

Lethbridge School District No. 51 433 - 15th Street South Lethbridge, Alberta, Canada T1J 2Z4 Phone: 403-380-5323 Fax: 403-327-4387 www.internationalservices.lethsd.ab.ca

District Form: 501.7.5

International Services Recruitment Agent Agreement

This agreement was made on

Between:

Name of Agency:		
Last name of Agent:	First Name	Middle Initial
Mailing Address (Street or Box)		City
Province/State	Country	Postal / Zip Code
Telephone	Fax Numb	er

(the "Consultant")

and

Lethbridge School District No. 51, Board of Trustees

433-15th Street South Lethbridge, Alberta, Canada T1J 2Z4 (the "Board")

Agreement

The Board agrees to appoint _		as a Consultant in the territory	
of	for the recruitment of international students for enrolment in educational		
programs operated by the Board in its facilities in Lethbridge, Alberta, Canada. The Board reserves the			
right to refuse an application by a prospective student.		Initials	

Initials_

Term				
The term of this agreement is for the period of		commencing on		
and ending on (here	(hereinafter this period will be referred to as the "contracted academic years").			
The term of this agreement may be terminated by either party upon three (3) months written notice to the other party OR				

may be terminated by mutual consent of both parties at any time.

Renewal Option				
The Consultant shall	have the right to extend the term (hereinafter referred to as the "Renewal Option") of this agreement for an			
additional period of	if an agreement can be reached between the two parties.			
Remuneration				
The Consultant will receive the following remuneration for the tasks completed:				

 For each of the international students who register as a direct result of the Consultant's work during the term of this contract, the Consultant will receive a commission of ______ of the semester tuition fee amount for each semester of full-time study to a maximum of four semesters per international student.

The commission is deemed payable only after the international student has met the following conditions:

- 1. Been accepted by the Board.
- 2. Successfully obtained a Canadian Student Visa for the contracted academic year.
- 3. Arrived and commenced studies in one of the facilities operated by the Board.
- 4. Paid in full, all tuition, medical insurance and applicable fees levied for the current contracted academic year.

Other

- An application fee must accompany the international student application form. Forms may be emailed or faxed for early
 registration purposes and will be held until the application fee payment has been received. All fees must be paid before the
 commencement of the program. Fees, refund policies and methods of payment are published on the District website under
 International Services.
- 2. Failure to forward proper funds will result in the international student(s) being withdrawn from the program and the student may be returned to their point of origin. Expenses related to the student returning home are not the responsibility of the District.
- All documents submitted by the Consultant to Lethbridge School District No. 51 become the property of Lethbridge School District No. 51 and as such become subject to the provisions outlined in the Alberta Freedom of Information and Privacy Act, the Alberta School Act, and Lethbridge School District No. 51 Policies.

Amendments

1. This Agreement can only be amended in writing and signed by both the Board and the Consultant.

Indemnity

The Consultant shall indemnify and save harmless the District, its board of trustees, officers, employees, agents and contractors from and against any and all direct and consequential losses, expenses (including legal expenses on a solicitor and Client basis) and claims (including claims brought by any student of the District, or any third parties) suffered, brought or incurred as a result of: (i) any deficiencies in the Contracted Services; (ii) any harm or loss of or to the property of the District or of others as a result of, or arising out of, the Contracted Services or the performance thereof; (iii) any debt, charge or liability owed by the Consultant to a third party, including any governmental agency or other third party; or (iv) the negligence, breach of this or any other contract, or any other wrongful act of or by the Consultant or any assignee, agent, contractor, or employee of the Consultant.

Special Conditions

The following special conditions shall apply for the term of this contract:

Initials_____

Initials_____

Services and Responsibilities of the Consultant to the Board

- 1. The Consultant agrees to make positive and truthful representation on behalf of the Board and to promote it as a quality institute of learning.
- 2. The Consultant agrees to make truthful representation on behalf of the student and/or himself to the Board.
- 3. The Consultant will complete the necessary application forms and facilitate the provision of appropriate documentation as specified by the Board.
- 4. The Consultant will provide the Board with information to assist in the assessment of prospective students' academic and personal background and such other information as may be required by the Board.
- 5. The Consultant will inform the Board of the specific arrival date, time of flight and flight number to enable the Board to arrange for transportation for the student from the Lethbridge Airport in Lethbridge, Alberta.
- 6. The Consultant will maintain regular communications with the Board facilitating parental involvement and/or communication translation with the school and the Board.
- 7. The Consultant has the right to publicize its representation of the Board in promotional materials but is not to describe the relationship as one of Agency, which it is not.
- 8. The Consultant will not assign or transfer this Agreement to any other party without the prior written consent of the Board.
- 9. The Consultant will work with and communicate directly to the Executive Director of International Services of the Board.

Services and Responsibilities of the Board to the Consultant

- 1. The Board agrees to provide the Consultant with current information, brochures (if available), promotional materials, fee schedules, and application forms for international student recruitment at no charge.
- The Board will screen prospective students based on documents received and will determine a student's acceptability for desired program of study within 20 calendar days. The Board will provide a Letter of Acceptance or Refusal to Accept within thirty (30) calendar days of receipt of application documents.
- 3. The Board will provide other documents upon request to expedite the process for student authorization.
- 4. The Board will provide an educationally sound program for all accepted international students.
- 5. The Consultant shall not be deemed to be an employee of the Board. The Consultant is responsible for any applicable taxes or payments required as a result of commission received by him/herself from the Board.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

Lethbridge Public School District No. 51

Don Lussier Associate Superintendent, Business Affairs Don Groft Executive Director, International Services

The Consultant

Initials_____

Witness Signature

Consultant's Signature

Initials