

# Education Agent Agreement

**Dated:** [Click or tap to enter a date.]

**Between:**

Phia Education Pty. Ltd. trading as Hopkins International College (HIC)
<b>ABN:</b> 42 643 615 883
<b>Telephone:</b> +61 0450122834 <b>Email:</b> info@hopkinsic.com.au
<b>Website:</b> <a href="http://www.hopkinsic.com.au">www.hopkinsic.com.au</a>
<b>Street Address:</b> Ground floor, 170 Wellington Street East Perth WA 6004
<b>CRICOS Provider Code:</b> XXXXX
<b>RTO Provider Code:</b> 45764

**And**

<b>AGENT COMPANY NAME:</b>	
<b>ABN:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Email address:</b>	
<b>Website:</b>	

**N.B** The term agent includes all staff and any sub-contractors of the Agent. Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

**1) Background**

- a) The purpose of this document is to formalise the agreement with each education agent, HIC engages to formally represent Hopkins International College (HIC) for the purpose of recruiting intending overseas students to study at HIC.
- b) Under the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code 2018 HIC is required to enter into a written agreement with each education agent it engages to formally represent it and meet certain standards as are any education agents.
- c) The term of this agreement is for a period of 12 months from the date the agreement has been executed.
- d) For the purpose of this agreement, term 'student' refers to a current studying student or prospective/intending overseas student
- e) The term education agent or agent includes an employee or subcontractor of the education agent

**PLEASE NOTE:** HIC does **NOT** accept students under 18 years of age.

**2. Agent Responsibilities**

- a) Under this Agreement the Agent must;
  - Declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of HIC.
  - Observe appropriate levels of confidentiality and transparency in its dealings with overseas students or intending overseas students
  - Act honestly and in good faith, and in the best interest of the students
  - Have, update and maintain appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
  - Abide by all requirements of the Agent Code of Conduct that forms part of this agreement.

**HEAD OFFICE**

Ground Floor, 170 Wellington St, East Perth WA 6004

**ABN:** 42 643 615 883

**Email:** info@hopkinsic.com.au

**RTO:** 45764

**Website:** www.hopkinsic.com.au

- Make clear and inform intending overseas students the fact that the third-party is recruiting prospective learners on behalf of HIC
  - Only use the website, marketing material, information and documents as provided by HIC and any revised versions of these.
  - Upon receipt of updated marketing material, information and documents, the agent must immediately dispose of all previous versions
  - Not create any additional marketing material without the written consent of HIC CEO
  - Assist in the recruitment of students to undertake courses at HIC in accordance with HIC's policies
  - Provide students with pre-enrolment information required under the ESOS Act and The National Code 2018 including but not limited to;
    - Course Entry Requirements including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
    - HIC's training and assessment
    - Campus locations and facilities, equipment and learning resources available to students
    - Policies and procedures in relation to
      - Enrolment
      - Credit Transfer/RPL
      - Course Progress
      - Attendance
      - Student support and welfare services
      - Deferment, suspension and cancellation
      - Transfer between registered providers
      - Complaints and Appeal
      - Fees and charges
      - Refunds
      - the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
      - visa conditions
  - Comply with each of its obligations pursuant to this Agreement and any other obligations that may arise in future as a result of amendments made by HIC or the regulator;
  - Comply with the directions provided by HIC to ensure compliance with this agreement, the ESOS Act and The National Code 2018
  - Ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the ESOS Act, The National Code 2018 and responsibilities as defined in this agreement
  - Co-operate and participate and not interfere with the monitoring activities as defined in this agreement
  - Implement/partake in any necessary corrective action required as identified through the performance monitoring process
  - Cooperate with the ASQA:
    - i. by providing accurate and factual responses to information requests from the ASQA; and
    - ii. in the conduct of audits and the monitoring of its operations.
- b) In performing these services, the Agent must;
- Promote HIC with integrity and accuracy and recruit students in an honest and ethical manner
  - Take reasonable steps to confirm the accuracy of information provided by students in their application
  - Ensure that only signed and completed application including relevant supporting documentation are submitted to HIC
  - Ensure that the agent also signs the enrolment agreement agent as evidence that the agent understands the terms and conditions of the enrolment offer and acceptance agreement
  - Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents
  - Provide any offer documents received from HIC to the student within 48 hours of receiving the offer documents
  - Only undertake promotional and marketing activities involving HIC that have been approved by HIC
- c) As per the requirements of the ESOS Act and the National Code 2018, the Agent must not engage in dishonest practices, including;
- Recruiting or attempting to recruit a student currently studying with another Australian education provider which conflicts with Standard 7(Overseas Students Transfers) of the National Code 2018.

- Suggesting that a student come to Australia on a student visa for any reason other than for full time study
- Facilitate the enrolment of students who the Agent believes will not comply with the conditions of his or her visa
- Use PRISMS to create a CoE for other than bona fide students, or
- Provide students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958)

d) In addition to 3.c. the Agent must not;

- Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or inaccurate claims regarding any association between HIC and any other education provider
- Facilitate applications by students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa
- Give false or misleading information relating to course fees payable or acceptance into a course
- Commit HIC to accept any student into a course
- Use or access PRISMS without the prior written consent of HIC
- Recruit or attempt to recruit a student who the agent knows to have engaged the services of another representative of HIC
- Submit an application to HIC on behalf of a student if the Agent is aware the student has applied to other education providers
- Submit an application to HIC on behalf of a student the Agent is aware has been rejected by an education provider for a similar course

#### 4) HIC Responsibilities

a) HIC must;

- Comply at all times with the Standards for Registered Training Organisations (SRTTO's 2015) ESOS Act and The National Code 2018
- Provide up to date and accurate marketing information and any relevant changes to these materials within 7 days
- Assess completed applications from students within a reasonable time of receipt
- Pay a commission to the Agent upon successful enrolment and payment of fees by international students, as outlined in Schedule 1 to this agreement.
- Monitor the activities of the education agent in representing HIC, and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services. This may include meetings, feedback provided by students
- Take corrective action that may be taken by HIC if the education agent does not comply with its obligations under the written agreement including providing for corrective action
- Take immediate corrective action where the agent education agent or an employee or subcontractor of that education agent has breached standards 4.2 and 4.3 of the National code 2018
- HIC is not required to accept any student referred by the Agent in particular with clause 4.6 of the National Code 2018
- HIC terminates its relationship immediately with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices where HIC becomes aware of 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
- notify Department of Education and Training if HIC consider the Agent may have broken the law

1.1 HIC **will not** accept students from an Agent if it knows or reasonably suspects the agent to be:

- providing migration advice, unless that education agent is authorised to do so under the Migration Act
- 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)

- facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
- using PRISMS to create CoEs for other than bona fide students

### 5) Privacy and Confidentiality

- a) The Agent must:
- Keep confidential all information provided by HIC other than that which is needed to perform the services in accordance with this agreement
  - Keep confidential the terms of this Agreement
  - not revealing details of the agency agreement or of HIC's operations with any other person or organisation other than providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services, and in the conduct of audits and the monitoring of HIC's operations.
  - The education agent is required to maintain confidentiality with HIC's applicants or students by not revealing information about interactions between those applicants and/or students with any other person or organisation.
  - HIC is required to maintain the confidentiality of the education agent by not revealing information relating to the agency agreement its operations with any other person or organisation.
  - Observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students.
- b) The Agent understands and agrees that it is a requirement that HIC provides ASQA with details of all third-party arrangements for the purpose of marketing and recruitment services on behalf of within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first and within 30 calendar days of the agreement coming to an end. HIC is also required to enter and maintain the education agent's details in PRISMS and update records in PRISMS after terminating agent agreement
- c) The Agent and HIC agrees to comply with their obligations (if any) under or arising pursuant to the Privacy Laws to the extent relevant to this Agreement. They also agree to comply with:
- i. such other commonwealth, State or Territory legislation related to privacy which is relevant to this Agreement;
  - ii. any directions made by a Privacy Commissioner relevant to this Agreement; and
  - iii. any other reasonable direction relating to privacy which is given by HIC.
- d) The Agent and HIC warrants that in relation to any personal information or health information that it is supplying to the other Party under this Agreement it will collect and use that information only in accordance with the Privacy Laws and in particular with the Information Privacy Principles and the Health Privacy Principles, notwithstanding that it might not otherwise be obliged to comply with those laws and principles.
- e) For the purposes of this clause:
- i. **Information Privacy Principles** means the Australian Privacy Principles set out in Schedule One of the Privacy Act 1988 (Cth).;
  - ii. **Health Privacy Principles** means the Health Privacy Principles set out in the Health Records Act 2012 (WA)
  - iii. **Privacy Commissioner** means the Commonwealth Information Privacy Commissioner; and
  - iv. **Privacy Laws** means the Privacy Act 1988 (Cth), Commonwealth Privacy Act 1988

### 6) Agent Commission

- a) The commission payable is set out in **Schedule 1**.
- b) Subject to the provisions of this clause, HIC 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 HIC; and
  - has commenced the course and has had 2 weeks of satisfactory progress and attendance
- c) The commission is only payable from the tuition fee. The enrolment and material fee does not form part of the agent's commission.
- d) For the purposes of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agent submits the student's application for enrolment and that application also includes the agent's name.
- e) An Agent's commission is not paid where a student applies directly to HIC
- f) No Agent's commission is payable unless the Agent has submitted an invoice in a form approved by HIC and such invoice is supported by the evidence as described in Schedule 2
- g) HIC must pay the commission payable under this clause within 30 days of receipt of a invoice.

### **7) Student Fees**

- a) Unless permitted by HIC, agents are not permitted to collect student fees on its behalf.
- b) An agent found to be collecting student fees without HIC's permission will be the subject of termination of their agreement.

### **8) Monitoring Activities**

- a) HIC will conduct performance monitoring activities to monitor the performance of the Agent against the performance benchmarks included in this agreement and defined in Education Agent's Policy and Procedure.
- b) The performance will be reviewed on an annual basis and the first review will take place 3 months of the education agent agreement start date.
- c) The Agent must participate in the performance monitoring activities, which include but are not limited to:
- Review of agent's activities by HIC
  - Regular meetings (face to face or online) with agents onshore or offshore;
  - Surveys of students recruited by the agent;
  - spot checks at the agents premises where services are being conducted or for example, observe Education Agents at work at education exhibitions
  - Complete and return within 10 working days the Agent survey conducted every 6 months

### **9) Corrective Action**

- a) Where HIC 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 standards 4.2 and 4.3 of the National Code, HIC will take immediate corrective action, the Agreement may be terminated under the terms set out below in clause 10.
- b) Alternatively, HIC may decide at its discretion to engage in corrective and preventative action with the Agent. These activities may include but are not limited to:
- Issuing warning letters
  - Provide further training/support
  - Terminating Agent Agreement
  - Not Renewing Agent Agreement
  - Correcting incorrect information provided to students
  - Requiring the Agent to complete the PIER on-line Agent Training Course
  - 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.
- c) Agent's refusing to undertake the required corrective and preventative action will have their agreement cancelled

### **10) Terminating this agreement**

- a) Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing. 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
- b) Where 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 registered provider must immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices
- c) If the Agent breaches any part of 3.c within this agreement ;
- the agreement will be immediately cancelled with written notice.
  - 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
- d) On termination of this agreement, the Agent must:
- Submit all applications from students received up to the termination date; and
  - Immediately cease using any advertising, or other material supplied by HIC and return all materials to HIC within 30 days.
- e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

### **11) Entire Agreement**

- a) This agreement, its schedules and Australian International Education and Training Agent Code of Ethics:
- constitutes the full agreement between the parties as to its subject matter; and
  - in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties

### **12) Variation**

- a) This agreement supersedes any previous agreements between the parties.
- b) This agreement may only be varied in writing, signed by both parties.

### **13) Governing Law**

- a) This Agreement is governed by and construed in accordance with the law in force in the State of Western Australia. Australia.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State WA, Australia.

**14) Term of Agreement**

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

<b>Agreement Start Date</b>	[Click or tap to enter a date.]
<b>Agreement End Date</b>	[Click or tap to enter a date.]

**Signed for HIC by an authorised officer**

Name of HIC authorised officer:	[
Signature of HIC authorised officer:	[
Date:	[Click or tap to enter a date.]

**Signed by Agent or authorised officer of Agent**

Name of agent / authorised officer	[
Signature of agent / authorised officer:	[
Date:	[Click or tap to enter a date.]

**SCHEDULE 1: COMMISSION RATE SUMMARY**

All rates disclosed in this schedule are as recommended by Professional International Education Resources (PIER) and Australian Education International.

Qualification	Commission % of Tuition Fee

*Please Note: HIC does not provide any commission for enrolment and material fee*

**ADDITIONAL INCENTIVES OFFERED TO HIGH PERFORMING AGENCIES:**

If TWENTY-FIVE (25) students from your agency commence their course at HIC within a calendar (12-month) period, HIC will invite one of your agency’s consultants or company leaders to visit our institute and our city. All local HIC program costs, accommodation and meals will be covered by HIC.

**SCHEDULE 2: PROPERLY CONSTITUTED INVOICE REQUIREMENTS**

A properly constituted invoice shall contain the following information:

- Agent details
- Agent registration number
- PIER shield
- Name of student/s
- Course enrolled
- Bank details for EFT payment

A properly constituted invoice shall be supported by the following:

- Evidence of VISA for each student subject to the claim for payment
- CoE where created by agent for each student subject to the claim for payment
- Evidence of Student entry to Australia when applying for International Fee for each student subject to the claim for payment
- Proof of Students OSHC for each student subject to the claim for payment
- Proof of residential address and living arrangements for each student subject to the claim for payment
- Proof of engagement as an agent for each student subject to the claim for payment