

## 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

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(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 web site 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 misled by the actions of the **Agent**.
  - Requiring the **Agent** to undertake counselling by the Provider about the

**Agent's** responsibilities under this agreement, code of conduct under this agreement and requirements under the National Code.

- 4.3 **Agent's** refusing to undertake the required corrective and preventative action will have their agreement cancelled

## 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 misled 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 \_\_\_\_\_ to 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:** \_\_\_\_\_