



Sunbeam International College

RTO CODE: 45759 | CRICOS CODE: 03951F

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Education Agent Agreement

This document represents an agreement for recruiting International Students between

Sunbeam International College

and

<Education Agent Name>

Details of Parties

The Institute

Name	
Address	
Phone	
Email	
Website	
Contact Person	
Position	

The Education Agent

Name	
Address	
Phone	
Email	
Fax	
Website	
Contact Person	
Position	

1. Introduction

This agreement is designed to provide a framework for the development of a constructive, cost-effective partnership between “Sunbeam International College” (here in after known as the ‘**Institute**’) and “<< *Education Agent Name* >>” (hereinafter known as the ‘**Agent**’).

It is based on recognition of the responsibility of both parties to meet the requirements of the *Education Services for Overseas Students (ESOS) Act 2000* and its associated *National Code of Practice for Providers of Education and Training to Overseas Students (National Code) 2018* and the requirements of the Standards for Registered Training Organisations (RTOs) 2015 (RTO Standards).

It should serve the mutual benefit of both parties by providing an agreed understanding of operating arrangements in relation to the recruitment of International students.

2. Purpose

The purpose of this agreement is to specify how each party to the agreement will discharge its responsibilities for compliance with the ESOS Act and its associated National Code, and Standards for Registered Training Organisations (RTOs) 2015 in relation to the recruitment of International students.

3. Period of Agreement

The agreement will take effect from <<DD / MM / YYYY>>. The initial term of this agreement shall be **ONE (1) year** from the date of this agreement as set forth above. The Institute will annually review the activities of The Agent to ensure that they are acting honestly and with integrity.

The agreement may be varied at any time by mutual agreement with the changes noted and the details recorded as an additional Appendix.

It is the intention that any practical difficulties encountered are resolved by the parties in a cooperative and practical manner. However, should either party NOT meet the specified ESOS, National Code and RTO Standards requirements this agreement will cease within one (1) month of notification by either party.

4. The Institute's Responsibilities

The Institute, as part of the constructive partnership, accepts responsibility to:

1. Provide the Agent with accurate and current marketing materials.
2. The institute is responsible for compliance with ESOS Act and National code 2018 at all time.
3. Provide the Agent access to all RTO administrative policies and procedures including student rights, admission requirements, refund policy and the facilities offered to students by the Institute.
4. Gain all and any approvals necessary from the Australian Skills Quality Authority (ASQA) / Department of Education and Training (DET) to provide courses to international students.
5. Undertake all operations related to the provision of education and training to international students in such a way as to maintain the Institute as an ESOS and RTO Standards compliant for the period of the agreement.
6. Enrol all students into the course using normal Institute practices and procedures, including the issuing of relevant eCOE's.
7. Ensure that all students have appropriate English language proficiency and medical fitness.
8. Accept and manage all student fees and fee refunds consistent with the requirements of the Institute policies and procedures and the requirements of the ESOS Act.
9. Record all assessment results and maintain student records on its usual system for recording assessment and awards.
10. Monitor student attendance and academic progress of students to ensure that the requirements of the ESOS Act and Institute policies and procedures can be met.
11. Provide and manage a complaints and appeals process for all students.
12. Manage any request from students for transfer or deferment.
13. Manage all reporting mechanisms to DET and through Provider Registration and International Student Management System (PRISMS) in accordance with established Institute practices and protocols.
14. Issue all Certificates and Statements of Attainment.
15. Conduct regular surveys of students that will include satisfaction levels of associated agents.
16. Conduct an annual review and report on the operations of the agent on compliance with the Relevant Standards for Registered providers operating under the ESOS Act and RTO Standards.
17. In conjunction with the agent provide appropriate contact officers and student services.
18. Set up a system for the interchange of information on student recruitment to the Institute according to agreed timelines.
19. Provide on-going support and guidance to the agent on matters of the RTO Standards and/or ESOS Act.
20. Maintain Tuition Protection Service (TPS) coverage for all courses on its CRICOS listing
21. The institute will not accept students from education agent if it knows or reasonably suspects the education agent to be:
 - Providing migration advice, unless that education agent is authorised to do so under the Migration Act

- Engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
 - Facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
 - Using PRISMS to create CoEs for other than bona fide students.
22. Require its education agent to:
- Declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent
 - Observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
 - Act honestly and in good faith, and in the best interests of the student
 - have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
23. Take immediate corrective and preventative action upon the becoming aware of an education agent (or its sub agents) 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.
24. Treat in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this agreement and undertaking not to divulge that information to any parties without prior written authority, except as required under the ESOS Act or other regulation or legislation.

5. The Agent's Responsibilities

The agent as part of the constructive partnership accepts responsibility to:

1. Comply with the ethical marketing practices as specified in the ESOS Act 2000 at all times, acting in the best interests of the student.
2. Assist students with their application form.
3. Explain the condition of the visa for overseas student.
4. Do not provide any migration advice to the student unless that education agent is authorised to do so under the Migration Act.
5. Provide the following information to potential students about the Institute:
 - a) Detailed and up to date information on the course of interest, including course content, duration of study, commencement dates and qualifications awarded upon successful completion.
 - b) Indicative course-related fees including advice on potential for fees to change during the students course.
 - c) The requirements for acceptance into a course including the minimum level of English language proficiency and academic requirements.
 - d) The fees that are needed to be paid and the Institute's refund policy
 - e) Campus locations and general description of facilities.
 - f) Deferral, suspension and cancellation policies and how enrolment could be deferred, suspended or cancelled.

- g) Referral to the ESOS framework made available electronically by DET.
 - h) Indicative costs of living in Australia and accommodation options.
 - i) Details on any collaboration with other training providers to provide whole or part of the course.
 - j) Teaching strategy and ways of assessment.
 - k) The Institute's Student Code of Conduct.
 - l) The requirements for attendance and satisfactory academic performance.
 - m) The Institute's policies and procedures including RPL and complaints and appeal.
 - n) The Institute's student handbook.
 - o) The conditions and processes for transfer to another RTO
6. Gain approval from the Institute for any subcontracting of agency services related to this agreement.
 7. Provide **verified** copies/originals of the following documents to the Institute for each student
 - Passport and visa information
 - School or other educational qualifications
 - IELTS or other English language proficiency levels
 - Acceptance agreement
 8. Participate in continuous improvement activities outlined in section 8 below.
 9. Treat in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this agreement and undertaking not to divulge that information to any parties without prior written authority, except as required under the ESOS Act 2000 or other regulation or legislation.
 10. Declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent
 11. Observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
 12. Act honestly and in good faith, and in the best interests of the student
 13. Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
 14. Cooperate with ASQA by providing accurate and factual responses to information requests from ASQA relevant to the delivery of services and in the conduct of audits and monitoring of operations.
 15. Have and maintain appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics

6. Commissions

Commission will be paid in according to agreement between parties as detailed in **Schedule 1**.

7. Reporting

To ensure effective functioning of the arrangements, each party is to nominate a representative who will carry general responsibility for operations, performance, delivery, student support, and review and problem resolution.

The Institute Representative	
The Agent Representative	

8. Continuous Improvement

The Agent is required to provide MFM04 Education Agent Annual Self Assessment Form at the end of each anniversary year and the Institute will conduct a survey from the students on their agent within 3 months of their start date. In addition, the Agent and a representative from the Institute will meet as necessary to review the level and nature of services provided by the agent and overall operational arrangements of the partnership to ensure a highest quality of recruitment and student satisfaction and a high degree of compliance with the requirements of the RTO Standards and ESOS Act.

Where agreed by partners in this partnership arrangement, modifications/improvements will be made to the working arrangements and the Agreement in accordance with the findings of the evaluation.

9. Termination of Agreement

This agreement may be terminated by either party giving one (1) month notice in writing. The Institute will immediately terminate the agent agreement if it is shown that the Agent is:

1. Engaged in dishonest practices, including but not limited to suggesting to overseas students that they come to Australia on a student visa with a primary purpose other than full-time study.
2. Facilitating the enrolment of overseas students who do not comply with the conditions of their student visas.
3. Education agent did not follow the responsibilities mentioned in the agreement.
4. Engaging in false or misleading advertising and recruitment practices.

10. Jurisdiction

This agreement is subject to the laws of the State of Victoria and the Commonwealth. This agreement comes into effect once you have returned a signed copy to the Institute. This agreement may be varied at any time by mutual agreement with the changes noted and the details recorded as an additional Appendix.

This agreement can be cancelled by either party by providing one (1) month notice in writing.

Schedule 1

Commission Payments:

1. Commission is based on the tuition and RPL assessment fee of the course the students initially enrol in (including the Mixed Program where appropriate) and shall be payable over full period and will be paid approximately 30 working days after the student commences the semester, and when the fees become non-refundable. The payment may be delayed and the amount may be reduced if the full tuition fee is not received by the Institute by the due date.

2. To initiate the commission payment you are required to forward an invoice to the Institute.
Please note: Commission should NOT be deducted from student tuition fees and is GST exclusive.

Course	Commission
BSB50420 Diploma of Leadership and Management	<< >>% of tuition fees only (full period)
BSB60420 Advanced Diploma of Leadership and Management	<< >>% of tuition fees only (full period)

Terms and Conditions of Agent Commission Claims:

1. In any case where the Institute must refund tuition fees to the student, the Agent is obligated to refund to the Institute any commission which has been claimed from that student's tuition fee.

2. After receiving an invoice from the Institute for the required refundable commission, the Agent needs to refund the Institute within 14 days of the student cancelling or withdrawing from the Institute.

3. If any case where a student has been reported to DET or Department of Home Affairs by the Institute, the Agent can no longer claim any further commission from that student.

Agreement checklist to be signed by agent:

This Checklist is designed to ensure compliance by both the Parties to this Agreement with requirements under the ESOS Act 2000 and the associated National Code relating to:

- Marketing information and practices;
 - Recruitment of an overseas student;
 - Formalisation of enrolment and written agreements;
 - Education Agents; and
 - Younger overseas students.
-

1. I have read and understood the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code), with particular attention to Standards 1 to 5 (identified above).
https://www.legislation.gov.au/Details/F2017L01182/Html/Text#_Toc487026948
2. I have read and understood the Australian International Education and Training Agent Code of Ethics.
<https://internationaleducation.gov.au/News/LatestNews/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>
3. My staff are aware of the requirements of the National Code 2018 and Australian International Education and Training Agent Code of Ethics.
4. I will provide a list of fees and charges (including payment procedures, refund policy and procedures) to all prospective students.
5. I will at all times ensure that only current up-to-date promotional materials and information provided and/or approved by the Institute, its subsidiary and associated providers are used in meeting our promotional and recruitment obligations.
6. Only sighted and verified (by myself and/or my staff) original documents will be submitted as required documentation in all applications.
7. I will comply with the terms and conditions of this Agreement and Schedule when submitting invoices for and receiving payment of Agent commission fees.
8. I will contact the Institute immediately I have any need for clarification relating to any aspect of the ESOS Act 2000 and the National Code.
9. By signing this Agreement, I understand that I am bound to comply with the requirements under the ESOS Act 2000 and the National Code.

Signing Page

EXECUTED AS AN AGREEMENT

Signed for an on behalf of Sunbeam International College

Authorised Person Name:	
Position	
Signature	
Date	

In the presence of:

Witness Name:	
Witness Signature:	
Date:	

Signed for an on behalf of <<Education Agent Name>>

Authorised Person Name:	
Position	
Signature	
Date	

In the presence of:

Witness Name:	
Witness Signature:	
Date:	