

This AGREEMENT made this _____ day of _____, 20

BETWEEN:

NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

hereinafter called **NCDSB**

AND:

Agent Name

hereinafter referred to as **The AGENT**

WHEREAS THE AGENT will seek to offer educational opportunities in Niagara to international students from outside of Canada;

AND WHEREAS NCDSB is interested in welcoming and offering international students its expertise in educational programs in Niagara and/or outside of Canada;

AND WHEREAS this agreement shall govern the relationship of the above parties in the matters of cooperation in offering educational opportunities to students from outside of Canada who wish to study in Niagara Catholic District School Board schools.

THE NCDSB COVENANTS AND AGREES AS FOLLOWS:

- a. To engage The AGENT as a non-exclusive student recruitment agency for the NCDSB in (list source countries) to recruit students for Academic and Short-Term programs in the NCDSB school system on a non-exclusive basis. The word "AGENT" used herein does not establish a principal/agent relationship in law with the NCDSB, but rather it refers to an independent agency or legal entity contracting with the NCDSB to provide a service.
- b. That it shall ensure that all Academic Program students recruited by The AGENT and enrolled in the NCDSB school system are treated on the same basis as all other students enrolled in the system. Furthermore, NCDSB shall grant credits for the subjects taken and successfully completed by students enrolled in a full semester (5 months) or full year academic program so long as course expectations have been met.
- c. That it shall issue a "Certificate of Participation" to all Short-Term students enrolled in a NCDSB program. No credits will be granted to Short-Term students and no formal assessment will be reported.

- d. That it shall supply The AGENT information about NCDSB schools and the International Student Program and provide application packages for the promotion of NCDSB programs by The AGENT.
- e. That it shall pay to The AGENT a per-student commission fee, hereinafter called Agent Referral Fee (ARF) in accordance with the fee schedule described in **Appendix 1**. The ARF will be applicable to recruitment of Academic Program students (semester/year) only (Visa Students). ARF does not apply to Short-Term programs.
- f. That this agreement shall remain in effect for a minimum of 12 months from the date of signing and will expire after 24 months, at which time the parties may agree to renew for another two-year term.

THE AGENT COVENANTS AND AGREES AS FOLLOWS:

1. That it shall use its diligent, best efforts in order to recruit students in **(source country/countries)** for educational programs provided by the NCDSB.
2. That it shall conduct itself in an utmost ethical and professional manner while representing the NCDSB and its education programs.
3. That it shall select all prospective students according to the regulations and conditions of enrollment provided by the NCDSB.
4. That it acknowledges and agrees that the NCDSB shall administer, as required, pre-placement tests and interviews of students to promote the success of the student in the educational program.
5. That it shall inform and counsel prospective students of the terms and conditions of enrollment in educational programs provided by the NCDSB.
6. That it shall ensure the timely payment of all application fees (Annual Application Fee) and tuition fees to the NCDSB and all Homestay fees to the Homestay Service Provider by wire transfer, online payment, or bank draft in Canadian dollars. If The AGENT directs the parents to pay directly, The AGENT agrees to assist the parents with payment process and will inform NCDSB when payment is made. (NOTE: a letter of acceptance cannot be issued by NCDSB until payment has been received).
7. That it shall be responsible for ensuring the payment of all Bank and Financial Transfer Fees involved in transferring funds to Canada are paid by the sender, and that all sums quoted in this Agreement are the actual net amounts that must be payable to and deposited in the Bank account of the NCDSB.
8. That it shall ensure the prospective students are fully informed of Canadian visa requirements (Study Permit or Visitor Visa – TRV) and that it shall guide and assist all the students recruited in the acquisition of the most relevant Canadian visa, pursuant of Section 91 of the Immigration and Refugee Protection Act (IRPA).
9. That it shall confirm in writing with the students accepted into the NCDSB programs that they understand and will abide by all of the regulations, rules and conditions of the NCDSB.

10. That it shall ensure students are aware of the immunizations required by all students under the age of 18 entering an Ontario public school.
11. That it shall ensure that all students live with a family and students under the age of 18 have a legal custodian in the Niagara Region who fully meets the requirements outlined by Citizenship and Immigration Canada.
12. That, if engaged in the service of Homestay, it shall limit the amount charged to a student's parents and/or paid to a local host family to within a reasonable range determined by NCDSB and reviewed yearly. **Range for 2020-2021 is set between \$850 - \$950 monthly.**
13. That it shall maintain communication with the NCDSB at all times and in particular provide information on students, their arrival/departure dates and times, and other such information as may be required by Program Staff from time to time. The Authorized Representative's obligation to maintain communication shall continue throughout the student's stay in Niagara in order to facilitate contact between the NCDSB and the students' parents or guardians.
14. That it shall refer to itself as a representative of the NCDSB solely for the purpose of student recruitment. The Authorized Representative shall not hold nor promote itself as an employee, representative, AGENT, branch, department, partner or affiliate of the NCDSB, not for any other purposes whatsoever. The AGENT has no authority to bind the NCDSB. The NCDSB will make the final determination on the acceptance of all applicants.
15. That it shall become knowledgeable of and truthfully describe to prospective students and parents all details, policies and procedures of the international programs and services offered by the NCDSB.
16. That it shall offer only those programs and services which have been agreed to in advance by the NCDSB. The AGENT will not promise nor commit the NCDSB to any "extras" which are outside of program offerings without prior consent from and approval by the NCDSB.
17. That it shall refund to the NCDSB any Agent Referral Fee received for students who are subsequently granted a refund of pre-paid tuition fees in accordance with the NCDSB policy governing refunds.

REFUNDS, DISMISSAL, AND CANCELLATION

The NCDSB and The AGENT covenant and agree as follows:

- 1) NCDSB covenants and agrees that if Citizenship and Immigration Canada (IRCC) does not approve a Study Permit application or TRV application for the student, a full refund of tuition fees, minus the non-refundable Annual Application Fee (AAF) and a \$300 administration fee, will be refunded upon receiving written proof from IRCC of such refusal. A copy of the letter of refusal must be submitted to the NCDSB within 30 days of the issue date in order for a refund to be granted to the original individual/organization who made the payment.
- 2) The AGENT agrees that after a student authorization visa/permit has been granted and the student starts classes at a NCDSB school, no refunds will be given for that semester.
- 3) The AGENT covenants and agrees with the NCDSB that, if the student is asked to leave as a result of unacceptable behaviour or failure to adhere to the expectations, terms and conditions of the NCDSB Academic Program and/or the Homestay Program, there will be no refund of tuition.

GENERAL

- a) This agreement shall be interpreted under the laws of the Province of Ontario, Canada and the parties hereto shall attorn to the jurisdiction of the courts of Ontario.
- b) NCDSB and The AGENT agree that either party may cancel this contract upon ninety (90) days' notice in writing to the other, without cause, or immediately if for cause.
- c) NCDSB and The AGENT agree that either party may be released from their obligations under this agreement in the event of a national emergency, war, prohibitive government regulation, or any other cause beyond their control that renders the performance of this agreement impossible, provided that any money then due under this agreement shall become forthwith due and payable.
- d) The AGENT by its signature hereunder agrees that it has read this contract and, notwithstanding that it is written in the English language, covenants and agrees that it understands all of the terms and conditions as set out herein.

TERM

This contract will expire on mm/dd/yy

DATED at Niagara this day of , 20

Niagara Catholic District
School Board

THE AGENT

Signing Authority Name / Title

Signing Authority Name /Title

Signing Authority Signature

Signing Authority Signature

Witness

Witness

NCDSB Contact Information
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The AGENT Contact Information

