

## AGENT AGREEMENT for CIC Higher Education Courses

### Parties

CIC Higher Education Pty Ltd  
CRICOS Provider no. 01718J  
of 108 Lonsdale Street, Melbourne, Victoria 3000  
(the **Institution**)

### AND

The party described on the signature page as the Representative  
(the **Representative**)

### BACKGROUND

- A The Institution wishes to engage the Representative as its representative to find suitable students for admission, enrolment and study at the Institution.
- B The Institution is committed to only engaging and working with Representatives who help enhance the Institution's international reputation as well as that of the Australian higher education sector generally, have appropriate knowledge and understanding of the international higher education system in Australia, provide international students with accurate and up to date information about study in Australia and at the Institution and act honestly and in good faith in their dealings with students. The Institution will not continue working with particular representatives if the Institution considers to do so would be contrary to that commitment. The terms of this Agreement, including the Institution's right to terminate the Agreement, are to be read and construed against that background.

### AGREEMENT

#### 1. Definitions

##### 1.1 In this Agreement:

**Commencement Date** has the meaning given on the Signature Page.

**Commission** means payment made by the Institution to the Representative for successful recruitment of students who enrol in courses calculated in accordance with Schedule 1.

**Confirmation of Enrolment** means a document, provided electronically, which is issued by a Registered Provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the Registered Provider.

**Country** has the meaning given on the Signature Page.

**Courses** means the full time registered programs offered by the Institution and registered on CRICOS.

**CRICOS** means the Commonwealth Registers of Institutions and Courses for Overseas Students prescribed under section 14A of the ESOS Act.

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth) including its regulations and any other documents made by legislative instrument, as amended from time to time.

**Marketing Material** means any material, both print and electronic, that a 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.

**National Code** means the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018* (Cth), established pursuant to Part B of the ESOS Act, as amended from time to time, or if it is repealed, any new code made under Part B of the ESOS Act.

**Policies and Procedures** means the Institution's policies and procedures available on the Institution's website ([www.cic.vic.edu.au](http://www.cic.vic.edu.au)).

**PRISMS** means the **Provider Registration and International Student Management System**, the system used to process information given to the Secretary of the Department of Education and Training by registered providers.

**Registered Provider** means an approved education provider that is entered on CRICOS.

**Services** means the services described in clauses 3 of this Agreement.

**Student** means a person (whether within or outside Australia) who either intends to become, or who has taken any steps towards becoming, a student or an 'overseas student' or 'intending overseas student' as defined by the ESOS Act, or who holds a student visa and is an 'overseas student' as defined by the ESOS Act, as required in the circumstances.

**Tuition Fee** means the tuition payable by a student for units.

**Unit** means a unit of study in a course.

1.2 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) 'including' and similar expressions are not words of limitation; and
- (e) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar' 'AUD' or '\$' is a reference to Australian currency.

## 2. Engagement of Representative

- 2.1 The Institution engages the Representative from the commencement date to be its representative to perform the services in the country on the terms and conditions set out in this Agreement.
- 2.2 This is a non-exclusive Agreement and the Institution can appoint other representatives in Australia and overseas as it so chooses and may accept applications from students through other representatives acting on behalf of students.
- 2.3 This Agreement will continue until it is terminated in accordance with section 10.

### 3. Responsibilities of the Representative

#### *Compliance and quality assurance*

#### 3.1 The Representative must:

- (a) familiarise themselves with, demonstrate understanding of, and at all times comply with the requirements of the ESOS Act and the National Code. The Institution recommends that the Representative undertake AEI online education agent training, which can be accessed at <http://eatc.onlinetrainingnow.com/about>;
- (b) ensure all staff of the Representative have appropriate knowledge and understanding of the international education system in Australia, and the Australian International Education and Training Code of Ethics. Are made aware of, maintain knowledge of, and comply with, the requirements of the ESOS Act, and the National Code 2018.
- (c) comply with any other legislation requirements relating to overseas students studying in Australia;
- (d) assist to uphold and protect the reputation of the Institution and the Australian international education sector;
- (e) become fully acquainted with student visa requirements for overseas students to ascertain who constitutes a bona fide student;
- (f) where applicable, meet all the legislative requirements in the country relating to an education agent business;
- (g) declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the Institution;
- (h) observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students;
- (i) act honestly and in good faith, and in the best interests of the student; and
- (j) provide the Institution with up to date details including the name of the Representative's legal entity, ABN or Registration Number, phone contact details, e-mail address and address for publishing on the Institution's website. The Representative must immediately notify the Institution of any change to any of those details.

#### *Marketing and Promoting Courses*

#### 3.2 The Representative must:

- (a) promote the courses in the country;
- (b) market and promote the courses in a professional, ethical and responsible manner;
- (c) **find suitable students to undertake courses;**
- (d) only market and promote the courses to persons who a reasonable person would consider to be genuine students;
- (e) ensure that the Institution's CRICOS provider number appears on all written and electronic marketing material and information supplied to students or their parents or guardians;

- (f) obtain written permission from the Institution prior to using the Institution's logo in any form of advertisement or marketing;
- (g) obtain written approval from the Institution before placing any advertisements;
- (h) not accept or promote fees payable by a student that are different from the Institution's tuition fee as shown on its current promotional material and website for any course provided by the Institution without the Institution's prior written consent;
- (i) at the Institution's request, assist with representing the Institution at seminars, trade fairs, exhibitions and conduct follow up activities on behalf of the Institution; and
- (j) provide the Institution with market intelligence about recruitment of students in the country.

#### ***Provision of Information to Students***

- 3.3 The Representative must give to students, before they complete an application for enrolment, current and accurate information provided by the Institution to the Representative about:
- (a) the Institution, including its campus location and the facilities, equipment and learning resources that are available to students;
  - (b) the courses, and in particular, the course that the student wishes to apply for;
  - (c) the requirements for acceptance into the courses, including English language proficiency requirements, education qualifications or work experience required. This must be done by reference to the material provided by the Institution or information on its website;
  - (d) living in Australia, including:
    - (i) the indicative costs of living for students and any dependents;
    - (ii) accommodation options; and
    - (iii) where relevant, schooling obligations and options for school aged dependents of students, including informing them that full school fees may be incurred.
- 3.4 The Representative must:
- (a) provide all necessary documentation to students to assist them in enrolling at the Institution, including all information required under the ESOS Act and National Code;
  - (b) assist students with their visa application (if required), enrolment in a course and other services required by the student;
  - (c) when required, provide to students pre-departure information and essential information required on arrival in Australia;
  - (d) direct students to the Institution's website for essential pre-enrolment information;
  - (e) regularly visit the Institution's website to obtain the most current information about the courses;
  - (f) inform students of the Institution's Policies and Procedures, including of their location on the Institution's website;

- (g) inform students of conditions which must be met by the student if a visa is granted, including:
  - (i) satisfactory course progress;
  - (ii) satisfactory class attendance; and
  - (iii) compliance with work rights;
- (h) inform students of the Institution's obligation to report students to the Department of Home Affairs (DHA) if the student does not maintain satisfactory course progress or satisfactory class attendance;
- (i) inform students that they are required to provide to the Institution their address, phone number and email at the time of application;
- (j) on request from the Institution, assist the Institution to collect outstanding tuition fees from a student. In the event of the student making a payment to [the Representative] for his or her scheduled tuition fees, it is the responsibility of the Representative to ensure the money is received and receipted by the Institution by the scheduled date. Failure to pay by the due date will cause the student to incur fees in accordance with the Institution's Policies and Procedures in which case the Representative will also make payment to the Institution of any such fees incurred; and
- (k) receive regular email updates from the Institution.

#### 4. Restrictions on Representative

4.1 Under this Agreement, the Representative must not:

- (a) manage applications from any student who does not have a genuine intention to stay in Australia temporarily;
- (b) once the representative has recommended the student to the Institution and the application has been processed by the Institution, assist that student to enrol in any other educational institution for the entire time the student is enrolled at the Institution;
- (c) engage in, or have previously engaged, in false or misleading advertising or recruitment practices which fail to comply with the obligation to provide ethical, accurate and consistent information about courses offered by the Institution;
- (d) submit fraudulent documents to the Institution in support of a student's application;
- (e) make any false or misleading comparisons with any education provider or their courses;
- (f) make any false or misleading claims of association of the Institution with any other education provider;
- (g) give any false or misleading information to a student about acceptance into a course or employment outcomes associated with a course;
- (h) give any false or misleading information about possible migration outcomes; or
- (i) bank any fees and charges payable to the Institution;

4.2 Under this Agreement and in compliance with the National Code, the Representative must not:

- (a) engage in, or have previously engaged in, dishonest practices including the deliberate attempt to recruit a student where such recruitment would conflict with the

Institution's obligations under Standard 7 of the National Code (Overseas Student Transfers);

- (b) facilitate the enrolment of students who do not comply, or whom the Representative believes will not comply, with student visa conditions;
- (c) use Provider Registration and International Students Management System (PRISMS) to create a Confirmations of Enrolment for other than a bona fide student; and
- (d) provide immigration advice where not authorised to do so under the *Migration Act 1958*.

## 5. Responsibilities of the Institution

5.1 The Institution must:

- (a) maintain as its principal purpose the provision of education;
- (b) at all times comply with the requirements of the ESOS Act and the National Code;
- (c) refund student fees in accordance with the Institution's refund policy;
- (d) regularly provide current, accurate and updated marketing material to the Representative in compliance with Standard 1 (Marketing Information and Practices) of the National Code;
- (e) take immediate corrective and preventative action upon becoming aware that the Representative is being negligent, careless, incompetent or is engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education sector;
- (f) inform **the Representative** when a student has tuition fees that are outstanding;
- (g) provide quality customer service throughout the duration of the courses;
- (h) abide by the requirements of all relevant regulatory bodies; and
- (i) provide arrival support on request from a student or their Representative in accordance with the Institutions Policies and Procedures.

## 6. Monitoring of the Representative's Activities

6.1 The Institution will monitor and evaluate the activities of the **Representative, including by:**

- (a) conducting student surveys about their experience with the Representative;
- (b) conducting annual Agent performance appraisals;
- (c) conducting individual meetings with the Representative as required;
- (d) conducting at least one meeting with the Representative each term to discuss:
  - (i) the results, progress and attendance of students referred to the Institution by the Representative that have been raised as a concern by the Institution's academic staff;
  - (ii) feedback obtained by the Institution from student surveys;
  - (iii) the Representative's communication strategy to ensure the Representative is giving accurate and current information to students;
  - (iv) any administrative issues

- (v) the marketing materials; and
- (vi) any other issues as identified by the Institution; and

(e) reviewing all data and information collected from and about the Representative on an annual basis.

6.2 The Institution can undertake a review of the Representative's performance under this Agreement at any time.

## 7. Corrective Action

7.1 Where the Institution becomes aware that, or has reason to believe,, through its monitoring and evaluation of the Representative's activities, that the education agent or an employee or subcontractor of that education agent has not complied with the education agents responsibilities under Standard 4 of the National Code, that corrective action may be required, the Institution may choose from a number of options including, but not limited to:

- (a) verbal counselling of the Representative;
- (b) further training in Admissions requirements and National Code obligations;
- (c) a written warning; and
- (d) termination under clause 10 of this Agreement.

7.2 On publication of term student results, the Institution will generate a report assessing the collective pass and fail rates of students referred by the representative.

The report will be forwarded to the representative for review and determination of any development plans.

## 8. Confidentiality

8.1 The Representative must keep confidential:

- (a) the terms of this Agreement;
- (b) the Commission; and
- (c) any personal information collected about a student in the course of business and must ensure the personal information is not passed on to any other organisation in accordance with the *Privacy Act 1988 (Cth)*.

8.2 The Representative must not disseminate or sell any reports, results, information or data relating to the supply of the Services under this Agreement unless the parties have agreed that such reports, results, information and data are the property of the Representative.

## 9. Student Change of Representative Request

9.1 Subject to this clause 9, the Representative and the Institution recognise that a student may change his or her representative if he or she is dissatisfied with the representative's services.

9.2 If a representative (Initial Representative) submits a student's application for enrolment that contains the student's signature and the initial Representative's authorised stamp, then the Institution will not regard a different representative (Replacement Representative) as the representative that recruited the Student unless:

- (a) where the student has not paid a deposit or received a Confirmation of Enrolment, the Institution receives written notification from the student notifying the Institution that the replacement Representative is the student's representative; or
- (b) where the student has paid a deposit or received a Confirmation of Enrolment,
  - (i) the Institution receives written notification from the student notifying the Institution that the replacement Representative is the student's representative;
  - (ii) the replacement Representative submits to the Institution the student's application for enrolment that contains the student's signature and the replacement Representative's authorised stamp; and
  - (iii) the Institution has not received an objection certificate from the initial Representative that the Institution considers is valid.

9.3 The Institution and the Representative agree that the Institution reserves its right to determine which representative recruited the student in its sole and absolute discretion.

9.4 The Institution will only pay commission to one representative in respect of each recruited student and will only pay commission to the representative that the Institution regards as having recruited the Student.

## 10. Termination of Agreement

10.1 Either party can terminate this Agreement at any time by giving the other party 28 days prior written notice.

10.2 If the Institution reasonably considers that the Representative has breached any provision of this Agreement, or engaged in conduct which it reasonably considers unprofessional and/or could bring the Institution into disrepute, the Institution may terminate the Agreement at any time and with immediate effect by giving notice to the Representative.

10.3 Without limiting the Institution's other rights of termination in this clause 10, where the institution becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging on false or misleading recruitment practices, the Institution will 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.

10.4 When this Agreement terminates, the Representative must:

- (a) submit to the Institution all applications and fees received up to the date of termination;
- (b) immediately cease to use any advertising, promotional or other marketing material supplied by the Institution and return such material to the Institution within thirty (30) days;
- (c) refer all enquiries received after the date of termination to the Institution.



## 11. Commission

11.1 Subject to the other provisions of this clause 11, the Institution must pay the representative the commission for each student who:

- (a) is recruited by the Representative;
- (b) is enrolled in a course; and
- (c) has paid the tuition fees that are due in full to the Institution,

**within 30 days of the receipt of a tax invoice, commission will be payable to the Representative.**

11.2 Subject to clause 9, the Representative will not be regarded as having recruited a student unless the representative submits the student's complete application for enrolment that bears the student's signature and Representative's authorised stamp.

11.3 No commission is payable by the Institution in relation to a recruited student unless:

- (a) the Representative has given the Institution a tax invoice for the commission payable in relation to the recruited student; and
- (b) the recruited student has commenced the units in respect of which the recruited student paid the tuition fees.

11.4 If the Representative does not submit a tax invoice to the Institution within 180 days of the last day of the unit in respect of which the recruited student paid the tuition fee, then there is no obligation on the Institution to pay any commission to the Representative in respect of that student for that unit and the Representative releases the Institution from any liability to pay any such commission.

11.5 If the Institution:

- (a) refunds the tuition fee to a Student (**refunded tuition fee**); and
- (b) has paid the commission to the Representative in respect of the refunded tuition fee,

then the Representative must refund to the Institution the commission paid in respect of the refunded tuition fee, and if the amount of the refunded tuition fee is less than the full amount of the tuition fees in respect of which the commission was paid, then the amount to be refunded will be determined on a pro-rata basis.

## 12. Indemnity

12.1 The Representative indemnifies and will keep indemnified the Institution and its officers, employees, sub-contractors and consultants from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it, whether on their own or jointly with the Representative in respect of any loss, death, injury, illness, damages, costs or expenses (whether to person or property) where caused by:

- (a) any unlawful or negligent act of the Representative, its officers, employees, representatives, sub-contractors or consultants; or
- (b) breach of Intellectual Property rights of any third party; or
- (c) breach of any part of this Agreement.

### 13. GST

- 13.1 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.
- 13.2 If GST is imposed on any supply made under this Agreement, unless the consideration for that supply is specifically described in this Agreement as 'GST inclusive', the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply. Subject to the recipient receiving a tax invoice in respect of the supply, payment of the GST must be made at the same time as payment for the taxable supply.
- 13.3 GST refers to the New Tax System (Goods and Services Tax) Act 1999 (Cth) in Australia only.

### 14. This Document is the Entire Agreement

- 14.1 This Agreement, its schedules and annexures (if any):
- (a) constitute the complete and full agreement between the parties as to their subject matter; and
  - (b) replace and supersede any prior arrangement or agreement between the parties and for the avoidance of doubt commission rates applicable under any prior agreement shall no longer be applied.

### 15. Variation

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

### 16. Notices

- 16.1 A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail.
- 16.2 A notice under this Agreement to the Institution must be sent to the address specified in the Parties section of this Agreement.
- 16.3 A notice under this Agreement to the Representative must be sent to the address specified on the Signature Page of this Agreement or if completed, the address specified in Schedule 2 to this Agreement.
- 16.4 A party which changes its address, facsimile number or electronic mail address must give notice of that change to the other party.
- 16.5 The Institution must be immediately notified of any change to any business trading name or legal entity name of the Representative.

### 17. Governing Law

- 17.1 This Agreement is governed by and construed in accordance with the law in force in the State of Victoria, Australia.
- 17.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and the Federal Court of Australia.

SIGNATURE PAGE

The Representative

Name:

ABN or Registration No. (If applicable):

Address:

Country:

Business Phone Number:

Email Address:

*Note: If details above are not correct or not current, please update address in Schedule 2 below. Address stated in signed returned agreement will overwrite above address*

*This agreement will take effect from the date of signing and replace any previous agreements.*

Commencement Date                      Thursday, 30 April 2020

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Executed as an agreement:

The Institution

[Representative Name]

Title: General Manager

Title:

Name: Francesca Macpherson

Name:

Signature:

Signature:

Date:                      30/04/2020

Date:

**Schedule 1: Commission**

Commission payments will be calculated in the appropriate currency on the following basis:

Country	Institution	Course Type	Commission Year 1	Commission Subsequent Years
Australia	CIC Higher Education Pty Ltd	Higher Education	20% of the Tuition Fees that are paid by a Student to the Institution	15% of the Tuition Fees that are paid by a Student to the Institution

**Schedule 2: If you have any other branches or a Head Office, please fill in their addresses below**

**Head Office Address:**

Company Name	
ABN or Reg no.:	
Address Line 1	
Address Line 2	
Country	

**Branches:**

Branch Name:	
Contact Name:	
Email Address:	
Address Line 1	
Address Line 2	
Country	

Branch Name:	
Contact Name:	
Email Address:	

Address Line 1	
Address Line 2	
Country	

Branch Name:	
Contact Name:	
Email Address:	
Address Line 1	
Address Line 2	
Country	

### Schedule 3: Privacy and use of agent Information in PRISMS

Agents working with CIC Higher Education agree that their business information will be:

- (i) recorded in the Provider Registration and International Student Management System (PRISMS). This may include your name, business email address, phone number and street address
- (ii) accessed by the Commonwealth Department of Education and Training, the Commonwealth Department of Home Affairs and other Commonwealth agencies that access PRISMS
- (iii) used to administer or monitor compliance with the Commonwealth legislation e.g. *Education Services for Overseas Students Act 2000*, *Migration Act 1958*; and
- (iv) disclosed by the Commonwealth Department of Education and Training to other Commonwealth entities (including, but not limited to ASQA and TEQSA), education institutions and publically. The Commonwealth Department of Education and Training will share individual agents' performance publically as aggregated data (but will not identify agent - provider relationships). Agent-provider relationships will only be identified when data is shared with education institutions and other Commonwealth entities.

You must also agree to personal information we currently hold in PRISMS regarding you and any other personal information we may collect in future being disclosed as described above. You must notify us if your intent to opt out of this initiative, if not, entering this agreement will be taken as agreeing to your data being used as described above.

Education agents are an important part of the Australian international education industry. Almost all are valued and respected by Australian education institutions and the students they assist to enrol and study in Australia. This government initiative to disclose the outcomes of students by the agent they are associated with is the first of its kind in the world and will see quality agents recognised for their high standards and levels of service.