

RECRUITMENT SERVICES AGREEMENT

THIS AGREEMENT is made the 4th day of November, 2014.

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD

(“**TVDSB**”)

-AND-

RECRUITMENT SERVICE PROVIDER NAME

(the “**Service Provider**”)

WHEREAS the Service Provider is prepared to provide TVDSB with the services (“**Services**”) identified in section 1 below;

AND WHEREAS the parties are entering into this Agreement for purposes of setting forth their agreements with respect to the Services;

NOW THEREFORE BE IT RESOLVED that the parties agree to the following:

1. **RETAINER AND SERVICES**

TVDSB hereby retains the Service Provider, on a non-exclusive basis, for purposes of providing TVDSB with the following services in connection with the recruitment of students living outside of Canada who will by virtue of the *Education Act* (Ontario) be required to pay tuition fees if they are permitted to attend a TVDSB school (“**International Students**”) and the Service Provider hereby agrees to provide same:

- a) The Service Provider shall provide the Services in an honest and professional manner and shall not assign its rights and obligations under this Agreement without the prior written consent of TVDSB, which consent may be arbitrarily withheld given the acknowledged importance of the nature of the Services;

- b) The Service Provider shall communicate with TVDSB through TVDSB's International Business Development Officer and such other TVDSB representatives as may be designated by TVDSB from time to time;
- c) The Service Provider shall actively recruit applicants as potential International Students for TVDSB based on such criteria as TVDSB may, from time to time, determine;
- d) The Service Provider agrees, at its own expense, to advertise, market and promote TVDSB. The Service Provider shall, at its own expense, provide TVDSB with copies of all promotional material the Service Provider intends to use (together with English translations thereof), and the Service Provider shall only use such promotional material as is approved by TVDSB in writing;
- e) The Service Provider shall assist in the preparation of application form(s) and all documents as required by TVDSB;
- f) The Service Provider shall submit all completed application packages and required documents (including non-refundable application fees, application forms, and tuition fees) to TVDSB. The Service Provider shall assist with the preparation and translation of English language version of student certificates and transcripts for submission as TVDSB may direct;
- g) The Service Provider shall ensure application and tuition fees are sent by wire transfer, EFT or recognized Canadian bank draft or money order as indicated on TVDSB's application forms, from time to time;
- h) The Service Provider shall assist and advise International Students of the process to obtain a valid Study Permit from the Government of Canada, TVDSB. All International

Students shall be required to provide TVDSB with a valid Study Permit issued by Citizenship and Immigration Canada upon arrival with TVDSB;

- i) The Service Provider shall advise International Students of their obligation to follow the Provincial Code of Conduct (Ontario) for school communities, TVDSB's Code of Conduct and any local Code of Conduct established for the school the student will be attending, including with respect to attendance and behaviour;
- j) The Service Provider shall ensure that all International Students who will be attending a TVDSB school have all immunizations: (i) identified in the Publicly Funded Immunization Schedule for Ontario taking into account the age of the respective student; and, (ii) as the Ministry of Education, the local Board of Health or TVDSB may, from time to time, require. The Service Provider shall ensure that each International Student who is permitted to attend a TVDSB school has available to him or her all such immunization records as are required to be provided to the applicable local Health Unit within TVDSB's jurisdiction of operation. All costs relating to immunizations will be the responsibility of the respective International Student and his or her family;
- k) The Service Provider shall co-operate and provide assistance in arranging living accommodations and advising on homestay options for International Students;
- l) In circumstances where an International Student chooses not to use the living arrangements and homestay options identified by TVDSB, the Service Provider shall ensure that all International Students under the age of 18, have a local Custodian. The Custodian must be over 19 years of age, a Canadian Citizen or a Permanent Resident of Canada and named to assume responsibilities for the International Student even if the student is accompanied by parent(s);

- m) To the extent that the Service Provider arranges for living arrangements other than those identified by TVDSB, the Service Provider shall provide TVDSB with such information regarding same as TVDSB may request and shall, at a minimum, obtain criminal vulnerable sector background checks in respect of the owner(s) of the premises where any International Student will be staying, as well as for any person over the age of 16 also living in such premises. Such background checks shall be updated annually. To the extent that the Service Provider arranges for living arrangements for International Students, other than those identified by TVDSB, the Service Provider shall be responsible for all aspects thereof and shall indemnify and save TVDSB harmless against and in respect of any loss, damage, claim, action, suit, proceeding, deficiency or expense (including any and all out of pocket costs, including, without limitation, all legal and accounting fees) relating to or arising from said living arrangements;
- n) The Service Provider, and not TVDSB, shall be responsible for and shall arrange for all necessary non-academic services required for and by International Students, including, but not limited to:
- (i) all necessary travel arrangements, including travel to and from airport locations;
 - (ii) ensuring that adequate precautions are taken in respect of the health and safety of each International Student while travelling; and
 - (iii) ensuring that each International Student has adequate medical insurance while in Canada and adequate medical and travel insurance for any travel arrangements contemplated in respect of the arrangements hereunder;
- o) The Service Provider shall provide information on International Student numbers, International Student arrival/departure dates and times and other such information as

required by TVDSB. The Service Provider's obligation to maintain communication shall continue throughout the International Student's stay in order to facilitate contact between TVDSB and the parents, homestay providers;

- p) The Service Provider has all necessary licenses and approvals, in each and every jurisdiction where same may be required, for purposes of carrying out its obligations under this Agreement and shall provide TVDSB with copies of and information regarding same as may, from time to time, be requested by TVDSB; and
- q) The Service Provider shall not hold itself as an employee, representative, agent, branch, department, partner or affiliate of TVDSB. The Service Provider shall clearly identify itself as an independent third party engaged to provide the Services and that it has no authority to bind TVDSB in respect of any matter. The Service Provider acknowledges and agrees that it has no authority to bind or sign any agreement or commitment on behalf of TVDSB.

2. **INDEMNITY**

The Service Provider shall indemnify and save harmless TVDSB against and in respect of any loss, damage, claim, action, suit, proceeding, deficiency or expense (including any and all out of pocket costs, including, without limitation, all legal and accounting fees) relating to, arising from or in connection with any breach by the Service Provider of any of its representations, duties or obligations under this Agreement (together, "**Claims**"), including, without limitation, any Claims which may be brought by any international student, his or her parents or guardians, or any other person, firm or corporation and which are the result of any failure by the Service Provider to fulfill any of its obligations hereunder or stem from a breach of the Service Provider's representations hereunder. At all such times as the Service Provider is providing the Services under this Agreement, it shall, at its sole cost and expense, take out and maintain in full force

and effect general liability insurance for personal injury and property damage, including personal liability and contractual liability, with respect to the provision of the Services as contemplated hereunder, which coverage shall include the activities of the Service Provider and its employees, agents and representatives. Such policy of insurance shall provide coverage for any occurrence or claim of not less than \$5,000,000.00. Such insurance shall be with insurers and shall be on such terms and conditions as TVDSB may require and/or approve, acting reasonably. Such insurance shall name TVDSB as an additional insured. The Service Provider shall provide TVDSB with evidence of the foregoing insurance having been obtained and/or maintained, from time to time, upon the request of TVDSB.

3. RESPONSIBILITIES OF TVDSB

TVDSB's rights and obligations are as follows:

- a) TVDSB shall develop, and be entitled to amend, detailed application procedures for International Students to attend academic programs at its elementary and secondary schools and shall provide the Service Provider with same;
- b) TVDSB shall provide the Service Provider with information on TVDSB's programs, policies and procedures which are relevant to International Students;
- c) TVDSB will, upon receipt of duly completed application packages, make admission decisions. Admission into programs at TVDSB will be based on available space and will otherwise be determined by TVDSB solely in its discretion;
- d) If an International Student is accepted by TVDSB, it shall issue a Letter of Acceptance in a form which meets the requirements of Citizenship and Immigration Canada in order for the respective International Student to obtain a Study Permit;

- e) Following receipt of payment, TVDSB shall issue receipts for tuition and application fees paid; and,
- f) TVDSB will complete a language proficiency assessment for International Students entering secondary school and subsequently place the International Student in such program and school within its jurisdiction as TVDSB determines appropriate.

4. FEES

- a) Only tuition fees and the application fee are to be received by TVDSB from the Service Provider or any International Student. All tuition and application fees shall be determined solely by TVDSB. Tuition and application fees must be paid prior to the issuance of a letter of acceptance by TVDSB.
- b) TVDSB shall not be responsible for any costs or expenses of the Service Provider.

5. COMMISSION

- a) TVDSB agrees to pay the Service Provider a commission of XX% of the applicable tuition fees paid by an International Student after that International Student has been in attendance at TVDSB for a period of not less than 30 consecutive calendar days. The commission is based on the tuition rate for the first semester or academic year, as applicable, the International Student has been registered in.
- b) Commission payments will also be subject to receipt of appropriate invoices from the Service Provider, which must include the International Student's name, date of birth, and program start and end date. The invoice must be printed on company letterhead and submitted within 30 days of the International Student's start date at the school the respective International Student is assigned to attend.

- c) Once an invoice is received and the applicable International Student(s) have been in the program for a minimum of 30 consecutive calendar days, payment from TVDSB will be issued by cheque, bank wire or EFT within 30 days.
- d) Commissions will be paid only to registered companies or businesses and not to individuals.
- e) Commissions will not be paid under the following circumstances:
 - (i) If Citizenship and Immigration Canada does not approve an application to study in Canada;
 - (ii) If, after the acceptance of an International Student, the International Student decides not to attend; or
 - (iii) If an International Student has or proposes to transfer to TVDSB from another school board or private school in Canada.

6. REFUNDS, DISMISSAL AND CANCELLATION

TVDSB and the Service Provider agree to the following:

- a) TVDSB agrees that if Citizenship and Immigration Canada does not approve an application to study in Canada, any tuition fees paid will be refunded in accordance with TVDSB policies regarding same, as the same may be in effect from time to time.
- b) The Service Provider agrees that if after TVDSB accepts an International Student and/or a Study Permit has been granted and the International Student decides not to attend a TVDSB school, the tuition fee will be refunded less a cancellation fee. The original Letter of Acceptance is required to be returned;

- c) The Service Provider agrees that if an International Student does attend the Thames Valley School Board and wishes to cease attending or return home within 30 calendar days to the start of the program, two-thirds of the tuition fees (less an administrative fee) will be refunded;
- d) The Service Provider agrees that there will be no refund of tuition fees if an International Student does attend the Thames Valley District School Board and wishes to leave the school board or return home after 30 calendar days to the start of the program;
- e) The Service Provider agrees that there will be no refund of tuition fees if the International Student is found in violation of school policies and procedures and is asked to withdraw from the school;
- f) The Service Provider agrees that there will be no refund of tuition fees if the International Student changes immigration status during the term covered by the tuition fees paid with the exception of International Students who become permanent residents of Canada. Those International Students will be eligible for a refund based on a pro-rated basis;
- g) The Service Provider agrees that if the International Student is asked to leave as a result of unacceptable behaviour or a failure to adhere to the terms and conditions of Canada Homestay Network Inc., there will be no refund of tuition fees; and
- h) In no circumstances will admission fees be refunded.

7. **NON-EXCLUSIVE SERVICES**

This Agreement is non-exclusive and TVDSB reserves the right to engage the services of any other person, organization, or corporation of its choosing for purposes of obtaining any or all of the Services contemplated herein. If any such arrangement results in International Students

attending a TVDSB school without the involvement of the Service Provider, no fee or commission of any kind shall be payable to the Service Provider in respect of such International Students.

8. NOTICE

Any notice to a party under this Agreement shall be in writing and shall be sent by e-mail, facsimile transmission, delivery service or registered mail, as follows:

to TVDSB at the following address:

Thames Valley District School Board
1250 Dundas Street E.
London, ON N6A 5I1
Attention: Sarah Noad, International Business Development Officer

Facsimile No.: 519-452-2396
E-mail: s.noad@tvdsb.on.ca

to the Service Provider at the following address:

XXXXX

XXXXX

XXXXX

A party may change its notice particulars for purposes of this section 8, from time to time, by notice in writing.

9. MISCELLANEOUS

- a) This Agreement will commence as at the date first above written and continue for a period of twelve (12) months, unless terminated earlier in accordance with the terms hereof. Either party may terminate this Agreement on ninety (90) days' prior written notice given to the other.

- b) This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations and warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

- c) This Agreement is made in accordance with, and shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per:

Christine Beal
Superintendent

RECRUITMENT SERVICE PROVIDER

Per:

NAME