



Memorandum of Understanding

Between

Language Studies International (LSI) 1055 Yonge Street, Suite 210 Toronto, Ontario M4W 2L2 www.lsi.edu

And

North Island College (NIC) 2300 Ryan Road Courtenay, British Columbia V9N 8N6 www.nic.bc.ca/international

College Pathway Agreement

THIS AGREEMENT becomes effective February 1, 2020

Between:

Language Studies International (hereinafter called "LSI"); and North Island College (hereinafter called "NIC")

AND WHEREAS:

LSI and NIC agree to work together to facilitate the admission of qualified international students at LSI into post-secondary diploma, degree and certificate programs at NIC.

To that end, the following procedures will be implemented:

- 1) NIC will accept the successful completion of the LSI Advanced (Level 5) English language training level with a minimum score of 80% on tests and assignments completed during the last 4 weeks of the program as demonstration of Academic English language proficiency equivalent to overall IELTS score of 6.0-6.5 for admission to all undergraduate diploma, degree and certificate programs at NIC. LSI graduates with the aforementioned levels and scores will not be required to produce an English language proficiency test score such as IELTS or TOEFL for admission into their respective programs at NIC unless otherwise stipulated by a provincial regulatory body that governs a specific program at NIC.
- 2) In addition to meeting the minimum English requirements as noted in 1) above, LSI ESL students must also meet the minimum academic admission requirements of NIC as presented in NIC's Academic Calendar to gain full admission to NIC.
- 3) Applicants from LSI who meet all academic requirements to NIC, but do not meet English proficiency requirements, may apply to NIC's program with the provision of meeting English proficiency requirements through LSI courses, as stated above. In such cases, applicants must submit the confirmation of enrollment from LSI. Only conditional offers of admission will be made to these applicants for NIC's programs, and applicants must fulfil English proficiency requirement by specific dates.
- 4) The documentation required by NIC to indicate completion of English proficiency requirement is the LSI's graduate certificate with the start and end date of the LSI program. This certificate or letter is only valid for a period of 2 years after program completion.

Reciprocal Marketing/Promotional Efforts

- 1) Both LSI and NIC will promote, as appropriate, this Memorandum of Understanding on their respective website, brochures or other marketing material.
- 2) LSI and NIC will share core marketing materials such as brochures and view books.
- 3) LSI agrees to receive approval from the NIC's Office of Global Engagement prior to publishing any promotional materials pertaining to NIC, the courses offered by NIC, and the costs of such courses. Prior approval must also be sought for the use of the NIC name and/or logo.

Ongoing Familiarization

- 1) NIC may, from time to time, avail itself to make presentations at organized student information sessions at LSI to promote its programs and the Pathway with LSI.
- 2) NIC and LSI agree to visit, from time to time, to promote its programs as deemed convenient with respective institutions being responsible for its own expenses.

Commission

- 1) For each student who applies to NIC through LSI and who registers in a post-secondary program, NIC will pay LSI a commission equivalent to 20% of a student's tuition costs based on a standard 15-credit registration per term for the first two terms of study.
- 2) LSI agrees to enroll students in the same manner as agents submitting the documents while providing assistance of other services to the student as needed.
- 3) Commission will be paid by NIC to LSI no sooner than four weeks after the student has commenced their courses and provided all tuition fees have been paid in full and verified as such by NIC.
- 4) NIC agrees to pay all commissions to LSI directly who, in turn, will disperse said commissions to any and all appropriate agents involved in a student's application submission process to NIC. NIC will have no involvement in the dispersal of commissions to agents.

Communications

1) For focused attention to Pathway referrals under this agreement, LSI will ensure that applicant's admission-related documents be submitted to:

International Admissions
North Island College
2300 Ryan Road
Courtenay BC V9N 8N6 Canada
P: 250.334-5000
iadmissions@nic.bc.ca

2) For information regarding the agreement or additional marketing and recruitment efforts, the contact at NIC will be:

Manager, International Enrollment and Recruitment North Island College 2300 Ryan Road Courtenay BC V9N 8N6 Canada P: 250.334-5237 study@nic.bc.ca

3) NIC will direct all Pathway student enquiries to:

Joseph L'Esperance
Senior Teacher, Academic Administrator, Pathway Counsellor
Language Studies International
1055 Yonge Street, Suite 210
Toronto, Ontario
M4W 2L2
P: 416-928-6888
jlesperance@lsi.edu

4) Both institutions agree to act in accordance with the BC Personal Information Protection Act and share the applicant/student's personal and academic information to facilitate applicant/student admissions and enrollment.

Termination

- 1) This agreement shall cover a period of 36 months from date of signing. The Agreement shall automatically renew for a successive one year term unless one of the Parties terminates the Agreement as specified in section 6, or both parties agree to review and renew the Agreement on the basis of an ongoing evaluation of the academic success of LSI clients at NIC.
- 2) Either party may terminate the agreement by sending written notification to the other party 10 working days prior to termination.

- 3) Either Party may terminate this Agreement in writing but without notice where the other Party:
 - a) Has breached a material term of this Agreement and has not cured such breach within 30 days of receiving notice of such breach;
 - b) Becomes bankrupt, insolvent, or is dissolved; or
 - c) Has lost its accreditation from Languages Canada
- 4) Upon termination of this Agreement, all applications by LSI students to NIC which were submitted prior to the Termination Date shall be assessed by NIC with regard to English language proficiency and equivalency according to the criteria established under this Agreement.

Force Majeure

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

Signed by:

James Benoit School Director Language Studies International Toronto, Ontario Canada

Executive Director, International Education North Island College Courtenay, British Columbia Canada

Signature:

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4/2020

Signature:

Mark Herringer

Dated

2110/2020