

**STANDARD AUTHORIZED REPRESENTATIVE
AGREEMENT**

BETWEEN:

ROBERTSON COLLEGE a.k.a. ROBERTSON GLOBAL
(Hereinafter referred to as "RC")

And

Sia Immigration Solutions Inc
(Hereinafter referred to as the "Agency" or "Recruitment Partner")

1. Term

- 1.1. This Agreement will be in force and effect from November 1, 2023 to June 30, 2024 ("the term") notwithstanding section 7 of this agreement.
- 1.2. At the end of the noted term, the agreement will be terminated. A new agreement will be signed between the parties as required.

2. Appointment of Recruitment Agency

- 2.1. Subject to the terms and conditions of this Agreement, RC hereby authorizes the Agency to act as a non-exclusive representative to identify and secure potential students (for the purpose of this Agreement, reference to prospective students or confirmed students shall be referred to as "Student(s)") for and on behalf of RC.
- 2.2. The parties understand and agree that the Agency is an independent Contractor of RC and is not considered an employee of RC. Nothing in this Agreement shall constitute or be construed as an employment relationship, partnership, or joint venture relationship between RC and the Agency.
- 2.3. The parties understand and agree that the terms of this Agreement will include all partnership programs entered into by RC.

3. Agency's Role

- 3.1. The Agency will :
 - 3.1.1. Be responsible for offering correct and up-to-date information about RC's programs and for keeping informed of any changes in RC's policies, fees and admission requirements;

- 3.1.2. Receive prior written authorization for the use of the name or logo "Robertson College/Robertson Global" in any promotional or certification documentation created or used by the Agency;
 - 3.1.2.1. Recruit Students for RC's programs and assist students seeking admission to Robertson College;
 - 3.1.2.2. Provide accurate information to Students regarding:
 - (i) Canada, its applicable laws and education systems;
 - (ii) RC's programs, admission requirements, application procedures, fee structure, deadlines, refund policies and payment procedures;
 - (iii) accommodation options, cost of living in Canada, study permit and visa application procedures; and
 - (iv) any other information relevant to students;
- 3.1.3. Be compensated by RC solely on the basis outlined in Section 5;
- 3.1.4. Refund RC the proportionate amount of commission received by the Authorized Agency for students who are granted a refund of prepaid tuition fees in accordance with RC's refund policies;
- 3.1.5. Not bill RC for any other charges than those specified in Section 5, and shall not commit RC to any expenditures or obligations to third parties whatsoever without first obtaining express written permission from RC;
- 3.1.6. Duly and diligently perform all the duties assigned to the Agency and shall comply with all reasonable directions and requests made by RC from time to time;
- 3.1.7. Maintain the confidentiality of information pertaining to students and any other individuals associated with RC's programs and, for greater certainty, will not release student information to any third party (including family members) without the student's formal written consent;
- 3.1.8. Use the information about students and any individuals associated with RC programs for its intended purpose only in accordance with this Agreement;
- 3.1.9. Follow all regulations within the jurisdictions in which the Agency operates;
- 3.1.10. Maintain all required licenses for operation as a recruitment agency;
- 3.1.11. Act in a professional and ethical manner;
- 3.1.12. Clearly affix their Agency stamp (company name, address, email address, and phone number) and counselor's name to each application;
- 3.1.13. Comply with all applicable Canadian Federal, Provincial and municipal laws, rules, regulations and orders, including but not limited to privacy act(s) and legislation related to employment for international students;
- 3.1.14. For greater certainty, will comply with Bill C-35 (Initial Manpreet Joshi), which means that only a lawyer in good standing or a Certified Immigration Consultant (ICCRC member) can provide advice regarding immigration-related matters. The Agency cannot represent/ offer advice to a student in matters related to immigration. At all times, the Agency must meet the federal requirements or have a staff member who is a

lawyer or a Certified Immigration Consultant (applicable for all businesses operating within Canada);

- 3.1.15. For greater certainty, will comply with Regulations outlined within the International Education Act (applicable in the Province of Manitoba);
- 3.1.16. Ensure that all persons in their employment or acting for or on their behalf in any manner whatsoever are supervised, trained, and instructed to act in compliance with the Agency's obligations hereunder. All such persons must know the admissions requirements and be familiar with the most up-to-date admission policies and application procedures.
- 3.1.17. Not charge Students or any other parties additional fees or expenses beyond those set forth in section 5.

3.2. Ethical Recruitment Practices

RC expects its representatives to act in a professional and ethical manner. Therefore, the Agency will truthfully represent RC to avoid misrepresenting or exaggerating any aspect of RC, its admissions policy, application procedures, fee structure, or programs. In addition, the Agency will not discriminate against Students based on gender, ethnicity, or religious or political affiliation.

RC follows the guidelines set out in the Guide to the Code of Practice and Conduct Regulations for Manitoba Designated Education Providers, their Staff, Recruiters, and Contracted Agents.

4. RC's Role

Robertson College will:

- 4.1. Provide the Agency with RC's promotional, informational and application materials in appropriate quantities, as reasonably requested by the Agency, for distribution to Students seeking admission to RC;
- 4.2. Approve in advance all materials developed independently by the Agency and procedures used by the Agency in representing RC;
- 4.3. Reserves the right to change any program policies or fee guidelines and refund policies of RC in keeping with program capacity;
- 4.4. Provide such assistance not otherwise specified herein as both parties may mutually agree;
- 4.5. Pay the Agency a commission according to the terms and conditions in Section 4;
- 4.6. Provide the Agency with RC's applicable policies and procedures;
- 4.7. Notify the Agency of any change in fees, term schedules, policies or procedures;

5. Payment of Student Tuition and Agency Commission

- 5.1. All Students must pay tuition and other required fees to RC and will be subject to RC's policies and procedures. The application fee must be paid by credit card at the time of application. When arranged by RC, the tuition fees must be paid directly to RC by credit

card or via direct wire transfer to its bank account. All wire transfers must indicate the Student's name and student ID number.

- 5.2. RC will pay the Agency a commission for Students recruited by the Agency and enrolled at RC in accordance with Section 5.3.
- 5.3. RC and the Agency agree on the following commission structure. The Agency will receive a commission* with respect to each intake, in Canadian dollars, equivalent to:
 - 5.3.1. All invoiced students per intake, according to the terms set out in Schedule A or B
 - 5.3.2. The Agency will only be able to invoice RC 60 days after the program start of each individual student
 - 5.3.3. RC will pay commission for up to 3 levels of language and only the first year of a two-year program
 - 5.3.4. RC will not pay commission for students that are retaking courses or programs due to failure or voluntary withdrawal from course or program previously taken at RC.

*** RC reserves the right to change the remuneration/commission fees at its sole discretion at any time. See Schedule A and B for remuneration fees.**

- 5.4. Exceptions
 - 5.4.1. RC will only pay commission for Students who continue enrollment with RC within the scheduled completion date of the applicable program.
 - 5.4.2. RC will not pay commission for Students who choose to withdraw from the program.
 - 5.4.3. RC will not pay commission for Students who have outstanding tuition fees. The Recruitment Partner may not submit partial invoices.
- 5.5. RC will provide the Agency with the invoice template and instructions. The Recruitment Partner shall use their own official invoice to submit commission requests to RC in order to receive payment. Invoices must be submitted by the timeframe set by RC and contain the information outlined in the template.
- 5.6. The Recruitment Partner must submit invoices within three months of the start date of the Student's [applicable program/intake date].
- 5.7. The invoiced commission will only be paid to the Agency.

6. Insurance

The Agency will, upon request and if applicable, provide RC with evidence of a minimum of \$1,000,000 general liability insurance prior to the commencement of the Agreement. Such evidence of insurance shall be in the form of a completed Certificate of Insurance that is acceptable to RC. The Agency will endorse evidence that provides the other party with 30 days of advance written notice of cancellation or material change.

7. Duration And Termination Of Agreement

- 7.1. This Agreement supersedes all prior agent agreements. It is in effect from the date that both parties execute this Agreement.
- 7.2. The Agreement remains valid for the dates noted in section 1, subject to termination in accordance with the provisions hereof.
- 7.3. This Agreement terminates at the end of the Term without notice.
- 7.4. The Agent may terminate this Agreement at any time by giving the RC one (1) month's written notice. If the Agent fails to provide such notice, the Agent shall be liable for any losses incurred by the RC as a result of such failure.
- 7.5. RC reserves the right to terminate this Agreement at any time, upon providing the Agent with one (1) month's written notice.
- 7.6. RC may terminate the Agreement without notice if the Agent violates any of the terms of this Agreement, engages in professional misconduct, fails to comply with the Code of Practice and Conduct Regulation of The International Education Act of Manitoba, or engages in any conduct that may harm a student or the RC's goodwill.
- 7.7. The RC may also terminate this Agreement without notice in the event that:
 - 7.7.1. The Agent files for bankruptcy or insolvency or experiences any similar event.
 - 7.7.2. The Agent commits a breach, or is in breach, of any of the terms of this Agreement, regardless if prior notice is given by RC of said breach.
 - 7.7.3. The Agent commits any act of professional misconduct.
 - 7.7.4. RC determines that the Agent is failing or has failed to meet the requirements of subsection 9(1) of the Code of Practice & Conduct Regulation of The International Education Act of Manitoba. Alberta Agents are expected to follow the same requirements as listed in this act.
- 7.8. Surrender of property
 - 7.8.1. Upon termination of the Agreement, the Agent shall forthwith surrender and deliver to RC all resources, tools, equipment, files, books, documents, and lists of any kind or format whatsoever within the Agent's possession or control.
 - 7.8.2. The Agent shall not make or retain any reproductions or copies of any such property or any other property of RC.
 - 7.8.3. The Agent will offer all necessary assistance to RC in the transition of work.
- 7.9. The termination of this Agreement will not affect any rights of RC that may have accrued prior to the termination.
- 7.10. Once the agreement is executed by both the Agency and RC, a certificate will be issued from RC to the Agency for a period of the remaining calendar year. RC reserves the right to review and issue a new certificate each calendar year solely at RC's discretion. The Agency agrees that it will not operate without a valid and active certificate for the current calendar year.

7.11. The following Schedules form part of this agreement:

~~Schedule A - Manitoba Remuneration Rate~~
Schedule B - Alberta Remuneration Rate

Manpreet Joshi *BAS*

8. Indemnification

The Agency will indemnify and save harmless RC, its officers, employees, and authorized agents from and against any and all liabilities, claims, suits, demands, costs, and expenses which RC may hereafter sustain, incur, suffer, or be required to pay by reason of the willful or negligent acts of the Agency, or any assessment, reassessment or any other act of an official of the federal or provincial governments relating to the Agency or the Agency's representation of RC, or performance or non-performance of its obligations under this Agreement.

9. Force Majeure

Parties hereto will be released from their obligations under this Agreement in the event of national emergency, war, prohibitive government regulations or any other cause beyond the control of the parties hereto that renders this Agreement impossible, provided that any money due under this Agreement will become forthwith due and payable.

10. Notices and Payments

All notices or other communications including payment of the Agency fee hereunder are to be addressed as follows:

Winnipeg: To: Manager, International Student Recruitment ROBERTSON COLLEGE 180 Main St. Winnipeg, MB. R3C 1A6, Canada recruitment.partners@robertsonglobal.ca	Calgary & Edmonton: To: Director, Robertson Global - Alberta ROBERTSON COLLEGE 100 - 2912 Memorial Drive Calgary, AB, Canada ab.recruitment.partners@robertsonglobal.ca
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11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. All prior representations, agreements, addendums, statements, negotiations, understandings, and undertakings are hereby superseded.

12. Governing Laws

- 12.1. This Agreement is governed by and construed according to the laws of the Province of Manitoba, the Province of Alberta, and the laws of Canada applicable therein.
- 12.2. The parties agree that the courts of Manitoba and Alberta will have exclusive jurisdiction over any legal action or proceeding arising out of or in connection with this Agreement.
- 12.3. This Agreement has been executed on behalf of RC and on behalf of the Agency by its duly authorized representatives on the dates noted below.

Robertson College		Recruitment Agency
		<i>Manpreet Joshi</i>
Malcolm Kaviratne, Manager International Student Recruitments (Manitoba)		Manpreet Joshi
		11 / 01 / 2023
Date		Date
<i>Jeff Doiron</i>		
Jeff Doiron, Controller & Director, Finance		
11 / 01 / 2023		
Date		Date
<i>Betty-Anne Smith</i>		
Betty-Anne Smith, Director of Robertson Global - Alberta (Alberta)		
11 / 01 / 2023		
Date		Date

STANDARD AUTHORIZED REPRESENTATIVE AGREEMENT
SCHEDULE B - ALBERTA REMUNERATION RATE

Alberta Student Recruitment Remuneration Rate - Effective from September 2023 Intake

Program	Remuneration (CAD)
Intensive Academic English Programs (Intermediate/ Advanced)	\$550.00
Business Program Diploma	\$4000.00
Computer Programming Diploma	\$4000.00
Early Learning Childcare Diploma	\$4000.00

* Please note that the remuneration on this Schedule B will be reviewed yearly in June and any changes will be sent as an addendum.

Agency Initial Manpreet Joshi Standard Authorized Representative Agreement - Schedule B (AB) 1 of 1

Robertson Initial BAS

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SENT

11 / 01 / 2023

17:23:49 UTC

Sent for signature to Betty Anne Smith
(betty-anne.smith@robertsoncollege.ca), Jeff Doiron
(jeff.doiron@educationcanadagroup.ca) and Manpreet Joshi
(mkj@siaimmigration.com) from adnan.khan@robertsonglobal.ca
IP: 45.44.18.14



VIEWED

11 / 01 / 2023

18:21:04 UTC

Viewed by Betty Anne Smith
(betty-anne.smith@robertsoncollege.ca)
IP: 209.5.239.74



SIGNED

11 / 01 / 2023

18:21:24 UTC

Signed by Betty Anne Smith
(betty-anne.smith@robertsoncollege.ca)
IP: 209.5.239.74



VIEWED

11 / 01 / 2023

18:33:37 UTC

Viewed by Jeff Doiron (jeff.doiron@educationcanadagroup.ca)
IP: 72.142.53.170

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Signed by Jeff Doiron (jeff.doiron@educationcanadagroup.ca)
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11 / 01 / 2023
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Viewed by Manpreet Joshi (mkj@siaimmigration.com)
IP: 207.216.201.218



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18:41:27 UTC

Signed by Manpreet Joshi (mkj@siaimmigration.com)
IP: 207.216.201.218



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The document has been completed.