

EDUCATION AGENT AGREEMENT

AGREEMENT DATE	00/00/0000	
TERM	This Agreement is valid for until 30th of June 20__.	
BETWEEN	Innovative Institute of Australia (collectively "IIA", "Institute", "the Institute", "we", "us", "our").	
	Institute Representative	
	Email	
	Phone Number	
	Address	
AND		
	Agent Name	
	Trading Name	
	ABN (if applicable)	
	Agent Representative	
	Email	
	Phone Number	
	Address	
BACKGROUND	a. The Institute wishes to recruit full-time overseas students. b. The Education Services for Overseas Students Act 2000 ("ESOS Act") imposes certain obligations and requirements on the Institute of education and training courses for overseas students and the Institute's education agents, including the obligations set out in the National Code of Practice Providers of Education and Training to Overseas Students 2018 ("National Code 2018"). c. The Institute is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Provider Code: 03807C and RTO Numbers: 45549.	

	d. The Agent provides services of recruiting suitable prospective students for enrolment and study in Australia. e. The Institute wants to engage the Agent as its representation in the Territory. f. The Agent is aware of the requirements of ESOS Act, National Code 2018 and has agreed to comply with those requirements. g. The Agent is appointed to be the Agent of the Institute only for the term of the agreement and only for the purpose set out in this agreement. h. The Agent is neither an employee nor a partner of the Institute. i. The Agent shall not represent itself as an employee or partner, or make any promise, warranty or representation or execute any contract or otherwise deal on behalf of the Institute, except as allowed for in this Agreement. j. The Agent is appointed to be the Agent of the Institute only for the term of the agreement and only for the purpose set out in this agreement.
DEFINITIONS	a. Agent's Fee: means commission (the fee) calculated under Schedule 1. b. GST: refers to the Goods and Services Tax under A New Tax System (Goods and Services Tax) Act 1999 and the terms used to have the same meanings as in the GST Act. c. PRISMS: means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic Confirmation of Enrolment). d. CRICOS: The Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) is an Australian government register that lists Australian education providers. e. OSHC: is an insurance product that basically gives international students a level of insurance coverage that is based on the

	Australian Medicare system. Overseas Student Health Cover is commonly referred to as OSHC. f. The Agent/Education Agent: means an education agent that is an entity (whether in or outside Australia) that: a) engages in any of the following activities in relation to a provider: i. the recruitment of overseas students, or intending overseas students; ii. providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment; iii. other wise dealing with overseas students, or intending overseas students; and b) is not a permanent full-time or part-time officer or employee of the provider. g. Program(s)/Course(S): means the full-time registered programs offered by the Institute and registered on CRICOS. h. Tuition Fees: refers to the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student) that are ‘directly related to the provision of the course that the Institute is providing, or offering to provide, to the student’. In this context ‘tuition’ takes its common meaning – that is, a charge or fee for educational instruction. i. Non-Tuition Fees: refers to the fees that the Institute receives directly or indirectly from a student or intending student (or another person who pays the fees on behalf of a student), which constitute any other additional fees charged by the Institute that are not included in tuition fees. Non–tuition fees cover other items not directly related to tuition and may be compulsory or discretionary. (e.g., application fees and course material fees).
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	j. Prospective Student(s): means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a student at the Institute. k. Student(s)/Client(s)/Applicant(s): means an ‘Overseas Student’ as being defined in the ESOS Act. l. Territory: means the area(s) where the Agent will conduct marketing activities and recruitment of international students. m. Term: means the period set out in this agreement. n. 2025 Standards for RTOs: refers to the <i>National Vocational Education and Training Regulator (Outcome Standards for NVR Registered Training Organisations) Instrument 2025</i>.
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. Grammatical forms of defined words or expressions have corresponding meanings. d. Each item, clause or stipulation in this agreement must be read and interpreted in relation to and in conjunction with the other applicable and relevant parts of this agreement. e. Money is in Australian dollars unless otherwise stated, and a reference to ‘A\$’, ‘AUD’, ‘\$A, dollar’ or ‘\$’ is a reference to Australian currency f. Schedule 1 of this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.
ENGAGEMENT OF THE AGENT	a. The Institute engages the agent to be its Agent to perform the services in the territory as defined in Schedule 1 item 1.

	b. This is a non-exclusive agreement. The Institute may appoint other agents in the Territory. c. The agent cannot promote the Institute outside the territory or perform the services outside the territory without the Institute's prior written consent. d. If the agent wishes to expand the Territory, the agent must make a written submission to the Institute no later than 30 days before the recruitment of prospective students in the new territory is planned to start. The Institute is under no obligation to recognize the agent's new Territory or accept prospective students recruited by this agent representation the new territory.
RESPONSIBILITIES OF THE AGENT	a. Promote the Institute in the territory in accordance with the Institute's policy and procedures; recruit and assist in the recruitment of prospective students to undertake the courses. b. Only adopt the information provided by the Institute and ensure the information is current. c. Where materials are provided to the agent, including any updated information, the agent is required to confirm receipt of the updated materials. Where the material has been sent to the agent electronically, an email confirmation is requested. Mailed materials may have their receipts confirmed by mail, fax or email. Any receipt must acknowledge that all former materials will no longer be used and will be immediately replaced with the new materials. d. Provide accurate and up-to-date information that received from the Institute to students in plain English and avoid mistakes and misleading behaviors. The information includes: i. The Institute's campus(es), facilities, equipment and learning resources;

	ii. The programs, including courses' contents and durations, courses' fees, qualifications to be awarded and modes of study; iii. The Institute's Refund Policy; iv. The minimum requirements of English language levels and educational qualifications to enter courses; v. Visa requirements that must be satisfied by the students including English language proficiency levels; vi. Pre-Arrival Information, including the Student Handbook issued by the Institute. e. Advise students in plain language that their primary purpose of coming to Australia on student visa is to study and students are expected to complete their courses within the duration. f. Assist students in completing and submitting application files to the Institute. g. Recruit prospective students in an honest, ethical, responsible and timely manner. h. Ensure Application Forms are signed by students, and when submitting completed applications to the Institute, the agent must provide the company details and signature on Application Forms. i. Ensure that any information and/or documents from the Institute are provided to prospective students within 24 hours of receipt. j. Provide marketing information, students' feedback and any other information requested by the Institute or required by this Agreement. k. Seek written approval from the Institute prior to using the Institute's name(s) in any form of activities. l. Only undertake promotional and marketing activities involving the Institute that have been approved by the Institute in written.
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	m. Uphold the high reputation of the Institute and of the Australian international education sector. n. Act in accordance with the Institute's policies, procedures and directions given by the Institute. This includes participation in monitoring activities. The Institute's staff monitor the activities of education agents through a variety of channels, including annual meetings, phone interviews (for offshore agents), surveys of students and collection of feedback from students. During meetings (for on-shore agents) or phone interviews (for off-shore agents), the Institute's staff review student feedback with the agent and verify the accuracy of the information presented to students and the currency of documents distributed on behalf of the Institute. o. Act in prospective students' best interests during recruitment activities. p. Maintain knowledge of the current Vocational Education and Training System in place at the time of this agreement. This is to include the Australian Qualifications Framework, types of qualifications, structure of qualifications, principles and practices of competency-based training and assessment, ESOS Act, PRISMS, student visa requirements for VET courses and CoE. q. The Agent and its employees must not i. Engage in any dishonest practices, including suggesting prospective students that they may come to Australia on Student Visas with other purposes other than full time study. ii. Give prospective students' inaccurate information about the programs to the Institute, and/or their acceptances into programs. iii. Receive the fees that prospective students should pay to the Institute.
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	iv. Make any representations or offer any guarantees to prospective students about the likelihood of guaranteeing student visas. v. Engage in false or misleading advertising or recruitment practices. vi. Make any false and/or misleading comparisons with any other education providers and their Programs or make any inaccurate claims regarding any associations between the Institute and other education providers. vii. Undertake any advertising or promotional activity about the programs or the Institute without the prior written consent of the Institute. viii. Commit the Institute to accept any prospective student into a Program. ix. Actively recruit, or attempt to recruit, prospective students when the agent knows this student has engaged the services of another official agent of the Institute. x. Sign, encourage or allow others to sign official documents, such as the Application Forms and Pre-Training Review documents, on behalf of prospective students. Students' signatures that appear on all official documents must be signed by the students themselves. xi. Deliberate attempt to recruit a student where there are clearly conflicts with the obligations of the Institute Overseas Student Transfer Policy. xii. Facilitate the enrolment of a student that the education agent believes will not comply with the conditions of his or her student visa. xiii. Use PRISMS to create CoEs. xiv. Keep an employee that the agent becomes aware of, or reasonably suspects, dishonest practices, including the
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	deliberate attempt to recruit a student where this is clearly conflicts with the obligations of the Institute under National Code 2018 or any of the other dishonest practices outlined above.
RESPONSIBILITIES OF THE INSTITUTE	a. Give the agent sufficient, clear and accurate information to enable them to provide the Services; this includes ensuring that the Agents have access to up-to-date and accurate marketing information and materials by post, email or meetings. b. Access completed applications from prospective students in a timely manner. c. The Institute is under no obligation to accept a prospective student referred by the agent. The Institute will notify the agent promptly of the acceptance or rejection in writing. d. The Institute will monitor the agent's performance and activities through meetings, reports, phone calls and surveys of students and relevant stakeholders. The Institute reviews students' feedback on the agent and adopts the feedback to ensure continuous improvement. e. The Institute will take immediate and appropriate corrective action, including the termination of the agreement with the agent, should it become aware of any negligent, careless or incompetent conduct by the agent. This will also apply in the event of the agent engaging in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training. f. The Institute will terminate the agreement with the Agent immediately if the Institute becomes aware of, or reasonably suspects, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the

	obligations of the Institute under National Code 2018 or any of the other dishonest practices outlined above. g. The Institute will not accept students from an education agent that is or has previously engaged in dishonest recruitment practices, including the deliberate attempt to recruit a student where there are clearly conflicts with the obligations of the Institute's Overseas Student Transfer Policy.
AGENT'S FEE (COMMISSION)	a. Subject to the other provisions of this agreement, the Institute will pay an agent's fee (commission) for each student who i. is recruited by the agent, and ii. has paid the tuition fee to the Institute, and iii. has commenced the program successfully, and iv. who has not, subsequent to commencing the program, been fully refunded the fees. b. The Institute will not pay commission to an agent from 1 April 2026, if the agent recruits a student who moves from another Australian education provider to the Institute before completing their first course. It includes a student who has commenced studies, whose enrolment is cancelled, who withdraws from their course, or who is in between courses in a package, as in these cases, they have previously commenced a course with a provider. c. An agent is considered to recruit a student under this Agreement when this agent submits the student's Application Form and that form also bears the Agent's name. d. A commission is not paid where a prospective student applies to enrol directly to the Institute. e. A commission at the agreed rate is a percentage of tuition fees only (as outlined in Schedule 1). Additional non-tuition course fees, (such as Application Fee, Material Fee, late assessment fee, CoE extension fee, home stay and OSHC) are excluded.

	f. A commission will be paid upon student payment of tuition fees. Agents are entitled to claim their commissions four (4) weeks after students successfully commence their courses. g. The Agent must claim the commission from the Institute for successfully recruiting students who have enrolled within 12 months. h. GST: The agent is responsible for GST (if applicable) and if not invoiced or collected, the Institute denies any responsibility in the future. Subject to any other provision of this agreement expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.
INVOICE	a. No agent's fee is payable unless the agent has submitted a valid invoice as follows: i. An invoice lists successfully recruited students' information, including names, dates of birth and course names. ii. An invoice contains an invoice number, date of invoice, Agent's contact details such as a valid email address, phone number, address, entity name and ABN (if applicable). iii. An invoice contains correct amount. iv. An invoice contains completed and accurate bank and account details. Any financial lost caused by uncompleted and/or inaccurate information is covered by the agent. b. Payment is made within 20 business days from receipt of a valid invoice.

	c. When the agent asks an agent's fee to be paid to a bank that is not in Australia, the international transaction fee will be covered by the agent.
CONFIDENTIALITY	a. Each party agrees to keep all confidential information provided by the other party other than to the extent disclosure that is reasonably required to perform its obligations under this agreement. b. During the continuance of “the Agent’s” engagement with the Institute or at any time after the termination thereof (except in the proper course of the Agent’s engagement services), the Agent agrees not to disclose to any other person, firm or corporation without the prior consent in writing of the Institute, any confidential information in relation to the Institute or its business or any trade secrets of which the Agent shall become possessed whilst engaged by the Institute or any information concerning or relating to the business of related entities/customers of the Institute learnt by the Agent in the course of Agent’s engagement by the Institute. c. For the purposes of this Agreement, “confidential information” means that the agent shall observe strict secrecy in relation to any information about the mode of operation, method, advertising, software, investigative results, feasibility studies, data, material and the like, know-how, profits and the financial position of either the Institute and/or related entities and/or its agents and any other information relating to their mutual businesses and which may have been or may be discovered, furnished or disclosed to the agent or which may be acquired by the agent directly or indirectly from the Institute or third parties with respect to the business of the Institute and shall not disclose

	any information except with the prior written consent of the Institute. d. The Institute is obliged by the requirements of the National Code 2018 clause 4.2.6 to disclose the following information about the agent to the Australian National VET regulator, the Australian Skills Quality Authority. Information that will be shared: Agent name, contact details, location, agent agreement, payments made to the agent by the Institute, students enrolled, performance reviews, communications between the Institute and the agent, feedback from students on agent performance. e. The Institute is obliged, by the requirements of the National Code 2018 and ESOS 2000 Act to: - i include all the Institute's education agents on the Institute's website. - ii report the education agent's details in PRISMS where the Institute has facilitated the acceptance for enrolment of a student in a course. - iii keep records of the education agent's details where the Institute has facilitated the acceptance for enrolment of a student in a course. - iv provide the education agent and the education agent commission information to the Secretary of the Department of Education (the Secretary) under a request from the Secretary. The information may include and not limited to: A. the total amount in dollars given to each education agent B. the value and description of non-monetary benefits given to each education agent C. the number of accepted students of the provider recruited by each education agent.
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INDEMNITY	a. Each party commits to irrevocably and unconditionally indemnifies and agrees to keep indemnified the other party and its respective Directors, officers, Employees, Agents and Agents from any liability, loss, harm, damage, cost or expense that may result from: i. The negligent acts or omission of the other party as a consequence of or incidental to the performance of this agreement and/or; ii. Any breach of the terms and conditions of this agreement. b. If the Institute incurs or suffers any loss or damage as a result of any of the above and it needs to rectify the position, the Institute may deduct the amount incurred from any payment due or which becomes due.
DISPUTE RESOLUTION	a. In the event that either party has concerns arising from the performance of this agreement, then the party asserting the concern should first notify the other in writing of the nature of that concern. b. If the matter cannot be resolved within 28 days of the date of the written notice having been given, then with the mutual agreement of the parties a mediator will be appointed.
ASSIGNMENT AND SUBCONTRACTING	a. The agent must not assign or subcontract this agreement or any right and obligations under this agreement to any third party without the prior written consent of the Institute (which may be withheld at its discretion). b. Despite any subcontract, the agent remains liable for performing its obligations under this agreement. c. The agent must immediately terminate activities with a stakeholder if the agent becomes aware of, or reasonably

	suspects, this stakeholder's dishonest practices, including the deliberate attempt to recruit a student where this is clearly conflicts with the obligations of the Institute under National Code 2018 or any of the other dishonest practices outlined above.
NOTICES	a. A notice under this agreement must be in writing and sent by prepaid registered mails, facsimile, or emails to the party at the address set out in this agreement. b. When a party has changed its address, email address and/or phone numbers, this party must give notice of that change to the other party within 3 (three) business days.
VARIATION	b. This Agreement may only be altered in writing and signed by both parties. c. Any further amendments will be communicated between the two parties and copies will be kept in the agent's file.
GOVERNING LAW	a. This agreement is subject to the laws of the State of Victoria, Australia, and is to be interpreted in accordance with these laws. b. The courts of the State of Victoria, Australia, and the Federal Court of Australia have non-exclusive jurisdiction in this matter.
COMPLIANCE WITH RELEVANT LEGISLATION	a. The Institute and the agents must comply with various legislative requirements, guidelines and standards that the Institute supports or to which the Institute is a signatory. It includes the Standards for Registered Training Organisation, ELICOS Standards 2018 and the National Code of Practice for Providers of Education and Training to Overseas Students 2018. b. The agent acknowledges that it is subject to the Code of Ethics under the National Code, which includes the obligation to

	undertake its business in accordance with the following principles: i. the practice of responsible business ethics; ii. the provision of current, accurate and honest information in an ethical manner; iii. the development of transparent business relationships with students and the Institute using written agreements; iv. protection of the interests of minors; v. the provision of current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ; vi. acting professionally at all times; a) working cooperatively with destination countries and the Institute to raise ethical standards and best practice; vii. familiarise itself with the requirements of the Code of Ethics and comply with the Code of Ethics at all times https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf c. The Education Services for Overseas Student Act 2000 (“ESOS Act”). https://www.legislation.gov.au/C2004A00757/latest/text d. National Code of Practice for the Institute of Education and Training to Overseas Students 2018. https://internationaleducation.gov.au/Regulatory-Information/Pages/National-Code-2018-Factsheets-.aspx e. Users’ Guide to the Standards for RTOs. https://www.asqa.gov.au/standards f. National standards for ELICOS providers and courses
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	Federal Register of Legislation - ELICOS Standards 2018 g. The Australian International Education and Training Agent Code of Ethics is based on the London Statement https://www.britishcouncil.org/sites/default/files/london_statement.pdf. These requirements ensure education agents adhere to and practice responsible business ethics, and the agent should understand its obligations to provide current, accurate and honest information to overseas students to help them make informed decisions of studying in Australia.
AGENT MONITORING	a. The performance of each Agent will be reviewed by the Institute annually. b. The Institute will consider the performance of the Agent to decide whether to: i. maintain the agent's appointment, ii. appoint the agent for a further period subject to certain conditions, and iii. terminate the agent's appointment in accordance with the termination clause of this agreement. c. In considering the performance of the agent, the Institute will consider the following criteria: i. the agent's compliance with the Agent Agreement and any conditions placed on the agent by the Institute, and ii. the number of students the agent has recruited successfully, and iii. the number of student visa refusals, and iv. feedback or information from students or relevant stakeholders regarding the agent. d. Students who have been recruited by the agent may be required to complete student surveys. A survey is provided by the Institute to all new students within their first (1st) term.

	e. The processes to be used to monitor the agent's performance may include one or more of the following: i. regular face-to-face meetings with onshore or offshore agents, and ii. telephone/teleconference meetings, and iii. regular reports from agents, and iv. surveys from the students recruited by the agent, and v. surveys from the parents of the students recruited by the agents, and vi. performance criteria included in agreements, and vii. spot checks by the Institute, for instance, to observe agents at work at education fairs.
CORRECTIVE AND PREVENTATIVE ACTIONS	a. If the Agent is found to be in breach or potentially in breach of the agreement and/or their obligations under the ESOS Act, the Institute may: i. cease the agent agreement, and ii. correct incorrect information provided to students, and iii. write a letter to the agent to inform about the incorrect information, and the Agent must provide a written response within seven (7) working days of the date of the letter, and b. After seven (7) working days and upon receipt of the agent's letter, the Institute may consider the agent's performance in light of: i. the agent's response to the letter, and ii. whether the agent engaged in unprofessional conduct, and iii. the consideration contained in the agent performance appraisal, and

	c. In consideration of the agent's conduct and performance, the Institute may: i. require the Agent to undertake further training about the agent's responsibilities under this agreement and requirements under the National Code 2018, ESOS Act 2000 and ESOS Regulations 2019, ii. maintain the agent's appointment iii. warn the agent, iv. suspend the agent's appointment, v. maintain the agent's appointment subject to certain conditions, vi. terminate the agent's appointment immediately. d. If the Agent refuses to undertake the required corrective and preventative action, the Education Agent Agreement will be terminated immediately.
TERMINATING THIS AGREEMENT	a. This Agreement is automatically terminated when the Institute becomes aware or reasonably suspects that the agent (and its employees): i. is engaged in or has been previously engaged in dishonest practices, including the deliberate attempts to recruit the student where this clearly conflicts with the Agent's obligations in this agreement, and/or ii. facilitates applications for prospective students who do not comply with his/her student visa requirements, and/or iii. uses Provider Registration and International Students Management System iv. (PRISMS) to create Confirmation of Enrolment, and/or

	v. provides prospective students with migration advice, unless the agent is authorised to do so under the Migration Act 1958. b. Either party may terminate this agreement at any time by giving the other party 20 working days prior written notice. c. The Institute may terminate this agreement immediately by giving notice to the agent that the agent has breached a provision of this agreement, and/or when the Institute is directed or required to do so by a relevant Australian government agency. The notification of termination will be sent to the agent and other relevant government agencies (if required). d. On termination of this agreement, the agent must, within 5 (five) working days: i. Submit all prospective students' application files, received up to the termination date, and ii. Immediately cease advertising and/or promoting the Institute, using materials supplied by the Institute and return these materials to the Institute by registered mails. e. This agreement will lapse if the agent does not successfully recruit students to the Institute within the first 12 months of this agreement. f. Termination of this agreement by either party does not affect any accrued rights or remedies of either party. Any collected evidence of engagement in dishonest activities by the agent, if available, and minutes of meetings noting relevant discussions are retained on file by the Institute. g. A copy of this agent termination will be retained in the agent's file by the Institute.	
SCHEDULE 1	Business Territory	Australia onshore and offshore
	Commission	20% of tuition fees plus GST (if applicable).

	Notes	Courses fees are indicative only and subject to change without prior notice.
SIGNED for the Institute by an authorised officer		SIGNED for the Agent by an authorised officer
 Name of the Authorised Officer Signature Date		 Name of the Authorised Officer Signature Date