

## **STUDENT RECRUITMENT SERVICES AGREEMENT**

This **STUDENT RECRUITMENT SERVICES AGREEMENT** (the “**Agreement**”) is entered into this 11 day of July, 2022 (the “**Effective Date**”) between SIA IMMIGRATION SOLUTIONS INC (“the **Contractor**”) and **Concordia University of Edmonton** with its principal office at 7128 Ada Boulevard, Edmonton, AB, Canada T5B 4E4 (“**CUE**”).

The Contractor and CUE shall from time to time be referred to in this Agreement collectively as the “**Parties**,” and each a “**Party**.”

### **RECITALS**

**WHEREAS**, CUE desires to attract students from outside Canada to study in its undergraduate and graduate programs at CUE;

**WHEREAS**, the Contractor provides student recruitment services, including application assistance to educational institutions;

**WHEREAS**, CUE desires to engage the Contractor to promote higher education opportunities at CUE and the Contractor agrees to such engagement;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, subject to the terms and conditions set forth below, and intending to be legally bound, the Parties agree as follows:

### **1. ENGAGEMENT AND INITIAL TERM**

- a) CUE engages the Contractor to perform the services described in Section 3 or subsequently made part of the Agreement (the “**Services**”) during the Initial Term and any renewals in accordance with this Agreement.
- b) The initial term of this Agreement shall commence on the Effective Date and shall **expire after one (1) year** (the “**Initial Term**”).

### **2. OPTION TO EXTEND**

- a) This Agreement may be extended by CUE in the event that the Contractor successfully recruits at least two (2) verified undergraduate or graduate students per year, between September to May. Requirements for the verification of recruited students are outlined in Section 5 of this Agreement.
- b) When CUE is satisfied that the Contractor has met the condition in 2a), CUE will confirm that to the Contractor in writing.
- c) This Agreement may then be extended, at CUE’s sole discretion, for an additional two (2) years, by CUE offering and the Contractor. In the event that this Agreement is extended, it will then expire (if it is not further extended) automatically at the end of the two (2) year extension without requirement for further notice.

- d) Any extension or modification to this Agreement's Initial Term shall include a definite term and shall not continue indefinitely.

### **3. THE CONTRACTOR'S SERVICES AND RESPONSIBILITIES**

- a) CUE engages the Contractor to provide Services as described herein to all potential or recruited students, except where CUE has an exclusive contract with a contractor for recruitment in a specific market or for a specific CUE Program, in which case that contractor will provide Services only for that

specific market or Program. CUE will make best efforts to inform the Contractor of any such arrangements and limitations on recruitment prior to entering this Agreement.

- b) Pursuant to and subject to this Agreement, the Contractor shall perform the following Services:
  - i. Promote CUE to students who could be or are interested in attending CUE ("Potential Students") including but not limited to undergraduate degrees and graduate programs of study offered by CUE ("CUE Programs").
  - ii. Assist Potential Students to become successfully registered students of CUE ("Recruited Students") and for that purpose provide all accurate and necessary information about CUE Programs, and where required, assist in completing forms or applications and submitting these to CUE.
  - iii. Adhere to CUE policies and procedures at all times, including but not limited to:
    - 1. policies on confidentiality of Recruited Student and Potential Student information as per the *Alberta Personal Information Protection Act* as amended, which also governs CUE's own Personal Information Privacy Policy;
    - 2. policies, procedures and requirements on the recruitment of Potential Students.
  - iv. Obtain the approval of CUE for any additional information produced or used for recruitment purposes.
  - v. Maintain communications with CUE at all times and in particular provide information on Recruited Students, their arrival dates and times, and other such needed information as may be required from time to time.
  - vi. Wherever required or requested by CUE, obtain documentation from Potential Students or Recruited Students for the transfer and sharing of private information required for their application or attendance at CUE.
  - vii. Provide CUE with a copy of a valid business license or, in the case of individual Contractors, a valid personal identification along with such other documents or information that CUE might reasonably request.
  - viii. Generally, provide the necessary support, information and documentation to Potential Students, Recruited Students, and CUE in order to effectively facilitate the promotion of CUE and recruitment of students to CUE.

- c) The Contractor shall be bound by the following additional requirements and terms related to the Services:
- i. Comply with all applicable laws and to conduct any recruiting or activities pursuant to this Agreement with the utmost integrity and to immediately advise CUE of any concerns in this regard.
  - ii. Refrain from adding additional charges for services that are provided by CUE.
  - iii. Ensure that the interview or consulting fees paid by the Potential Students to the Contractor if applicable, shall be reasonable and/or competitive. If, in the opinion of CUE these fees should be or become unreasonable and/or non-competitive the matter shall be discussed by the Parties to this Agreement and, if unresolved in a manner satisfactory to both Parties, shall lead, at CUE's sole discretion, to the termination of this Agreement.
  - iv. Refer to themselves as the representatives of CUE, but only for the limited purpose of promotion and recruitment. The Contractor will not refer to themselves in any way as, or imply that they are a sole or exclusive representative or branch or department of CUE. The Contractor has no authority to make binding commitments for or on behalf of CUE, and to the extent that the Contractor misrepresents the same or fails to ensure that it is understood by parties that the Contractor is dealing with, the Contractor bears sole and exclusive liability for same and will indemnify and hold CUE harmless with respect to any liability arising as a result.
  - v. Refrain from acting as the Potential Student's paid representative to do business with visa officials unless legally designated to do so, or including CUE's address or contact information for any correspondence relating to the processing of a student's study permit application as per Canadian Government regulations.

#### **4. CUE'S RESPONSIBILITIES**

- a) Pursuant to and subject to this Agreement, CUE shall:
- i. Provide to the Contractor current, timely and sufficient information on courses, programs, policies and regulations available to Potential Students and Recruited Students to enable the Contractor to perform the Services.
  - ii. Provide training to the Contractor on applicable CUE processes, policies and procedures.
  - iii. Provide the Contractor with promotional and marketing material and engage in collaborative marketing activities with the Contractor in their local market.
  - iv. Make best effort to provide responses to queries from the Contractor within two (2) business days.
  - v. Make best efforts to provide Potential Student admission decisions within:
    - a. Three (3) weeks for Undergraduate applications;
    - b. Three (3) weeks for Graduate applications;

where Potential Students apply through the Contractor and CUE has received a complete application package, including supporting documents.

## **5. COMMISSION CALCULATION AND PAYMENT**

- a) Commission shall be paid by CUE to the Contractor, only for those Recruited Students who register as a student at CUE based on the promotion, recruitment and referral of the Contractor where the conditions of this Agreement have been satisfied, and not in respect of any other students who register and pay fees to the CUE.
- b) For each student verified by CUE as a Recruited Student for which commission is payable, CUE shall pay to the Contractor the following percentages of the Recruited Student's First-Year Tuition (the "Commission"):
  - a. 15% for 1st-10th student,
  - b. 16% for 11th-20th student,
  - c. 17 % for 21st-30th student,
  - d. 20% for 31st-45th student and
  - e. 22% for each student above 46 students.
- c) "First-Year Tuition" is to be calculated as domestic tuition plus international fees in Canadian Dollars, excluding other mandatory fees payable for the first two semesters in a twelve-month period of the Recruited Student's attendance for all CUE Programs.
- d) The following terms apply to the payment of Commission:
  - i. The Contractor must provide to CUE a list of all Recruited Students for which the Contractor claims
  - ii. a Commission, for verification prior to the payment of Commission.
  - ii. Invoices submitted by the Contractor for Commission must include the information set out and anything further requested by CUE:
    1. Contractor's name and address
    2. Invoice date;
    3. Invoice number;
    4. Tax ID number;
    5. The statement "all work done outside of Canada" (if applicable);
    6. Banking information for Contractor's wire payment;
    7. The semester that the invoice is for; and
    8. The Contractor's Commission calculation for each Recruited Student.
  - iii. For a Recruited Student to be considered verified for payment of Commission, the following terms apply:

1. CUE has received the requisite supporting documents in accordance with CUE's admissions procedures;
  2. The Contractor has received confirmation of the acceptance of the Recruited Student as a registered student in a CUE Program;
  3. The Recruited Student has paid their full tuition fees by the final withdrawal date ("Final Withdrawal Date") for that semester;
  4. An Authorized Representative Form has been signed by the Recruited Student;
  5. The Contractor has provided any further information requested by CUE to establish that the student is a Recruited Student and eligible for payment of the Commission.
- iv. No Commission will be paid for students who withdraw from CUE prior to the Final Withdrawal Date and have been refunded any portion of their tuition fee.
- v. Upon confirmation of verification of the commissionable students and upon all other conditions under this Agreement having been satisfied, Commission shall be payable by CUE within sixty (60) days after the Final Withdrawal Date of each semester.
- vi. The Contractor shall not charge commission fees directly to Prospective Students or Recruited Students. For greater certainty, CUE pays the Contractor for Commission and charging commission to students will be deemed a breach of this Agreement and CUE may immediately terminate this Agreement.
- vii. Commission will be paid only if this Agreement is signed by the Parties.

## **6. TERMINATION**

- a) Either Party may terminate this Agreement without cause upon no less than thirty (30) days' written notice to the other Party.
- b) Notwithstanding anything to the contrary in this Agreement, CUE may terminate this Agreement upon five (5) working days' notice if the Contractor breaches this Agreement and fails to cure such breach within fourteen (14) days of receiving written notice of such breach from CUE. For the purpose of this Agreement, a breach is defined as non-performance or failure to adhere to the terms set out in this Agreement. Such termination shall be without prejudice to any other remedies that CUE might have at law or equity.
- c) Notwithstanding anything to the contrary in this Agreement, CUE may terminate this Agreement immediately upon written notice if the Contractor:
  1. makes an assignment for the benefit of its creditors;
  2. becomes the subject of any proceeding by or against Contractor (whether voluntary or involuntary) in insolvency or winding up or for the appointment for a liquidator or receiver;

3. is adjudicated to be bankrupt or take the benefits of any act in force for bankrupt or insolvent debtors; or
  4. becomes unable to pay its material debts as they become due is engaged in or guilty of any conduct likely to have an adverse effect on CUE or the reputation of CUE as determined solely by CUE which conduct will include, without limitation, falsifying any documents, misrepresenting to the public, or misrepresenting student intentions. Such termination shall be without prejudice to any other remedies that CUE might have at law or equity.
- d) No Party shall be responsible or liable for any default in performance of its obligations under the Agreement, arising directly or indirectly from causes beyond the reasonable control of the Party, including, but not limited to, fire, flood, war, embargo, strike, boycott, lockout, accident, explosion, fire, riot, insurrection, terrorist act, Act of God, epidemic, pandemic, or other action by governmental authority, other than by reason of an act or omission of the Party, but only to the extent and for the duration that the cause prevents performance of the obligation. Either Party may terminate this Agreement for any one or more of such reasons in this Section 6d) upon written notice to the other Party within five (5) days of such occurrence or receipt of notice of the aforementioned occurrences.
- e) If a dispute arises out of or in connection with this Agreement and the Parties have been unable to resolve the dispute after having followed the procedure set forth in Section 9 of this Agreement, either Party may, by providing written notice to the other Party, terminate this Agreement in its entirety.
- f) In the event that this Agreement is terminated, all further obligations of the Parties to each other pursuant to this Agreement (other than Sections 7, 8 and 10 and other obligations and provisions, the performance of which by their nature extends beyond the termination of this Agreement) shall be terminated without further liability of either Party to the other, provided that nothing herein shall relieve either Party from liability for its willful breach of the Agreement.

## **7. CONFIDENTIALITY**

- a) Both Parties will keep confidential all information provided by the other Party other than to the extent disclosure is required to perform the Services in accordance with this Agreement. For clarity this may include, without limitation, all manuals, policies, procedures, documents, reports and working materials prepared by CUE or by the Contractor in the course of the provision of Services for the benefit of CUE or with respect to any Recruited Students or Potential students of CUE.
- b) All information shall remain the exclusive property of CUE and cannot be shared without the express written permission of CUE.
- c) "All information" in this section excludes information generally available to the public other than by disclosure in breach of the terms of this Agreement and Personal Information which is subject to the provisions in this Agreement.
- d) Both Parties will keep confidential the terms of this Agreement, subject to the laws applicable to the respective Parties.

**8. TRADEMARKS AND INTELLECTUAL PROPERTY**

- a) The Contractor will not use, nor shall they permit any person employed by them to use, identifying marks of CUE other than in the proper performance of the Services described herein and in accordance with any CUE policy applicable thereto.
- b) The ownership of all intellectual property produced by the Contractor in the performance of this Agreement shall be the absolute property of CUE.

**9. DISPUTE RESOLUTION**

- a) If a dispute arises out of or in connection with this Agreement:
  - i. the disputing party will provide written notice to the other Party, setting out the matters giving rise to the dispute and the relief sought ("Notice");
  - ii. within thirty (30) days of receiving such Notice, the recipient shall provide a written reply to the disputing Party, setting out the recipient's response to the matters set out in the Notice and any additional matters the recipient considers relevant ("Reply");
  - iii. the Parties shall, in good faith and using all reasonable efforts, seek to resolve the dispute within sixty (60) days after the date on which the disputing Party received the Reply.
  - iv. If the matter remains unresolved, a mutually acceptable independent mediator may be appointed by the two parties to review the issues involved.
  - v. The use of court proceedings can only be used once the dispute resolution process in this section has been exhausted.
- b) In the event that the dispute resolution in this Section is unsuccessful, the parties agree that they shall be entitled to seek any remedies at law or equity in the courts in the Province of Alberta, Canada.

**10. INDEMNIFICATION**

- a) The Contractor agrees to defend, indemnify and hold CUE, its directors, officers, and employees harmless from any and all claims, losses, demands, actions or costs, including legal costs, that may arise, directly or indirectly out of any act or omission of the Contractor, its affiliates or employees, in the performance of the Services described in this Agreement.
- b) CUE shall not be liable for the acts, omissions, neglect or default of the Contractor, its employees or affiliates in connection with this Agreement, or the performance or non-performance of services by the Contractor.



**11. RELATIONSHIP OF THE PARTIES**

- a) Nothing in the Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither party shall have the power to obligate or bind the other party in contract, in tort or otherwise howsoever except as provided in this Agreement.
- b) For clarity, nothing in this agreement constitutes the Contractor or any personnel thereof, an employee or servant of CUE. While CUE may instruct the Contractor as to the objectives, timing and the results required, the Contractor shall have full control over how it achieves such objectives, timing or results. For greater certainty, the relationship of the Contractor to CUE is that of an independent contractor.
- c) The rights and obligations of the Parties herein shall not be assigned or assignable. The Contractor shall not sub-contract any of the services contemplated hereunder without the prior written approval of CUE.

**12. NON-EXCLUSIVITY**

- a) The Contractor is engaged by CUE only for the purposes and to the extent set forth in this Agreement. Subject only to the terms of the Agreement, the Contractor shall have complete control of its own employees, contractors and recruiters engaged in the Services, and the Contractor shall be solely responsible for payment of all compensation or fees owed to its employees, contractors and recruiters, as well as employment-related taxes. Subject to the terms of the Agreement, the Contractor shall ensure that neither it nor its employees or Contractors shall act or hold themselves out as recruiters or employees of CUE.
- b) This Agreement shall be non-exclusive. The Contractor, in its sole discretion, may provide similar services to the Services to any other educational institution or otherwise, and CUE, in its sole discretion, may appoint other representatives to perform similar services in any country or location.

**13. NOTICES**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery, commercial courier, or electronic mail (e-mail) addressed to the Party at its principal address as follows:

If to the Contractor:

Attn: Manpreet Joshi

Address: 246 2 Ave #301, Kamloops, BC V2C 2C9

E-mail: mj@siaimmigration.com



If to CUE:

Attn: \_\_\_\_Carol Gao\_\_\_\_

Address: \_\_\_\_7128 Ada Blvd. NW, Edmonton, AB. T5B 4E4, Canada\_\_\_\_

E-mail: \_\_\_\_Carol.gao@concordia.ab.ca\_\_\_\_

All notices and other communications required or permitted under this Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by commercial courier, be deemed given upon receipt; and (iii) if delivered by electronic mail (e-mail) transmission, be deemed given when confirmation of receipt is received.

#### **14. MISCELLANEOUS.**

- a) This Agreement sets forth the entire understanding and Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any and all prior communications, commitments, and obligations between the Parties, whether oral or written.
- b) This Agreement may not be modified, changed, or amended except in writing and signed by both Parties.
- c) If a provision of the Agreement shall be held invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of such provision in every other respect and of the remaining provisions of the Agreement shall not be impaired.
- d) No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under the Agreement. No term of the Agreement shall be deemed waived, and no breach of the Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.
- e) This Agreement is not a third-party beneficiary contract and confers no rights on any third party.
- f) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- g) This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Alberta, Canada.



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**Signed for and on behalf of**

**SIA IMMIGRATION SOLUTIONS INC**

By

A handwritten signature in dark ink, appearing to read 'mjoshi', with a long horizontal stroke extending to the right.

Name: Manpreet Joshi

Title: Director

Date: July 15, 2022



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**Signed for and on behalf of**

**CONCORDIA UNIVERSITY EDMONTON**

By 

Name: Dr. Manfred Zeuch

Title: Vice President, External Affairs & International Relations

Date:

**ACKNOWLEDGED and AGREED to this** \_\_11\_\_ day of \_\_July\_\_, \_2022\_\_