

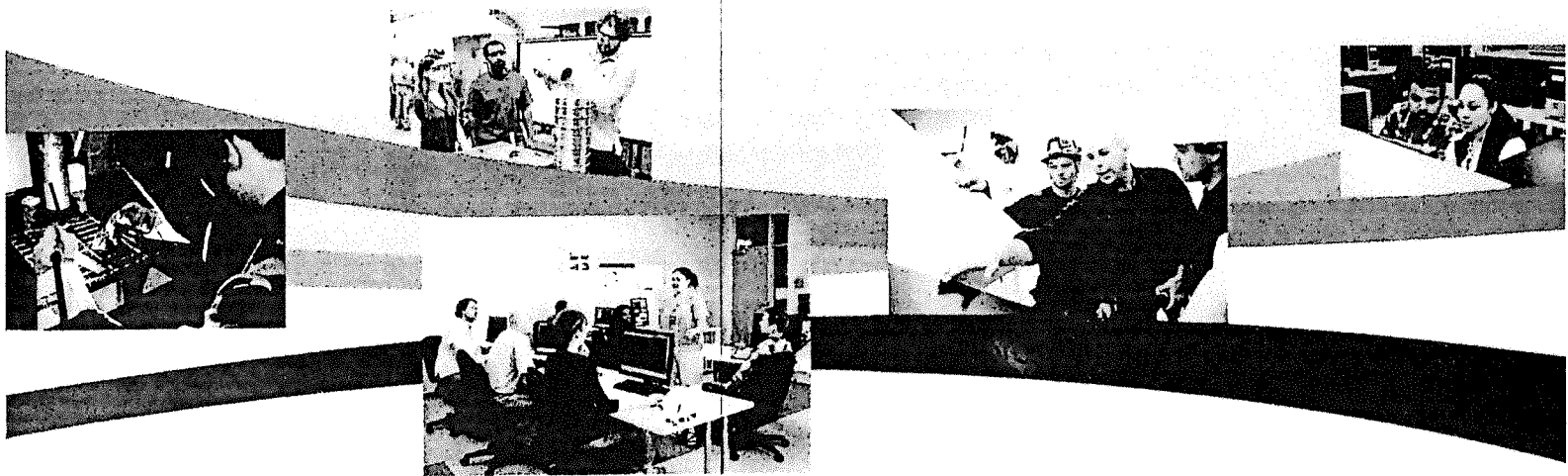
**PRIVATE LANGUAGE SCHOOL RECEIVING AGREEMENT**

**BETWEEN**

**THE ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY,  
AND  
BIR TRAINING CENTER – ENGLISH LANGUAGE INSTITUTE**

This document serves as the official agreement to allow BIR Training Center – English Language Institute graduates exemption from providing documented English language testing results for admission into Algonquin College Program(s). This agreement applies to all Algonquin College campuses and delivery methods offering **Algonquin College Programs**.

**DATED: April 5, 2017**



**ALGONQUIN  
COLLEGE**

**BETWEEN:**

**ALGONQUIN COLLEGE OF APPLIED ARTS AND TECHNOLOGY**, a corporation without share capital established pursuant to the *Ontario Colleges of Applied Arts and Technology Act, 2002*

(referred to as “**Algonquin College**”)

**AND:**

**BIR – English Language Institute**,

(referred to as “**BIR**”)

**WHEREAS:**

This Agreement has been established between **Algonquin College** and **BIR** to facilitate the admission of qualified international students from **BIR** to academic programs of study Algonquin College.

**1.0 Terms**

1.1 The term of this Agreement will begin effective **April 5, 2017** and expire on **March 31, 2022**.

1.2 The term of this agreement may, upon expiration, be renewed subject to the agreement of both Parties.

**2.0 Admissions to Algonquin College Academic Programs of Study**

2.1 Students who are referred to Algonquin College by BIR for Postsecondary programs and who have successfully completed the BIR’s English Language Test Preparation program with a passing grade of B- (2.7/4.0 GPA, 70 – 72%) will not be required to produce English exam results otherwise required for admission to Algonquin College academic programs of study requiring 6.5 IELTS or below and are not listed as a highly competitive program. For a comprehensive list of eligible programs please consult our program listing.

2.2 To ensure that BIR students meet the established English language proficiency requirements for entry into and successful completion of Algonquin College programs, Algonquin College will monitor the performance of all BIR students enrolled in Algonquin College programs as a result of this Agreement and review their performance in the academic program on a per semester basis.

2.3 BIR is required to provide Algonquin College with a BIR Program Transcript for each student applying to Algonquin College under the terms of this agreement.

2.4 All incoming student admission applications originating from BIR and covered under this agreement are subject to Algonquin College evaluations and any additional requirements in accordance with standard admission procedures at

- Algonquin College.
- 2.5 If the student meets all academic qualifications Algonquin College's International Admissions office will provide the student with a conditional Letter of Acceptance after receipt of the documentation, as detailed in 2.3. In cases where it is unclear if all required qualifications have been met, Algonquin College will notify the student of the deficiencies and request additional documentary evidence substantiating, to the satisfaction of Algonquin College, that the student has met all required qualifications prior to issuing a Letter of Acceptance.
- 2.6 Algonquin College will waive the standard \$ 95.00 CAD application fee for BIR students applying to Algonquin College academic programs of study under the terms of this agreement.
- 2.7 BIR will be set up with an Algonquin College Online Application Portal and will ensure that referred student applications are submitted through the Portal.  
<https://algonquincollege.force.com/myACint/>

### **3.0 Curriculum Changes**

- 3.1 Notice of any major changes affecting the BIR curriculum that would impact the established grade entry as noted in 2.1, must be communicated to Algonquin College within 30 days of the changes taking effect. At the determination of Algonquin College, changes to the curriculum may result in changes to the terms of admission as outlined in section 2.0.

### **4.0 Promotion and Marketing**

- 4.1 Algonquin College will inform BIR of ongoing information sessions to be held on the Algonquin College main campus in Ottawa and seasonal Open Houses which prospective students are invited to attend.
- 4.2 Algonquin College will provide BIR with a variety of marketing materials including, but not limited to, Course Calendars, Brochures and logos. It will be the responsibility of BIR to ensure that all materials are replaced with updated materials provided by Algonquin College. Production of these materials will be the responsibility of Algonquin College's International Education Centre.
- 4.3 When using Algonquin College's name or logo in promotional materials BIR will abide by Algonquin College's [branding guidelines](#).
- 4.4 Algonquin College will provide BIR with Algonquin College's international e-newsletter which highlights programs and services offered by Algonquin College International Education Centre.
- 4.5 Algonquin College, at the request of BIR and where possible and reasonable, will make presentations at organized student information sessions to promote its programs and the agreement with BIR. Costs associated with campus visits are the responsibility of Algonquin College's International Education Centre.
- 4.6 Algonquin College, at the request of BIR and where possible and reasonable, will coordinate a visit to Algonquin College for potential student applicants from BIR. In all such cases, Algonquin College will not bear any responsibility or liability for any costs or expenses associated with visits to Algonquin College by

BIR students.

4.7 BIR and Algonquin College staff are invited to visit one another's respective facilities in order to strengthen their knowledge base of one another's programs.

#### 5.0 **Agents**

Should an agent wish to be involved with the application process, and as a result be paid a commission, Algonquin College will enter into its own arrangements with the agent directly.

#### 6.0 **Dispute Resolution**

Both parties undertake to resolve any disputes on the terms of this *Agreement* by seeking friendly mutually acceptable resolutions whenever possible. In the event that such resolution is not possible, the laws of the province of Ontario, Canada will resolve any disputes.

#### 7.0 **Indemnity**

Both parties will indemnify and hold the other harmless against all claims for damages or injuries incurred as a result of negligence that is attributable to the party, its directors, officers, employees, volunteers, faculty members, teachers, coordinators, and students, solely with respect to this agreement.

#### 8.0 **Amendments**

This agreement in its entirety may be amended upon agreement by both parties with the exception of 2.1 which may be amended solely at the discretion of Algonquin College.

#### 9.0 **NOTICE**

Any notice, demand, request or other instrument required or permitted to be given under this Agreement shall be sufficiently given in writing if delivered in person, e-mailed, transmitted by facsimile machine, mailed or delivered by messenger service to the address or number specified below, will be effective when received and shall be deemed to be received, if:

- (a) delivered personally, upon delivery;
- (a) sent by post, upon certified receipt;
- (b) sent by a courier service, upon receipt; or
- (c) sent by electronic mail or facsimile on the first working day at the recipient address following the date of sending.

For

**BIR – English Language Institute:**

Feliks Kravets, Business English Manager  
BIR Training Center  
kravetsf@birtraining.edu  
Main Tele: 773.866.0111  
Direct Tele: 773.977.1432  
Facsimile No: 773.866.0113

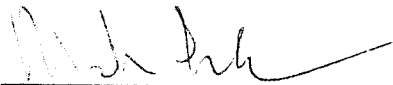
**Algonquin College:**

Ernest Mulvey, Director, International Education Centre  
Algonquin College of Applied Arts and Technology  
1385 Woodroffe Avenue, Ottawa, Ontario, Canada, K2G 1V8  
Tel: +613 727 4723 Ext.5017  
Facsimile No: +613 727-7665  
Email: mulveye@algonquincollege.com

Algonquin College and BIR officials affix their signatures as acceptance of the conditions of this agreement.

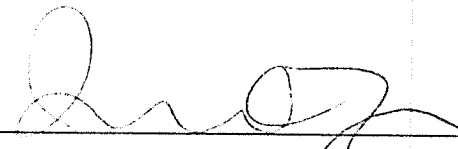
**ALGONQUIN COLLEGE**

Per: Mark Leduc, Acting Senior Vice President Academic

Signed:  Date: April 5, 2017  
Claude Brûlé,  
Senior Vice-President Academic

**BIR**

Per:

Signed:  Date: APRIL 14, 2017  
Name: IRENE ZAFON  
Title: PRESIDENT & CEO