CANADIAN COLLEGE OF
TRADITIONAL CHINESE MEDICINE

Domestic and International Student Enrolment Contract

Date: YYYY/MM/DD

Address: Unit # / Street Address

City / Province / Postal Code

Student Name: First Name Last Name

We are pleased to offer acceptance and admittance to the Canadian College of Traditional Chinese Medicine (the "College", "we" or "us") as an *International Student* ("Student").

Program:

Program Start Date:

Program End Date:

Length of Program:

Credential Awarded:

Admission Requirements:

Hours of Instruction, Laboratory Participation, and Clinical Placement:

Program Modules and Requirements for Successful Completion:

Program Tuition and Fees: All fees payable in relation to the program, including tuition, compulsory fees, international student fees, and any fees for books, expendable supplies, uniforms, equipment, field trips, professional exams, and administration, together with the time and amount of each payment, are set out in Schedule "A".

Enrolment

1) As a *Student*, your instructors will include various college faculty. Your program of study will include, but is not limited to:
    a) Working with the instructors to learn various methods and practices of Traditional Chinese Medicine. The curriculum will be set in advance by the instructors and may change or be amended from time to time.
    b) Instruction may include a practical component where you will gain real life practical experience with patients. You agree that any interaction with patients requires your utmost respect, professionalism, and confidentiality. The practical component of the course depends on patient availability and may change from time to time.

c) You will be given prior notice to any changes in the program.

2) If for any reason the College determines that you are not suitable for instruction under the programs offered, it may dismiss and cancel your enrolment. Any tuition reimbursement will be in accordance with the section, "Tuition Refunds".

Tuition Refunds

1) Tuition is assessed, and refunds are calculated, by semester. A semester is 12 to 15 weeks as published in the Academic Calendar and ends on the later of the date of the final examination and the last day of classes. Earned tuition is the portion of a semester's tuition fees corresponding to the portion of the semester that has been delivered as of the effective date of withdrawal. Unearned tuition is the remainder.

2) **Rescission.** The student may rescind this contract by written notice within two days of signing and receive a full refund of all fees paid, with no deduction.

3) **Non-commencement.** If the student notifies the College that they do not intend to begin the semester, or does not attend during the first ten consecutive days of the semester, the College will promptly refund all tuition fees paid for that semester, less an administrative fee of up to $500.

4) **Withdrawal before the midpoint.** If the student withdraws before 50 per cent of the semester has been delivered, the College will promptly refund all unearned tuition fees for that semester, less an administrative fee of up to $500.

5) **Withdrawal after the midpoint.** If the student withdraws after 50 per cent or more of the semester has been delivered, no refund of tuition fees for that semester is payable. Fees paid or payable for any subsequent semester for which the student has registered but which has not commenced will be refunded in full.

6) **Program discontinuance or suspension.** If the College discontinues or suspends the program, the College will promptly refund all unearned tuition fees. If the program is discontinued or suspended before the first day of the semester, the College will refund all tuition fees paid for that semester. No administrative fee applies under this section.

7) **Study permit refusal.** If Immigration, Refugees and Citizenship Canada refuses the student's study permit or study permit extension, the College will refund the tuition fees paid for the semester affected by the refusal, less an administrative fee of up to $500. Fees for previously completed semesters are not refunded.

8) **Effective date.** Withdrawal takes effect on the date written notice is received by the Registrar's Office using the Program Withdrawal Form. Where the student is expelled or dismissed in accordance with College policy, the date of expulsion or dismissal is the effective date. Refunds are calculated as of the effective date without regard to class attendance.

9) **Timing and method.** All refunds are made promptly, and in any event within 30 days of the effective date, to the person who paid the fees, by the original method of payment where practicable. Where fees were paid by a sponsor, funding agency, or scholarship, refunds attributable to those payments are returned to the payor in accordance with the applicable funding agreement.

10) **Trust fund.** Unearned tuition fee revenue is held in trust by the College in accordance with section 10 of Ontario Regulation 279/02 under the *Post-secondary Education Choice and Excellence Act, 2000*, and the College's Tuition Fees and Refund Policy. The College applies these trust fund requirements to all of its programs. If the student has made a written demand for a refund to which the student is entitled and the refund is not paid within 30 days of the demand, the student may apply to the trustee to have the refund paid directly from the unearned tuition held in trust for the student.

11) Where tuition fees for a semester have not yet been collected, the College is not responsible for refunding more than has been collected to date and the student remains responsible for any earned tuition that has not been paid.

12) If the College has received fees in excess of the amount it is entitled to under the student contract, the excess amount must be refunded.

13) Where a student did not meet the College and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, the College must refund all tuition and fees paid under the contract, less the applicable non-refundable student application or registration fee.

14) Where a student withdraws or is dismissed from their program, they are entitled to 100% refund of any as-yet to be received consumables that have been pre-paid.

15) Where a student withdraws or is dismissed from their program after receiving technical equipment from the College free of charge:

    (a) The student must return the equipment unopened or as issued within 14 calendar days; and

    (b) If the student fails to return the equipment as set out above, the College may deduct the reasonable cost of the equipment from any amount to be refunded to the student.

Progress Review

1) From time to time we will conduct a progress review with you and discuss your progress and expectations going forward.

2) You agree to attend classes within the set class schedule of the College and will cooperate with the schedule as set by the College staff.

Accreditation

1) Upon completion of your program of study, you will be trained in, and have knowledge of, Traditional Chinese Medicine.

2) The College does not guarantee any type of further accreditation by any governing or licensing bodies, including the Pan-Canadian Traditional Chinese Medicine Practitioners.

3) Any accreditation desired by the Student is solely the Student's responsibility.

4) The Student should not expect any licensing or accreditation based solely on completion of this Program of Study.

5) The College is exempt from the Ontario Career Colleges Act, 2005, as amended from time to time.
6) The Student will be eligible to write the Pan-Canadian Traditional Chinese Medicine licensing exams upon completion of the appropriate program.
7) The Student must complete 540 supervised clinic hours if you enrol for the Diploma of Acupuncture program; whereas 900 supervised clinic hours for the Diploma of Traditional Chinese Medicine program in order to graduate.

Passport and Study Permit

1) The College will not retain or withhold your passport, study permit, or any similar document under any circumstances.

Confidentiality

1) In the course of your studies you will be entrusted with confidential information concerning the College's business, its patients, students, and vendors. You agree that you will not disclose such confidential information to any third parties.
2) By signing below, you understand and agree that all information you receive in the course of studying with the College that does not relate to your training specifically, will be kept confidential by you and you will not disclose it to any third party or use it for any purpose, either during the term of your studies with the College or after the completion of your relationship with the College, except as required by law upon notice to the College or otherwise with the written agreement of the College. You will take precautions to prevent the inadvertent disclosure of passwords and other confidential information.
3) All notes or other materials containing or in any way relating to any of the information you receive in the course of working with the College belong exclusively to the College. In particular, you agree that the methodologies, relationships, strategies, pricing, marketing, and other documents provided to you by the College contain valuable intellectual property of the College. You will not disclose to any other person or use any such documents or information with any other person, including any other clients or employers for whom you provide services. You agree not to take or keep with you any such documents or information after the termination of this agreement with the College.
4) Any information you may receive during your time in the Student Clinic, including as a Student Practitioner, is to remain completely confidential. You agree that you will not disclose such confidential information to any third parties, and that any patient information is to remain completely confidential.

Your Obligations

1) If students act in any way which in our opinion is likely to cause any harm or nuisance to any person in the classroom, you will be required to leave the classroom and we shall not be liable for damage caused. Any tuition refund is determined under the section "Tuition Refunds".

2) Students must comply at all times with the health and safety policy of the classroom. Students must comply with all requests from us or the classroom with regard to health and safety and failure to do so will result in students being asked to leave the classroom. Any tuition refund is determined under the section "Tuition Refunds". Students may not bring any equipment or items of a hazardous or dangerous nature to the classroom.

3) Students shall not cause any damage to any part of the classroom (including outside areas, and all inside walls, flooring, fixtures and fittings). Students are solely liable for any damage caused to any such area of the classroom and shall fully reimburse to College in relation to any damage caused.

4) Students must keep their personal belongings with them at all time period, the College accept no liability for any damage, loss, or theft of any of their belongings or other items brought to the classroom by the students.

Limitation of Liability

1) Whilst every reasonable precaution is taken by the College to ensure security and safety in school including the classroom and all common area, we shall not in any way be liable for any injury, loss or damage suffered by students whatsoever in relation to the program.

2) The College shall not be liable for any injury, loss or damage caused in any activities outside of the College.

3) The College's total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by the students for the program and we shall not in any circumstances be liable to students for any consequential loss whatsoever.

Discrimination & Harassment

1) Unacceptable discrimination, including racism, sexism, ableism, ageism, homophobia and transphobia, has no place in our College.

2) The College has adopted a zero-tolerance policy toward discrimination and all forms of unlawful harassment, including but not limited to sexual harassment. This means that no form of unlawful discriminatory and harassing conduct by or towards any student, school staff, or other person in our school will be tolerated.

3) Any student, officer, director, manager who engages in prohibited discrimination or harassment will be subject to discipline, up to and including immediate discharge from program and employment, or removal from leadership for a first offense.

Academic Integrity

1) No student shall submit the words, ideas, images, or data of another person as the student's own in any academic writing, essay, thesis, project, assignment, presentation or poster in a course or program of study.

2) Students shall not communicate exam information or answers during or following an exam.

3) Students are expected to be honest and ethical in their academic work. Evidence of academic dishonesty in any course may result in a grade of "F" on the examination/assignment that involved cheating and/or an "F" in the course.

Policies

1) You acknowledge receipt of, and agree to comply with, the College's policies as published in the Student Handbook, the Academic Calendar, and on the policy page of the College website, including the Tuition Fees and Refund Policy, the Student Rights and Responsibilities Policy, the Academic Integrity Policy, and the Student Dispute Resolution Policy.
2) The refund schedule in the section "Tuition Refunds" applies the schedule in the College's Tuition Fees and Refund Policy. If this contract and that policy conflict, the term that is more favourable to the student applies. Where a ministerial consent, Ontario Regulation 279/02, or other applicable law sets a stricter requirement for the program, that requirement applies.

Entire Agreement

1) This agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
2) This agreement, together with the policies referred to in the section "Policies", constitutes the entire agreement between the parties mentioned hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties.
3) No change or modification to this offer will be valid unless it is in writing and signed by both parties.
4) No waiver of any provision of this agreement constitutes a waiver of any other provision.

* * *

By signing in the space below, you accept all terms and conditions contained in this document. You also acknowledge that you have read this contract, that you have received a copy of it, and that you have received a copy of the Tuition Fees and Refund Policy and the College's statement of student rights and responsibilities (the Student Rights and Responsibilities Policy). Please retain a copy for your records.

Per: _____

Director

Student Signature: _____

Student Name

Date:

I, _____, hereby agree to the terms and conditions of this International Student Enrolment Contract set out above.

International Student Consent Form

Notice of Collection of Personal Information and Consent

(Ontario Ministry of Training, Colleges and Universities)

International students seeking a study permit to attend a postsecondary learning institution in Ontario must attend a postsecondary institution designated by Ontario for the purposes of the Immigration and Refugee Protection Regulations (Canada). This is often referred to as the International Student Program ("ISP").

Under the ISP, private postsecondary institutions are designated by Ontario on an annual basis. As a result, private postsecondary institutions that wish to remain designated apply for designation annually.

At the time that you are asked to read and sign this document, you are (1) applying to be enrolled in an institution that is applying for designation for the first time, (2) applying to be enrolled in a designated institution, or (3) enrolled in a designated institution. If you are enrolled in an institution that is currently designated, the institution may be applying for further designation annually.

When reviewing an institution's application for designation under the ISP, Ontario's Ministry of Training, Colleges and Universities (the "Ministry") conducts a site assessment to verify the information in the institution's application with respect to its educational policies and procedures. The Ministry may also monitor institutions that are designated to determine whether those institutions are complying with the terms and conditions of designation.

As part of the site assessment and the Ministry's ongoing monitoring of designated institutions, the Ministry reviews a representative sample of student and prospective student records, such as student and prospective student contracts, registration forms, records of enrollment, documents pertaining to academic assessment and progress, and other documents contained in the student or prospective student file. The Ministry also may need to make copies of student and prospective student records in order to complete its review of the institution's (1) application for designation or (2) ongoing compliance with the terms and conditions of designation.

Your consent is requested to allow the Ministry to access the personal information you have provided to the institution that may be contained in your student records. Without your consent, the Ministry cannot access your records as may be required in order to assess the institution's application for designation or ongoing compliance with designation conditions.

The Ministry collects and uses this information under the authority of ss. 38(2) and 39(1)(a) of the Freedom of Information and Protection of Privacy Act and the Immigration and Refugee Protection Act (Canada) and its Regulations. Questions about the collection, use and disclosure of this information may be addressed to:

> Manager, Operations and Projects Unit
> Private Career Colleges Branch
> Ministry of Training, Colleges and Universities
> 77 Wellesley Street West, P.O. Box 977
> Toronto, Ontario M7A 1N3
> 416-314-0500 or ISP@ontario.ca

CONSENT

By signing below, I hereby consent to: (check boxes that apply)

- ☐ the Ministry's collection of my personal information from the institution at which I am enrolled or applying to be enrolled for the purposes of assessing the institution's current and future applications for designation under the International Student Program
- ☐ the Ministry's collection of my personal information from the institution at which I am enrolled or applying to be enrolled for the purposes of assessing the institution's ongoing compliance with the terms and conditions of designation, if it is designated by Ontario

Name:

Signature: _____ *Date:* _____

For students under 16 years of age, the parent or guardian must also sign:

Name:

Signature: _____ *Date:* _____