

## AGENT AGREEMENT FOR THE RECRUITMENT OF OVERSEAS STUDENTS FOR ST PETER INSTITUTE

**The parties agree as follows:  
This is an Agreement between:**

St Peter Institute - RTO No. 22218 CRICOS Provider No. 03167G  
(further known as "the College")

Angel United Group Pty Ltd T/A  
St Peter Institute

Level 2, 271-281 Bourke Street, Melbourne, VIC 3000

Registered Training Organisation

governed by the National Vocational Education and Training Regulator Act 2011 amended in 2017.  
and [ ] (further known as "the agent")

### 1. Engagement Of The Agent

- 1.1 The Agent is engaged to perform the Services in the Territory ('the term') from [ ] to [ ]
- 1.2 The College is not bound only to use the Agent and can engage other Agents in the Territory during the Term.
- 1.3 Upon engagement, the Agent will receive from the college a certificate of appointment, the original copy of which is to be prominently displayed in the Agent's office at all times.

### 2. What The Agent Must Do

- 2.1 Under this Agreement the Agent must:
  - (a) abide by the highest ethical standards as defined in the Australian Government's *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students*;
  - (b) promote the Courses in the Territory;
  - (c) in accordance with the college's procedures and requirements, recruit and assist in the recruitment of students;
  - (d) assist people to become students and for that purpose, provide all necessary information about courses and assistance in completing forms or applications and submitting these to the college;
  - (e) arrange for English Language proficiency testing of potential students to be carried out through the *International English Language Testing System (IELTS)* by qualified persons in accordance with Australian Migration Regulations or through an alternative English language proficiency test as prescribed by the Department of Home Affairs for specified countries and visa subclasses;
  - (f) provide interpreters and free use of office space for joint promotions at mutually agreed dates during visits to the Agent by the college if requested to do so by the college; and
  - (g) regularly monitor the Australian Government Department of Home Affairs and from time to time or as directed by the college, attend local briefings, Australian Education International (AEI) sessions or agent meetings as deemed appropriate by the college or other information sessions concerning the recruitment of overseas students for study in Australia.
  - (h) Declare in writing and take reasonable steps to avoid conflicts of interest with its duties as an education agent of the registered provider.
  - (i) keep the College informed of any changes to their location/s and relevant staff members to include:
    - (j) The Head Office in each country
    - (k) The number of offices in other locations within the country
    - (l) The Principal agent (MD)
    - (m) The Agent's contact person
    - (n) The legal entity and trading name, if applicable

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# Education Agent Agreement



- (o) agrees that this agreement constitutes a 3rd party agreement as operated and as such demands additional compliance measures as directed by the VET Regulator
- (p) comply fully with the VET regulator and complete all and any directions and requests in a timely manner. All the documents and details should be available upon request during the time of audit.
- (q) accurately market the College's education and training services in a professional manner that maintains the integrity and reputation of the industry and in compliance with the Standards for RTOs 2015 or its successor and specifically all of the provisions of Clause 4.1 or its successor equivalent
- (r) have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

## 2.2 In performing the Services, the Agent must:

- (a) send any offer documents received from the college to the nominated prospective student within 3 business days of having received the offer documents;
- (b) within 5 business days of a prospective student paying fees to accept the offer, collect and forward all fees and charges payable to the college by prospective students that must accompany approved acceptance of offer documents and fax a copy of the bank draft and acceptance of offer form to the college;
- (c) advise the prospective student that they are required to provide the college with their residential address (which must not be the Agent's address);
- (d) if a prospective student's visa application is refused, advise them that the college will send the refund of the student's fees to their residential address (not the Agent's address); and
- (e) provide the college with market intelligence relevant to the recruitment of students in the Territory.
- (f) Observe appropriate level of confidentiality and transparency in their dealings with overseas students or intending overseas students.

## 2.3 The Agent must provide advice in plain English to prospective students as per the ESOS framework, before they make an application to study regarding:

- (a) The college and its facilities, equipment, student handbook and learning resources
- (b) courses including course content, CRICOS course code, the qualification or accreditation gained on completion, duration, holiday breaks, teaching methods, assessment methods, and details of any arrangements with other providers for recognition or completion of the course
- (c) total course fees, tuition fees, non-tuition fees, refund conditions and other tuition expenses;
- (d) living in Australia and the local environment of the relevant campus, including information about campus location, accommodation availability, costs of living, support and general welfare
- (e) the minimum level of English language proficiency, educational qualifications and work experience required for acceptance into a Course;
- (f) visa requirements which must be satisfied by the prospective student including English language proficiency levels and compliance with Government Department of Home Affairs rules regarding work limitations.
- (g) conditions imposed on student visas including satisfactory academic performance, attendance requirements and working rights and that the college will be required to keep a record of the student's academic progress and attendance at classes;
- (h) the college's requirement to report to relevant Australian government authorities a student's failure to meet their visa conditions relating to attendance or academic performance;
- (i) withdrawal arrangements;
- (j) admission procedures, credit transfers and the recognition of prior learning (RPL) policies at the college;
- (k) internal and external complaints and appeals procedures; and
- (l) non-academic student support services of special relevance to international students
- (m) explaining the restrictions while transferring from one college to another before completing 6 months of the principal course of study.

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- 2.4 The Agent must tell prospective students that:  
all students who come to Australia on a student visa must have a primary purpose of studying and must undertake full-time study;
- (a) any school age dependents that accompany them to Australia are required to pay full fees when they enrol in either government or non-government schools; and
  - (b) they are required to notify the college in writing of any change in their contact details, such as their Australian residential address and telephone number, after they commence their Course and in case of any change, notify the college within 7 days of the change.

### 3. What The Agent Must Not Do

3.1 The Agent must not:

- (a) act unethically in performing the Services. Unethical behaviour includes discounting of tuition and non-tuition fees, aiding and abetting in the submission of fraudulent documents for visa purposes, charging fees for application forms or brochures or misleading or deceiving prospective students in any way. The use or submission of a fraudulent document is a breach of this Agreement for which the college may terminate this Agreement with immediate effect;
- (b) engage in any dishonest practices, including suggesting to prospective students that they can come to Australia on a student visa with a primary purpose other than full-time study;
- (c) facilitate applications for prospective students who do not comply with visa requirements;
- (d) make any representations or offer any guarantees to prospective students about whether they will be granted a student visa; or about residency requirements in Australia; the Agent may however, refer prospective students to the Australian Government Department of Home Affairs for these purposes;
- (e) if the Agent operates within Australia, provide prospective students with 'immigration assistance' as defined by the Migration Act 1958, unless they are lawfully authorised to do so under that Act;
- (f) engage in false or misleading advertising or recruitment practices;
- (g) make any false or misleading comparisons with any other education provider or their courses, or make any inaccurate claims of association of the college with any other education provider or organisation;
- (h) give inaccurate information to a prospective student about acceptance into a course or into any other course;
- (i) undertake any advertising or promotional activity about the Courses or the college or any of its associates, sponsors, business partners or any other organisation without prior written consent of the college. Advertising or promotional activities will be at the Agent's expense unless otherwise agreed in writing by the College in advance;
- (j) receive or bank any fees or charges payable to the college by a prospective student or deduct any amount from such fees or charges;
- (k) give inaccurate information to a prospective student as to fees or charges payable to the college; and
- (l) impose any fee on a prospective student for their application or acceptance of offer unless this fee has been brought to the attention of the student prior to the lodgement of any papers and has been agreed with the college.

### 4. How The Agent Must Deliver the Services

4.1 In performing and delivering the Services, the Agent must:

- (a) promote the Courses with integrity and accuracy and recruit students in an honest, ethical and responsible manner;
- (b) inform prospective students accurately about the requirements of courses. This can only be done by referring students to material provided by the college;

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- (c) assist to uphold the high reputation of the college and of the Australian international education sector;
- (d) ensure all necessary evidence and documents accompany a prospective student's application or acceptance of an offer;
- (e) only undertake promotional and marketing activities which are connected to or make reference to the college which have been expressly authorised by the College; and
- (f) at all times comply with the requirements of the National Code 2018.

## 5. What The Agent Is Not Authorised To Do

- 5.1 The Agent is not authorised to, and must not, at any time;
- (a) commit the college to accept any prospective student into a course and must not make representations that a student will automatically be accepted into a course;
  - (b) use or access PRISMS, the Australian Government electronic enrolment system, without prior written consent by the college; and
  - (c) use any registered or unregistered Mark of the college without the prior written consent the college.

## 6. What The College Must Do

- 6.1 The college must:
- (a) provide the Agent with sufficient and up to date information to enable the Agent to provide the Services;
  - (b) facilitate the Agent in gaining access to information relevant to visa requirements and the process of visa applications;
  - (c) inform the Agent of any changes to visa requirements promptly after becoming aware of any such changes;
  - (d) duly process all completed applications received.
- 6.2 The college shall have absolute discretion to establish the fees, charges, terms and conditions relating to the college's courses and is under no obligation to accept any prospective students referred by the Agent.
- 6.3 Registered provider is responsible all the times for compliance with ESOS act and National Code 2018.

## 7 Monitoring Agent Activities

To ensure that SPI is using reputable agents the College will initiate a monitoring procedure with all active agents. This monitoring process is outlined as follows.

- a) regular face-to-face meetings with agents onshore or offshore;
- b) telephone/teleconference meetings;
- c) regular reports from agents
- d) surveys of students recruited by the Agent
- e) performance benchmarks included in agreements
- f) spot checks by providers, for example, to observe agents at work at education fairs

In considering the performance of the Agent, the Marketing Manager will consider the following criteria:

- a) The Agent's compliance with the Agent Agreement and any conditions placed on the Agent by St Peter Institute;
- b) The number of Students the Agent has recruited and the conversion rate of:
  - i. Enrolment Applications to Offers (Offers divided by Application);
  - ii. Offers to actual enrolment (Enrolment divided by Offers);
  - iii. the reasons why applications from potential Students did not proceed to Student enrolment status;
  - iv. the number of Student Visa refusals for Students recruited by the Agent;

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- v. Any feedback or information from Students or third parties regarding the Agent; students who have been recruited by the Agent, may complete a Student Feedback of Agent form. This form is provided by Student Support to all arriving students.
  - vi. Quality, accuracy and currency of information and advice provided by the Agent to Students.
  - vii. Quality of the appointment as assessed by St Peter Institute.
  - viii. Agent's marketing materials and information access;
  - ix. Number of students transferring to other educational providers and the reasons for any transfer.
  - x. Communication with St Peter Institute in a timely manner.
  - xi. Response and action taken towards complaints are made in a timely manner.
- The review will be undertaken by the Marketing Manager. Minutes of any meetings or notes of internal reviews will be taken and kept on the Education Agents file.
  - Further monitoring of Education Agents activities and conduct with prospective students will be gained through feedback collected from students upon enrolment. Through the course orientation, students will be asked to complete a survey in relation to their dealings with Education Agents that represent SPI.
  - This process ensures that any issues relating to Education Agents providing misleading or dishonest information to prospective students is identified and can be addressed.
  - Any issues that are identified will be discussed in Monthly Meetings and if required, discussed with the particular Education Agent. This meeting / discussion is to be documented and kept on the Education Agents file.
  - If an education agent is found as being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, or engaged in practices that could harm the integrity of Australian education and training, the Marketing Manager must organise a meeting with the Agent and Agent staff to counsel them immediately.

## 8 Business Plan

- 8.1 The Agent must submit their KPI's in consultation with the college, comply with the Plan when delivering the Services, and participate in any Reviews of its delivery of the Services when requested by the college.
- 8.2 The college may make enquiries of the Agent at any time to discuss any aspect of the delivery of the Services and of the Business Plan.

## 9 Agent's Fees

- 9.1 Subject to the other provisions of this **clause**, the college must pay the Agent a Fee calculated in accordance with Item 3 of Schedule 2 for each student who:
- (a) is recruited by the Agent;
  - (b) is enrolled in a course and has commenced that course;
  - (c) has paid the respective tuition and non-tuition fees to the college.
- 9.2 For the purposes of this Agreement, an Agent will not be regarded as having recruited a student unless:
- (a) the Agent submits the student's application for enrolment and that application also bears the Agent's name; and
  - (b) the Agent submits an acceptance by the student of any offer of place in a course from the college.
- 9.3 No fee will be payable by the college to the Agent if the student is recruited through the college programs for recruitment of students conducted in Australia.
- 9.4 If a student recruited by the Agent withdraws from their course prior to commencement of a course, the college will not pay the Agent any processing charge.

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- 9.5 If a student recruited by the Agent withdraws from the course for which they were enrolled but enrolls in another course offered by the college within the student's first semester, the college will still pay the Agent's original fee.
- 9.6 No fee is payable by the college in relation to a recruited student unless the Agent has submitted an invoice relating to the student:
- (a) containing the family name and given names, residential address, date of birth, course of study and commencement date of the student;
  - (b) presented on the Agent's letterhead, containing current address, telephone, fax and email details of the Agent;
  - (c) including the date and an invoice or reference number; and containing such other information as the college may require from time to time.
- 9.7 The Agent must invoice the college for Fees Payable to Agent no later than 120 days after the student has commenced study with the college. The college will pay Fees to the Agent based upon the enrolment status at the time of invoice or 45 days after the student commenced study at the college, whichever is the later.
- 9.8 The Agent must invoice all the due commission within 180 days of the student finishing their last course. There will be no records kept of provided to the agent for the said student after this 180 days' period is elapsed.
- 9.9 If the student varies their enrolment status by more than 25% then the college may alter the fees payable by the student and consequently the fees payable to the Agent.
- 9.10 If there is a dispute whether an Agent has recruited a student or a student has submitted their own documentation or for any other reason, the college has an absolute discretion to determine whether the Agent recruited a student
- 9.11 If there is a dispute between two or more Agents concerning the recruitment of a student, the college has an absolute discretion to pay the Agent that it determines has recruited the student.
- 9.12 No commission or fees will be payable by the college on group or project activities either in Australia or overseas. St Peter Institute will provide the Agent with a total price for such programs and the minimum and maximum number of participants per group. The Agent will be responsible for covering its own costs associated with each program and determining the fee per participant.
- 9.13 The college may request any student to provide it with information about the fees or charges paid or payable by the student to the Agent and other information. This information may be considered during any Review.

## 10 Acceptance of Students

- 10.2 The college will be the final arbiter regarding a student's acceptance into any course at the college.

## 11 Assignment and Subcontracting

- 11.1 The Agent must perform the Services and must not agree with any other person or organisation for the performance of the Services by any person or organisation other than the Agent unless the Agent has first obtained the written consent of the college.
- 11.2 If the college agrees to the Agent contracting with another party under **clause 11.1**, the Agent agrees that it will remain responsible for delivering all the Services under this Agreement as the Primary Agent.
- 11.3 The Agent must provide any sub-agent with copies of this Agreement and ensure that the sub-agent undertakes to comply with its terms.
- 11.4 The Agent must provide the college with the names and contact details of all sub-agents and copies of the documentation by which they are appointed within 5 business days after such appointment.

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## 12 Termination of The Agreement

- 12.2 This Agreement terminates all prior Agreements between the college and the Agent for the recruitment of overseas students, including as to any matter covered by this Agreement.
- 12.3 This Agreement will terminate if:
- (a) either party gives the other party 30 days prior written notice; or
  - (b) the college is directed or required to terminate the arrangement by a relevant Australian Government Department. In such cases, termination will be effective.
- 12.3 This agreement may be terminated at any time by the college.
- 12.4 If the Agreement is terminated by either party, the Agent must:
- (a) submit to the college all applications and tuition and non-tuition fees or any other charges from prospective students received up to the date of termination; and
  - (b) cease to use any advertising, promotional or other material supplied by the college and return such material to the college by registered mail or by a reputable international courier.
- 12.5 This Agreement will lapse if there is no activity by the Agent to refer overseas students within the first 12 months or such other time as agreed in writing with the college.
- 12.6 On termination of the appointment of the Agent, all money which has been paid and all money to be paid for work done to the date of termination shall be in full and final satisfaction of all claims by the Agent under the Agreement.

## 13 Continuation of The Agreement

- 13.2 Where the parties agree in writing, this Agreement may continue and its terms may be extended for a period of 12 months or such other time as is agreed in writing by the parties.

## 14 Notices and Variations

- 14.1 This Agreement can only be altered in writing, signed by both parties.
- 14.2 A notice under this Agreement by a party must be in writing and sent by prepaid airmail, facsimile or electronic mail to the address of the other party specified in Item 4 of Schedule 2.
- 14.3 A party that changes its address, facsimile number or electronic mail address must give notice of that change to the other party within seven days.
- 14.4 From time to time the parties may agree to additional activities to be undertaken by the Agent to be identified in Schedules attached to this Agreement.
- 14.5 The parties agree to vary this Agreement if required because of changes to relevant Acts, the National Code 2018 or Regulations.

## 15 Entire Agreement

- 15.1 This Agreement and its Schedules and annexure constitute the entire and full Agreement between the Parties as to its subject matter.
- 15.2 This Agreement replaces and supersedes any agreement or arrangement between the parties in relation to its subject matter.

## 16 Applicable Law

- 16.1 This Agreement is governed by and is to be construed in accordance with the law in force in the State/s of delivery, Australia.
- 16.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the State/s of delivery, Australia, including the Federal Court of Australia.

## 17 Definitions and Interpretation of This Agreement

- 17.1 In this Agreement:
- 'Courses'** means the Full-time Registered courses offered by the college and registered in accordance with the requirements of the ESOS act;

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**'Tuition fees'** means the course fees paid by the student towards the tuition only and as mentioned in the tuition fees section of the written agreement. Registration fees, repeat unit fees, reassessment fees, OHSC fees, Material fees and other fees not defined as tuition fees are not part of the tuition fees.;

**'CRICOS'** means the Commonwealth Register of Institutions and Courses for Overseas Students;

**'Enrolment Status'** is defined as the number of currently enrolled hours at a given point in time. This is directly related to the planned study load for the course in which the student is enrolled.

**'ESOS Act'** means the Education Services for Overseas Students Act 2000, amended in 2017 of the Commonwealth of Australia, as amended from time to time; For more information, please follow the link <https://www.legislation.gov.au/Details/C2020C00039>

**'Full-time' and 'Full-time study'** means the amount of study for a particular Course which is approved by the accrediting authority for the Course, or in cases where the accrediting authority gives no such approval, means 20 contact hours per week, as defined by the National Code;

**'Marks'** means logos, trademarks, designs, crests that belong to or carry the name of the college and any variations or modifications thereto.

**'National Code'** means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time;

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

**'Prospective student'** means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming, a Student, an **'overseas student'** or **intending overseas student'** as defined by the **ESOS Act**;

**'Review'** means a review of the Business Plan, which may be conducted by the college and the Agent at the expiration of the Term or at any other time;

**'Services'** means all the services and obligations described in **clause 2**;

**'Student'** means a person (whether within or outside Australia) who holds a student visa and is an **'overseas student'** as defined by the **ESOS Act**;

**'Territory'** means the countries or regions specified in **Item 2 of Schedule 2**;

**'Term'** means the period for which the Agent is engaged as described in **clause 1.1**.

17.2 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 gender include the other gender;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and other similar expressions are not words of limitation; and
- (e) money is in Australian dollars unless otherwise stated and reference to 'AUD' or A\$ is a reference to Australian currency

## 18 Privacy Principal

Our agent/s agrees to their personal information being:

- recorded in PRISMS. This may include your name, business email address, phone number and address;
- accessed by the Australian Government Department of Education and Training, Department of Immigration and Border Protection and other Commonwealth agencies that access PRISMS;
- used to administer or monitor compliance with the Commonwealth legislation e.g. Education Services for Overseas Students Act 2000 amended in 2017, Migration Act 1958; and
- disclosed by the Australian Government Department of Education and Training to other Australian Government entities (including, but not limited to ASQA and TEQSA), education institutions and publically. The Australian Government 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 providers and other Australian Government entities.

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## SCHEDULE 1

**Standard 4 of The National Code Refer to <https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodepartd/Pages/ExplanatoryguideD4.aspx>**

- Registered providers take all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.
- Registered provider is responsible all the times for compliance with ESOS act and National Code 2018.

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# Education Agent Agreement



**SIGNED for and on behalf of the college by:**

[Rajan Chopra, CEO]

Signature..... Date .....

In the presence of: [ ]

Signature..... Date .....

SIGNED for and on behalf of Agent by: [ ]

Signature..... Date .....

In the presence of:

[Name of Witness for Agent's representative]:

Signature..... Date .....

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