EDUCATION AGENT AGREEMENT

Australian International College Pty Ltd trading as Australian International College (ABN No: 17 122 041 267) (hereinafter called the “Provider”) hereby authorizes (hereinafter called the “Agent”) to act as an Agent to recruit international students on behalf of Australian International College. References in this agreement to the Agent refer to the Agent, the Agent’s employees, the Agent’s subcontractors and any person or legal entity providing services to overseas students on behalf of the Agent.

1.0 Responsibilities of the Agent

1.1 As an authorized Agent for the Provider, the Agent agrees to the following:

- To promote the Provider and its courses to prospective students,
- To supply market information to the Provider as required,
- To obtain prior written approval from the Provider for any publication, advertising promotional material produced in which Trading Name’s name and / or logo are used.
- To inform the Provider well in advance the number of students being sent to enable the college to adjust its resources as is required.
- To ensure that fees will be paid upfront

1.2 The Agent agrees to receive and process applications, including the following:
- To interview, counsel and screen prospective students, who are interested in applying for courses at the Provider.
- To guarantee that all information supplied to prospective students is true and accurate,
- To recommend suitable applicants for consideration and acceptance by the Provider.
- To facilitate completion of the official Provider application form, including complete documentation and certification of copies of original documents to support the application,
- To ensure that all forms and documents are promptly and quickly transmitted to the Provider,

1.3 The Agent agrees to use the Institute website to regularly access current information provided to prospective students. This information includes the Student Prospectus and Application Form

1.4 To advise and assist prospective students in paying tuition fees and other fees as required, obtain student visas and make travel and accommodation arrangements.

1.5 The Agent will advise prospective students during the initial interview of the support services provided by the Agent and the corresponding charges, if any.

1.6 The Agent will inform the Provider of the support services offered to prospective students and associated charges.

1.7 The Agent agrees to abide by all requirements of the Agent Code of Conduct that forms part of this agreement.

1.8 The Agent is not to collect money from the student on behalf of the Provider under any circumstances. All money associated with enrolment and tuition at the provider is to be paid directly to the Provider.

1.9 The Agent agrees to abide by items 1.1 to 1.7 and 3.1 to 3.10 of this agreement

2.0 Responsibility of the Provider

2.1 The Provider agrees to provide promotional materials, information brochures and other documents for use by the Agency.

2.2 The Provider agrees to pay a commission to the Agent upon successful enrolment and payment of fees by international students, as outlined in Schedule 1 to this agreement.

2.3 The Provider agrees to invest in resources in order to attend the number of the students sent by the Agent.

2.4 The Provider agrees to provide the students with high quality courses.

The Provider will monitor this agreement by interviewing students regarding information provided by the Agent to ascertain the adherence of the Agent to this agreement; by meetings with the Agent, by visiting the Agent’s place of business and...
by contacting the Agent twice a year to ensure that the agent is using the current version of the Student prospectus and Application Form

2.5 Excepting where the Provider is required by item 6.2 to cancel the agreement, where the Provider finds that the Agent has not been meeting their responsibilities, listed at item 1, under this agreement or items 3.1, 3.2, 3.3, 3.4, 3.10, 3.11 or 3.12 in the Agent code of conduct, the Agent will be required to take corrective or preventative action as required by the Provider or the agreement will be cancelled. Cancellation is at the discretion of the Provider.

2.6 The Provider must notify the Department of Education if they consider the Agent may have broken the law.

3.0 Agent Code of Conduct

3.1 The Agent will, at all times, act in accordance with the Provider’s primary purpose and goal to be a provider of high quality education and training to all students and acting in accordance with the spirit and requirements of the Australian Qualifications Framework and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students

3.2 The Agent will, at all times, act in an honest, ethical and professional manner in dealings with international students, their families and the Provider.

3.3 The Agent will provide advice to international students based on instructions and advice from the Provider.

3.4 The Agent and its employees will maintain confidentiality in relation to information obtained as a result of business dealings with the Provider. Such information will not be used or disclosed or published by the Agent, other than in the performance of this agreement, without prior written approval by the Principal of the Provider.

3.5 The Agent agrees not to represent itself as a partner or employee of the Provider and will ensure that its employees do not represent themselves as being partners or employees of the Provider.

3.6 The Agent warrants that they have not previously and will not in the future engage in dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7

3.7 The Agent will not facilitate the enrolment of students who the Agent believes will not comply with the conditions of their visa

3.8 The Agent will not engage in false or misleading recruitment practices

3.9 The Agent will not be granted access to PRISMS by the Provider and cannot use the Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment

3.10 The Agent will not provide immigration advice unless authorised to do so under the relevant Migration Act

3.11 The Agent will abide by the requirements of the National Code of Conduct.

3.12 The Agent must use the Institute web site to regularly access current information provided to prospective students. This information includes the Student Prospectus and Application Form

3.13 The Agent will not act in a negligent, careless or incompetent manner or engage in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training

4.0 Corrective and preventative actions

4.1 Corrective and preventative actions must be appropriate to the breach of requirements by the Agent

4.2 Corrective and preventative actions could include:

- cancelling the agent agreement,
- correcting incorrect information provided to students,
- providing students with a full refund of the agent fees in the event that students have been mislead by the actions of the Agent.

- Requiring the Agent to undertake counselling by the Provider about the...
4.3 **Agent’s** responsibilities under this agreement, code of conduct under this agreement and requirements under the National Code.

5.0 **Agent Review Conditions**

5.1 The agreement is valid for a maximum of 12 months from **InsertStartDate** and will be subject to monitoring activities by the Provider. Six months from **InsertStartDate** the **Agent’s** performance and compliance with the agreement will be reviewed by the **Provider** in accordance with its documented Procedures and Policies.

5.2 As a result of monitoring activities or following the review, the Provider may take corrective and preventative actions or impose termination conditions in accordance with its documented Procedures and Policies.

6.0 **Termination Conditions**

6.1 The agreement may be cancelled at any time by either party with two weeks written notice by mail, email or fax. Following the date of cancellation:

- no students will be accepted from the **agent** from the date of sending the written notice of cancellation.

- no further commissions will be paid to the **Agent**.

6.2 If the **Agent** or an employee or subcontractor of the **Agent** is found to, or is reasonably suspected to, have breached items 3.6, 3.7, 3.9 or 3.10 of the Agent Code of Conduct in this agreement

- the agreement will be immediately cancelled with written notice by mail, email or fax.

- no students will be accepted from the **Agent** from the date of sending the written notice of cancellation.

- no further commissions will be paid to the **Agent**.

- the **Agent** will be required to reimburse commissions paid by the Provider to the **Agent** where students have been mislead by the actions of the **agent**.

6.3 If the agent continues to provide out of date or inaccurate information to students after it has been brought to the agent’s attention that they are providing out of date/inaccurate information, then the Institute will terminate this contract.

7.0 **Performance**

7.1 The **Agent** will not sub-contract or otherwise arrange for another person to perform any part of this agreement or to discharge any of its obligations under any part of this agreement except with the permission of the Principal of the **Provider**.
SCHEDULE 1

1. Commission

The Provider will pay the following commission to the Agent upon the successful enrolment of students and payment of fees.

- __________% of total tuition fees.

The commission can either be deducted from the payment of tuition fees or will be paid on receipt of an original invoice showing the enrolment and the fees paid. The invoice should include the student’s full name, date of birth and selected course of study. The Agent will be liable for any fees arising from international money transfers or transfers which involve different currencies.

All payment arrangements will be after the student has been enrolled at the Provider, and a student visa has been issued to the applicant by the Australian Embassy/Consulate overseas.

Initial cheques/bank drafts are to be sent to the Provider or deposited into the College’s account in Australia. For the term of this contract, the following will apply:

1. Initial payment of one year’s fee may be required from applicants outside Australia to demonstrate the financial ability to support them in Australia.

2. In case of a refund to students, the refund policy of the Provider will apply as outlined in the term Refund Policy.

2. Refund of Commission

1. Agents commissions will be refunded by the Australian International College if:
   a) a student’s visa application is rejected or a student’s visa renewal is refused, and
   b) a student withdraws from their course prior to the commencement day of the course nominated in the offer letter to the student.

2. All refunds by the ________________________________ to Australian International College Pty Ltd will be finalised within 28 days of Australian International College Pty Ltd notifying the ________________________________ that a refund is required.

Signed on behalf of Australian International College Pty Ltd

Date: ________________

Signed: ________________________________

Signatory name: ________________________________

Principal Executive Officer
Australian International College Pty Ltd

Signed on behalf of

Date: ________________

Signed: ________________________________

Signatory name: ________________________________