

NorQuest College
10215 108 Street NW
Edmonton, Alberta, Canada T5J 1L6



INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

Agreement No. 2023-GC-23824

This Agreement made as of September 28th, 2022

BETWEEN

THE BOARD OF GOVERNORS OF NORQUEST COLLEGE
(the "College")

AND

SIA IMMIGRATION SOLUTION INC
("Agent")

WHEREAS

The purpose of the agreement is to provide the framework for the recruitment and referral of qualified students for application and admission to and enrolment in programs offered by the College.

The Contractor has the requisite skills and ability to carry out the services required by the College.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 In this Agreement except as otherwise expressly provided, or unless the context otherwise requires:
- a. **"Academic Term"** means that period of time within the dates specified for each of the Summer, Fall, Winter and Spring terms in the Academic Schedule published by the College from time to time;
 - b. **"Application Fee"** means a one-time fee to process the application;
 - c. **"Contractor"** refers to Agent within this agreement;
 - d. **"Contractor's Fee (Commission)"** means the amount payable by the College to the Contractor for services provided in accordance with this Agreement and set out under Article 7;
 - e. **"Education Agent Representative"** means the Contractor is an independent contractor under the Agreement and neither the contractor nor its employees, contractors or agents have any authority to bind the College or make any commitments on behalf of the College in any manner whatsoever;

- f. **"International Student"** means an individual who is a citizen or resident of another country who has among other things a valid study permit issued by Citizenship and Immigration Canada and meets all of the criteria established by the College to qualify for admission to and enrolment in programs offered by the College as an International Student;
 - g. **"Other Charges"** includes all fees, costs, expenses and charges whatsoever saving and excepting Application Fees and Tuition levied, assessed or charged by the College against or in respect of an International Student for any reason, including without limitation Other Services;
 - h. **"Other Services"** means any services in addition to the program instruction provided by the College to or for the benefit of an International Student, including without limitation homestay searches, airport pickup, residential arrangements, deposits and other required payments; program, course and other related materials, Student Services, Students' Association fees; and other supplies and services not specifically included in the Tuition, all as determined by the College from time to time;
 - i. **"Rules"** includes without limitation all policies, guides, directives, rules, administrative procedures, schedules, and admission and other requirements established by the College from time to time in respect of International Students;
 - j. **"Study Visa"** means a special endorsement that is added to a passport that government issue to students who are enrolled at qualified educational institutions;
 - k. **"Term"** has the meaning set out in Article 2.1;
 - l. **"Tuition"** means the tuition fees set at "international rates" established for International Students enrolled in programs offered by the College from time to time.
- 1.2 Unless the context of this Agreement requires otherwise, the singular number includes the plural and *vice versa*, the numerals are to be construed as agreeing with the word so substituted, words importing the masculine gender include the feminine and neuter genders, and words importing person include firms and corporations and *vice versa*.
- 1.3 The separate parts and headings used throughout this Agreement are inserted for convenience of reference only and shall not be considered or taken into account in construing the terms and conditions of any article or sub-article nor be deemed in any way to qualify, modify or explain the effects of any such terms or conditions.
- 1.4 All amounts payable under this Agreement shall be paid in Canadian Dollars.

ARTICLE 2 TERM AND TERMINATION

- 2.1 The Term of this Agreement shall be from **October 7th, 2022 to October 7th, 2025**
- 2.2 The Term may be extended or renewed by agreement made in writing by the Parties.
- 2.3 Either Party may terminate this Agreement at any time and without cause upon thirty (30) days written notice to that effect.
- 2.4 In the event of breach of any term, condition or provision of this Agreement, the College shall be entitled to terminate the agreement immediately and without further notice.

ARTICLE 3 CONTRACTOR'S SERVICES AND OBLIGATIONS

- 3.1 The Contractor shall, at its sole cost and expense, identify, confirm and refer international Students to the College for application and admission to and enrolment in programs offered by the College

- 3.2 The Contractor shall ensure that all prospective International Students meet the qualifications and satisfy all of the Rules and other requirements for admission to the College and comply with all existing deadlines and administrative procedures established by the College.
- 3.3 The Contractor shall present the College to International Students as a well-established and respected institution of learning.
- 3.4 All information regarding the College provided by the Contractor to International Students must be current, accurate and complete.
- 3.5 The Contractor shall neither promise nor give any assurances to International Students concerning acceptance of any application or admission into any program offered by the College.
- 3.6 The Contractor shall inform all International Students of the refund policy and enrolment deadlines established by the College in respect of which the College shall provide up-to-date information to the Contractor as requested.
- 3.7 The Contractor shall provide up-to-date, accurate and complete information regarding the College to International Students, government, business and industry organizations or associations, and others in a professional manner.
- 3.8 The Contractor hereby acknowledges that the College is not responsible for and shall have no liability for any information provided or representations made by the Contractor or any other party by any means whatsoever regarding matters concerning the College's information, programs, or services.
- 3.9 The Contractor warrants and agrees that it has complied and will continue to comply with all laws, regulations, rules, policies, directives, guidelines and orders in force in Canada and in all other relevant jurisdictions relating to International Students, education, immigration and all other relevant matters and shall provide evidence satisfactory to the College of such compliance from time to time upon request.
- 3.10 The Contractor shall not be responsible for the International Student's academic performance or personal behaviour while the International Student is attending the College.
- 3.11 The Contractor shall clearly inform all International Students that the College has no obligation whatsoever to accept any application from or admit any individual whether qualified as an International Student or otherwise into any of its programs at any time and shall not provide any reasons for not accepting any application or its refusal to admit any individual into any of its programs.

ARTICLE 4 COLLEGE'S OBLIGATIONS

- 4.1 The College shall inform and provide the Contractor with current program and course information, brochures, promotional materials, fee schedules and application forms relevant to the recruitment of International Students.
- 4.2 Use of NorQuest College Logo – Contractors shall request for permission from NorQuest International when using the College's logo for promotional purposes such as printing it on flyer for fairs, promotional banners, etc.

- 4.3 The College shall inform and provide the contractor with the current and relevant Rules as well as the current refund policy and enrolment deadlines established by the College in respect of International Students.
- 4.4 The College shall not be responsible, and shall have no liability for any information provide or representations made by the Contractor or any other party in any manner whatsoever relating to the College's information, programs, services or in respect of any other matter.

ARTICLE 5 TUITION AND OTHER CHARGES

- 5.1 The Contractor shall ensure that all payments of Tuition and Other Charges received from International Students are made in the prescribed manner and remitted immediately and directly to the College.
- 5.2 The College shall not be responsible or liable for Tuition, Other Charges or any other payments received by the Contractor from International Students that have not be remitted to and received by the College.
- 5.3 All refunds of Tuition, Other Charges, fees or other monies that to which an International Student is entitled shall be paid by the College directly to that International Student or as directed by the International Student in writing.
- 5.4 The Contractor shall ensure that all International Students are fully informed of the foregoing in writing, prior to any payment of Tuition or Other Charges.
- 5.5 The College shall not be responsible to the Contractor for any Tuition or Other Charges owing, deferred or otherwise outstanding on the part of any International Student to the Contractor.

ARTICLE 6 ADMINISTRATION

- 6.1 All Application Fees must be paid to the College in full in advance of but not later than the time that the International Student's application is received by the College.
- 6.2 In respect of each International Student, the Contractor shall:
 - a. Provide the College with a fully and properly completed application form and all required supporting documents and information;
 - b. Provide the College with the International Student's correct and complete address for the International Student at the time of application (this must not be the Contractor's address) and other contact information;
 - c. Ensure that the International Student has paid directly to the College all non-refundable application and administration fees prescribed by the College and all Tuition and Other Charges, in full;
 - d. Ensure that the International Student has paid all other monies as may be required under federal and provincial legislation; and
 - e. Submit the completed Release of Information form signed by the International Student.

in advance of the application deadline of the relevant program in accordance with the Rules or such other requirements as the College may establish from time to time.

- 6.3 Upon receipt of all of the items referred to in sub-article 6.2, the College shall in accordance with the College's program and admission requirements, assess the applicants' documents and academic credentials and will provide an offer of admission where applicable.
- 6.4 The Office of the Registrar will send the official letter of acceptance by electronic and regular mail or rejection by electronic mail to the International Student with a copy, as appropriate, to the Contractor, in a timely manner. Documents that must be sent on an expedited or rush basis (e.g. by courier, special delivery) shall be sent at the sole expense of the Contractor.
- 6.5 The Contractor is responsible for ensuring that the International Student pays directly to the College the full Tuition and Other Charges prior to the first day of term.
- 6.6 If the International Student fails to obtain all required entry permits from Citizenship and Immigration Canada, the Tuition and Other Charges (except for the non-refundable application and administration fees) shall be refunded directly to the International Student in accordance with the College's refund policy then in effect for International Students and the program in question.

ARTICLE 7 PAYMENTS TO CONTRACTOR

- 7.1 Subject to sub-articles 7.2 through 7.8 inclusive, the College shall pay to the Contractor EIGHT HUNDRED AND FIFTY DOLLARS (\$850.00) for each International Student referred by the Contractor to the College that has been registered and attending in person as an International Student in a full-time program offered by the College during an Academic Term up to a maximum amount of TWO THOUSAND FIVE HUNDRED AND FIFTY DOLLARS (\$2,550.00) per International Student.
 - a. Full-Time Student – Contractor shall claim commission for International Students that are registered in a full-time program as a full-time student.
 - b. Part-Time Student – Contractor can only claim commission for International Students that are part-time in their last term of the program.
- 7.2 To be eligible for payment, the Contractor must submit an invoice to the College at the beginning of each Academic Term
- 7.3 Contractors that have addresses in Canada and have GST/HST remittance number are required to add GST to all invoices issued to NorQuest College. The Parties acknowledge that GST amount is not included in the commission amount, this will have to be added to the invoice by the contractor. Contractors that are based in other provinces apart from Alberta are excluded to claim any other sales tax such as Provincial Sales Taxes (PST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) but are to include GST in every invoice sent to the college.
- 7.4 Contractors based outside of Canada, all commission payable is inclusive of all Goods and Services Taxes (GST) and or Value Added Tax (VAT). Contractors are responsible for the collection and remittance of any Municipal, Provincial or Federal taxes in their Country.
- 7.5 Payments processed by the College shall be paid by cheque and payable to the Contractor in Canadian dollars.
- 7.6 No amount shall be payable to the Contractor in respect of International Students who:
 - a. Are not permitted to enter into Canada by, or fail to secure a study permit from, Citizenship and Immigration Canada for any reason whatsoever;

- b. Fail to provide documents required by the College for admission, meet the College's admissions requirements, pay Tuition or Other Charges, or are otherwise not accepted for admission by the College;
 - c. Were not registered during an Academic Term;
 - d. Withdraw prior to the refund deadline and/or receive a refund;
 - e. Have paid Tuition and continue their studies at the College but no longer have international student status and/or no longer pay international student rates;
 - f. Failed to attend classes on a regular basis for a period of not less than 21% in each Academic Term or session of the program in which the International Student was registered.
- 7.7 No amount shall be payable to the Contractor in respect of Other Charges or Other Services or on any administrative fees or other monies payable to the College or that may be levied by the College from time to time.
- 7.8 The Contractor shall not charge International Students for any services provided in the performance of this Agreement.

ARTICLE 8 INDEPENDENT CONTRACTOR

- 8.1 The Contractor is an independent contractor under this Agreement and neither the contractor nor its employees, contractors or agents have any authority to bind the College or make any commitments on behalf of the College in any manner whatsoever.
- 8.2 This Agreement does not result in the creation of a partnership, joint venture, or any other business relationship as between the College and the Contractor including the appointment or employment of the Contractor or any person as an employee, officer or agent of the College.
- 8.3 This Agreement does not confer upon or entitle the Contractor or any person to any benefits from the College or any other form of compensation, benefit, expenses or remuneration not expressly provided for under this Agreement.

ARTICLE 9 CONFIDENTIALITY

- 9.1 The Contractor acknowledges that NorQuest College is a public body under the Alberta Freedom of Information and Protection of Privacy Act RSA 200 c.F-25 ("FOIP"). As such, information and records in the custody and under the control of the college about the Contractor are subject to FOIP. In the event that the college receives an access to information request, NorQuest College will consult with the Contractor before disclosing any document that would be an invasion of personal privacy or would be harmful to the business interests of the Contractor.

- 9.2 The Contractor shall not use the confidential information for any purpose other than to perform the services in accordance with the terms of this Agreement. The Contractor shall secure and hold all information acquired during the performance of this Agreement relating directly or indirectly and, in any manner, whatsoever to the business and operations of the College in strict confidence and shall treat said information with the highest level of care and security required to ensure that it is not disclosed or made known to any person, without the express written consent of the College and in compliance with all applicable privacy laws.
- 9.3 In the event that the Contractor becomes aware of any breach of information in their custody and control relating to the college, they will notify NorQuest College in writing of the nature and details of the breach, to the fullest extent possible under the FOIP Act.
- 9.4 NorQuest College will follow the college's Records Management Policy to manage records in their custody or under their control. Please refer to <https://www.norquest.ca/about-us/policies-procedures/operations/records-management-policy.aspx> for detail. Upon termination of this Agreement, all material and information provided by the College shall be returned without duplication or copying.

ARTICLE 10 WAIVER

- 10.1 A waiver of any breach of a term or condition of this Agreement shall not bind the party giving it unless it is in writing. A waiver, which is binding, shall not affect the rights of the party giving it or with respect to any other or future breach.

ARTICLE 11 INDEMNIFICATION

- 11.1 The College shall not be liable or responsible for any losses, bodily injury, property or other damages of any nature whatsoever that may be suffered or sustained by the Contractor, its employees, officers, agents, contractors or invitees in the performance of this Agreement.
- 11.2 The Contractor agrees that:
- a. It shall be liable to the College for all losses, costs, damages and expenses which the College may suffer, sustain, pay or incur, and
 - b. It shall indemnify and hold harmless the College, its officers, directors, governors, and employees from any and all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities, whatsoever, which may be brought or made against the College or which the College or its officers, directors, governors, employees and agents may suffer, sustain, pay or incur, arising directly or indirectly out of this Agreement or any act, omission, or default of the Contractor or of any of the Contractor's owners, employees, officers, agents, independent contractors, sub-contractors or invitees, whatsoever, including, without limitation, in the performance of or otherwise in respect of this Agreement. Costs and expenses shall include, without limitation, legal costs on a solicitor/client, full indemnity basis.

ARTICLE 12 SURVIVAL

- 12.1 The rights and obligations of the Parties set out in Article 9 and Article 11 shall survive the termination of this Agreement and in any event shall continue in full force and effect past the Term.

**ARTICLE 13
NON-APPROPRIATION**

- 13.1 The Contractor acknowledges that funding for the College's operation is secured in accordance with provincial legislation, and that this Agreement and payments contemplated hereunder are subject to funding appropriated by the legislature and received by the College.
- 13.2 In the event that public funds are not appropriated and available for the performance of the College's obligations under this Agreement, this Agreement shall be terminated without penalty to the College upon thirty (30) days written notice of the event having been provided to the Contractor.
- 13.3 In the event of a change in the College's statutory authority, mandate and mandated functions, by provincial legislative or regulatory action, which adversely affects the College's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the College upon written notice to the Contractor of such limitation or change in the College's legal authority.

**ARTICLE 14
ASSIGNMENT AND SUBCONTRACTING**

- 14.1 The Contractor shall not assign this Agreement or subcontract the provision of the services under this Agreement without prior written consent of the College, which consent may be arbitrarily or unreasonably withheld.

**ARTICLE 15
GENERAL PROVISIONS**

- 15.1 This Agreement does not confer upon the Contractor any exclusive rights, contract or other arrangement, express or implied.
- 15.2 The contractor acknowledges the Agent Relationship Management Terms in Appendix A of this Agreement.
- 15.3 This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Parties hereby attorn to the jurisdiction of the courts of the Province of Alberta.
- 15.4 The terms and conditions of this Agreement are severable to the extent that any one, which may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain unchanged and valid and enforceable.
- 15.5 Time is of the essence in respect of this Agreement.
- 15.6 This Agreement embodies the entire agreement between the Parties in respect of the project and no oral or other written agreements exist between the Parties except as set out in this Agreement.

**ARTICLE 16
NOTICE**

- 16.1 Any notice, consent or other communication that is required under this Agreement must be in writing and is effective when delivered to the following respective locations:

a. If to the College: **NorQuest College**
10215 – 108 Street
Edmonton, Alberta Canada T5J 1L6
Attention: Saurabh Vashisht
Facsimile: (780) 644-6060
e-mail: international.agents@norquest.ca

b. If to the Contractor: **Sia Immigration Solution Inc**
304 8318 120 Street,
Surrey, BC, Canada V3W 3N4
Attention: Manpreet Joshi
Phone: +778 257 5709
Email: mkj@siaimmigration.com

16.2 Either party may change its information as set out in sub-article 16.1 by giving notice to the other in the above manner.

IN WITNESS WHEREOF the Parties have executed this Agreement, each by its duly authorized representative as of the date first written above.

NorQuest College

DocuSigned by:

DD0654B38FA54ED...

Authorized Signatory
Marian Gayed
VP, External Relations and Partnership

9/29/2022

Date

Sia Immigration Solution Inc

DocuSigned by:

438DFBFFC74340D...

Authorized Signatory
Manpreet Joshi
Sia Immigration Solution Inc

9/29/2022

Date

APPENDIX A: AGENT RELATIONSHIP MANAGEMENT – OPERATIONAL DOCUMENT

Definitions used within this Operational Document can be found in Article 1 of the INTERNATIONAL STUDENT RECRUITMENT AGREEMENT.

The Contractor acknowledges the following terms of the Agreement:

- a) International students can use services of agent representative at any stage of their application process.
- b) It is the student's decision whether or not to use an education agent when applying to NorQuest College.
- c) All international students applying through an education agent representative MUST submit a Release of Information (FOIP - Freedom of Information Protection) Form. Students can withdraw their consent at any time by submitting a written request to the Office of the Registrar.

Note: Agents cannot ask any questions on behalf of applicants in the absence of Release of Information Form (FOIP - Freedom of Information Protection).

The Contractor understand the following Eligibility to Claim Contractor Fees (Commission):

- a) Only authorized NorQuest College agents who have valid agent agreement are eligible to claim Contractor Fee (commission) on students whom they have successfully referred.
- b) Contractor's Fee (commission) means the amount payable by the College to the Agent Representative (Contractor) for services provided in accordance with the international student recruitment Agreement and set out under Article 7.
- c) Sub article 7.4 of International Student Recruitment Agreement gives more clarity on which international students are not deemed as successfully referred and agents cannot claim commission for those.

The Contractor acknowledges the following rights of students for Change of Education Agent Representative:

- It is a student's responsibility to inform NorQuest College if they want to change the Education Agent Representative at any stage of their application process.
All international students requesting a change of agent MUST submit a Release of Information (FOIP - Freedom of Information Protection) Form.

Note:

Out of Country Applicants: Students cannot change agent representative once they obtain study visa.

In country Applicants: Student cannot change agent representative after the commencement of the program.

Current Students: Student can hire different agent representative when applying for new program.

The Contractor shall comply with the following:

- a) The Education Agent Representative shall ensure that all prospective International Students meet the qualifications and satisfy all of the rules and other requirements for admission to the College and comply with all existing deadlines and administrative procedures established by the College.
- b) The Education Agent Representative shall neither promise nor give any assurances to International Students concerning acceptance of any application or admission into any program offered by the College.

- c) The Education Agent Representative shall provide up-to-date, accurate and complete information regarding the College to the International Student, they shall also inform the International Student of the refund policy and enrolment deadlines established by the College.

The Contractor shall abide by the following Complaints and Grievance Process:

An International Student can lodge a complaint or grievance against their represented agent for the following reasons

- Not well represented by the agent during the application process
- Agent withholding necessary information from the applicant (Prospect International Student), such as:
 - Log in detail about College Email (MyMail) Id and College (MyQuest) Portal
 - Offer Letter
 - Valuable communication between the Admissions and the agents that are meant for the prospect student

Stages of Complaints and Grievance against Education Agent Representative

Agent Representative complaints or grievance, will be dealt in three stages by the NorQuest International Office;

1. Stage One: Agent Re-training
 - After the student's complaint has been reviewed by the Manager of Recruitment, the agent will be scheduled to receive another round of agent training with emphasis placed on the issue raised by the International student.
2. Stage Two: Written Warning
 - Secondly, if there is another complaint under the same agent's name, NorQuest International will issue the agent a firm written warning upon reviewing the second complaint and the past records.
3. Stage Three: Cancellation of Contract
 - Finally, the agent's contract with NorQuest College would be cancelled if failure to show improvement when dealing with International Students after Stage Two.
 - The agent might not be able to request to renew their contract if failure to improve after the written warning.

The Contractor shall only operate with an Authorized Immigration Representative: Immigration Compliance.

It is illegal for anyone but an authorized representative (who has the required skills and training) to charge fee to represent people with immigration and refugee applications to Canada. This includes agent representative who are certified.