

## AGENT INFORMATION

Agent Name \*

Agent Trading Name \*

Agent ABN Number \*

Country/Region to Represent \* +

Email \*

Commencement Date \*

This agreement is valid for a period of 12 months from the selected start date"

## Expiry Date

This agreement is valid for a period of 12 months from the selected commencement date.

## Definitions

### Education agent

means a person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers.

### Agent Code of Ethics

refers to a framework that provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector.

### Formally representing education agent

refers to an engagement where the College has a formal agreement with the education agent by having an Agent Agreement. This allows the College to monitor the activities of the agent.

### Termination of Agent Agreement

refers to the termination of the Agent Agreement, by either party providing written notice of the Agreement expiry date.

### Cancellation of the Agent Agreement

refers to the College terminating the Agent Agreement due to the misconduct of an education agent, with 30 days prior written notice.

### Conflict of Interest

is a situation in which an individual has competing interests or loyalties. Conflicts of interest involve a person who has multiple interests and serving one interest could involve working against another.

## **CRICOS**

means the Commonwealth Registers of Institutions and Courses for Overseas Students

## **Corrective Action**

refers to action to eliminate the cause of a detected nonconformity or other undesirable situation.

## **Education Agent Agreement**

refers to the formal agreement required when the College engages with an education agent to represent the College.

## **National Code 2018**

refers to the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## **Marketing Material**

is defined as any material, both print and electronic, that a prospective student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage.

## **Migration Act 1958**

refers to an act of the Parliament of Australia that governs immigration to Australia.

## **London Statement**

means the Australian Education International Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants.

[https://www.britishcouncil.org/sites/default/files/london\\_statement.pdf](https://www.britishcouncil.org/sites/default/files/london_statement.pdf)

## **Migration Agents Regulations 1998**

refers to regulations under the Migration Act 1958 that governs the migrations agents in Australia.

## **ESOS Act**

means the Education Services for Overseas Students Act 2000 including its regulations.

## **Purpose of Agreement**

The purpose of this agreement is for the College to formally engage with the Agent as per the ESOS Act 2000, and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## **The Responsibilities of the College**

- a. Maintain compliance with the ESOS Act 2000 and National Code 2018 at all times.
- b. Have a written Agreement in accordance with the National Code 2018, with each agent it engages with
- c. Take reasonable steps to avoid conflicts of interests with its duties as an education provider. The conflicts of interest include, but are not limited to:
  - a. when both the Agent and the College charges a student a service fee for the same service.
  - b. When an employee of the College has a personal relationship with an employee of the Agent.
- d. Observe appropriate levels of confidentiality and transparency in the Agent's dealings with overseas students or intending overseas students. This observation will take place through an interview with the students sent by the Agent.
- e. Monitor the activities of the Agent to ensure the Agent is giving students accurate and up-to-date information on the College's services and expectations. The monitoring activities include, but are not limited to:
  - a. meetings with agents onshore or offshore; via teleconferencing or telephone/email/face-to-face
  - b. visits to the Agent's offices
  - c. requests to review any materials used for promoting and advertising the College

- d. interviews/surveys with the students sent by the Agent
- e. reviews to evaluate agent performance
- f. Ensure the Agent acts honestly and in good faith, and in the best interest of the student. When an Agent is found to be otherwise, the Agent will be immediately suspended and/or 6 of 8 Education Agent Agreement | EnglishWise Global have the agreement terminated immediately as per the Corrective Action outlined in this document.
- g. Work with Agents that have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics, which is based on the London Statement.
- h. As per the ESOS Act Section 21A Obligations relating to the Agents of Registered Providers, the College will maintain a list of all the College's agents by:
  - a. Publishing the list on the College's website
  - b. Adding and maintaining the current information of the Agents in PRISMS.
- i. The College will disclose the information about the Agent when the information is requested by the Commonwealth or state or territory agencies.

## **Corrective Action**

- a. Where the College becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under the National Code Standards 4.2 and 4.3, the College will take immediate corrective action.
- b. The College requires the education agent to terminate its relationship with the employee or subcontractor, who engaged in those false or misleading practices to represent the College.
- c. The College will not accept students from an education agent if it knows or reasonably suspects the education agent to be:
  - a. providing migration advice to overseas students, unless that education agent is authorised to do so under the Migration Act 1958.
  - b. engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas Student Transfers
  - c. facilitating the enrolment of a student with the belief that the student will not comply with the conditions of his or her visa, or using PRISMS to create a condition of enrolment (CoE) for non-bona fide students.

## **Termination of Agreement**

- a. Where the College becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices, the College will immediately terminate its relationship with the education agent by giving the education agent 30 days prior written notice.
- b. Within 30 days of receipt of the Intent to Terminate Education Agent Agreement letter, the Agent terminates its relationship with the employee or subcontractor who engaged in false or misleading recruitment practices, and requests to reinstate the formal Agent Agreement with the College. The College may reinstate the formal relationship with the Agent.
- c. After the termination notice is received by the Agent, and the unacceptable practices continue with no indication of any implemented changes, the College will cancel the agreement on the date given in the termination notice.

d. When the agreement is terminated or cancelled, the Agent has no right to represent the College for overseas student recruitment.

## The Responsibilities of the Agent

a. Maintain compliance with the ESOS Act and National Code 2018 at all times.

b. Take reasonable steps to avoid conflicts of interests with its duties as an Agent and of the College. The conflicts of interest include, but are not limited to:

a. when both the Agent and the College charges a student a service fee for the same service.

b. where the Agent has a financial interest in the College.

c. where an employee of the Agent has a personal relationship with an employee of the College.

c. Ensure dealings with overseas students are conducted in a confidential and transparent manner.

d. Act in the best interest of the students.

e. Give students accurate and up-to-date information on the College's services and expectations.

f. Cooperate with the monitoring activities of the College including, but not limited to:

a. meetings with agents onshore or offshore; via teleconferencing or telephone/email/face-to-face

b. visits to the Agent's offices

c. requests to review any materials used for promoting and advertising the College

d. interviews/surveys with the students sent by the Agent

e. reviews to evaluate agent performance.

g. Have appropriate knowledge and understanding of the international education system in Australia including the Australian International Education and Training Agent Code of Ethics, which is based on the London Statement.

h. Notify the College of changes to the Agent's details to allow the College to update the Agent information on the College's website and in PRISMS.

i. Agree that the information about the Agent will be disclosed by the College, Commonwealth and government agencies when required to comply with the ESOS Act 2000 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## Amendment

No amendment to this Agreement shall be binding unless that amendment is in writing and signed by both parties on the Agreement.

## Governing Law

a. This Agreement is governed by and construed in accordance with the law in force in the State of Queensland,, Australia.

b. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland,, Australia.

## Commission Schedule

The commission percentage of the tuition fees (in Australian dollars) paid by the student to the college for the enrolled course will be as discussed.

## THE AGENT

Position \*

Date \*

Signature of Officer \*

## THE COLLEGE

Name

Shivam Bhalla

Position

Director

Signature

