



Australian Academy of Business and Technology

Education Agent's Agreement

Dated: / / 2021

Between

Australian Academy of Business and Technology (RTO)

ABN: 78 618 605 600

ACN: 618 605 600

RTO ID: XXXXX

CRICOS Provider Code: XXXXX

Address: *Insert*

Telephone: +61 *Insert*

And

Education Agent Company Name (Education Agent)

(ABN/Company Registration Number)

Address: *Insert*

Telephone: *Insert*

1. Background

a) The purpose of the Education Agent's Agreement is to formalise the agreement for (*insert Education Agent Company Name*) to represent the Australian Academy of Business and Technology for the purpose of the ethical recruitment of students to study at the Australian Academy of Business and Technology.

b) Under the Education Services for Overseas Students Act 2000 (the ESOS Act) providers of education to overseas students are required to meet certain standards. The same applies to all education agents with whom the Australian Academy of Business and Technology has entered into an education agent's agreement.

c) The countries/regions covered by this agreement are:

- i. _____
- ii. _____
- iii. _____

d) The term of this agreement is 2 year(s) from the date the agreement is signed below.



2) Engagement of the Education Agent

- a) Australian Academy of Business and Technology engages the Education Agent to recruit prospective students in the countries specified in 1(c) for the term of the agreement.
- b) This is a non-exclusive agreement and the Australian Academy of Business and Technology may appoint other agents in the countries/regions specified in 1(c).
- c) This agreement is only for the countries/regions as listed above but includes all Australian Academy of Business and Technology courses as listed on the National Register and CRICOS. If the Education Agent wishes to expand its services to other countries/regions, this can be done through presenting a valid business case and where approved, an amendment to the agent's agreement will be issued for the additional countries/regions.

3) Responsibilities of the Education Agent

- a) Under this Agreement the Education Agent must:
- iv. Promote the Australian Academy of Business and Technology and its courses and services in the countries/regions specified in 1(c) in an ethical manner with integrity and accuracy;
 - v. Recruit prospective students to undertake courses at Australian Academy of Business and Technology in an honest, ethical and responsible manner;
 - vi. Ensure prospective students are over 18 years of age;
 - vii. Provide prospective students with any necessary information required under the ESOS Act and National Code of Practice 2018 including information about the courses, facilities and services of Australian Academy of Business and Technology;
 - viii. Assist prospective students to complete and submit applications with supporting documentation to Australian Academy of Business and Technology
 - ix. Uphold the high reputation of the Australian Academy of Business and Technology and the Australian education sector
 - x. At all times comply with Standard 4 National Code of Practice 2018
- b) In performing these services, the Education Agent must:
- i. Accurately inform prospective students about the Australian Academy of Business and Technology using only marketing and pre-enrolment material provided by the Australian Academy of Business and Technology;
 - ii. Inform students accurately about the requirements of a course including entry requirements and vocational outcomes;
 - iii. Assist suitable qualified prospective students to complete all required documentation;
 - iv. Take all reasonable steps to confirm the accuracy of information provided by prospective students in the application for enrolment prior to submission;



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- v. Ensure that only student-signed and completed Student Enrolment forms are submitted to Australian Academy of Business and Technology in a timely manner;
- vi. Ensure that all required supporting documentation as per published entry requirements accompanies each application;
- vii. Ensure successful prospective students being offered a course placement are informed that the Letter of Offer and International Student Acceptance Agreement is ready for them to read and sign if they agree to the contents;
- viii. Where required, inform Australian Academy of Business and Technology of any amendments the prospective student may require to the Letter of Offer and/or International Student Acceptance Agreement for reissuance prior to signing in a timely manner;
- ix. Ensure that all fees collected are paid directly into the Australian Academy of Business and Technology designated account;
- x. Advise students that if their student visa application is rejected, the Australian Academy of Business and Technology will refund all monies as per AABT refund policy;
- xi. Advise students that information collected by the Australian Academy of Business and Technology about changes to student enrolment or any breaches by the prospective students must be reported to the Department of Home Affairs;
- xii. Advise the student that if they come to Australia on a student visa they must have the primary purpose of studying and that it must be on a fulltime basis;
- xiii. Any school aged children that accompany them are required to pay full fees when they enrol in either a government or non-government school

c) Marketing and pre-enrolment information:

- i. Undertake advertising and marketing for the Australian Academy of Business and Technology using only the current versions of marketing and pre-enrolment materials provided by the Australian Academy of Business and Technology
- ii. All promotional material must be visibly displayed and accessible by prospective students;
- iii. Immediate removal and destruction of outdated marketing materials when issued with revised and updated marketing materials
- iv. Agent website must show Australian Academy of Business and Technology is represented by the Education Agent

d) As per the requirements of the ESOS Act, the Education Agent must not engage in dishonest practices, including:

- i. Recruiting or attempting to recruit a student currently studying with another Australian education provider within the first six months of their principal course;
- ii. Suggesting that a student come to Australia on a student visa for any reason other than for full time study;



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- iii. Facilitate the enrolment of students who the Education Agent believes will not comply with the conditions of their student visa;
- iv. Use a PRISMS created eCoE for other than bona fide students; or
- v. Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958)

e) In addition to 3(d), the Education Agent must not:

- i. Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education providers, their courses or inaccurate claims regarding any association between Australian Academy of Business and Technology and any other education providers;
- ii. Facilitate applications to students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa;
- iii. Give false or misleading information relating to course fees payable or acceptance into a course;
- iv. Receive or bank course fees payable to Australian Academy of Business and Technology by a prospective student or deduct any fees from the amount payable by the student to Australian Academy of Business and Technology;
- v. Commit Australian Academy of Business and Technology to accept any prospective student into a course;
- vi. Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of Australian Academy of Business and Technology;
- vii. Sign or encourage others to sign official documents, such as the Student Enrolment Form, on behalf of the prospective student; and
- viii. Submit an application to Australian Academy of Business and Technology on behalf of a student if the Education Agent is aware the prospective student has applied to another education provider

f) The Education Agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the ESOS Act.

g) The Education Agent must ensure that all staff of the Agent and any sub-contractors of the Agent have appropriate knowledge of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

g) Unless Australian Academy of Business and Technology agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Education Agent will be borne by the Education Agent.

4) Responsibilities of Australian Academy of Business and Technology

a) The Business Development and Operations Manager must:



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- i. Undertake an Education Agent Induction session on commencement of this agreement to ensure that agency staff are accurately and fully informed of Australian Academy of Business and Technology courses, services, location and enrolment policies and procedures
- ii. Provide a list of relevant Australian Academy of Business and Technology staff that provide support in key areas
- iii. Provide the Education Agent with complete accurate and up to date marketing and pre-enrolment information to enable the Education Agent to undertake its services, including information regarding the requirements of the ESOS Act;
- iv. Provide access to all current pre-enrolment forms;
- v. As new marketing and pre-enrolment materials become available, formally notify the agent that there are up-to-date and accurate marketing materials ensuring that old versions must be removed and all agency staff advised of and implement the updated materials;
- vi. Hard copy materials will be delivered by courier or any other negotiated method that is mutually convenient for the agent and Australian Academy of Business and Technology
- vii. Soft copy materials will be sent as attachments via email
- viii. Assess completed applications from prospective students within a reasonable time of receipt;
- ix. Issue Letters of Offer and International Student Acceptance Agreements for prospective students who have evidenced published entry requirements
- x. Provide timely feedback to the education agent regarding the reason unsuccessful applicants have not been offered a place to study and where further evidence is required, clearly outline the reasons;
- xi. Monitor the operations of the Education Agent to ensure that marketing and recruitment services provided on Australian Academy of Business and Technology's behalf are conducted ethically and maintains the integrity of the Australian education industry;
- xii. Marketing plan and agreed targets for applications converting to enrolments;
- xiii. Scheduled agent visits;
- xiv. Provide corrective action remedies where required;
- xv. Where Australian Academy of Business and Technology becomes aware of or reasonably suspects the agent evidences breaches of 3(d) and/or 3(e), terminate the agent agreement
- xvi. Pay commission within the agreed timeframe

b) Australian Academy of Business and Technology is not required to accept any prospective student referred by the Education Agent but will ensure that there is a written response clearly specifying the reasons and allowing the prospective student the right to appeal



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- c) List the Education Agent's details on the Australian Academy of Business and Technology website as an approved Education Agent representing the Australian Academy of Business and Technology in the provision of student recruitment
- d) Consider recommendations on any new market trends and demands that Australian Academy of Business and Technology may be able to include in their business plan
- e) For high performing agents only who exceed targets, possible joint promotion at trade fairs
- c) Consider undertaking special promotional and marketing activities involving Australian Academy of Business and Technology with the approval of the Chief Executive Officer

5) Confidentiality

- a) The Education Agent must keep confidential:
 - i. All information provided by Australian Academy of Business and Technology other than that which is needed to perform the Services in accordance with this agreement; and
 - ii. The terms of this Agreement

6) Agent's Commission

- a) The commission payable is set out in Schedule 1.
- b) Subject to the provisions of this clause, Australian Academy of Business and Technology must pay the Education Agent's commission for each student who:
 - i. is recruited by the Education Agent;
 - ii. is enrolled in a course;
 - iii. has paid the course fees to Australian Academy of Business and Technology; and
 - iv. has commenced the course
- c) For the purposes of this Agreement, the Education Agent is regarded as having recruited the student under this agreement if the Education Agent submits the student's application for enrolment and that application also bears the agent's name.
- d) An Education Agent's commission is not paid where a prospective student applies directly to Australian Academy of Business and Technology.
- e) No Education Agent's commission is payable unless the Education Agent has submitted an invoice in a form approved by Australian Academy of Business and Technology.
- f) Australian Academy of Business and Technology must pay the commission payable under this clause within 14 days of receipt of a valid invoice from the Education Agent.



7) Assignment and Sub-contracting

- a) The Education Agent must not assign this Agreement or any right under this Agreement without the prior consent of the Chief Executive Officer
- b) Apart from sub-contractors listed in this Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of the Chief Executive Officer.
- c) Despite any sub-contract, the Education Agent remains liable for performing its obligations under this Agreement.

8) Cooperation with ASQA

- a) Education Agents recruiting students on the Australian Academy of Business and Technology's behalf are required to cooperate with ASQA in providing accurate and factual responses to information requests from ASQA in the conduct of audits and monitoring its operations (Clause 8.2 Standards for Registered Training Organisations 2015)
- b) Education Agents agree to and acknowledge that the Australian Academy of Business and Technology will inform ASQA within 30 calendar days of entering into an agreement with the education agent to provide recruitment services on behalf of the Australian Academy of Business and Technology using ASQA's Third Party Services Arrangement notification (Clause 8.3 Standards for Registered Training Organisations 2015)
- c) In the event that the agent agreement comes to an end, Australian Academy of Business and Technology will inform ASQA within 30 calendar days of the agreement coming to an end.

9) Monitoring of Agent's activities

- a) The Education Agent must participate in a range of activities on a quarterly basis to review the performance of the Education Agent. These activities include but are not limited to:
 - i. reviewing agreed targets
 - ii. conversion rates
 - iii. course applications
 - iv. contract conditions implementation
 - v. communication
 - vi. performance comparison against other approved Education Agents in the same country/region
 - vii. organisational or operational changes that impacts on recruitment
 - viii. compliance
 - ix. any other areas

10) Corrective Action



a) The Australian Academy of Business and Technology will take immediate corrective and preventative action upon becoming aware of the Education Agent harming the integrity of Australian education and training through any of the following

- i. negligence;
- ii. carelessness;
- iii. incompetence;
- iv. engagement in false, misleading or unethical advertising and recruitment practices that could harm the integrity of Australian education and training

b) In the event that the corrective action can be evidenced that it was based on carelessness, incompetence or lack of knowledge that can be rectified, then the following corrective actions may be undertaken

- i. Written warning notice sent to the Education Agent with the details of the need for corrective action and the dates these will be undertaken including the names of any agency staff that require an information session and support
- ii. Follow up after the information session to ensure that the marketing practices meet expected standards
- iii. All communication will be maintained on the Education Agent's file as evidence of both support and should an event arise again, grounds for considering termination of the education agent's agreement

b) In the event that the corrective action can be evidenced that it was based on providing false, misleading or unethical advertising and recruitment practices, the Chief Executive Officer will not offer corrective action. The education agents agreement will be terminated under the conditions stated in "Terminating this agreement" point C below.

11) Terminating this agreement

a) Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing.

b) If the Education Agent breaches any part of this Agreement, Australian Academy of Business and Technology may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.

c) If the Agent breaches any part of 3(d) and/or 3(e), the Chief Executive Officer will immediately terminate the Agreement with immediate effect by giving written notice to the education agent except where the breach of 3(d) and/or 3(e) was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship.

d) On termination of this agreement, the Education Agent must:



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- i. Submit all applications and fees from prospective students received up to the termination date; and
- ii. Immediately cease using any advertising, promotional or other material supplied by Australian Academy of Business and Technology and return all materials to Australian Academy of Business and Technology within 30 days.

e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

12) Dispute Resolution/Mediation

a) In the event of any grievance or disputed decision the Education Agent is able to access Australian Academy of Business and Technology's Complaints and Appeals Policy.

b) If the matter cannot be resolved through use of Australian Academy of Business and Technology's Complaints and Appeals Policy

13) Entire Agreement

a) This agreement and its schedules:

- iii. constitutes the full agreement between the parties as to its subject matter; and
- iv. in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties

14) Variation

a) This agreement supersedes any previous agreements between the parties.

b) This agreement may only be varied in writing, signed by both parties.

15) Governing Law

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

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

Signed for and on behalf of Australian Academy of Business and Technology by an authorised officer:

Signature: _____ Date: _____



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Name: _____

Position: _____

Signed for and or behalf of (**insert Education Agent's Company name**) by an authorised officer:

Signature: _____

Date: _____

Name: _____

Position: _____



(Schedule 1) Commission Rate Summary

1-10 Students - **XX% commission on tuition fees**

11-20 Students - **XX% commission on tuition fees**

21 or more students - **XX% commission on tuition fees**

Additional incentives offered to high performing agencies: