Trent International 1600 West Bank Drive, Peterborough, ON Canada K9L 0G2 Telephone (705) 748-1314 Facsimile (705) 748-1626 E-mail international@trentu.ca Web www.trentu.ca/international



## AGREEMENT BETWEEN

# TRENT INTERNATIONAL, TRENT UNIVERSITY 1600 West Bank Drive, Peterborough, Ontario, Canada K9L 0G2

#### AND

# SIA Immigration Solutions Inc. 122-8028 128 Street, Surrey, BC V3W 4E9, Canada

Whereby SIA Immigration Solutions Inc. will act as a recruiting agent for Trent University for students wishing to enroll in academic programs at Trent University.

## Responsibilities of SIA Immigration Solutions Inc. to Trent University

- SIA Immigration Solutions Inc. and Trent University agree that the recruitment of students for the University's academic programs and for TRENT-ESL (including Trent-ESL: English for University; Trent-ESL Summer programs; Canadian Culture Summer English Experience Camp) will be conducted in an ethical and responsible manner that demonstrates a high standard of professional conduct, including the maintenance of the confidentiality, integrity and security of student records and all communications with students.
- 2. SIA Immigration Solutions Inc. will advertise and promote programs and services available through Trent University and Trent International and will provide assistance to students seeking admission to the University with the initial aim of placing 10 students per academic year. It is understood that Trent University will not be expected to pay any upfront advertising/marketing fees to the agency.
- 3. SIA Immigration Solutions Inc. will submit applications from eligible candidates to the University, including the payment of application and courier fees as per published costs.
- 4. SIA Immigration Solutions Inc. will agree to abide by all Trent University admission requirements, including the need to submit official copies of all academic transcripts.
- 5. SIA Immigration Solutions Inc. will refer students to the appropriate web resources for student visa applications and remind students to apply for visas in a timely fashion. SIA Immigration Solutions Inc. will ensure that students are aware of their obligation to attend the Trent International Orientation upon their

- arrival in Canada as well as other important information/deadlines associated with the payment of tuition/residence fees.
- 6. SIA Immigration Solutions Inc. will be authorized to recruit students to graduate programs offered by Trent University, with the exception of recruitment of Chinese Citizens in the People's Republic of China to the Applied Modelling Masters in Big Data and Financial Analytics until September 2021.
- 7. SIA Immigration Solutions Inc. will agree to abide by all Trent University admission requirements set by the School of Graduate Studies, including the need to submit official copies of all academic transcripts and English proficiency test results. Admission for graduate programs is competitive and the University reserves the right to admit only the most qualified applicants.

### Responsibilities of Trent University to SIA Immigration Solutions Inc.

- 8. Trent University will supply SIA Immigration Solutions Inc. with appropriate materials, information, and applications forms with respect to admission requirements, program offerings, admission policies and procedures. Trent University will make every attempt to provide training to the agency staff.
- 9. Trent University reserves the right to approve all materials and procedures employed by SIA Immigration Solutions Inc. with respect to the representation of the University.

#### **Commission and Fees**

- 10. **UNDERGRADUATE**: For each student recruited by SIA Immigration Solutions Inc. for full-time undergraduate studies, Trent University shall pay a commission fee equivalent to 10 (ten) per cent of the student tuition fees paid for the first two terms of undergraduate studies (September and January terms only). No fees will be paid for summer (May or June) sessions.
- 11. **GRADUATE**: For each student recruited by SIA Immigration Solutions Inc. for full-time graduate studies, Trent University shall pay a commission fee equivalent to 10 (ten) per cent of the student tuition fees paid for the first two terms of graduate studies, including summer sessions.
- 12. **ESL:** For each student recruited by SIA Immigration Solutions Inc. for Trent-ESL: English for University, Trent University shall pay a commission fee equivalent to 15 (fifteen) per cent of the tuition fees paid by the student during his or her first two ESL terms, including summer sessions.
- 13. **ESL (SUMMER PROGRAMS):** For each student recruited by SIA Immigration Solutions Inc. for programs under Trent-ESL Summer and the Canadian Culture Summer English Experience Camp, Trent University shall pay a fixed rate commission of CAD500 (500 Canadian Dollars) for every student recruited, subject to a minimum group size of 10 students.

- 14. A commission fee for eligible students will be paid up to:
  - Maximum of 2 (two) terms in total per undergraduate, graduate, or ESL program; or
  - Maximum of 4 (four) terms in total per combination of ESL-undergraduate or ESL-graduate programs
     (i.e. if a Trent-ESL student matriculates into Trent University's undergraduate or graduate programs)
- 15. No commission fee will be paid on ancillary, student services, and residence fees. No commission will be paid for students with Canadian citizenship or permanent residency. No commission will be paid for students receiving full scholarship from Trent University.
- 16. Commission fees will be paid per term only after the receipt of tuition fees and after the student has completed the tenth week of his/her academic program at Trent. Trent University will not issue a commission fee payment if SIA Immigration Solutions Inc. has not supplied Trent University with the invoice within the same fiscal year (May 1- April 31).
- 17. Should the student withdraw from the university prior to the end of the academic year or session, and thus, be eligible for a refund of some portion of tuition fees (subject to Trent University's fee refund schedule), a commission fee will be pro-rated based on the tuition fee amount the University charged the student.

#### Indemnification

- 18. Trent University will save SIA Immigration Solutions Inc. harmless and keep SIA Immigration Solutions Inc. indemnified against all claims, demands, losses, damages, costs, and expenses which SIA Immigration Solutions Inc. may sustain or incur in consequence or arising from this agreement. Any legal disputes surrounding this agreement will be carried out in accordance with the laws and legislation of Ontario, Canada.
- 19. SIA Immigration Solutions Inc. will save Trent University harmless and keep Trent University indemnified against all claims, demands, losses, damages, costs, and expenses which Trent University may sustain or incur in consequence or arising from this agreement. Any legal disputes surrounding this agreement will be carried out in accordance with the laws and legislation of Ontario, Canada.
- 20. SIA Immigration Solutions Inc. and Trent University acknowledge that each party shall each be responsible for maintaining general liability insurance, inclusive of errors and omissions coverage, for the purposes of this Agreement including without limitation the indemnities set out in clauses 18 (eighteen) and 19 (nineteen) above. Each party will also provide evidence of coverage to the other upon request.

#### **Agreement Conditions and Outcomes**

21. This agreement is effective for a term of 36 months or 3 years from the date of signing, and may be renewed upon review.

- 22. Trent University reserves the right not to renew the contract should SIA Immigration Solutions Inc. fail to recruit students of an adequate standard during this three-year period.
- 23. Changes to the agreement may be made in writing with the mutual agreement of the parties concerned. Either party may revoke this agreement upon three months' notice provided that all financial obligations have been fully discharged.
- 24. Neither party in this agreement shall be deemed to be in default of or shall be liable for the non-performance of any covenant, agreement or obligation in this agreement if such non-performance is caused by unforeseen circumstances [natural disasters, social unrest, and the like].
- 25. A breach of contract will be considered when the above stated conditions and terms have been violated or not met and the parties may decide to terminate the contract as per clause 23 (twenty-three) of the agreement.

**Glennice Burns** 

AVP International
Trent International
Trent University

Dlessice Burns

DATE: August 18, 2020

NAME: Munish Joshi

POSITION: Managing Director

DATE: August 19, 2020