

**MEMORANDUM OF AGREEMENT
Alberta Institution Designation Agreement**

This Memorandum of Agreement is made on _____, 20____.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA
as represented by the Minister of Advanced Education
("Minister")

- and -

Legal Name of Private Vocational Institution {if Incorporated} OR
Owner's Legal Name, operating as Name of Private Vocational Institution {if using a Trade
Name}
("Legal Owner")

WHEREAS Alberta administers financial assistance programs for post-secondary students in accordance with the *Alberta Student Financial Assistance Act*, as amended, and in accordance with agreements under the *Canada Student Loans Act* and *Canada Student Financial Assistance Act*;

AND WHEREAS the provision of financial assistance to private vocational institution students is contingent upon the institution meeting the requirements set out in Schedule 2 of the *Alberta Student Financial Assistance Regulation*;

AND WHEREAS the Government of Alberta's policy dealing with the designation of private vocational institutions for financial assistance is designed to strengthen consumer protection, encourage student choice, protect program integrity, and increase repayment rates on student loans;

AND WHEREAS the Government of Alberta is committed to providing personnel for consultation and support to post-secondary institutions in the development and evaluation of administrative processes that promote student success. This includes the distribution of materials that outline students' rights and responsibilities in repayment, programs that are available to students who are experiencing financial difficulties, and administrative materials for schools;

AND WHEREAS the post-secondary institutions and personnel are expected to focus on student success, including strategies to retain students and supports that improve their overall employability.

IN CONSIDERATION OF the Minister providing financial assistance to students registered in programs of study offered by Name of Institution ("Institution") that are licensed under the *Private Vocational Training Act*, the Legal Owner therefore agrees to the following:

1. The Legal Owner will comply with and adhere to all applicable provisions of the *Canada Student Financial Assistance Act*, the *Alberta Student Financial Assistance Act*, the *Private Vocational Training Act*, the *Freedom of Information and Protection of Privacy Act* and associated regulations, policies and procedures, as amended from time to time.
2. The Legal Owner acknowledges that any information and records maintained or exchanged under this Agreement may be subject to the privacy and access provisions of the *Freedom of Information and Protection of Privacy Act*. Should the Minister receive a request for any of those records, the Legal Owner shall forward the records, at the Legal Owner's expense, to the Minister within 5 business days from the official notification by the Minister. The Legal Owner agrees to retain all such records for at least one year after this Agreement expires or is terminated
3. The Legal Owner shall not, in its advertising dealing with vocational training,
 - (a) make reference to the fact that funding has been or may be issued to the Institution's students by the Minister as a recruiting tool, or
 - (b) refer to the Minister, the Government of Alberta or any department of the Government of Alberta other than by the use of the words "vocational training licensed under the *Private Vocational Training Act*"unless the advertisement is approved by the Minister.
4. The Legal Owner will define and publish its tuition refund policy with respect to its licensed programs as set out in the *Private Vocational Training Regulation* in applicable official school materials, such as student handbooks, application packages and/or student contracts.
5. The Legal Owner will provide information concerning a student's academic performance and/or mailing address when requested by the Minister, and will ensure that it has the necessary authority to do so in accordance with the *Alberta Freedom of Information and Protection of Privacy Act*. Upon providing this information to the Minister, the Minister shall ensure that said information is handled in accordance with the requirements of *Freedom of Information and Protection of Privacy Act* and applicable policies and guidelines dealing with the protection of personal information.
6. If a student withdraws from full-time studies or changes to part-time studies, as defined by the *Canada Student Financial Assistance Regulation* and *Alberta Student Financial Assistance Regulation*, the Legal Owner:
 - (a) will notify the Minister of the date of withdrawal or change to part-time studies in accordance with "The Withdrawal From Full Time Studies" section of the "Educational Institution Procedures" manual.
 - (b) will refund any unused portion of tuition calculated in accordance with the requirements of the *Private Vocational Training Regulation* to the service provider holding the student's loan, within 30 business days of the date of withdrawal in accordance with the requirements of the *Private Vocational Training Regulation* in the manner set out in the Institution's procedures manual,

- (c) If the student does not attend classes for 5 consecutive business days and has not notified the Institution of his or her withdrawal, the Institution will consider the student as having withdrawn effective the first day of absence and shall notify the Minister in accordance with this section.
7. The Legal Owner will provide the Minister with the names and sample signatures of staff that are responsible for confirming registration, signing cheque registers, or signing loan documents, and sample signatures of those authorized to sign on their behalf, as outlined in Schedule A which forms part of this Agreement. The Legal Owner is responsible for all activities of these signing authorities as they pertain to the performance of this Agreement and the provision of student financial assistance in accordance with the *Canada Student Financial Assistance Act*, *Alberta Student Financial Assistance Act*, the *Private Vocational Training Act*, the *Freedom of Information and Protection of Privacy Act* and their associated regulations, policies and procedures as amended from time to time. The Legal Owner must, immediately prior to revocation, advise the Minister, in writing, of the names of those persons whose signing authority is revoked and the date upon which such revocation becomes effective.
8. The Legal Owner will allow the Minister's staff on its premises and will cooperate with them, for the purpose of an audit of all the Institution's records to determine its compliance with this Agreement, the *Canada Student Financial Assistance Act*, the *Alberta Student Financial Assistance Act*, the *Freedom of Information and Protection of Privacy Act* and their associated regulations, policies and procedures, as amended from time to time.
9. The Legal Owner may be required to reimburse the Minister for the reasonable cost of any audit, including a forensic audit that the Minister may deem necessary for accountability purposes and where the Legal Owner is found to be in breach of the *Private Vocational Training Act*, but not including routine compliance audits.
10. The Minister may limit, withdraw or refuse to provide financial assistance to students registered in courses of study or programs at the Institution if, in the opinion of the Minister,
- (a) the loan repayment rate of the Institution's former students is not maintained at an acceptable level;
 - (b) the employment placement rate of the Institution's graduates and/or the graduation rate of students registered in the Institution is not maintained at an acceptable level;
 - (c) some of the practices or activities carried on by the Institution are not outlined in or are contrary to the student enrollment contract, published rules and regulations and/or stated policies of the Institution;
 - (d) that such action is necessary for the proper administration of the student financial assistance program such as withdrawal of financial assistance for a program on an industry-wide basis; or
 - (e) the Institution fails to comply with this Agreement.

11. The Parties, including their respective employees, agents and subcontractors, shall treat any information acquired, disclosed or exchanged as a result of this Agreement in strict confidence and with the care and security required to ensure that this information is not disclosed or made known to any person except in accordance with the requirements of the Alberta *Freedom of Information and Protection of Privacy Act*.
12. The Legal Owner agrees to 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 it is legally responsible, including those arising out of negligence or willful acts by the Legal Owner, its employees or agents.
13. The Legal Owner shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta *Insurance Act*, 1999 cI-3, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Evidence of such insurance, in a format acceptable to the Minister, shall be made available upon request.
14. This Agreement is governed by the laws and courts of the Province of Alberta. The terms and conditions of this Agreement are severable to the extent that any one which 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.
15. Time is of the essence in this Agreement.
16. The Legal Owner shall be entitled to rely upon positions taken by and directions received from the Minister's representative and shall have no obligation to seek further assurances or confirmation from the Minister regarding a position taken by or a direction received from the Minister's representative. The Director, Portfolio Management, Accountability and Oversight, is the Minister's representative.
17. The Minister shall be entitled to rely upon positions taken by and directions received from the Legal Owner's representative and shall have no obligation to seek further assurances or confirmation from the Legal Owner regarding a position taken by or a direction received from the Legal Owner's Representative. **Name of Institution's Representative** is the Legal Owner's representative.
18. A waiver of a breach of a term of this Agreement shall not bind the party giving it unless it is in writing. A waiver which is binding shall not affect the rights of the party giving it with respect to any other or future breach.
19. Each party warrants that it has the authority to enter into this Agreement and that this Agreement does not contravene any law or contract to which it is subject.
20. The Legal Owner shall not assign this Agreement without the prior written consent of the Minister.

- 21. This Agreement contains the entire agreement of the parties concerning the subject matter of this agreement and no other understanding or agreement, verbal or otherwise, exist between the parties.
- 22. The parties shall not change this Agreement except by written agreement.
- 23. The parties shall continue the performance of their respective obligations during the resolution of any dispute or disagreement, including during any period of arbitration, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 24. Notwithstanding any other provisions of this Agreement, Sections 11, 12 and 13 shall survive this Agreement and shall continue to bind the parties.
- 25. This Agreement shall come into effect on the date at the beginning of this Agreement and shall remain in effect until one of the parties gives the other party 50 (fifty) days' written notice, or such additional time as may be required, of its intention to terminate this Agreement.

THIS AGREEMENT HAS BEEN EXECUTED by the parties as of the date at the beginning of this Agreement.

Owner's Name, Legal Owner of Name of Institution

HIS MAJESTY THE KING IN RIGHT OF ALBERTA as represented by the Minister of Advanced Education

Name

Name

Title

Executive Director, Student Aid

Title

Legal Owner's Signature

Per: Minister

Witness

Witness

This is Schedule A to Agreement Number: _____ between HIS MAJESTY THE KING IN RIGHT OF ALBERTA as represented by the Minister of Advanced Education and **Owner's Name**, Legal Owner of **Name of Institution** and forms part of this Agreement.

SCHEDULE A

Signatures of the Institution's Appointed Officials

I, **Owner's Name, Legal Owner of Name of Institution** confirm that:

1. The Institution staff identified below have authority to confirm registration, sign cheque registers, and/or sign loan documents for students attending **Name of Institution**, and that these responsibilities will be carried out in accordance with the requirements of the Learner Funding Program.
2. The signatures appearing immediately below is (are) that of the official(s) appointed by the Legal Owner to provide counseling to students, supervise and administer the Institution's role in the Alberta Student Loans Program, and to sign loan documents issued in accordance with the *Canada Student Financial Assistance Act*, and the *Alberta Student Financial Assistance Act*.

Signature _____

Name (printed) _____

Position Title _____

Signature _____

Name (printed) _____

Position Title _____

Signature _____

Name (printed) _____

Position Title _____

Signature of Legal Owner

Date