



This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**DESIGNATION AGREEMENT**

**BETWEEN**

**Her Majesty the Queen in Right of the Province of British Columbia,  
as represented by the Minister of Advanced Education  
("Province of BC")**

**AND**

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( Institution name and School code )

**WHEREAS:**

- A. The British Columbia Ministry of Advanced Education, through StudentAid BC, is responsible for the administration in British Columbia of the Canada and British Columbia student financial assistance programs.
- B. StudentAid BC funding is available only to students enrolled in StudentAid BC eligible programs at designated institutions.
- C. StudentAid BC designates eligible institutions in accordance with the Designation Policy set out in the StudentAid BC Policy Manual.
- D. The Institution has applied for StudentAid BC designation pursuant to the terms of this Designation Agreement.

**NOW THEREFORE** in consideration of the foregoing, the Province of BC and the Institution agree as follows:

**1.00 Term**

1.01 This Agreement comes into force upon the signing of the Agreement by both Parties and remains in full force until the following July 31<sup>st</sup> unless it is terminated earlier in accordance with paragraph 1.05.

1.02 The Province may amend this Agreement unilaterally at any time.

1.03 If the Province amends this Agreement:

- (a) the Institution will be given 30 days from receipt of the proposed Amended Agreement to sign it;
- (b) upon signing by both Parties, the Amended Agreement replaces the Agreement.

1.04 If the Institution fails to comply with paragraph 1.03(a):

- (a) the Institution ceases immediately to be a designated institution; and
- (b) the Institution's BC Student Loan applications for the new program year will not be processed.

1.05 This Agreement is immediately terminated upon any one of the following occurrences:

- (a) the closure of the Institution; and/or
- (b) the revocation of the Institution's StudentAid BC designation.

## **2.00 Designation**

2.01 Provided the Institution remains a designated institution, the Province of BC will make StudentAid BC funding available to eligible students enrolled in approved programs at the Main Campus of the Institution in accordance with the terms of this Agreement.

2.02 The Private Career Training Institutions Agency must have approved a designated institution's Branch Campuses, Learning Sites or Satellite Campuses, and the programs offered by each of these, prior to StudentAid BC approving these sites and making funding available to eligible students.

2.03 The Institution will administer the financial assistance program (the Program) in respect of its students in accordance with the terms of this Agreement.

## **3.00 Maintaining Designation**

3.01 The Institution will comply with all applicable laws, including the *Canada Student Financial Assistance Act*, the *Private Career Training Institutions Act*, the *Degree Authorization Act*, the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act* and related regulations.

3.02 The Institution will maintain its accreditation under the *Private Career Training Institutions Act* and/or ministerial consent under section 4 of the *Degree Authorization Act*, as applicable.

3.03 The Institution will comply with all requirements set out in the StudentAid BC Policy Manual, as amended from time to time, which is available on the StudentAid BC website at: <http://www.aved.gov.bc.ca/studentaidbc/schoolofficials/welcome.htm> and which forms a part of this Agreement.

- 3.04 The Institution will comply with all requirements set out in the StudentAid BC Administrative Manual, as amended from time to time, which is available on the website at: <http://www.aved.gov.bc.ca/studentaidbc/schoolofficials/welcome.htm> and which forms part of this Agreement.
- 3.05 The Institution must notify StudentAid BC and provide it with documentation of any proposed changes in name, legal identity, location, ownership, general education focus, or other significant changes in the operation or administration of the Institution at least 14 days prior to the proposed change. Any such changes may impact a school's eligibility for continued designation.
- 3.06 If the Institution fails to comply with this Agreement, or if StudentAid BC is otherwise of the opinion that it is necessary for the proper administration of the Program, StudentAid BC may revoke the designation of the Institution or may refuse to provide financial assistance to students registered in some or all of the programs or courses at the Institution.
- 3.07 The Province of BC may revoke the designation of the Institution for any action which affects the integrity of the Program.
- 3.08 If an Institution's designation is revoked or is not renewed upon expiry of the Term of this Agreement, the Institution may request a reconsideration of the decision by the Executive Director of StudentAid BC. Reconsideration decisions may be appealed to the Assistant Deputy Minister, Students, Institutions and Programs, Ministry of Advanced Education.

#### **4.00 Administration of StudentAid BC Funding**

- 4.01 At the request of StudentAid BC and subject to all applicable laws, the Institution must provide information concerning a StudentAid BC funded student's academic performance, attendance records, student contract, mailing address and phone number to StudentAid BC.
- 4.02 The Institution must not use the fact that funding has been or may be issued to the Institution's students by StudentAid BC as a recruiting tool in any publication or advertising media.
- 4.03 The Institute will designate one or more employees (Enrolment Signing Officers) who will have responsibility for:
- registering the student and completing the enrolment contract with the student; and
  - completing the Appendix 3 of the StudentAid BC application.
- 4.04 The Institution will designate one or more employees (Eligibility Signing Officers) who will have responsibility for:
- confirming student enrolment and attendance;
  - signing cheque remittance statements, student loan agreements and Confirmation of Enrolment forms; and
  - accepting and documenting tuition payments to the Institution.

- 4.05 The functions described in paragraphs 4.03 and 4.04 must be effectively segregated to ensure that no employee is designated under or performs duties under both paragraphs 4.03 and 4.04. If the Institution has only one person who can perform the Signing Officer functions, the owner must contact StudentAid BC to report that these duties cannot be segregated and provide rationale acceptable to StudentAid BC.
- 4.06 The Institution will provide StudentAid BC with the names and sample signatures of employees designated under sections 4.03 and 4.04 in the form attached as Schedule "C" to this Agreement.
- 4.07 Immediately prior to the removal of an Enrolment Signing Officer or Eligibility Signing Officer's authority, the Institution will notify StudentAid BC in writing of the name(s) of the person(s) whose signing authority is removed and the date upon which such removal becomes effective.
- 4.08 Immediately prior to the designation of any new Enrolment Signing Officer or new Eligibility Signing Officer, the Institution will provide StudentAid BC with an updated Schedule "C" form including the name(s) and sample signature(s) of the new Signing Officer(s).

## **5.00 Inspection and Compliance**

- 5.01 While this Agreement is in effect and for a period of two years following its termination, the Province of BC will have the right to inspect the operations of the Institution, including inspection of the individual StudentAid BC funded student records maintained by the Institution.
- 5.02 For the purposes of an inspection, the Institution agrees to allow StudentAid BC Compliance Officers to attend at the Institution's premises and agrees to cooperate fully with those Compliance Officers in the conduct of their duties under this Agreement.
- 5.03 A Compliance Officer conducting an inspection may at any time:
- (a) enter the Institution's premises;
  - (b) examine a record or any other thing directly or indirectly related to StudentAid BC funding;
  - (c) require that a document or any other thing be produced for inspection;
  - (d) remove a record or any other thing for review and copying, after providing a receipt;
  - (e) use the Institution's data storage, information processing or retrieval devices or systems that are normally used in carrying on business in the premises to produce a record in readable form;
  - (f) question a person; or
  - (g) arrange for the conduct of an external forensic audit, at the expense of the Institution.

5.04 For purposes of an inspection, the Institution will make available to the Compliance Officer:

- (a) copies of all documents requested by StudentAid BC; and
- (b) identified staff or personnel of the Institution.

5.05 If, as a result of an inspection, audit or by any other means, the Province of BC learns of irregularities or non-compliance with the terms of this Agreement by the Institution, the Province of BC may, at its option, take any or all of the following actions:

- (a) consult with the Institution in person and/or in writing;
- (b) require compliance within a specific period of time, and require evidence of compliance;
- (c) require additional or more frequent monitoring or reporting, at the expense of the Institution;
- (d) replace this Agreement;
- (e) refuse to provide financial assistance to students registered in some or all of the programs or courses at the Institution;
- (f) revoke the designation of the Institution; or
- (g) pursue any other legal remedies available to it.

## 6.00 General

6.01 Any notice of communication contemplated by this Agreement shall be sufficiently given if

(a) sent by email to:

(i) Province of BC at [Thomas.Wall@gov.bc.ca](mailto:Thomas.Wall@gov.bc.ca)

(ii) the Institution at \_\_\_\_\_

(b) sent by fax to:

(i) Province of BC at (250)356-5440

(ii) the Institution at \_\_\_\_\_

(c) mailed by prepaid registered mail to:

(i) Province of BC at           StudentAid BC  
  PO Box 9173 Stn Prov Govt  
  Victoria BC V8W 9H7

(ii) the Institution at \_\_\_\_\_

Either of the parties may give notice to the other of a substitute email contact, fax number or address from time to time. Any notice mailed by prepaid registered mail is deemed to be received two days after mailing.

6.02 This Agreement, including all Schedules and the StudentAid BC Policy and Procedures Manual and the StudentAid BC Administrative Manual, both located at <http://www.aved.gov.bc.ca/studentaidbc/schoolofficials/welcome.htm> website, constitute the entire Agreement between the parties.

6.03 The headings in this Agreement are for convenience of reference only and are not to be used as an aid in the interpretation of the Agreement.

6.04 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, and the remaining provisions will continue in full force so long as they express the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be either replaced or terminated by the Province of BC.

6.05 This Agreement is not assignable or transferrable by the Institution.

6.06 The Institution is responsible and liable for the acts, failures and omissions of all its officers, employees, agents and sub-contractors.

6.07 All obligations of the Institution under this Agreement shall survive termination of this Agreement and shall continue in full force until and unless they are satisfied or by their nature expire.

This Agreement has been executed on behalf of the Province of BC by an authorized representative of the Minister of Advanced Education and on behalf of the Institution by its authorized representative, on the dates noted below.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**THE PROVINCE OF BC**

as represented by the Minister  
of Advanced Education or designate

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name: Thomas Wall

Title: Manager, Designations

Date: \_\_\_\_\_

\_\_\_\_\_  
(Institution name)

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Schedule C**

**Signatures of Signing Officers**

The following are designated as Signing Officers for Institution \_\_\_\_\_ in accordance with the terms and conditions of this Agreement.

The names, titles and sample signatures of the Institution's designated Enrolment Signing Officers.

Name (**printed**) \_\_\_\_\_

Position Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (**printed**) \_\_\_\_\_

Position Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

The names, titles and sample signatures of the Institution's designated Eligibility Signing Officers.

Name (**printed**) \_\_\_\_\_

Position Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name (**printed**) \_\_\_\_\_

Position Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_