



Focus College Abbotsford

AGENT AGREEMENT

Between

**Focus College Ltd. Abbotsford Branch
(FC Abbotsford)**

and

Agent Name

Manpreet Joshi

WHEREAS **FC ABBOTSFORD** is a designated post-secondary private career college in the province of British Columbia, Canada.

AND WHEREAS **Agent** is in the business of recruiting students for enrolment into post-secondary institutions.

AND WHEREAS **FC ABBOTSFORD** would like to utilize the recruiting services provided by **Agent**.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

CONSIDERATION

Subject to the terms and conditions of this Agreement, **Agent** agrees to provide **FC ABBOTSFORD** with Student Recruitment Services in exchange for the applicable fees and commissions as set form in the attached Schedule A (the “Fee Schedule”) and any supplemental Fee Schedules as mutually agreed by the Parties in writing from time to time (collectively, the “Fees”).

OBLIGATIONS

FC ABBOTSFORD and **Agent** hereby agree to the following:

- **Agent** will introduce and recruit students to **FC ABBOTSFORD** for its programs.
- To abide by all local and international laws and regulations applicable to post-secondary educational institutions.
- Not to recruit students for any illegal purposes.
- It is the responsibility of **Agent** to check and verify the authenticity of original transcripts, certificates and other relevant documentation of students before forwarding them to **FC ABBOTSFORD**.
- **Agent** is to review and be familiar with the Focus Enrolment Application. See Schedule C.
- Upon signing this agreement, **Agent** is accepting the responsibility of submitting the tuition fee and application fee payments to **FC ABBOTSFORD** for their students and all students through their subagents.
- **Agent** will provide a copy of the approved visa to **FC ABBOTSFORD** within 72 hours of receipt of such.
- In the case of student visa refusal, **Agent** will provide the refusal copy to **FC ABBOTSFORD** within 72 hours of receipt. **FC ABBOTSFORD** will refund the student’s tuition fee paid to **FC ABBOTSFORD** within 30 days of receiving the visa refusal letter and completed FC ABBOTSFORD refund form from **Agent**.
- **Agent** is not authorized to issue any letters on behalf of **FC ABBOTSFORD**
- It is the responsibility of **Agent** to advertise FC ABBOTSFORD’s programs to their target audiences. **FC ABBOTSFORD** will support **Agent** by providing digital marketing material and participating in the seminars arranged by **Agent** whenever possible.
- It is expressly stated and understood that **Agent** is acting in its sole role as a recruiter and is entirely an independent contractor. At no time will **Agent** represent itself as an employee of **FC ABBOTSFORD**.
- **Agent** shall not engage in any fraudulent or unlawful activity or act beyond the terms of this agreement. Failure to comply can lead to immediate termination.
- The agent confirms that the agent or any of its associates will not solicit any of Focus College’s students to go to another institution. If the agent or its associates found to be involved in any such kind of activity, FC ABBOTSFORD is authorized to take legal action against the agent as well as recover its losses from the agent.

NON-EXCLUSIVITY

This Agreement forms a non-exclusive relationship between the Parties. Nothing in this Agreement limits **FC ABBOTSFORD**’s ability to host, distribute or otherwise make available any courses or other content obtained from third parties.

TERM AND TERMINATION

The term of this Agreement commences on the date this Agreement is signed by both the parties. The Initial One Year Term shall be reviewed on an annual basis and renewed for successive one (1) year terms (each a “Renewal Term”) at the discretion of FC. Any termination or expiration of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiration. Upon termination or expiration of this Agreement for whatever reason, **Agent** will immediately deliver up any materials and any confidential and proprietary information which it has no contractual right to retain. In addition to the above:

- (a) **FC ABBOTSFORD** may terminate this Agreement if the **Agent** breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach within five (5) days of receipt of notice from **FC ABBOTSFORD**;
- (b) **FC ABBOTSFORD** may terminate this Agreement immediately upon written notice if **Agent** makes an assignment for the benefit of its creditors or becomes bankrupt, or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against Agent, or any action whatsoever, legislative or otherwise be taken to effect Agent's winding up, dissolution, suspension of operations or liquidation;
- (c) **FC ABBOTSFORD** or **Agent** may terminate this agreement without cause by providing 90 days' notice in writing.
- (d) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement for any reason:
 - (i) All unpaid amounts due in respect of the terminated services up to and including the effective date of termination shall, at **FC ABBOTSFORD's** option, become immediately due and payable; and
 - (ii) Any termination will be without prejudice to the accrued rights and liabilities of either party arising prior to the termination of this Agreement. The termination will not affect the coming into force or the continuation in force of any term which is expressly or by implication intended to come into or continue in force after any termination.

SUB-CONTRACTING

Agent can appoint its sub-agents to refer students to **FC ABBOTSFORD**, however **Agent** will be solely responsible to **FC ABBOTSFORD** for all the actions of its sub-agents. If **FC ABBOTSFORD** finds that any sub-agent has submitted fraudulent documents, the **Agent** will be held responsible and will be at risk of having their contract terminated. It will be **Agent's** responsibility to make sure the payments of all fees to **FC ABBOTSFORD** are paid on time.

CONFIDENTIALITY

FC ABBOTSFORD and **Agent** hereby agree to the following:

- (a) *Parties' Obligations.* Each of the Parties agrees to maintain in confidence any non-public information of the other Party, whether written or otherwise, disclosed by the other Party in the course of performance of this Agreement ("Confidential Information"). The Parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties' respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.
- (b) *Exclusions.* Confidential Information shall not include any information that is:
 - (i) already known to the receiving Party at the time of the disclosure.
 - (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party.

SCHEDULE A

FINANCIAL ARRANGEMENTS & COMMISSION STRUCTURE

- Agent shall inform its referrals (students) and sub-agents about the following:
 - Application Fee is \$1000 CAN, \$200 of which is payable (and non-refundable) with the Application Form.
 - FC ABBOTSFORD will offer an \$800 discount on the tuition fee. However, in case of withdrawal or dismissal from the college after approval of a student visa, the tuition fee discount will be reversed and become due and payable.
 - Any refunds owing will be calculated as per PTIB guidelines.
 - In case of visa refusal, all monies paid (less the \$200 Application Fee) will be returned to the student.
- **Student Acceptance Criteria**
 - Student must have secured a minimum of 50% marks in their grade 12 final exam.
 - Student must have a minimum of 6.0 band IELTS overall with nothing less than 5.5
 - FC ABBOTSFORD will not accept any student with a gap of more than one year in their studies unless an acceptable reason is provided.
- Upon receipt of the Conditional Offer of Acceptance (COA) and Student Enrolment Contract, **Agent** will be responsible for submitting the signed student enrolment contract and paying the minimum 50% of the tuition fee on contract plus all other applicable fees.
 - Upon receipt of the signed student enrolment contract and minimum tuition payment along with all other applicable fees, **FC ABBOTSFORD** will issue a Letter of Acceptance (LOA) to the student.
- Any outstanding monies are due immediately upon visa approval.
- **Agent must** provide an invoice to **FC ABBOTSFORD** to claim their Commission.
- All payments are subject to administration charges which must be included with each payment. All administration charges are subject to change with 30 days written notice.
- **FC ABBOTSFORD** will pay **Agent** a commission on the tuition fee of the first student contract only (maximum single contract length is 1 year). The commission percentages are structured as below. All bank charges incurred on the commission transfer will be deducted from the agent commission.
 - 20% Commission, if Agent send us 1 to 05 students per intake
 - 25% Commission, if Agent send us 05 to 10 students per intake
 - 30% Commission, if Agent send us 10+ students per intake
- Administration fee for credit card payments is 4% and \$40.00 flat fee for all wire payments.
- Payment of all commissions due from tuition will be paid on an 'as-earned as received' basis which will follow the refund policy as stipulated by PTIB included in Schedule B.
- **FC ABBOTSFORD** can revise this agreement at any time and will provide Agent 30 days' notice for any changes to this contract.
- **FC ABBOTSFORD** shall not be responsible for any losses or debts incurred by **Agent** in relation to this agreement.

SCHEDULE B

Refund Policy

1. If the institution receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
 - (a) the institution receives a notice of withdrawal from the student no later than seven days after the effective contract date and before the contract start date;
 - (b) the student, or the student's parent or legal guardian, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student between the date the student, or the student's parent or legal guardian, signed the student enrolment contract and the contract start date; or
 - (c) the student does not attend a work experience component and the institution does not provide all of the hours of instruction of the work experience component within 30 days of the contract end date.
2. The institution will refund the tuition for the program and all related fees paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having met the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.
3. If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 50% of the tuition paid under the student enrolment contract unless the program is provided solely through distance education.
4. Unless the program is provided solely through distance education, if the institution receives a notice of withdrawal from a student:
 - (a) more than seven days after the effective contract date and
 - i. at least 30 days before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
 - ii. less than 30 days before the contract start date, the institution may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300.
 - (b) after the contract start date
 - i. but before 11% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
 - ii. and after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
5. Unless the program is provided solely through distance education, if the institution provides a notice of dismissal to a student and the date the institution delivers the notice to the student is:
 - (a) before 11% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
 - (b) after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.
6. If the institution provides the program solely through distance education and the institution receives a student's notice of withdrawal or the institution delivers a notice of dismissal to the student and:

- (a) the student has completed and received an evaluation of his or her performance for up to 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 30% of the tuition due under the student enrolment contract, or
 - (b) the student has completed and received an evaluation of his or her performance for more than 30% but less than 50% of the program, the institution may retain up to 50% of the tuition due under the student enrolment contract.
- 7. The institution will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
- 8. Refunds required under this policy will be paid to the student, or a person who paid the tuition or fees on behalf of the student, within 30 days:
 - (a) of the date the institution receives a student's notice of withdrawal,
 - (b) of the date the institution provides a notice of dismissal to the student,
 - (c) of the date that the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
 - (d) after the first 30% of the hours of instruction if section 3 of this policy applies.
- 9. If an international student delivers a copy of a refusal of a study permit to the institution, sections 1(a), 1(b), 4, 7, and 8 of this policy apply as if the copy of the refusal were a notice of withdrawal, unless:
 - (a) the international student requests an additional letter of acceptance for the same program that was the subject of the refusal of a study permit, or the program is provided solely through distance education.

SCHEDULE C

APPLICATION PROCESS FOR INTERNATIONAL STUDENTS

Canadian Immigration suggests starting the application process **at least six months** before arrival in Canada. Visa approvals can take up to eight weeks. For more information see the [CIC website](#).

Semester start dates are normally a Monday in January, April, July & September, but are subject to change.

- The Confirmation of Acceptance letter will show the exact start date
- Students should plan to arrive in Canada at least 1 week prior to program start date.

1. Complete the Student Application and ensure to include the following:

- A completed Focus College Application form with 1st and 2nd different programs of choice
 - Attach all educational documents (report cards, certificates, diplomas, etc.) and experience letters (if needed).
- A copy of student's valid passport photo page with all identifying information
- A copy of IELTS certificate (if required for program of study)
- Payment options:
 - Credit card details on application
 - A copy of the direct bank transfer receipt
- Email the application form (PDF format only) with the following information in the Subject Line:
 - Student Full Name with date of birth mmddyyyy (ie: Andrew Smith 02141994)

Applicable processing fees must be included in all credit card and wire payments.

2. Acceptance (or refusal) of application

If we cannot accept your application, you will be informed by email within 5 business days

A Conditional Offer of Acceptance (COA) and Student Enrolment Contract will be sent by email within 5 business days for all approved applications

- The Conditional Offer of Acceptance (COA) is not valid for Visa application purposes. It is to let the student know they have been offered a place in the program.

3. Fees and Signed Contract

Agent or student must return the signed contract with 50% of the tuition fee on contract plus all other applicable fees. When **FC ABBOTSFORD** receives the signed contract and payment, the student has been officially accepted to Focus College.

4. Letter of Acceptance (LOA)

Once Focus College receives the signed contract and initial payment, a **Letter of Acceptance (LOA)** will be issued and emailed within 5 business days.

- The **Letter of Acceptance (LOA)** is valid for Visa purposes.

- Students should apply to the Canadian Embassy or Immigration Refugees and Citizenship Canada (IRCC) for their visa **as soon as** they receive their **Letter of Acceptance (LOA)**.
- **Letter of Acceptance (LOA)** is only valid for the term it is issued for.

5. Visa Approval or Refusal

All visa approvals and refusals must be emailed to Focus College within **72 hours of receipt**.

- **Visa approval:** Any outstanding monies must be paid immediately upon receipt of visa approval. Failure to pay may result in Agent suspension and/or denial of student entry to Canada by Immigration Canada.
- **Visa refusal:** the refusal letter must be emailed to Focus College.

6. Accommodation

If a student requires Focus College to arrange accommodation, the following should be provided to Focus College.

- The accommodation request form must be submitted **AT LEAST 60 days** before arrival.
- Submission of the \$500 accommodation finding fee along with the first 3 months' rent.

7. College Check in

Students must report to Focus College **within 2 business days of arriving in CANADA**. Immigration Canada will be contacted, and the student will be reported, if the student fails to report to the College.

8. Orientation Week

Focus College will schedule an appointment for each student during Orientation Week (the week before program start date). At their orientation, students will receive the following information:

- A copy of the signed Student Enrolment Contract
- Program schedule
- Focus College Student Handbook
- Focus College International Student Guide
 - Social insurance
 - MSP - Health insurance
 - Bus / Transit schedule
 - The cost of living
 - Part time employment opportunities
 - Important bus routes, landmarks, additional student campus and community tour
 - Culture Shock and life in Canada

- (i) subsequently disclosed to the receiving Party on a non- confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information.
 - (ii) communicated to a third party by the receiving Party with the express written consent of the other Party hereto; or
 - (iii) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.
- (c) *Destruction or Return of Confidential Information.* Upon expiration or termination of this Agreement for any reason, each Party shall promptly return to the other party, or destroy, as the Parties agree, all copies of the other Party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving Party in any form or for any reason.

INDEMNIFICATION

FC ABBOTSFORD and **Agent** hereby agree to indemnify and hold harmless each other, their directors, officers, members, employees and agents from all losses insofar as such losses arise out of or are based on the negligence or wrongful act or omission.

COMMENCEMENT DATE

This agreement shall become effective on the date that **FC ABBOTSFORD** ratifies the agreement.

APPLICABLE LAW

This Agreement shall be governed by the laws of British Columbia, Canada. By:

FOCUS COLLEGE, ABBOTSFORD BRANCH.

110 – 30475 Cardinal Ave, Abbotsford, BC

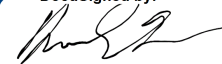
Phone: 6048029431 Email: Abbotsford.admissions@focuscollege.com

NAME: Dave Sidhu

TITLE: Managing Director, Abbotsford Branch

SIGNATURE:

Date: 5/22/2021

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NAME: Manpreet Joshi

TITLE: Director

Sia immigration solutions

SIGNATURE:

Date: 5/22/2021

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