The Imperial College of Australia

Education Agent Agreement

CRICOS Code No: 02858M .............................................................................................................

This is an Agent Service agreement for the Recruitment of Overseas Students for BJSB Pty Ltd T/A The Imperial College of Australia

Signed and Agreed BETWEEN

THE IMPERIAL COLLEGE OF AUSTRALIA (Imperial), ABN: 85 123 406 039

AND

ABC (The Agent)

Agreement Commencement Date:

1. Background

1.1 By signing this agreement, Imperial would like to appoint the agent to recruit full time overseas students to study courses registered on the CRICOS at Imperial.

1.2 The Education Services for Overseas Students Act 2000 ("the ESOS Act") imposes certain obligations and requirements on the providers of education and training courses to overseas students and those providers' agents, including the obligations set out in the National Code established under the ESOS Act 2000.

1.3 Imperial is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements with CRICOS Code No: (02858M).

1.4 The Agent provides services under this agreement of recruiting suitable prospective students for enrolment at Imperial and study in Australia.

1.5 Imperial engages the Agent as its representative in the Territory as specified in this agreement.

1.6 The Agent is aware of the requirements of the ESOS and other Act and regulations relevant to the study of overseas students in Australia and has agreed to comply with those requirements at all times.

2. Agreement Definitions

2.1. In this Agreement:-

‘Agent’s Commission’ means the commission specified under Item 3 of Schedule 1;

‘Marks’ means logos, trademarks, designs, and crests that belong to or carry the name of Imperial;

‘PRISMS’ means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment);

‘Course Fee’ means the tuition and other fees set by Imperial for the Courses;

‘Courses’ means the full time registered courses offered by Imperial and registered on CRICOS;

‘Prospective student’ means a person (whether within or outside Australia) who intends to become, or who has taken any kind of steps towards becoming a Student at Imperial.

‘Services’ means the services described under this agreement;

‘Student’ means an ‘overseas student’ as defined in the ESOS Act;

‘Term’ means the period set out in Item 1 of Schedule 1;

‘Territory’ means the countries or regions set out in Item 2 of Schedule 1.
2.2. In this Agreement, unless the contrary intention appears:-
   a. headings are for ease of reference only and do not affect the meaning of this agreement;
   b. the singular includes the plural and vice versa and words importing a gender include other genders;
   c. other grammatical forms of defined words or expressions have corresponding meanings;
   d. money is in Australian dollars unless otherwise stated and a reference to 'A$', 'AUD', '$A%', 'dollar' or '$' is a reference to Australian currency; and
   e. Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

3. Engagement of the Agent

   3.1 Imperial engages the Agent to be its representative to perform the Services in the Territory for the Term of this agreement.
   3.2 This is a non-exclusive agreement. Imperial may appoint other Agents in the Territory at its sole discretion.
   3.3 The Agent cannot promote Imperial outside the Territory or perform the services outside the Territory, without Imperial's prior written consent.
   3.4 If the Agent wishes to expand the Territory, the Agent must make a written submission to Imperial no later than thirty days before the recruitment of prospective students in the new territory is planned to start. Imperial is under no obligation to recognize the Agent's new territory, or accept applications for enrolment from prospective students recruited by the Agent in the new territory.

4. Main Responsibilities of the Agent

   Under this Agreement, the Agent:
   4.1 Must promote Imperial and the Courses offered by Imperial in the Territory;
   4.2 In accordance with Imperial policy and procedures, recruit and assist in the recruitment of prospective students to undertake the Courses as listed on CRICOS register for Imperial;
   4.3 Provide prospective students with all necessary information about the Courses, Imperial facilities and services and assistance in completing and submitting application forms to Imperial;
   4.4 Ensure students recruited by the agent are paying their fees on time to the college;
   4.5 Ensure students recruited by the agent are genuine and able to finish their course on time;
   4.6 If required, arrange for English language testing of prospective students under the relevant Australian migration regulations; and
   4.7 Perform any other services and provide any reports or information requested by Imperial or required by this Agreement.

5. Detailed Obligations of the Agent:

   In performing the Services, the Agent must:-
   5.1 Promote the Courses with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
   5.2 Inform prospective students accurately about the requirements of Courses using only the marketing material provided by Imperial;
5.3 Assist to uphold the high reputation of Imperial and of the Australian international education sector;

5.4 Take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;

5.5 Ensure that only signed and completed applications with required supporting documents are submitted to Imperial;

5.6 Keep abreast of latest marketing information and other course requirements by visiting the Imperial website at www.imperial.edu.au at least once a month;

5.7 The agent must provide current copy of the following documents from Imperial website to prospective student prior to enrolment:
   i. Living in Melbourne Handbook
   ii. International Prospectus
   iii. Student Handbook - International
   iv. Living and Learning in Melbourne (A guide by ACPET)

5.8 Assist prospective students to complete visa applications;

5.9 Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer/student agreement documents;

5.10 Provide any offer documents (Letter of offer and eCOE's) received from Imperial to the prospective student within 24 hours of receiving these documents;

5.11 Provide Imperial with market intelligence about the recruitment of prospective students in the Territory;

   a. Only undertake promotional and marketing activities involving Imperial that have been approved by Imperial.
   b. Act in accordance with Imperial policies and procedures and directions given by Imperial.
   c. Before prospective students complete an application, the Agent must give them information provided by Imperial about:-
      i. Imperial and its facilities, equipment and learning resources;
      ii. The Courses, including course content and duration, qualifications offered, modes of study and assessment;
      iii. The minimum level of English language ability and educational qualifications required for acceptance into the Course;
      iv. Visa requirements which must be satisfied by the student including English language proficiency levels;
      v. The Course Fees and refund policy; and
      vi. Living in Australia and the local environment of the relevant campus, including information about campus location and costs of living.

5.12 The Agent must advise prospective students that:-
   a. Students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
   b. Any accompanying school age dependants must pay any relevant fees if enrolling in either government or non-government schools.
   c. Provide pre-departure counselling and any other assistance requested by the student.
   d. The Students must pay the course fee on time and as per the student agreement

5.13 The Agent must also participate in an annual review meeting in which discussion of their business plan will take place which includes provisions on how they wish to carry out the operations of marketing activities for Imperial which will be conducted by the CEO or delegate. The agent must actively participate in the monitoring of its operations by Imperial.
5.14 The agent understands Imperial’s policy of monitoring agents’ activity and assists them in providing the same.

5.15 The Agent must not:-

a. Engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study;

b. Facilitate applications for prospective students who do not comply with visa requirements;

c. Provide prospective students with ‘immigration advice’ as defined in the Migration Act 1958 unless the Agent is separately registered as a Migration Agent under that Act;

d. Give a prospective student inaccurate information about:
   i. The Course Fee payable to Imperial; or
   ii. His or her acceptance into a Course;

e. Receive or bank the Course Fee payable to Imperial by a prospective student or deduct any amount from the Course Fee payable by the prospective student;

f. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;

g. Engage in false or misleading advertising or recruitment practices;

h. Make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between Imperial and other education providers;

i. Undertake any advertising or promotional activity about the Courses or Imperial without the prior written consent of Imperial.

j. Commit Imperial to accept any prospective student into a Course;

k. Use any registered or unregistered Mark without the prior written consent of Imperial.

l. Actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of Imperial or

m. Sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or Student. The Student’s signature that appears on all official documents must be the same signature as that which the Prospective Student used when signing the Imperial application form.

n. Unless Imperial otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

5.16 The Agent must terminate any agreement with an employee if the Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider’s course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

6. Monitoring and Reviewing Agent Performance

6.1 Imperial monitors and reviews the performance of its approved agents annually via:

i. Student Feedback
6.2 **Student Feedback**
   a. Within two weeks of commencement of course at the Imperial, new students who have come through an Imperial approved agent are asked to complete the Education Agent Feedback Form - included in student orientation packs. This form provides direct feedback concerning students’ opinions and experiences with their agent.
   b. From this feedback Imperial is able to collate and analyse areas where agents could improve and also provides an assessment of their services and performance on a routine basis.

6.3 **Reviewing & Renewing Agent Agreements Annually**
   a. The Marketing Manager will review agents whose agency agreement is due to expire.
   b. Imperial will commence this process 1 month prior to Agent Agreement expiry date.

6.4 Agents will be divided into 2 groups after the review:-
   a. No further Registrations; and
   b. Registrations continue

6.5 Agents with **no further registrations** will automatically become inactive on student management system and the agent agreement will not be renewed.

6.6 Agents with **registrations continue** will be renewed based on:-
   a. Number of student enquiries received from the specific agent
   b. Number of students enrolments from the agent
   c. Number of students dissatisfied with the agents services
   d. Performance throughout the year, e.g. proven ability to abide by all regulatory requirements.

7. **Corrective and Preventative Actions**

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

Corrective and preventative actions could include:
- Cancelling the agent agreement,
- Correcting incorrect information provided to students,
- Requiring the Agent to undertake counselling by Imperial about the Agent’s responsibilities under this agreement, code of conduct under this agreement and requirements under the National Code 2007.

Agent’s refusing to undertake the required corrective and preventative action will have their agreement cancelled and no pending commission paid.

8. **Right to Appeal**

Imperial supports an agent’s right to appeal for non renewal of agent agreement. The Agent must address their appeal in writing with any supporting documentation they might have. The CEO will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.

9. **Imperial Obligations**

   9.1 Give the Agent sufficient information to enable the agent to undertake the services;
   9.2 Provide ongoing training to the agent and its staff;
9.3 Assess completed applications from prospective students within a reasonable time of receipt.
9.4 Imperial is not obliged to accept prospective student referred by the Agent. 
9.5 Imperial will immediately take corrective action or terminate the agreement with the agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training. 
9.6 Imperial will terminate the agreement with the agent if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider’s course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above. 
9.7 Imperial will monitor the performance of education agents through the following means:
   a. Education Agent Feedback Form completed by the students;
   b. Ongoing and consistent contact with agents via telephone and email;
   c. Knowledge of agent of regulatory requirements including ESOS and National Code requirements, and Imperial marketing material;
   d. Scrutiny of agent websites for accuracy and currency of information relating to Imperial; and regular provision and re-stocking of Imperial promotional material is conducted.

10. Confidentiality

   The Agent must keep confidential: -
   10.1 All information provided by Imperial, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
   10.2 The terms of this Agreement.

11. Agents Commission

   13.1 Subject to the other provisions of this clause, Imperial will pay the Agent's commission for each student who:
       a. Is recruited by the Agent;
       b. Is enrolled in a course;
       c. Has paid the course/semester fee to Imperial;
       d. Has commenced the course; and
       e. Who has not, subsequent to commencing the course, been fully refunded the fees or withdrawn from the course.
       f. Has completed the course as per the COE
   13.2 The commission is payable only if the Agent services have not be terminated due to non-compliance and/or deceptive behavior. 
   13.3 An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name. 
   13.4 An Agent’s commission is not paid where the student applies to enroll directly to Imperial or subsequent to the admission; agent was in breach of this agreement or engaged in the activities which are detrimental to Imperial. 
   13.5 No Agent's commission is payable unless the Agent has submitted an invoice in a format approved by Imperial.
13.6 No agent commission is payable where Imperial has initiated compliance and/or debt recovery proceedings against the student for non-payment of course fee.

12. Terminating the agreement

14.1 Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.

14.2 If the Agent breaches any provision of this Agreement, Imperial may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.

14.3 On termination of this Agreement, the Agent must: submit all applications and fees from prospective students received up to the termination date; and immediately cease using any advertising, promotional or other material supplied by Imperial and return all material to Imperial by registered mail or a reputable international courier.

14.4 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

13. Assignment and Subcontracting

15.1 The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of Imperial (which may be withheld at its discretion).

15.2 The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of Imperial (which may be withheld at its discretion).

15.3 Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.

14. Notices

16.1 A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address set out in Item 4 of Schedule 1, or other address notified under this clause.

16.2 A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

15. Entire Agreement

This Agreement and its schedules constitutes the complete and full agreement between the parties as to its subject matter; and in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

16. Variation

This Agreement may only be altered in writing, signed by both parties.

17. Governing Law

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

19.2 The parties submit to the non-exclusive jurisdiction of the courts of the Victoria, Australia and the Federal Court of Australia.

Schedule 1
Item 1: Term of Agreement

30th June 2015

Item 2: Territory

Item 3: Agent’s Commission

A commission of $xx% of the tuition fee is payable for each student recruited and enrolled by the agent into the courses provided by Imperial.

Item 4: Addresses for notices

The Imperial College of Australia ......................... Agent:
Attention: CEO .......................................................... Attention:
212 Hoddle Street, Abbotsford Address:
Victoria- 3067, Australia

Telephone No: 61 3 9417 4777 Telephone No: 61 3 9417 4787
Facsimile No: 61 3 9417 4787 Facsimile No:
Email: info@imperial.edu.au Email:

Signed for Imperial by an authorized officer: .................................................................

Signature of the officer .................................................................

Paramjit Jaswal
Name of officer (print) .................................................................

CEO
Position Held ........................................................................

(Use following if Agent is a company): ------------------------------------------------------

Signed for [NAME OF COMPANY] ........................................................................................................

Signature of the officer by an authorized officer.................................................................

Name of officer (print) ........................................................................

Position Held ........................................................................

(Use following if Agent is an individual): ------------------------------------------------------

Signed by [NAME OF INDIVIDUAL] .................................................................................................

Signature of the Signatory ........................................................................

Name of the Signatory (print) ........................................................................

BJSB Pty Ltd trading as
The Imperial College of Australia
CRICOS ID: 02858M RTO ID: 121966

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