

RECRUITMENT AGREEMENT BETWEEN

**LOUIS RIEL SCHOOL DIVISION
INTERNATIONAL STUDENT PROGRAM
AND**

NAME OF COMPANY/AUTHORIZED REPRESENTATIVE

This letter confirms an 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 AUTHORIZED REPRESENTATIVE") SHALL:**

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

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

- B.1 Provide to the Authorized Representative full information on courses, programs, policies, and regulations available and pursuant to foreign students.

C. IT IS EXPRESSLY AGREED THAT THE LOUIS RIEL SCHOOL DIVISION SHALL:

- C.1 Pay to the Authorized Representative in Canadian dollars, 15% or a negotiated percentage of the first two (2) semesters' tuition fees paid to the Louis Riel School Division by students officially recruited by the Authorized Representative. The commission is calculated based on **PAID** tuition fees only and no 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. Commissions will only be paid for students recruited after the date indicated below the Program Administrator's signature on page 3 of this agreement.
- C.2 Pay to the Authorized Representative the commission on a student's first semester fees only in cases where a student does not register for a second semester.

- C.3 Receive from the Authorized Representative a commission invoice no earlier than 30 days after the student commences his/her studies with the Louis Riel School Division and no later than June 1st of the school year for which commission is payable. Each subsequent school year will require a separate invoice submitted to the Louis Riel School Division no earlier than Oct 1st and no later than June 1st.

**Provided that all student fees have been paid in full, please allow 30 days for invoice processing and payment from date of receipt.

C.4 COMMISSIONS SHALL NOT BE PAYABLE IN THE EVENT THAT:

- a. The applicant student withdraws his/her application for any reason, in the sole discretion of the Louis Riel School Division, the Louis Riel School Division declines acceptance of an application.
- b. The Louis Riel School Division grants a full refund of tuition fees to an applicant student based on the denial of a Study Permit by Citizenship and Immigration Canada, or the student acquiring Permanent Resident status or refugee status, or for any other reason in the sole discretion of the Louis Riel School Division.

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

- D.1 The existence of this agreement shall not prevent the Louis Riel School Division from engaging in other forms of business of an appropriate nature, as may be possible from time to time.
- D.2 The existence of this agreement shall not in any way prevent the Louis Riel 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 Louis Riel Schools, no commission of any kind shall be paid by Louis Riel School Division to the Authorized Representative in respect to those students.
- D.3 The Authorized Representative shall notify the Louis Riel School Division of any additional commissions or payment paid by third parties arising out of the Authorized Representative's activities pursuant to this contract.
- D.4 This agreement may be cancelled:
a. by either party with three months' notice in writing; or
b. by the Louis Riel School Division; without notice for cause.

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.

G. WARRANTY AS TO FREEDOM TO WORK

The Agent hereby represents and warrants that in entering into this Agreement and performing the services hereunder, the Agent is not in breach of any contractual and/or legal obligations owed to third parties which would or might interfere with the acceptance or performance of the services to be provided hereunder.

Without limited the generality of the foregoing, the Agent hereby warrants and represents that s/he is not subject to any restrictive covenants in favour of third parties, including, but not limited to: non-competition and/or non-solicitation agreements.

The Agent agrees to indemnify the Division for any actions, claims, demands, or suits at law or in equity advanced against the Division as a result of the Agent's breach of any covenant or duty owed to a third party.

FOR THE AUTHORIZED REPRESENTATIVE
 (Please print)

**FOR THE LOUIS RIEL SCHOOL DIVISION,
 INTERNATIONAL STUDENT PROGRAM**

Full Name of Company	Program Administrator
Street Address	Date Signed
City Region Country	Expiry Date: _____
Telephone Fax No.	NOTES AND NEGOTIATIONS – FOR OFFICE USE _____ _____ _____ _____ _____
Email	
Contact Person Position	
Signature	
Date Signed	
Registered Business Number (For Canadian Businesses only)	