



William Academy Recruitment Agreement

This agreement is made on this _____ day of _____, 20_____

Between:

William Academy

Tel: 416-491-6888, 905-372-1000, Fax: 416-491-9898

Email: weng@WilliamAcademy.ca

-And-

Name: _____

(Referred as the **Agent**)

Tel: _____

Fax: _____

Email: _____

WHEREAS

William Academy is interested in recruiting international students to enroll in educational programs

AND WHEREAS

The Agent will provide recruitment and enrolment services of international students for William Academy

1. The Agent Agrees As Follows:

- a. He/she shall recruit prospective students in good faith and according to the terms and conditions of enrolment provided by William Academy.
- b. He/she at his/her own expenses shall advertise, market and promote William Academy using information provided by William Academy.
- c. He/she shall refer to himself/herself as a representative of William Academy solely for the purpose of student recruitment. The Agent does not have the ability to bind William Academy and shall not hold himself/herself as an employee, representative, branch, department, partner or affiliate of William Academy, nor for any other purposes whatsoever.
- d. The Agent hereby indemnifies and saves harmless William Academy from any and all claims, liabilities and costs in connection with the foregoing, which indemnity shall survive the expiration or sooner termination of this Agreement.
- e. He/she shall continue to maintain communications with William Academy after students are accepted so as to provide all student information that may be required by William Academy, and in order to facilitate contact between William Academy and the parents or guardians.

2. William Academy Agrees As Follows:

- a. That it shall provide to the Agent full information on courses, programs, policies and regulations available to international and domestic students.
- b. That it shall manage the students recruited by the Agent and enrolled in William Academy in



good faith, and shall grant credits for the subjects taken and successfully passed by the students.

- c. That it shall, upon acceptance of students, issue an acceptance letter for each student that meets the requirement of Citizenship and Immigration Canada.
- d. That the Agent shall receive a commission for each student referred by the Agent who enrolls at William Academy after paying all pre-paid tuition. Details of the commissions are as follows:

e. Commissions:

- For each new student who has paid a full year's tuition, the agent will receive 25% (25 percent) of the tuition fees.
- The agent shall also receive 15% (15 percent) of the new tuition fees collected by William Academy on returning students referred by the Agent. The 2nd year's commission will be paid to an Agent if and only if the student and William Academy continue to be effectively served by the Agent, and William Academy receives full payment as per international student package of the new academic year.
- The agent will receive 10% (ten percent) of the fees paid by the students for short term program such as:
 - a) Summer/Winter Camps
 - b) Online courses at www.WilliamAcademyOnline.ca
 - c) Less than 6 month courses

-However, for the first 25 students referred to William Academy by the agent, the following commissions' policy applies:

-Since the regular tuition fee is \$16,800, when William Academy opens up a new market for potential students, the usual procedure to attract students is to offer a \$10,000 scholarship. Therefore, the students will pay \$6,800 only in total. William Academy will pay \$3000 of commission to the agent out of the \$6,800 received.

3. Payment Terms and Schedule:

- a. The payment will be made one month after the students have been successfully registered and enrolled.
- b. All the commissions are paid in Canadian Dollars.
- c. The Agent shall submit an invoice to William Academy in order to receive commission.
- d. The Agent shall be responsible for the payment of all taxes and levies on commission.
- e. The Agent shall not be entitled to commission until William Academy has received fees and any deadline date for a refund of all or part of the fees has passed.
- e. The commission is calculated based on tuition only and not other fees such as home stay, medical insurance payments, books, registration fees etc.
- g. The commission shall not be payable in the event that: The student applicant withdraws his/her application or, for any reason, in the sole discretion of William Academy, the application is denied.
- h. William Academy grants a refund of tuition fees to an applicant based the denial of a Study Permit by Citizenship & Immigration Canada or for any other reason in the sole discretion of William Academy.



- i. Any exception to this payment schedule must be negotiated in writing and signed by both parties.
- j. If there is a refund, the Agent commission needs to be refunded by the Agent to student applicant proportionally.

4. Refund Policy:

If Immigration Canada does not approve student authorization for the student, a full refund of tuition fees exclude the registration fee and bank service fee will be given upon William Academy's receipt of the original copy of written proof from immigration of such refusal within 30 days of it being issued. A refund will not be issued if a student authorization visa has been granted. A refund will not be given if the student changes immigration status after paying tuition fees. A refund will not be issued if the student is asked to leave as a result of unacceptable behavior or a failure to adhere to the student code of conduct of William Academy.

5. Conditions:

- a. The existence of this Agreement shall not in any way prevent William Academy from engaging another authorized agent or agents, nor is it precluded from acting as its own authorized agency with any other person, organization or company of its choosing. If such business shall result in students attending William Academy, no commission of any kind shall be paid to the Agent in respect to those students.
- b. This Agreement may be cancelled by either party upon ninety (90) days' notice in writing, or by William Academy, immediately without notice, for cause.
- c. The term of this Agreement shall be **3** calendar year from the date of signing below. This Agreement is subject to review upon expiry, and may be renewed for additional terms.
- d. That the venue of this contract shall, for the purposes of application and legal interpretation, be the Province of Ontario. That in all matters arising out of this contract, it will be bound by and suborns to the legal jurisdiction of the Province of Ontario.
- e. Parties hereto will be released from their obligation under this agreement in the event of national emergency, war, prohibitive government regulation or any other cause beyond the reasonable control of the parties hereto that renders the performance of this Agreement impractical provided that any money then due under this Agreement shall become forthwith due and payable.
- f. The Agent without the prior written consent of William Academy may not assign this Agreement.
- g. That by their signatures hereunder agree that they have read this contract and, notwithstanding that it is written in the English language, agree that they understand all of the terms and conditions as set out herein.

IN WITNESS WHEREOF

of the parties have caused this Agreement to be executed on _____ Day of _____, 20____ by their duly authorized representatives.

William Academy

Agent
