

Custodial Guardianship Agreement

First Choice International Placement Inc.

I/We, the parents/legal guardians of the minor-aged child named below, hereby appoint a representative of *First Choice International Placement Inc.* to serve as our child's custodial guardian and to monitor our child's overall safety and well-being as an unaccompanied minor studying in Canada.

Student's Information

First/Given Name(s): _____ Surname/Last Name(s): _____

Gender: Female Male Non-Binary Date of Birth: _____ (day) _____ (month) _____ (year)

Parent #1 Information

First/Given Name(s): _____

Surname/Last Name(s): _____

Date of Birth: _____ (day) _____ (month) _____ (year)

Parent #2 Information

First/Given Name(s): _____

Surname/Last Name(s): _____

Date of Birth: _____ (day) _____ (month) _____ (year)

Parent and/or Legal Guardian Affirmations

Medical Emergencies: I/We consent to all emergency medical or dental treatment including inoculations, general or local anaesthetic, surgery or blood transfusions which, in the opinion of a qualified doctor, are medically necessary for the child's immediate safety and well-being.

Minor Ailments: I/We consent to the administration of medications such as paracetamol, cough medicine, eye drops, and other medications that are normally sold over the counter by a pharmacist for treatment of minor ailments taking into account medical information supplied to the guardian.

Transportation: I/We consent to child travelling by any form of public transportation and/or a private motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle in British Columbia.

Extra Curricular Activities: I/We consent to the child taking part in any planned activities involving supervised sporting or leisure activities including, but not limited to, swimming, hiking, skiing, snowboarding, boating, amusement rides, etc.

Following is a list of medically significant conditions, allergies and/or dietary considerations that either currently or have historically affected the child:

Having read and understood the above-noted *Parent and/or Legal Guardian Affirmations* above and having read, understood, and initialed the attached *Statement of Terms and Conditions for Custodial Guardianship* I/we agree to abide in accordance with these affirmations, terms and conditions.

Parent #1 Signature: _____ Date: _____

Parent #2 Signature: _____ Date: _____

Please read the attached *Statement of Terms and Conditions for Custodial Guardianship* and then sign and forward this completed agreement by email to registrar@myfci.ca



First Choice International Placement Inc.

233 1st Street West, Suite 340, North Vancouver
British Columbia, Canada, V7M 1B3

Phone: +1 604-984-0868 Fax: +1 604-984-2373
info@myfci.ca www.myfci.ca

Statement of Terms and Conditions for Custodial Guardianship

1. Definitions

- 1.1. "FCI" means First Choice International Placement Inc.
- 1.2. "Parents" means the parents or legal guardians of the Student.
- 1.3. "Student" means the student to whom this agreement relates.
- 1.4. "School" means the school at which the Student is placed for the time being.
- 1.5. "Host Family" means any host family with whom the Student is living during the Program.
- 1.6. "Dormitory" means any on-campus accommodation offered by a School.
- 1.7. "Program" means the monitored guardianship services offered by FCI.

2. Obligations and Responsibilities of FCI

- 2.1. To undertake, subject to the provisions of Paragraph 3.2., responsibility for the Student on behalf of the Parents during the term of the Program and, where appropriate, to exercise its discretion on behalf of the Parents where consents are required from the School or other entities for actions undertaken by the Student.
- 2.2. To liaise with the School on behalf of the Parents throughout the duration of the Program.
- 2.3. In the case of a Student residing off-campus, to ensure that suitable homestay accommodation is provided for and, in the case of a Student residing on-campus, to ensure that suitable dormitory accommodation is provided for the duration of the Program, subject to payment of the associated accommodation fees by the Parents.
- 2.4. To liaise with the Parents, the School and, where applicable, the assigned Host Family concerning the ongoing welfare of the Student during the Program.
- 2.5. To arrange transport for the Student between the point of arrival or departure in Canada and the Homestay and/or School subject to payment of the associated transportation fees by the Parents.
- 2.6. For unaccompanied travel by the Student, FCI will take all reasonable steps to:
 - 2.6.1. Ascertain from the Student where and when the Student intends to travel;
 - 2.6.2. Forward information regarding the Students travel plans to the Parents for review and approval; and
 - 2.6.3. Take reasonable steps to secure or provide documentation pertaining to the Student's status in Canada in order to minimize potential risk to the Student.

3. Obligations and Responsibilities of the Parents

- 3.1. To confirm that they are the persons legally and properly entitled to act as Parents or Legal Guardians of the Student.

- 3.2. To delegate their parental authority to FCI for the duration of the Program.
- 3.3. To release FCI from all such duties during times when the Student is under the direct control of the Parents or is absent from the assigned homestay accommodation or dormitory residence for purposes not sanctioned by FCI, in particular for purposes arranged by the Student and/or the Parents directly.
- 3.4. To provide all necessary information related to the Student to enable FCI in carrying out its duties and obligations.
- 3.5. To authorize FCI to delegate such parental powers and duties where necessary to the School and/or the assigned Host Family to such an extent as FCI thinks fit.
- 3.6. To ensure that the Student complies with all rules, regulations, terms and conditions of FCI and to ensure that all other reasonable requirements are met and, if required by FCI, to provide written acceptance of its rules, regulations, terms and conditions.
- 3.7. To ensure that the Student continues to reside in the assigned Homestay or Dormitory accommodation approved by FCI for the duration of Program or until the Student reaches the age of majority in British Columbia.
- 3.8. To confirm any current and/or emerging medical conditions of the Student and to confirm that the Student has no allergies or conditions which would affect the Student receiving medical treatment other than those disclosed separately in writing by the Parents. FCI may at its discretion attempt to obtain consents from the Parents for serious or emergency medical treatment but this may not be possible, whether because of language difficulties, shortage of time or otherwise. However, the Parent agrees to release FCI from any obligation to obtain any such consent if the Parents are unreachable.
- 3.9. To ensure that all Program fees are paid in full and in a timely manner.
- 3.10. To not act in such a way as to prevent FCI from carrying out its obligations under this Agreement in a proper and reasonable manner.
- 3.11. To release FCI, the assigned Host Family, and/or the School from any liability associated with the loss of or accidental damage to the Student's belongings. It is advisable that the Parent's take out insurance to cover the Student's belongings.
- 3.12. To indemnify FCI against all costs, claims and other losses which may arise during FCI's reasonable exercise of its duties or any discretion of authority given to FCI by virtue of this Agreement.

Parent's initials: _____



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4. Termination

- 4.1. Either FCI or the Parents may terminate this Agreement by giving to the other party at least 30 day's written notice. Termination of this Agreement by the Parents will only be finalized after FCI receives notarized documentation indicating that an alternative Custodial Guardian has been assigned to the Student by the Parents.
- 4.2. In the event the Student is expelled from the School in accordance with its rules and regulations FCI shall immediately be released from its obligations to the Parent or the Student under the terms of this Agreement and the Parent shall not be entitled to any refund of fees. Any fresh arrangement for the Student following expulsion must be the subject of separate negotiation between the Parents and FCI.
- 4.3. In the event the Student has not been expelled by the School but has acted in a way that is deemed unacceptable to FCI, FCI may terminate this Agreement forthwith by giving notice in writing to the Parents. FCI shall then be immediately released from all its obligations to the Student under the terms of this Agreement and any prepaid fees shall be refunded in accordance with FCI's posted refund policy.
- 4.4. In the event that the Parent needs to cancel or delay the Student's arrival, written notification is required. Refunds will be paid in accordance with FCI's posted refund policy.

5. Change of School

- 5.1. FCI will act in accordance with any reasonable requirement of the Parents in connection with any change of school for the Student and FCI will not transfer the Student to another school without the written consent of the Parents.

6. Canadian Law

- 6.1. This Agreement and any agreement with the School and/or the assigned Host Family and any other matters relating to the Program shall be subject to Canadian Law and the Parents undertake to submit to the jurisdiction of Canadian Courts in respect of any matters arising out of any of them. The Parents acknowledge that Canadian Law may be different from the law of their own country, e.g. in respect of discrimination based on race or sex.

7. Exclusion of FCI's Liability

- 7.1. As the School will be selected only with the consent of the Parent, FCI cannot accept any responsibility for any acts or omissions of the School related to the Student.
- 7.2. While FCI will ensure that proper care is taken in selecting the Student's assigned Host Family, FCI cannot accept responsibility for the actions of the Host Family in relation to the Student.
- 7.3. While FCI will be pleased to assist the Student and the Parents in obtaining any visas and any other entry or re-entry documents which may be required by the Student or in complying with any statutory entry or re-entry

requirement, FCI cannot accept any responsibility for such matters and any legal responsibility shall rest with the Parents.

- 7.4. FCI cannot accept any responsibility for acts carried out in exercising its powers and duties under this Agreement or any omissions related thereto, except insofar as such acts or omissions are in contravention of this Agreement.
- 7.5. For the avoidance of doubt, FCI cannot accept any responsibility to the School or the Host Family for any acts or omissions of the Student and it is recommended that each Party carry sufficient third party insurance.

8. General

- 8.1. In the event of any provisions of this Agreement being held to be void or unenforceable such provision shall be deemed to be severable so that the remaining parts of this Agreement shall remain in full force and effect to the exclusion of the void or unenforceable provision.

Parent's initials: _____



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