



Pembina Trails  
International Student Program  
*Recruitment Agreement*



A proud member of:



Canadian Association of  
Public Schools - International

Association canadienne des  
écoles publiques - International



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A world of possibilities  
Un monde de possibilités

**RECRUITMENT AGREEMENT BETWEEN PEMBINA  
PEMBINA TRAILS SCHOOL DIVISION  
INTERNATIONAL STUDENT PROGRAM  
AND**

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**NAME OF Agency/Agent**

This letter of agreement is entered into by the parties as an arrangement for the recruitment of students. This agreement covers individual students in regular programming.

**A. IN PARTICULAR, IT IS AGREED THAT \_\_\_\_\_ (HEREINAFTER)**

**REFERRED TO AS "THE Agent" SHALL:**

- A.1. At its own expense advertise market and promote Pembina Trails School Division's International Student Program using information provided by the Pembina Trails School Division.
- A.2. Actively recruit individual students for referral to Pembina Trails School Division. Pembina Trails School Division maintains the right, in its sole discretion, to determine admissibility of students.
- A.3. Maintain communication with Pembina Trails School Division at all times and in particular provide information on students, their arrival dates and times and other such needed information as may be required by the School Division from time to time. The Agent's obligation to maintain communication shall continue throughout the student's stay in Pembina Trails in order to facilitate contact between the Pembina Trails School Division and the natural parents.
- A.4. Refer to itself as a representative of the Pembina Trails School Division solely for the purpose of student recruitment. The Agent shall not hold itself out for any other purposes as an employee, branch, department, partner or affiliate of the Pembina Trails School Division.
- A.5. Assume full responsibility and liability for the actions of any subagents or any other individuals(s) who act on behalf of the Agency identified above.

**B. IN PARTICULAR, IT IS AGREED THAT PEMBINA TRAILS SCHOOL DIVISION INTERNATIONAL STUDENT PROGRAM SHALL:**

- B.1. Provide to the Agent full information on courses, programs, policies, and regulations available and pursuant to foreign students.
- B.2. Pay to the Agent in Canadian dollars, 15% of the first two (2) semesters' tuition fees paid to the Pembina Trails School Division by students officially recruited by the Agent. The commission may be deducted by the Agent from the final payment made to the Pembina Trails School Division or the Agent may invoice the Pembina Trails School Division for the commission. The commission is calculated based on school fees only and not other fees such as homestay or medical insurance payments. Any exception to this payment schedule must be indicated in writing and signed by both parties. Commissions will only be paid for students recruited after the date indicated to the right of the Superintendent's (or Designate) signature on page 2 of this agreement and prior to June 30 of the first academic year that the student attended a school in Pembina Trails School Division.
- B.3. Pay to the Agent the commission on a student's first semester fees only in cases where a student does not register for a second semester.
- B.4. Provide the Agent with the following link to the Province of Manitoba's International Education Act <https://web2.gov.mb.ca/bills/40-2/b044e.pdf>.

**C. IT IS EXPRESSLY AGREED THAT COMMISSIONS SHALL NOT BE PAYABLE IN THE EVENT THAT:**

- C.1. The applicant student withdraws his/her application or for any reason, in the sole discretion of the Pembina Trails School Division, the Pembina Trails School Division declines acceptance of an application.
- C.2. The Pembina Trails School Division grants a full refund of tuition fees to an applicant student based on the denial of a Study Permit by Immigration, Refugees and Citizenship Canada, or the student acquiring Permanent Resident status or Refugee Status, or the student's parents/legal guardians acquiring a Study or Work Permit, or the student's local guardian acquiring legal guardian status, or for any other reason in the sole discretion of the Pembina Trails School Division.

**RECRUITMENT AGREEMENT**

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**D. IT IS FURTHER EXPRESSLY AGREED BY BOTH PARTIES THAT:**

- D.1. The existence of this agreement shall not prevent the Pembina Trails School Division from engaging in other forms of business of an appropriate nature, as may be possible from time to time.
- D.2. The existence of this agreement shall not in any way prevent the Pembina Trails School Division from engaging in business with any other person, organization or company of its choosing; and if such business shall result in students attending Pembina Trails Schools, no commission of any kind shall be paid by Pembina Trails School Division to the Agent in respect to those students.
- D.3. The Agent shall notify the Pembina Trails School Division, and each prospective international student recruited by the Agent of any additional commissions or payments paid by third parties arising out of the Agent's activities pursuant to this contract.
- D.4. This agreement may be cancelled:
  - a. by either party within three months' notice in writing; or
  - b. by the Pembina Trails School Division if it is reasonably satisfied that the Agent is failing or has failed to
    - (i) act with honesty and integrity;
    - (ii) act in furtherance of the interests of the prospective international student recruited by them; or
    - (iii) comply with the Province of Manitoba International Education Act; or
  - c. by the Pembina Trails School Division; without notice for cause.

**E. CHOICE OF LAW AND FORUM**

The parties acknowledge that this agreement is to be construed according to the laws of the Province of Manitoba and the parties expressly select the Court of Queen's Bench in the Province of Manitoba as the forum for the determination of any referrals or disputes arising out of the interpretation of this agreement.

**F. FORCE MAJEURE**

Parties hereto will be released from their obligations under this agreement in the event of national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money then due under this agreement shall become forthwith due and payable.

FOR THE Agent REPRESENTATIVE  
(PLEASE PRINT)

<hr/> <b>Full Name of Agency</b>	<hr/> <b>Street Address</b>
<hr/> <b>City, Region Country Postal Code</b>	<hr/> <b>Telephone# Fax#</b>
<hr/> <b>Email</b>	<hr/> <b>Contact Person Position</b>
<hr/> <b>Registered Business # (for Canadian Businesses only)</b>	<hr/> <b>ICCRC Membership Number # (for Canadian Businesses only)</b>
<hr/> <b>Signature</b>	<hr/> <b>Date</b>

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FOR PEMBINA TRAILS SCHOOL DIVISION  
INTERNATIONAL STUDENT PROGRAM  
181 Henlow Bay  
Winnipeg, Manitoba  
Canada R3Y 1M7  
Telephone: (204) 488-1767 (ext 1246)

<hr/> <b>Director</b>	<hr/> <b>Date Signed</b>
<hr/> <b>Superintendent, or Designate</b>	<hr/> <b>Date Signed</b>

## Agent Profile

Thank you for your interest in representing Pembina Trails School Division in Winnipeg, Canada. We ask that you please complete this form and return it to the Director of our International Student Program at [isp@pembinatrails.ca](mailto:isp@pembinatrails.ca).

### CONTACT INFORMATION

NAME OF AGENCY	CONTACT NAME AND TITLE	
ADDRESS	CITY/TOWN	STATE/PROVINCE
COUNTRY	POSTAL/ZIP CODE	PHONE NUMBER OFFICE:                      CELL:
FAX NUMBER	E-MAIL ADDRESS	WEBSITE

### AGENCY INFORMATION (Please choose where appropriate)

Year Established:	Number of Staff:	Number of offices:
With what countries do you currently work?		
What type(s) of institution do you represent (Please check all that apply)  <input type="checkbox"/> public K-12 <input type="checkbox"/> private K-12 <input type="checkbox"/> public/post-secondary <input type="checkbox"/> private-post secondary  <input type="checkbox"/> language schools <input type="checkbox"/> other - please identify _____		
Are you currently working with any other School Boards in Canada? <input type="checkbox"/> YES <input type="checkbox"/> NO  <div style="text-align: right;">in Manitoba?    <input type="checkbox"/> YES    <input type="checkbox"/> NO</div> If yes, please identify and provide contact information for each school board:  <u>Contact #1</u>  School Board Name: Contact Person: Contact Person's Email: Contact Person's Phone Number:		

Contact #2

School Board Name:  
 Contact Person:  
 Contact Person's Email:  
 Contact Person's Phone Number:

Contact #3

School Board Name:  
 Contact Person:  
 Contact Person's Email:  
 Contact Person's Phone Number:

On average, how many students do you send overseas each year?      Number of students:

How many of these study in Canada, if any?      Number of students:

What types of programs are your students interested in? What are the main areas of demand?

What factors do your students look for when deciding where to study?

How do you promote your services, and the institutions you represent, to potential students? (please check all that apply)

- Newspaper       Television       Internet       Other - (please identify)
- Study Around Guides       Company Brochures       Radio      \_\_\_\_\_
- Exhibition/Fairs       Posters/Signs       Social Media

What types of services do you provide to the students you serve? (Please check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Travel and Medical Insurance                          | <input type="checkbox"/> Airline Ticketing          |
| <input type="checkbox"/> Information and counseling for Parents and Students   | <input type="checkbox"/> Pre-departure Orientation  |
| <input type="checkbox"/> Canadian Study Permit and Visa Application assistance | <input type="checkbox"/> TOEFL Preparation Seminars |
| <input type="checkbox"/> School document translation(e.g. report cards)        | <input type="checkbox"/> Other – please identify    |
| <input type="checkbox"/> Ongoing support services for students in Canada       | _____   |

In what way do you see Pembina Trails School Division working with you?

#### Agencies outside of Canada

Please note that for Agencies outside of Canada, Pembina Trails School Division strongly encourages representatives to take the Canada Course for Education Agents (CCEA)<sup>1</sup> created by Global Affairs Canada (GAC) which is offered in collaboration with the Canadian Consortium for International Education (CCIE) and International Consultants for Education Fairs ((ICEF)<sup>2</sup>

1. The Canada Course supports professional development for agents specializing in Canada as a study destination. Further information is available at: <http://international.gc.ca/education/course-cours/index.aspx?lang=eng>.
2. Further information is available at: <https://www.icef.com/agent-training/canada-course.html>.

#### Agencies within Canada

Please note that according to federal legislation (Section 91 of the Immigration and Refugee Protection Act IRPA), agencies within Canada must be authorized by the Government of Canada before legally being able to offer immigration services for a fee, or other consideration, at any stage of an application or proceeding. Authorized individuals include registered Immigration Consultants of Canada Regulatory Council (ICCRC), and lawyers in good standing. Regulated International Student Immigration Advisors (RISIA) may also advise international students within the scope of their practice.

Does your agency offer immigration services for a fee, or other consideration at any stage of an application or proceeding (place Initial by either yes or no)

\_\_\_\_\_ (initial)      \_\_\_\_\_ (initial)  
 Yes                      No

If yes to above, please provide the name of the individual authorized by the government of Canada and their ICCRC Membership Number

\_\_\_\_\_

Name of Authorized Individual

\_\_\_\_\_

ICCRC Membership Number

If no to above, please state the services that you do provide to prospective international students and/or their families.

#### REFERENCES

Please provide the names and contact information of three Canadian Institute that you currently represent (if available):

##### REFERENCE 1

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

##### REFERENCE 2

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

##### REFERENCE 3

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

I \_\_\_\_\_ (Agent) give my consent to the Pembina Trails School Division to inquire about my character and suitability as a potential Agent. I hereby release Pembina Trails School Division, affiliated employees and any person or institution that provides Pembina Trails School Division with any lawful information about me or my organization from any and all liability whatsoever resulting from any such inquiry or communication.

I have read and understand the content of this document and I acknowledge that the information provided is accurate and truthful.

Agent name: \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print)

Agent Representative's signature \_\_\_\_\_