



RECRUITMENT REPRESENTATIVE AGREEMENT

THIS AGREEMENT: dated March 19th, 2021.

BETWEEN:

CORPUS CHRISTI COLLEGE,
Business No. 890773146
(hereinafter referred to as the "College"),

- and -

SIA IMMIGRATION SOLUTIONS INC.
Business No. 76541 9890 BC0001
(hereinafter referred to as the "Recruitment Representative").

WHEREAS:

- A. Both the Recruitment Representative and the College recognize the trend towards international education;
- B. The Recruitment Representative has represented to the College that it has the expertise to recruit international students from India and other South Asia region (the "Region"); and
- C. The College wishes to contract with the Recruitment Representative for the provision of certain services relating to the recruitment of individuals in the Region, which services are further described in Schedule "A" here to (the "Services"). For further clarity, the Agreement shall apply only to the recruitment of students in the Region for University Transfer and/or Associate of Arts programs offered by the College.

NOW THEREFORE in consideration of the mutual terms and covenants herein provided the parties here to agree as follows:

SERVICES

1. The Recruitment Representative shall provide the Services as a non-exclusive Recruitment Representative in the Region on the terms and conditions set out in this Agreement.
2. In providing the Services, the Recruitment Representative shall comply with all reasonable directions and requests of the College.

TERM

3. This Agreement shall come into effect on March 22nd, 2021 and terminate on March 23rd, 2023.

PAYMENT

4. The College shall pay the Recruitment Representative for the Services provided to the reasonable satisfaction of the College, according to the terms and conditions set out in Schedule "B" attached here to (Schedule "B").
5. The Recruitment Representative shall provide satisfactory invoices and original supporting



documentation to the College as set out in Schedule "B".

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).

REPORTING

8. Any reports and other documents to be prepared by the Recruitment Representative pursuant to Schedule "A" shall be submitted to the College in writing, unless otherwise specified in Schedule "A", and shall be in form and content satisfactory to the College.
9. All publications, promotional and otherwise, and all materials naming or referring to the College which the Recruitment Representative uses shall be submitted to the College for review and consent prior to public release.

KEY PERFORMANCE INDICATORS

10. The College may implement, as prescribed under applicable local laws or as deemed necessary or useful in the College absolute discretion, key performance indicators to monitor the performance of the Recruitment Representative ("KPI") as well as to compare the performance of the Recruitment Representative and its authorized personnel with other representatives of the College.
11. The College shall monitor the performance of the Recruitment Representative and its authorized personnel through telephone/teleconference meetings; surveys of students recruited and review of the recruitment conversion rate.

TERMINATION

12. This Agreement may be terminated as follows:
 - (a) By the College where:
 - i. in the reasonable opinion of the College, the Services provided by the Recruitment Representative are unsatisfactory, inadequate or are improperly provided;
 - ii. in the reasonable opinion of the College, the Recruitment Representative has failed to comply with any substantive term or condition of this Agreement;
 - iii. the Recruitment Representative is dissolved or becomes bankrupt or insolvent; or,provided that where the College terminates this Agreement under subsection (i) or (ii) the College shall endeavor to give thirty (30) days written notice to the Recruitment Representative and the Agreement will terminate immediately on the 30th day after the date on which the notice is given by the College.



(b) By mutual agreement of the parties, expressed in writing, provided that such agreement shall require the parties to allow for thirty (30) days' notice to the other of termination.

13. Upon termination of this Agreement, the Recruitment Representative shall cease to provide the Services. The College 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 College, the Recruitment Representative may be entitled to receive under this Agreement for work completed to the satisfaction of the College up to the date of termination.

CONFIDENTIALITY

14. 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 College or otherwise produced or developed by the Recruitment Representative in providing the Services (the "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 section 14; 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.
15. The Recruitment Representative shall:
- (a) comply with any rules or directions made or given by the College 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.
16. Any additional obligations respecting confidentiality and any obligations respecting non- competition must be noted by the College on Schedule "A".

PRIVACY

17. The Recruitment Representative is aware and acknowledges that the College is a public body under The Freedom of Information and Protection of Privacy Act (British Columbia, Canada) ("FIPPA") and that records and information that are in the care and custody of the College and are subject to the provisions of FIPPA.
18. The Recruitment Representative agrees to comply with the provisions of FIPPA with respect to the collection, use and disclosure of records and information obtained by the Recruitment Representative



in connection with this Agreement.

19. Upon completion of the Services, the Recruitment Representative shall confidentially destroy, or return the records and information to the College, at the College's option.

OWNERSHIP OF INTELLECTUAL PROPERTY

20. Any Materials provided by the College to the Recruitment Representative for use in the provision of the Services shall remain the property of the College and shall be returned without cost to the College upon request. The College is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.
21. Subject to section 20, 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 College by the Recruitment Representative and shall be delivered without cost to the College 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 College of such Materials; and,
 - (b) warrants the fitness for use of such Materials as contemplated under this Agreement.
22. 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 social media program, the Recruitment Representative must deliver to the College 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.
23. Any exceptions to sections 18 or 19 must be noted in Schedule "A".

SUBCONTRACTING

24. Should the Recruitment Representative sub-contract any portion of the Services, it shall firstly obtain the College's consent to such sub-contracting relationship as well as to the content of the sub-contracting agreement.

NOTICES

25. 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) or by facsimile transmission, to the following addresses:

If to the College:

Corpus Christi College



Strategy and Planning
5935 Iona Drive,
Vancouver, British Columbia
V6T 1J7
Attention: Executive Director, Strategy & Planning

If to the Recruitment Representative:

SIA IMMIGRATION SOLUTIONS INC.
302A-153 Seymour Street, Centennial Building,
Kamloops, BC
V2C 2C7

26. 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.

NATURE OF RELATIONSHIP

27. It is understood that this Agreement does not constitute an employment agreement and that the status of the Recruitment Representative and the Recruitment Representative's officers, employees and agents is that of an independent contractor and not that of an employee or agent of the College. The Recruitment Representative shall not commit the College to any expenditures or obligations to third parties.

INSURANCE

28. The Recruitment Representative:
- (a) acknowledges that the Recruitment Representative is solely responsible for ensuring that the Recruitment Representative has appropriate disability, malpractice and comprehensive general liability insurance coverage; and,
 - (b) releases the College from any obligation or responsibility to provide such coverage.

INDEMNITY

29. The Recruitment Representative indemnifies and saves harmless the College, its officers, employees and agents against any and all liability, loss, damage, cost or expense which the College 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

30. 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 College 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 College under this Agreement based on the Recruitment Representative's invoices and the College's general cheques;

CONFLICT OF INTEREST

31. 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 College and that the College will not be thereby compromised nor suffer loss;
- (b) in the event that the Recruitment Representative, or any of the Recruitment Representative's directors and employees providing the Services, is otherwise an employee of the College:
 - i. the obligations hereunder shall not be undertaken on the College's time or using the College's resources or facilities;
 - ii. the Recruitment Representative, and any of the Recruitment Representative's directors and employees providing the Services, will act in compliance with the College's policy and procedures; and
 - iii. the Recruitment Representative will indemnify and save harmless the College from any financial consequences should it or any of its directors or employees be deemed an employee of the College 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 College; and,
- (d) the Recruitment Representative shall transfer, without altering, all documentation provided to the Recruitment Representative by students in support of applications to the College. The Recruitment Representative shall use all reasonable efforts to determine that the said documentation is true and accurate prior to transferring same to the College.

COLLEGE'S RIGHT

32. The College 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. The College further reserves the right to make the final determination as to the admission of any student recruited by the Recruitment Representative.



LEGAL AND PROFESSIONAL ADVISE

33. 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.
34. The Recruitment Representative hereby confirms that the Recruitment Representative fully appreciates and understands the terms of this Agreement.

GOVERNING LAW AND JURISDICTION

35. This Agreement shall be construed in accordance with the laws of the Province of British Columbia as applied to transactions taking place entirely within British Columbia between British Columbia residents. Any action taken relating to this Agreement shall be commenced in the Courts of British Columbia

ASSIGNMENT

36. 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 College.

SUCCESSORS AND ASSIGNS

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

SURVIVAL

38. Sections 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 29 and 38 survive termination or expiration of this Agreement.

CONDITIONS PRECEDENT

39. Any conditions precedent to this Agreement must be noted by the College in Schedule "A".

INTERPRETATION

40. The preamble forms an integral part of this Agreement.
41. 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.
42. Schedules "A" and "B" form part of this Agreement. To the extent that there is a conflict between the contents of these Articles and the contents of Schedules "A" or "B", the contents of these Articles shall govern. Nothing prevents additional obligations, terms or conditions respecting the Recruitment Representative's provision of the Services being incorporated in the attached Schedules.
43. The parties consent to this Agreement being prepared in the English language and understand that the English version shall be authoritative.

ENTIRE AGREEMENT



44. 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

45. 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

46. 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. Delivery of executed counterparts may be delivered by facsimile transmission.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the date first above written.

Recruitment Representative

Per: Munish Joshi

Name: Mr. Munshi Joshi

Title: Managing Director

Corpus Christi College

Per: Michael W. Higgins

Name: Dr. Michael Higgins

Title: President

Corpus Christi College

Per: Patrick Armstrong

Name: Patrick Armstrong

Director of Finance & Operations



SCHEDULE “A” SERVICES

1. RESPONSIBILITIES OF THE RECRUITMENT REPRESENTATIVE

The Recruitment Representative shall:

- (a) organize all publicity activities relating to the recruitment of students for the University Transfer and/or Associate of Arts programs including advertising, seminars, public notices and prospectuses to be handed out to potential students (the "promotional activities"). The Recruitment Representative shall be solely responsible for all costs relating to the promotional activities. Should the College wish to advance any funds in support of the promotional activities, the Recruitment Representative shall ensure, and provide evidence of the fact, that the funds have been used, or will be used, for the promotional activities;
- (b) ensure that all promotional activities are in the best interests of the College and that they accurately reflect the College's policies and practices and obtain the College's consent to the content of any materials and/or promotional activities prior to dissemination or presentation in any form;
- (c) meet with students to ensure that all students recruited to the College meet the admission requirements, as set out by each program. These requirements shall be provided to the Recruitment Representative by the College;
- (d) explain that final admission decisions are made by the College. The Recruitment Representative shall not represent that it has decision-making authorization in this respect;
- (e) ensure that all students recruited to the College meet the visa requirements of the Canadian Embassy in the Region;
- (f) oversee the collection and remittance of all original application materials, registration and tuition fees to the College for each student recruited to the College prior to any deadlines for submission of such applications and fees to the College, provided that all of the foregoing documentation shall be provided either in English or, where the documentation is not available in English, in official and certified translated form. The Recruitment Representative shall advise students of the refund schedule for each program;
- (g) ensure that all applications for visa requirements (or "study permits") of students admitted to the College are made to the Canadian Embassy in, or for, the regions;
- (h) ensure that all students who are granted visas to Canada have been properly admitted to programs offered by the College and are aware of the departure information for traveling purposes;
- (i) represent itself as a contractor to the College for the purpose of recruiting students as described herein, but not as an employee, branch or office of the College; and,
- (j) report to the College, on a semester basis, as to the promotional activities of the Recruitment Representative and its success in recruiting students to the College;
- (k) report to the College from time to time, at the College's request, on relevant marketing and student recruitment intelligence;



2. RESPONSIBILITIES OF THE COLLEGE

The College shall:

- (a) offer admission to eligible students recruited by the Recruitment Representative;
- (b) provide the Recruitment Representative with all necessary policies, calendars, registration guides, health requirements for students and other information that the Recruitment Representative may reasonably require to provide the Services. In addition, and where available, the College shall provide the Recruitment Representative with posters, photographs and video materials pertaining to the activities of the College. Where possible, as determined by the College, the College may also participate in seminars and public notices held by the Recruitment Representative as part of the promotional activities;
- (c) assist the Recruitment Representative in obtaining visas for students from the Canadian Embassy in the Region by providing the students letters of acceptance;
- (d) admit eligible students recruited by the Recruitment Representative who satisfy all of the prerequisite requirements of the College, as reasonably determined by the College;
- (e) arrange for students to have access to a wide range of supports and services designed to help them succeed in their studies. Orientation information and programs are available for all new students. Students may choose from a variety of housing options including on-campus residences, and off-campus alternatives. Academic advisors provide academic advising regarding such matters as course selection and certificate requirements. Students also have access to a variety of socio-cultural activities offered by the Student Life and Campus Ministry team throughout the year to assist with integration into campus and community life;
- (f) advise, where requested, the Recruitment Representative of the students' progress in their respective programs subject to the students' consent to the release of such information.



SCHEDULE "B"
PAYMENTS

1. The College shall pay the Recruitment Representative for Services in accordance with the following:
 - (a) for the University Transfer program and/or the Associate of Arts degree, fifteen (15) percent of the total tuition fees in accordance with subsection a., b. and section 3. below, for two semesters of the student's program, remitted to the College by the Recruitment Representative in accordance with the terms of this Agreement.
 - (b) The College shall make the foregoing payment after the zero-refund date (as same may be set out by the College from time to time) for the respective program. Tuition fees shall not include the one-time registration fee and other fees related to extra-curricular programming.
2. The College shall make the foregoing payment in accordance with section 5 below. In any case, payment to the Recruitment Representative shall be for the program that the student is initially registered for. Program extensions and enrollment in programs subsequent to the initial registration shall not be included.
3. Student who failed to register in courses for two consecutive semesters after the completion of first semester of registration shall be ineligible for commission.
4. In order to facilitate payment, the Recruitment Representative shall submit an invoice and a list of students to the College in accordance with section 1 above, including:
 - (a) an invoice which includes the following information:
 - a. agency name and contact information;
 - b. a statement that they are invoicing Corpus Christi College, Strategic Planning;
 - c. total being claimed in Canadian dollars;
 - d. banking information to complete the transfer of funds
 - (b) name of the student;
 - (c) student number and birth date;
 - (d) program start and end date;
 - (e) name of program as per initial registration
5. It is important to note that payments will only be made for students whose files include a signed Release form, in the form provided by the College.
6. Notwithstanding, the foregoing, the College shall only make payments for services satisfactorily provided, in the College's discretion, reasonably exercised and ONLY for invoices that have been remitted within the College's current or subsequent fiscal year in which entitlement occur.