)-257-5508** Fax No: \_\_\_\_\_  
Email: **apps@siaimmigration.com** Website: **<https://siaimmigration.com/>**

56. The failure of either Party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the said breach or non-fulfillment or any future breach or non-fulfillment.

### **TIME OF THE ESSENCE**

57. In this Agreement, time is of the essence.

### **RENEWAL**

58. The decision, if any, to renew this Agreement is at the sole discretion of the Institution.

**AMENDMENT**

59. The Institution, without invalidating this Agreement, may at any time, or from time to time, amend the Services required to be rendered under this Agreement, consisting of additions, deletions or other modifications to the scope of the Services. Such amendments shall be authorized in writing by the Institution and shall, if necessary, include an equitable adjustment to the compensation payable to the Recruitment Representative.
60. If an equitable adjustment to the compensation payable to the Recruitment Representative on account of an amendment to the scope of the Services cannot be agreed upon by the Parties, it shall be considered a dispute and resolved in accordance with the Dispute Resolution Procedure in this Agreement.

**WAIVER**

61. The failure of either Party to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any terms or provision of this Agreement shall not operate as a waiver of any other breach or default.

**LEGAL AND PROFESSIONAL ADVISE**

62. The Recruitment Representative hereby acknowledges and confirms that the Recruitment Representative has been given an opportunity to obtain independent legal and other professional advice in connection with this Agreement.
63. The Recruitment Representative hereby confirms that the Recruitment Representative fully appreciates and understands the terms of this Agreement.

**GOVERNING LAW**

64. This Agreement shall be construed in accordance with the laws of the Province of Alberta as applied to transactions taking place entirely within Alberta.

**ASSIGNMENT**

65. This Agreement or any of the rights or obligations thereunder shall not be assigned in whole or in part by the Recruitment Representative without the prior written consent of the Institution.

**SUCCESSORS AND ASSIGNS**

66. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assignees of the Recruitment Representative.

**SURVIVAL**

67. In addition to clause 41, clauses 30, 50, 51, 52, 53, 64 and 67 survive termination or expiration of this Agreement.

**INTERPRETATION**

68. The preamble and Schedules "A", "B", "C" and "D" form an integral part of this Agreement.
69. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
70. Schedules "A", "B", "C" and "D" form part of this Agreement. Nothing prevents additional obligations, terms or conditions respecting the Recruitment Representative's provision of the Services being incorporated in the attached Schedules.
71. The Parties consent to this Agreement being prepared in the English language, and understand that the English version shall be authoritative.

**ENTIRE AGREEMENT**

72. This Agreement and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

**SEVERABILITY**

73. If any of the provisions of this Agreement is found by a court of competent jurisdiction to be null or void, the remainder of this Agreement shall continue in full force and effect; provided that, the substantive intent of this Agreement is not thereby compromised.

**EXECUTIONS**

74. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Executed counterparts may be delivered by PDF or facsimile transmission.

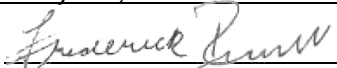
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first written below.

**INSTITUTION**

Name: **Frederick Russell**

Title: **Vice President, Academic**

Date: **January 25, 2021**

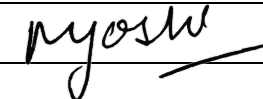
Signature: 

**RECRUITMENT REPRESENTATIVE**

Name: **Manpreet Joshi**

Title: **Director**

Date: **23/01/2021**

Signature: 



## **SCHEDULE “A”**

### **SERVICES**

#### **Duties and Responsibilities of the Recruitment Representative**

1. The Representative hereby agrees to become an independent Recruitment Representative for recruiting students for the Institution in the Territory and promoting the Institution and its programs as directed by the Institution, or in a manner proposed by the Recruitment Representative and agreed to by the Institution.
2. The Recruitment Representative agrees that the provisions of this Agreement apply to regular students recruited by the Recruitment Representative and excludes any activities initiated by the Institution in cooperation with other postsecondary Institutions **Nigeria and South Asia** and independent student applications received from **Nigeria and South Asia**. The Institution will specify the target number of students to recruit for each academic term.
3. The Recruitment Representative agrees:
  - a) that the Institution is free to appoint other Representatives in any country of its choice, including in the Territory and therefore the Recruitment Representative shall not challenge the Institution if other student recruiters are providing services for the Institution in the Territory;
  - b) to act in good faith and in the best interests of the Institution for the duration of this Agreement;
  - c) recruit students for the Institution in accordance with the terms, conditions and covenants set out in this Agreement;
  - d) be responsible for all promotion costs;
  - e) promptly provide market intelligence and information as requested by the Institution;
  - f) interview prospective students for admission to programs offered by the Institution and other short-term courses of study at the Institution, including provision of accurate information and advice on courses and costs involved;
  - g) provide the Institution with student applications including provision of official academic transcripts and confirm that applicants satisfy any enrollment prerequisites;
  - h) submit an authorization for release of student information form(s) to the Institution along with student application packages to receive commission payments and application status information;
  - i) submit a third party authorization form if the Recruitment Representative wishes to act on behalf of a potential student. Acting on behalf of the potential student may include submit

- and cancel application documents on behalf of the potential student, make alternate program selection, and drop classes/withdraw from program of study;
- j) advise and assist potential students with respect to the preparation of visa applications to enable the student to travel to and remain in Canada for the purpose of study;
  - k) liaise with the Institution on matters relating to student accommodation and travel arrangements;
  - l) assist potential students and students with their online admission application. Provisions can be made under special circumstances for a paper application;
  - m) represent itself as a contractor to the Institution for the purpose of recruiting students as described herein, but not as an agent, employee, branch or office of the Institution;
  - n) disclose to the Institution, at the Institution's request, any additional services provided by, and/or fees charged by the Recruitment Representative, to students recruited to the Institution;
  - o) report to the Institution, on an annual basis, as to the promotional activities of the Recruitment Representative and its success in recruiting students to the Institution; and,
  - p) report to the Institution from time to time, at the Institution's request, on relevant marketing and student recruitment intelligence.
  - q) perform any other services reasonably required of the Institution for the purposes of international student recruitment to the Institution.

**SCHEDULE “B”****NO CORRUPTION AND NO BRIBERY**

1. It is the practice of the Institution to compete fairly and engage in business practices that comply with the *Corruption of Foreign Public Officials Act* (“*CFPOA*”) and the *Criminal Code* (“*Criminal Code*”) in Canada, the *Foreign Corrupt Practices Act of 1977*, as amended (“*FCPA*”) in the United States, and the *Anti-Bribery Act, 2010* in the United Kingdom and all other anti-corruption and anti-bribery laws and regulations applicable to the Company’s business anywhere in the world (“*Anti-Corruption Laws*”).
2. For further clarity,
  - a) Foreign bribery under the *CFPOA* which makes it an offence to:
    - i. directly or indirectly give, offer or agree to give or offer any form of advantage or benefit to a foreign public official to obtain an advantage in the course of business; or
    - ii. engage in certain accounting practices where those practices are employed for the purpose of bribing a foreign public official or concealing a bribe.
  - b) Domestic bribery and corruption is governed under the *Criminal Code* which prohibits various forms of corruption including bribery of various officials, frauds on the government, breach of trust by a public officer and secret commissions, as well as various corrupt accounting and record-keeping practices.
3. The Recruitment Representative understands that:
  - a) the Institution has zero tolerance for corrupt activities of any kind and that the Recruitment Representative is prohibited from:
    - i. partaking in a bribe of any kind or other improper or unauthorized payments, or acts that create the appearance of promising, offering, giving or authorizing such payments;
    - ii. directly or indirectly make, offer or promise to make, or authorize any bribes, kickbacks or other improper payments, benefits or advantages to any person, individual, entity or organization, including, but not limited to, any public official or any employee, official, representative or agency of any:
      - government (including any government-owned or affiliated entity);
      - public international organization;
      - political party, including the party itself as well as candidates for public office;
      - non-governmental organization; or
      - private-sector company,

for any improper purpose, including for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage or to obtain or retain business / Services.

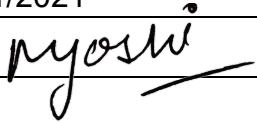
- b) receiving or partaking in any “quid pro quo” payments, meaning that the payment is made with the expectation of receiving in return an improper benefit or advantage;
  - c) a violation of an Anti Corruption Law can occur even if the bribe or other corrupt practice fails to achieve the purpose for which it was intended. The fact of an offer or promise of a bribe will typically be sufficient to constitute a violation;
  - d) this Schedule “B” applies whether or not Institution funds are used to finance the improper payment or other benefit.
4. It is the responsibility of Recruitment Representative to be aware of how anti corruption situations may violate or lead to a violation of this Agreement and the Anti-Corruption Laws.
5. Failure to comply with this Schedule “B” and/or the Anti-Corruption Laws will be grounds termination of this Agreement, may require restitution and may lead to civil or criminal action against the Recruitment Representative and/or individual officers, employees and/or agents of the Recruitment Representative.
6. I acknowledge I have read and understand this Schedule “B” and clause 4 of this Agreement and I agree to adhere to both the spirit and the letter of this Schedule “B” and clause 4 of this Agreement with respect to the Institution’s business anywhere in the world.

**Signature of this Schedule “B” by the Recruitment Representative**

Name: Manpreet Joshi

Title: Director

Date: 23/01/2021

Signature: 

## SCHEDULE “C”

### REFERRAL COMMISSIONS

Both Parties agree that the following referral commission shall be payable to the Recruitment Representative by the Institution:

1. For each new registered student, the Institution will pay the Representative a commission of 15% of the first year tuition fee only paid for by the student and not dropped/withdrawn before the last day to withdraw with a 50% refund for that semester. There is no commission payable on returning students. The same commission applies to students admitted into the Institution Preparatory Programs.
2. The Representative must include their assigned Representative Number on the student application form at the time of application in order to be considered for commission. Representatives cannot be added to the student application after its submission to Keyano Institution. The Representative will submit a list of all students on October 1 (for fall admissions) and February 1 (for winter admissions), which will include each student's Keyano student ID, date of birth and full name. We will match this list with our records and reconcile with the applications which have been submitted including an Authorization for Release of Student Information Form. This letter will confirm that the student was referred by the Representative and that the student gives the agent permission to inquire regarding admission, registration and payment status on the student's behalf.
3. Upon receipt of payments from the student and the list from the Representative, the Institution will remit the agreed upon commission to the Representative. Payments will be administered twice a year: November 1 (for fall admissions) and March 1 (for winter admissions).
4. If the Recruitment Representative is inactive for two (2) years, all commission claims expire.
5. Both Parties agree that all financial transactions will be completed through the Institution's online payment platform. If this option is not available, both Parties agree that all financial transactions will be in Canadian Dollars paid via direct deposit (in Canada only) or wire transfer (international). At the time of the execution of this Agreement, the Representative shall complete the **Form for Recruitment Representative Banking Information** (found at Schedule “D” below) indicating account information for distribution of commission payments. Any subsequent changes to this information must be in writing on letterhead of the Institution and signed by the original signatories to this Agreement.

**SCHEDULE "D"****RECRUITMENT REPRESENTATIVE BANKING INFORMATION****1. RECRUITMENT REPRESENTATIVE INFORMATION:**Representative Name: SIA IMMIGRATION SOLUTIONS INCRepresentative Number: 000-003-033**2. TAX STATUS OF AGENT:**

Is your company considered a resident of Canada?

☒ **Yes**☐ **No**

If no, please indicate your country of residence: \_\_\_\_\_

If yes, are you registered for HST/GST in Canada?

☒ **Yes**☐ **No**If yes, please provide your HST/GST tax #: 765419890

If you are a resident of Canada but not registered for HST/GST, are you considered a small supplier for Canadian sales tax purpose?

☐ **Yes**☐ **No**

**Note:** If the Recruitment Representative is located in Canada, all commissions are subject to HST (as per the Income Tax Act). Effective April 1, 2011, Recruitment Representatives representing international students must declare Harmonized Sales Tax (HST) registrant status. Registrant status will be confirmed through Canada Revenue Agency (CRA) at 1-800-959-5525 or at:

<https://beta.canadasbusinessregistries.ca/search>

All registered HST vendors must display the HST number on receipts, invoices, contracts or other business papers when taxable goods or services of \$30 or more are supplied by a person (or company) registered or HST. For Recruitment Representatives whose business is located in Canada, HST will be added to the Recruitment Representative's referral commission.

**1) WIRE/DIRECT DEPOSIT INFORMATION:**CREDIT BANK ACCOUNT # 5224729


ACCOUNT NAME: SIA IMMIGRATION SOLUTIONS INCBUSINESS ADDRESS: 3152 MARA ROAD KAMLOOPS BC CANADA V2B7B2BANK NAME: TD CANADA TRUSTBANK ADDRESS: 500 NOTRE DAME DRIVE V2C6T6CITY: KAMLOOPS, STATE/PROV: BCCOUNTRY: CANADA TELEPHONE #: \_\_\_\_\_

BANK SWIFT/SORT CODE # (foreign/overseas only): \_\_\_\_\_

FINANCIAL INSTITUTION #, BANK TRANSIT # AND BANK ACCOUNT (for Canadian destination wires/direct deposits): 004 TRANSIT NO. 07900

INTERMEDIARY BANK (foreign/overseas only): \_\_\_\_\_

IBAN NUMBER: \_\_\_\_\_

**SIGNATURES OF SIGNING OFFICERS:**Signature: 

Signature: \_\_\_\_\_

Date: 23/01/2021

Date: \_\_\_\_\_