

## **RECRUITMENT SERVICES AGREEMENT (RSA)**

### **BETWEEN:**

MANITOBA TOURISM EDUCATION COLLEGE, INC.  
75 Scurfield Boulevard, Unit 3  
Winnipeg, Manitoba R3Y 1P6, Canada  
(Hereinafter referred to as "MTEC")

And

(Hereinafter referred to as the "Agent")

### **PREAMBLE**

#### **Definitions:**

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Agent shall mean a student recruitment agent or agency that has entered into a Recruitment Services Agreement with MTEC to provide recruitment services to MTEC.

Student shall mean a person who is in the process of applying to a post-secondary program of study, who has applied for admission to MTEC, who has received or accepted a formal offer of admission, or with whom an Agent has communicated regarding a prospective application to MTEC whether or not an application for admission is ever submitted by that person.

Recruitment Services shall mean any activities performed by an Agent to promote MTEC, facilitate an application for admission to a post-secondary program of study at MTEC, or to assist or persuade any person to apply for admission to MTEC.

Agreement shall mean a Recruitment Services Agreement between MTEC and an Agent to provide Recruitment Services.

#### **Whereas:**

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MTEC provides pathways to quality post-secondary education in partnership with industry and the communities MTEC serves. MTEC is dedicated to ensuring that graduates can successfully transition to employment. MTEC's mandate is to train individuals for future positions in the hospitality and hotel industry.

MTEC welcomes international students and strives to provide the highest standard of education and quality of student life, recognizing the positive impact to both international and domestic students and to Manitoba's education system. MTEC strives to provide a safe, multicultural, student-centered learning and training environment.

MTEC recognizes its responsibilities to all students, learners and members of its community.

MTEC seeks to secure the services of the Agent to identify and recruit prospective international students for educational programs for MTEC in Winnipeg, Manitoba, Canada.

The Agent represents it has specific expertise in international student recruitment from the areas of [name country / area within country] and wishes to secure the non-exclusive right to identify and recruit suitable prospective students for MTEC.

The Agent represents and warrants that it is:

- Appropriately trained and knowledgeable to provide the services outlined in this Agreement.
- Knowledgeable about the programs and services MTEC offers to international students.
- Generally knowledgeable about the education system in Manitoba and Canada.

The Agent represents and warrants that it has read, understands and will at all times fully comply with all recruiter obligations under ***The International Education Act*** of Manitoba, its regulations, any amendments thereto and/or any statute or regulation supplementing or superseding the statute or regulations, as amended from time to time (“IEA”).

The Agent acknowledges being provided with a copy of the current versions of ***The International Education Act*** of Manitoba and its regulations.

The Agent agrees that this Agreement is based on a mutual understanding that all actions must be student centered.

The parties agree as follows:

## 1. Appointment of Agent

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1.1 Subject to the terms and conditions of this Agreement, MTEC hereby authorizes the Agent to act as a non-exclusive agent / representative to identify and secure prospective students for MTEC’s programs.

1.2 The relationship of the Agent with MTEC is that of an independent contractor and the parties understand and agree that the Agent is not considered an employee of MTEC. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between MTEC and the Agent. The Agent shall have the sole control and discretion as to the management of its business of providing the services hereunder, subject to the restrictions contained herein and the direction and instructions of MTEC as contemplated by this Agreement.

1.3 The Agent acknowledges and agrees that the effective performance of their services requires acting with honesty and integrity and in furtherance of the interests of the Students. The Agent also acknowledges and agrees that it will use ethical behaviour and ethical decision making in the Agent’s relationship with MTEC and with all persons dealt with by the Agent in the course of this Agreement.

1.4 The Agent acknowledges and agrees that it will not engage in conduct that harms the integrity of MTEC or the reputation of Manitoba’s education system.

1.5 The Agent is entitled to provide services elsewhere, provided said services do not interfere with the Agent’s obligations under this Agreement or conflict with the terms of this Agreement.

1.6 The Agent acknowledges and agrees that during the Term of this Agreement, the Agent shall at all times, promote MTEC and under no circumstances shall the Agent divert any Students of MTEC to any other person or entity without the express written authorization of MTEC.

1.7 The Agent shall, during the Term of this Agreement:

- (a) Ensure awareness of, maintain all required memberships, certifications or licenses, adhere to all appropriate regulations and fulfill all local requirements for operation as a recruitment agent or agency as required by each jurisdiction that the Agent operates in. The Agent shall, at all times, maintain good standing with the appropriate regulatory and/or governing bodies and shall immediately notify MTEC of any breach of this provision.
- (b) Acknowledge and agree that, unless it is authorized to do so by legal certificate / licensing, or any other federal and/or provincial legal provision, they will not provide advice or represent a Student in connection with any application (including student visa or immigration application) or proceeding under the ***Immigration and Refugee Protection Act***, its regulations and/or amendments thereto, and/or any statute or regulation supplementing or superseding the statute or regulations, as amended from time to time (“IRPA”).

1.8 The Agent represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of the Agent, enforceable against the Agent in accordance with its terms.

## 2. Covenants of the Agent

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2.1 The Agent shall provide the following services:

- (a) Recruitment and Enrolment:
  - (i) Undertake marketing and promote MTEC in the geographical area as outlined in the Preamble.
  - (ii) Represent MTEC accurately and only provide MTEC approved information and material to Students.
  - (iii) Promote and market MTEC’s programs in a professional manner and make positive and truthful representations of MTEC. The Agent may use MTEC supplied material and links to MTEC’s website(s). When creating original digital or print

materials, the Agent is not authorized to use MTEC's name, branding, logo, photos of MTEC staff, students or facilities or reference to MTEC, its staff, students or its Board, without the prior written approval of MTEC, which approval MTEC can refuse for any reason whatsoever whether reasonable or unreasonable.

- (iv) Offer correct and up-to-date information about MTEC's programs at all times, and, as such, shall keep fully abreast of any changes in College policies, tuition and other fee amounts, and admission requirements.
  - (v) Advise Students that application to MTEC does not require the services of the Agent, that all services of the Agent are optional, and that there is no charge or fee for MTEC- provided services.
  - (vi) Identify and recruit suitable and qualified Students for MTEC's programs.
  - (vii) Inform Students about MTEC's programs and all relevant MTEC program materials, admission policies, English language proficiency requirements, and assist Students in the assessment of their academic background, as relevant to MTEC's admission requirements.
  - (viii) Advise Students about any relevant MTEC program admission requirements for acceptance into and commencement of their requested program(s), such as work experience, criminal record checks, immunization records, etc. as required.
  - (ix) Ensure that all application and registration documents are submitted properly in accordance with MTEC's policies and deadlines, including any supporting documentation, such as original official transcripts, that may be required.
- (b) Post-Admission Information and Resources
- (i) Inform Students that they will be responsible for learning and understanding all MTEC policies applicable to current students.
  - (ii) Provide information to Students, regarding pre-departure and arrival information. The information provided to Students should include but not necessarily be limited to, accommodations, health care insurance requirements, personal safety and security (including during travel), dependent children in the school system (if applicable) and basic consumer protection. This is to include full use and completion of the most up- to-date MTEC Pre-Departure Checklist.

2.2 The Agent shall not provide advice or represent a Student in connection with any application (including student visa or immigration application) or proceeding under the IRPA under this Agreement.

2.3 The Agent is to inform each Student that he or she is required to obtain and retain a valid study permit for the full length of time that the Student is planning on studying at MTEC, as well as any required temporary entry visa so as to enter and re-enter Canada during the study term.

2.4 The Agent shall:

- (a) Be compensated by MTEC on the basis outlined in Article 4 in respect of the services listed in this Agreement.
- (b) Provide MTEC with a statement detailing all fees that may be charged to Students for services of any nature not under this Agreement (“Statement of Fees”). The Statement of Fees is to be provided at the commencement of this Agreement and every time changes are made. All such fees and services are to be optional for any Students and no fees can be charged to any Student for those services outlined in this Agreement. No fee can be charged to any Student for a service provided by MTEC directly to or on behalf of a Student.
- (c) Provide each affected Student a copy of the Statement of Fees prior to any agreement being entered into by the Agent and the Student.
- (d) Advise each Student that the fees and services outlined in the Statement of Fees are optional and not mandatory.
- (e) Duly and diligently perform all the duties assigned to the Agent, and comply with all reasonable directions and requests made by MTEC.
- (f) Interact with all MTEC staff and students (whether or not they are Students for purposes of this Agreement) in a respectful manner in accordance with MTEC policy and local law.
- (g) Ensure that MTEC is provided with the mandated declaration form signed by the Student, acknowledging that the Agent is the sole Agent responsible for their recruitment to MTEC.
- (h) Ensure that MTEC receives, at the time of application, accurate, verifiable, current contact information provided by and belonging to the Student, including their email, phone number and mailing address.
- (i) When receiving or monitoring communications on behalf of the Student, promptly share all communications with the Student, and facilitate and not interfere with MTEC’s direct communication with the Student.
- (j) Be truthful and honest in all dealings with and in respect of MTEC and any Student.
- (k) Demonstrate the highest levels of integrity and ethical behaviour.
- (l) Be familiar with and adhere to all applicable MTEC policies and procedures including those identified in any Agent Manual.

- (m) Be familiar and in compliance with all applicable legislation, regulations, governing body requirements, guides, codes and policies in respect of the services under this Agreement, including but not limited to those under the following:
  - (i) IRPA.
  - (ii) IEA.
  - (iii) *The Freedom of Information and Protection of Privacy Act* (Manitoba) (FIPPA) & *The Personal Health Information Act* (Manitoba) (PHIA).
  - (iv) The Immigration Consultants of Canada Regulatory Council (ICCRC), Regulated Canadian Immigration Consultant (RCIC) and Regulated International Student Immigration Advisors (RISIA).
- (n) Maintain strict and absolute confidentiality of information pertaining to Students and any other individuals associated with College programs. The Agent will not release Student information to any third party (including family members) without the Student's (or MTEC's) formal written consent.
- (o) Only collect as much information about Students as is necessary to meet the Agent's obligations under this Agreement.
- (p) Use the information about Students and any individuals associated with College programs for its intended purpose only.
- (q) Fully inform Students as to reason(s) for the collection and use of their information.

### 3. Covenants of MTEC

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#### 3.1 MTEC shall:

- (a) Place the name of the Agent on the MTEC website. MTEC may also place contact information.
- (b) Provide the Agent with applicable MTEC policies and procedures, information about programs and services offered, and a copy of ***The International Education Act*** of Manitoba and its regulations.
- (c) Provide the Agent with MTEC promotional, informational and application materials in appropriate formats, as reasonably requested by the Agent and agreed to by MTEC, for use of and distribution to Students seeking admission to MTEC.
- (d) Approve in advance all materials developed independently by the Agent and procedures used by the Agent in respect of MTEC, which approval MTEC can

refuse for any reason whatsoever whether reasonable or unreasonable.

- (e) Address Agent communications in a timely manner.
- (f) Notify the Agent of any change in fees, term schedules, policies or procedures.
- (g) Reserve the right to cancel any program intake, change any program policies, fee guidelines, or refund policies of MTEC at any time.
- (h) Pay the Agent a commission according to the terms and conditions in Article 4.

#### 4. Payment of Agent Commission

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4.1 All Students shall pay tuition (and any other such fees) directly to MTEC and shall be subject to MTEC's policies and procedures.

4.2 The Agent shall:

- (a) Not collect any tuition or fees on behalf of MTEC.
- (b) Not invoice MTEC for any other charges except those outlined in this Agreement, and shall not commit MTEC to any expenditures or obligations to third parties.

4.3 MTEC shall provide the Agent with a commission, as outlined herein, for Students recruited by the Agent and enrolled at MTEC. An Agent becomes eligible for commission after the deadline has passed when Students are no longer eligible for any tuition fee refunds, provided all student tuition and fees have been fully paid by the student and received by MTEC.

4.4 The parties agree that the decision as to whether a Student is to be enrolled at MTEC will be solely determined by MTEC and MTEC will have unfettered discretion in respect of said determination.

4.5 The Agent shall submit invoices to MTEC in order to receive the commission. Invoices must be submitted in the timeframe set by MTEC.

4.6 The Base Tuition Fee does not include, and the commission rate will not be calculated on, Student Fees, or any additional supply or ancillary fees.

4.7 MTEC and the Agent agree on the following commission structure for short-term (6, 7 and 8 Week) Programs:

- (a) MTEC will pay the Agent a commission (in Canadian dollars) for Short Term Programs equal to 10% of the Base Tuition Fee for each recruited and enrolled Student.

4.8 MTEC and the Agent agree on the following commission structure for Long Term (10 Month) Programs:

- (a) MTEC will pay the Agent a commission (in Canadian dollars) equal to 15% of the Base Tuition Fee for each Student recruited and enrolled.

## Exceptions / Further Provisions

- (b) MTEC shall not pay commission for Students who continue enrolment with MTEC beyond the scheduled completion date of the program for which the Agent was paid a commission.
- (c) MTEC shall not pay a separate or additional commission for a second or subsequent academic year of a Certificate or Diploma program.
- (d) This commission structure does not apply to Students recruited for customized or short-term programs created or delivered aside from or in addition to standard MTEC program offerings.
- (e) MTEC shall not pay commission for Students who have outstanding tuition fees in any amount.
- (f) MTEC shall not be subject to any Student relocation fees.
- (g) All expenses incurred by the Agent while performing the services shall solely be the responsibility of the Agent.
- (h) The Agent shall pay all withholding tax, income tax, Employment Insurance, Health and Canada Pension Plan levies, worker's compensation, and other similar taxes, fees, charges, or amounts. For greater certainty, as required, the Agent shall report and remit all sales tax (including, but not limited to, GST) collected as a result of the services provided by the Agent. The Agent indemnifies and holds MTEC harmless in connection with any claims, actions, demands, or proceedings arising out of any breach by the Agent of the Agents' obligation contained in this section.
- (i) The fees set forth in Article 4 hereof represent the total compensation for the services as contemplated herein. The Agent shall not receive any other consideration of any kind.
- (j) If the Agent receives compensation for which it is ultimately determined that it is not entitled, said compensation will be immediately repaid to MTEC. MTEC is further authorized to set off any amount owing to it by the Agent (for any reason) against any other compensation payable to the Agent by MTEC.
- (k) In the event of a temporary or permanent closure of MTEC, including due to flood, fire, or any other acts beyond MTEC's control, MTEC shall not be responsible for any lost revenue of the Agent.

## 5. Term and Termination of Agreement

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5.1 The Agreement shall remain valid for 3 years from the later date of execution by the Agent or MTEC (the "Term"), subject to termination in accordance with the provisions hereof.

5.2 This Agreement shall terminate at the end of the Term, without notice.

5.3 The Agent may terminate this Agreement at any time by giving MTEC one (1) months' notice in writing. In the event the Agent fails to provide notice in accordance with this section, the Agent shall be liable to pay MTEC for the loss to MTEC associated with any failure by the Agent to provide notice.

5.4 MTEC shall have the right to terminate this Agreement at any time, for any reason, upon providing the Agent one (1) month notice in writing.

5.5 Notwithstanding any other provision in this Agreement, this Agreement may be terminated at anytime by MTEC without notice in the event that:

- (a) The Agent commits a breach, or is in breach, of any of the terms of this Agreement, regardless if prior notice is given by MTEC of said breach.
- (b) The Agent commits any act of professional misconduct.
- (c) MTEC determines that the agent is failing or has failed to meet the requirements of subsection 9(1) of the ***Code of Practice and Conduct Regulation of The International Education Act*** of Manitoba, which presently state that the Agent must:
  - (i) Act with honesty and integrity.
  - (ii) Act in furtherance of the interests of the Student.
  - (iii) Comply with IEA.
- (d) MTEC becomes aware of any activity or conduct of the Agent that is of such a nature as, in the opinion of MTEC, likely to harm a Student or the goodwill of MTEC.

5.6 This Agreement may be terminated in whole or in part at MTEC's option, without notice, if:

- (a) The Agent files a voluntary petition in bankruptcy or insolvency under any bankruptcy law.
- (b) The Agent consents to an involuntary petition in bankruptcy.
- (c) Any other event similar in nature or legal effect to a bankruptcy or insolvency affecting the Agent.

5.7 The Agent acknowledges and agrees that the termination of the Agreement in accordance with this Agreement will completely satisfy any and all claim(s), suits, actions, complaints or demands in law or at equity that the Agent has or may have arising out of this Agreement or the termination thereof, including but not limited to any claims under or relating to any statute or any common law claims that the Agent may have against MTEC with respect to the termination of this Agreement by MTEC.

5.8 On termination of this Agreement for any reason whatsoever, or upon request of MTEC, the Agent agrees to deliver promptly to MTEC all resources, assessment tools, equipment, files, books, documents (of any kind and in any format), and lists of any nature whatsoever in the possession of the Agent or directly or indirectly under the control of the Agent and not to make or retain any reproductions or copies (in any form) of any such property or other property of MTEC. The Agent agrees to turn over all work in progress to MTEC and will offer all assistance required by MTEC in the transition of the work.

5.9 The termination of this Agreement does not affect any rights of MTEC which may have accrued prior to said termination.

## 6. Additional Covenants

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6.1 **Confidentiality.** The Agent acknowledges and agrees that in the course of performing the services under this Agreement, the Agent will acquire or create confidential information. The Agent acknowledges and agrees that any disclosure of confidential information to any third party would be highly detrimental to the interests of MTEC. The Agent agrees to hold in strict confidence and not disclose or use, for any purpose, any confidential information save and except in connection with the proper discharge of its obligations pursuant to this Agreement or as otherwise required by law.

6.2 **Proprietary Rights.** The Agent acknowledges and agrees that any item created or obtained by the Agent pursuant to or as a result of this Agreement, and includes, without limitation, copyright works, trademarks, trade-names, designs, patents, records, reports, memoranda, and other materials in any way relating to the business or operations of MTEC belong exclusively to the College. The Agent agrees to deliver the said items, plus any copies, extracts, and summaries thereof, promptly to MTEC upon the termination of this Agreement for any reason whatsoever, or upon request by MTEC.

6.3 **Assignment of Rights.** The Agent irrevocably assigns and transfers exclusively to MTEC, any and all rights, titles, and interests in and to, any and all items as referred to in Article 6 hereof.

6.4 The Agent will not subcontract all or any portion of the Recruitment Services outlined in this Agreement without MTEC's express written consent. If MTEC approves a subcontracting, the performance of contractors will be deemed to be performance by the Agent, and the Agent will be responsible for ensuring that all such performance complies with the provisions of this Agreement.

6.5 This Agreement shall not be assigned, whether in whole or in part, by the Agent without the prior written consent of MTEC.

6.6 This Agreement shall be binding upon the executors, administrators, heir, successors and any permitted assignee or assignees, as applicable, of the Agent.

6.7 The Agent acknowledges that MTEC is subject to the Manitoba ***Freedom of Information and Protection of Privacy Act*** and as such, may have to disclose records (as defined in the legislation), including this Agreement and records of payments made pursuant to this Agreement, to a third party upon request.

## 7. Indemnification

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7.1 The Agent shall indemnify and save harmless MTEC, its officers, employees and agents (including other Agents) from and against any and all claims, suits, demands, costs and expenses which MTEC may hereafter sustain, incur, suffer or be required to pay by reason of the willful or negligent acts of the Agent, or any assessment, reassessment or any other act of an official of the federal or provincial governments relating to the Agent or the Agent's misrepresentation of MTEC, or performance or non-performance of its obligations under this Agreement.

7.2 Neither MTEC nor the Agent shall be liable to the other party for failure or delay caused by circumstances beyond the other party's reasonable control.

7.3 This Agreement shall be governed by and constructed in accordance with the laws in force in the Province of Manitoba, Canada. The parties to this Agreement irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of the Province of Manitoba.

## 8. Notices and Payments

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8.1 All notices or other communications including payment of the Agent fee hereunder shall be given in writing, addressed as follows and delivered via delivery, mail or facsimile:

FOR MTEC

To:

Shannon Fontaine, CEO  
MANITOBA TOURISM EDUCATION COLLEGE  
75 Scurfield Boulevard, Unit 3  
Winnipeg, Manitoba R3Y 1P6  
Phone: (204) 957-7437  
Toll Free: (800) 820-6832  
Fax: (204) 956-1700

FOR THE AGENT

To:

8.2 The Agent will promptly notify MTEC of any changes to its address, contact information, name, trading name, operating name and/or corporate status as applicable.

**9. Interpretation**

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9.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations, understandings and undertakings are hereby superseded. Any amendments to this Agreement shall only be in writing and executed on behalf of MTEC and the Agent, by their duly authorized representatives.

9.2 The preamble forms an integral part of this Agreement.

9.3 The use of headings is for convenience only and shall not affect the interpretation or meaning of this Agreement.

9.4 The Agent confirms that it fully understands the terms of this Agreement and that it has been provided sufficient time to obtain independent legal advice in respect of this Agreement.

9.5 Any reference to the term “Agent” in this Agreement includes the Agent as well as its employees, contractors and/or agents as the case may be. As such, the Agent is responsible for the actions of its employees, contractors and/or agents.

9.6 This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one agreement notwithstanding that all parties have not signed the same counterpart. Counterparts to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature

THIS AGREEMENT has been executed on behalf of MTEC and on behalf of the Agent by their duly authorized representatives on the dates noted below.

**FOR MANITOBA TOURISM EDUCATION  
COLLEGE**

**FOR THE AGENT**

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**Per:**

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**Per:**

**Title:**

**Title:**

**Date:**

**Date:**

**I hereby confirm, represent and warrant that I have  
authority to bind the Agent**