

Amended and Restated Educational Consultant Contract #201730

Made effective the 1st day of January, 2021 (the "Effective Date") between:

Sia Immigration Solutions Inc. (the 'Educational Consultant'),

and

The University of Regina ('UR'),

WHEREAS:

- A. UR wants to attract international students to study full-time at its campuses;
- B. The Educational Consultant has demonstrated to the UR that it has the expertise to recruit international students.
- C. UR and the Educational Consultant entered into Contract 201730 effective January 1, 2021 (the "2021 Contract") for the provision of services relating to the recruitment of prospective students;
- D. The Parties wish to amend, renew, supplement and restate the 2021 Contract, as provided for herein, as of the Effective Date;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1.0 PURPOSE OF CONTRACT

The purpose of this Contract, as further described within, shall be for the Educational Consultant to provide international recruitment services, as outlined in Article 8.0, to UR (the "**Services**"). The Services will be directed by, and subject to the approval of, UR International Recruitment & Marketing.

2.0 DEFINITIONS

"**2021 Contract**" has the meaning ascribed in Recital C.

"**Act**" means *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).

"**Courses**" means any UR credit course for which a student can register.

"**Effective Date**" has the meaning ascribed above.

"**Housing Services**" means any UR on-campus living accommodation which a student can apply to live in.

"**Other Fees**" means fees paid by a Student to UR other than the Tuition Fee, including but not limited to student union fees, services fee, recreation and athletic fee, health & dental plan fee, ESL activity fee and application fee, and fees for room and board.

"**Programs**" means the degree granting and, or any other program offered by UR.

"**Prospective Student**" means a person (whether within or outside Canada) who intends to become, or who has taken any steps towards becoming an international student at UR.

"**Service Fee**" has the meaning ascribed in section 9.1.

"**Services**" has the meaning ascribed in Article 1.0.

"**Services Materials**" has the meaning ascribed in section 13.2.

"**Student**" means a person (whether within or outside Canada) who holds a student visa and/or a study permit and is a registered as an international student at UR.

"**Term**" has the meaning ascribed in section 3.1.

“**Trademarks**” has the meaning ascribed in section 5.3.

“**Tuition Fee**” means base tuition fees (per credit hour, per class or per program), international differential if applicable and course fees (per credit hour for undergraduate students). Tuition does not include the Other Fees.

3.0 TERM AND TERMINATION

- 3.1 This Contract shall come into effect on the Effective Date and shall continue until December 31, 2021 (the “**Term**”), unless terminated earlier as outlined in this Article 3.0.
- 3.2 Either party may terminate this Contract if they reasonably believe the other party is in breach of any of its obligations under this Contract by giving notice in writing of the breach to the defaulting party, and request that it be cured. If the party in breach fails to remedy the breach within ten (10) days after the date of written notice, then this Contract may be terminated immediately by notice in writing from the complaining party to the defaulting party.
- 3.3 This Contract may be terminated at any time upon mutual written agreement of both parties.
- 3.4 Upon termination of this Contract the Educational Consultant must:
- 3.4.1 Within thirty (30) days following the date of termination, submit all applications and ensure that all fees owing from all Prospective Students up to the date of termination are paid to UR.
- 3.4.2 Immediately cease to use any advertising, promotional or other material supplied by UR and discard all or destroy such material.
- 3.4.3 Advise all persons dealing with the Educational Consultant pursuant to this Contract that the Educational Consultant has ceased to represent UR at the effective date of termination and that such persons should thereafter communicate directly with UR.
- 3.4.4 Refer all inquiries from Prospective Students relative to UR, received after the effective date of termination, to UR.

4.0 INDEMNITY, REPRESENTATIONS AND WARRANTIES

- 4.1 **Indemnity**
Each Party agrees to defend, indemnify and hold the other Party, its affiliates, successors, assignees and their respective directors, officers, shareholders, employees, students and agents harmless from and against all losses, costs, damages, expenses and liabilities (including reasonable legal fees and court costs) which may be suffered or incurred by the indemnified party or its affiliates or their respective directors, officers, employees, students, or agents arising out of or as a result of or relating in any manner whatsoever to claims in respect of (i) the violation of any law, regulation, or other legal mandate; (ii) the breach of any covenant, condition, warranty, or representation contained in this Contract; (iii) any negligence, gross negligence or criminal, fraudulent or other willful misconduct, whether as a result of an act or omission of the indemnifying party or of any person for whom the indemnifying party is responsible hereunder, including employees, directors, contractors and agents, including any grossly negligent, criminal, fraudulent or dishonest acts; or (iv) the infringement, violation or misappropriation of the intellectual property rights of any person by the use by the indemnified Party of the property of the indemnifying Party.
- 4.2 **Representations and Warranties**
- 4.2.1 The Educational Consultant represents and warrants that (i) it has the authority to enter into and perform the duties and obligations described in this Contract; (ii) it has obtained all necessary licenses and permits to provide the Services; (iii) the entering into of this Contract and the performance of its obligations and duties described in this Contract shall not result in a breach of or constitute a default under any agreement or instrument to which the Educational Consultant is a party; (iv) it will comply with all laws and regulatory requirements which may be applicable to the Services and the performance of its obligations hereunder; and (v) there are no regulatory investigations or inquiries, lawsuits, potential lawsuits, or criminal charges pending which would affect its performance under this Contract.
- 4.2.2 The Educational Consultant represents and warrants to UR that it has the right, power and authority to furnish the Services to UR as provided for in this Contract. Further, the Educational Consultant warrants that, to the best of its knowledge, the provision of the Services does not infringe on any third party's proprietary or other rights that would interfere with UR's use of the Services.
- 4.2.3 UR makes no warranties, express or implied, as to any matter. UR shall not be liable for any direct, consequential, or other damages suffered by the Educational Consultant or any others resulting from the use of the Services.

5.0 PERMITS, LICENCES, NOTICES, LAWS AND RULES

- 5.1 The Educational Consultant shall obtain, pay for, and retain all necessary permits and licenses required for the delivery of the Services, including all applicable taxes.
- 5.2 Each party shall at all times comply, at its own expense, with all applicable laws, regulations and orders of any federal government, provincial government, state government or any department, instrumental or political subdivision thereof and of any international authority relating to or in any way affecting this Contract and performance by either party hereunder.
- 5.3 Subject to the terms and conditions of this Contract, UR hereby grants the Educational Consultant, during the Term: (a) a non-exclusive and revocable license to use, reproduce and display UR's official marks, trademarks and service marks (the “**Trademarks**”) solely for the purposes of performing the Services and in accordance with any guidelines provided to the Educational Consultant from time-to-time; and (b) access to and use of the materials of UR containing the Trademarks accessible online via the UR's URLs. Any goodwill arising from the use of the Trademarks by the Educational Consultant will accrue to UR.

6.0 INDEPENDENT CONTRACTOR AND THIRD PARTY SUB-CONTRACTORS

- 6.1** All of the Educational Consultant's employees providing services to UR under this Contract, shall be deemed employees solely of the Educational Consultant and shall not be deemed for any purposes whatsoever employees, consultants or agents of, acting for, or on behalf of UR. The Educational Consultant shall perform all Services as an independent contractor and shall discharge all its liabilities as such. No acts performed, or representations, whether oral or written, made by the Educational Consultant with respect to third parties, shall be binding on UR.
- 6.2** The Educational Consultant may not sub-contract any portion of the Services, or its obligations under this Contract, without the prior written consent of UR. UR recognizes the use of the Educational Consultant platform by global recruitment partners.
- 6.3** Neither party intends, nor shall anything contained in this Contract be construed, to establish a partnership or relationship of employer and employee or agency relationship or joint venture between the parties.

7.0 SERVICES

- 7.1** The Educational Consultant shall perform the following Services:

7.1.1 Quality Assurance

- At all times, act in an ethical and professional manner in the best interest of the Prospective Students and Students.

7.1.2 Recruitment:

- Market and promote the Programs to Prospective Students, with integrity and accuracy, recruiting students in an honest, ethical and responsible manner.
- The Educational Consultant's consultants will use their knowledge of the region to recruit eligible students for study at UR.
- Assist UR representatives in their dealings with Prospective Students, their parent(s), financial sponsors or any other person before, during and after student recruitment fairs or other recruitment initiatives.
- Undertake only those promotional and marketing activities connected to or making reference to UR that are expressly authorized by UR in writing.

7.1.3 Student Support:

- Assist Students with appropriate aspects of their pre-departure activities such as academic documents, medical clearances, and acquisition of visas.

7.1.4 Provision of Information:

- Provide accurate information to international applicants regarding Canada, its education systems, visitor's visa and study permit application procedures.
- Provide accurate information to international applicants (as shared by UR) regarding UR Programs, admission requirements, application procedures, fee structure, and deadlines.

7.1.5 Administration:

- Advise Prospective Students that when they apply to UR, they must present original transcripts, an application fee, documents, and if necessary, official translated documents of earlier studies, and of other admission requirements as communicated by UR.
- Provide any offer documents received from UR to the Prospective Student within 3 working days of receiving the documents.

7.1.6 Payment of Student and Tuition Fees:

- Inform students that Tuition Fees must be paid by students to UR by the applicable deadline.

7.1.7 Visa Requirements

- Collect the information on the legal or regulatory conditions for visa requirements for international students studying in Canada and any changes to those requirements promptly after becoming aware of any such changes.

- 7.2** The Educational Consultant shall not undertake the following activities:

- Facilitate applications for students who do not comply with visa requirements.
- Commit UR to accept or admit any Prospective Student to UR or a Program or represent to any Prospective Student that they have been accepted or admitted to UR or into a Program.
- Make representations or offer any guarantees to Prospective Students about whether they will be granted a student visa.
- Make any false or misleading comparisons between UR and any other education provider or their Programs.
- Make any inaccurate claims of associations of UR with any other education provider.
- Charge any additional fees to a Prospective Student for their application or admission to UR. The Educational Consultant acknowledges and agrees that in certain high risk situations (e.g. students from countries with high visa refusal rates) the UR may charge a tuition deposit that is then credited to the student's UR account upon successful receipt of the student visa / study permit.
- Subject to section 5.3, use the name or any registered or unregistered mark of UR without prior written consent of UR.
- Provide Prospective Students or recruitment service providers operating in Canada with immigration advice unless officially certified to do so.

- 7.3 The Educational Consultant will not be regarded as having recruited a Student under this Contract unless the Student's application bears the Educational Consultant's name.
- 7.4 No fee will be payable by UR to the Educational Consultant where the Student is recruited through UR's own programs for recruitment of Students both in and outside of Canada.
- 7.5 UR shall:
- Provide the Educational Consultant with sufficient information to enable the Educational Consultant to conduct the Services
 - Duly consider all completed applications for admission to Programs received from Prospective Students, PROVIDED HOWEVER that UR is under no obligation to accept or admit any Prospective Students referred by the Educational Consultant, i.e. UR will have the final authority in deciding eligibility of the students for admission into UR.
- 7.6 In providing the Services, the Educational Consultant shall observe all policies, procedures and regulations of UR made known to it.

8.0 CONFIDENTIALITY AND NON-DISCLOSURE

- 8.1 The Educational Consultant acknowledges that UR is subject to the Act. The Educational Consultant will comply with the Act as it relates to use and disclosure of personal information of Prospective Students and Students and will ensure that the use of such personal information by the Educational Consultant will not result in the breach of any of UR's responsibilities or duties under the Act or any other privacy law.
- 8.2 Information about UR obtained by the Educational Consultant is confidential and must not be disclosed unless authorized by UR. Educational Consultant agrees that it shall maintain in confidence and use only on behalf of UR in furtherance of its contractual duties and obligations, or in the enforcement of the terms of this Contract, any and all information provided to it by UR or developed by Educational Consultant in connection with performance of this Contract. Disclosure outside of this Contract may not occur without express written agreement of UR.
- 8.3 The provisions of this Article 8.0 will survive the expiration or termination of this Contract.

9.0 PAYMENT

- 9.1 UR will pay the Educational Consultant the following fees (collectively, the "**Service Fee**") in respect of each Prospective Student recruited by the Educational Consultant and subsequently registered as a Student with UR:

Category	Fee
English as a Second Language (ESL) students	20% of the Student's Credit Year Tuition Fee (maximum 2 consecutive semesters) charged for registration in ESL as defined in UR's Calendar
Undergraduate students	A flat fee of \$1500.00 per semester (maximum 2 consecutive semesters) charged for registration in Undergraduate Credit Hours as defined in UR's Calendar
Graduate Students	20% of the Student's First Academic Semester Tuition Fee (maximum 1 semester) charged for registration in Graduate Studies as defined in UR's Calendar. This includes all Master, Certificate and PhD programs, and excludes programs within the Kenneth Levene Graduate School of Business.
Kenneth Levene Graduate School of Business (Levene GSB)	A flat fee of \$2750.00 per student (maximum 1 semester) charged for registration as defined in UR's Calendar. This includes all Levene GSB programs
Housing Services	<ul style="list-style-type: none"> • A flat fee of \$500.00 for every Student recruited by the Educational Consultant who enters into and completes an 8 month housing contract with UR commencing in the Fall semester. • A flat fee of \$250.00 for every exchange student commencing studies at UR in the Winter & Spring/Summer semesters recruited by the Educational Consultant who enters into and completes a 4 month housing contract. <p>In each case the fee is payable upon completion of the term of the Student's housing contract.</p>
Customized non-credit and other short-term customized Programs	The fee structure for customized non-credit and other short-term customized Programs will be assessed separately on a case-by- case basis. All logistical aspects, including financial arrangements, will be negotiated and identified in an agreement prior to the commencement of each Program.

In each case, payment of the Services Fee to the Educational Consultant for each Student is conditional upon the Student having paid all of their Tuition Fees and Other Fees to UR in full.

- 9.2 In order to qualify for payment of a Service Fee the Educational Consultant must have its business name on each application form for each Student for each level (ESL, Undergraduate, Graduate and CCE) of entry into UR. If there is no reference to the Educational Consultant on the application, the UR will assess the invoice on a case-by-case basis.
- 9.3 The Service Fee will be paid to the Educational Consultant each semester upon receipt of an original invoice or list of eligible

students recruited by the Educational Consultant on the condition that the total payment of all current semester tuition and fees for the Student's semester has been received and paid in full. Payment of the Services Fee for each Student is conditional on:

9.3.1 The Student being registered in a Program, and remaining registered past the refund period; and

9.3.2 The Student having paid all current semester Tuition Fees and Other Fees in full.

The Service Fee will not be paid to the Educational Consultant before the end of the tuition refund eligibility period for classes each semester.

9.4 Invoices should be sent to:
University of Regina
UR International Recruitment & Marketing
international.recruitment@uregina.ca

9.5 Payments made by UR via Wire Transfer or Direct Deposit shall be issued in accordance with the Educational Consultant's banking details as set out in Appendix A – Authorization for Vendor EFT (Direct Deposit) or Student Commission Wire Transfer Request. Payments issued by cheque will be made payable to the Educational Consultant's name and mailed to the address set out in this Contract.

9.6 The Educational Consultant shall inform UR of any banking detail changes immediately and before future invoices are issued. It is the responsibility of the Educational Consultant to ensure that UR has the correct and updated banking information. The Educational Consultant shall inform the University of Regina of any changes in accordance with Article 11.

9.7 All amounts referred to in this Contract are in Canadian dollars (\$CDN).

10.0 NON- ASSIGNMENT

10.1 Neither party shall assign or otherwise transfer its rights, duties and/or obligations under this Contract, except with the prior written consent of the other party, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be null and void.

10.2 The Educational Consultant will not enter into any sub-contract for any or all of the services herein required without the prior written consent of the UR. UR recognizes the use of the Educational Consultant platform by global recruitment partners.

11.0 CHANGE PROCEDURES AND COMMUNICATION PROCESS

Any changes and amendment(s) to this Contract must be mutually agreed to by UR and the Educational Consultant, and must be provided in writing as an amendment to this Contract. All communications in writing in reference or pursuant to this contract between the parties shall be deemed to have been sufficiently given if delivered to an officer or director of the party to be notified, or if sent by email or Registered mail, Postage prepaid, addressed as follows:

If to the Educational Consultant: Sia Immigration Solutions Inc.
#301 246 2nd Ave.
Kamloops, British Colombia
V2C 2C9
Canada
mj@siaimmigration.com

If to UR: University of Regina
UR International
3737 Wascana Parkway
Regina, Saskatchewan
S4S 0A2
Canada
international.recruitment@uregina.ca

12.0 EDUCATIONAL CONSULTANT'S PERSONNEL

In the event of a sale or a majority interest in the Educational Consultant to a third party or a change to the Contract-related personnel, the Educational Consultant shall advise UR of such change. UR reserves the right to meet with the Educational Consultant to discuss how such changes may affect the performance, terms and conditions of this Contract. If, in the opinion of UR, the changes made by the Educational Consultant have the potential to negatively affect the performance of the Services and/or terms and conditions of this Contract, UR may terminate this Contract (See 5.0).

13.0 INTELLECTUAL PROPERTY RIGHTS

13.1 Any materials provided by UR to the Educational Consultant for use in the provision of the Services shall remain the property of UR and shall be returned or permanently destroyed by the Educational Consultant, without cost to the UR upon request. UR is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.

13.2 Any materials produced or developed by the Educational Consultant and any of the Educational Consultant's officers, employees, or consultants exclusively for UR in the provision of the Services ("**Services Materials**"), and all copyright and other intellectual property rights therein shall be the property of the Educational Consultant, subject to a royalty-free, worldwide, non-exclusive, non-transferable and non-sub licensable license granted to UR by the Educational Consultant in and to the Services Materials, without cost to UR.

14.0 EXTERNAL MARKETING

Subject to section 5.3, the Educational Consultant shall not use the name of UR for any external marketing purposes whatsoever without express written permission from UR. All publications, promotional and otherwise, and all materials naming or referring to UR which the Educational Consultant uses shall firstly be submitted to UR for review and consent.

15.0 SURVIVAL

The rights and obligations contained in all sections of this Contract will survive and continue after any expiration or termination of this Contract and all of the provisions of this contract will bind the parties, their legal representatives, successors, and permitted assigns.

16.0 SUBJECT LAWS

This Contract shall be governed by, and construed and enforced in accordance with, the laws of the Province of Saskatchewan and each of the parties hereby irrevocably agrees that any legal action or proceeding against it with respect to this Contract may be brought in the courts of the Province of Saskatchewan and by execution and delivery hereof each of the parties irrevocably submits to such jurisdiction.

17.0 FORCE MAJEURE

Dates or times by which either party is required to perform under this Contract, excepting the dates for payment of any fees due, shall be postponed automatically if a party is prevented from meeting them by causes beyond its reasonable control, including any acts or omissions of the other party, acts of God, military operation, war, terrorism, civil disobedience, shortage of supplies and raw materials and disruption of transportation facilities. No party will be liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, fire or other disaster, catastrophe or unusual internet delays, outages, or congestion, denial of service attacks, and other "hacker" activity.

18.0 SEVERABILITY

If any provision of this contract is void or unenforceable, the remainder of this contract will remain in full force and will not be terminated.


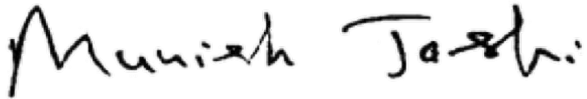
19.0 NON-EXCLUSIVITY

This is a non-exclusive agreement and UR can appoint other educational consultants as it so chooses. Similarly, the Educational Consultant will not be prohibited from providing marketing and student recruitment services to other foreign universities.

[Signature page to follow]

CONTRACT ACCEPTANCE

SIGNED on behalf of the parties by their duly authorized officers:

University of Regina	Sia Immigration Solutions Inc.
	
Yaya Siggins Director, Global Outreach	Munish Joshi Founder and Managing Director
Date: <u>January 28, 2021</u>	Date: <u>21 Dec. 2020</u>

Appendix A.



University
of Regina

Authorization for Vendor EFT (Direct Deposit)

Please send this form back **with Void cheque OR Bank Confirmation**

(Select One)

☐

NEW Vendor

☒

Change in Banking information

☐

NO change in Banking information

Vendor Name exactly as bank account

Sia Immigration Solutions Inc.

Vendor Address

#301 246 2nd Ave, Kamloops BC Canada V2C 2C9

Contact Name for Payment

Sia Immigration Solutions Inc.

Phone Number

+1 7782575508

Fax Number

Email address

mkj@siaimmigration.com

Bank Name

TD Canada Trust

Financial Institution #

004

Transit #

07900

Bank Account #

5224729

Bank Address

500 Notre Dame Drive

City

Kamloops

Postal Code

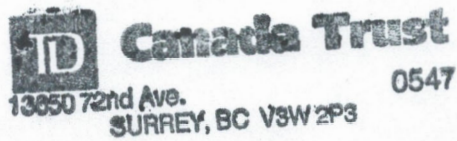
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I hereby authorize the University of Regina to make payment of our invoices to the financial institution indicated above.

Date

12/20/2020

Signature Munish Joshi

Address of Agency Including Pin code	#301 246 2nd Avenue, Kamloops BC, Canada V2C 2C9
Contact Details	
Name	Munish Joshi
Email	accounts@siaimmigration.com
Phone	+1 778 257 5709
Name of Bank	TD CANADA TRUST
Name of Branch	500 NOTRE DAME DRIVE
Address of Branch	500 NOTRE DAME DRIVE, KAMLOOPS, BC, CANADA V2C6T6 
IFSC Code	NA
Swift Code	TDOMCATTOR
Transit No. (Other than Indian Bank)	07900
Branch No.	004
PAN No.	NA
Beneficiary Name	Sia Immigration Solutions Inc.
Beneficiary Account Number	5224729
Currency	CAD