



RESELLER AGREEMENT

BETWEEN:

ILAC International College Ltd. conducting business under ILAC Higher Education and Georgian@ILAC (hereinafter referred to as “Georgian@ILAC”)

AND –

Name: [REDACTED] (hereinafter referred to as the “Reseller”)

WHEREAS Georgian@ILAC is a public educational institution located in Ontario, Canada which provides education and training to international and domestic students;

AND WHEREAS the Reseller is located in [REDACTED] (City, Country), and agrees to provide contracted Liaison Services (the “Services”) to support and enhance Georgian@ILAC’s recruitment of international students to its various campuses in the province of Ontario, as well as other activities as determined by Georgian@ILAC from time to time (as described in Schedule A);

NOW THEREFORE for good and valuable consideration Georgian@ILAC and the Reseller (collectively, the “Parties”) do hereby agree as follows:

SECTION 1– SCHEDULES AND SERVICES

1.1 Schedules

The following schedules form a part of this Agreement:

- Schedule A - Scope of Services
- Schedule B - Legal Status and Identification
- Schedule C – Compensation
- Schedule D - Dispute Resolution
- Schedule E - Banking Information

1.2 Retainer

Georgian@ILAC hereby agrees to retain the Reseller as an independent contractor upon the terms and conditions contained herein, and the Reseller hereby accepts such retainer.

Reseller, Binding Authority INITIALS: [REDACTED]

1.3 Service Representation

During the Term, Georgian@ILAC will be a learning institution in Canada that the Reseller, including its parent or child companies, will represent or provide services to.

1.4 Performance of Services

The Reseller agrees that all Services (as detailed in Schedule A) performed hereunder shall be performed for Georgian@ILAC in a competent, diligent and prudent manner in accordance with the highest professional standards of the industry. The Reseller shall not permit any other party to perform the Services on its behalf, unless that party is listed in Schedule B, along with applicable date and signature, or Georgian@ILAC has otherwise provided prior written approval.

The Reseller's performance of the Services will be quantitatively and qualitatively assessed by Georgian@ILAC including but not limited to the following criteria:

- 1.4.1 Quantity of students recruited and registered at Georgian@ILAC. Assessment of market's competitiveness, performance of other agencies recruiting the country/region, historic data, among others indicators.
- 1.4.2 Permanency of students recruited. Students registered complete their academic program at Georgian@ILAC.
- 1.4.3 Quality of students recruited. Students registered are not involved in misconducts listed on the Student Code of Conduct.
- 1.4.4 Visa Conversion rate. Number of student applications submitted against the number of Visas approved.

The Reseller undertakes and agrees that in the performance of the Services and in its capacity as an independent contractor to Georgian@ILAC, it shall not violate any laws and shall comply in all material respects with all laws, statutes, and regulations of all provincial, federal, and municipal governments and authorities, including all laws governing it as an independent contractor.

For the purpose of performance of the Services, the Reseller will communicate and keep the operations relationship with the "Regional Manager" and/or the "Director" who oversees the Reseller's main market of recruitment. However, if the Reseller performs the Services in more than one region, the operations relationship shall be shared between the Regional Managers responsible for such markets.

The Regional Manager to whom the Service Provider shall communicate is:

[Redacted]

The VP External Development to whom the Service Provider shall communicate is:

[Redacted]

Reseller, Binding Authority INITIALS:

nyosw

[Redacted]

1.5 Tools and Equipment

The Reseller is responsible for providing all tools and equipment required for the performance of the Services, which shall comply with the standards defined in this Agreement. This includes, but is not limited to, a cell phone, computer and internet connection, software programs, and other such tools as are required to enable the Reseller to effectively communicate with Georgian@ILAC and to fulfill its obligations under this Agreement. Georgian@ILAC will not provide any reimbursement of such expenses.

1.6 Training and Georgian@ILAC Materials

Georgian@ILAC shall provide the Reseller with initial orientation training and any ongoing training and information about Georgian@ILAC's current and new recruitment policies, services, and programs.

Georgian@ILAC shall provide all Georgian@ILAC marketing materials ("Georgian@ILAC Materials") to the Reseller to manage and promote Georgian@ILAC in the Region, including view books, calendars, posters, flyers and brochures. Georgian@ILAC shall provide information on the educational exhibitions/fairs and shows in the region on a regular basis.

The Reseller will not promote or market Georgian@ILAC, use Georgian@ILAC's logo's, use material or information other than the Georgian@ILAC Materials without the written and prior consent of Georgian@ILAC. The Reseller shall ensure the use of current Georgian@ILAC Materials and discard Georgian@ILAC Materials that are no longer current.

1.7 Professional Conduct


The Reseller acknowledges and agrees that the effective performance of its duties requires the highest level of integrity from the Reseller and the Reseller must ensure "Professional Conduct" in its relationship with Georgian@ILAC's employees and with all other persons during the Term.

1.7.1 Professional Conduct includes, but is not limited to:

- 1.7.1.1 Communicating with Georgian@ILAC's employees, enrolled students, alumni, and potential students in a respectful and professional manner.
- 1.7.1.2 Responding to inquiries from Georgian@ILAC and student active applications within a reasonable and professional timeframe.
- 1.7.1.3 Showing transparency regarding the student application process, Georgian@ILAC procedures, and programs, among others.
- 1.7.1.4 Supporting or redirecting recruited students' inquiries to Georgian@ILAC for further assistance in case the Reseller is contacted while the student is enrolled.

Georgian@ILAC reserves the right to determine if the Reseller is not carrying out duties in a professional conduct.

The Reseller shall not engage in any inappropriate or unethical recruitment practices (collectively, "Unethical Practices", and each an "Unethical Practice").

Reseller, Binding Authority INITIALS: 

1.7.2 Unethical Practices include, but are not limited to:

- 1.7.2.1 Encouraging or influencing the transfer of an international student, when not in the best interest of the student, enrolled in his or her first semester at one public college in Ontario to another public college in Ontario, where there is no direct benefit to the student.
- 1.7.2.2 Posting messages on a public college's social media website(s) for the purpose of recruiting an international student away from one public college in Ontario to another public college in Ontario.
- 1.7.2.3 Providing financial incentives (e.g. scholarships, awards, commissions, employment or discounts) for an international student enrolled in his or her first semester at a public college in Ontario to transfer to another public college in Ontario.
- 1.7.2.4 Paying a person, including but not limited to another student, to encourage an international student to withdraw within his or her first semester at a public college in Ontario in order to enroll at another public college in Ontario.
- 1.7.2.5 Entering the grounds or premises of a public college in Ontario without permission and attempting to recruit international students to another public college in Ontario.

Georgian@ILAC shall investigate each report of an Unethical Practice as it sees fit and if Georgian@ILAC, within its sole discretion, determines that the Reseller has engaged in an Unethical Practice, Georgian@ILAC shall take corrective action up to and including termination of this Agreement. Georgian@ILAC shall not pay a commission to the Reseller for any student recruited through an Unethical practice.

SECTION 2– TERM

2.1 Term of Agreement

Subject to early termination in accordance with this Section, the Reseller shall perform the Services set forth in Schedule A, pursuant to the terms and conditions set out in this Agreement, commencing [REDACTED] and automatically terminating on [REDACTED] (the "Term"). The Agreement shall terminate upon the expiry of the Term, without any further obligation from Georgian@ILAC to the Reseller.

Although renewal of the Agreement is not implied, the Agreement may be renewed based, but not limited to the assessment of 'Service' performance outlined in Section 1.4, and with the mutual consent, in writing, of Georgian@ILAC and the Reseller.

Georgian@ILAC has the right to change commission rates and the Agreement with a 30 days' notice. Georgian@ILAC has a right to terminate a contract if the Reseller and Georgian@ILAC do not reach an agreement on contract amendment.

2.2 Termination by Either Party without Cause

Notwithstanding Section 2.1 hereof, either party shall have the right to terminate this Agreement

Reseller, Binding Authority INITIALS: 

without cause prior to expiry of the Term, without any further obligation, (save for compliance with Section 5), upon provision of 60 days' written notice (the "Notice Period"), which will be hand delivered, emailed, or sent by registered mail to the last business address on record of the other Party. Said notice shall specify a termination date.

In the event of termination without cause, Georgian@ILAC agrees to pay the eligible commission payments for international students sent by the Reseller prior to the specified termination date (outlined in Schedule C). If the Reseller has any commission claw-backs, or any outstanding debt to Georgian@ILAC, the Reseller will settle all debt upon termination of this Agreement.

2.3 Termination by Georgian@ILAC for Cause

Notwithstanding Section 2.1 hereof, Georgian@ILAC shall have the right to terminate this Agreement for cause prior to expiry of the Term, effective immediately, without any further obligation from Georgian@ILAC to the Reseller, in the following circumstances:

- 2.3.1 if the Reseller engages in unethical or unprofessional activities as detailed in this Agreement;
- 2.3.2 if the Reseller engages in any partnership, business, or other relationship with companies, organizations, or individuals under sanctions of Global Affairs Canada or other Canadian Government Institutions;
- 2.3.3 if the Reseller or one of its parent or child companies is in material breach or material default of any provision of this Agreement as determined by a court of competent jurisdiction;
- 2.3.4 if the Reseller or one of its parent or child companies is convicted of a serious criminal offence such that, in Georgian@ILAC's sole discretion, acting reasonably, it would injure the reputation of Georgian@ILAC to retain the Reseller as a consultant; or
- 2.3.5 if the Reseller or one of its parent or child companies provides Georgian@ILAC with cause for the termination of its retainer at common law as determined by a court of competent jurisdiction.

In the event of termination by Georgian@ILAC for cause, Georgian@ILAC will not pay the eligible commission payments for international students sent by the Reseller prior to the specified termination date (outlined in Schedule C).

SECTION 3 - COMPENSATION FOR SERVICES

3.1 Fees for Services

The Reseller commission will be entitled to fees as outlined in Schedule C of this Agreement.

3.2 Expenses

All expenses in connection with the Reseller's performance of this Agreement including but not

Reseller, Binding Authority INITIALS: 

limited to travel, automobile, salaries, and supplies shall be borne by the Reseller and the Reseller shall be solely responsible for the payment thereof.

3.3 Benefits

The Reseller is not eligible to participate in Georgian@ILAC's benefits program or vacation policies. The Reseller agrees to seek such benefits coverages they deem appropriate from a benefits provider of their choice, as Georgian@ILAC has no obligation to provide such coverages.

3.4 Beneficiary

Payments to the Reseller cannot be made to a third party. The Reseller's legal name and beneficiary name must match. If the Reseller requests a payment to the beneficiary which name does not match the Reseller's legal name, Georgian@ILAC has a right to request the Reseller documents, which prove that:

- 3.4.1 beneficiary is a part of the entire group of companies with the Reseller;
- 3.4.2 beneficiary is a parent or child company of the Reseller;
- 3.4.3 in case the Reseller is Individual/Sole Proprietorship, that the Reseller is the actual owner of company; and
- 3.4.4 other necessary documents, including documents to identify a beneficiary.

If the Reseller does not provide all required documents, Georgian@ILAC is not obligated to process a payment.

3.5 Taxes and Other Financial Liabilities

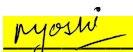
Georgian@ILAC is not obligated to pay any taxes, government fees, or any other fees including bank or exchange rate fees related to Reseller operations or transactions between Georgian@ILAC and Reseller.

The Reseller accepts responsibility for paying all applicable payments under any government legislation with respect to the Services and agrees to indemnify and save Georgian@ILAC if it fails to do so.

SECTION 4 – REPRESENTATIONS AND WARRANTIES

4.1 The Reseller represents and warrants that:

- 4.1.1 it has the legal authority to execute this Agreement;
- 4.1.2 it is in good standing with all relevant authorities including, but not limited to government and law enforcement agencies;

Reseller, Binding Authority INITIALS: 

- 4.1.3 it has provided true and valid copies of all original documents detailed in Schedule B and certified copies of translations into English of those documents, verified by a translator, as required by this Agreement;
- 4.1.4 neither it, nor any agents or related companies, have any partnership, business or other relationships with companies, organizations or individuals under sanctions of Global Affairs Canada or other Canadian Government Institutions;
- 4.1.5 neither it, nor any agents or related companies, have any affiliation with entities that have been deemed to be conducting illegal transactions; and
- 4.1.6 all representations, warranties, covenants, and limitations of liability in this Agreement shall continue in force after the termination of this Agreement.

SECTION 5 – COVENANTS OF SERVICE PROVIDER

5.1 Confidentiality

“Confidential Information” means all non-trade secret, non-public and all proprietary information or trade information relating to Georgian@ILAC, its business, customers, clients, Agencies, Service Providers, students and employees, including, but not limited to, the details of this Agreement, information concerning the marketing programs or strategies of Georgian@ILAC, and all confidential information of third persons which Georgian@ILAC is bound to keep confidential by applicable Contracts or Law. The term “Confidential Information” shall not be deemed to include any information that (i) is or becomes a matter of general public knowledge through no fault of the Reseller or any of their affiliates including parent or child companies (“Affiliates”), or (ii) is rightfully received by the Reseller or any of their Affiliates from a third party without violation of any duty of confidentiality or secrecy relating to the information so disclosed.

The Reseller acknowledges and agrees that in the course of its retainer with Georgian@ILAC, it will acquire or create Confidential Information. The Reseller acknowledges and agrees that any disclosure of Confidential Information to competitors, suppliers, customers of Georgian@ILAC, or to the general public may be highly detrimental to the interests of Georgian@ILAC. Therefore, the Reseller agrees that it shall hold in strict confidence and not disclose or use, for its own or any other purpose, any Confidential Information save and except in connection with the proper discharge of the Services.

5.2 Ownership of Georgian@ILAC Materials

The Reseller acknowledges and agrees that the Georgian@ILAC Materials belong exclusively to Georgian@ILAC. The Reseller agrees to deliver the Georgian@ILAC Materials, plus any copies, extracts and summaries thereof, promptly to Georgian@ILAC upon the termination of its retainer for any reason whatsoever, or upon request by Georgian@ILAC.

5.3 Assignment of Developments

“Developments” includes, without limitation, copyright works, trademarks, trade names, industrial designs, patents, patent applications, re-issues, continuations, continuations in part, divisionals,

renewals, developments, ideas, plans, methodologies, designs, research data, trade secrets, Confidential Information and technology.

The Reseller hereby irrevocably agrees to assign and transfer exclusively to Georgian@ILAC by virtue of the retainer, any and all of their right, title and interest in and to, in all countries in the world, any and all Developments together with the goodwill related to all trademarks, and all patents, applications, reissues, continuations, continuations in part, or divisional applications for any patent and any other intellectual property in any Development that it has solely or jointly authored, created, conceived, developed or reduced to practice. The Reseller agrees not to apply for any intellectual property rights for any Developments and agrees not to oppose, contest or seek to invalidate any registration of such rights by Georgian@ILAC.

5.4 Waiver of Moral Rights

The Reseller waives in whole any moral right, or similar right, which it may have in any Development or in any part or parts thereof, to the extent that they cannot be assigned to Georgian@ILAC pursuant to Section 5.3.

5.5 Obligation to Disclose

The Reseller agrees to make full disclosure to Georgian@ILAC of all Developments and to do all necessary to make Georgian@ILAC the owner of such Developments. The Reseller agrees that it shall not be entitled to any additional remuneration for any Developments beyond the remuneration described in Schedule C of this Agreement, with exception of special projects that are treated as separate from remuneration outlined in Schedule C.

5.6 Further Assurances

The Reseller agrees to do whatever is necessary to enable Georgian@ILAC to apply for and secure copyright or patent protection for the Developments in Canada and elsewhere. The Reseller further agrees that the Reseller shall at all times co-operate with Georgian@ILAC in the prosecution or defence of any lawsuit or proceeding in connection with any copyright or patent or application of Georgian@ILAC, even if its retainer with Georgian@ILAC is terminated.

5.7 Other Covenants

The Reseller covenants and agrees that:

- 5.7.1 any agent(s) it engages to perform the Services shall have the necessary qualifications to carry out all contractual obligations pursuant to this Agreement and shall provide proof satisfactory to Georgian@ILAC upon request;
- 5.7.2 this Agreement, all Georgian@ILAC procedures, all Ontario Government Directives and Canadian Law shall be applicable to any agent(s) the Reseller may engage to perform the Services;

Reseller, Binding Authority INITIALS: 

- 5.7.3 if the Reseller is a part of company or organization, or is in a group with other companies or organizations and has common owners and final beneficiaries, all entities meet all financial, reputational, and other requirements and limitations of this Agreement, Georgian@ILAC procedures, Ontario Government Directives and Canadian Law;
- 5.7.4 it shall obtain prior written consent to use the Georgian@ILAC logo or Georgian@ILAC trademarks, with the exception of the Reseller's distribution of the Georgian@ILAC Materials;
- 5.7.5 all promotional and professional communications and presentations require Georgian@ILAC's prior approval;
- 5.7.6 it shall not collect and/or transfer any tuition fee or other payment on behalf of a student without prior written approval from Georgian@ILAC;
- 5.7.7 it shall not receive any direct or indirect benefit, financial or otherwise, from any party who has an agreement with Georgian@ILAC, with exception to other sanctioned agreements in which the Reseller may be directly involved.
- 5.7.8 it shall not partner with any parties which have an agreement with Georgian@ILAC without prior written approval from Georgian@ILAC.

5.8 Covenants to Survive

The covenants of the Reseller set forth in Section 5 shall survive the termination of this Agreement and shall continue in accordance with their terms.

SECTION 6 – INDEPENDENT CONTRACTOR STATUS

6.1 Reseller not an Employee

The Reseller shall provide the Services as an independent contractor, and nothing in this Agreement shall be construed to create a relationship of employee and employer. The Reseller shall not be entitled to receive any remuneration, rights, or benefits from Georgian@ILAC other than as set forth in this Agreement. Georgian@ILAC shall not be required to deduct or remit to any governmental authority in respect of the Reseller any amounts, including those relating to provincial and federal income taxes, employment insurance, Canada Pension Plan, Employer Health Tax, workers' compensation and other similar levies in respect of this Agreement. The Reseller shall be solely responsible for satisfying all such government obligations.

6.2 Independence of Action

The Parties acknowledge and agree that Georgian@ILAC is not a partner or joint venturer with the Reseller, and nothing herein shall be construed so as:

- 6.2.1 to make Georgian@ILAC a partner or joint venturer with the Reseller;

- 6.2.2 to make the Reseller an employee or agent of Georgian@ILAC; or
- 6.2.3 to impose any liability as partner, joint venturer, employee, principal, or agent of Georgian@ILAC with respect to the engagement of the Reseller by Georgian@ILAC and the performance of the Services hereunder.

6.3 Reseller shall not Contract on behalf of Company

The Reseller shall have no authority to act, or to hold the Reseller out, as agent of Georgian@ILAC. The Reseller shall not, without the prior written consent of Georgian@ILAC, enter into any contract or commitment in the name of or on behalf of Georgian@ILAC or bind Georgian@ILAC in any respect whatsoever.

6.4 Reseller Third-Party Agreements

Agreements entered into by the Reseller with potential, current and former students (“Georgian@ILAC Student”) and other third-parties are between the Reseller and the respective third party (collectively “Third-Party Agreements”). Georgian@ILAC has no control over Third-Party Agreements with the Reseller. Accordingly, Georgian@ILAC has no obligation whatsoever, expressed or implied, with any agreements between the Reseller and the Georgian@ILAC Student or any third-party. Georgian@ILAC therefore does not bear any responsibility for amounts withheld, deducted, or the Georgian@ILAC refund method. Reseller acknowledges and agrees that Georgian@ILAC will determine the best method for student refund processing.

SECTION 7 – GENERAL

7.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing or with agreed electronic form, and duly executed by authorized representatives of both Parties.

Georgian@ILAC and the Reseller agree that the Agreement, its appendices, and changes to them, can be signed by handwritten or electronic signature.

7.2 Authoritative Version

The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation(s) of this Agreement, the English version shall govern.

7.3 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

Reseller, Binding Authority INITIALS: 

7.4 Currency

Unless otherwise specified, all references herein to currency shall be references to currency of Canada (CAD).

7.5 Dispute Resolution

The Parties consent to the arbitration process detailed in Schedule D.

7.6 Benefit & Binding

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Parties hereto, as applicable.

7.7 Conflicts of Interest

The Reseller declares that no employee of Georgian@ILAC has or will have any interest, directly or indirectly, as a contracting party, employee, or otherwise in the Services, products, materials, supplies or equipment, or other business to which the Reseller's Services relates to, or in any of the monetary compensation to be derived from this same work, services, products, materials, supplies or equipment.

7.8 Amendments & Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

7.9 Assignment

This Agreement is not assignable by the Reseller, in whole or in part, without the prior written consent of Georgian@ILAC. Georgian@ILAC may assign this Agreement at any time without notice or the Reseller's consent.

7.10 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

7.11 Indemnity

The Reseller shall indemnify and save Georgian@ILAC, its directors, officers, members, employees, and agents harmless from and against:

- 7.11.1 all claims, demands, actions, causes of action, losses, expenses, cost of damages, and liabilities of every nature and kind whatsoever which Georgian@ILAC or its directors, officers, members, employees, or agents may suffer or incur as a result of, in respect of

Reseller, Binding Authority INITIALS: 

or arising out of any non-fulfilment of any covenant or agreement on the part of the Reseller under this Agreement or any negligence or other tortious act committed by the Reseller in the performance of this Agreement; and

- 7.11.2 all costs, claims, penalties, or demands made or imposed by any governmental authority, including without limitation the Canada Customs and Revenue Reseller, with respect to any sum which such authority asserts ought to have been withheld, remitted, or paid to or by Georgian@ILAC with respect to the sums payable by Georgian@ILAC to the Reseller hereunder.

7.12 Force Majeure

The Parties to this Agreement shall not be held responsible to the others for non-performance or delay in performance occasioned by any causes beyond its reasonable control including, without limitation, acts of civil or military authority, World Health Organization alerts, epidemic, obeying a government act, strikes, wars, lockouts, embargoes, insurrections, terrorism, acts of God, or acts of governmental authority. [Do we want to insert “epidemic”. “obeying a government act order of a court or public authority that restricts the operation of the business”, “telecommunications or power failure”]

7.13 Notices and Communication

Any notice, request, demand, or other communication (the “Notice”) to be given in connection with this Agreement shall be given in writing on a business day and may be given by personal delivery, registered mail, facsimile, or email addressed to the recipient as follows:

To Georgian@ILAC:

Georgian@ILAC
920 Yonge Street, 4th Floor
Toronto, Ontario
M4W 3 C7
Attn: Georgian at ILAC

Tel: 416 961 5151

Email: General inquiries and admissions
Georgian@ILAC.com

Email: Agent and Service Provider’s agreements
Georgian@ILAC.com

Email: Agent and Service Provider’s fees
Georgian@ILAC.com

7.14

To the Reseller: Reseller Full Legal Name: _____
 MAILING ADDRESS: _____
 City: _____
 Country : _____
 Phone number: _____

Email: Agreements
Email: Fees

or such other mailing or email address as may be designated by Notice by any Party to the other. Any Notice given by personal delivery or mail shall be deemed to have been received on the day of actual delivery. Any Notice transmitted by email before 3:00 p.m. on a business day, shall be deemed to have been received on that business day, or if transmitted by email after 3:00 p.m. on a business day, shall be deemed to have been received on the next business day after transmittal.

Both Parties agree to provide limited access, with appropriate security and organizational measures to protect privacy and confidentiality, for communications between Georgian@ILAC College and the Reseller.

Reseller, Binding Authority INITIALS: ryow

This Agreement shall be binding upon and shall inure to the benefit of Georgian@ILAC and the Reseller, and their successors, and permitted assigns.

The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect. The Parties have executed this Agreement as of the [REDACTED] day of [REDACTED], 2021.

For ILAC International College (dba Georgian@ILAC)

Per:


[REDACTED]

Date:

[REDACTED]

Name: Magda Link

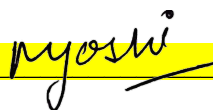
Position: Vice President External development

I have authority to bind Georgian@ILAC

For

[REDACTED]

Per:


[REDACTED]

Date:

[REDACTED]

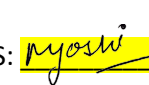
Name:

[REDACTED]

Position:

[REDACTED]

I have authority to bind the Corporation/Partnership.

Reseller, Binding Authority INITIALS: 

SCHEDULE A: Scope of Services

The Reseller shall provide the following services (the “Services”):

- A.1 Provide representation for Georgian@ILAC for the purpose of student recruitment by:
 - A.1.1 developing and promoting Georgian@ILAC’s brand in the countries listed in Schedule C;
 - A.1.2 conducting outreach sessions in schools;
 - A.1.3 representing Georgian@ILAC at education fairs and other recruitment events;
 - A.1.4 engaging Georgian@ILAC alumni and stakeholders in the countries listed in Schedule C;
 - A.1.5 assisting Georgian@ILAC in designing promotional materials targeted to the market within the countries listed in Schedule C .
- A.2 Provide support and advice to Georgian@ILAC’s direct/indirect applicants by:
 - A.2.1 responding to inquiries through the e-mail id. and contact number;
 - A.2.2 meeting with applicants and their parents to provide information and advice; and
 - A.2.3 following up with applicants to promote the conversion of applicants to enrolments.
- A.3 Provide support to application and admissions processing by:
 - A.3.1 providing pre-admission counselling to ensure that students apply to programs that are commensurate with their academic potential and career goals;
 - A.3.2 requesting submission of additional or corrected information/documents required for application processing;
 - A.3.3 compiling application data and forwarding to Georgian@ILAC for admission decisions; and
 - A.3.4 following-up with admitted students and their agents to encourage acceptance of offers.
- A.4 Provide support for students’ travel to, and settlement in Canada by:
 - A.4.1 providing information and advice on travel and accommodation options;
 - A.4.2 providing arrival and orientation materials and assistance; and
 - A.4.3 conducting pre-departure orientation sessions in major cities.
- A.5 Provide support to Georgian@ILAC’s activities in the countries listed in Schedule C by:
 - A.5.1 analyzing and reporting on market trends;
 - A.5.2 documenting processes and suggesting improvements to achieve desired results;
 - A.5.3 providing logistical support and arranging meetings for Georgian@ILAC’s personnel during their visits to the countries listed in Schedule C; and
- A.6 Provide support to Georgian@ILAC’s branding activities by:
 - A.6.1 organizing events/workshops/seminars to strengthen Georgian@ILAC’s brand;
 - A.6.2 using Social Media to engage students and strengthen the brand of Georgian@ILAC.

SCHEDULE B: Legal Status and Identification

The Service Provider identifies that they are operating for the purposes of this Agreement as a (single selection):

- ☐ Sole Proprietorship
☐ Partnership
☐ Corporation

- ☐ Nonprofit Corporation
☐ Other: _____

Under the following credentials:

Corporate or Partnership Identification (if operating as a Corporation or Partnership)

FULL LEGAL NAME OF CORPORATION/PARTNERSHIP	
DATE OF INCORPORATION	
LOCATION OF INCORPORATION	
BUSINESS LICENCE NUMBER	
MAILING ADDRESS	
OPERATING ADDRESS (if different from above)	
BINDING AUTHORITY'S NAME (Please complete "Personal Identification" below for this individual)	

Personal Identification (for Binding Authority for Corporation or Partnership / Individual Sole Proprietorship)

FULL LEGAL NAME	
POSITION/TITLE	
DATE OF BIRTH	
BIRTH PLACE	
PHOTO ID#	
MAILING ADDRESS	
EMAIL	

Reseller, Binding Authority INITIALS:

nyoshi

To indicate additional Authorized Representatives who may be working on your behalf to perform the Services beyond the primary point of contact, please provide information below.

Other Authorized Representatives

Full Legal Name	Date of Birth	Relation to Service Provider	Photo ID or Business Number	Mail address	Signature of Party

Required Supplementary Documentation

The Reseller shall provide the following documentation:

- Reseller Information Form (AIF) signed by the Binding Authority and Authorized Representatives.
- Copy of Business Registration/Master Business Licence.
- Copy of Articles of Incorporation/Certificate of Incorporation (if applicable).
- Copy of photo ID for the Binding Authority and Authorized Representatives stated in Schedule B. (only for Sole Proprietorship/Partnership)
- SIN/Tax Identification Number (or analog) for the Binding Authority and Authorized Representatives stated in Schedule B. (only for Sole Proprietorship/Partnership)

Reseller, Binding Authority INITIALS: nyoshi

Compensation

C.1 Commission Payments

- C.1.1 The Reseller shall be paid a commission calculated as a flat amount or a percentage of base tuition, based on residency of the student at the point of application, paid to Georgian@ILAC by any registered international student recruited by the Reseller during the term of the Agreement. Commission flat rate amount or percentage of base commission shall be inclusive of any sales or use taxes including GST or HST as applicable.
- C.1.2 Student counts are assessed on an academic Term-by-Term or Contract Term basis, and are based on the number of first-semester students registered and eligible for commission that Term. The student must remain in a full-time registered status past the end of the drop and add period for that semester.
- C.1.3 Commission is calculated and paid twice a semester, as follows:
- C.1.3.1 After the last day to add, drop or withdraw for each academic term (fall, winter, and summer).
 - C.1.3.2 After the last day to add, drop or withdraw for each EAP/ESL second academic term (middle fall, middle winter, and middle summer).
- C.1.4 If the Reseller fails to provide updated banking information, or if the payment bounces back due to incorrect banking information provided by the Reseller in Schedule E or any authorized Wire Form received, or if a student clears a balance owing on account after any of the commission calculation cycles listed above, such commission will be assessed on the next cycle and any banking charges incurred by Georgian@ILAC will be deducted from the commission payable.
- C.1.5 Commission is paid for the first full-time year of a Post-Secondary Program or Graduate Program to a maximum of 2 semesters or 2 payments,
- C.1.6 For customized programs, Georgian@ILAC reserves the right to negotiate for commission in the event that the program proposed does not deliver any profit generation to the College. Commission for customized programs is paid upon completion of the signed Agreement.

Commission percent payable is See attached schedule

C.1.6.1 Students with residency in countries not listed in section C.1.8 will be payable at 15 percent unless otherwise negotiated with the Regional Manager.

SCHEDULE D: Commission percent payable is See attached schedule

- D.1.1 Program Changes will not be eligible for commission payment unless;
 - D.1.1.1 the student remains registered in his/her first full-time academic year at Georgian@ILAC, and;
 - D.1.1.2 the Reseller is linked to the student at the moment of the Program Change request.
- D.1.2 Should the Reseller be eligible for commission, the maximum number of payments to the Reseller for a specific international student recruited shall not exceed the conditions outlined in section C.1.5 and C.1.6.
- D.1.3 Second Program will be eligible for commission payment only if at least one of the following conditions is met: [Please review and determine whether section needs to deleted?]
 - D.1.3.1 The student progresses from the EAP program to a Post-Secondary or Graduate Program through the Reseller.
 - D.1.3.2 The student applied for 2 programs when the application submitted by the Reseller is processed by Georgian@ILAC, and both Letters of Acceptance are issued accordingly.
 - D.1.3.3 The Reseller assisted the student on his/her new application Post-Secondary. Georgian@ILAC has the right to request proof of communication to assess eligibility under this condition.
- D.1.4 Reseller Change requests will be accepted until the first student application submitted is processed in the International Application System (OCAS) and a Letter of Acceptance has been issued. Reseller change requests submitted after the completion of the process mentioned above, including students who opt to change agencies for their subsequent semesters, will be assessed on a case-by-case basis, and only if they are due to a Professional Conduct breach incurred by the Reseller.
- D.1.5 All Reseller change requests will require a Georgian@ILAC Reseller Change Request Form signed and sent by the student with written documentation outlining the reasons for Reseller change.
- D.1.6 Commission shall be payable to the Reseller when the related tuition and all ancillary fees have been paid in full by such recruited international student and student is registered in the program, and no longer entitled to tuition refunds for the semester.

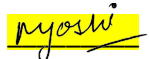
Reseller, Binding Authority INITIALS: nyosw

The Reseller will be entitled for further commissions if conditions outlined in Section C.1.2 are met.

- D.1.7 If the Reseller has children, parent, branches or subsidiary companies, commission will be paid to such entity linked to the student's residency at the moment of application. If proper payment information has not been provided by the Reseller, commission will be paid to the banking information stated in Schedule E of this Agreement.
- D.1.8 Services provided hereunder by the Reseller within Canada may be subject to the Harmonized Sales Tax (HST) or other sales or use taxes. The commission amount specified in this Section C is inclusive of HST and any other sales or use taxes.
- D.1.9 Any payments will be made in CAD equivalent of the currency selected from the list of available payment currencies in Schedule E. The exchange rate used will be determined by the rate provided to us by our payment services provider on the date of payment processing.
- D.1.10 Base Tuition amounts for Post-Secondary and Graduate programs are posted at: <https://www.Georgian@ILACcollege.ca/finance-and-fees/tuition-related-fees/tab/tuition-and-fees/>

D.2 Claw-back Fees

- D.2.1 Notwithstanding any other provisions in this Agreement to the contrary, any compensation paid to the Reseller pursuant to this Agreement, which is subject to recovery, will be subject to claw-backs. Compensation subject to claw-backs includes but it is not limited to:
 - D.2.1.1 Commission paid for a student not recruited by the Reseller, or;
 - D.2.1.2 Commission paid for a student not eligible for commission, according to section C.1.
- D.2.2 If the Agreement has not been terminated and the Reseller is within the Term, any claw-backs will be applied to subsequent commission payments, as outlined in section C.1.3.
 - D.2.2.1 If the Reseller is not entitled to/or does not have a sufficient payable commission amount on the subsequent commission payment, the Reseller shall transfer the claw-back funds back to Georgian@ILAC within thirty [30] days from the payment cycle outlined in section C.2.2.
- D.2.3 If the Agreement is being terminated according to section C.2.2 or C.2.3, any commission claw-backs, or any outstanding debt to Georgian@ILAC, will be settled in full, within thirty [30] days, by the Reseller upon termination of this Agreement.

Reseller, Binding Authority INITIALS: 

SCHEDULE C: Dispute Resolution

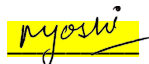
The Parties shall make every effort to resolve any disputes they may have relating to this Agreement amicably. In the event that they are unable to do so, any and all claims in any way relating to or arising from this Agreement shall be referred to binding arbitration before a single arbitrator. The arbitrator shall be appointed by agreement between the Parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Toronto Region, upon the application of any of the said Parties and a Judge of the Ontario Superior Court of Justice sitting in the Toronto Region shall be entitled to act as such arbitrator, if he/she so desires. The procedure to be followed shall be agreed by the Parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitrations Act* (Ontario), S.O. 1991, c. 17. The arbitrator shall have the power to proceed with the arbitration and to deliver his/her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the arbitrator, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The cost of arbitration shall be borne equally between the Reseller and Georgian@ILAC.

SCHEDULE E: Banking and Payment Information

E.1 Banking Information

SECTION A: DESTINATION BANK INFORMATION	
Bank Account Number:	
Bank Swift Code:	
Transit Number, and Institution Number (Canadian banks only):	
IBAN (if required):	
ABA (USA banks only):	
IFSC (Indian banks only):	
CLABE (Mexican banks only):	
NIT/CC (Colombian banks only):	
CPF/CNPJ (Brazilian banks only):	
BSB (Australian banks only):	
Additional Account Details (if required):	
Account Currency: * local currency preferred instead of CAD or USD	
SECTION B: BENEFICIARY INFORMATION (exactly as registered with the bank)	
Beneficiary Name:	
Beneficiary Phone Number:	
Beneficiary Address:	
Beneficiary City, Province/State:	
Beneficiary Country:	
Beneficiary Postal Code:	

- E.1.1 Payments will be processed in Canadian Dollars (CAD). If Reseller receives the payment at its bank or other financial institution in a currency other than CAD, Georgian@ILAC will not bear any responsibility regarding higher exchange rates experienced during the commission payment.

Reseller, Binding Authority INITIALS: 

E.2 Updated Banking Information and Bounced Payments

- E.2.1 At any time, if there is a change to the banking information in section E.1, it is the responsibility of the Reseller to contact Georgian@ILAC with renewed banking information. At such point, Georgian@ILAC will provide a wire information form to be completed and signed by the Reseller in order to update the payment information in our database. The Binding Authority stated in Schedule B must sign this form.
- E.2.2 A failure of the Reseller to submit updated banking information that results in an unsuccessful payment attempt will result in a \$60.00 CAD charge to the Reseller for each bounced payment.

Reseller, Binding Authority INITIALS: 

Commission Structure For Agents

Agent: _____

Country or Region: _____

Regional Manager: _____

Commission structure according to the following Band Criteria listed for Post-Secondary Programs.

Commission Rates – Post Secondary Programs			
Band Criteria	Commission Rate Term 1 (%)	Flat Commission (\$)	Student Count by
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Commission structure for ESL Programs.

Commission Rates – ESL Programs	
Commission Rate (%)	Student Count by
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For Internal Use Only

Comments