



The Sacred Heart School of Montreal

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CONTRACTOR AGREEMENT

BETWEEN

THE SACRED HEART SCHOOL OF MONTREAL (SHSM)

AND

COMPANY NAME _____

ADDRESS _____

CONTACT INFO _____
(email / tel #)

Agree to the following:

WHEREAS SHSM operates an all-girls educational institution in Montreal, Canada, providing English language academic high school level instruction (grades 7-12) and additional services such as accommodation placement service approved by SHSM;

WHEREAS the Contractor is hereby authorized to act as an enrolment representative for SHSM and in that capacity will locate, inform, process and enroll qualified international students. To this effect, the Contractor will organize seminars, interview prospective students, administer testing as required, receive complete applications from qualified students, and submit them as soon as possible during the recruitment season. All tuition and service fees will be paid directly to SHSM by the family and not the Contractor.

WHEREAS both parties to this Contractor Agreement remain free to associate with other persons;

WHEREAS this Contractor Agreement sets out the terms and conditions of the agreement of the Contractor to (i) assist SHSM to recruit students; and (ii) abide by the other provisions set forth herein;

Appointment

1. SHSM appoints the Contractor as an independent contractor to provide services in _____ as detailed in this Contractor Agreement for the recruitment of students for SHSM.

Duration

2. This Contractor Agreement is for a period of three (3) years and begins on the date of signing of this document. Upon the conclusion of the three year period, the contract will be up for renegotiation.

The Contractor agrees to:

1. actively promote SHSM by using local knowledge and promotional material which is provided exclusively and without amendments by SHSM;
2. recruit female high school students residing outside of the province of Quebec, Canada for SHSM;
3. assist prospective students with the formal requirements involved in applying for admission in accordance with the terms and conditions of SHSM for enrolment;

4. forward to SHSM without delay application forms from qualified prospective students together with other appropriate documentation and administer testing as required.
5. not approve applicants on his/her own accord. This is strictly done by the admissions committee at SHSM;
6. ensure that all information provided is true and accurate. The Contractor will also guarantee that all entrance tests and evaluations are written and undergone by the actual applicant and in conformity with SHSM standards;
7. only use the SHSM application form;
8. provide truthful advice to students with respect to SHSM, its programs, immigration to the Canada, and the City of Montreal (including cost of living in the city);
9. keep SHSM informed of new and existing market opportunities with respect to student recruitment and relationship building with appropriate organisations and institutions;
10. to adhere to the highest moral standards both in his/her practices and selection of students and keep the contents of this Contractor Agreement confidential.

SHSM agrees to:

1. provide the contractor with the SHSM's promotional material in electronic or web format, and electronic sales presentation (PowerPoint);
2. accept students selected by the Contractor that meet the SHSM entry requirements, contingent upon homestay availability.

Marketing Guidelines

SHSM must approve all marketing and promotions in writing.

Provisions for Sub-Contractors

SHSM is not in any way contractually, legally or financially obligated to any sub-contractor. Any relationship, legal or financial, is solely between the contractor and the sub-contractor.

Terms and Conditions

1. This Contractor Agreement shall become effective when both parties have signed it.
2. The Contractor will be solely responsible for his/her actions and operational costs.
3. Unless agreed in writing, no expenses incurred by the Contractor while promoting SHSM will be covered by SHSM.
4. This Contractor Agreement can be terminated with at least a 3 (three) months notice. Failure to do so will result in the forfeit of all commission fees outstanding to the Contractor.
5. If the Contractor is in breach of or non-observant of any of the provisions of this Contractor Agreement or shall neglect to provide the services or fail to perform the duties required of him/her then SHSM may, by written notice, terminate his/her services with immediate effect.
6. SHSM and the Contractor expressly agree and understand that the Contractor is an independent contractor and nothing in this Contractor Agreement nor the services rendered hereunder is meant, or shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Contractor Agreement. The Contractor shall assume and accept all responsibilities which are imposed on independent contractors by any statute, regulation, rule of law, or otherwise. The Contractor is not the

agent of SHSM and is not authorized and shall not have the power or authority to bind SHSM or incur any liability or obligation.

- 7. This Contractor Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein and each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the Superior Court of Quebec sitting in the District of Montreal for the purpose of any action, claim, cause of action or suit (in contract, delict or otherwise), inquiry, proceeding or investigation arising out of or based upon this Contractor Agreement or relating to the subject matter hereof.

Student Visas and Immigration Documents

SHSM does not take any responsibility for obtaining all the required immigration documents for the student. It is the student’s responsibility to obtain the necessary documents to enter and study in Quebec and Canada. These documents include the Certificat d’acceptation du Québec (CAQ), the Study Permit from Immigration Canada, as well as a Visitor Visa (if required). The contractor will provide the students, and their families, with the guidelines in order to expedite and facilitate their immigration documents requests. The families are responsible for submitting all requests in a timely manner to ensure the documents are issued prior the start of the school year in August, and are valid until the end of the school year in June. By law, students who do not have valid immigration documents will not be permitted to attend the school. SHSM will issue a Letter of Acceptance to each student upon formal acceptance, which is to be used for the immigration requests.

Commissions

- 1. SHSM will pay commissions only after all fees are paid in full by the student recruited by the Contractor are cleared in SHSM accounts and the student has completed the first month of the term at SHSM. SHSM will remit commissions within 30 days of receipt of the Contractor’s invoice provided to SHSM.
- 2. Commission is calculated based on a percentage of the SHSM International Student fees and does not include homestay expenses. Commission payment per student is based on a percentage of 10% of total fees paid to the school and does not include homestay or unpaid expenses. SHSM will pay 5% to the Contractor for a student who returns for a second school year.
- 3. No commission is paid for students who fall under “domestic status”. It is the Contractor’s responsibility to know a student’s status in Canada.

This agreement may be signed in counterparts, including by way of facsimile or pdf transmissions with the same effect as if both parties had signed the same document.

SIGNATURE OF PARTIES

For the Contractor

For The Sacred Heart School of Montreal

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**Stephanie Broadhurst
Enrolment Management Coordinator**

Date
(Month/Day/Year)

Date
(Month/Day/Year)