Education Agent Agreement

National Code Standard 4

The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code. The agreement must include:

a. processes for monitoring the activities of the education agent, including where corrective action may be required; and

b. termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.
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EDUCATION AGENT AGREEMENT

AGREEMENT dated

BETWEEN Salisbury College Australia t/a Salisbury College Australia,
RTO Code: XXXXXX, CRICOS Provider Code: XXXXXX
ABN Number: 83 608 969 133

AND

EDUCATION AGENT, ADDRESS (“the Agent”)
Background

A. Salisbury College Australia wants to recruit full time overseas students.
B. 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 of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (the “National Code”).
C. Salisbury College Australia is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Provider No: XXXXXX
D. The Agent provides services of recruiting suitable prospective students for enrolment and study in Australia.
E. Salisbury College Australia wants to engage the Agent as its representative in the Territory.
F. The Agent is aware of the requirements of the ESOS Act and the National Code; and has agreed to comply with those requirements.

Agreement Definitions

1. In this Agreement:
   - ‘Agent’s Fee’ means the fee calculated under Item 3 of Schedule 1;
   - ‘Marks’ means logos, trademarks, designs, and crests that belong to or carry the name of Salisbury College Australia;
   - ‘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 Salisbury College Australia for the courses;
   - ‘Courses’ means the full time registered courses offered by Salisbury College Australia and registered on CRICOS;
   - ‘Prospective student’ means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at Salisbury College Australia.
   - ‘Services’ means the services described in clauses 3 and 4; ‘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.

1.1. In this Agreement, unless the contrary intention appears:
   - headings are for ease of reference only and do not affect the meaning of this agreement;
• the singular includes the plural and vice versa and words importing a gender include other genders;
• other grammatical forms of defined words or expressions have corresponding meanings;
• money is in Australian dollars unless otherwise stated and a reference to 'A$', 'AUD', '$A', 'dollar' or 'S' is a reference to Australian currency; and
• 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.

Engagement of The Agent

1.2. Salisbury College Australia engages the Agent to be its representative to perform the Services in the Territory for the Term.
1.3. This is a non-exclusive agreement. Salisbury College Australia may appoint other Agents in the Territory.
1.4. The Representative cannot promote Salisbury College Australia outside the Territory or perform the services outside the Territory, without Salisbury College Australia prior written consent.
1.5. If the Representative wishes to expand the Territory the Representative must make a written submission to Salisbury College Australia no later than thirty days before the recruitment of Prospective Students in the new territory is planned to start. Salisbury College Australia is under no obligation to recognise the Representative’s new territory, or accept applications for enrolment from Prospective Students recruited by the Representative in the new territory.

Main Responsibilities of The Agent

1.6. Under this Agreement, the Agent must:
  1.6.1. Promote Salisbury College Australia and the course in the Territory;
  1.6.2. in accordance with Salisbury College Australia policy and procedures, recruit and assist in the recruitment of prospective students to undertake the courses;
  1.6.3. provide prospective students with all necessary information about the courses, Salisbury College Australia facilities and services and assistance in completing and submitting application forms to Salisbury College Australia;
  1.6.4. arrange for English language testing of prospective students under the relevant Australian migration regulations; and
  1.6.5. perform any other services and provide any reports or information requested by Salisbury College Australia or required by this Agreement.
Detailed Obligations of The Agent

1.7. In performing the Services, the Agent must:
   1.7.1. promote the courses with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
   1.7.2. inform prospective students accurately about the requirements of the courses using only material provided by Salisbury College Australia;
   1.7.3. assist to uphold the high reputation of Salisbury College Australia and of the Australian international education sector;
   1.7.4. take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;
   1.7.5. ensure that only signed and completed applications are submitted to Salisbury College Australia;
   1.7.6. assist prospective students to complete visa applications;
   1.7.7. ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents;
   1.7.8. provide any offer documents received from Salisbury College Australia to the prospective student within 24 hours of receiving the offer documents;
   1.7.9. provide Salisbury College Australia with market intelligence about the recruitment of prospective students in the Territory;
   1.7.10. only undertake promotional and marketing activities involving Salisbury College Australia that have been approved by Salisbury College Australia; and
   1.7.11. act in accordance with Salisbury College Australia policies and procedures and directions given by Salisbury College Australia.

1.8. Before prospective students complete an application, the Agent must give them information provided to the Agent by Salisbury College Australia about:
   1.8.1. Salisbury College Australia and its facilities, equipment and learning resources;
   1.8.2. the courses, including course content and duration, qualifications offered, modes of study;
   1.8.3. the minimum level of English language ability and educational qualifications required for acceptance into the courses;
   1.8.4. visa requirements which must be satisfied by the student including English language proficiency levels;
   1.8.5. the course Fees and refund policy; and
   1.8.6. living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;

1.9. The Agent must advise prospective students that:
1.9.1. 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
1.9.2. any accompanying school age dependents must pay any relevant fees if enrolling in either government or non-government schools.

1.10. The Agent must not:
1.10.1. 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;
1.10.2. facilitate applications for prospective students who do not comply with visa requirements;
1.10.3. provide prospective students with ‘immigration advice’ as defined in the Migration Act 1958 unless the Agent is separately registered under that Act;
1.10.4. give a prospective student inaccurate information about:
   • the Course Fee payable to Salisbury College Australia; or
   • his or her acceptance into a course;
1.10.5. receive or bank the course Fee payable to Salisbury College Australia by a prospective student or deduct any amount from the course Fee payable by the prospective student;
1.10.6. make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
1.10.7. engage in false or misleading advertising or recruitment practices;
1.10.8. make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between Salisbury College Australia and other education providers;
1.10.9. undertake any advertising or promotional activity about the courses or Salisbury College Australia without the prior written consent of Salisbury College Australia;
1.10.10. commit Salisbury College Australia to accept any prospective student into a course;
1.10.11. use or access PRISMS without the prior written consent of Salisbury College Australia;
1.10.12. use or access PRISMS to create a confirmation of enrolment;
1.10.13. use any registered or unregistered Mark without the prior written consent of Salisbury College Australia;
1.10.14. actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of Salisbury College Australia; or
1.10.15. 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 Salisbury College Australia application form.
1.11. Unless Salisbury College Australia otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.
1.12. 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 or any of the other dishonest practices outlined above.

What Salisbury College Australia Must Do

2.1. Salisbury College Australia must:
   2.1.1. give the Agent sufficient information to enable the Agent to undertake the Services;
   2.1.2. assess completed applications from prospective students within a reasonable time of receipt.
2.2. Salisbury College Australia is not required to accept any prospective student referred by the Agent.
2.3. Salisbury College Australia will monitor the Agent’s performance and activities through meetings, reports and surveys of students/parents and through annual audit.
2.4. Salisbury College Australia 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.
2.5. Salisbury College Australia 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 or any of the other dishonest practices outlined above.

Confidentiality

3. The Agent must keep confidential:
   3.1. all information provided by Salisbury College Australia, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
   3.2. the terms of this Agreement.

Agent Fees

4.1. Subject to the other provisions of this clause Salisbury College Australia must pay the Agent’s Fee for each student who:
   - is recruited by the Agent;
   - is enrolled in a course; and
   - has paid the course Fee to Salisbury College Australia; and
• has commenced the course; and
• who has not, subsequent to commencing the course, been fully refunded the course fees.

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.

4.2. An Agent’s Fee is not paid where the student applies to enrol directly to Salisbury College Australia.

4.3. No Agent’s Fee is payable unless the Agent has submitted an invoice in a form approved by Salisbury College Australia.

4.4. Salisbury College Australia must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

Terminating this Agreement

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

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

5.1.2. 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 Salisbury College Australia and return all material to Salisbury College Australia by registered mail or a reputable international courier.

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

Assignment and Subcontracting

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

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

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

6.4. The Agent must terminate any agreement with a sub-contractor if they become 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 or any of the other dishonest practices outlined above.

Notices
7.1. 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.
7.2. A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

Entire Agreement
8.1. 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.

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

Governing Law
10.1. This Agreement is governed by and construed in accordance with the law in force in the State of ------ ------, Australia.
SIGNED for Salisbury College Australia by an authorised officer

Signature of Officer

Name of Officer (Print)

Office held

{Use following if Agent is a company}:

SIGNED for [NAME OF COMPANY] by an authorised officer

Signature of Officer

Name of Officer (Print)

Office

{Use following if Agent is a company}:

SIGNED for [NAME OF INDIVIDUAL] by an authorised officer

[NAME OF SIGNATORY]
Schedule 1

Item 1: Term

One year from the date of agreement

Item 2: Territory

e.g.; Hong Kong

Item 3: Agent's Fee

A commission of $A _________ (including GST) is payable for each student recruited into any of the courses provided by Salisbury College Australia.

Item 4: Addresses for notices

Salisbury College Australia:

Attention: (Nominated Officer of Salisbury College Australia)
Address:

Facsimile number: +61

Email:

Agent:

Attention:

Address:

Facsimile No:

Email: