

**StudentAid BC Designated Institutions  
BC Student Assistance Program - Designated Institutions  
Obligations and Requirements**

AGREEMENT ("this Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2009, between:

**The Province of British Columbia,  
as represented by the Deputy Minister of Advanced Education  
and Labour Market Development  
("British Columbia")  
- and -**

\_\_\_\_\_,  
**("Institution")**

**WHEREAS:**

- A. The British Columbia Ministry of Advanced Education and Labour Market Development is responsible for the administration in British Columbia of the Canada and British Columbia student assistance programs, together known as StudentAid BC ("the Program").
- B. StudentAid BC funding is only available to students enrolled in StudentAid BC eligible programs at designated institutions.
- C. As part of its program administration, StudentAid BC determines which institutions are eligible institutions for the purposes of StudentAid BC and designates those institutions in accordance with the Designation Policy set out in the StudentAid BC Policy and Procedures Manual.
- D. The Institution has applied for, or wishes to continue, StudentAid BC designation.

NOW THEREFORE in consideration of the foregoing, the Province of B.C. and the Institution agree as follows:

**1.00 – Term**

- 1.01 This Agreement comes into force upon the designation of the Institution by StudentAid BC, or the signing of this Agreement, whichever is later, and will remain in effect until it is terminated in accordance with the terms of this Agreement.
- 1.02 This Agreement may be replaced, at the option of the Province of B.C., at any time.
- 1.03 If the Province of B.C. opts to replace this Agreement, it will provide the Institution with a replacement Agreement to be signed and returned by the Institution within 30 days of receipt from the Province of B.C. This Agreement will terminate and be replaced by the replacement Agreement upon signing by the Institution. Failure to sign the replacement Agreement will result in the Institution ceasing to be a designated institution.
- 1.04 In the event that a replacement Agreement is provided to the Institution, the Institution's student loan applications for new program year funding will not be processed until the replacement Agreement has been signed by the Institution and received by StudentAid BC.
- 1.05 This Agreement is terminated upon its replacement with a replacement Agreement, upon closure of the Institution or upon revocation of StudentAid BC designation.

**2.00 – Designation**

- 2.01 So long as the Institution remains a designated institution, the Province of B.C. will make StudentAid BC funding available to eligible students enrolled in full time attendance in approved programs at the Institution in accordance with the terms of this Agreement.
- 2.02 The Institution will administer the StudentAid BC loan 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 its authorization under section 4 of the Degree Authorization Act.
- 3.03 The Institution will adhere to all requirements set out in the StudentAid BC Policy and Procedures Manual, as amended from time to time, a copy of which is attached as Schedule “A” to this Agreement and which forms a part of this Agreement.
- 3.04 The Institution will adhere to all requirements set out in the StudentAid BC Administrative Manual, as amended from time to time, a copy of which is attached as Schedule “B” to this Agreement and which forms a part of this Agreement.
- 3.05 The Institution must notify StudentAid BC and provide it with documentation of any changes in name, legal identity, location, ownership, general educational focus, or other significant changes in operation or administration after designation at least 14 calendar days prior to the change. Any such changes may impact on 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 B.C. may terminate the designation of the Institution for any action which affects the integrity of the StudentAid BC program including any actions by school officials which are, or could be perceived to be, a conflict of interest.

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

- 4.01 If requested to do so by StudentAid BC, the Institution must provide information concerning a student’s academic performance, attendance records, student contract and/or mailing address and phone number to StudentAid BC, or its agents or participating lenders.
- 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 Institution 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 or documenting tuition payments to school.
- 4.05 The functions described in paragraphs 4.03 and 4.04 must be effectively segregated to ensure that a staff member only perform duties under one paragraph. If the Institution has only one person who can perform the Signing Officer function, the owner must contact StudentAid BC to report that these duties cannot be segregated. To achieve or maintain StudentAid BC designation, the Institution may be required to provide additional documentation to ensure the integrity of the program.
- 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 or Eligibility Signing Officer's authority the Institution will notify StudentAid BC in writing of the name of those persons 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 or Eligibility Signing Officer the Institution will provide StudentAid BC with an up-dated Schedule "C" form including the name and sample signature of the new Signing Officer.

### **5.00 – Inspection and Compliance**

- 5.01 While this agreement is in effect and for a period of 2 years following its termination, the Province of B.C. will have the right to inspect the operations of the Institution, including inspection of the individual 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.
- 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;
  - (c) demand 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 The Institution will make copies of all documents requested by StudentAid BC and make identified staff or personnel available to the Compliance Officer for the purposes of an inspection.
- 5.05 If, as a result of an inspection or audit, or as a result of records that the Institution is required to maintain or to provide to the Province of B.C. in accordance with applicable legislation or this Agreement, the Province of B.C. discovers irregularities or non-compliance with the terms of this Agreement by the Institution, or if the Institution refuses to cooperate with or comply with a request of a Compliance Officer conducting an inspection, then the Province of B.C. 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 The Institution represents and warrants that it has authorized the signatory or signatories who have signed this Agreement on its behalf to enter into and execute this Agreement on its behalf without affixing a common seal.
- 6.02 Any notice or communication contemplated by this Agreement, shall be sufficiently given if
- (a) sent by fax to
    - (i) Province of B.C. at (250) 387-7458

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

(b) delivered by hand or mailed by prepaid registered mail to

(i) Province of B.C. at StudentAid BC  
PO Box 9173 Stn Prov Gov  
Victoria, BC V8W 9H7

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

Either of the parties may give notice to the other of a substitute fax number or address from time to time.

Any notice mailed by prepaid registered mail is deemed to be received 2 days after mailing.

- 6.03 This Agreement, including the Schedules to it, constitutes the entire Agreement between the parties.
- 6.04 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.
- 6.05 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 B.C.
- 6.06 This agreement is not assignable by the Institution.
- 6.07 The Institution is responsible and liable for the acts and failures to act of all its officers, employees, agents and sub-contractors.
- 6.08 All obligations of the Institution under this Agreement shall survive termination of this agreement and shall continue in full force subsequent to and notwithstanding such termination until and unless they are satisfied or by their nature expire.

This Agreement has been executed on behalf of the Province of B.C. 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**THE PROVINCE OF BRITISH COLUMBIA**

as represented by the Minister of  
Advanced Education and Labour  
Market Development or designate

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Institution Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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