

This Designation Agreement is a sample provided for information purposes. Designation Agreements entered into with an institution may contain different or additional terms and conditions.

Designation Agreement

THIS AGREEMENT is dated _____, 20__.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as represented by the Minister of Innovation and Advanced Education
(“Minister”)

and

[INSERT LEGAL NAME OF LEARNING INSTITUTION]
(“Institution”)

WHEREAS immigration is a matter of federal jurisdiction and CIC has proposed both regulatory and non-regulatory changes respecting the ISP effective June 1, 2014;

AND WHEREAS one of the principle objectives of the ISP is to facilitate the entry of International Students for the primary purpose of study in Canada, consistent with the *Immigration and Refugee Protection Act* (SC 2001 c.27) and its regulations;

AND WHEREAS education is a matter of provincial/territorial jurisdiction, and institutions in Alberta are regulated by Alberta laws and policies;

AND WHEREAS collaboration between the federal and provincial/territorial governments supports the common goals of improving the integrity of the ISP, enhancing accountability to International Students as well as to Canadians, and improving Canada’s standing as a destination of choice for International Students;

AND WHEREAS the Minister and CIC have signed a Memorandum of Understanding outlining their roles and responsibilities in the administration of the ISP, the common elements to be used as a basis for the designation of Learning Institutions, and the information to be shared for the purposes of administering the ISP;

AND WHEREAS under the Memorandum of Understanding, the Minister is responsible for the designation of Learning Institutions for the purpose of hosting International Students and providing a List of Designated Institutions to CIC which will be used by CIC to issue a permit allowing an International Student to study at a Designated Learning Institution;

AND WHEREAS Learning Institutions may apply to the Minister for inclusion on the List of Designated Institutions;

AND WHEREAS the Institution has applied for designation, and the Minister is prepared to designate the Eligible Learning Program at the Learning Institution subject to the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual terms and conditions set out in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, the following expressions have the following meanings:

- (a) **“Agreement”** means this Agreement, as may be amended from time to time.
- (b) **“Alberta Designation Requirements”** means the *Alberta Designation Requirements (ADR) for Becoming a Designated Institution for Citizenship and Immigration Canada, International Student Program* as may be amended by the Minister from time to time.
- (c) **“Application for Designation”** means the application form submitted by the Institution, a copy of which is attached here to as Schedule “A”.
- (d) **“CIC”** means Her Majesty the Queen in Right of the Government of Canada as represented by the Deputy Minister of Citizenship and Immigration Canada.
- (e) **“Designated Learning Institution”** means a Learning Institution that offers one or more Designated Learning Programs.
- (f) **“Designated Learning Program”** means an Eligible Learning Program that has been designated by the Minister.
- (g) **“Elements for Designation”** means the Pan-Canadian Common Elements, the Alberta Common Elements, and, where applicable, the Alberta Private Sector Elements as identified and described in the Alberta Designation Requirements.
- (h) **“Eligible Learning Program”** means a program of more than six (6) months, or six (6) months or less where work is an essential part of the program.
- (i) **“FOIP”** means the *Freedom of Information and Protection of Privacy Act* (RSA 2000 cF-25) and any regulations under that Act, as may be amended from time to time.
- (j) **“International Student”** means a foreign national who is authorized to study in Canada under a permit issued by CIC.
- (k) **“ISP”** means the International Student Program.
- (l) **“Learning Institution”** means a post-secondary institution in Alberta more particularly described as:
 - (i) public post-secondary institutions and publicly funded private colleges under the *Post-secondary Learning Act* (SA 2003 cP-19.5),

- (ii) private vocational training schools licensed under the *Private Vocational Training Act*, RSA 2000 Ch. P-24;
 - (iii) language schools in Alberta that are current operating members of Languages Canada Association and in good standing with that Association,
 - (iv) First Nations Colleges that offer programs in collaboration with publicly-funded institutions,
 - (v) private post-secondary institutions that offer programs that are subject to oversight by Minister approved third parties, or
 - (vi) other private post-secondary institutions approved by the Minister.
- (m) **“List of Designated Institutions”** means the list of Designated Learning Institutions which has been prepared by the Minister and which has been provided to CIC.
- (n) **“Party”** means either the Minister or the Institution, individually.
- (o) **“Parties”** means the Minister and the Institution, collectively.
- (p) **“Personal Information”** means recorded information about an identifiable individual as defined in the Privacy Legislation.
- (q) **“Privacy Legislation”** means FOIP or the *Personal Information Protection Act* (SA 2003 cP-6.5) and any regulations under that Act, as may be amended from time to time, as applicable.
- (r) **“Term”** means the date first written above to and including June 1, 2019.

1.2 Section headings - All section headings in this Agreement have been included for convenience only and shall not be considered in interpreting the text of this Agreement.

1.3 Plural and Singular - In this Agreement words in the singular include the plural and words in the plural include the singular.

2. RESPONSIBILITIES OF THE MINISTER

2.1 Designation - Subject to the terms and conditions of this Agreement, the Minister hereby designates the Eligible Learning Program described in the Application for Designation for the purpose of hosting International Students.

2.2 List of Designated Institutions - Subject to the terms and conditions of this Agreement, the Minister shall include the Institution on the List of Designated Institutions.

3. **RESPONSIBILITIES OF THE INSTITUTION**

- 3.1 **Enrolment of International Students** - The Institution may only enrol an International Student in a Designated Learning Program.
- 3.2 **Compliance with Elements for Designation** - The Institution shall ensure that it maintains strict compliance with the Elements for Designation.
- 3.3 **Compliance Reporting to CIC** - The Institution shall submit reports to CIC as required by CIC.
- 3.4 **Changes to information in Application for Designation** - The Institution shall immediately notify the Minister, in writing, of any change to the information provided in its Application for Designation.

4. **RECORDS AND MONITORING**

- 4.1 **Maintenance of Records** - During the Term and for three (3) years after the end of the Term or earlier termination of this Agreement, the Institution shall maintain full, accurate and complete files, documents, records and books of account relating to its responsibilities under this Agreement.
- 4.2 **Production of Records** - During the Term and for three (3) years after the end of the Term or earlier termination of this Agreement, the Institution shall produce on demand to any representatives of the Minister any files, documents, records and books of account, as may be requested by the Minister from time to time, in the form and manner and in accordance with the timelines determined by the Minister.
- 4.3 **Compliance Review and Inspection** - The Minister may, at reasonable times and on reasonable notice to the Institution, have its representatives attend at the premises of the Institution for the purpose of examining the premises, files, documents, records, and books of account for the purpose of ascertaining whether the Institution is in compliance with the terms and conditions of this Agreement. The Institution shall provide the representatives with such assistance as may be reasonably required.
- 4.4 **Compliance Review and Inspection Costs** - The Minister shall bear the cost of any compliance review or inspection, unless the compliance review or inspection reveals a material breach of a term or condition of this Agreement, in which case the cost will be borne by the Institution.

5. **PERSONAL INFORMATION, ACCESS TO INFORMATION, AND CONFIDENTIALITY**

- 5.1 **Personal Information** - The Institution shall:
- (a) comply with applicable Privacy Legislation;

- (b) only collect, use or disclose Personal Information that is reasonably required to fulfill its obligations under this Agreement;
- (c) protect any Personal Information it collects in relation to prospective International Students; and
- (d) make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or destruction of Personal Information.

5.2 Access to Information - The Institution acknowledges that this Agreement, including the name of the Institution, and the terms and conditions of this Agreement, may be subject to disclosure pursuant to FOIP. The Institution further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and any information in the custody or under the control of the Minister may be disclosed.

5.3 Confidentiality - The Institution shall keep, and cause to be kept, in strict confidence all information developed or acquired as a result of carrying out this Agreement which is designated as confidential in writing, is disclosed in circumstances of confidence, or would generally be understood by a person exercising reasonable business judgment to be confidential, and shall only disclose such information, on a need to know basis, or with the written consent of the Minister.

6. SUSPENSION AND REVOCATION OF DESIGNATION AND TERMINATION

6.1 Notification by Institution of Non-Compliance - The Institution shall immediately notify the Minister, in writing, of the failure to comply with one of more terms and conditions of this Agreement.

6.2 Non- Compliance - If the Institution fails to comply with one or more terms and conditions of this Agreement, the Minister shall give the Institution written notice that it is non-compliant and its non-compliance must be rectified within the time prescribed in the notice as determined in the Minister's sole discretion. In the event that the non-compliance is not rectified to the Minister's satisfaction within the prescribed time, the Minister may immediately, on written notice to the Institution, effective as of the date of the notice, do one or more of the following:

- (a) restrict the number of new International Students that may be enrolled in one or more Designated Learning Programs for a period determined by the Minister,
- (b) suspend the designation of one or more Designated Learning Programs and prohibit the Institution from enrolling any new International Students in the suspended programs for a period determined by the Minister,
- (c) revoke the designation of one or more Designated Learning Programs, or
- (d) terminate this Agreement.

- 6.3 Request for Revocation by Institution** - The Minister may, on written request by the Institution, revoke the designation of one or more Designated Learning Programs.
- 6.4 Effect of Ceasing to be an Eligible Learning Program** - The Minister may revoke the designation of a Designated Learning Program where that program ceases to be an Eligible Learning Program.
- 6.5 Effect of Revocation of all Designated Learning Programs** - In the event the Minister revokes all of the Designated Learning Programs offered by the Institution, the Minister may immediately terminate this Agreement upon written notice to the Institution with the date of termination being the date indicated in the notice.
- 6.6 Effect of Ceasing to be a Learning Institution** - In the event that the Institution ceases to be a Learning Institution, the Minister may immediately terminate this Agreement upon written notice to the Institution with the date of termination being the date indicated in the notice.
- 6.7 Effect of Ceasing to Operate** - In the event that the Institution ceases to operate, the Minister may immediately terminate this Agreement upon written notice to the Institution with the date of termination being the date indicated in the notice.
- 6.8 Notification to CIC** - The Minister shall notify CIC where the Institution ceases to be a Designated Learning Institution.

7. REVIEW

- 7.1 Request for Review** - Within thirty (30) days of receipt of written notice of the decision of the Minister to
- (a) restrict the number of new International Students that may be enrolled in one or more Designated Learning Programs for a period determined by the Minister,
 - (b) suspend the designation of one or more Designated Learning Programs and prohibit the Institution from enrolling any new International Students in the suspended programs for a period determined by the Minister,
 - (c) revoke the designation of one or more Designated Learning Programs, or
 - (d) terminate this Agreement,
- the Institution may, in writing, request a review of the decision of the Minister.
- 7.2 Review** - The Minister may review the decision in any manner the Minister considers appropriate and the decision of the Minister on review is final.

8. CONFLICT OF INTEREST

- 8.1 Other Agreements** - The Institution shall not enter into any other agreement with any other Minister of the Government of Alberta or any other person, the requirements of which will conflict with the requirements of this Agreement, or which will or may result in its interest in any other agreement and this Agreement being in conflict.
- 8.2 Impartiality, Private Interests, Acceptance of Benefits and Financial Interests** - The Institution shall ensure that the Institution and the Institution's members, officers, employees, contractors and agents:
- (a) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
 - (b) not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;
 - (c) not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement, and if such financial interest is acquired during the Term, the Institution shall promptly declare it to the Minister.

9. INSURANCE AND INDEMNITY

- 9.1 Indemnity** - The Institution agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Institution is legally responsible, including those arising out of negligence or willful acts by the Institution or the Institution's members, officers, employees, contractors and agents.
- 9.2 Insurance** - The Institution, at the Institution's own expense and without limiting its liabilities under this Agreement, shall insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act* (RSA 2000 cI-3) in an amount of not less than \$2,000,000 inclusive for each occurrence, insuring against bodily injury, personal injury and property damage including loss of use.
- 9.3 Evidence of Insurance** - The Institution, on request, shall provide evidence of the insurance required under section 9.2 to the Minister in a form acceptable to the Minister.

10. COMMUNICATIONS

- 10.1 Announcement** - The Institution shall not make any public announcement or issue a press release regarding the entering into of this Agreement, except with the prior approval of the Minister as to the content and timing of the announcement or press release.
- 10.2 Notices** - Any notices, approvals, consents and other communications under this Agreement shall be in writing and shall be effective when delivered in person, by mail, couriered or faxed to the following addresses:

If to the Minister:

[NAME]
[TITLE]
[BRANCH]
Innovation and Advanced Education
[ADDRESS]

Fax Number:

If to the Institution:

[NAME]
[TITLE]
[CORPORATE NAME OF LICENSEE]
[ADDRESS]

Fax Number:

11. GENERAL

- 11.1 Assignment** - The Institution shall not assign or transfer its rights or obligations under this Agreement to any third party.
- 11.2 Independent Status** - The relationship of Institution to the Minister is that of an independent entity and nothing in this Agreement is to be construed as creating an agency, partnership, joint venture, or employment relationship between the Institution and the Minister.
- 11.3 Entire Agreement** - This written document contains the entire agreement of the Parties in regard to the matters dealt with, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as expressly set out.
- 11.4 Amendment** - The Minister may add, delete or amend any of the terms and conditions of this Agreement by providing written notice to the Institution. Any such amendments shall be executed by the Parties in writing. If the Institution fails to execute such amendments

within the time period specified in the notice, the Minister may consider this to be non-compliance by the Institution and may terminate this Agreement under section 6.2. If the Institution wishes to amend the terms of this Agreement, it shall forward a written request to the Minister.

- 11.5 Conflicts, Discrepancies, Errors or Omissions** - In the case of conflicts, discrepancies, errors or omissions among the Alberta Designation Requirements, the Application for Designation, and this Agreement, the documents and amendments to them shall take precedence and govern in the following order:
- (a) this Agreement
 - (b) Alberta Designation Requirements
 - (c) Application for Designation
- 11.6 Severability** - The terms and conditions of this Agreement are severable to the extent that any one that may be contrary to the laws of Alberta shall be deemed to be modified to comply with those laws, but every other term and condition shall remain valid.
- 11.7 Waiver** - No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 11.8 Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and each party submits to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.
- 11.9 Compliance with Laws** - The Institution shall comply with all statutes, regulations, orders, licenses and permits applicable to carrying out its obligations under this Agreement.
- 11.10 Survival** - Sections 4.1, 4.2, 5.1, 5.2, 5.3 and 9.1 shall survive termination or expiry of this Agreement.
- 11.11 Time of the Essence** - Time is of the essence in this Agreement.
- 11.12 Further Assurances** - The Parties agree, from time to time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.
- 11.13 Renewal** - The Institution acknowledges that the Minister has no obligation to renew this Agreement at the end of the term of this Agreement.
- 11.14 Compliance** - The Institution shall ensure that Institution's members, officers, employees, contractors and agents comply with the provisions of this Agreement.

11.15 Counterpart - This Agreement may be executed in any number of counterparts or by facsimile each of which shall be deemed an original, and all of which together shall constitute one and the same contract.

The Parties have duly executed this Agreement each by its duly authorized representative, as of the date at the beginning of this Agreement.

**HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA as represented by the Minister
of Innovation and Advanced Education**

Per:

Signature

Name

**[INSERT LEGAL NAME OF LEARNING
INSTITUTION]**

Per:

Signature

Name

Title

SCHEDULE A