

RECRUITMENT REPRESENTATION AGREEMENT

THIS AGREEMENT dated the 01st day of November, 2021

BETWEEN:

Chitkara University, a Partnership doing business under the laws of India,
doing business as Chitkara University,

(hereinafter the "**Representative**")

AND:

UNIVERSITY OF PRINCE EDWARD ISLAND, a body politic and
corporate established pursuant to the *University Act*, R.S.P.E.I. 1974, Cap. U-
4, having its head office in Charlottetown, Province of Prince Edward Island,

(hereinafter the "**Institution**")

WHEREAS the Institution requires certain services described as independent representative for
recruiting international students (the "**Services**").

AND WHEREAS the Representative has undertaken to provide such services subject to the
following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the Institution and the Representative hereto agree as follows:

1. Definitions

1.1. "**Recruited Student**" is defined as a new full-time registered international student
recruited by the Representative to attend the Institution, and includes the following types
of students:

- (a) **Undergraduate Degree Program Student** – a new full-time registered student
in an undergraduate degree program;
- (b) **Graduate Degree Program Student** – a new full-time registered student in a
graduate degree program; or
- (c) **English Language Training Program Student** – a new full-time registered
student in the English language training program.

For the purposes of this Agreement, a "new" student is a student that has never attended
the Institution. A "full-time" student is as defined by the Institution's Academic
Regulations.

1.2. "**Semester**" is defined in accordance with the Institution's Academic Regulations as the
duration of a study period in an academic year - normally consisting of approximately
thirteen consecutive weeks. The first semester commences in early September (Fall) and
the second semester in early January (Winter). For the purpose of this Agreement, the
summer sessions are not considered semesters.

2. **Term**

- 2.1. The Term of this Agreement shall last for a term of three (3) years from the date of execution, and shall automatically renew for successive periods of one year until terminated in accordance with section 8.

3. **Representations and Responsibility**

- 3.1. The Representative hereby agrees to become an independent representative for recruiting international undergraduate, graduate and English language program students for the Institution and promoting the Institution and its courses as directed by the Institution or in a manner proposed by the Representative and agreed to by the Institution.
- 3.2. The Representative agrees that the provisions of this agreement apply to regular international students recruited by the Representative. This agreement excludes any activities initiated by the Institution in cooperation with other post-secondary institutions.
- 3.3. The Representative agrees to the following duties and responsibilities:
- (a) The Representative will recruit students for the Institution and be responsible for promotional activities.
 - (b) The Representative will provide to the Institution market intelligence and other relevant information, as requested by the Institution.
 - (c) The Representative may contact prospective students for admissions to undergraduate programs and other short-term courses of study at the Institution, including provision of accurate information and advice on courses and costs involved.
 - ~~(d) The Representative will provide the Institution with student applications, which shall include confirmation that applicants satisfy any enrolment prerequisites, official academic transcripts and any other document required for student admission, as advised by the Institution.~~
 - (e) The Representative, if qualified under the Government of Canada regulations, will provide advice and assistance to potential students with respect to the preparation of visa applications to enable the student to travel to and remain in Canada for the purpose of study.
 - (f) The Representative will liaise with the Institution on matters relating to student accommodation and travel arrangements.
 - (g) The Representative will forward student applications electronically to the Institution. All applications forwarded by the Representative shall be clearly marked with its identifiable stamp.
 - (h) The Representative will provide the Institution with a detailed description of the services it provides prospective students and a corresponding schedule of the fees

that students pay for such services to the Representative. The Representative will notify the Institution of any changes to the services/schedule of fees.

- (i) The Representative agrees to make no false or misleading statements concerning the Institution's services, courses, tuition, or attendance of the Institution and, shall ensure that its employees or subagents make no such statements, and the Representative understands that if it or its employees or subagents do so, the Institution may terminate this Agreement immediately without notice in addition to any other remedies the Institution may have.
- (j) The Representative will comply with all applicable Institution policies and procedures.
- (k) The Representative shall provide students with the Institution's Consent for Authorized Representative (attached hereto as Appendix A) for signature. The Institution shall not provide any student information to the Representative unless the student has authorized the Institution to do so in the consent form.

3.4. The Institution reserves the right to accept or reject students in adhering to established Institution policies, procedures and regulations as modified from time to time.

3.5. The Institution agrees to the following duties and responsibilities:

- (a) The Institution shall provide training for the Representative and any of the Representative's employees who are engaged in the promotion and student recruitment for the Institution. The Institution staff may also be asked to provide special training sessions at the request and expense of the Representative. The training can be conducted in person/face-to-face, by Skype/Video Conferencing, or telephone, at the option of the Institution.
- (b) The Institution agrees to provide the Representative, at no charge, with adequate promotional materials about the Institution, and to share the costs of any special projects to which they may agree in advance.
- (c) The Institution agrees that upon receipt of applications, all relevant admissions documents, such as admission letters and visa documents, will be sent to the Representative within the next few weeks or sooner via a courier service or electronically, as mutually agreed by the parties.
- (d) The Institution will notify the Representative of any changes in its policies and fees. The Institution will provide general information to the Representative concerning new programs and activities at the Institution.

4. Status as Independent Representative

4.1. The Representative agrees to operate as an Independent Representative, and neither the Representative nor its employees shall be deemed to be, nor treated as, employees or franchisees of the Institution.

- 4.2. All persons employed by the Representative to perform the Representative's duties under this Agreement are, and will remain the employees and agents of the Representative and are not, and will not become, employees or agents of the Institution. The Representative shall be solely responsible for the acts of its agents and employees, and shall use its best efforts to ensure their compliance with this Agreement.
- 4.3. Accordingly, the Representative shall be free to select its own means, methods, and manner of operation, subject to this Agreement, and shall choose its own hours and locations for promotion and recruitment activities of its employees and permitted subagents. Students who apply through or who are recommended by the Representative or affiliated offices or who are assisted by the Representative's agent or offices will be counted as the Representative's students.
- 4.4. The Representative, its employees and subagents, hereby agree to comply with and abide by all Canadian federal, provincial laws, and the laws of the foreign country governing the Representative's activities as an independent representative with respect to the student recruitment and education promotion for the Institution, in order for the Representative to perform under this Agreement.

5. Indemnification

- 5.1. The Representative shall perform all services in accordance with applicable professional standards. The Representative is not covered by the Institution's insurance policies or worker's compensation program. The Representative is solely responsible for determining the insurance coverage they require, including, but not limited to, liability, malpractice, medical and/or health, liability and worker's compensation. The Representative is solely responsible to arrange and pay for any and all insurances and worker's compensation coverage.
- 5.2. The Representation agrees to indemnify and save harmless the Institution, and its successors, officers, directors, agents, affiliates and employees against any and all liabilities, actions, losses, damages, costs and expenses which the Institution, and its successors, officers, directors, agents, affiliates and may sustain, incur, suffer or be required to pay by reason of the Representative's breach of this Agreement or by reason of any act, omission, fault, default or negligence in the performance of the Services by the Representative or the Representative's employees, agents or sub-contractors, or of any individual or entity for whom the Representative is responsible at law. This indemnity shall not be prejudiced by, and shall survive, the termination of this Agreement.
- 5.3. The Representative shall be solely responsible for all physical injuries (including death) to persons (including but not limited to employees of the Institution) and damage to property (including but not limited to property of the Institution, third parties, the Representative, its employees, servants, agents or any other individuals associated with

Representative) resulting from any act or omission of the Representative, the Representative's employees or of individuals for whom the Representative is responsible in law, and the Representative shall indemnify and hold the Institution harmless from loss and liability in respect of any and all claims on account of such injuries or damage.

- 5.4. The Institution agrees to indemnify and save harmless the Representative, and its successors, officers, directors, agents, affiliates and employees against any and all liabilities, actions, losses, damages, costs and expenses which the Representative, and its successors, officers, directors, agents, affiliates and may sustain, incur, suffer or be required to pay by reason of the Institution's breach of this Agreement or by reason of any act, omission, fault, default or negligence in regards to this Agreement by the Institution or the Institution's employees, agents or sub-contractors, or of any individual or entity for whom the Institution is responsible at law. This indemnity shall not be prejudiced by, and shall survive, the termination of this Agreement.
- 5.5. The indemnities and obligations of the parties specified in this Indemnification Section shall continue to bind and apply to the parties following the completion of the Services and shall survive the termination of this Agreement.
- 5.6. The Representative further acknowledges that the Representative, the Representative's employees, servants and agents and any other individuals associated with the Representative have no entitlement and shall not have any claim against the Institution for any compensation or benefits of the type provided by the Institution to the Institution's employees, including, without limitation, overtime pay, vacation pay, public holiday pay, notice of termination (or termination pay in lieu thereof), severance pay, retirement benefits, employment insurance, Canada Pension Plan, workers' compensation, disability, health or life insurance premium payments or benefits, wages, bonus or incentive compensation. The Representative shall be solely responsible for workers' compensation claims filed by the Representative's employees, servants or agents and any individuals associated with the Representative.
- 5.7. The Institution shall not withhold federal, provincial or other taxes and premiums from any amounts payable to the Representative. The Representative shall be solely responsible for paying, and agrees to pay, such taxes in accordance with applicable laws and regulations. The Representative hereby exonerates, indemnifies and holds the Institution and its successors, officers, directors, agents and employees harmless from the Representative's failure to comply with any of the obligations required under this Agreement including any liability, loss, cost, expense, damages, claims, fines, penalties, assessments or other actions asserted against the Institution relating to the non-payment or late payment of such taxes or its failure to comply with federal, provincial and municipal laws. Such indemnification shall include without limitation any liability, loss, cost, expense, damages, claims, fines, penalties or assessments and the Institution's

expenses (including reasonable legal fees) associated with its defence of any such actions.

6. **Compensation**

6.1. The Institution shall pay the Representative a commission for each Recruited Student that registers and attends the Institution for a period of at least six (6) weeks (hereinafter the "**Commission**"), provided the Recruited Student has paid tuition. The Commission shall be calculated as follows:

(a) **Basic Commission (one to five students)**

For the first five (5) Recruited Students, the Representative will receive a Basic Commission of 15% of each Referred Student's **paid** first-year tuition, payable in two (2) instalments upon the following schedule:

- i. First instalment: 15% of each Recruited Student's **paid** first semester tuition, payable upon receipt of Representative's invoice to the Institution; and
- ii. Second instalment: 15% of each Recruited Student's **paid** second semester tuition, payable upon receipt of Representative's invoice to the Institution.

(b) **Bonus Commission (six or more students)**

When the Representative exceeds five (5) Recruited Students in total, the Representative will receive a Commission of 20% of the Recruited Student's **paid** first-year tuition commencing with the sixth Recruited Student, payable in two instalments upon the following schedule:

- i. First instalment: 20% of each Recruited Student's **paid** first semester tuition, payable upon receipt of Representative's invoice to the Institution; and
- ii. Second instalment: 20% of each Recruited Student's **paid** second semester tuition, payable upon receipt of Representative's invoice to the Institution.

6.2. Each semester the Institution shall provide the Representative with the number of the Recruited Students, if any, no later than six (6) weeks from the first day of the semester. The Institution may provide the Representative with a list of names of the Recruited Students, provided the Recruited Student has signed a consent form which authorizes the release of the Recruited Student's personal information to the Representative.

6.3. Each semester the Representative shall invoice the Institution for its Commission following receipt of the number of Recruited Students referenced in Clause 6.2 above.

6.4. For certainty, the Representative is entitled only to Commission on the tuition paid by the Recruited Student. The Institution shall not be obligated to pay Commission on any unpaid tuition.

- 6.5. If a Recruited Student withdraws from the Institution within sixty (60) days (academic calendar days) from the start of the Semester, upon notice from the Institution the Representative will return 50% of the Commission paid by Institution, to the Institution.
- 6.6. Both parties agree as follows in regards to financial transactions:
- (a) All financial transactions will be in CDN dollars.
 - (b) Application fees, if applicable, will be forwarded in the form of a bank cheque or draft payable or telegraphic transfer to the Institution. Telegraphic transfers, bank cheques, or draft payables must specify the name of each student whose payments are being made, the program for which the student has enrolled and the date on which the student is to begin study. Students can make payments to the University directly, or the Representative may assist the student to make the payment, as requested by students and provided the transaction is in accordance with the Institution's accounting policies.
 - (c) Commission is payable by the Institution in the form of a bank cheque or draft payable or telegraphic transfer to the Representative, upon Institution's receipt of the Recruited Student's tuition and fees and the Representative's invoice.
 - (d) The Institution's payment terms are net 30 days from the receipt of the Representative's invoice.

7. **Confidentiality of Agreement**

- 7.1. Both parties will treat this Agreement, its Notices, its supplements, amendments, and renewals, as well as all service information, description and fees, methods of operations and authorization codes, student information, and their terms and conditions as strictly confidential. Subject to disclosure as required by law, neither party will disclose any of this information, or any of these materials to any employees, or any third party who has no authority to have access to the data and/or any documents relating to this Agreement. Either party will immediately inform the other party of any requests or orders for any such information from persons and/or entities not a party to this Agreement before responding thereto. Such notification shall be by both telephone and by mail or e-mail.

8. **Termination**

- 8.1 This Agreement may be terminated as follows:

- (a) By the Institution, effective immediately, where:

- (i) in the reasonable opinion of the Institution, the Services provided by the Representative are unsatisfactory, inadequate, or are improperly provided or do not meet the applicable professional standard;
 - (ii) in the reasonable opinion of the Institution, the Representative has failed to comply with any substantive term or condition of this Agreement;
 - (iii) the Representative contravenes the applicable laws; or
 - (iv) the Representative is dissolved or becomes bankrupt or insolvent;
 - (v) the Representative makes any misrepresenting actions relating to this Agreement, or engages in conduct that reflects unfavourably upon the operation and reputation of the relating services.
- (b) By either party, effective upon thirty (30) days' written notice of non-renewal or termination of the Agreement.
- (c) ~~By both parties on mutual agreement.~~

8.2 Upon termination of this Agreement, the Representative shall cease to provide any further services and shall no longer represent the Institution. The Institution shall be under no obligation to the Representative other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the Institution, the Representative may be entitled to receive under this Agreement for work completed to the satisfaction of the Institution up to the date of termination.

9. Notices

9.1. The parties agree that all notices required to be given under this Agreement shall be well and sufficiently given if sent by registered mail, postage prepaid, as follows:

To the Party of the First Part: Ms. Sangeet Jaura, Pro-Vice Chancellor, Office of International Affairs

Chitkara University
Chitkara University, Corporate Office,
SCO 160-161, Sector 9 C, Chandigarh,
160009, Chandigarh - India
sangeet.jaura@chitkara.edu.in
+919876047895

To the Party of the Second Part:

University of Prince Edward Island
Attention: Dr Jerry Wang, Office of Recruitment
550 University Avenue
Charlottetown PE
C1A 4P3

With a Copy to:

Vice-President, Administration & Finance
University of Prince Edward Island
550 University Avenue
Charlottetown PE
C1A 4P3

and any such notice shall be deemed to have been given and received on the second business day after which the envelope containing the notice was deposited and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery.

10. General

- 10.1. *Entire Agreement* - This document constitutes and contains the entire Agreement of the parties hereto and supersedes any and all prior negotiations, correspondence, understandings and agreements among the parties respecting the subject matter thereof.
- 10.2. *Severability of Provisions* - In the event that the court with proper jurisdiction or another governmental agency with proper jurisdiction issues an order finding that a provision of this Agreement is unlawful, that provision will be rendered ineffective and will be severed from this Agreement. The remaining provisions of this Agreement will continue in effect and will bind the parties.
- 10.3. *Assigns* - Neither the benefits nor obligations of this Agreement are assignable by either party hereto without the prior written consent of the other party.
- 10.4. *Amendment* - This Agreement can only be amended by mutual written consent of the parties.
- 10.5. *Governing Law* - The Parties hereto agree that this Agreement shall be construed in accordance with and governed in all respects by the Provincial laws of Prince Edward Island and the Federal laws of Canada applicable therein and may be modified only by written instrument subscribed by both parties.

10.6. *Counterparts* - This Agreement may be executed in counterparts, each of which, when so executed and delivered to the other parties, shall be deemed to be an original, and when taken together, shall be deemed to be one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above in Charlottetown, PEI.

Print Witness name: <u>NARESH KUMAR</u>	Chitkara University
Per: _____	_____
<u>Naresh</u> Witness (signature)	<u>Sangeet Jaura</u> (Authorized Signatory)
Authorized Signatory: Ms. Sangeet Jaura	
Title: Pro-Vice Chancellor, Office of International Affairs	
Date: November 01, 2021	

<u>Sandra Gatt</u> Witness	UNIVERSITY OF PRINCE EDWARD ISLAND
Per: _____	_____
	(Authorized Signatory)
Authorized Signatory: Donna Sutton	
Title: Associate Vice-President of Students and Registrar	
Date: November 30/2021	

APPENDIX A



IMPORTANT: THIS FORM MUST BE SUBMITTED WITH EACH APPLICATION

SECTION A: STUDENT INFORMATION

First Name

Family/Last Name

SECTION B: CONTACT METHOD

Please choose ONE of the following options:

- ☐ (a) My Agent assisted me with my application but I would like to act on my own behalf. I will receive all communications to my personal email and to the myupei.ca account. **SECTION C IS NOT APPLICABLE**

Please contact me through my personal email address below: (complete only if you checked this box)

Personal Email Address:

- ☐ (b) I authorize my Agent to act on my behalf for admission to UPEI until the date specified below in Section C(b). I understand that UPEI communications will be sent to the Agent's email address. My agent is responsible for reviewing and responding to communications received by UPEI.

Please contact me through my Agent as follows: (complete only if you checked this box)

Agent Company Name (if applicable)

Phone

Email

Agent Name

Agent Address

SECTION C: AUTHORIZED AGENT REPRESENTATIVE INFORMATION

(a) The Agent identified above in Section B (b) is authorized to receive all of my UPEI correspondence, act as my representative and access all of my personal information.

(b) This authorization will be valid until notification to UPEI in writing to revoke authorization sent to UPEI international admissions at inte@upei.ca.

(c) I understand it is my responsibility to update UPEI with my personal contact information (email, phone number and address) upon expiry or revocation of my authorization.

(d) **Authorized Agent Representative conditions:**

- I understand the Authorized Agent Representative is permitted to represent me up to the revocation of my authorization.
- I understand all communications will be sent to the Agent's email. It is my responsibility to change the email address if I want to receive these communications directly. UPEI recommends that students update their personal contact information (email, phone number and address) as soon as possible.
- I understand that I can revoke this authorization *at any time* by contacting UPEI international admissions at inte@upei.ca.
- I have read and understood the above statements.

SECTION D: ADDITIONAL CONSENT

Please choose ONE of the following options:

- ☐ (a) I authorize UPEI to disclose my student registration and student fees account information to my Agent listed above

- ☐ (b) I do not agree to the disclosure of my student registration and student fees account information to my Agent.

SECTION E: SIGNATURES

Agent Signature

Student Signature

Date (DD/MM/YYYY)

Date (DD/MM/YYYY)

Witness Signature

Witness Signature

Witness Name (Please Print)

Witness Name (Please Print)

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 31(c) of the PEI Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of implementing this consent. Direct any questions about this collection to: Director of Recruitment/Advising and International Student Office either by telephone at 902-894-2801 or by email at zhwang@upei.ca.