



Mailing Address:
12666 – 72nd Avenue,
Surrey, B.C.
V3W-2M8
Canada

AMENDMENT

THIS AMENDMENT is dated as of **March 17, 2025** (the “**Effective Date**”).

BETWEEN:

KWANTLEN POLYTECHNIC UNIVERSITY, a university in British Columbia pursuant to the *University Act*, RSBC 1996, c. 468, as amended from time to time

(“**KPU**”)

AND

Sia Immigration Solutions a corporation incorporated under the laws of **Canada** with an office located at:

**#301 246 2nd Avenue
Kamloops BC V2C 2C9
Canada**

(the “**Agent**”)

WHEREAS:

- A. KPU and Agent (the “Parties”) have an existing contractual relationship for the Agent to provide post-secondary student recruitment services to KPU (the “Contract”); and
- B. The Parties have agreed to amend the Contract pursuant to the terms of this Amendment.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Except as otherwise expressly provided in this Amendment, all of the terms and conditions in the Contract between the Parties remain unchanged and in full force and effect.
- 2. The Parties agree to amend the Contract as follows:
 - a. Article 10 of the Contract, or its equivalent Sub-Agent/Assignment provisions in the Contract, shall be deleted and replaced with the following:

**ARTICLE 10 (or equivalent)
SUB-AGENTS/ASSIGNMENT**

10.1 The Agent shall not delegate any duties or assign or transfer any rights or obligations under this Agreement without the prior written consent of KPU, which consent shall be in KPU's sole and absolute discretion. Any attempted delegation or assignment or transfer of this Agreement by the Agent without KPU's prior written consent shall:

- a. constitute a material breach of this Agreement; and
- b. will be void and of no force or effect.

10.2 The Agent must ensure that sub-agents:

- a. Adhere to all legal responsibilities applicable to education agents under Canadian law, including but not limited to compliance with immigration regulations and consumer protection laws;
- b. Comply with the Education Quality Assurance (EQA) Code of Practice, including ethical recruitment practices, accurate representation of KPU programs, and student support requirements; and
- c. Follow all KPU policies and procedures related to student recruitment, admissions, and tuition payments.

10.3 The Agent must obtain a **signed agreement** in the form attached as Schedule "E" from each sub-agent confirming their acceptance and commitment to comply with:

- a. This Agreement between KPU and the Agent.
- b. KPU's policies and procedures.
- c. The EQA Code of Practice.

10.4 The Agent shall be fully liable for its sub-agents. If a sub-agent is found in violation of this Agreement, KPU may immediately terminate this Agreement.

10.5 The Agent must maintain a record of all sub-agents engaged under this Agreement and all signed agreements in accordance with Section 10.3 and provide this information to KPU upon request. KPU reserves the right to review sub-agent compliance and request corrective actions if necessary.

10.6 The Agent shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement during the Term and any renewal terms.

10.7 KPU shall be entitled to assign and/or transfer any of its rights and/or obligations under this Agreement to any other person without the consent of the Agent.

- b. The following shall be added as Article 16, or as the last Article of the Contract if Article 16 exists:

ARTICLE 16 EQA RULES

16.1 The Agent agrees to abide by the British Columbia government's standards for international education that includes the effective January 2025 as set out in Schedule "D", and shall be solely responsible for the following:

- a. not be involved in any conduct that is misleading, deceptive, or in breach of any Canadian or foreign laws;
- b. maintaining transparent relationships with students through written contracts that govern the relationship between the student and the Agent;
- c. communicating to prospective students current, complete, and accurate information about the institution's quality assurance requirements, admission

- policies, language proficiency requirements, credential assessment, programs, instruction and courses, services, tuition, refund policies, terms, grading and academic standing policies, operating policies, and whether graduates of the institution may be eligible for the Post-Graduation Work Permit Program;
- d. not providing immigration advice, unless that agent is authorized to do so as a licensee in good standing with the College of Immigration and Citizenship Consultants, or a member of a law society of a province or territory of Canada; and
 - e. not engaging in, or has previously engaged in, dishonest recruitment practices such as falsifying study permit documents for applicants or students or facilitating the enrolment of international students while knowing that the international student does not intend to comply with the conditions of their study permit.
- c. Appendix A of this Amendment shall replace Schedule “B” of the Contract, or the equivalent Schedule on Agent’s Fees in the Contract, in its entirety.
 - d. Appendix B of this Amendment shall be added to the Contract as Schedule “D”.
 - e. Appendix C of this Amendment shall be added to the Contract as Schedule “E”.
3. Time shall be of the essence with respect to the terms and conditions of this Amendment.
 4. In this Amendment, unless the context requires otherwise, words importing the singular shall include the plural and vice versa, words importing a gender include every gender, words denoting persons shall include bodies corporate or firms, partnerships, joint ventures, trusts or other entities (whether or not having a separate legal personality), and references to “party” or “parties” in this Amendment are to a party or to the parties to this Amendment.
 5. This Amendment shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
 6. In giving effect to this Amendment, neither party shall be or be deemed to be an employee of the other and nothing in this Amendment shall constitute a partnership or joint venture between the Parties.
 7. This Amendment contains the entire agreement between the Parties with respect to the subject matter contained herein.
 8. Should any part of this Amendment be void or unenforceable for any reason whatsoever, such part shall be severable and the remainder of the Amendment shall remain in full force and effect.
 9. No amendment or variation of the provisions of this Amendment shall be binding upon either of the parties unless it is evidenced in writing and executed by each of the parties.
 10. Each party will, at its own expense, do such further acts and execute and deliver such further documentation as is necessary to give full effect to this Amendment and each provision hereof.
 11. This Amendment is deemed to be made under, governed by and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties

irrevocably submit to the jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.

12. This Amendment may be executed in separate counterparts by the Parties and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Executed copies of the signature pages of this Amendment sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the Parties to exchange original signatures as quickly as practicable after execution of this Amendment, but failure to do so shall not affect the validity, enforceability or binding affect of this Amendment.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment as of the Effective Date.

KWANTLEN POLYTECHNIC UNIVERSITY

Per:



Ann Yuan
Director, International Recruitment,
Admission & Articulation

Sia Immigration Solutions

Per:



Manpreet Joshi
Agency Owner

APPENDIX A

AGENT'S FEES

For the purposes of this Schedule "B", the term "First Year of Study" means the twelve (12) month period comprised of three semesters beginning on the date a Registrant first commences study at KPU and ending on the date twelve (12) months thereafter, regardless of how many credit hours of study such Registrant is enrolled in during that twelve (12) month period.

Subject to the terms of this Agreement, including, without limitation, Article 5, for each Registrant whose Application was delivered to KPU by the Agent, KPU shall pay to the Agent the following fees in the first two semesters of a Registrant's First Year of Study:

- a) for each such Registrant who pays Tuition Fees for nine (9) or more credit hours in a semester, a fee equal to 15% of the Tuition Fees for fifteen (15) credit hours; or
- b) for each such Registrant who pays Tuition Fees for less than nine (9) credit hours in a semester, a fee equal to 15% of the Tuition Fees for the actual number of credit hours paid for by such Registrant for such semester.
- c) for each such Registrant, fees will only be paid to the Agent for the first two semesters in such Registrant's First Year of Study for which the Registrant must pay Tuition Fees in full. No fees will be payable with respect to Tuition Fees paid by a Registrant after the conclusion of two semesters of study by such Registrant, and in no event will any fees be payable with respect to such Registrant after the conclusion of such Registrant's First Year of Study.
- d) for each Registrant upgrading to an Undergraduate (UG) program upon successful completion of ACP courses, the Agent shall be entitled to receive a fee for the first two semesters of the pathway program, regardless of the pathway level at which the Registrant is enrolled. Upon the Registrant's successful admission to a UG program and enrollment in a minimum of three (3) credit-bearing courses, the Agent shall be entitled to an additional fee payment.
- e) for each Registrant with an outstanding balance at the time of commission reporting, the agent may claim the fees once the Registrant clears the outstanding balance, provided this occurs within one year from the date of the commission invoice.
- f) The maximum amount of the fees payable to the Agent for any given Registrant is 15% of the Tuition Fees for 30 credit hours, regardless of the number of credit hours of study such Registrant is enrolled in at KPU during the first two semesters of a Registrant's First Year of Study.
- g) Any other arrangements between the Agent and KPU for fees for services similar to the Services, but applicable to programs such as short-term programs, group programs, dual institutional projects, etc. will be covered by a separate agreement, if any.

APPENDIX B

International Education Code of Practice Effective January 2025

Context

International education enhances British Columbia's education system, and contributes to the social, cultural, and economic development of the province. International engagement benefits student learning and growth, contributes to local access to education through expanded programming, and links institutions and communities across the province to the global knowledge economy.

The Ministry of Post-Secondary Education and Future Skills (the Ministry) provides leadership and direction for post-secondary education and skills training systems in British Columbia. The Ministry expects all British Columbia Education Quality Assurance (EQA) designated post-secondary institutions that host international students to deliver the quality education experience and supports all students expect and deserve. International education programs are expected to provide positive education outcomes in a supportive environment for international students; social and cultural benefits to communities, schools, and institutions; and valuable intercultural learning for all students, with an overall commitment to quality education.

International education programming is expected to be delivered in a manner that supports the institution's work to respond to the Calls to Action of the Truth and Reconciliation Commission and implementation of the *Declaration on the Rights of Indigenous Peoples Act*.

Purpose of Code

The Code of Practice (the Code) sets consistent standards for institutions:

- a. providing programs of education or training to international students;
- b. interacting with or engaging an education agent¹ who engages with prospective international students; and
- c. providing supports to international students so that certain conditions are in place to ensure a positive experience that furthers the students' education.

By applying for EQA designation, institutions agree to meet the Code's standards. The Ministry will require institutions to demonstrate how they meet any or all the standards at regular intervals and at any reviews for EQA eligibility, as per the EQA Policy and Procedures Manual (the Manual).

Standards of Conduct — Institution Requirements

Institutions wishing to host international students must demonstrate their ability to meet the unique needs of international students by adhering to the following requirements:

¹ Education agents can be individuals or organizations located in Canada or abroad offering marketing, promotion, recruitment and other services in the education sector. Education agents are known by various titles such as student advisors, education consultants, counsellors or representatives, and include subcontracted agents.

Marketing and promotion

- The institution must ensure that the marketing and promotion to prospective international students includes clear, sufficient, and accurate information regarding the institution, the student experience, and the student's career prospects after program completion. At a minimum, this should include factual information on living costs, housing costs, availability of suitable accommodation, tenancy rights in British Columbia, and whether or not the institution and the program(s) of interest are eligible for the Post-Graduation Work Permit Program following graduation. This information is key to enabling students to make informed choices about the services provided and potential access to the British Columbia labour market in the future.

Education agents

- The institution is responsible for the education agents working on behalf of the institution including all representations made by the education agents to prospective and enrolled students.
- Institutions must have practices for effectively managing and monitoring the performance and conduct of education agents in relation to international students, including:
 - The institution must conduct and record reference checks on potential education agents and undertake other best efforts to determine the education agent is not involved in any conduct that is misleading, deceptive, or in breach of any Canadian or foreign laws prior to entering into a contract with the education agent.
 - The institution must enter into a written agreement with each education agent it engages to represent it. The written contract must outline the responsibilities of the institution and the education agent, the corrective action² that may be taken by the institution if the education agent does not comply with the obligations under the written contract, as well as the institution's grounds for terminating the contract with the agent.
 - The institution must ensure the education agent maintains transparent relationships with students through written contracts that govern the relationship between the student and agent.
 - The institution must ensure education agents have and communicate to prospective students current, complete, and accurate information about the institution's quality assurance requirements, admission policies, language proficiency requirements, credential assessment, programs, instruction and courses, services, tuition, refund policies, terms, grading and academic standing policies, operating policies, and whether graduates of the institution may be eligible for the Post-Graduation Work Permit Program.
- The institution must not accept students from an education agent if it knows or reasonably suspects the agent is:
 - providing immigration advice, unless that agent is authorized to do so as a licensee in good standing with the College of Immigration and Citizenship Consultants, or a member of a law society of a province or territory of Canada; or
 - engaging in, or has previously engaged in, dishonest recruitment practices such as falsifying study permit documents for applicants or students or facilitating the enrolment of international students while knowing that the international student

² Corrective actions may include providing education agents with additional information, targeted training on expectations of the agent, up to and including termination of the contract.

does not intend to comply with the conditions of their study permit.

- The institution must provide upon request to the EQA Unit of the Ministry complete, accurate and timely information about their education agents and agency relationships, including but not limited to copies of advertising used by agents, agreements made between the institution and agents, agent quality assessment and assurance, and the institution's agent review processes.

Offer, enrolment, contracts, and tuition

- The institution must provide accurate information that is easily located and publicly accessible regarding tuition rates, other required or incidental fees, and refund policies affecting prospective and current students, including in print materials and on the institution's website.
- The institution must limit and manage its enrolment of international students within the institution's Provincial Attestation Letter cap allocation to ensure that it has sufficient facilities, services, and supports for all students. The institution must develop and maintain an enrolment management strategy to ensure the number of international students accepted to the institution does not impact the availability and quality of facilities, services and supports for existing students.
- The institution must not knowingly enroll an international student seeking to transfer from another institution prior to the international student completing at least one session (e.g., quarter/semester/term) of their initial academic program, or a minimum of 25% of a career college program unless one of the following apply:
 - the institution from which the student seeks to transfer (the "releasing institution") has ceased to maintain the EQA designation;
 - the institution to which the student seeks to transfer (the "accepting institution") verifies that the releasing institution is aware that the international student is seeking transfer and the releasing institution has directly confirmed that the international student is enrolled, attending, and is not on academic suspension at the releasing institution;
 - the accepting institution verifies that the transferring student has completed a Designated Learning Institution (DLI) Student Transfer online showing that the student is now enrolled at the accepting institution.

Student orientation and support

- The institution must offer an orientation program for international students at the outset of their educational program that provides the information and advice necessary for the student to successfully transition to their studies and life in Canada. The orientation can be offered either virtually or at the location the international student is enrolled.
- The institution must provide a written orientation package to international students at no additional cost to the student. The orientation package must include information about living costs, housing costs, availability of suitable accommodation, requirements for program attendance and progression, the institution's policies, including the policy for dispute resolution for academic and non-academic disputes, employment rights and conditions in British Columbia, and tenancy rights in British Columbia.
- The institution must have sufficient student support personnel available at its locations to provide support to international students regarding adjusting to life in Canada and studying at the institution. The institution must designate a staff member or members to be the official point of contact for international students.
- The institution must provide to international students written information about the

facilities and resources available to international students, including support services available to assist international students regarding adjusting to life in Canada and studying at the institution. The information must also be made available on the institution's website.

Progression, attendance, and academic learning support

- The institution must clearly outline and inform international students of the requirements to achieve satisfactory program progress and attendance as well as the action that is taken by the institution if the student does not meet these requirements.
- The institution must document and monitor international students' program progress and attendance of classes.
- The institution must include on the institution's website information regarding education services and learning support staff that are available to international students.

Student safety, well-being, and health

- The institution must:
 - ensure suitable mental health supports are available and accessible for international students; ensure addiction and overdose supports are available and accessible for international students in adherence to provincial guidelines (e.g. access to free Naloxone and information on overdose prevention and response);
 - ensure all students and institution staff are provided with information that promotes an inclusive culture across the learning environment, and work with learners and staff to recognize and respond effectively to discrimination and racism; and
 - ensure international students registering for programs with a duration of 15-weeks or more provide evidence of sufficient health care insurance coverage for the duration of their stay.³
- The institution must ensure that information on available supports for student safety, health, well-being, mental health, and addictions is available on the institution's website.

Housing assistance

- The institution must include information on the institution's website regarding housing options available, either on campus or in the community, as well as information about housing costs, availability of suitable accommodation, and tenancy rights in British Columbia.

Post-graduation employment information

- For institutions with programs eligible for the federal Post-Graduation Work Permit or other federal work permits, the institution must:
 - offer employment services to graduating students;
 - provide graduating international students with information on immigration resources, including information related to the Post-Graduation Work Permit

³ Under the *Medicare Protection Act*, enrolment with MSP is mandatory for all eligible residents and their dependents. International students in British Columbia with a study permit valid for six months or more are deemed residents of British Columbia and required to register for MSP.

- Program where applicable; and
 - link graduating students to programs and supports regarding employment available to them outside of the institution.
- Institutions must not provide any immigration advice to graduating international students, except advice that is provided by a licensee in good standing with the College of Immigration and Citizenship Consultants or a member of a law society of a province or territory of Canada.

Complaints, harassment, and dispute resolution

- The institution must establish a formal process for receiving and resolving complaints made by international students, including about academic and administrative matters, student support services, misleading information provided by the institution's education agents, and harassment and discrimination based on the protected grounds outlined in the BC Human Rights Code⁴. Information about this process must be available on the institution's website.

Critical incident and crisis management policy

- The institution must create and implement a policy and process for managing critical incidents and crisis situations, including designating specific staff members(s) responsible for the institution's crisis and critical incident management. This policy must be available on the institution's website.

Compliance with the Code

- If an institution that holds EQA designation does not comply with this Code, the Ministry may revoke the institution's EQA designation, in accordance with the Manual.
- If an education agent working on behalf of the institution engages in the conduct prohibited under the "Education agents" section, the Ministry may revoke the institution's EQA designation in accordance with the Manual.

⁴ "Protected characteristics" or "grounds of discrimination" under the Human Rights Code include: Age; Family status; Marital status; Physical disability; Mental disability; Race, colour, place of origin, and ancestry; Indigenous identity; Sex; Gender identity or expression; Sexual orientation; Religion; Criminal conviction unrelated to the relevant issue; Political belief; Lawful source of income.

AGREEMENT TO BE BOUND

4. The Sub-Agent agrees to comply with the British Columbia government's standards for international education that includes the effective January 2025 as set out in Schedule "D" of the Agency Agreement, and shall be solely responsible for the following:
 - (a) not be involved in any conduct that is misleading, deceptive, or in breach of any Canadian or foreign laws;
 - (b) maintaining transparent relationships with students through written contracts that govern the relationship between the student and the Agent;
 - (c) communicating to prospective students current, complete, and accurate information about the institution's quality assurance requirements, admission policies, language proficiency requirements, credential assessment, programs, instruction and courses, services, tuition, refund policies, terms, grading and academic standing policies, operating policies, and whether graduates of the institution may be eligible for the Post-Graduation Work Permit Program;
 - (d) not providing immigration advice, unless that agent is authorized to do so as a licensee in good standing with the College of Immigration and Citizenship Consultants, or a member of a law society of a province or territory of Canada; and
 - (e) not engaging in, or has previously engaged in, dishonest recruitment practices such as falsifying study permit documents for applicants or students or facilitating the enrolment of international students while knowing that the international student does not intend to comply with the conditions of their study permit.
5. In the event of a conflict between the terms of this Agreement and any agreements between the Agent and Sub-Agent, the terms of this Agreement shall prevail.
6. Time shall be of the essence with respect to the terms and conditions of this Agreement.
7. In this Agreement, unless the context requires otherwise, words importing the singular shall include the plural and vice versa, words importing a gender include every gender, words denoting persons shall include bodies corporate or firms, partnerships, joint ventures, trusts or other entities (whether or not having a separate legal personality), and references to "party" or "parties" in this Agreement are to a party or to the parties to this Agreement.
8. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
9. This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein.
10. Should any part of this Agreement be void or unenforceable for any reason whatsoever, such part shall be severable and the remainder of the Agreement shall remain in full force and effect.
11. No amendment or variation of the provisions of this Agreement shall be binding upon either of the Parties unless it is evidenced in writing, executed by each of the Parties, and approved by KPU.
12. Each Party will, at its own expense, do such further acts and execute and deliver such further documentation as is necessary to give full effect to this Agreement and each provision hereof.
13. This Agreement is deemed to be made under, governed by and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties

irrevocably submit to the jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.

14. This Agreement may be executed in separate counterparts by the Parties and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the Parties to exchange original signatures as quickly as practicable after execution of this Agreement, but failure to do so shall not affect the validity, enforceability or binding affect of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

Sia Immigration Solutions

Per:



Manpreet Joshi
Agency Owner

Sub- Agency Name:

Per:

Sub-Agency Owner