

# International Students Recruitment Agency Agreement

Ontario International College (hereinafter referred to as Party A) and \_\_\_\_\_ (hereinafter referred to as Party B) have reached the following agreement after serious discussions concerning the recruitment of international students by Party B on behalf of and for the courses and programs of Party A (“the College”) in \_\_\_\_\_ (Name of a country/territory/jurisdiction) and its peripheral regions (“Territory”):

## 1. Obligations - Party A

Party A shall devote major efforts to support Party B in recruiting and enrolling students to the courses and programs of Party A and hereby commits itself to the following obligations:

- (1) Provide Party B with the registration and accreditation documentation issued by Canadian Educational and Immigration Authorities;
- (2) Provide Party B with textual, graphic, audio and video materials presenting the products and services of Party A;
- (3) Issue Certificate of Authorization in favour of the plenipotentiary of Party B;
- (4) Provide Party B with student recruitment plan, tuition fee schedule, curriculum and program information;
- (5) Issue appropriate acceptance letter, tuition receipt and any other documentation Party A is required to provide to the student recruited by Party B for the purpose of applying for a student authorization after the full-amount of tuition and registration fee are received by Party B from the student;
- (6) Assist Party B to inquire into and expedite the processing of student authorizations;
- (7) Grant authority to Party B to recruit students for the Business in the Territory.

(8) Fulfill all promises of services and products.

## 2. **Obligations - Party B**

Party B shall provide whole-hearted student recruitment and visa application counseling services to Party A and the students who are contracted by Party B to take the courses and programs of Party A and commits to the following obligations:

- (1) Provide Party A all the certification and documentation which allow Party B to carry on the Business in the Territory in a lawful fashion;
- (2) Inform Party A promptly of the policies and regulations concerning the administration of the affairs of the students who wish to study Canada;
- (3) In its sole discretion widely publicize and actively promote the courses and programs and services of Party A to prospective students in the Territory;
- (4) Assist all the prospective students to complete the application forms and prepare the financial sponsorship or guarantee certificates and any other documentation required by the student for the visa application;
- (5) Remit to Party A within 10 working days the registration fee collected from each student when the student has completed the application form for either the high school or pre-university preparation or diploma programs offered by Party A.
- (6) Remit to Party A within 10 working days tuition or tuition deposit collected from the student;
- (7) Provide for each student acceptance letter, tuition fee receipt and any other documentation issued by Party A in support of the student visa application (“Student Visa Documentation”);

(8) Inform Party A promptly of the status of the student visa application;

(9) Conduct the Business in accordance with the terms set out by this Agreement and the Certificate of Authorization.

(10) In cases where the visa application has been declined by Immigration Canada refund

all the tuition fees except the non-refundable portion no later than one month commencing from the date when Party B has been notified that the case has been denied and forthwith provide photo static copies of the rejection letter along with an application for refund completed by the student to Party A;

(11) Party B shall allow Party A full access to the resources of any education exhibition

program organized or provided by Party B in any city in \_\_\_\_\_ at no cost so long as this Agreement is in full force and effect and Party A will be entitled to its own staff present at the exhibition;

3. The parties hereto have reached the following agreement with regard to the standards, method of payment and the mechanism of the administration of the tuition, registration, commission and consulting service fees:

(1) Party A shall in its sole discretion set the tuition and fee standards in accordance with to the global educational market as well as the educational market in the Territory and shall promptly inform Party B of the fee schedule and any changes thereto;

(2) Party A agrees that Party B will be entitled to a commission ("Commission") at the following rates based upon the first year (two semester) tuition fee paid by a student recruited and enrolled by Party B when the student has successfully obtained the student authorization:

- i. twenty per cent (20%)- for 1 to 15 students;
- ii. twenty-five per cent (25%) for over 16 students;

- (3) Party A acknowledges that Party B will be entitled to Commission based upon the above rates for ESL programs offered by Party A should at some future date Party A choose to charge tuition for ESL programs.
- (4) Party B shall in its sole discretion have the right to set the consulting service fee standards in the Territory.
- (5) Party B shall collect from each student the full amount of tuition fees and registration fees once the student has been accepted for admission by Party A and shall remit to Party A within 10 working days all the fees Party B had collected on behalf of Party A.
- (6) Party B shall sign a formal written agreement with each student which will specify: the tuition fees payable, the consulting service, the refundable and non-refundable fee items and refund amount procedures;
- (7) Party B agrees not to spend any monies remitted by any student other than the non refundable fees until such time as the student has successfully obtained student authorization;
- (8) Any party whose conduct contravenes the above terms and regulations of this agreement on the administration of the tuition fees, commission and consulting service fees shall bear the responsibility for all the serious consequences arising therefore;
- (10) In cases where a visa application of a prospective student is declined Party B must  
inform Party A without delay of the situation and send to Party a photo static copy of the refusal letter and submit a formal written request for a refund executed by the student in the form attached hereto as Schedule "D" with photo static copies of the receipts and any other required documentation required for a refund. Party B will remit all the refundable fees to the bank account designated by the student within one month.

(11) The parties agree that no student is entitled to a refund unless the student has received refusal letter from a Canadian Embassy or a Canadian Consulate / Commission.

(12) In cases where a partial refund is granted to a student recruited and referred to Party A by Party B, Party B must return any commission paid to Party B according to the following formula: Commission returnable = (is equal to) actual commission payment – (minus) tuition and fees for courses and services already provided by the College x (times) the commission rate as stipulated in this agreement between both parties.

4. Party B may only make promises of products and services to prospective students in accordance with what has been specified in the official publications or / and documentation signed and sealed by the authorized management staff of Party A. Party B must not enter into any verbal agreement or sign any contract with any prospective student or any individual person or organization which would incur any obligations or responsibilities to Party A without first obtaining written consent signed and sealed by the authorized management staff of Party A. In cases where products and services need to be added in order to coordinate with some large scale promotion activities, Party B must notify and consult Party A. Party B must not act before receipt of written consent and authorization from Party A.
5. This agreement shall be valid for two years and shall be automatically renewed for another term of two years if there is no objection from either party. It shall be renewed on the analogy of this for the rest of the terms when it comes up for renewal. During the current term, if any party has a breach of the agreement, the other party has the right to terminate it at any time.
6. The Term of this Agreement (the **“Term”**) shall be for two (2) years from the 1<sup>st</sup> day of (mm/yyyy) to the 31<sup>st</sup> day of \_\_\_\_\_(mm/yyyy). The Term shall be automatically extended and renewed for successive two (2) year periods thereafter provided however, either party may terminate this Agreement effective as of the end of any year of such term after the initial two (2) year period has expired, by giving written notice to the other party at least sixty (60) days prior to the end of such year. Provided

that all other rights and duties of the Parties shall survive the effective date of termination of this Agreement.

7. Any notice to be given by either party hereunder may be validly given if sent by registered mail, postage prepaid, addressed to the other at the respective addresses given below:

if to Party A:

Ontario International College

4580 Dufferin Street

Suite 600

Toronto, Ontario

M3H 5Y2

Attention: Mr. Anchuan Jiang

B 416 739 1888

F 416 739 1884

Email [ceo@oicedu.ca](mailto:ceo@oicedu.ca)

if to Party B:

\_\_\_\_\_ (Name of the Recruitment Agency) and  
\_\_\_\_\_ (contact) at \_\_\_\_\_ (address),

Tel.: \_\_\_\_\_;

Fax: \_\_\_\_\_;

Email: \_\_\_\_\_..

Party A:

Party B:

Ontario International College

(Name of the Recruitment Agency)

Per \_\_\_\_\_

Per \_\_\_\_\_

Anchuan Jiang - President

Mr./Mrs./Miss \_\_\_\_\_ , \_\_\_\_\_(Title)

I have the authority to bind the corporation.

I have the authority to bind the corporation.

at the City of Toronto this first Day \_\_\_\_\_(mm/yyyy) and at the City of  
\_\_\_\_\_(name of the city where the agreement is signed and/or endorsed)  
this \_\_\_\_\_(mm/yyyy).