

Agency/Agent International Recruiting Agreement 2020-2021 SCHOOL YEAR

The EMSB authorizes the approved agency/agent to recruit international students, hereinafter referred to as the “Students” for the EMSB, and their parent(s) or legal guardian(s) hereinafter referred to as the “Clients.”

After each point, you must initial →

1. **The agency/agent is responsible for and agrees:**
- 1.1 To promote and recruit a maximum of 50 potential Students who are able to socially and academically follow an enriched bilingual program of study in secondary schools (Grade 7-11) of the EMSB.
- 1.2 To certify that ‘they’ (agency/agent and members of their family) are not present employees of the EMSB and/or have no conflict of interest.
- 1.3 To provide a current official photograph (i.e. passport, driver’s license) of themselves.
- 1.4 To ensure that all registrations and admissions **MUST** go directly to the EMSB International Department and **NOT** to contact or to go to the school directly.
- 1.5 To provide the Clients:
 - A. Information on the EMSB secondary programs
 - B. Information and documentation on the registration and admission requirements
- 1.6 To assist the Client in the preparation of the application form and explain the complete process to obtain all the required documents.
- 1.7 To provide the EMSB with all the information and documents required to register the student including the CAQ (Certificat d’acceptation du Québec) and a certified true copy of the birth certificate, including the name of both parents translated in French or English.
- 1.8 In order to apply for the Certificate of Eligibility the agent is required under oath to solemnly declare that neither the family nor the student have received or applied for “Refugee Status” or “Certificat de Sélection du Québec (CSQ)”.
- 1.9 To remit the **full-school tuition fee** set by the EMSB **by May 1st**. All fees must be paid by money order, certified cheque, credit card (MasterCard or Visa) or wire transfer by May 1st to the EMSB. **Cash payments are not accepted.**
Fees subject to change without prior notice

- 1.10 To ensure that the Client arrives in Montreal **by August 15th** and attends the **mandatory Orientation Session.**
- 1.11 To ensure that the student has completed the online language acquisition program (Level 1, 2 and 3 or Level 3, 4 and 5) prior to arriving in Montreal by August 15th.
- 1.12 To submit an invoice to the EMSB including name of the student, school, tuition paid, and commission due **by mid-May at the latest** (*Late invoices **will not** be processed*). Your invoice must include company name, NEQ (Quebec Enterprise Number)/Business Number, and your GST and PST numbers. *The agency's/agent's name had to be included on the original submitted application in order to receive commission.*
- 1.13 To provide the EMSB with a current police background check of all the homestay families, including everyone 18 and over living in the home, **in order to process the application.**
- 1.14 To ensure that students have their own private room and reside with their legal guardian in the same apartment or home.
- 1.15 To ensure that students are **NOT** placed in a dormitory (building) with multiple students under the supervision of a manager.

2. The EMSB is responsible for and agrees:

- 2.1 To approve the agency/agent authorized to recruit international students for the EMSB.
- 2.2 To provide the agency/agent with promotional material concerning the EMSB and its programs.
- 2.3 To recommend and choose an appropriate school taking into consideration the student's interests, language abilities and space availability.
- 2.4 To provide the Letter of Acceptance (LOA) to the agency/agent to apply for the CAQ (Certificat d'acceptation du Québec) and the Study Visa (Immigration Canada).
- 2.5 To start the registration process once the CAQ has been issued.
- 2.6 To pay the agency/agent their commission fee by mid-July.
- 2.7 To provide annually an updated Fee Structure and Renewal Agreement identifying any new terms, fees or conditions.

3. Both the EMSB and Agency/Agent are responsible for and agree:

- 3.1 The agency/agent is independent and is associated with the EMSB for the purpose of recruitment of Students only. **The agency/agent is not to imply or represent that he/she is a branch or employee of the EMSB, nor include the EMSB logo on their own promotional material.**
- 3.2 This Agreement is not transferable by the agency/agent to a third party.
- 3.3 This Agreement is non-exclusive and the EMSB reserves the right to engage other recruitment services.
- 3.4 The EMSB and the agency/agent agree that either party may cancel this agreement upon sixty (60) days notice in writing to the other, without cause. The parties agree that such cancellation will not affect students enrolled at the EMSB, or the commission due that year.
- 3.5 The present Agreement is to be renewed yearly.
- 3.6 Each party will treat and keep confidential any information concerning the Students and Clients unless required by law.
- 3.7 The present Agreement shall be governed and interpreted in accordance with the laws of Quebec.
- 3.8 The parties acknowledge that they have required and consented that this Agreement be prepared in English. Les parties reconnaissent avoir exigé que la présente convention soit rédigée en anglais.
- 3.9 The agency/agent shall indemnify and save harmless the EMSB, its successors, officers and employees, from and against any and all losses, costs, liabilities, damages and expenses resulting from any breach of any representation or fault made by the agency/agent under this Agreement.

IN WITNESS THEREOF, the parties have signed in _____,

this day of _____ and _____ year.

FOR THE RECRUITING AGENCY/AGENT

FOR THE EMSB

Agency/Agent Name

Director General