



# Student Recruitment Agreement

## Student Recruitment Agreement

### BETWEEN:

The Board of Education of School District No. 8 (Kootenay Lake), 811 Stanley Street, Nelson, BC V1L 1N8

### AND

LEGAL NAME OF RECRUITER: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS Line: \_\_\_\_\_

ADDRESS Line 2: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ Email: \_\_\_\_\_

### WHEREAS:

1. The Board offers public education to students in British Columbia;
2. The Board offers an educational program (the “International Program”) to students not ordinarily resident in British Columbia for a fee (“International Students”);
3. The Recruiter represents that it has an expertise in recruiting appropriate International Students to attend in British Columbia and participate in the International Program;
4. The Board wishes to retain the Recruiter to recruit appropriate International Students to enroll in its International Program; and
5. The Board and the Recruiter wish to record the terms of their agreement for the Recruiter to recruit appropriate International Students to enroll in the Board’s International Program.

### ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

## Obligations of the Recruiter

1. The Recruiter shall:
  - a. at its own expense, advertise, market and promote the Board's International Program;
  - b. provide any prospective marketing or advertising materials with respect to the International Program to the Board for prior approval;
  - c. provide the proposed International Student with accurate information about the Board and the International Program, including the Homestay Program and any policies and procedures of the Board or the International Program, including information as to how the International Student's participation in the International Program may be terminated by the Board as well as information concerning all fees related to participation in the International Program;
  - d. recruit appropriate International Students to enroll in the Board's International Program. An appropriate International Student means a student of good character that is capable of successfully completing the academic requirements of the International Program;
  - e. assist the proposed International Student in completing all required application forms and obtaining any required documentation including study permits for participation in the International Program;
  - f. submit to the Board completed application forms and all relevant and necessary documents for enrolment in the Board's International Program and participation in the Board's Homestay Program;
  - g. facilitate the payment of tuition and other fees in respect of an International Student accepted into and enrolling in the International Program;
  - h. provide the Board timely communication with respect to International Student travel arrangements and accommodation needs;
  - i. facilitate communication between the International Student's family and the Board, as and when required;
  - j. comply with all applicable laws, including the Freedom of Information and Protection of Privacy Act;
  - k. indemnify the Board from and against any and all losses of any kind, including legal costs,

incurred by the District, arising directly or indirectly out of any actions of the Recruiter, including but not limited to breach of this Agreement, negligence, or misrepresentation;

- l. not alter any invoice received from the District, but will present the invoice to the client as received from the District; and
- m. provide the Board upon request with satisfactory evidence that it holds any necessary licenses or operating permits entitling it to carry on business in its home country.

2. The Recruiter shall not:

- a. hold itself out as a department or part of the Board;
- b. represent that a potential International Student will be accepted for enrolment by the Board in the International Program; or
- c. represent that it has any authority to enter into any agreement on behalf of the Board.

**Obligations of the Board**

3. The Board will:

- a. provide the Recruiter with full information on courses, programs, and policies of the Board and the International Program, including the Homestay Program and any applicable fees;
- b. determine annually the tuition and other fees associated with the International Program;
- c. notify the Recruiter of any changes to tuition fees, application fees, homestay fees or any other fees that may be charged by the Board to an International Student. The Board may in its absolute discretion change the amount of the tuition fee without prior notice to the Recruiter;
- d. pay to the Recruiter a fee equal to 15% of the tuition actually received from the International Student recruited by the Recruiter for the first year of enrolment of the International Student and 10% for the following years of enrollment, within 30 days of the receipt of an invoice by the district and commencement of the International Student's participation in the International Program, such payment to be inclusive of all taxes, charges, or expenses of any kind incurred by the Recruiter in relation to the recruitment of the International Student. No fee will be paid on amounts refunded to the International Student as a result of withdrawal from the International Program or in the event an

International Student does not obtain a valid student visa or is not admitted to Canada. No fee will be paid to the Recruiter for a student that does not in fact enroll in and participate in the International Program for at least 35 days.

- e. determine whether to accept or reject any proposed International Student's application for participation in the International Program in its absolute discretion;
- f. determine the School placement and grade level of any accepted International Student in its absolute discretion; and
- g. communicate with the Recruiter on a monthly basis as and when required with respect to the progress and well-being of an International Student recruited by the Recruiter.

4. No fee is payable to the Recruiter from the Board in respect of payments made by the International Student in respect of participation in the Homestay Program, application fees, medical insurance costs, placement fee, activity fee or anything other than tuition fees actually received and retained by the Board.

## General

5. It is expressly understood and agreed that this is a non-exclusive agreement and that the Board may enter into agreements with or rely upon the services of other recruiters.
6. The term of this Agreement is 5 years, commencing the signing of this agreement by both parties. This Agreement may be renewed with the mutual agreement of the parties.
7. This agreement may be terminated by either party on 30 days' notice without further compensation except that the commission will be paid by the Board to the Recruiter in respect of International Students recruited by the Recruiter prior to the termination of this Agreement.
8. The Board may terminate this agreement at any time without notice or further compensation should the Recruiter breach any of its obligations under this Agreement.
9. This Agreement may only be amended in writing signed by both parties
10. This Agreement may not be assigned by the Recruiter to any third party.
11. This Agreement shall be governed by the laws of British Columbia and the parties expressly agree that any dispute arising under this Agreement shall be resolved exclusively in the Courts of British Columbia and the parties expressly agree to submit to the jurisdiction of such Courts.

12. This Agreement contains the entire agreement between the parties and supersedes and replaces any prior agreement or oral or written representations.
13. The obligations of either party under this agreement shall be suspended and neither party shall be responsible for damages during the time and to the extent that party is prevented from complying with them in whole or in part by virtue of acts of war, laws, orders or regulations of governmental bodies or agencies, unavoidable accident or any other cause outside their control.

THIS AGREEMENT IS MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

The Board of Education of School District No 8 (Kootenay Lake)

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Kent Tamblyn, Principal International Education

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Name of Recruiter (Please Print)

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Signature of Authorized Representative