

PACIFIC LINK COLLEGE - AGENCY AGREEMENT

This Agreement is made on: 14 February 2025

Between:

1. Pacific Link College

- Address: 201-10090 152 Street, Surrey, BC, V3R 8X8, Canada
- Burnaby Campus: 200-4980 Kingsway, Burnaby, BC, V5H 4K7, Canada
- Phone: 604-439-9255
- Website: www.plvan.com

2. Agency

- Name: Sia Immigration Solutions Inc.
- Address: 8318 120 St. #304
- Country: Canada
- Representative Name: Manpreet Joshi
- Email: mkj@siaimmigration.com
- Phone: 7782575508

A. Definitions

For the purpose of this Agreement:

- **Agent Fee:** The commission paid by the College for each student recruited and enrolled as per this Agreement.
- **Programs:** All approved academic programs on www.plvan.com and open for international student enrollments.
- **Services:** Recruitment, guidance, and assistance provided by the Agency as detailed in this Agreement.

B. Scope of Services Provided by the Agency

The Agency agrees to:

i. Recruitment and Application Support:

- Recruit students for all programs offered by the College.
- Assist students in completing applications, submitting documents, and meeting eligibility criteria.
- Ensure students are aware of college policies, including tuition fees, refund policies, and code of conduct and submit the signed copy of policy and procedures handbook to the college.

ii. Student Guidance and Communication:

- Provide accurate, up-to-date information about College programs, services, and policies.
- Support students in resolving queries regarding accommodation, banking, transportation, health, and legal support.
- Maintain regular communication with students and their families as needed.

iii. Compliance with Laws:

- Abide by all local and international laws applicable to recruitment and privacy.
- Avoid providing immigration advice unless specifically authorized and licensed to provide immigration advice.

iv. Confidentiality and Data Protection:

- Maintain the confidentiality of all student and College data.
- Comply with all privacy laws and notify the College immediately in case of a data breach.

C. Obligations of Pacific Link College

The College agrees to:

i. Information and Materials:

- Provide accurate and updated information about programs, admission requirements, tuition fees, and policies.

ii. Student Acceptance:

- Issue Letters of Acceptance to students who meet the admission criteria.
- Retain the exclusive right to approve or reject student applications.

iii. Payment of Commission:

- Pay commissions as detailed in the schedule attached, upon meeting the conditions specified in this Agreement.

iv. Confidentiality:

- Maintain the privacy of all student and Agency records as per applicable laws.

D. Commission Structure and Payment Terms**i. Rate:**

- **15%** of tuition fees paid by the student to the College.

ii. Eligibility for Commission:

- Commissions are payable only after:
 1. The College receives full tuition payment from the student.
 2. All required documentation is signed, submitted and approved.
 3. Visa and other regulatory requirements are fulfilled.
 4. Refund deadlines have passed without any claim.
 5. A copy of signed written agreements between agency and students outlining their roles and responsibilities is submitted to the college.

iii. Exclusions:

- No commission is payable on:
 1. Application or administrative fees.
 2. Refunded tuition or canceled enrollments.
 3. Students who do not commence their studies.

iv. **Payment Timeline:**

- Invoices must be submitted monthly.
- Payments will be processed within 30 days of invoice receipt.

v. **Overpayments:**

- The Agency must return any overpaid commissions or amounts paid in error.

E. Compliance and Conduct The Agency must:

- i. Conduct itself with the highest standards of integrity, honesty, and professionalism.
- ii. Avoid discriminatory practices and demonstrate cultural sensitivity.
- iii. Notify the College of any significant changes in ownership, governance, or operations.
- iv. Refrain from false or misleading advertising and ensure adherence to marketing guidelines provided by the College.

F. Refund Policy

- i. The Agency must inform students of the College's refund policy, which includes:
- ii. The Agency must provide documented proof (e.g., visa refusal letters) for any refund requests.

G. Termination of Agreement

i. **By Either Party:**

- This Agreement can be terminated with 60 days' written notice.

ii. **By the College:**

- Immediate termination for breach of contract, non-compliance, or actions damaging the College's reputation.

iii. **Post-Termination Obligations:**

- The Agency must cease all recruitment activities and return all College materials immediately.
- Agency agrees to indemnify, defend, and hold harmless the college from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to its breach of this agreement, negligence, or willful misconduct, except to the extent caused by the other party's negligence or willful misconduct.

H. Governing Law

This Agreement is governed by and construed in accordance with the laws of Canada and requirements of PTIRU and EQA

I. Miscellaneous Provisions

- i. The Agency shall not assign or subcontract this Agreement without prior written consent from the College.
- ii. All disputes will be resolved by the courts of British Columbia, located in Vancouver.
- iii. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.

Appendices

- **Appendix A:** Policy Document: Code of Conduct
- **Appendix B:** Agency Reference Checks
- **Appendix C:** Refund Policy Details

Appendix A: Code of Conduct

Introduction

This policy outlines the responsibilities and expectations for education agents acting on behalf of Pacific Link College in the recruitment and enrollment of international students. By signing this agreement, the education agent commits to adhering to the standards, legal requirements, and ethical practices outlined below.

1. Purpose and Scope

This agreement governs the relationship between Pacific Link College and the education agent in relation to the recruitment of international students. It ensures compliance with Canadian and international laws, as well as the ethical and operational standards of Pacific Link College.

2. Responsibilities of Education Agents

Education agents are responsible for:

- Representing Pacific Link College accurately, honestly, and professionally to prospective and enrolled students.
- Providing students with complete, current, and accurate information, including but not limited to:
 - Admission policies.
 - Language proficiency requirements.
 - Tuition fees and refund policies.
 - Academic standing and grading policies.
 - Non-Eligibility for the Post-Graduation Work Permit Program (if applicable).

3. Selection and Vetting of Agents

Prior to engagement, Pacific Link College will:

- Conduct and document reference checks on potential education agents.
- Confirm the agent has not been involved in misleading, deceptive, or illegal conduct.

The agent agrees to provide accurate and truthful references and disclose any previous breaches of law or regulations.

4. Written Agreement

The agent will sign a written contract with Pacific Link College that includes:

- Detailed responsibilities of the agent and the institution.
- Corrective actions for non-compliance, including possible termination of the agreement.
- Grounds for termination of the contract, such as unethical practices or legal breaches.

5. Transparent Student

Relationships Education agents must:

- Maintain clear and written agreements with students outlining their roles and responsibilities.
- Ensure students understand their contractual relationship with the agent and Pacific Link College.

6. Prohibited Conduct

The agent must not:

- Provide immigration advice unless authorized by the College of Immigration and Citizenship Consultants or a provincial law society in Canada.
- Engage in dishonest recruitment practices, such as:
 - Falsifying documents.
 - Facilitating enrollment for students intending to violate study permit conditions.

Pacific Link College will not accept students recruited under such circumstances.

7. Performance Monitoring

Pacific Link College will:

- Monitor and review the agent's performance and conduct regularly.
- Require agents to submit advertising materials for approval.
- Evaluate the quality and effectiveness of the agent's recruitment practices.

8. Compliance with Ministry Requests

Education agents must provide Pacific Link College with:

- Copies of advertising materials.
- Details of agreements made with students.
- Information related to agent reviews and quality assurance processes.

Pacific Link College will provide such information to the Ministry's EQA Unit upon request.

9. Corrective Actions and Termination

If the agent fails to meet the terms of this agreement, Pacific Link College reserves the right to:

- Issue warnings or corrective actions.
- Terminate the agreement immediately for breaches such as dishonest recruitment practices or non-compliance with laws.

10. Declaration and Acceptance

By signing this agreement, I confirm that I have thoroughly reviewed, understood, and agreed to comply with all responsibilities, obligations, and policies outlined in this document. I further acknowledge that:

- i. I have a full understanding of the legal, ethical, and operational requirements expected of education agents representing Pacific Link College as stipulated in this agreement.
- ii. I am fully aware of and will comply with all applicable Canadian and foreign laws, including but not limited to regulations related to immigration advice, recruitment practices, and transparency in student representation.
- iii. I understand the consequences of non-compliance with the terms of this agreement, including potential corrective actions and termination of the agreement.
- iv. I accept full responsibility for ensuring that all information provided to prospective and enrolled students is accurate, complete, and compliant with institutional policies and applicable laws.
- v. I agree to cooperate fully with Pacific Link College in the monitoring, review, and evaluation of my performance and conduct, and to provide all requested documentation in a timely and transparent manner.
- vi. I acknowledge my role in upholding the reputation and integrity of Pacific Link College and the Canadian education system.

Appendix B: Agency Reference Checks

First Reference Name: Himani Thapa

First Reference Email: Hthapa@lasallecollegevancouver.com

First Reference Business/Institution Name: LaSalle College

1. Duration of Relationship

- How long have you worked with this agency?
2 Years

2. Scope of Engagement

- What services did the agency provide for your institution?
International Students
- Were they responsible for recruiting international students, and if so, how effective were they?
Quite effective

3. Accuracy of Information

- Did the agency provide accurate and up-to-date information to students about your institution's programs, policies, and requirements?
Yes

4. Transparency

- Was the agency transparent in their dealings with your institution and the students they represented? **YES**
- Were there any instances of misrepresentation or misleading practices? **NO**

5. Compliance with Regulations

- Did the agency comply with all applicable laws and regulations, both in Canada and their home country? **YES**
- Were there any issues regarding immigration advice or document falsification? **NO**

6. Ethical Conduct

- Did the agency demonstrate ethical practices in student recruitment and representation? **YES**
- Were there any complaints or red flags raised about their conduct? **NO**

7. Communication and Responsiveness

- How was their communication with your institution? **Satisfactory**
- Were they prompt, clear, and cooperative in resolving issues or answering queries? **YES**

8. Student Satisfaction

- Were the students recruited by this agency satisfied with their experience and the services provided? **YES**
- Were there any complaints from students regarding the agency's guidance or processes? **NO**

9. Professionalism

- Did the agency conduct themselves professionally in all interactions with your institution and students? **YES**
- Were there any instances of unprofessional behavior? **NO**

10. Overall Experience and Recommendation

- Based on your experience, would you recommend this agency to another institution? **YES**
- Are there any concerns or additional comments you'd like to share about working with this agency?

-

Second Reference Name: Suraj Shah

Second Reference Email: sshah@tru.ca

Second Reference Business/Institution Name: Thompson Rivers University

1. Duration of Relationship

- How long have you worked with this agency?
5+ years

2. Scope of Engagement

- What services did the agency provide for your institution?
Recruitment
- Were they responsible for recruiting international students, and if so, how effective were they?
International, effective

3. Accuracy of Information

- Did the agency provide accurate and up-to-date information to students about your institution's programs, policies, and requirements?
Yes

4. Transparency

- Was the agency transparent in their dealings with your institution and the students they represented? **YES**
- Were there any instances of misrepresentation or misleading practices? **NO**

5. Compliance with Regulations

- Did the agency comply with all applicable laws and regulations, both in Canada and their home country? **YES**
- Were there any issues regarding immigration advice or document falsification? **NO**

6. Ethical Conduct

- Did the agency demonstrate ethical practices in student recruitment and representation? **YES**
- Were there any complaints or red flags raised about their conduct? **NO**

7. Communication and Responsiveness

- How was their communication with your institution? **Satisfactory**
- Were they prompt, clear, and cooperative in resolving issues or answering queries? **YES**

8. Student Satisfaction

- Were the students recruited by this agency satisfied with their experience and the services provided? **YES**
- Were there any complaints from students regarding the agency's guidance or processes? **NO**

9. Professionalism

- Did the agency conduct themselves professionally in all interactions with your institution and students? **YES**
- Were there any instances of unprofessional behavior? **NO**

10. Overall Experience and Recommendation

- Based on your experience, would you recommend this agency to another institution? **YES**
- Are there any concerns or additional comments you'd like to share about working with this agency?
Good agent

Appendix C: Refund Policy

Policy:

Pacific Link College is committed to enrolling students who meet program admission criteria and who are likely to succeed in achieving their education and career goals.

Tuition must be paid in full before the program starts. Late registration penalty: \$200.

For all Visa Refusal cases, there will be deductions of up to CAD \$500 application fee plus CAD

\$50 bank service charge.

Procedure:

Student may apply to the Institution for tuition refund, with all necessary documents. The Institution will examine the case of the documents in the order of which it was received and will get back to the student within a reasonable time frame as per the PTIRU guidelines.

For tuition refund disputes, contact the Private Training Institutions Regulatory Unit

www.privatetraininginstitutions.gov.bc.ca

Approved Programs - In-class, or Combined Delivery, or Synchronous Distance Delivery	Refund Due
Before program start date, institution receives a notice of withdrawal or provides a notice of dismissal:	
<ul style="list-style-type: none"> • No later than seven days after student signed the enrolment contract, and • Before the program start date. 	100% of tuition and all related fees, other than application fee. Related fees include administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
<ul style="list-style-type: none"> • More than seven days after student signed the enrolment contract, and • Before the program start date. 	Institution may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.
After the program start date, the institution provides a notice of dismissal or receives a notice of withdrawal (applies to all programs):	
<ul style="list-style-type: none"> • No later than seven days after the program start date, the institution provides a notice of dismissal or receives a notice of withdrawal 	Institution may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.
After program start date, institution provides a notice of dismissal or receives a notice of withdrawal (applies to all approved programs, other than solely asynchronous distance-education-only programs):	
<ul style="list-style-type: none"> • After the program start date, and up to and including 10% of instruction hours have been provided. 	Institution may retain up to 10% of tuition paid or payable under a contract.
After the program start date, and after more than 10% but before 30% of instruction hours have been provided.	Institution may retain up to 30% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> • After the program start date, and after more than 30% but before 50% of instruction hours have been provided 	Institution may retain up to 50% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> • After the program start date, and after more than 50% of instruction hours have been provided. 	No refund due
Student does not attend - "no-show" (applies to all students except those enrolled in a program delivered solely by asynchronous distance education):	
<ul style="list-style-type: none"> • A student does not attend the first 30% of the program. 	Institution may retain up to 50% of the tuition paid under a contract.
Institution receives a refusal of study permit (applies to international students requiring a study permit):	
<ul style="list-style-type: none"> • Before 30% of instruction hours would have been provided, had the student started the program on the later of the following: <ol style="list-style-type: none"> a. The program start date in the most recent Letter of Acceptance b. The program start date in the enrolment contract • Student has not requested additional Letter(s) of Acceptance. 	100% tuition and all related fees, other than application fee.

Approved Programs - Solely Asynchronous Distance Delivery	Refund Due
Before program start date, institution receives a notice of withdrawal or provides a notice of dismissal:	
<ul style="list-style-type: none"> No later than seven days after student signed the enrolment contract, and Before the program start date. 	100% of tuition and all contract, and related fees, other than application fee. Related fees include administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
<ul style="list-style-type: none"> More than seven days after student signed the enrolment contract, and Before the program start date. 	Institution may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.
After program start date, institution provides a notice of dismissal or receives a notice of withdrawal (applies to only approved solely asynchronous distance-education-only programs):	
<ul style="list-style-type: none"> No later than seven days after the program start date 	Institution may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.
<ul style="list-style-type: none"> Student has completed no more than 10% of the program 	Institution may retain up to 10% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> Student has completed no more than 10% but less than 30% of the program 	Institution may retain up to 30% of the tuition paid or payable under a contract.
<ul style="list-style-type: none"> Student has completed more than 30% but less than 50% of the program 	Institution may retain up to 50% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> Student has completed 50% or more of the program 	No refund due

Programs that do not require approval - programs that have tuition of \$4,000 or more and that are not solely provided through distance education:	Refund Due
<ul style="list-style-type: none"> The student does not attend the program, and The institution receives from the student a notice of withdrawal or a copy of refusal of a study permit no later than 30 days after the later of: <ol style="list-style-type: none"> the start date of the program in the most recent Letter of Acceptance b) the start date of the program in the enrolment contract. 	100% tuition and all related fees, other than application fees

Approved Programs - All Delivery Methods	Refund Due
Student enrolled in a program without having met the admission requirements for the program	
<ul style="list-style-type: none"> If the student did not misrepresent the student's knowledge or skills when applying for admission and the registrar orders the institution to refund tuition and fees. 	100% tuition and all related fees, including application fees
Institution does not provide a work experience	
<ul style="list-style-type: none"> The institution fails to provide the work experience within 30 days of the contract end date, unless the registrar determines the institution was prevented from doing so by circumstances beyond its control. 	100% tuition and all related fees, other than application fees

As part of the above agreement between Pacific Link College (PLC) and the agency, the following obligations and responsibilities must be acknowledged and upheld by the agency:

1. **Accurate and Complete Communication to Prospective Students**

The agency must ensure that prospective students are provided with current, complete, and accurate information regarding:

- The institution's quality assurance requirements.
- Admission policies and language proficiency requirements.
- Credential assessment procedures.
- Programs, instruction, and courses offered.
- Available services, tuition fees, and refund policies.
- Terms, grading, and academic standing policies.
- Operating policies of the institution.
- Non-eligibility of graduates for the Post-Graduation Work Permit Program (PGWP)

2. **Prohibition Against Unauthorized Immigration Advice**

The agency must not provide immigration advice unless the individual providing the advice is:

- A licensee in good standing with the College of Immigration and Citizenship Consultants (CICC); or
- A member of a recognized law society in a province or territory of Canada.

3. **Prohibition of Dishonest Recruitment Practices**

The institution will not accept students from the agency if it knows or reasonably suspects that the agency is:

- Engaging in dishonest recruitment practices, such as falsifying study permit documents for applicants or students.
- Facilitating the enrollment of international students while knowingly allowing or encouraging the student to disregard the conditions of their study permit.

Acknowledgment of Receipt and Understanding for all Agency Policies mentioned in this document.

I, the undersigned, hereby declare and acknowledge that:

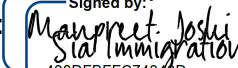
- a. All information provided in this application form and supporting documents is true, accurate, and complete to the best of my knowledge.
- b. I understand that I am prohibited from providing immigration advice to students unless I hold a valid Regulated Canadian Immigration Consultant (RCIC) license and have read, understood, and agree to abide by all Pacific Link College policies mentioned at this link - <https://www.plvan.com/student-policies/>
- c. I confirm that I have no criminal record in any jurisdiction, countries or in Canada.
- d. I acknowledge that any false, misleading, or incomplete information provided in this application will result in:
 - Immediate rejection of the partnership application
 - Termination of any existing partnership agreement
 - Potential legal consequences as permitted by applicable laws

Agency: Sia Immigration Solutions Inc.

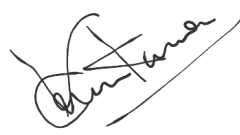
Pacific Link College

Representative Name: Manpreet Joshi

Name: Varun Kumar

Signature:  Manpreet Joshi
Sia Immigration Solutions Inc.

Date: 21/11/2025

Signature: 

Date: 14 February 2025