



AGENCY AGREEMENT

BETWEEN:

The Georgian College of Applied Arts and Technology (hereinafter referred to as "Georgian")

AND –

Chitkara University (hereinafter referred to as the "Agency")
Georgian ID: 200347665

WHEREAS Georgian is a public educational institution located in Ontario, Canada which provides education and training to international and domestic students;

AND WHEREAS the Agency is located in Chandigarh, India, and agrees to provide contracted Liaison Services (the "Services") to support and enhance Georgian's recruitment of international students to its various campuses in the province of Ontario, as well as other activities as determined by Georgian from time to time (as described in Schedule A);

NOW THEREFORE for good and valuable consideration Georgian and the Agency (collectively, the "Parties") do hereby agree as follows:

SECTION 1– SCHEDULES AND SERVICES

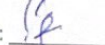
1.1 Schedules

The following schedules form a part of this Agreement:

- Schedule A - Scope of Services
- Schedule B - Legal Status and Identification
- Schedule C – Compensation
- Schedule D - Dispute Resolution
- Schedule E - Banking Information

1.2 Retainer

Georgian hereby agrees to retain the Agency as an independent contractor upon the terms and conditions contained herein, and the Agency hereby accepts such retainer.

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1.3 Service Representation

During the Term, Georgian will be a learning institution in Canada that the Agency, including its parent or child companies, will represent, work as an agent for, or provide services to. Should the Agency engage in such activities (as detailed in Section 2.3), the Agreement will be terminated immediately.

Georgian has no control over third party agreements with an agency. Georgian has no obligation whatsoever, expressed or implied, with any agreements between the Agency and the Georgian student. Georgian therefore does not bear any responsibility for amounts withheld, deducted, or the Georgian refund method. Georgian will determine the best method for student refund processing.

1.4 Performance of Services


The Agency agrees that all Services (as detailed in Schedule A) performed hereunder shall be performed for Georgian in a competent, diligent and prudent manner in accordance with the highest professional standards of the industry. The Agency shall not permit any other party to perform the Services on its behalf, unless that party is listed in Schedule B, along with applicable date and signature, or Georgian has otherwise provided prior written approval.

The Agency's performance of the Services will be quantitatively and qualitatively assessed by the International Education and Development department, including but not limited to the following criteria:

- 1.4.1 Quantity of students recruited and registered at Georgian. Assessment of market's competitiveness, performance of other agencies recruiting the country/region, historic data, among others indicators.
- 1.4.2 Permanency of students recruited. Students registered complete their academic program at Georgian.
- 1.4.3 Quality of students recruited. Students registered are not involved in misconducts listed on the Student Code of Conduct.
- 1.4.4 Visa Conversion rate. Number of student applications submitted against the number of Visas approved.

The Agency undertakes and agrees that in the performance of the Services and in its capacity as an independent contractor to Georgian, it shall not violate any laws and shall comply in all material respects with all laws, statutes, and regulations of all provincial, federal, and municipal governments and authorities, including all laws governing it as an independent contractor.

For the purpose of performance of the Services, the Agency will communicate and keep the operations relationship with the "Regional Manager" and/or the "Director" who oversees the Agency's main market of recruitment. However, if the Agency performs the Services in more than one region, the operations relationship shall be shared between the Regional Managers responsible

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for such markets.

The Regional Manager to whom the Agency shall communicate is: Stephanie Barry.

The Director to whom the Agency shall communicate is: Stephanie Barry.

1.5 Tools and Equipment

The Agency is responsible for providing all tools and equipment required for the performance of the Services, which shall comply with the standards defined in this Agreement. This includes, but is not limited to, a cell phone, computer and internet connection, software programs, and other such tools as are required to enable the Agency to effectively communicate with Georgian and to fulfill its obligations under this Agreement. Georgian will not provide any reimbursement of such expenses.

1.6 Training and Georgian Materials

Georgian shall provide the Agency with initial orientation training and any ongoing training and information about Georgian's current and new recruitment policies, services, and programs.

Georgian shall provide all Georgian marketing materials ("Georgian Materials") to the Agency to manage and promote Georgian in the Region, including view books, calendars, posters, flyers and brochures. Georgian shall provide information on the educational exhibitions/fairs and shows in the region on a regular basis.

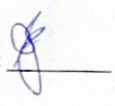
The Agency may develop and publish co-branded promotional materials for recruitment purposes, providing it follows the Georgian branding requirements posted at: <https://www.georgiancollege.ca/international/agents/>. The Agency, and/or its sub-agents, will not promote or market Georgian for purposes outside of recruiting students, including Georgian's logo, using material or information other than the Georgian Materials without the written and prior consent of Georgian. The Agency shall ensure the use of current Georgian Materials and discard Georgian Materials that are no longer current.

1.7 Professional Conduct

The Agency acknowledges and agrees that the effective performance of its duties requires the highest level of integrity from the Agency and the Agency must ensure "Professional Conduct" in its relationship with Georgian's employees and with all other persons during the Term.

1.7.1 Professional Conduct includes, but is not limited to:

- 1.7.1.1 Communicating with Georgian's employees, enrolled students, alumni, and potential students in a respectful and professional manner.
- 1.7.1.2 Responding to inquiries from Georgian and student active applications within a reasonable and professional timeframe.
- 1.7.1.3 Showing transparency regarding the student application process, Georgian procedures, and programs, among others.
- 1.7.1.4 Supporting or redirecting recruited students' inquiries to Georgian for further assistance in case the Agency is contacted while the student is enrolled.

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Georgian College reserves the right to determine if the Agency is not carrying out duties in a professional conduct.

The agency shall not engage in any inappropriate or unethical recruitment practices (collectively, "Unethical Practices", and each an "Unethical Practice").

1.7.2 Unethical Practices include, but are not limited to:

- 1.7.2.1 Encouraging or influencing the transfer of an international student, when not in the best interest of the student, enrolled in his or her first semester at one public college in Ontario to another public college in Ontario, where there is no direct benefit to the student.
- 1.7.2.2 Posting messages on a public college's social media website(s) for the purpose of recruiting an international student away from one public college in Ontario to another public college in Ontario.
- 1.7.2.3 Providing financial incentives (e.g. scholarships, awards, commissions, employment or discounts) for an international student enrolled in his or her first semester at a public college in Ontario to transfer to another public college in Ontario.
- 1.7.2.4 Paying a person, including but not limited to another student, to encourage an international student to withdraw within his or her first semester at a public college in Ontario in order to enroll at another public college in Ontario.
- 1.7.2.5 Entering the grounds or premises of a public college in Ontario without permission and attempting to recruit international students to another public college in Ontario.


Georgian shall investigate each report of an Unethical Practice as it sees fit and if Georgian, within its sole discretion, determines that the Agency has engaged in an Unethical Practice, Georgian shall take corrective action up to and including termination of this Agreement. Georgian shall not pay a commission to the Agency for any student recruited through an Unethical practice.

SECTION 2- TERM

2.1 Term of Agreement

Subject to early termination in accordance with this Section, the Agency shall perform the Services set forth in Schedule A, pursuant to the terms and conditions set out in this Agreement, commencing January 01, 2021 and automatically terminating on March 31, 2022 (the "Term"). The Agreement shall terminate upon the expiry of the Term, without any further obligation from Georgian to the Agency.

Although renewal of the Agreement is not implied, the Agreement may be renewed based, but not limited to the assessment of 'Service' performance outlined in Section 1.4, and with the mutual consent, in writing, of Georgian and the Agency.

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Georgian has the right to change commission rates and the Agreement with a 30 days' notice. Georgian has a right to terminate a contract if the Agency and Georgian do not reach an agreement on contract amendment.

2.2 Termination by Either Party without Cause

Notwithstanding Section 2.1 hereof, either party shall have the right to terminate this Agreement without cause prior to expiry of the Term, without any further obligation, (save for compliance with Section 5), upon provision of 60 days' written notice (the "Notice Period"), which will be hand delivered, emailed, or sent by registered mail to the last business address on record of the other Party. Said notice shall specify a termination date.

In the event of termination without cause, Georgian agrees to pay the eligible commission payments for international students sent by the Agency prior to the specified termination date (outlined in Schedule C). If the Agency has a commission claw-backs, or any outstanding debt to Georgian, the Agency will settle all debt upon termination of this Agreement.

2.3 Termination by Georgian for Cause

Notwithstanding Section 2.1 hereof, Georgian shall have the right to terminate this Agreement for cause prior to expiry of the Term, effective immediately, without any further obligation from Georgian to the Agency, in the following circumstances:

- 2.3.1 if the Agency engages in unethical or unprofessional activities as detailed in this Agreement;
- 2.3.2 if the Agency engages in any partnership, business, or other relationship with companies, organizations, or individuals under sanctions of Global Affairs Canada or other Canadian Government Institutions;
- 2.3.3 if the Agency or one of its parent or child companies is in material breach or material default of any provision of this Agreement as determined by a court of competent jurisdiction;
- 2.3.4 if the Agency or one of its parent or child companies is convicted of a serious criminal offence such that, in Georgian's sole discretion, acting reasonably, it would injure the reputation of Georgian to retain the Agency as a consultant; or
- 2.3.5 if the Agency or one of its parent or child companies provides Georgian with cause for the termination of its retainer at common law as determined by a court of competent jurisdiction.

In the event of termination by Georgian for cause, Georgian will not pay the eligible commission payments for international students sent by the Agency prior to the specified termination date (outlined in Schedule C).

SECTION 3 - COMPENSATION FOR SERVICES

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3.1 Fees for Services

The Agency commission will be entitled to fees as outlined in Schedule C of this Agreement.

3.2 Expenses

All expenses in connection with the Agency's performance of this Agreement including but not limited to travel, automobile, salaries, and supplies shall be borne by the Agency and the Agency shall be solely responsible for the payment thereof.

3.3 Benefits

The Agency is not eligible to participate in Georgian's benefits program or vacation policies. The Agency agrees to seek such benefits coverages they deem appropriate from a benefits provider of their choice, as Georgian has no obligation to provide such coverages.

3.4 Beneficiary

Payments to the Agency cannot be made to a third party. The Agency's legal name and beneficiary name must match. If the Agency requests a payment to the beneficiary which name does not match the Agency's legal name, Georgian has a right to request the Agency documents, which prove that:

- 3.4.1 beneficiary is a part of the entire group of companies with the Agency;
- 3.4.2 beneficiary is a parent or child company of the Agency;
- 3.4.3 in case the Agency is Individual/Sole Proprietorship, that the Agency is the actual owner of company; and
- 3.4.4 other necessary documents, including documents to identify a beneficiary.

If the Agency does not provide all required documents, Georgian is not obligated to process a payment.

3.5 Taxes and Other Financial Liabilities


Georgian is not obligated to pay any taxes, government fees, or any other fees including bank or exchange rate fees related to Agency operations or transactions between Georgian and Agency.

The Agency accepts responsibility for paying all applicable payments under any government legislation with respect to the Services and agrees to indemnify and save Georgian if it fails to do so.

SECTION 4 – REPRESENTATIONS AND WARRANTIES

4.1 The Agency represents and warrants that:

- 4.1.1 it has the legal authority to execute this Agreement;

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- 4.1.2 it is in good standing with all relevant authorities including, but not limited to government and law enforcement agencies;
- 4.1.3 it has provided true and valid copies of all original documents detailed in Schedule B and certified copies of translations into English of those documents, verified by a translator, as required by this Agreement;
- 4.1.4 neither it, nor any agents or related companies, have any partnership, business or other relationships with companies, organizations or individuals under sanctions of Global Affairs Canada or other Canadian Government Institutions;
- 4.1.5 neither it, nor any agents or related companies, have any affiliation with entities that have been deemed to be conducting illegal transactions; and
- 4.1.6 all representations, warranties, covenants, and limitations of liability in this Agreement shall continue in force after the termination of this Agreement.

SECTION 5 – COVENANTS OF SERVICE PROVIDER

5.1 Confidentiality

“Confidential Information” means all non-trade secret, non-public and all proprietary information or trade information relating to Georgian, its business, customers, clients, Agencies, Service Providers, students and employees, including, but not limited to, the details of this Agreement, information concerning the marketing programs or strategies of Georgian, and all confidential information of third persons which Georgian is bound to keep confidential by applicable Contracts or Law. The term “Confidential Information” shall not be deemed to include any information that (i) is or becomes a matter of general public knowledge through no fault of Sellers or any of their Affiliates, or (ii) is rightfully received by Sellers from a third party without violation of any duty of confidentiality or secrecy relating to the information so disclosed.

The Parties acknowledge and agree that in the course of this Agreement, they will acquire or create Confidential Information. The Parties acknowledge and agree that any disclosure of Confidential Information to competitors, suppliers, customers of Georgian and the Agency, or to the general public may be highly detrimental to the interests of the Parties. Therefore, the Parties agree that it shall hold in strict confidence and not disclose or use, for its own or any other purpose, any Confidential Information save and except in connection with the proper discharge of the Services.

5.2 Ownership of Georgian Materials

The Agency acknowledges and agrees that the Georgian Materials belong exclusively to Georgian. The Agency agrees to deliver the Georgian Materials, plus any copies, extracts and summaries thereof, promptly to Georgian upon the termination of its retainer for any reason whatsoever, or upon request by Georgian.

5.3 Assignment of Developments

“Developments” includes, without limitation, copyright works, trademarks, trade names, industrial

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designs, patents, patent applications, re-issues, continuations, continuations in part, divisionals, renewals, developments, ideas, plans, methodologies, designs, research data, trade secrets, Confidential Information and technology.

The Agency hereby irrevocably agrees to assign and transfer exclusively to Georgian by virtue of the retainer, any and all of their right, title and interest in and to, in all countries in the world, any and all Developments together with the goodwill related to all trademarks, and all patents, applications, reissues, continuations, continuations in part, or divisional applications for any patent and any other intellectual property in any Development that it has solely or jointly authored, created, conceived, developed or reduced to practice. The Agency agrees not to apply for any intellectual property rights for any Developments and agrees not to oppose, contest or seek to invalidate any registration of such rights by Georgian.

Neither Party will use the other Party's names, trademarks, marks, logos, materials, or any other intellectual property of the other Party without the prior written consent of the Party owning such intellectual property. During the subsistence and upon termination or expiration of this Agreement, both Parties shall continue to have ownership of intellectual property rights which they respectively owned or had rights vested in prior to the execution of this Agreement. Upon termination or expiration of this Agreement, Parties shall cease to use any intellectual property belonging to the other Party.

5.4 Waiver of Moral Rights

The Agency waives in whole any moral right, or similar right, which it may have in any Development or in any part or parts thereof, to the extent that they cannot be assigned to Georgian pursuant to Section 5.3.

5.5 Obligation to Disclose


The Agency agrees to make full disclosure to Georgian of all Developments and to do all necessary to make Georgian the owner of such Developments. The Agency agrees that it shall not be entitled to any additional remuneration for any Developments beyond the remuneration described in Schedule C of this Agreement, with exception of special projects that are treated as separate from remuneration outlined in Schedule C.

5.6 Further Assurances

The Agency agrees to do whatever is necessary to enable Georgian to apply for and secure copyright or patent protection for the Developments in Canada and elsewhere. The Agency further agrees that the Agency shall at all times co-operate with Georgian in the prosecution or defence of any lawsuit or proceeding in connection with any copyright or patent or application of Georgian, even if its retainer with Georgian is terminated.

5.7 Other Covenants

The Agency covenants and agrees that:

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- 5.7.1 any agent(s) it engages to perform the Services shall have the necessary qualifications to carry out all contractual obligations pursuant to this Agreement and shall provide proof satisfactory to Georgian upon request;
- 5.7.2 this Agreement, all Georgian procedures, all Ontario Government Directives and Canadian Law shall be applicable to any agent(s) the Agency may engage to perform the Services;
- 5.7.3 if the Agency is a part of company or organization, or is in a group with other companies or organizations and has common owners and final beneficiaries, all entities meet all financial, reputational, and other requirements and limitations of this Agreement, Georgian procedures, Ontario Government Directives and Canadian Law;
- 5.7.4 it shall obtain prior written consent to use the Georgian logo or Georgian trademarks, with the exception of the Agency's distribution of the Georgian Materials;
- 5.7.5 all promotional and professional communications and presentations require Georgian's prior approval;
- 5.7.6 the agency and/or its sub-agents shall inform prospective students that they are required to pay all their fees directly to Georgian, and shall not collect and/or transfer any tuition fee or other payment, with exception of the student application fee, on behalf of a student without prior written approval from Georgian;
- 5.7.7 it shall not receive any direct or indirect benefit, financial or otherwise, from any party who has an agreement with Georgian, with exception to other sanctioned agreements in which the Agency and/or its sub-agents may be directly involved.
- 5.7.8 it shall not partner with any parties which have an agreement with Georgian without prior written approval from Georgian.


5.8 Covenants to Survive

The covenants of the Agency set forth in Section 5 shall survive the termination of this Agreement and shall continue in accordance with their terms.

SECTION 6 – INDEPENDENT CONTRACTOR STATUS

6.1 Agency not an Employee

The Agency shall provide the Services as an independent contractor, and nothing in this Agreement shall be construed to create a relationship of employee and employer. The Agency shall not be entitled to receive any remuneration, rights, or benefits from Georgian other than as set forth in this Agreement. Georgian shall not be required to deduct or remit to any governmental authority in respect of the Agency any amounts, including those relating to provincial and federal income taxes, employment insurance, Canada Pension Plan, Employer Health Tax, workers' compensation and other similar levies in respect of this Agreement. The Agency shall be solely responsible for satisfying all such government obligations.

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6.2 Independence of Action

The Parties acknowledge and agree that Georgian is not a partner or joint venturer with the Agency, and nothing herein shall be construed so as:

- 6.2.1 to make Georgian a partner or joint venturer with the Agency;
- 6.2.2 to make the Agency an employee or agent of Georgian; or
- 6.2.3 to impose any liability as partner, joint venturer, employee, principal, or agent of Georgian with respect to the engagement of the Agency by Georgian and the performance of the Services hereunder.

6.3 Agency shall not Contract on behalf of Company

The Agency shall have no authority to act, or to hold the Agency out, as agent of Georgian. The Agency shall not, without the prior written consent of Georgian, enter into any contract or commitment in the name of or on behalf of Georgian or bind Georgian in any respect whatsoever.

SECTION 7 – GENERAL

7.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing or with agreed electronic form, and duly executed by authorized representatives of both Parties.

Georgian and the Agency agree that the Agreement, its appendices, and changes to them, can be signed by handwritten or electronic signature.

7.2 Authoritative Version

The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation(s) of this Agreement, the English version shall govern.

7.3 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

7.4 Currency

Unless otherwise specified, all references herein to currency shall be references to currency of Canada (CAD).

7.5 Dispute Resolution

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The Parties consent to the arbitration process detailed in Schedule D.

7.6 Benefit & Binding

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Parties hereto, as applicable.

7.7 Conflicts of Interest

The Agency declares that no employee of Georgian has or will have any interest, directly or indirectly, as a contracting party, employee, or otherwise in the Services, products, materials, supplies or equipment, or other business to which the Agency's Services relates to, or in any of the monetary compensation to be derived from this same work, services, products, materials, supplies or equipment.

7.8 Amendments & Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties hereto. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

7.9 Assignment

This Agreement is not assignable by the Agency, in whole or in part, without the prior written consent of Georgian. Georgian may assign this Agreement at any time without notice or the Agency's consent.

7.10 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

7.11 Indemnity

The Agency shall indemnify and save Georgian, its directors, officers, members, employees, and agents harmless from and against:

7.11.1 all claims, demands, actions, causes of action, losses, expenses, cost of damages, and liabilities of every nature and kind whatsoever which Georgian or its directors, officers, members, employees, or agents may suffer or incur as a result of, in respect of or arising out of any non-fulfilment of any covenant or agreement on the part of the Agency under this Agreement or any negligence or other tortious act committed by the Agency in the performance of this Agreement; and

7.11.2 all costs, claims, penalties, or demands made or imposed by any governmental authority, including without limitation the Canada Customs and Revenue Agency, with

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respect to any sum which such authority asserts ought to have been withheld, remitted, or paid to or by Georgian with respect to the sums payable by Georgian to the Agency hereunder.

7.12 Force Majeure

The Parties to this Agreement shall not be held responsible to the others for non-performance or delay in performance occasioned by any causes beyond its reasonable control including, without limitation, acts of civil or military authority, World Health Organization alerts, strikes, wars, lockouts, embargoes, insurrections, terrorism, acts of God, or acts of governmental authority.

7.13 Notices and Communication

Any notice, request, demand, or other communication (the "Notice") to be given in connection with this Agreement shall be given in writing on a business day and may be given by personal delivery, registered mail, facsimile, or email addressed to the recipient as follows:

To Georgian: Georgian College
International Education and Development
One Georgian Drive, Barrie, Ontario, Canada L4M 3X9
Attn: International Education & Development

Tel: (705) 728-1968 extension 1218

Email: General inquiries and admissions
international@georgiancollege.ca

Email: Agent and Service Provider's agreements
intlagents@georgiancollege.ca

Email: Agent and Service Provider's fees
intlfinance@georgiancollege.ca

To the Agency: Chitkara University
SCO 160 – 161, Sector 9 C
Chandigarh, Chandigarh
India, 160009

Email agreements: sangeet.jaura@chitkara.edu.in

Email finance: sangeet.jaura@chitkara.edu.in

or such other mailing or email address as may be designated by Notice by any Party to the other. Any Notice given by personal delivery or mail shall be deemed to have been received on the day of actual delivery. Any Notice transmitted by email before 3:00 p.m. on a business day, shall be deemed to have been received on that business day, or if transmitted by email after 3:00 p.m. on a business day, shall be deemed to have been received on the next business day after transmittal.

Both Parties agree to provide limited access, with appropriate security and organizational measures

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to protect privacy and confidentiality, for communications between Georgian College and the Agency.

The undersigned hereby certifies that the information provided in this document is true and correct to the best of their knowledge and belief, and that the information is not false or misleading in any material particular.

For The Georgian College of Applied Arts and Technology



Date: April 22, 2021


Sangeet Jaura
Vice President, Student Success and Community Relations
I have authority to bind Georgian

For Chitkara University



Date: April 22, 2021

Sangeet Jaura
Pro Vice-Chancellor - International
I have authority to bind the Agency

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This Agreement shall be binding upon and shall inure to the benefit of Georgian and the Agency, and their successors, and permitted assigns.

The failure of either party to insist upon strict performance of any terms and conditions or to exercise any of its rights set out in this Agreement shall not constitute a waiver of these rights, and these rights shall continue in full force and effect. The Parties have executed this Agreement as of April 13, 2021.

For The Georgian College of Applied Arts and Technology

Per: Angela Lockridge

Date: April 13, 2021

Angela Lockridge
Vice President Student Success and Corporate Services
I have authority to bind Georgian

For Chitkara University

Per: Sangeet Jaura

Date: April 22, 2021

Sangeet Jaura
Pro Vice Chancellor - International
I have authority to bind the Agency.

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SCHEDULE A: Scope of Services

The Agency shall provide the following services (the "Services"):

- A.1 Provide representation for Georgian for the purpose of student recruitment by:
 - A.1.1 developing and promoting Georgian's brand in the countries listed in Schedule C;
 - A.1.2 conducting outreach sessions in schools;
 - A.1.3 representing Georgian at education fairs and other recruitment events;
 - A.1.4 engaging Georgian alumni and stakeholders in the countries listed in Schedule C;
 - A.1.5 assisting Georgian in designing promotional materials targeted to the market within the countries listed in Schedule C.
- A.2 Provide support and advice to Georgian's direct/indirect applicants by:
 - A.2.1 responding to inquiries through the e-mail id. and contact number;
 - A.2.2 meeting with applicants and their parents to provide information and advice; and
 - A.2.3 following up with applicants to promote the conversion of applicants to enrolments.
- A.3 Provide support to application and admissions processing by:
 - A.3.1 providing pre-admission counselling to ensure that students apply to programs that are commensurate with their academic potential and career goals;
 - A.3.2 requesting submission of additional or corrected information/documents required for application processing;
 - A.3.3 compiling application data and forwarding to Georgian for admission decisions; and
 - A.3.4 following-up with admitted students and their agents to encourage acceptance of offers.
- A.4 Provide support for students' travel to, and settlement in Canada by:
 - A.4.1 providing information and advice on travel and accommodation options;
 - A.4.2 providing arrival and orientation materials and assistance; and
 - A.4.3 conducting pre-departure orientation sessions in major cities.
- A.5 Provide support to Georgian's activities in the countries listed in Schedule C by:
 - A.5.1 analyzing and reporting on market trends;
 - A.5.2 documenting processes and suggesting improvements to achieve desired results;
 - A.5.3 providing logistical support and arranging meetings for Georgian's personnel during their visits to the countries listed in Schedule C; and
- A.6 Provide support to Georgian's branding activities by:
 - A.6.1 organizing events/workshops/seminars to strengthen Georgian's brand;
 - A.6.2 using Social Media to engage students and strengthen the brand of Georgian.

SCHEDULE B: Legal Status and Identification

The Service Provider identifies that they are operating for the purposes of this Agreement as:

Corporation


Under the following credentials:

Corporate or Partnership Identification (if operating as a Corporation or Partnership)

FULL LEGAL NAME OF CORPORATION/PARTNERSHIP	Chitkara University
DOING BUSINESS AS	Same as above
DATE OF INCORPORATION	2010-12-07
LOCATION OF INCORPORATION	India
BUSINESS LICENCE NUMBER	8/47/2010-4edu1/2571-86
MAILING ADDRESS	SCO 160 – 161, Sector 9 C, Chandigarh, Chandigarh, India, 160009
OPERATING ADDRESS (if different from above)	Same as above
BINDING AUTHORITY'S NAME	Sangeet Jaura

Personal Identification (for Binding Authority for Corporation or Partnership / Individual Sole Proprietorship)

FULL LEGAL NAME	Sangeet Jaura
POSITION/TITLE	Pro Vice Chancellor - International
DATE OF BIRTH	Aug. 07, 1959
BIRTH PLACE	India
PHOTO ID#	Z2303193
MAILING ADDRESS	SCO 160 – 161, Sector 9 C - Chandigarh 160009 Chandigarh India
EMAIL	sangeet.jaura@chitkara.edu.in

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To indicate additional Authorized Representatives who may be working on your behalf to perform the Services beyond the primary point of contact, please provide information below.


Other Authorized Representatives:

Full Legal Name	Date of Birth	Relation to Service Provider	Photo ID or Business Number	Mail address	Signature of Party
Sangeet Jaura	Aug. 07, 1959	Pro Vice Chancellor - International	Z2303193	SCO 160 – 161, Sector 9 C - Chandigarh 160009 Chandigarh India	

Required Supplementary Documentation

The Agency shall provide the following documentation:

- Agency Information Form (AIF) signed by the Binding Authority and Authorized Representatives.
- Copy of Business Registration/Master Business Licence.
- Copy of Articles of Incorporation/Certificate of Incorporation (if applicable).
- Copy of photo ID for the Binding Authority and Authorized Representatives stated in Schedule B. (only for Sole Proprietorship/Partnership)
- SIN/Tax Identification Number (or analog) for the Binding Authority and Authorized Representatives stated in Schedule B. (only for Sole Proprietorship/Partnership)

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SCHEDULE C: Compensation

C.1 Commission Payments

- C.1.1 The Agency shall be paid a commission calculated as a flat amount or a percentage of base tuition, based on residency of the student at the point of application, paid to Georgian by any registered international student recruited by the Agency during the term of the Agreement.
- C.1.2 Student counts are assessed on an academic Term-by-Term or Contract Term basis, and are based on the number of first-semester students registered and eligible for commission that Term. The student must remain in a full-time registered status past the end of the drop and add period for that semester.
- C.1.3 Commission is calculated and paid twice a semester, as follows:
- C.1.3.1 After the last day to add, drop or withdraw for each academic term (fall, winter, and summer).
 - C.1.3.2 After the last day to add, drop or withdraw for each EAP/ESL second academic term (middle fall, middle winter, and middle summer).
- C.1.4 If the Agency fails to provide updated banking information, or if the payment bounces back due to incorrect banking information provided by the Agency in Schedule E or any authorized Wire Form received, or if a student clears a balance owing on account after any of the commission calculation cycles listed above, such commission will be assessed on the next cycle.
- C.1.5 Commission is paid for the first year of English for Academic Purposes (EAP) and/or English as a Second Language (ESLG) to a maximum of 3 semesters or 6 payments, and calculated over a generic tuition fee of \$2,500.00 CAD per level.
- C.1.6 Commission is paid for the first full-time year of a Post-Secondary Program or Graduate Program to a maximum of 2 semesters or 2 payments, with the exception of the following programs, which will be paid for a maximum of 3 semesters:
- ADTP (Addictions: Treatment and Prevention)*
 - MUSM (Museum and Gallery Studies)*
 - PARM (Advanced Care Paramedic)*
 - TREC (Therapeutic Recreation)*
- C.1.7 For customized programs, Georgian reserves the right to negotiate for commission in the event that the program proposed does not deliver any profit generation to the College. Commission for customized programs is paid upon completion of the signed Agreement.

C.1.8 Commission percent payable is as follows:

Country of Residence	Term of Student Count	Commission Structure	Description
India	Academic Term	EAP/ESL	1 to 25 students payable at 15% 26 or more students payable at 20%
India	Academic Term	Post Secondary	1 to 25 students payable at 15% 26 or more students payable at 20%

C.1.8.1 Students with residency in countries not listed in section C.1.8 will be payable at 15 percent unless otherwise negotiated with the Regional Manager.

C.1.9 Program Changes will not be eligible for commission payment unless;

C.1.9.1 the student remains registered in his/her first full-time academic year at Georgian, and;

C.1.9.2 the Agency is linked to the student at the moment of the Program Change request.

C.1.10 Should the Agency be eligible for commission, the maximum number of payments to the Agency for a specific international student recruited shall not exceed the conditions outlined in section C.1.5 and C.1.6.

C.1.11 Second Program will be eligible for commission payment only if at least one of the following conditions is met:

C.1.11.1 The student progresses from the EAP program to a Post-Secondary or Graduate Program through the Agency.

C.1.11.2 The student applied for 2 programs when the application submitted by the Agency is processed by Georgian, and both Letters of Acceptance are issued accordingly.

C.1.11.3 The Agency assisted the student on his/her new application Post-Secondary. Georgian has the right to request proof of communication to assess eligibility under this condition.


C.1.12 Agency Change requests will be accepted until the first student application submitted is processed in the International Application System (OCAS) and a Letter of Acceptance has been issued. Agency change requests submitted after the completion of the process mentioned above, including students who opt to change agencies for their subsequent semesters, will be assessed on a case-by-case basis, and only if they are due to a Professional Conduct breach incurred by the Agency.

C.1.13 All agency change requests will require a Georgian Agency Change Request Form signed and sent by the student with written documentation outlining the reasons for agency change.

- C.1.14 Commission shall be payable to the Agency when the related tuition and all ancillary fees have been paid in full by such recruited international student and student is registered in the program, and no longer entitled to tuition refunds for the semester. The Agency will be entitled for further commissions if conditions outlined in Section C.1.2 are met.
- C.1.15 If the Agency has children, parent, branches or subsidiary companies, commission will be paid to such entity linked to the student's residency at the moment of application. If proper payment information has not been provided by the Agency, commission will be paid to the banking information stated in Schedule E of this Agreement.
- C.1.16 Services provided hereunder by the Agency within Canada will be subject to the Harmonized Sales Tax (HST). The International Education and Development will establish the commission amount payable under this agreement, and contact the Agency with the commission owing and HST amount. Canadian English language schools are HST exempted.
- C.1.17 Any payments will be made in CAD equivalent of the currency selected from the list of available payment currencies in Schedule E. The exchange rate used will be determined by the rate provided to us by our payment services provider on the date of payment processing.
- C.1.18 Base Tuition amounts for Post-Secondary and Graduate programs are posted at: <https://www.georgiancollege.ca/finance-and-fees/tuition-related-fees/tab/tuition-and-fees/>

C.2 Claw-back Fees

- C.2.1 Notwithstanding any other provisions in this Agreement to the contrary, any compensation paid to the Agency pursuant to this Agreement, which is subject to recovery, will be subject to claw-backs. Compensation subject to claw-backs includes but it is not limited to:
- C.2.1.1 Commission paid for a student not recruited by the Agency, or;
- C.2.1.2 Commission paid for a student not eligible for commission, according to section C.1.
- C.2.2 If the Agreement has not been terminated and the Agency is within the Term, any claw-backs will be applied to subsequent commission payments, as outlined in section C.1.3.
- C.2.2.1 If the Agency is not entitled to/or does not have a sufficient payable commission amount on the subsequent commission payment, the Agency shall transfer the claw-back funds back to Georgian within thirty [30] days from the payment cycle outlined in section C.2.2.

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- C.2.3 If the Agreement is being terminated according to section C.2.2 or C.2.3, any commission claw-backs, or any outstanding debt to Georgian, will be settled in full, within thirty [30] days, by the Agency upon termination of this Agreement.



SCHEDULE D: Dispute Resolution

The Parties shall make every effort to resolve any disputes they may have relating to this Agreement amicably. In the event that they are unable to do so, any and all claims in any way relating to or arising from this Agreement shall be referred to binding arbitration before a single arbitrator. The arbitrator shall be appointed by agreement between the Parties or, in default of agreement, such arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice sitting in the Toronto Region, upon the application of any of the said Parties and a Judge of the Ontario Superior Court of Justice sitting in the Toronto Region shall be entitled to act as such arbitrator, if he/she so desires. The procedure to be followed shall be agreed by the Parties or, in default of agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitrations Act* (Ontario), S.O. 1991, c. 17. The arbitrator shall have the power to proceed with the arbitration and to deliver his/her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. It is further agreed that such arbitration shall be a condition precedent to the commencement of any action at law. The decision arrived at by the arbitrator, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

SCHEDULE E: Banking and Payment Information

E.1 Banking Information

SECTION A: DESTINATION BANK INFORMATION	
Bank Account Number:	6411774257
Bank Swift Code:	KKBKINBB
IFSC:	KKBK0000282
Bank Country:	India
Account Currency: * Bank country currency preferred	INR
SECTION B: BENEFICIARY INFORMATION (exactly as registered with the bank)	
Beneficiary Name:	Chitkara University
Beneficiary Phone Number:	
Beneficiary Address:	SCO 160 – 161, Sector 9 C
Beneficiary City, Province/State:	Chandigarh, Chandigarh
Beneficiary Country:	India
Beneficiary Postal Code:	160009

- E.1.1 Georgian uses Cohort Go as its payment services provider for agencies. For instance, payments will appear in the transaction as Cohort Go Solutions.
- E.1.2 Cohort Go has the capability to process payments in any local currency as domestic transactions, providing a more convenient exchange rate than regular wire transfers in Canadian Dollars (CAD) or United States Dollars (USD).
- E.1.3 If the Agency chooses Canadian Dollars (CAD) or a non-local currency, Georgian will not bear any responsibility regarding higher exchange rates experienced during the commission payment.

E.2 Updated Banking Information and Bounced Payments

- E.2.1 At any time, if there is a change to the banking information in section E.1, it is the responsibility of the Agency to contact Georgian with renewed banking information. At such point, Georgian will provide a wire information form to be completed and signed by the Agency in order to update the payment information in our database. The Binding Authority stated in Schedule B must sign this form.
- E.2.2 A failure of the Agency to submit updated banking information that results in an

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unsuccessful payment attempt will result in a \$60.00 CAD charge to the Agency for each bounced payment.