

# BCIT International Student Recruiter Services Agreement

**THIS AGREEMENT** (the “Agreement”) made as of September 1, 2021 (the “Effective Date”) is between:

**Chitkara University**, having an office at  
SCO 160-161, Sector 9 C,  
Chandigarh, India 160009

(the “Contractor”)

AND

**British Columbia Institute of Technology**, having an office at  
3700 Willingdon Avenue  
Burnaby, British Columbia, Canada V5G 3H2

(“BCIT”)

BCIT and the Contractor are each referred to herein individually as a “Party” and collectively as the “Parties”.

## WHEREAS:

- A. BCIT is one of British Columbia’s largest post-secondary institutions;
- B. Contractor has represented to BCIT that it has the expertise and capabilities to recruit individuals who are not Permanent Residents or Citizens of Canada; and
- C. BCIT seeks to contract with Contractor in relation to recruiting individuals who are not Permanent Residents or Citizens of Canada as set out in this Agreement.

**IN CONSIDERATION** of the mutual covenants in this Agreement and subject to the terms and conditions specified in this Agreement, the Parties agree as follows:

## 1 Definitions

- .1 **Definitions:** In this Agreement, the following capitalized words and expressions will have the following meanings unless the context otherwise requires:
  - a) “**BCIT Programs**” has the meaning set out in Schedule A of this Agreement;
  - b) “**Business Day**” means a day other than Saturday, Sunday or a day that is a statutory holiday in British Columbia.
  - c) “**Commission**” has the meaning set out in Schedule A of this Agreement;
  - d) “**International Recruits**” means individuals who are neither Permanent Residents nor Citizens of Canada and are interested in attending one of BCIT’s Programs, and meet BCIT’s admission requirements for such BCIT Program;
  - e) “**Marketing Materials**” means materials provided by BCIT to the Contractor for distribution to International Recruits and any Translated Marketing Materials that have received BCIT’s



prior written approval for distribution to International Recruits, as these documents may be amended by BCIT from time to time;

- f) **"Manual"** has the meaning set out in Section 3.1a), as amended by BCIT from time to time;
- g) **"Personnel"** means employees, consultants, agents and sub-contractors;
- h) **"Services"** means the services the Contractor will provide to BCIT as set out in Section 3 of this Agreement; and
- i) **"Term"** means the term of this Agreement as defined in Section 6.1 of this Agreement.

## 2 Schedules

- .1 The following schedules are attached to and form part of this Agreement:

- a) Schedule A: Commission

## 3 Contractor's Services Representation, Warranties and Responsibilities

- .1 The Contractor will fulfill the following conditions prior to performing any Services or representing itself as affiliated with BCIT to anyone in any manner:

- a) The Contractor will review all materials provided by BCIT which, including without limitation, information about BCIT, BCIT Programs and BCIT's admissions process (the **"Manual"**), and attend information or training sessions about BCIT as requested and required by BCIT;
- b) The Contractor will submit the following documentation to BCIT:
  - i. a notarized English copy of the Contractor's business licence and corporate registration;
  - ii. Contractor's marketing plan (the **"Proposed Marketing Plan"**) for BCIT's review which sets out the Contractor's plans for marketing BCIT and BCIT's Programs to International Recruits, including without limitation, the territory, events and activities of such other activities;
  - iii. for BCIT's review and approval, proposed translation of the Marketing Material to the International Recruit's native language (the **"Translated Marketing Material"**) along with the qualifications of the translator (the **"Translator"**), the Translator's certificate of translation, and confirmation of the Translator's assignment of the copyright and waiver of moral rights of the Translated Marketing Material in favour of BCIT. The Contractor agrees that it will not at any time use or distribute any Translated Marketing Materials without BCIT's prior written approval; and
  - iv. a current and detailed profile of the Contractor's business, including information as to the year the Contractor's business was established, locations of all of its offices, and the name, title, telephone, fax number and e-mail address of the principal contact person at each of the Contractor's offices, and the Contractor's business plans; and
- c) any other conditions BCIT solely determines to be required.

Upon completion of the foregoing conditions to the sole satisfaction of BCIT, BCIT will issue the Contractor a certificate of representation (the **"Certificate of Representation"**).

- .2 The Contractor will perform the following services (the **"Services"**) on a non-exclusive basis during the Term:
  - a) organize and attend events and activities as set out in the version of the Proposed Marketing Plan approved by BCIT (the **"Approved Marketing Plan"**);





- b) ensure that all Services are performed by the Contractor in the best interests of BCIT;
  - c) provide the International Recruit with Marketing Materials and answer the International Recruit's questions pertaining to BCIT, **BCIT Programs** and admissions process, tuition and refund policy as set out in the Manual;
  - d) provide the International Recruit with the website address of BCIT's online application system (the "**BCIT Application Form**") and assist International Recruits with compiling the documentation required for the BCIT Application Form;
  - e) advise the International Recruit that all admission decisions are made by BCIT;
  - f) if requested by BCIT, provide to each International Recruit whose personal information is collected and used by the Recruiter on BCIT's behalf a signed privacy notice in such form as BCIT may require from time to time (the "**Privacy Notice**");
  - g) provide the International Recruit with such privacy notices or obtain such consents to the collection, use, disclosure and processing of the International Recruit's personal information as may be required under the personal information protection laws in the country in which the recruiting activity is taking place;
  - h) provide any completed BCIT Application Form and fees collected from the International Recruit to BCIT in a timely manner;
  - i) report to BCIT at least on an annual basis as to the Contractor's activities on behalf of BCIT;
  - j) from time to time or as requested by BCIT, provide BCIT with marketing data and information pertaining to recruitment of international students;
  - k) any other services as requested by BCIT in writing from time to time; and
  - l) provide all information and documents which may be requested by BCIT from time to time related to the Services performed by the Contractor under this Agreement.
- .3 In providing the Services, the Contractor will immediately comply with all reasonable directions and requests from BCIT.
- .4 The Contractor acknowledges, agrees, represents and warrants that:
- a) it is solely responsible for retaining a qualified Translator and any costs, errors and omissions in relation to the Translator and the Translated Marketing Materials. The Contractor will seek an assignment of the copyright and a waiver of moral rights in the Translated Marketing Materials from the Translator in favour of BCIT. The Contractor will amend or discontinue use and distribution of the Translated Marketing Materials forthwith upon BCIT's request;
  - b) the Contractor will not represent itself as being affiliated with BCIT to anyone at any time in any manner if it has not been issued or no longer has a Certificate of Representation issued to the Contractor;
  - c) the Contractor is in the business of providing the Services and possesses all necessary knowledge, experience, skills, accreditation and licenses to perform the Services. The Contractor has and will maintain sufficiently trained Personnel to execute the Services promptly, efficiently in a competent, workmanlike and professional manner to at least the standard of care and diligence of similar contractors within the industry;
  - d) the Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and





local governing bodies, of any country having jurisdiction over the Services or any part thereof, including without limitation laws relating to the collection, use, disclosure and processing of personal information of International Recruits;

- e) entering into and the performance of this Agreement shall not breach any other agreement entered into by the Contractor or put itself in a conflict of duties with BCIT;  
the Contractor has not brought to BCIT, nor shall it use in the performance of the Services, any confidential materials or documents of any former client of the Contractor, or of any other third party, unless the Contractor has received prior written authorization to do so from the owner of the confidential materials or documents;
- f) the Contractor shall not infringe the intellectual property rights of any third party in performing the Services;
- g) all of the information the Contractor provides to BCIT about itself or any International Recruit is true and accurate to the best of Contractor's abilities and if the Contractor learns that any of the foregoing information is untrue, inaccurate or has changed, the Contractor will forthwith advise BCIT with details of the untruthfulness, inaccuracy or change;
- h) the Contractor will not perform any activities for BCIT outside of the Services without BCIT's expressed prior written request and consent specifically, and including without limitation:
  - i. completing any of the BCIT Application Forms for the International Recruit;
  - ii. providing any advice relating to immigration to the International Recruit; or
  - iii. advising the International Recruit that the Contractor has the ability to admit the International Recruit on BCIT's behalf, or having the ability to advocate or influence the decision of BCIT in relation to the International Recruit's BCIT Application Forms, or entry into or participation in a BCIT Program;
- i) for any given International Recruit, immediately upon either the International Recruit's explicit or implicit advice to the Contractor that the International Recruit does not seek admission into BCIT or upon the International Recruit or Contractor's submission of the BCIT Application Forms to BCIT:
  - i. the Contractor's Services for that particular International Recruit terminates; and
  - ii. the Contractor shall completely remove and destroy any and all of that International Recruit's personal information in the possession of the Contractor but only to the extent that BCIT has expressly authorized the Contractor to obtain that personal information on behalf of BCIT in accordance with section 9.6 below. The Contractor will allow BCIT to enter the Contractor's premises and review the Contractor's records and systems for compliance and verification that the Contractor has completely removed and destroyed all of the foregoing personal information;
- j) it will perform the Services in accordance with standards, guidelines and deadlines required by BCIT as BCIT solely determines from time to time; and
- k) the Contractor will not subcontract any portion of the Services without BCIT's expressed prior written consent.

#### 4 BCIT's Responsibilities and Rights

##### .1 BCIT will:

- a) provide the Contractor with a copy of the Manual, Marketing Materials, and conduct the information and training sessions as referred to in Section 3.1a); and



- b) admit into a **BCIT Program** International Recruits who satisfy all of BCIT's entrance requirements, as solely determined by BCIT.
- .2 BCIT reserves the right to cancel or change any **BCIT Program**, policy, fee, guideline, promotional, informational or application materials without notice to the Contractor and to make all determinations as to admission of an International Recruit to BCIT.

## 5 Representatives

- .1 Each Party shall appoint a representative (each a "**Representative**") who shall be the first line of contact for all matters arising under this Agreement, as follows:
  - a) for the Contractor: Sangeet Jaura  
Telephone: 91-9876047895  
Email: sangeet.jaura@chitkara.edu.in
  - b) for BCIT: Eva Wong  
Telephone: 604-412-7546  
Email: Eva\_Wong@bcit.ca
- .2 Each Representative shall be responsible for administering this Agreement on behalf of the Party appointing him or her. Each Party may change its Representative upon written notice to the other Party. Neither Representative shall have the authority to execute amendments or additions to this Agreement on behalf of his or her appointing Party without further written consent from such Party.

## 6 Term and Termination

- .1 The Term of this Agreement shall be from the Effective Date and will end on **December 31, 2022** unless this Agreement is earlier terminated as contemplated in this Section 6.
- .2 BCIT may terminate this Agreement immediately if the Contractor breaches any representation or warranty in this Agreement, materially breaches this Agreement or for cause.
- .3 Either Party may terminate this Agreement for any reason upon at least 30 days prior written notice to the other Party.
- .4 Upon termination the Contractor will immediately:
  - a) cease providing any Services and representing itself as affiliated in any way with BCIT;
  - b) return to BCIT the Certificate of Representation, Manual, Marketing Materials and all other materials related to the Services as requested by BCIT;
  - c) completely remove and destroy all personal information in the possession of the Contractor relating to the International Recruit or Qualified Student. The Contractor will allow BCIT to enter the Contractor's premises and review the Contractor's records and systems for compliance and verification that the Contractor has completely removed and destroyed all of the foregoing personal information; and
  - d) ensure that in any correspondence or contact with any third party after the date of termination, including and without limiting, the International Recruit or Qualified Student, that the Contractor advises such third party that the Contractor does not represent or is affiliated with BCIT in any way.



## 7 Invoicing and Payment

- .1 In consideration of the Services, BCIT agrees to pay the Contractor the Commission in the amount and manner and at the times specified in Schedule A. Unless otherwise specified, payment shall be in Canadian funds and terms are net thirty (30) days from the date of the Invoice as this term is defined in Section 1.4 of Schedule A to this Agreement.
- .2 Original Invoices are to be forwarded to the Accounts Payable department of BCIT. The Invoices must indicate the purchase order number.
  - a) BCIT  
Accounts Payable  
3700 Willingdon Ave  
Burnaby, BC V5G 3H2

## 8 Indemnity and Release

- .1 The Contractor will indemnify, hold harmless and defend, and hereby forever releases and discharges, BCIT and BCIT's Board of Governors, directors, officers, employees, faculty, students, representatives and agents from and against any claims, suits, losses, damages, actions, causes of action, costs, fees and expenses (including actual legal fees and expenses) and liability of any kind and every nature that can or may arise, directly or indirectly, either before or after this Agreement ends, and whether asserted by third parties or otherwise, relating to or arising from the Services or this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the claims are caused by errors, omissions or the negligent acts of BCIT, its other contractors, assigns and authorized representatives.

## 9 Confidentiality and Privacy

- .1 In this Agreement "**Confidential Information**" means any information in any form or medium relating to one Party's (the "**Discloser**") business, strategies, pricing, personnel, customers, suppliers, products or services, including all information belonging to third parties in respect of which the Discloser owes any confidentiality obligation, that is directly or indirectly disclosed to or accessed by the other Party (the "**Recipient**"), whether or not any of the information is identified as being confidential, but excludes information that the Recipient proves: (i) was lawfully in its possession before receiving it from the Discloser; (ii) was provided in good faith to the Recipient by a third party that had no obligation to keep it confidential; (iii) is or becomes generally available to the public through no fault of the Recipient; or (iv) the Recipient developed independently without any reference to the Discloser's Confidential Information.
- .2 The Recipient will use conscientious efforts to protect the Discloser's Confidential Information, and will only provide Confidential Information to those of its employees, directors, officers, consultants, agents and other representatives on a "need to know" basis.
- .3 Except as authorized by this Agreement or otherwise by the Discloser in writing, the Recipient will not: (a) use, exploit or take any benefit from any of the Discloser's Confidential Information for any purpose other than the Services or to fulfill its obligations in this Agreement; or (b) disclose any of the Discloser's Confidential Information to any third party.
- .4 The Contractor acknowledges and agrees that, notwithstanding any wording in this Agreement or any Confidentiality Agreement, BCIT is a public body subject to the British Columbia *Freedom of Information and Protection of Privacy Act* ("FIPPA") and that all information or materials supplied to BCIT, or obtained or created by the Contractor for BCIT under this Agreement is subject to that legislation and may be subject to requests for access or disclosure under FIPPA.



Any disclosure by BCIT of such information or materials pursuant to the provisions of FIPPA shall not give rise to a breach of this Agreement.

- .5 The Contractor further acknowledges and agrees that BCIT owes obligations under FIPPA in relation to the collection, use, disclosure, storage, processing and retention of personal information of BCIT's students, prospective students employees and other individuals ("Protected Data"). The Contractor shall provide its full cooperation to BCIT in ensuring that the recruitment, communication and other activities contemplated under this Agreement comply with the requirements of FIPPA. For greater clarification, the term "**personal information**" when used in this Agreement shall be defined as meaning any recorded information about an identifiable individual, other than that individual's business contact information, and "**prospective student**" refers to any International Recruit or other individual with whom the Contractor communicates pursuant to this Agreement about enrollment with or attendance at BCIT.
- .6 Without limiting subsection 9.5, the Contractor acknowledges and agrees that, except as expressly approved by BCIT in writing, the Contractor is not authorized by this Agreement to and shall not access, collect, use, disclose, maintain, process or store any Protected Data on BCIT's behalf or engage in the exchange or sharing of the Protected Data of any students or prospective students with BCIT. Subject to section 9.7 and any written approvals granted by BCIT permitting the Contractor to collect Protected Data on BCIT's behalf, International Recruits and prospective students will be directed by the Contractor to communicate with and submit their applications for enrollment directly to BCIT.
- .7 Notwithstanding section 9.6, BCIT recognizes that there may be exceptional circumstance's in which, due to language or other barriers, prospective students may request the Contractor to relay information to BCIT on the prospective student's behalf. The Contractor shall not agree to facilitate such communications without first obtaining and providing the student's written consent to BCIT, which consent shall be in such form as BCIT may require from time to time. The parties acknowledge and agree that these activities are outside the scope of the services provided to BCIT under this Agreement, and the Contractor shall be solely responsible for the privacy, confidentiality and security of any Protected Data that it obtains and maintains in the course of providing such services to prospective students.
- .8 To the extent that the Contractor engages in any collection, use, disclosure, maintenance, processing or storage of Protected Data on BCIT's behalf, the Contractor shall comply with FIPPA and the written directions and policies of BCIT for the purposes of ensuring the privacy, security and confidentiality of the Protected Data.
- .9 The Contractor further agrees to provide BCIT with prompt notice of any collection, access to, use, disclosure, storage or processing of Protected Data not authorized by this Agreement or FIPPA and of which the Contractor becomes aware.

## 10 Audit Rights

- .1 BCIT reserves the right to visit the Contractor's offices and audit the Contractor's records to assure compliance with the terms of this Agreement. The Contractor shall accommodate BCIT's visit to its offices and make available all data reasonably requested by BCIT. BCIT will treat all information concerning the Contractor and its personnel, systems, procedures and operations reviewed or discovered during the course of any such audit as proprietary to the Contractor and strictly confidential except to the extent that disclosure may be required to enforce the terms of this Agreement.





## 11 Intellectual Property

- .1 In accordance with BCIT policy, but subject to this Agreement's terms and conditions, BCIT will exclusively own all right, title and interest (including all intellectual property rights) in and to the Manual, Marketing Materials and any information, results, data, inventions, developments, discoveries, improvements and material, whether or not complete and whether or not patentable, that have been produced, developed, compiled, reduce to practice or acquired as a result of the Services.

## 12 Use of Trademarks

- .1 The Contractor acknowledges the proprietary interest of BCIT in all names, trademarks, crests, or logos owned by BCIT and shall not use any BCIT name, trademark, crest or logo without the expressed prior written consent of BCIT.
- .2 The Contractor shall not in any way or in any form publicize or advertise in any manner the fact it is providing Services to BCIT without the express written approval of BCIT which must be obtained in advance for each item of advertising or publicity.

## 13 Contractor's Personnel

- .1 All persons performing Services under this Contract will be Personnel of the Contractor, and will not for any purpose be considered Personnel of BCIT.
- .2 The Contractor further represents, warrants, acknowledges and agrees that:
  - a) BCIT assumes no responsibility whatsoever for any Contractor's Personnel;
  - b) Contractor assumes all risks and responsibilities to all Contractor's Personnel relating to the Services;
  - c) Contractor is solely responsible for the Contractor's Personnel's acts and omissions and all matters pertaining to the Contractor's and Contractor's Personnel performance of the Services including without limitation, obtaining and paying for Contractor's Personnel's licenses, permits, travel, housing, living expenses, transportation, passport, visas or work permits, medical expenses and health insurance, any federal, provincial or foreign taxes, worker's compensation benefits, statutory deductions, assessments, and any other requirements or expenses related to Contractor's Personnel's performance of the Services. In the event that BCIT is required to pay any governmental authority for any taxes or withholding amounts (the "Taxes"), the Contractor acknowledges and agrees that BCIT may pay such governmental authority any Commissions payable to the Contractor and further, that the Contractor will pay BCIT forthwith for any insufficient amounts; and
  - d) the Contractor will and will cause the Contractor's Personnel to comply with the terms of this Contract and all rules, laws, ordinances, regulations and BCIT policies related to the performance of the Services including without limiting, BCIT's Code of Conduct, FIPPA and the Consent;
- .3 BCIT may, at any time, require the Contractor to immediately remove any of their Personnel from the BCIT site or to deny any Contractor's Personnel access to the site or any part thereof, at its sole discretion and without liability hereunder if in their reasonable opinion, that Personnel is incapable, unwilling or unable to provide Services which meet the requirements of this Agreement or such Contractor's Personnel fails to comply with any of the requirements set out in this Agreement.



## 14 Notice

- .1 Any notice, direction request or other communication required or contemplated by any provision of this Agreement will be given in writing and will be given by delivering or faxing or emailing the same to the parties as follows:

- a) If to the Contractor:

**Chitkara University**

SCO 160-161, Sector 9 C,  
Chandigarh, India 160009

Fax:

Attention: Sangeet Jaura

Email: sangeet.jaura@chitkara.edu.in

- b) If to BCIT:

**British Columbia Institute of Technology**

3700 Willingdon Ave  
Burnaby, BC V5G 3H2

Fax: 778-329-0315

Attention: Eva Wong

Email: Eva\_Wong@bcit.ca

- .2 Any such notice, direction request or other communication will be deemed to have been given or made on the date on which it was delivered, or in the case of fax or email, on the next Business Day after receipt of transmission. Any Party may change its fax number, email or address from time to time by written notice in accordance with this section 15.1.

## 15 Dispute Resolution

- .1 If any dispute arises out of or relating to this Agreement at any time before or after this Agreement terminates, the Parties will attempt to resolve the dispute amicably through confidential good-faith discussions.

If the Parties cannot resolve the dispute within 10 Business Days, or such longer period as the Parties may agree in writing, then the Parties will submit the dispute to be settled confidentially by a single neutral arbitrator under the *Commercial Arbitration Act* (British Columbia) and the rules of the British Columbia International Commercial Arbitration Centre. If the Parties cannot agree on an arbitrator within 10 Business Days after the dispute is referred to arbitration then the British Columbia International Commercial Arbitration Centre will appoint the single arbitrator. The arbitrator will apply the federal laws of Canada and the provincial laws of British Columbia. The arbitrator's decision will be binding upon the Parties, and judgment on the decision may be entered in any court of competent jurisdiction. The arbitration hearing will be held in Burnaby, British Columbia and will be conducted in English. The Parties will share equally in the arbitrator's fees and expenses and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs in connection with the arbitration.

## 16 General

- .1 **Precedence of Documents:** If there is any conflict or inconsistency between this Agreement's main body and any Schedule to this Agreement, the main body of this Agreement will take



precedence unless the Schedule expressly states otherwise, including by identifying the specific provision over which the Schedule takes precedence.

- .2 **Relationship between the Parties.** The Parties are independent contractors and nothing in this Agreement shall be construed as establishing an agency, partnership, or employment relationship between the Parties. Neither Party shall have the authority to act on behalf of the other Party or to commit the other Party in any manner or cause whatsoever, or to use the other Party's name in any way not specifically authorized in this Agreement.
- .3 **Persons Bound.** This Agreement enures to the benefit of and is binding on the Parties and their respective successors and permitted assigns.
- .4 **Further Assurances.** Each Party will promptly sign and deliver all documents and take all action as may be necessary or desirable to effectively carry out the intent and purposes of this Agreement, to protect the Parties' interests and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under this Agreement.
- .5 **Waiver.** A waiver of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and signed by the Parties and is not a waiver of any other term or any other breach.
- .6 **Amendment.** No modification of this Agreement is effective unless it is in writing and signed by the Parties.
- .7 **Entire Agreement.** This Agreement, together with any Confidentiality Agreement and/or License Agreement, constitutes the entire Agreement between the Parties regarding its subject-matter and supersedes all prior Agreements, understandings, negotiations and discussions between the Parties.
- .8 **No Assignment.** Neither Party will assign any part of this Agreement or any of its rights under this Agreement without the other Party's prior written consent, and any purported assignment without such prior consent will be void.
- .9 **Change in Control.** A transfer of a material block or controlling interest in the shares of a Party shall be deemed to be an assignment under Section 17.8 requiring the prior written consent of the other Party.
- .10 **Force Majeure.** Neither Party will be held responsible for damages caused by delay or failure to perform its obligations under this Agreement (other than its payment obligations) to the extent caused by events or circumstances beyond the non-performing Party's reasonable control, including acts of God, war, riot, embargoes, acts of government including civil or military authorities, export controls, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labour or material, or acts of public enemies, but not including the non-performing Party's financial status.
- .11 **Law and Jurisdiction.** The laws of British Columbia, without giving effect to its conflict of law principles, govern this Agreement and all proceedings arising out of it, and the Parties attorn to the exclusive jurisdiction of the British Columbia courts.
- .12 **Severability.** Any provision of this Agreement that is held to be invalid, illegal or unenforceable will be deleted from this Agreement and the remaining provisions will continue in full force and effect.
- .13 **Time.** Time is of the essence in this Agreement.



- .14 **Survival.** Sections 3, 6.4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and all other provisions of this Agreement that are reasonably necessary for the interpretation of this Agreement or to give effect to this Agreement continue in force indefinitely, even after this Agreement ends.
- .15 **Authority.** Each Party confirms that it has read this Agreement and that the person(s) executing this Agreement on its behalf is (are) authorized to bind that Party.
- .16 **Counterparts.** This Agreement may be executed in counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute this Agreement. Any Party may deliver a counterpart signature page by digital or electronic transmission.
- .17 **Labour Dispute.** In the event of labour disputes, the Contractor shall ensure that Services continue to be provided in accordance with this Agreement.
- .18 **Property.** The Contractor acknowledges and agrees that it is solely responsible for all maintenance, damage, loss or theft of any of its property, vehicles, materials or equipment (the "**Contractor's Property**") and BCIT will not be liable for any loss or damage to the Contractor's Property.





The Parties are signing this Agreement as of the Effective Date:

**Chitkara University**

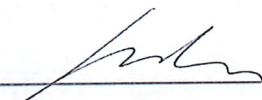
By: 

Date: DECEMBER 11, 2021

Name: Dr. Madhu Chitkara

Title: Pro Chancellor


**British Columbia Institute of Technology**

By: 

Name: Lawrence Gu

Title: Dean, BCIT International

Date: January 18, 2022

By: 

Name: **Dr. Tom Roemer**

Vice President, Academic

Title: British Columbia Institute of Technology

Date: January 21, 2022



## SCHEDULE A

### Commission

#### 1 Commission

- .1 In this Schedule A, the following capitalized words and expressions will have the following meanings unless the context otherwise requires:
  - a) **"ISEP"** means BCIT's International Student Entry Program;
  - b) **"BCIT Program(s)"** means ISEP and BCIT Full Time programs that BCIT in its sole discretion determines from time to time will be offered to international students and specifically excludes any programs or courses which BCIT defines as a study tour, cohort group, special project or Part Time Studies;
  - c) **"Qualified Student"** means an International Recruit who:
    - i. learned of or was introduced to BCIT by the Contractor's sole efforts;
    - ii. has been admitted by BCIT into one of the **BCIT Programs**;
    - iii. has fully paid to BCIT the applicable Tuition, as this term is defined in Section 1.1f) of this Schedule A, and other fees for the **BCIT Program**; and
    - iv. remains a student in the **BCIT Program** until after the refund deadline for the **BCIT Program** has expiredbut specifically excludes an International Recruit who:
    - i. was a student at BCIT prior to that student's admission into the current **BCIT Program**;  
or
    - ii. was introduced to or learned about BCIT through someone other than the Contractor.
  - d) **"ISEP Term"** means a 7 week period of instruction for ISEP;
  - e) **"Program Term"** means a 4 month period of instruction for a **BCIT Program** other than ISEP as follows:
    - i. Winter term – January to April (the **"Winter Program Term"**);
    - ii. Spring term – May to August (the **"Spring Program Term"**); and
    - iii. Fall term – September to December (the **"Fall Program Term"**).
  - f) **"Tuition"** means the fees paid by the Qualified Student to BCIT for the **BCIT Program** but does not include the Qualified Student's registration fee, accommodation fees, and other fees related to extra-curricular programming.
- .2 BCIT will pay the Contractor a commission calculated as follows (**"Commission"**):
  - a) for each Qualified Student enrolled in ISEP, 20% of the Tuition in the Qualified Student's first year in ISEP up to a maximum of 2 ISEP Terms; and
  - b) for each Qualified Student enrolled in a BCIT Program other than ISEP, 15% of the Tuition for the Qualified Student's first 2 Program Terms of the Qualified Student's first year in such **BCIT Program**.



- .3 The Contractor acknowledges and agrees that the only amounts payable by BCIT to the Contractor for the Services is the Commission set out in Section .2.2 of Schedule A and further, no payments or commission will be considered by BCIT or payable to the Contractor for any International Recruit, Qualified Student or other student who is:
- a) taking any **BCIT Program** through distance or on-line learning;
  - b) taking any BCIT Part-Time courses or programs
  - c) in the ISEP Program beyond the first 2 ISEP Terms;
  - d) in a BCIT Program other than ISEP beyond 2 Program Terms; or
  - e) in a study tour, cohort group or special project.
- .4 The Contractor shall submit an invoice to BCIT (the "**Invoice**") as follows:
- a) for Commission sought by the Contractor related to a Qualified Student in ISEP, no later than 30 days after the end of the applicable ISEP Term; or
  - b) for Commission sought by the Contractor related to a Qualified Student in a **BCIT Program** other than ISEP, for a given Program Term, no later than the following dates immediately following the end of the applicable Program Term:
    - i. Winter Program Term – June 30;
    - ii. Spring Program Term – October 31; and
    - iii. Fall Program Term – February 28.
  - c) wherein such Invoice sets out the following particulars:
    - i. name, student number, **BCIT Program**, BCIT Program start date, Program Term and tuition fees of the Qualified Student;
    - ii. Commission sought by the Contractor;
    - iii. applicable Goods and Services Tax;
    - iv. total owing to the Contractor; and
    - v. any other particulars requested by BCIT.
- The Contractor acknowledges and agrees that BCIT is under no obligation to pay the Contractor any Commission wherein the Invoice is not submitted by the deadline set out in this Section or the Contractor fails to provide any of the foregoing particulars.
- .5 The Contractor is solely responsible for all expenses incurred in connection with providing the Services including without limiting, expenses related to space, facilities, equipment, copying of Marketing Materials and other documents, telephone, office supplies, postage, and travel.