

Education Agency Agreement

Commencement Date:

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Termination Date:

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BETWEEN

Learning Victoria Pty Ltd T/As Institute of Business and Management (Victoria)
(hereinafter referred to "institute")
Building D, 60 Belfast Street, Broadmeadows, Victoria 3047, Australia.

AND

Agency Business
Name

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Australian
Business Number
(ABN)

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Address

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Phone /Mobile

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Fax

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Email

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Website

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1. BACKGROUND TO AGREEMENT

- 1.1 Learning Victoria Pty Ltd wants to recruit full time overseas students to study at the institute of Business and Management (Victoria).
- 1.2 The Education Services for Overseas Students Act 2000 ("the ESOS Act") imposes certain obligations and requirements on the providers of education and training courses to overseas students and those Providers' Education Agents, including the obligations set out in the National Code established under the ESOS Act ("National Code").
- 1.3 Institute of Business and Management (Victoria) is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Code No. 03785D.
- 1.4 The Education Agent provides services of recruiting suitable prospective students for enrolment and study in Australia.
- 1.5 Institute of Business and Management (Victoria) wants to engage the Education Agent as its representative in the Territory.
- 1.6 The Education Agent is aware of the requirements of the ESOS Act and has agreed to comply with those requirements.

2. AGREEMENT

2.1 DEFINITIONS

In this Agreement the following definitions are applied:

- a) '**Education Agent's Commission**' means the commission calculated under Item 3 of Schedule 1;
- b) '**Marks**' means logos, trademarks, designs, and crests that belong to or carry the name of Learning Victoria Pty Ltd T/As Institute of Business and Management (Victoria)
- c) '**PRISMS**' means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment);
- d) '**Program Fee**' means the tuition and other fees set by Institute of Business and Management (Victoria) for the Programs;
- e) '**Programs**' means the full-time registered programs offered by Institute of Business and Management (Victoria) and registered on **CRICOS**;
- f) '**Prospective student**' means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at Institute of Business and Management (Victoria).
- g) '**Services**' means the services described in clauses 3 and 4;
- h) '**Student**' means an 'overseas student' as defined in the ESOS Act;
- i) '**Term**' means the period set out in Item 1 of Schedule 1

j) **'Territory'** means the countries or regions set out in Item 2 of Schedule 1.

2.2 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) money is in Australian dollars unless otherwise stated and a reference to 'A\$', 'AUD', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- e) Schedule 1 to 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.

3. ENGAGEMENT OF THE EDUCATION AGENT

- 3.1 Institute of Business and Management (Victoria) engages the Education Agent to be its representative to perform the Services in the Territory for the Term.
- 3.2 This is a non-exclusive agreement Institute of Business and Management (Victoria) may appoint other Education Agents in the Territory.
- 3.3 The Representative cannot promote Institute of Business and Management (Victoria) outside the Territory or perform the services outside the Territory, without Institute of Business and Management (Victoria) prior written consent.
- 3.4 If the Representative wishes to expand the Territory the Representative must make a written submission to Institute of Business and Management (Victoria) no later than thirty (30) days before the recruitment of Prospective Students in the new territory is planned to start. Institute of Business and Management (Victoria) is under no obligation to recognise the Representative's new territory or accept applications for enrolment from Prospective Students recruited by the Representative in the new territory.

4. MAIN RESPONSIBILITIES OF THE EDUCATION AGENT

- 4.1 Under this Agreement, the Education Agent must:
 - f) Promote Institute of Business and Management (Victoria) and the Programs in the Territory in accordance with relevant Institute of Business and Management (Victoria)'s policy and procedures in the recruitment of prospective students to undertake the Programs;

- g) Provide prospective students with all necessary information about the Programs, Institute of Business and Management (Victoria) facilities and services and assistance in completing and submitting application forms to Institute of Business and Management (Victoria);
- h) Arrange for English language testing of prospective students under the relevant Australian migration regulations; and
- i) Perform any other services and provide any reports or information requested by Institute of Business and Management (Victoria) or required by this Agreement.
- j) Cooperate with ASQA by providing information where requested and in the conduct of audits.

5. DETAILED OBLIGATIONS OF THE EDUCATION AGENT

- 5.1 In performing the Services, the Education Agent must:
- k) promote the Programs with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
 - l) inform prospective students accurately about the requirements of Programs using only material provided by Institute of Business and Management (Victoria);
 - m) assist to uphold the high reputation of Institute of Business and Management (Victoria) and of the Australian international education sector;
 - n) take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;
 - o) ensure that only signed and completed enrolment applications/ agreements are submitted to Institute of Business and Management (Victoria);
 - p) assist prospective students to complete visa applications;
 - q) ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents;
 - r) provide any offer documents received from Institute of Business and Management (Victoria) to the prospective student within 24 hours of receiving the offer documents;
 - s) provide Institute of Business and Management (Victoria) with market intelligence about the recruitment of prospective students in the Territory; and
 - t) Only undertake promotional and marketing activities involving Institute of Business and Management (Victoria) that have been approved by Institute of Business and Management (Victoria)
 - u) Provide pre-training review for all prospective students of Institute of Business and Management (Victoria) in regards to learning needs and other diverse range of needs such but not limited to physical capabilities, career aspirations and cultural needs

v) Act in accordance with Institute of Business and Management (Victoria) policies and procedures and directions given by Institute of Business and Management (Victoria)

5.2 Before prospective students complete an enrolment application the Education Agent must give them information provided to the Education Agent by Institute of Business and Management (Victoria) about:

- a) Institute of Business and Management (Victoria) and its facilities, equipment and learning resources;
- b) the Programs, including course content and duration, qualifications offered, modes of study;
- c) the minimum level of English language ability and educational qualifications required for acceptance into the Program;
- d) visa requirements which must be satisfied by the student including English language proficiency levels;
- e) the Program Fees and refund policy; and
- f) living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;

5.3 The Education Agent must advise prospective students that:

- a) Students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
- b) Any accompanying school age dependents must pay any relevant fees if enrolling in either government or non-government schools.

5.4 The Education Agent must not:

- a) engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study;
- b) facilitate applications for prospective students who do not comply with visa requirements;
- c) provide prospective students with 'IMMIGRATION advice' as defined in the Migration Act 1958 unless the Education Agent is separately registered under that Act;
- d) give a prospective student inaccurate information about:
 - I. the Program Fee payable to Institute of Business and Management (Victoria) or
 - II. his or her acceptance into a Program;

- e) receive or bank the Program Fee payable to Institute of Business and Management (Victoria) by a prospective student or deduct any amount from the Program Fee payable by the prospective student;
 - f) make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
 - g) engage in false or misleading advertising or recruitment practices;
 - h) make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between Institute of Business and Management (Victoria) and other education providers;
 - i) Undertake any advertising or promotional activity about the Programs or Institute of Business and Management (Victoria) without the prior written consent of Institute of Business and Management (Victoria)
 - j) commit Institute of Business and Management (Victoria) to accept any prospective student into a Program;
 - k) use or access PRISMS without the prior written consent of Institute of Business and Management (Victoria)
 - l) use or access PRISMS to create a confirmation of enrolment for other than a bona fide student
 - m) Use any registered or unregistered Mark without the prior written consent of Institute of Business and Management (Victoria)
 - n) actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of Institute of Business and Management (Victoria) or
 - o) Sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or Student. The Student's signature that appears on all official documents must be the same signature as that which the Prospective Student used when signing the Institute of Business and Management (Victoria)'s application form.
- 5.5 Unless Institute of Business and Management (Victoria) otherwise agrees, the Education Agent must bear the cost of advertising and promotional activities undertaken by the Education Agent under this Agreement.
- 5.6 The Education Agent must terminate any agreement with an employee if the Education Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

6. WHAT INSTITUTE OF BUSINESS AND MANAGEMENT (VICTORIA) MUST DO?

- 6.1 Institute of Business and Management (Victoria) must:
- a) give the Education Agent sufficient information to enable the Education Agent to undertake the Services;
 - b) Assess completed applications from prospective students within a reasonable time of receipt.
- 6.2 Institute of Business and Management (Victoria) is not required to accept any prospective student referred by the Education Agent and institute will immediately take corrective action or terminate the agreement with the Education Agent
- a) if it becomes aware of the Education Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.
 - b) if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.
- 6.3 Institute of Business and Management (Victoria) will notify the regulator
- a) Of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first, and
 - b) Within 30 calendar days of the agreement coming to an end.'

7. CONFIDENTIALITY:

The Education Agent must keep confidential all information provided by Institute of Business and Management (Victoria), other than to the extent disclosure is

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Institute of Business and Management (Victoria)	info@ibm.vic.edu.au www.ibm.vic.edu.au	Building D, 60 Belfast Street Broadmeadows VIC 3047	

required to perform the Services in accordance with this Agreement; and the terms of this Agreement.

8. EDUCATION AGENT'S Commission:

- 8.1 Subject to the other provisions of this clause, Institute of Business and Management (Victoria) must pay the Education Agent's commission for each student who:
- a) is recruited by the Education Agent;
 - b) is enrolled in a Program; and
 - c) has paid the Program Fee to Institute of Business and Management (Victoria); and
 - d) has commenced the Program; and
 - e) Who has not, subsequent to commencing the program, been fully refunded the program fees.
- 8.2 An Education Agent is regarded as having recruited a student under this Agreement if the Education Agent submits the student's application for enrolment and that application also bears the Education Agent's name.
- 8.3 An Education Agent's commission is not paid where the student applies to enroll directly to Institute of Business and Management (Victoria).
- 8.4 No Education Agent's commission is payable unless the Education Agent has submitted an invoice in a form approved by Institute of Business and Management (Victoria)
- 8.5 Institute of Business and Management (Victoria) must pay the commission's payable under this clause within 30 days of receipt of a valid invoice from the Education Agent.

9. TERMINATING THIS AGREEMENT:

- 9.1 Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.
- 9.2 If the Education Agent breaches any provision of this Agreement, Institute of Business and Management (Victoria) may terminate this Agreement at any time and with immediate effect by giving written notice to the Education Agent.

- 9.3 On termination of this Agreement, the Education Agent must:
- a) submit all applications and commissions from prospective students received up to the termination date; and
 - b) Immediately cease using any advertising, promotional or other material supplied by Institute of Business and Management (Victoria) and return all material to Institute of Business and Management (Victoria) by registered mail or a reputable international courier.
- 9.4 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

10. MONITORING OF AGREEMENT:

- 10.1 Institute of Business and Management (Victoria) shall monitor the Education Agent activities to ensure the Education Agent is acting in the best interests of the institute, the student, and the Australian education system. This monitoring process is outlined as follows:
- a) All Education Agents must submit a report of their activities once per 6 months. This report is to outline the promotional activities that have been undertaken on behalf of Institute of Business and Management (Victoria) and include any students that have been contacted or recruited to enroll with Institute of Business and Management (Victoria) (E-mail will suffice)
 - b) All Education Agents will be required to undertake an annual review. Where practical a face to face meeting will be organised to review the agent's activities but will normally only occur with onshore agents based in Melbourne and Victoria. Where a face to face meeting is not appropriate Institute of Business and Management (Victoria) will conduct an internal review of the agent's activities. The reviews will include:
 - Overview of current practices and relationship with Institute of Business and Management (Victoria) Ensuring current marketing materials are being used
 - Ensuring representation of Institute of Business and Management (Victoria) is appropriate
 - Discussion of any issues or concerns with the agent or appropriate staff
 - c) The review will be undertaken by the CEO. Minutes of any meetings or notes of internal reviews will be taken and kept on the agents file.
 - d) 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 Institute of Business and Management (Victoria).

- e) This process ensures that any issues relating to Education Agents providing misleading or dishonest information to prospective students is identified and can be addressed.
- f) Any issues that are identified will be discussed in the Senior Management Meetings and if required, discussed with the particular Education Agent. This meeting / discussion will to be documented and kept on the Education Agents file.

11. ASSIGNMENT AND SUBCONTRACTING:

- 11.1 The Education Agent must not assign this Agreement or any right under this Agreement without the prior written consent of Institute of Business and Management (Victoria) (which may be withheld at its discretion).
- 11.2 The Education Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of Institute of Business and Management (Victoria) (which may be withheld at its discretion). Despite any subcontract, the Education Agent remains liable for performing its obligations under this Agreement.
- 11.3 The Education Agent must terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above

12. NOTICES:

- 12.1 A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address set out set out in Item 4 of Schedule 1, or other address notified under this clause.
- 12.2 A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

13. ENTIRE AGREEMENT:

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- 13.1 This Agreement and its schedules constitute the complete and full agreement between the parties as to its subject matter; and
- 13.2 In relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

14. VARIATION:

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

15. GOVERNING LAW:

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

The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and the Federal Court of Australia.

SIGNED for Learning Victoria Pty Ltd)
T/As Institute of Business and)
Management (Victoria) by CEO)

.....
Signature of CEO

Kamal Parkash

.....
Name of CEO (print)

SIGNED for **THE EDUCATION AGENT**)
)

.....
Signature of officer

.....
Name of officer (print)

SCHEDULE 1

Item 1: 1-year term

**Item 2: Territory
(Geographic Location):** _____

Item 3: Education Agent's Commission: _____

A commission of __ on the tuition fee (excluding GST) is payable for each student recruited into any of the programs provided by Institute of Business and Management (Victoria).

Item 4: Addresses for notices:

Institute of Business and Management (Victoria),

Attention: Kamal Parkash

Building D, 60 Belfast Street, Broadmeadows, VIC 3047

Telephone: +61 3 9478 3163, Mob: 0406538251 Email: ceo@ibm.vic.edu.au

Agent

Attention:

MARA/QEAC Number: _____ Mobile Number: _____

Email: _____

Address:

Company (Agent) Bank Details

Account Name:

Bank Name: _____ Bank Branch:

BSB Number: _____ Account Number: _____

Swift Code _____