

EDUCATION AGENT AGREEMENT

This Agreement is made as of the 14th day of Jan, 2024.

BETWEEN **The University of Lethbridge**, a body corporate established pursuant to the provisions of the *Post-secondary Learning Act* ("the University")

AND **Sia Immigration Solutions OPC Pvt. Ltd.** Unit no 16, 15th Floor
Chandigarh Sushma Infimium, Chandigarh Zirakpur.
("the Agent")

BACKGROUND:

- A. In support of its international initiatives, the University wishes to attract full time students from outside Canada to study at a University Location and seeks to promote its undergraduate programs and English for Academic Purposes (EAP) program.
- B. The Agent provides services of finding suitable Prospective Students from within the Territory for enrolment and study at a University Location.
- C. The University wishes to engage the Agent as its representative in the Territory to find such students for study at a University Location.

AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

"Commencement Date" means the date the last of the parties signs this Agreement which date appears on the front page of this Agreement.

"Commission" means payment made by the University to the Agent for successful recruitment of students who enroll in university programs calculated in accordance with Item 2 of Schedule 1.

"Course" means a unit of study in a Program.

"Course Fee" means the tuition for Courses set by the University as published in the University academic calendar.

"Full-time Study" means the amount of study for a particular Program which is approved by the accrediting body for the Program, or in cases where the accrediting body gives no such approval, means minimum of 20 contact hours per week.

"Marketing Material" means any University material, both print and electronic, that a Prospective Student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage.

“Mark” means logos, trade-marks, designs, and crests that belong to or carry the name of the University.

“Program(s)” means the full time undergraduate academic program(s) offered by the University and the English for Academic Purposes (EAP) program offered by the University.

“Prospective Student” means a person from outside Canada who intends to become, or who has taken steps towards becoming a student of the University as a result of this Agreement.

“Services” means the services described in clause 3 and clause 4 of this Agreement.

“Territory” means the countries or regions specified in Item 3 of Schedule 1.

“University” means the University of Lethbridge.

“University Location” means a location where a student recruited by the Agent may undertake a University Program and specifically includes the University’s Lethbridge, Calgary and Edmonton campuses.

1.2 In this Agreement, unless the contrary intention appears;

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender includes other genders;
- (c) 'including' and similar expressions are not words of limitation;
- (d) money is in Canadian dollars unless otherwise stated and a reference to '\$' is a reference to Canadian currency; and
- (e) Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

2. ENGAGEMENT OF THE AGENT

2.1 The University engages the Agent from the Commencement Date to be its representative to perform the Services in the Territory for a one (1) year term (the “Term”).

2.2 The Term may be renewed in the discretion of the University for a further 2 year period. Any such renewal must be in writing and signed by both parties no less than 30 days prior to the expiry of the Term.

2.3 This is a non-exclusive agreement and the University may appoint other Agents in the Territory if it so chooses.

2.4 This agreement is only for Services within the Territory. If the Agent wishes to expand its services to other regions or countries beyond the Territory, the Agent must notify the University and seek the University’s prior written consent. The University may, in its sole discretion, withhold such consent.

3. RESPONSIBILITIES OF THE AGENT

3.1 Under this Agreement the Agent must:

- (a) promote the Programs in the Territory;
- (b) find suitable Prospective Students to undertake Programs;
- (c) in accordance with University procedures and requirements, recruit and assist in the recruitment of students;
- (d) assist individuals to become enrolled students and for that purpose provide all necessary information about Programs, assist in completing forms or applications, and submit these to the University. Agents providing Services in Canada must not however, provide students with 'immigration advice' or act as the student's 'representative' unless they are licensed to do so in accordance with the requirements of Canadian Immigration and Citizenship and the *Immigration and Refugee Protection Act* (Canada);
- (e) perform other services and provide reports or information requested by the University or required by this Agreement.

3.2 The Agent warrants that it has obtained all permits, licenses, permissions or approvals as may be necessary and advisable for its business. The Agent shall, at all times, comply with all applicable laws in the Territory.

4. OBLIGATIONS OF THE AGENT

4.1 In performing the Services, the Agent must:

- (a) promote the Programs with integrity and accuracy;
- (b) recruit students in an honest, ethical and responsible manner;
- (c) assist to uphold the high reputation of the University and of the Canadian international education sector;
- (d) inform Prospective Students accurately about the requirements of Programs. This must be done by reference to the material provided by the University;
- (e) inform Prospective Students that advance payment of their first year of fees, payable directly to the University, may be required by the Canadian Embassy or Consular Office;
- (f) inform Prospective Students that they are required to pay Course Fees directly to the University;
- (g) inform Prospective Students accurately about Program-related fee schedules, admission requirements, and application, acceptance and admission procedures for international students. This must be done by reference to the material provided by the University;

- (h) promptly inform Prospective Students, and immediately notify the University, of any fees, surcharges or similar payments charged to Prospective Students by the Agent for services arising from or related to the Agent's Services under this Agreement;
- (i) provide timely advice to Prospective Students, and if possible, include the Prospective Student's parents or sponsors in the advising process;
- (j) advise each Prospective Student that an international home address must be provided to the University;
- (k) if a Prospective Student's visa application is refused, advise that Student that the University must refund the Student's fees and obtain an address (not the Agent's address) of that Student and forward this address to the University;
- (l) ensure that each Prospective Student application is complete and accurate, and that all necessary evidence and documents accompany a Prospective Student's application or acceptance of offer;
- (m) provide any documents including offer documents received from the University to the Prospective Student within two (2) days of receiving the documents;
- (n) advise the University immediately if they detect any fraudulent documentation submitted with any Prospective Student application;
- (o) maintain communication with the University at all times, and in particular inform the University of students arrival dates and times;
- (p) attend and complete such Agent training sessions as provided by the University, unless otherwise agreed to in writing by the University;
- (q) provide the University with market intelligence about the recruitment of students in the Territory;
- (r) only undertake promotional and marketing activities that are connected to or make reference to the University that are expressly authorized by the University;
- (s) obtain the University's written permission before engaging in any specific University marketing activity such as exhibitions and interview programs.

4.2 The Agent must give to Prospective Students, before they complete an application, information provided to the Agent by the University about:

- (a) the University and its facilities, equipment and learning resources;
- (b) the Programs and in particular to each Prospective Student, details of the Program that Prospective Student is applying for;
- (c) the Course Fee and refund conditions;
- (d) living in Canada and the local environment of the relevant campus, information about campus locations and costs of living including information on the likely amount of funds required to meet the cost of living;
- (e) the minimum level of English language ability, educational qualifications and/or work experience required for acceptance into a Program.

4.3 The Agent must tell Prospective Students that students who come to Canada on a student visa must have a primary purpose of studying and must study on a Full-time Study basis.

4.4 When promoting and marketing the University and its Programs, the Agent must:

- (a) ensure that any advertising or promotional activity undertaken by the Agent about the Programs or the University is done with the prior written consent of the University and at premises or locations approved in advance by the University. Advertising or promotional activities will be at the Agent's expense unless otherwise agreed in writing by the University in advance;
- (b) use only information materials provided or approved by the University or current information published on the University's website. Promotional materials that have been altered or that misrepresent any Mark of the University shall not be used by the Agent;
- (c) provide University information materials to Prospective Students at no cost;
- (d) ensure all representations about the University and its Programs are accurate and complete;
- (e) obtain the University's prior written approval to use advertising and promotional materials that were not provided by the University, including news/feature articles and materials for the print, broadcast and social media, even if the costs for these promotions will be paid by the Agent.

Personal business cards for the Agent depicting any imagery of the University are not permitted.

4.5 The Agent must not:

- (a) engage in any dishonest practices, including suggesting to Prospective Students that they can come to Canada on a student visa with a primary purpose other than Full-time Study;
- (b) facilitate applications for students who do not comply with visa requirements or who the Agent reasonably believes will not comply with visa requirements;
- (c) make any representations or offer any guarantees to students about whether they will be granted a student visa;
- (d) make any representation or offer any guarantees to students about whether they will be admitted to the University;
- (e) engage in false or misleading advertising or recruitment practices;
- (f) make any false or misleading comparisons with any other education provider or their programs;
- (g) make any inaccurate claims of association of the Agent with the University;
- (h) make any inaccurate claims of association of the University with any other education provider;

- (i) give inaccurate information to a Prospective Student about acceptance into the Program for which they applied or into any other Program;
- (j) give inaccurate information to a Prospective Student about the fees and charges payable to the University.

4.6 The Agent does not have the authority to, nor is not permitted to:

- (a) commit the University to accept any Prospective Student into a Program and must not make representations to the contrary and the Agent acknowledges that the University has the sole discretion in the admitting of Prospective Students into its Programs;
- (b) use any registered or unregistered Mark or trade-mark of the University without the prior written consent of the University.

5. REQUIREMENTS OF THE UNIVERSITY

5.1 The University must:

- (a) provide Marketing Material (updated regularly) which explains application procedures, admission requirements, Program details and other non-academic information about the University;
- (b) give the Agent sufficient information to enable the Agent to conduct the Services;
- (c) duly process all completed applications received provided that it is under no obligation to accept any Prospective Students referred by the Agent;
- (d) respond quickly to all applications submitted to the University.

6. CONFIDENTIALITY

6.1 The Agent must keep confidential:

- (a) all information provided by the University, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- (b) the terms of this Agreement

unless otherwise required by law or permitted herein.

7. AGENT'S COMMISSION

7.1 Subject to the other provisions of this clause 7, the University will pay the Agent the Commission for each undergraduate student who:

- (a) is recruited by the Agent; and
- (b) is enrolled in a full time undergraduate academic program; and
- (c) is registered in three (3) or more Courses (9.0 credit hours) per semester as of November 15 for the fall semester or March 15 for the spring semester; and
- (d) has paid in full the respective Course Fees to the University.

7.2 Subject to the other provisions of this clause 7, the University will pay the Agent the Commission for each EAP program student who:

- (a) is recruited by the Agent; and
- (b) is enrolled in the University's EAP program; and
- (c) is registered in four (4) EAP Courses per semester; and
- (d) has paid in full the respective Course Fees to the University.

7.3 An Agent will not be regarded as having recruited a student under this Agreement unless:

- (a) the Agent submits the student's full application for enrolment and that application also bears the Agent's name. Where a student's application has previously been submitted through another Agent the new application will only be receipted when accompanied by a signed letter from the student indicating a change of agent; and
- (b) the Agent submits an acceptance by the student of any letter of offer from the University of a place in a Program.

7.4 No Commission will be payable by the University to the Agent where the student is recruited through the University's own programs.

7.5 No Commission is payable by the University in relation to a recruited student unless the Agent has submitted an invoice in relation to the student:

- (a) containing the University Student Number, family name and given names of the student;
- (b) presented on the Agent's letterhead, which shows current address, telephone, fax and email details of the Agent;
- (c) with an invoice number or reference;
- (d) containing such other information as the University may require; and

submitted prior to the University's published last day to drop courses without academic or financial penalty for each semester (eg. March 31, August 31). After this date the invoice will be reviewed and the Agent notified if any variation to the invoice is required. The Agent must forward the amended invoice no later than 4 weeks after the University's published last day to drop courses without academic or financial penalty for that semester.

7.6 The University must pay the Commission payable under this clause 7 to the address set out in Item 6 of Schedule 1.

7.7 The University reserves the right to obtain additional information and evidence in relation to the entitlement to the Commission payment. The University's decision on the entitlement to Commission will be final.

8. TERMINATING THIS AGREEMENT

8.1 Either party can terminate this Agreement at any time by giving the other party six (6) months prior written notice.

- 8.2 The University can terminate the Agreement at any time and with immediate effect by giving notice to the Agent if the Agent breaches any provision of this Agreement. In particular, but without limiting this provision, the University can terminate this Agreement under this clause 8.2 if the University becomes aware of or reasonably believes that the Agent has breached any provision of the requirements or obligations set out in clause 3 or 4.
- 8.3 The University can terminate this Agreement by giving the Agent 60 days' written notice if the Agent fails to refer any students to the University during any calendar year.
- 8.4 When this Agreement terminates, the Agent must:
- (a) submit to the University all applications from Prospective Students received up to the date of termination; and
 - (b) immediately cease to use any advertising, promotional or other Marketing Material supplied by the University and return all such material to the University by registered mail or a reputable international courier.
- 8.5 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of the University (which may be withheld at its discretion).
- 9.2 The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of the University (which may be withheld at its discretion).
- 9.3 Notwithstanding any subcontract, the Agent remains fully responsible for performing its obligations under this Agreement.

10. NOTICES

- 10.1 A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail to the party at the address specified at Item 6 of Schedule 1, or such revised address notified in accordance with clause 10.2.
- 10.2 A party that changes its address, facsimile number or electronic mail address must give notice of that change to the other party.
- 10.3 The University must be immediately notified of any change to any business trading name of the Agent.

11. THIS DOCUMENT IS THE ENTIRE AGREEMENT

- 11.1 This Agreement and the attached Schedule constitute the complete and full agreement between the parties as to its subject matter and replaces and supersedes any prior arrangement or agreement between the parties, and for the avoidance of doubt commission rates applicable under any prior agreement shall no longer be applied.

12. VARIATION

- 12.1 This Agreement may only be altered in writing, signed by both parties.

13. GOVERNING LAW

- 13.1 This Agreement is governed by and construed in accordance with this law in force in the Province of Alberta, Canada.
- 13.2 The parties submit to the exclusive jurisdiction of the courts of the Province of Alberta.

14. INDEPENDENT SERVICES

- 14.1 The Services to be provided hereunder by the Agent are performed on an independent contracting basis. Nothing in this Agreement is intended or shall be deemed to create an employment, partnership or co-venturer relationship between the parties.


IN WITNESS WHEREOF the parties have executed this Agreement as follows:

Per:

Name: Paul Pan

Title: Executive Director, International

Date:

SIGNATURE:  _____

Sia Immigration Solutions OPC Pvt. Ltd.

Per:

Name: Ms. Mandeep Kaur

Title:

Date: 18/01/2024

SIGNATURE:  _____

Witness Name: Ankita Patel

Date: 18/01/2024

SIGNATURE:  _____

SCHEDULE 1

Item 1: Agent information

Name: Sia Immigration Solutions Opc Pvt. Ltd
Contact: Ms. Mandeep Kaur
Address: Unit No. 16 15th Floor Chandigarh Sushma Infimium

Item 2: Commission Payment

- **Undergraduate:** The University will pay a flat 15% commission, payable on the amount of tuition fees paid for each full-time semester in the first 2 semesters of the undergraduate degree. In addition, a one-time bonus of \$500 per full-time undergraduate student enrolment will be paid on recruiting 10+ students, payable on the 11th student onwards and in the second semester of the Degree. Commission will not be paid for single course enrolments; students must be enrolled in an undergraduate degree program in order for the Commission to be payable.
- **English for Academic Purposes (EAP):** The University will pay a flat \$550.00 commission, payable for each full-time semester in which the student is enrolled up to a maximum of 3 consecutive semesters of study.
- The annual student headcount for bonus payment purposes is from May 1 to April 30.
- In order to be eligible for the Commission, the Agent must supply a tax compliant invoice to the University in accordance with any applicable requirements of Canadian law.
- The following will apply where more than one recruitment Agent seeks Commission for an individual Student enrolment: (a) if more than one recruitment Agent submits an official invoice to the University in respect to any one student enrolling in an individual Program, the University will only be required to pay one Agent the Commission; (b) if the student's Program on the application form for both Agents is the same, the Agent entitled to the Commission will be the Agent about whom the University receives confirmation from the student which Agent they wish to represent them; (c) if the student's Program on the applications is different for each Agent, the Agent entitled to the Commission will be the Agent who recruited the successfully enrolled student.

Item 3: Territory:

India, Nepal, Bangladesh, Sri-Lanka

Item 4: University of Lethbridge Locations

*Lethbridge campus
Calgary campus*

Item 5: Term:

Two (1) year; commencing Jan 14, 2024, and expiring Jan 13, 2025

Item 6: Address for Notices

If to the University: If to the Agent:

*Attention:
Executive Director, International
University of Lethbridge International
4401 University Drive
Lethbridge, Alberta, Canada T1K 3M4*

If to the University: If to the Agent:

*Attention:
Sia Immigration Pvt. Ltd.
Unit no 16, 15th Floor Chandigarh Sushma Infimium
Zirakpur.*