

RECRUITMENT AGREEMENT BETWEEN
LORD SELKIRK SCHOOL DIVISION
INTERNATIONAL STUDENT PROGRAM
AND

Name of Agency/Agent

This letter of agreement is entered into by the parties as an arrangement for the recruitment of students. This agreement covers individual students in regular programming.

A. IN PARTICULAR, IT IS AGREED THAT _____
(HEREINAFTER REFERRED TO AS “THE AGENT”) SHALL:

1. At its own expense advertise, market and promote Lord Selkirk School Division’s International Student Program using information provided by the Lord Selkirk School Division.
2. Actively recruit individual students for referral to Lord Selkirk School Division. Lord Selkirk School Division maintains the right, in its sole discretion, to determine admissibility of students.
3. Maintain communications with Lord Selkirk School Division at all times and in particular provide information on students, their arrival dates and times and other such needed information as may be required by the School Division from time to time. The agent’s obligation to maintain communications shall continue through the student’s stay in Lord Selkirk in order to facilitate contact between the Lord Selkirk School Division and the natural parents.
4. Refer to itself as a representative of the Lord Selkirk School Division solely for the purpose of student recruitment. The agent shall not hold itself out for any other purposes as an employee, representative, agent, branch, department, partner or affiliate of the Lord Selkirk School Division.

B. IN PARTICULAR, IT IS AGREED THAT LORD SELKIRK SCHOOL DIVISION
INTERNATIONAL STUDENT PROGRAM SHALL:

1. Provide to the agent full information on courses, program, policies and regulations available and pursuant to foreign students.
 - a. **LETTER OF ACCEPTANCE AND LETTER OF CUSTODIANSHIP.**
The Lord Selkirk School Division will determine the acceptability of each student proposed by the agent and, for each student accepted, provide a Letter of Acceptance and In Loco Parentis Agreement acceptable to Canadian authorities for student authorization to study in Canada.
 - b. **MEET STUDENTS UPON ARRIVAL/ARRANGE HOMESTAY PLACEMENTS.**
 - i) The Lord Selkirk School Division will arrange for School Division personnel and/or homestay family members to meet each student at the airport.

- ii) The Lord Selkirk School Division will complete arrangements for placement of each student in approved homestay families.
 - c. **STUDENT SUPPORT.** Lord Selkirk School Division personnel will support students in their homestay situations, in dealing with health problems and with any other difficulties which students might encounter.
 - d. **PROGRAM DELIVERY.** The Lord Selkirk School Division will deliver the agreed educational program in our schools for the agreed period of time.
 - e. **COURSE DOCUMENTATION.** The Lord Selkirk School Division will provide appropriate documentation for students who have completed courses.
- 2. Pay to the agent in Canadian dollars, 15% of the tuition fees paid to Lord Selkirk School Division by students officially recruited by the agent. There shall be no entitlement to commission by the agent until the Lord Selkirk School Division has received fees and any deadline date for a refund of all or part of the fees has passed. The commission is calculated based on tuition fees only and not other fees such as homestay or medical insurance payments. Any exception to this payment schedule must be indicated in writing and signed by both parties.
 - 3. Pay to the agent the commission on a student's first semester fees only in cases where a student does not register for a second semester.

C. IT IS EXPRESSLY AGREED THAT COMMISSIONS SHALL NOT BE PAYABLE IN THE EVENT THAT:

- 1. The applicant student withdraws his/her application or for any reason, in the sole discretion of the Lord Selkirk School Division, the Lord Selkirk School Division declines acceptance of an application.
- 2. The Lord Selkirk School Division grants a full refund of tuition fees to an applicant student based on the denial of a student visa by Immigration Canada, or the student acquiring Landed Immigrant status, or for any other reason in the sole discretion of the Lord Selkirk School Division.

D. IT IS FURTHER EXPRESSLY AGREED BY BOTH PARTIES THAT:

- 1. The existence of this agreement shall not prevent the Lord Selkirk School Division from engaging in other forms of business of an appropriate nature, as may be possible from time to time.
- 2. The existence of this agreement shall not in any way prevent the Lord Selkirk School Division from engaging in business with any other person, organization or company of its choosing; and if such business shall result in students attending Lord Selkirk Schools, no commission of any kind shall be paid by Lord Selkirk School Division to the agent in respect to those students.

3. The agent shall notify the Lord Selkirk School Division of any additional commissions or payments paid by third parties arising out of the agent's activities pursuant to this contract.
4. This agreement may be cancelled:
 - a. by either party within three month's notice in writing; or
 - b. by the Lord Selkirk School Division, without notice for cause.
 International students enrolled in the International Student Program at the time the contract is cancelled would have their agreement honored for the duration of their stay.
5. The term of this agreement shall be one (1) calendar year from the date of signing below. This agreement is subject to review upon expiry, and may be renewed for subsequent terms.

E. CHOICE OF LAW AND FORUM

The parties acknowledge that this agreement is to be construed according to the laws of the Province of Manitoba and the parties expressly select the Court of Queen's Bench in the Province of Manitoba as the forum for the determination of any referrals or disputes arising out of the interpretation of this agreement.

F. FORCE MAJEURE

Parties hereto will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money then due under this agreement shall become forthwith due and payable.

FOR
LORD SELKIRK SCHOOL DIVISION

FOR
THE AGENT

Authorized Signature

Authorized Signature

Date

Date

205 Mercy Street
Selkirk, Manitoba
R1A 2C8
CANADA

Company

Address

Address