

PLEASE READ THE FOLLOWING CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO RELEASE CONESTOGA STUDENTS INC. FROM ANY CLAIMS RELATED TO THIS MATTER AND WAIVING ANY LEGAL RIGHTS YOU MAY HAVE, INCLUDING THE RIGHT TO COMMENCE A LAWSUIT AGAINST CONESTOGA STUDENTS INC.

ENGAGEMENT AGREEMENT FOR ACADEMIC APPEALS
(the “**Agreement**”)

BETWEEN:

Conestoga Students Inc.

(“**CSI**”)

-and-

[NAME OF STUDENT]

(the “**Student**”)

WHEREAS CSI is a not-for-profit corporation, duly incorporated under the *Canada Not-for-profit Corporations Act* (2009);

WHEREAS CSI provides its student members with guidance, education and advice through its academic appeals service;

AND WHEREAS the Student wishes to retain CSI to assist them with their academic appeal at Conestoga College, specifically for the matter described in the submitted intake form, dated as of today’s date.

NOW THEREFORE, in consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the parties agree with one another as follows:

1. CSI shall provide guidance, education and advice on the academic appeal process at Conestoga College to the Student (the “**Services**”). However, the Services shall be limited to guidance, education and advice only, and CSI shall not represent the Student throughout the academic appeals process toward the College.
2. The Student **UNDERSTANDS** that any advice provided by CSI may not be free of errors and omissions.
3. The Student **ACKNOWLEDGES** that College student academic appeals are unpredictable, that CSI does not control the appeals process and that CSI is not responsible for the outcome of any appeal process.

4. The Student **UNDERSTANDS** that an academic appeal must be commenced within 5 business days of receiving an academic decision.
5. CSI **AGREES** to make every effort to respond to the Student's inquiry within 2 business days. However, CSI cannot guarantee a response in that time frame.
6. The Student **AGREES** that they should **NOT** delay in engaging CSI and that the Student shall **NOT** delay their appeals process because they are waiting for a response from CSI.
7. The Student **ACKNOWLEDGES** that they are responsible for conducting their own research on College student appeals and that they shall **NOT** solely rely upon CSI.
8. The Student **CONFIRMS** that they have read the following documents, created by Conestoga College:
 - a. the [Academic Dispute Resolution and Appeal Procedure](#); and
 - b. the [Academic Dispute Resolution and Appeal Policy](#).
9. The Student **ACKNOWLEDGES** that for CSI to perform the Services, they may need to disclose to CSI confidential and/or sensitive information (the "**Confidential Information**"). Confidential Information shall mean all information disclosed by the Student to the CSI, which is non-public and either proprietary, personal information or confidential in nature. CSI shall only use the Confidential Information in furtherance of its performance of the student advocacy services, and not for any other purpose or for the benefit of any third party. CSI will safeguard the Confidential Information by requesting only relevant information that may be necessary to provide appropriate support and referral options. The Confidential Information shall be kept with CSI for 5 years after the Student's file is closed. Thereafter, the Student's Confidential Information shall be destroyed. If the Student has any questions or concerns about confidentiality and privacy, they may contact CSI at csi@conestogac.on.ca.
10. CSI reserves the right to stop assisting the Student if:
 - c. they fail to respond to CSI's emails within 2 weeks;
 - d. they mislead CSI or act dishonestly; and
 - e. their actions do not comply with the College's [Student Rights and Responsibilities](#).
11. The Student **AGREES** to treat CSI staff respectfully, as defined in the [Student Rights and Responsibilities](#).
12. The Student further **UNDERSTANDS** that Academic Appeal Services is not responsible for a delay in the process and/or the outcomes of appeals if they breach their responsibilities under the [Student Rights and Responsibilities](#), the [Academic Dispute Resolution and Appeal Procedure](#) or the [Academic Dispute Resolution and Appeal Policy](#).

13. The Student **AGREES** to hereby release and forever discharge CSI, its parent, affiliates, subsidiaries, officers, directors, agents and employees from any and all claims, actions, liabilities, complaints and damages related to the Services, including any remedies which may exist in law including, without limiting the foregoing, any claim under the *Negligence Act* (Ontario), the *Canada Not-for-Profit Corporations Act*, the *Human Rights Tribunal of Ontario* or any other similar successor legislation, and at common law.
14. The Student **ACKNOWLEDGES** that they have had ample opportunity to review and consider this Agreement, that they fully understand the provisions hereof and have had the opportunity to seek legal advice in connection with this Agreement.
15. The Student and CSI **AGREE** that this Agreement shall be governed and construed in accordance with the laws of Ontario.

[INSERT ELECTRONIC SIGNATURES FOR CSI AND THE STUDENT]