**RECRUITMENT REPRESENTATIVE AGREEMENT**

**THIS AGREEMENT** dated {Click here to enter a date}.

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA**,

(hereinafter referred to as the "University"),

- and –

{Click here to enter "Recruitment Representative"}

hereinafter referred to as the “Recruitment Representative”).

**WHEREAS:**

1. Both the Recruitment Representative and the University recognize the trend towards international education;
2. The Recruitment Representative has represented to the University that it has the expertise to recruit individuals in {Click here to insert country/ region name} (the “Territory”); and
3. The University wishes to contract with the Recruitment Representative for the provision of certain services relating to the recruitment of individuals in the Territory, which services are further described in Schedule “A” hereto (the “Services”). For further clarity, the Agreement shall apply only to the recruitment of students in the Territory for non-degree and/or certificate programs offered by the University through Extended Education’s English Language Studies and International Programs Area and degree courses offered by the University through Extended Education’s General Studies Program Area (“Extended Education”). This Agreement shall not include programs offered through Student Affairs and the English Language Centre.

**NOW THEREFORE** in consideration of the mutual terms and covenants herein provided the parties hereto agree as follows:

**Services**

1. The Recruitment Representative shall provide the Services as a non-exclusive Recruitment Representative in the Territory on the terms and conditions set out in this Agreement.
2. In providing the Services, the Recruitment Representative shall comply with all reasonable directions and requests of the University.

**Term**

1. This Agreement shall come into effect on {Click here to enter a commencing date} and terminate on {Click here to enter a termination date}.

**Payment**

1. The University shall pay the Recruitment Representative for the Services provided to the reasonable satisfaction of the University, according to the terms and conditions set out in Schedule “B” attached hereto (Schedule “B”).
2. The Recruitment Representative shall provide satisfactory invoices and original supporting documentation to the University as set out in Schedule “B”.
3. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

**Expenses**

1. The Recruitment Representative is solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including, without limitation, expenses relating to space, facilities, equipment, materials, telephone, office supplies, document copying, facsimile transmission and postage).

**Reporting**

1. Any reports and other documents to be prepared by the Recruitment Representative pursuant to Schedule “A” shall be submitted to the University in writing, unless otherwise specified in Schedule “A”, and shall be in form and content satisfactory to the University.
2. All publications, promotional and otherwise, and all materials naming or referring to the University which the Recruitment Representative uses shall be submitted to the University for review and consent prior to public release.

**Termination**

1. This Agreement may be terminated as follows:
   1. By the University where:
      1. in the reasonable opinion of the University, the Services provided by the Recruitment Representative are unsatisfactory, inadequate or are improperly provided;
      2. in the reasonable opinion of the University, the Recruitment Representative has failed to comply with any substantive term or condition of this Agreement;
      3. the Recruitment Representative is dissolved or becomes bankrupt or insolvent; or,
      4. the Services are provided in connection with a project for which the University has been awarded funding from an external source or for which the University receives payment for the provision of services to a third party, and that project, or related contract, has been terminated, the funding or payment reduced;

provided that where the University terminates this Agreement under subsection (i), (ii) or (iv) the University shall endeavour to give thirty (30) days written notice to the Recruitment Representative and the Agreement will terminate immediately on the 30th day after the date on which the notice is given by the University.

* 1. By mutual agreement of the parties, expressed in writing, provided that such agreement shall require the parties to allow for thirty (30) days’ notice to the other of termination.

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

**Confidentiality**

1. The Recruitment Representative agrees that any information, data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other materials or products disclosed to the Recruitment Representative by the University or otherwise produced or developed by the Recruitment Representative in providing the Services (the “Materials”) will not be:
   1. published or disclosed to any third party except to:
      1. those of the Recruitment Representative’s officers and employees who are directly concerned with the use, development or application of the Materials in the provision of the Services subject to section 14; and,
      2. third parties to the extent necessary to provide the Services; nor
   2. used, sold or otherwise disposed of for value by the Recruitment Representative other than in the provision of the Services under this Agreement.
2. The Recruitment Representative shall:
   1. comply with any rules or directions made or given by the University with respect to safeguarding or ensuring the confidentiality of the Materials;
   2. advise the Recruitment Representative’s officers and employees to whom the Recruitment Representative may disclose the Materials of the confidentiality and ownership provisions of this Agreement; and,
   3. do that which is necessary and reasonable to prevent unauthorized disclosure, use or sale (or other disposition for value) of the Materials.
3. Any additional obligations respecting confidentiality and any obligations respecting non-competition must be noted by the University on Schedule “A”.

**Privacy**

1. The Recruitment Representative is aware and acknowledges that the University is a public body under *The Freedom of Information and Protection of Privacy Act* (Manitoba, Canada) (“FIPPA”) and that records and information that are in the care and custody of the University and are subject to the provisions of FIPPA.
2. The Recruitment Representative agrees to comply with the provisions of FIPPA with respect to the collection, use and disclosure of records and information obtained by the Recruitment Representative in connection with this Agreement.
3. Upon completion of the Services, the Recruitment Representative shall confidentially destroy, or return the records and information to the University, at the University’s option.

**Ownership of Intellectual Property**

1. Any Materials provided by the University to the Recruitment Representative for use in the provision of the Services shall remain the property of the University and shall be returned without cost to the University upon request. The University is solely responsible for ensuring it obtains copyright permission from any third party which holds copyright to any portion of such materials.
2. Subject to section 20, any Materials produced or developed by the Recruitment Representative and any of the Recruitment Representative’s officers, employees, or agents in the provision of the Services, and all copyright and other intellectual property rights therein shall be hereby exclusively assigned to the University by the Recruitment Representative and shall be delivered without cost to the University in accordance with Schedule “A” or upon request. The Recruitment Representative further:
   1. waives any moral rights the Recruitment Representative may have in connection with such Materials, and expressly disclaims any royalty rights in connection with the use, distribution or sale by the University of such Materials; and,
   2. warrants the fitness for use of such Materials as contemplated under this Agreement.
3. If the Materials produced or developed by the Recruitment Representative and any of the Recruitment Representative’s officers, employees or agents in the provision of the Services include:
   1. the development of computer programs, the Recruitment Representative must deliver to the University the related object and source codes in accordance with Schedule “A” or immediately upon termination of this Agreement, whichever is earlier; or
   2. copies of work(s) to which a third party holds copyright, the Recruitment Representative must identify and provide appropriate credit to the author(s) and obtain copyright permission for inclusion of the work(s) in such Materials.
4. Any exceptions to sections 18 or 19 must be noted in Schedule “A”.

**Subcontracting**

1. Should the Recruitment Representative sub-contract any portion of the Services, it shall firstly obtain the University’s consent to such sub-contracting relationship as well as to the content of the sub-contracting agreement.

**Notices**

1. Any notice or other communication required to be given under this Agreement shall be given in writing and delivered by hand, courier (prepaid), registered mail (prepaid) or by facsimile transmission, to the following addresses:

If to the University:

The University of Manitoba

Extended Education

166 Extended Education Complex

Winnipeg, Manitoba

R3T 2N2

Attention: Dean, Extended Education

If to the Recruitment Representative:

{Click here to enter "Recruitment Representative"}

1. The failure of either party to give notice to the other of the breach or non-fulfillment of any provision of this Agreement shall not constitute acceptance of the said breach or non-fulfillment or any future breach or non-fulfillment.

**Nature of Relationship**

1. It is understood that this Agreement does not constitute an employment agreement and that the status of the Recruitment Representative and the Recruitment Representative’s officers, employees and agents is that of an independent contractor and not that of an employee or agent of the University. The Recruitment Representative shall not commit the University to any expenditures or obligations to third parties.

**Insurance**

1. The Recruitment Representative:
   1. acknowledges that the Recruitment Representative is solely responsible for ensuring that the Recruitment Representative has appropriate disability, malpractice and comprehensive general liability insurance coverage; and,
   2. releases the University from any obligation or responsibility to provide such coverage.

**Indemnity**

1. The Recruitment Representative indemnifies and saves harmless the University, its officers, employees and agents against any and all liability, loss, damage, cost or expense which the University may hereafter sustain, incur, suffer or be required to pay by reason of:
   1. the wilful or negligent act or omission of the Recruitment Representative;
   2. any assessment, re-assessment or any other act of an official of the federal, provincial and/or territorial governments relating to the Recruitment Representative; and
   3. the Recruitment Representative’s failure to secure the appropriate or any insurance coverage as specified under this Agreement.

**Warranties**

1. The Recruitment Representative warrants that:
   1. the Recruitment Representative has the necessary authority and capacity to enter into this Agreement;
   2. the Recruitment Representative has no conflict of interest in providing the Services, and that the University will not be thereby compromised nor suffer loss;
   3. it is the Recruitment Representative’s own responsibility to declare to Revenue Canada payments received from the University under this Agreement based on the Recruitment Representative’s invoices and the University’s general cheques;

**Conflict of Interest**

1. The Recruitment Representative represents that:
   1. the Recruitment Representative has no conflict of interest in providing the Services, or has disclosed a conflict of interest and presented a management plan satisfactory to the University and that the University will not be thereby compromised nor suffer loss;
   2. in the event that the Recruitment Representative, or any of the Recruitment Representative’s principals and employees providing the Services, is otherwise an employee of the University:
      1. the obligations hereunder shall not be undertaken on the University’s time or using the University’s resources or facilities;
      2. the Recruitment Representative, and any of the Recruitment Representative’s principals and employees providing the Services, will act in compliance with the University’s *Conflict of Interest* policy and procedures; and
      3. the Recruitment Representative will indemnify and save harmless the University from any financial consequences should it or any of its principals or employees be deemed an employee of the University in providing the Services;
   3. it is the Recruitment Representative’s own responsibility to obtain independent legal and tax advice confirming the Recruitment Representative’s status as being an independent contractor at law and not an employee of the University; and,
   4. the Recruitment Representative shall transfer, without altering, all documentation provided to the Recruitment Representative by students in support of applications to the University. The Recruitment Representative shall use all reasonable efforts to determine that the said documentation is true and accurate prior to transferring same to the University.

**University`s Rights**

1. The University reserves the right to cancel or change any programs, program policies or fee guidelines, and to alter any promotional, informational or application materials, without notice to the Recruitment Representative. The University further reserves the right to make the final determination as to the admission of any student recruited by the Recruitment Representative.

**Legal and Professional Advice**

1. The Recruitment Representative hereby acknowledges and confirms that the Recruitment Representative has been given an opportunity to obtain independent legal and other professional advice in connection with this Agreement.
2. The Recruitment Representative hereby confirms that the Recruitment Representative fully appreciates and understands the terms of this Agreement.

**Governing Law and Jurisdiction**

1. This Agreement shall be construed in accordance with the laws of the Province of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents. Any action taken relating to this Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre).

**Assignment**

1. This Agreement or any of the rights or obligations thereunder shall not be assigned in whole or in part by the Recruitment Representative without the prior written consent of the University.

**Successors and Assigns**

1. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assignees of the Recruitment Representative.

**Survival**

1. Sections 12, 13, 14, 16, 17, 18, 19, 20, 21, 27, 33 and 36 survive termination or expiration of this Agreement.

**Conditions Precedent**

1. Any conditions precedent to this Agreement must be noted by the University in Schedule “A”.

**Interpretation**

1. The preamble forms an integral part of this Agreement.
2. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
3. Schedules “A” and “B” form part of this Agreement. To the extent that there is a conflict between the contents of these Articles and the contents of Schedules “A” or “B”, the contents of these Articles shall govern. Nothing prevents additional obligations, terms or conditions respecting the Recruitment Representative’s provision of the Services being incorporated in the attached Schedules.
4. The parties consent to this Agreement being prepared in the English language, and understand that the English version shall be authoritative.

**Entire Agreement**

1. This Agreement and the attached Schedules contain the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

**Severability**

1. If any of the provisions of this Agreement is found by a court of competent jurisdiction to be null or void, the remainder of this Agreement shall continue in full force and effect; provided that, the substantive intent of this Agreement is not thereby compromised.

**Executions**

1. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by facsimile transmission.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties as of the date first above written.

**Recruitment Representative THE UNIVERSITY OF MANITOBA**

Per: Per:

Name: {Enter in Name} Name: {Enter in Name}

Title: {Enter in Title} Title: Director of English Language Studies and International Programs

**SCHEDULE “A”**

**SERVICES**

1. **Responsibilities of the Recruitment Representative**

The Recruitment Representative shall:

* 1. organize all publicity activities relating to the recruitment of students for non-degree and/or certificate programs and for degree courses offered through General Studies, including advertising, seminars, public notices and prospectuses to be handed out to potential students (the "promotional activities"). The Recruitment Representative shall be solely responsible for all costs relating to the promotional activities. Should the University wish to advance any funds in support of the promotional activities, the Recruitment Representative shall ensure, and provide evidence of the fact, that the funds have been used, or will be used, for the promotional activities;
  2. ensure that all promotional activities are in the best interests of the University and that they accurately reflect the University's policies and practices and obtain the University’s consent to the content of any materials and/or promotional activities prior to dissemination or presentation in any form;
  3. meet with students to ensure that all students recruited to the University meet the admission requirements, as set out by each program. These requirements shall be provided to the Recruitment Representative by the University;
  4. explain that final admission decisions are made by the University. The Recruitment Representative shall not represent that it has decision-making authorization in this respect;
  5. ensure that all students recruited to the University meet the visa requirements of the Canadian Embassy in the Territory;
  6. oversee the collection and remittance of all original application materials, registration and tuition fees to the University for each student recruited to the University prior to any deadlines for submission of such applications and fees to the University, provided that all of the foregoing documentation shall be provided either in English or, where the documentation is not available in English, in official and certified translated form. The Recruitment Representative shall advise students of the refund schedule for each program;
  7. ensure that all applications for visa requirements (or “study permits”) of students admitted to the University are made to the Canadian Embassy in, or for, the territories;
  8. ensure that all students who are granted visas to Canada have been properly admitted to programs offered through Extended Education and are aware of the departure information for traveling purposes;
  9. represent itself as a contractor to the University for the purpose of recruiting students as described herein, but not as an agent, employee, branch or office of the University; and,
  10. report to the University, on an annual basis, as to the promotional activities of the Recruitment Representative and its success in recruiting students to the University;
  11. report to the University from time to time, at the University’s request, on relevant marketing and student recruitment intelligence;

2. **Responsibilities of the University**

The University shall:

1. offer admission to programs offered through Extended Education to eligible students recruited by the Recruitment Representative;
2. provide the Recruitment Representative with all necessary policies, calendars, registration guides, health requirements for students and other information that the Recruitment Representative may reasonably require to provide the Services. In addition, and where available, the University shall provide the Recruitment Representative with posters, photographs and video materials pertaining to the activities of the University. Where possible, as determined by the University, the University may also participate in seminars and public notices held by the Recruitment Representative as part of the promotional activities;
3. assist the Recruitment Representative in obtaining visas for students from the Canadian Embassy in the Territory by providing the students letters of acceptance;
4. admit eligible students recruited by the Recruitment Representative who satisfy all of the requisite requirements of the University, as reasonably determined by the University;
5. arrange for students to have access to a wide range of supports and services designed to help them succeed in their studies. Orientation information and programs are available for all new students. Students may choose from a variety of housing options including on-campus residences, homestay, and off-campus alternatives. Student advisors within Extended Education provide academic advising regarding such matters as course selection and certificate requirements. Students also have access to a variety of socio-cultural activities offered by Extended Education throughout the year to asset with integration into campus and community life;
6. advise, where requested, the Recruitment Representative of the students' progress in their respective programs subject to the students’ consent to the release of such information.

**SCHEDULE “B”**

**PAYMENTS**

1. The University shall pay the Recruitment Representative for Services in accordance with the following:
   * 1. for non-degree and/or certificate and/or degree courses through General Studies, {Enter in percentage} percent of the total tuition fees, in accordance with section 3 below, for the full length of the student’s program, remitted to the University by the Recruitment Representative in accordance with the terms of this Agreement. The University shall make the foregoing payment after the zero refund date (as same may be set out by the University from time to time) for the respective program. Tuition fees shall not include the one-time registration fee, accommodation fees and other fees related to extra-curricular programming.
2. The University shall make the foregoing payment in accordance with section 5 below. In any case, payment to the Recruitment Representative shall be for the program that the student is initially registered for. Program extensions and enrollment in programs subsequent to the initial registration shall not be included.
3. In order to facilitate payment, the Recruitment Representative shall submit an invoice and a list of students to the University in accordance with section 1 above, including:
4. an invoice which includes the following information:
   1. Agency name and contact information;
   2. A statement that they are invoicing The University of Manitoba, Intensive English Program;
   3. Total being claimed in Canadian dollars;
   4. Banking information to complete the transfer of funds
5. name of the student;
6. student number and birth date;
7. program start and end date;
8. name of program and program length as per initial registration
9. It is important to note that payments will only be made for students whose files include a signed Release form, in the form provided by the University.
10. Notwithstanding, the foregoing, the University shall only make payments for services satisfactorily provided, in the University’s discretion, reasonably exercised and ONLY for invoices that have been remitted within the University’s current or subsequent fiscal year (April 1 to March 31) in which entitlement occurred.