

26 October 2021

GradMasters
Chitkara University, SCO 160-161, Sector 9-C,
Madhya Marg, Chandigarh (Union Territory) 160009,
India
Email to: Sanjeev.sahni@chitkara.edu.in

Dear Sanjeev,

Greetings from Griffith University! I am pleased to enclose a contract between **GradMasters** and Griffith University and ask that you please read carefully prior to signing.

In order for us to ensure we are meeting our obligations we ask that you review the material and sign the agreement, including schedule 2, within 30 days of receiving this email.

Please note the return of the signed agreement and Schedule 2 within 30 days to the University is a necessary condition under which the agreement is validated. Please also note, the University **cannot pay commission** to any agent unless their agreement is current and valid, and signed by both parties.

Griffith University has implemented Adobe Sign, a cloud-based product that allows for electronic signing of documents. Therefore, all contracts you receive from us will now be sent to you using Adobe Sign, to be signed and returned digitally. Digital signatures are legally binding in nearly every industrialised nation, including Australia. The relevant Australian legislation can be found [here](#). Adobe has provided a short [video](#) for signatories on what to expect during the signing process. If you don't wish to use Adobe Sign, please print, sign and scan the agreement, and send a copy by email to gi-agent@griffith.edu.au.

Schedule 2 comprises a checklist, so that you, as a representative of Griffith University, can attest to and action any necessary changes required at **GradMasters** to comply with the ESOS Act. Website details for the *National Code* and a copy of the *London Statement* and the *Australian International Education and Training - Agent Code of Ethics* are available in Schedules 3, 4 and 5, so that you and your staff are able to familiarise yourselves with them and refer to them as required.

Griffith International's preferred method of receiving applications is online via the Studylink portal. You will be contacted shortly by Studylink on behalf of Griffith International with your Login ID and details. You will then be able to submit applications to Griffith via the online portal.

I thank you for your support and look forward to mutual successes for both **GradMasters** and Griffith University.

Yours sincerely,



Professor Sarah Todd
Vice President (Global)

- BETWEEN:** **GRIFFITH UNIVERSITY** (ABN 78 106 094 461) a body corporate established under the *Griffith University Act 1998 (Qld)* ("**University**") and including the **Griffith English Language Institute** ("**GELI**"), both of Kessels Road, Nathan, Brisbane QLD 4111, Australia and together called "**Griffith**"
- AND:** **GRADMASTERS** an entity established or incorporated in **INDIA** with its registered address at Chitkara University, SCO 160-161, Sector 9-C, Maydha Marg, Chandigarh (Union Territory) 160009, India ("**Representative**").

BACKGROUND

- A. The University offers a range of university level programs to overseas students studying in Australia and online and GELI is the University's English language provider offering programs in the English language.
- B. As the type and level of programs offered by the University and GELI differ substantially, they are referred to separately in this Agreement, as the context requires. However, GELI is not a separate legal entity of the University. When this Agreement refers to the programs offered by both the University and GELI, the term "Griffith" is used.
- C. Griffith wishes to appoint the Representative, as its Representative in the Territory to advise and assist quality students for programs conducted at Griffith and to provide them with a range of Services, which potentially includes but is not limited to general marketing of Griffith, provision of information and program materials, program advice, application materials, general advice regarding study in Australia, advice regarding applying for an Australian student visa, pre-departure information, orientation and ongoing support.
- D. The Representative has agreed to be Griffith's Representative in the specified Territory on the terms and conditions stated in this Agreement.
- E. Australian Law, the London Statement, and the Australian International Education and Training Agent Code of Ethics (ACE) require providers of education and training to overseas students to be registered and sets out other requirements with which Griffith and its Representatives must comply.
- F. Australian Law includes obligations under the ESOS Act and the National Code 2018. Griffith is responsible at all times for compliance with the ESOS Act and the National Code.
- G. The Representative has been made aware by Griffith of the requirements of Australian Law, the National Code, the London Statement, and the Australian International Education and Training Agent Code of Ethics (ACE) and has agreed to comply with those requirements.

OPERATIVE PROVISIONS

1. Responsibilities of the Representative

- 1.1 The Representative is appointed as Griffith's Representative in the specified Territory subject to Clause 13.
- 1.2 The Representative is responsible for:
 - (a) General Marketing

- (i) actively promote Griffith's programs and educational services in a manner that is not false or misleading and is consistent with Australian consumer law; and
 - (ii) actively promote Griffith to academically qualified prospective students who meet Genuine Student (GS) and Genuine Temporary Entrant (GTE) requirements as specified by the Department of Home Affairs (HA) from time to time and have the financial capacity to undertake studies, and who may wish to apply for programs at Griffith in accordance with the relevant entry requirements. At the date of this Agreement a GS is specified by the Department of Home Affairs (HA) as a student who intends to obtain a successful educational outcome and has the language, educational and material background to have a reasonable chance of achieving this educational outcome. At the date of this Agreement a GTE is specified as an applicant who will have circumstances that support a genuine intention to enter and remain in Australia temporarily, notwithstanding the potential for this intention to change over time to an intention to utilise lawful means to remain in Australia for an extended period or permanently.
- (b) Specific Marketing
 - (i) Griffith may provide additional financial support to the Representative to undertake a specific promotion or program from time to time. If Griffith agrees to provide such financial support, the Representative must submit a written marketing proposal (including an indication of the number of prospective students expected to be advised) and detailed budget for the promotion or program. This proposal must be approved by Griffith before any expenses can be incurred by the Representative;
 - (ii) the agreed financial support must be spent in strict conformity with the pre-agreed budget and used by the Representative by the end of the promotion period specified. The Representative must, if requested by Griffith, provide to Griffith the appropriate expenditure documentation e.g. receipts, advertising schedules and copies of advertisements, detailed expenses incurred for seminars (cost of room hire etc.) demonstrating that the money has been spent in strict conformity with the pre-agreed budget; and
 - (iii) the Representative will provide Griffith on request with a written report detailing the specific promotion, including details of all incurred expenses, attendees, outcomes of specific promotion and any improvements or recommendation to Griffith for future specific promotions.
- (c) Student Counselling
 - (i) attend to inquiries from prospective students by providing in plain English accurate and up to date information about programs available at the University and GELI, the outcomes of the programs, their campus of offer and relevant admission requirements;
 - (ii) ensure that applicants meet the Genuine Student (GS) and Genuine Temporary Entrant (GTE) criteria as specified from time to time by the Department of Home Affairs (HA);

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- (iii) assist applicants to understand the requirements for admission to the relevant programs, receive application forms and submit them to Griffith using the online system for processing, evaluation and admissions decisions;
 - (iv) provide timely information to prospective students on the outcome of their application to Griffith and assist them to understand any conditions of approval or, in case of rejection, assist applicants to identify alternative study options available;
 - (v) ensure that relevant fees and charges information is made available to prospective students and that prospective students have the financial capacity to meet tuition fees and living expenses for themselves (and their family members if applicable) during their proposed studies;
 - (vi) provide information to prospective students, where relevant, about Griffith's policy and process for approving the accommodation, support and general welfare arrangements for those aged under 18;
 - (vii) communicate to and ensure that prospective students understand Griffith's refund and enrolment policies;
 - (viii) ensure that prospective students understand Griffith's review and appeals and complaints policies and procedures and students' rights to pursue other legal remedies if necessary;
 - (ix) if a successful applicant's visa application is refused, provide advice to the student regarding Griffith's refund policy and, in the case of an application for refund, obtain an address (not the Representative's address) from the student and forward this address to Griffith; and
 - (x) if required from time to time, assist students with general student counselling, career counselling and/or financial aid counselling.
- (d) Relocation and Immigration Assistance
- (i) if required, assist successful applicants to obtain necessary travel and other documentation;
 - (ii) advise prospective students that they must have a primary purpose of studying on a full time basis and must be a Genuine Student (GS) and Genuine Temporary Entrant (GTE) in order to apply for a student visa;
 - (iii) advise that any school aged dependants who accompany the prospective student to Australia are required to pay international student tuition fees if they enrol in either government or non-government schools;
 - (iv) explain the overseas student health cover system to prospective students and advise on costs and payments;
 - (v) advise on the range of accommodation options, including provision of details of accommodation associated with Griffith;

- (vi) ensure that suitable arrangements are in place, and permissions granted, for students who are under 18, including in relation to accommodation, support and welfare.
- (e) Reporting Obligations
 - (i) provide Griffith with a written report on request which includes:
 - (A) details of market trends within the Territory;
 - (B) feedback on prospective student advising activities;
 - (C) critical review of Griffith's strengths, weaknesses and potential, based on market response within the specified Territory; and
 - (D) a marketing plan to address the information arising from sub-clause 1.2 (a), (b) (c) and (e) (i); and
 - (ii) provide Griffith with a schedule of any fees charged to prospective students (to facilitate application processing), including any associated refund policy, and copies of any agreements which students are required to sign when engaging the Representative to handle their application.
- (f) Staff Training and Support
 - (i) provide adequate training to the Representative's staff to ensure a clear understanding of:
 - (A) all relevant aspects of Griffith and GELI's admission requirements, policies, programs and services;
 - (B) the Department of Home Affairs (HA) student visa regime, and GTE, GS and financial capacity requirements; and
 - (C) all relevant aspects of Australian Law, the London Statement, and the Australian International Education and Training Agent Code of Ethics (ACE).
- (g) Compliance Obligations
 - (i) at all times comply with the requirements in respect of education agents of Standard 4 in Part B of the National Code; and
 - (ii) advise all prospective students that the Representative will receive payment from Griffith, being the Commission, with respect to the provision of Services to successful students of Griffith.

1.3 The Representative warrants, represents and undertakes that: (as at the date of this Agreement and until the Expiry Date):

- (a) the Representative has not offered, promised or paid, either directly or indirectly, any Benefit to a government official (including but not limited to a foreign government official) to induce such government official to act in any way in connection with his/her official duties with respect to the Services performed under this Agreement or to otherwise obtain an improper advantage for the Representative or Griffith (Improper Payment), and has not received an Improper Payment, and will not offer, promise, pay, authorise or receive any Improper Payment in future. For the purposes of this clause 1.3(a), Benefit

includes but is not limited to money, financial or other advantage, travel expenses, entertainment, business or investment opportunities, charitable donations or any other thing of value;

- (b) the Representative must not receive tuition fee payments from students nor pay tuition fees to Griffith on behalf of students;
- (c) the Representative will disclose to all prospective students that the Representative receives the Commission from Griffith with respect to the Services performed under this Agreement;
- (d) the Representative will at all times comply with all Territory law applicable to its obligations under this Agreement and holds all licences, authorities and accreditations that are required under the law of the specified Territory; and
- (e) this Agreement and each clause of this Agreement is valid and legally binding upon the Representative under the law of the Territory and that this Agreement has been correctly executed by the Representative by a duly authorised signatory of the Representative.

1.4 Scope of Agency

- (a) Nothing in this Agreement will be construed so as to constitute the parties as partners or to create any partnership between the parties under any applicable law.
- (b) The Representative is not empowered to incur financial or other obligations on behalf of Griffith without Griffith's explicit and written consent.

2. **Responsibilities of Griffith**

2.1 Griffith is responsible at all times for compliance with the *Education Services for Overseas Students Act 2000 (Cth)* and the National Code.

2.2 In meeting its responsibilities Griffith will:

- (a) provide agent training on Griffith programs and support services, application processes, and expectations;
- (b) provide promotional material, information brochures and other documentation for use by the Representative for marketing purposes;
- (c) help the Representative to access information about visa requirements and the process of visa applications within Australia;
- (d) provide the Representative with information concerning Australian visa requirements and of any changes to those requirements promptly after becoming aware of any such changes;
- (e) monitor the activities of the Representative to ensure students are provided with accurate and up to date information on Griffith's programs and services;
- (f) administer a formal process in response to any indication of non-compliance with their obligations under this Agreement by the Representative, their employee(s) or sub-contractor(s); which will assess and determine the nature and level of non-compliance and apply immediate corrective action or termination of the Agreement under clauses 6.11 – 6.12;

- (g) notify the Representative promptly of the acceptance or rejection of applications received by Griffith from the Representative;
- (h) pay the Representative the Commission as specified in Schedule 1;
- (i) subject to the Representative fully complying with this Agreement and Australian Law, not knowingly deal with any past staff member of the Representative who may attempt to deal with international students referred through the Representative for the duration of the Agreement; and
- (j) comply with the London Statement and the Australian International Education and Training Agent Code of Ethics (ACE) in the provision of education to prospective students directed to Griffith by the Representative.

3. Term

- 3.1 This Agreement will come into immediate effect upon the Commencement Date and supersedes any previous agreements between Griffith and the Representative appointing the Representative, as its Representative in the Territory.
- 3.2 Subject to Clause 13, this Agreement will remain in effect until the Expiry Date. The Agreement may be extended if Griffith gives notice of an extension to the Representative in writing, which is accepted by the Representative (and notified to Griffith) no later than one month prior to the Expiry Date.

4. Logo

- 4.1 The words “Griffith University”, “Griffith English Language Institute”, “GELI” and the University Logo belong to Griffith and may only be used by the Representative to carry out the activities described in this Agreement. All other published material, such as student brochures and other promotional material may only be used in their primary form for distribution to prospective students. They may not be reproduced in any other form without the express permission of Griffith, which may be conditional and withdrawn at any time.
- 4.2 All brochures and other promotional materials provided to prospective students must contain Griffith’s CRICOS provider number 00233E. References to Griffith programs within brochures and other promotional materials provided to prospective students must contain the relevant CRICOS program code.
- 4.3 All advertisements and promotional activities where Griffith’s Logo is displayed must be accompanied by Griffith’s CRICOS number and be approved in advance by Griffith International Marketing Communications Team.

5. Commission

- 5.1 Griffith will pay the Representative the Commission for the provision of the Services in accordance with Schedule 1.
- 5.2 Griffith will only pay the Commission to the Representative upon:

- (a) completion of the enrolment procedure by the student for each trimester, and receipt of full payment of Griffith fees for that trimester, and the student remaining enrolled on a full-time basis until census date of the trimester (normally four weeks after the commencement of the academic trimester for that program); and
- (b) in accordance with the details specified in the Recipient Created Tax Invoice (RCTI) generated by Griffith, or a variation thereof as agreed between Griffith and the Representative after the RCTI has been issued (please see Schedule 1, section 3).

The RCTI will contain:

- (i) the student(s) full name(s);
 - (ii) the student(s) Griffith student number(s);
 - (iii) the student(s) study program(s);
 - (iv) the student(s) year and trimester of entry; and
 - (v) the total amount of Commission payable in Australian dollars for the relevant period.
- 5.3 Payment will be made by Griffith in Australian dollars to an account specified in an electronic vendor form, which will be sent to you by Griffith University Corporate Services (Vendor Maintenance team). Banking charges are the responsibility of the Representative.
- 5.4 Under normal circumstances, a Commission will only be paid to the Representative who is responsible for the initial enrolment of any students in any programs undertaken at Griffith. Eligibility for Commission will be determined by reference to the Representative's details contained in the relevant Application Form(s) of the successful student.
- 5.5 A Commission must not be deducted from any prospective or successful student's fees prior to receipt of such fees by Griffith.
- 5.6 The Commission is inclusive of all value added, withholding and other taxes and Griffith is not obliged to pay any additional amount to the Representative on account of taxes imposed in Australia or in the specified Territory.

6. The Representative's Conduct

- 6.1 The Representative accepts that standards required of the Representative's conduct are set out in the National Code. The Representative will abide by the National Code and conduct its promotional activities in a professional, ethical and transparent manner (as outlined in the London Statement and the Australian International Education and Training Agent Code of Ethics) at all times when dealing with prospective students to be advised on behalf of Griffith.
- 6.2 The Representative agrees to be treated as a 'contracted service provider' within the meaning of section 34 of the *Information Privacy Act 2009* (Qld) and must abide by the *Information Privacy Act 2009* at all times when performing the Representative's obligations under this Agreement (including and particularly when dealing with prospective students and their Personal Information).

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- 6.3 The Representative agree to take all reasonable steps to prevent unauthorised use or disclosure of Personal Information collected or accessed in connection with this Agreement and will have in place at all times during this Agreement documented policies and procedures, which will be regularly reviewed, tested and updated, encompassing the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of Personal Information.
- 6.4 The Representative must acknowledge the obligations in the Checklist in Schedule 2 and will abide by all the provisions in that Schedule. The Representative must sign Schedule 2 attached herein and return it to Griffith as part of this Agreement.
- 6.5 The Representative must take reasonable steps to avoid actual, potential and perceived conflicts of interests and declare in writing any conflict of interest in undertaking their duties as an education agent of Griffith. The Representative must immediately disclose to Griffith any conflicts of interests at the time they arise within the term of this Agreement for the purpose of managing those conflicts.
- 6.6 The Representative will not misrepresent Griffith or mislead or deceive the prospective students to be advised on behalf of the Griffith, or engage in conduct that is likely to misrepresent, mislead or deceive and at all times will:
- (a) perform its obligations under this Agreement in good faith to the highest standards of honesty, professionalism, quality of service and ethics;
 - (b) promote Griffith's educational services with integrity, honesty and accuracy;
 - (c) provide prospective students and/or successful students with comprehensive, free, up to date and accurate information about Griffith, its educational programs and facilities, based only on information provided by Griffith to the Representative;
 - (d) provide comprehensive advice to applicants regarding study costs, undertake assessment of financial capacity and, in immigration risk markets as advised by Griffith, retain documentary evidence of financial capacity;
 - (e) complete a risk assessment checklist for each application, in markets deemed to be an immigration risk, under advice from Griffith, ensuring that the information therein and declaration are accurate and truthful;
 - (f) update information about Griffith and/GELI that it provides to prospective students promptly upon request by Griffith;
 - (g) not provide any immigration advice unless authorised to do so under the *Migration Act 1958 (Cth)*;
 - (h) not provide any false or misleading information or advice to prospective students or successful students about the employment or migration outcomes associated with a program at Griffith;
 - (i) not advise students who are in the first six months of enrolment in their principal program at another Australian tertiary education institution;
 - (j) not engage in dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of Griffith under Standard 7 (Overseas Student Transfers) of the National Code;

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- (k) not facilitate the enrolment of a student who the Representative believes will not comply with the conditions of their visa;
 - (l) in the case of being granted permission by Griffith to create Confirmation of Enrolments ('CoEs') in PRISMS, only do so for bona fide students; and
 - (m) upon request at any time by Griffith, promptly provide Griffith with any information it considers reasonably necessary to assess the Representative's suitability to represent Griffith in the manner contemplated by this Agreement.
- 6.7 The Representative must not sub-contract the Responsibilities to a third party, e.g. a sub-agent, or use a person to provide the Responsibilities who is not an employee, unless Griffith's prior written consent is obtained.
- 6.8 The Representative will not offer or give any discount to any prospective student advised on behalf of Griffith.
- 6.9 The Representative must not commit Griffith to accept any prospective student into a program and must not make representations to this effect.
- 6.10 Prior to entering into a franchising arrangement or changing its trading name or corporate structure in any Material way, the Representative must give advance notice to Griffith. Griffith may seek further information regarding the proposed changes. Griffith, in its absolute discretion, may determine whether the proposed changes are acceptable to Griffith, and will advise this in writing to the Representative. Should the proposed changes be deemed not acceptable by Griffith, Griffith reserves the right to terminate this Agreement with immediate effect.
- 6.11 The Representative accepts that failure to abide by clauses 6.1 - 6.9 (inclusive) will constitute grounds for immediate termination by Griffith pursuant to clause 13.1. Where the failure of the Representative to abide by clauses 6.1 – 6.9 (inclusive) is without intent, Griffith may choose, at its sole discretion, to take corrective action rather than terminate immediately.
- 6.12 The Representative accepts that Griffith may take corrective action as it deems necessary and appropriate. In such an instance Griffith will notify the Representative in writing of the corrective action to be taken. Such corrective action may include but is not limited to:
- (a) providing the Representative with additional information;
 - (b) providing targeted training on its expectations of the Representative to support the Representative in meeting its obligations; and/or
 - (c) issuing a warning that reminds the Representative of its obligations and that future failure to abide by clauses 6.1 – 6.9 (inclusive) will constitute grounds for immediate termination of the Agreement.
- 6.13 The corrective action taken will be documented in the Representative's file.
- 6.14 The Representative irrevocably and unconditionally authorises Griffith to disclose and provide copies of information given to Griffith under clause 6.6(m) or obtained by Griffith under clause 9.1 to any person or organisation Griffith considers reasonably appropriate to enable Griffith to check the suitability or ongoing suitability of the Representative to represent Griffith in the manner contemplated by this Agreement or for any other purpose connected with this Agreement.

- 6.15 The Representative acknowledges that Griffith may terminate this Agreement by notice to the Representative with immediate effect if Griffith determines that the Representative's conduct has or might damage the reputation of Griffith.

7. The Representative's Performance

- 7.1 Griffith reserves the right to review the Representative's performance under this Agreement at any time. Such review/s will be against criteria as determined by the University in its sole discretion, and may include, but are not limited to:

- (a) number of applications received by Griffith from the Representative;
- (b) number of offers made as a percentage of applications received from the Representative;
- (c) number of acceptances and enrolments as a percentage of applications received from the Representative;
- (d) number and/or proportion of visa rejections (and the reasons for rejections) issued to students referred by the Representative;
- (e) number of students who transfer to another provider, either before they commence at the University, GELI, or Griffith College (an affiliate of Griffith), or during their first six months of study at any of the aforementioned;
- (f) academic quality of cohorts recruited by the Representative (including the grade point average, progression rate and completion rate); and
- (g) the Representative's conduct, including as outlined in section 6 and its compliance with the requirements of this Agreement.

- 7.2 The Representative acknowledges a review conducted by Griffith under clause 7.1 may be a contributing factor in Griffith's decision whether to renew a Representative's appointment under clause 3.1, or to terminate this Agreement under clause 13.1.

8. Monitoring conduct and performance and taking corrective action

- 8.1 Griffith maintains processes to monitor the conduct and performance of the Representative to ensure compliance with this Agreement. Those processes may include, but are not limited to:

- (a) Annual reporting to document the Representative's performance against indicators listed under clause 7;
- (b) Maintenance of a register of complaints and 'change of agent' requests lodged against representatives, including investigations and outcomes;
- (c) Auditing of the Representative's websites to ensure accuracy of information and promotions relevant to Griffith;
- (d) Assessment of the Representative's knowledge and processes as part of the agent training cycle undertaken regularly throughout the term of this Agreement; and
- (e) Assessment of the Representative's performance against indicators listed under clause 7 as part of the agreement renewal process.

8.2 The Representative acknowledges that where the above processes, or any report received internally or externally, indicates underperformance or non-compliance with this Agreement, Griffith will undertake an investigation, with or without the involvement of the Representative, to ascertain the appropriate corrective action, which may include the following:

- (a) Documentation of the matter against the Representative's file;
- (b) Re-training on relevant specifics related to the area of underperformance or non-compliance or all obligations relating to this Agreement;
- (c) Exclusion of territory from this Agreement;
- (d) Non-renewal of this Agreement; and/or.
- (e) Termination of this Agreement.

8.3 If Griffith identifies under performance or non-compliance in accordance with clause 8.1 or 8.2 or the Representatives actions give rise to a right to terminate pursuant to clause 13, Griffith reserves the right to inform any of its relevant partners and/or government agencies of the under performance, non-compliance or breach of this Agreement.

9. Inspection and Access

9.1 At the request of Griffith, the Representative will grant access, provide certified copies and allow Griffith (or agents appointed by Griffith) to inspect and take copies of any records and other information in the power, possession, custody or control of the Representative relating to past, present or future prospective and/or successful students advised on behalf of Griffith.

9.2 The Representative:

- (a) consents to an authority inside or outside of Australia releasing information to Griffith concerning student visas, e.g. the Department of Home Affairs (HA) and its overseas posts;
- (b) consents to Griffith disclosing data to and accessing data held by the Australian Department of Education and Training including data held in that Department's Provider Registration and International Student Management System and its successors ("PRISMS") and the Representative consents to information about it (including personal information) being:
 - (i) disclosed or accessed by Griffith for the purpose of administering this Agreement or any arrangement contemplated by or promulgated through this Agreement;
 - (ii) provided by Griffith to the Australian Department of Education and Training so that information may be recorded in PRISMS;
 - (iii) accessed by the Commonwealth Department of Education and Training, Department of Home Affairs (HA) and other Commonwealth agencies that access PRISMS from time to time;
 - (iv) used to administer or monitor compliance with Commonwealth legislation including the *Education Services for Overseas Students Act 2000 (Cth)* and the *Migration Act 1958 (Cth)*; and
 - (v) disclosed by the Commonwealth Department of Education and Training to other Commonwealth entities (including, but not limited to ASQA and TEQSA), education institutions and publicly. The Recipient

acknowledges that the Commonwealth Department of Education and Training will share information about individual agents' performance publicly 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 Commonwealth entities.

- (c) The Recipient also consents to personal information currently held in PRISMS about the Recipient and future personal information added to PRISMS about the Recipient being dealt with and disclosed as described above; and
- (d) consents to Griffith disclosing information concerning prospective students and student visas to the Department of Home Affairs (HA) and its overseas posts.

10. Insurance

- 10.1 The Representative will, at its own expense, obtain, maintain and renew insurance cover normally obtained for the conduct of its business. If requested, the Representative will take out such insurance policies, as Griffith requires, at the Representative's own expense and submit to Griffith a certified copy of the insurance policy.

11. Indemnity by the Representative

- 11.1 The Representative indemnifies Griffith against any claim, action, loss or damage and any costs, charges and expenses of any kind whatsoever incurred by Griffith arising directly or indirectly as a result of:
 - (a) a breach of any term of this Agreement by the Representative;
 - (b) any tax, stamp duty or other statutory charge which may be levied or charged or which may fall due to be levied or charged under this Agreement or which may fall due to be paid by Griffith as a consequence of the Representative's performance or non-performance of any term or condition contained in this Agreement;
 - (c) any negligent or unlawful act or provision of the Representative, its employees or agents in connection with the performance of this Agreement; or
 - (d) any legal action, charge, demand or any threatened legal action or charge by any prospective or successful student advised by the Representative on behalf of Griffith or other third party where the action, charge, demand or threatened action or charge is related to or arose as a result of the conduct of the Representative.

12. Dispute Resolution

- 12.1 Any dispute or difference arising out of or in connection with this Agreement ("**Dispute**") will be resolved as follows:
 - (a) by agreement between the parties through negotiations in good faith;
 - (b) if the parties cannot resolve the Dispute in accordance with clause 12.1(a), then either party may refer the Dispute to mediation by a mediator agreed by the parties, or failing agreement, a mediator appointed by the President of the Queensland Law Society, on the terms of the standard mediation agreement approved by the Queensland Law Society; and

- (c) if the Dispute is not resolved within thirty (30) days of the commencement of mediation or such other period as agreed between the parties, then either party may commence proceedings in any court of competent jurisdiction.

12.2 The language of any Dispute resolution process will be English and the place of any Dispute resolution process will be Brisbane, Queensland.

12.3 Each party will continue to perform their obligations under this Agreement, despite the existence of a Dispute or any proceedings under this clause.

13. Termination

13.1 This Agreement may be terminated at any time if either party gives 3 months' written notice to the other party of its intention to terminate the Agreement.

13.2 If the Representative fails to comply with any term of this Agreement, or becomes insolvent as that term is defined under Australian Law in the *Corporations Act 2001 (Cth)* or any similar law or legislation in the country in which the Representative is established or operates, or an administrator or receiver or liquidator is appointed (whether voluntary or involuntary) or enters into any form of arrangement with its creditors, Griffith may, at its option, terminate this Agreement immediately by notice in writing to the Representative.

13.3 The rights and powers conferred upon Griffith by clause 13.2 are in addition to any other right or power, which may be conferred upon Griffith at law or in equity.

13.4 If this Agreement is terminated, the Representative must mitigate any loss to Griffith and no further prospective students will be advised on behalf of Griffith. The Representative will give Griffith full details and information concerning any prospective student currently being assisted by the Representative but not accepted by Griffith at the date of the termination.

14. Not Exclusive

14.1 This Agreement is not exclusive and Griffith is not prevented from entering into other agreements with other persons for provision of services to prospective and/or successful students within the specified Territory for the same or similar purposes.

15. Force Majeure

15.1 Non-performance by any of the parties of any obligation or condition required by this Agreement to be performed will be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such party. For the purpose of this Agreement, such circumstances (referred to in this Agreement as "Force Majeure") will include:

- (a) governmental, semi-governmental or judicial law, regulation, order, decree, directive, restriction, restraint, prohibition, intervention or expropriation, or the failure of any government or semi-governmental or judicial entity to act;
- (b) strike, lockout or other labour dispute;
- (c) act of God, fire, flood, tornado, hurricane or any other form of inclement weather, or conditions resulting from inclement weather;
- (d) explosion, concussion, collision, radiation, act of the public enemy, act of war (declared or undeclared), blockade, riot, civil commotion or disturbance, martial law, sabotage, insurrection or national emergency (whether in fact or law); and

- (e) any other cause, whether similar or dissimilar to the causes herein specifically enumerated, and which is beyond the reasonable control of such party and which such party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

16. Notices

16.1 A notice given by a party under this Agreement must be:

- (a) in writing in the English language;
- (b) sent by ordinary pre-paid post (airmail if being sent from or to a place outside of Australia) to the other party's address for notices; or
- (c) delivered by hand; or
- (d) sent by facsimile to the other party's facsimile number; or
- (e) transmitted electronically; and
- (f) addressed to:

Griffith

Vice President (Global)
Griffith International
Griffith University
Nathan campus
Kessels Road
BRISBANE QLD 4111
Phone No: +61 7 3735 7905
Facsimile No: +61 7 3735 5280
Email: gi-agent@griffith.edu.au

The Representative

GradMasters
Chitkara University, SCO 160-161, Sector 9-C
Madhya Marg, Chandigarh (Union Territory) 160009, India

16.2 A notice will be deemed to have been served:

- (a) if hand delivered, on that day unless delivery is made other than on a Business Day or after 4.30pm on a Business Day, in which case it will be taken to be served on the next Business Day;
- (b) if posted, on the third (or seventh in the case of airmail) Business Day after posting;
- (c) if sent by facsimile, on receipt by the party giving the notice of a transmission confirmation report showing an error free transmission, unless (within one Business Day) of receipt the other party has informed the party giving the notice that the transmission was incomplete or illegible, provided that in any case if transmission is completed after 4.30pm or is received on a day other than a Business Day, the notice will be taken to be served on the next Business Day; or

- (d) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient, provided that in any case if transmission is completed after 4.30pm or is received on a day other than a Business Day, the notice will be taken to be served on the next Business Day.

- 16.3 Until other details are specified by a party as its address or facsimile number for service, the address of the parties as stated above will apply.

17. Relationship between parties

- 17.1 The relationship between the parties is one of independent contractors and nothing in this Agreement will be construed so as to constitute a relationship of employer and employee, joint ventures or partnership.
- 17.2 The Representative will not assume nor attempt to assume or create directly or indirectly any obligation on behalf of or in the name of Griffith without the express written consent of Griffith.

18. Waiver

- 18.1 No rights under this Agreement will be deemed to be waived except in writing signed by each party. A waiver by a party will not prejudice that party's rights in respect of any subsequent breach of this Agreement by any of the other parties.
- 18.2 Any failure by any party to enforce any term of this Agreement or any forbearance, delay or indulgence granted by any party to the other will not be construed as a waiver of that party's rights under this Agreement.

19. Assignment

- 19.1 The parties will not assign or otherwise deal with their rights or interests under this Agreement without the prior written consent of the other party to this Agreement.

20. Confidentiality

- 20.1 All matters in this Agreement, or arising as a consequence of this Agreement, will be kept confidential by the parties unless the prior written consent of the other party is obtained or unless the disclosure of the information is required to comply with an applicable law or is otherwise authorised by this Agreement.

21. Governing Law

- 21.1 This Agreement will be governed by the laws of the State of Queensland and the parties agree to submit to the exclusive jurisdiction of the courts of the State of Queensland, Australia.

22. Miscellaneous

- 22.1 This Agreement constitutes the entire Agreement between the parties. No variation of any term will be valid unless it is in writing and signed by both parties.
- 22.2 Each party will bear its own costs of and incidental to the preparation, execution and stamping (if any) of this Agreement.

23. Definitions

- 23.1 In this Agreement:

Agent Code of Ethics (ACE) means the Australian International Education and Training Agent Code of Ethics, which is reproduced in Schedule 5.

Agreement means this document, including all schedules.

Australian Law means all ancillary and subordinate legislation, codes and policies made by authority of the ESOS Act, including without limitation the National Code and the London Statement, as amended from time to time, and other relevant legislation.

Business Day means, in relation to the doing of any action in a place, a day that is not a Saturday, Sunday or public holiday or bank holiday in Brisbane or Gold Coast, Queensland.

Checklist means the checklist in Schedule 2.

Commencement Date means 21 October 2021.

Expiry Date means 31 December 2023.

ESOS Act means the *Education Services for Overseas Students Act 2000 (Cth)* and any subsequent amendments.

London Statement means the Australian Education International Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants. The current London Statement is reproduced in Schedule 4.

National Code means the code entitled the '*National Code of Practice for Providers of Education and Training to Overseas Students 2018*', which is made under and forms part of the ESOS Act, referred to in Schedule 3.

Personal Information is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Services means the services of the Representative provided to Griffith as identified in clause 1.2.

Territory means India.

University Logo means any name, mark, business name or trade mark or similar which Griffith uses to identify itself or its activities.

SCHEDULE 1 – COMMISSION

1. The Representative will be entitled to receive payment for the provision of the Services pursuant to this Agreement. The Parties agree that the Commission will be calculated in the following manner:
 - (a) **twelve and a half percent (12.5%)** of the tuition fee at the time of the first trimester of enrolment for the first two trimesters of full-time study (maximum two trimesters) for an undergraduate or postgraduate program or a Bridging Program, including Certificate or Diploma level per enrolled student;
 - (b) **twelve and a half percent (12.5%)** of the relevant tuition fee for a Study Abroad Program per full-time enrolled student (maximum two trimesters); and/or
 - (c) **twenty percent (20%)** of the relevant tuition fee on commencement of GELI ELICOS (English Language Intensive Courses for Overseas Students), subject to the conditions set out in item 7 below.
 - (d) In the case of referrals of international students to available online programs in which a student may enrol part-time, special arrangements for commission may apply. Please note that commission is not payable for Griffith online programs taught over six study periods per year.
 - (e) Commission will not normally be paid for Griffith programs taught in locations other than Australia.
2. The Commission for enrolments in undergraduate or postgraduate programs of more than one trimester, or packaged Griffith programs (e.g. Graduate Certificate + Masters), is payable in one instalment. For students who do not continue studies after their first trimester and for whom a full commission of two trimesters has been paid, the overpayment will be repayable to the University and will be adjusted in the following trimester's invoice. Commission for enrolments in single trimester programs and the Study Abroad Program will be payable for one trimester only, with additional commission payment if the student enrolls in a further trimester. Commission payment is subject to receipt of full payment of University fees and full-time enrolment by the student in each trimester at census date.
3. Griffith will generate a Recipient Created Tax Invoice (RCTI) of the commission payable to the agent based on the data in the University's student records system. In the absence of any objection to the invoice within 5 working days, the commission will be paid into the agent's nominated bank account. Any discrepancies identified thereafter will be an adjustment against subsequent payments.

It is the responsibility of the Representative to ensure that Griffith has current and up to date bank account details for commission payments. Bank account details will be listed on the Recipient Created Tax Invoice and this account will be used for payment unless notification of revised details is provided within five working days.
4. The Commission for the student's second trimester is not payable, and will be repayable to the University if paid in advance, by Griffith in any of the following cases:
 - (a) for single trimester courses or programs;
 - (b) if the student does not enrol for their second trimester at Griffith;

- (c) if the student does not remain enrolled until after census date (normally four weeks after commencement) of the academic trimester for the student's program;
 - (d) if Griffith does not receive full payment of tuition fees for the student's second trimester; or
 - (e) if the student is no longer considered a full-fee paying international student, having obtained an alternative visa status.
5. Repayable Commissions will be offset against future Commissions or will be payable upon demand as a debt owing to Griffith if there are not sufficient future Commissions payable by Griffith to cover the repayable Commissions or if the Agreement has been terminated.
6. Commission is not payable for readmission of a student to the same or another Program if Griffith has already paid commission on that student to the same or another Representative.
7. **Important notice for Commission arising through GELI:**

A Commission is payable on the initial program Tuition Fees paid, subject to receipt of payment of GELI fees and provision by the Representative of an invoice (the RCTI referred to in section 3 above only relates to Griffith's University programs). A Commission is payable on re-enrolments (extensions to original enrolment) at the rate of twenty percent (20%) of the relevant tuition fees per enrolled student. This payment is only offered to the original enrolling representative on receipt of an invoice. The Commission is payable once the student commences his/her study and payment has been received.

Please note: For ELICOS (English Language Intensive Courses for Overseas Students), GELI will not pay a Commission on Academic and Professional Programs in respect of "groups/study tours". Where the Representative assists students with respect to "groups/study tours", the financial arrangement between the Representative and Griffith will be the subject of a separate agreement negotiated on a case by case basis. For the avoidance of doubt the parties agree that 'groups/study tours' means a group of students advised and assisted by the Representative.

8. Commission Invoicing:

Direct **all GELI invoices and all queries** regarding Recipient Created Tax Invoices or payment to:

Finance Officer – International Agents
Griffith International
Griffith University
Phone: [+61 7 3735 3917](tel:+61737353917)
Fax: [+61 7 3735 5280](tel:+61737355280)
Email: intl-finance@griffith.edu.au

For GELI commission, please ensure that you provide numbered invoices electronically (via email). Agents based in Australia must provide valid ATO Tax Invoices that clearly state Invoice Number and GST. Invoices that do not claim GST must include the statement: "GST was not incurred for the services listed".

Invoices should provide clear and correct bank account information to facilitate International Telegraphic transfer of monies, including IBANs, SWIFT Codes, Indian

IFSC Codes, and country currency restrictions if applicable. Banking charges are the responsibility of the Representative.

When name or account changes occur subsequent to contract signing, please contact by email the Vendor Maintenance team for a new vendor form to be completed (fin-vendor-maintenance@griffith.edu.au). Company names and bank account details on the invoices should agree with those specified in the vendor form supplied by the Vendor Maintenance team.

SCHEDULE 2

CHECKLIST TO BE SIGNED BY REPRESENTATIVE

To acknowledge requirements by Griffith under the ESOS Act 2000 (Cth) and any subsequent amendments

1. I acknowledge the current National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code). I warrant that I have read and understood the National Code, paying particular attention to Standards 1 – 4 of Part B (Standards for Registered Providers) of the National Code, which I received with this Agreement.
2. I will ensure all my staff are aware of the requirements of the National Code and I understand that this is a continuing obligation.
3. I have read, understood and will comply with the London Statement, which I received with this Agreement.
4. I will ensure all my staff are aware of the requirements of the London Statement and I understand that this is a continuing obligation.
5. I will replace/have replaced all previous Griffith promotional materials with correct updated materials (which comply with Australian Law, as defined in the Agreement).
6. If prospective and/or successful students are charged an up-front fee for the representative's services, I will provide a list of fees charged to prospective students (including refund policy and copy of written agreement) to Griffith.
7. The student's permanent home address will be clearly indicated on the application, as well as my company name and address.
8. The student's date of birth will be included on the Commission invoice.
9. I will **not** deduct any fees from a student's fees before forwarding them to Griffith.
10. By signing this Agreement, I understand that I am required to comply with requirements under Australian Law and that it is my own obligation to read, understand and comply with its requirements.
11. I will contact the University immediately for clarification of any aspect of the ESOS Act, National Code or London Statement. I confirm that it is my own obligation to read, understand and comply with these requirements.
12. I will include the Griffith University CRICOS provider number 00233E in all promotional material such as advertising or signage, placed by my staff or myself.
13. I will return a signed copy of this Agreement together with a signed copy of this Checklist for Griffith's files as soon as possible.

Signature



Name.....

Sanjeev Sahni

Vice President-Office of International Affairs

Position

Chitkara University (GradMasters)

Company

Who warrants by signing this Schedule 2 that he/she has authority to bind the Representative to the obligations set out in this Schedule 2.

SCHEDULE 3 – NATIONAL CODE

Copy available online at

<https://www.education.gov.au/qualifications-recognition-esos-framework-tuition-protection-service>

or

<https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx>

SCHEDULE 4 - LONDON STATEMENT

Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (To be known as the London Statement)

March 2012

1. Introduction

1.1 Context

Increasing numbers of students now move across national borders seeking education and training opportunities in order to gain internationally recognised qualifications. The OECD publication Education at a Glance 2010 sources OECD and UNESCO Institute for Statistics, which estimated that more than three million tertiary students were educated outside their home country in 2008. Some commentators project that global demand for international education could be expected to rise to almost eight million by 2025.

The growth in the number of international students has been accompanied by an increase in the number of education agents and consultants who provide services to them. Education agents and consultants are integral and important stakeholders in international education.

1.2 Background to the Initiative

The Roundtable on the Integrity of International Education is a forum at which the UK, Australia, Canada, Ireland, New Zealand and the US meet to share knowledge and experience and identify common areas of practice and concern, as well as scope for collaboration. At the initial meeting of the Roundtable in 2010 Australia proposed developing a joint international code of ethics for international education agents which would facilitate a common approach and raise ethical standards.

The development of a 'Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants' is the initiative that flowed from that proposal. The UK, Australia, Ireland and New Zealand agreed to the statement of principles on 16 March.

Each of these countries is now working towards implementing the principles. This includes training and communications for Agents.

1.3 Purpose

This high-level Statement of Principles promotes best practice among the education agents and consultant professions that support international students. The Statement of Principles is a unifying set of understandings for the recruitment of, and related services provided to, students in international education which serve to promote best practice among education agents and consultants. The Statement will be reflected in each country's approach to international education.

A report on activity will be presented to the Roundtable meeting in 2013.

A number of factors which could be addressed under each principle when developing initiatives and actions are provided in the Attachment on page 3.

2. Ethical Framework

The Statement of Principles is based on an underlying ethical framework of:

- **Integrity** - being straightforward and honest in all professional and business dealings;
- **Objectivity** - not allowing professional judgment to be compromised by bias or conflict of interest;
- **Professional competence and due care** - maintaining professional knowledge and professional service, and acting diligently;

- **Transparency** - declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student;
- **Confidentiality** - respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority;
- **Professional behaviour** – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and
- **Professionalism and purpose** - acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government).

3. Principles

- Principle 1 - Agents and consultants practice responsible business ethics.
- Principle 2 - Agents and consultants provide current, accurate and honest information in an ethical manner.
- Principle 3 - Agents and consultants develop transparent business relationships with students and providers through the use of written agreements.
- Principle 4 - Agents and consultants protect the interests of minors.
- Principle 5 - Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ.
- Principle 6 - Agents and consultants act professionally.
- Principle 7 - Agents and consultants work with destination countries and providers to raise ethical standards and best practice.

Attachment to the London Statement

March 2012

This Attachment to the London Statement of Principles provides suggestions on a number of factors that could be addressed under each of the principles.

Principle 1: Agents and consultants practice responsible business ethics

- Avoiding conflicts of interest
- Observing appropriate levels of confidentiality and transparency
- Acting professionally, honestly and responsibly
- Refraining from being party to any attempt by students or others to engage in fraudulent visa applications
- Acting in the best interests of the student at all times
- Declaring conflicts of interest
- Being transparent in fees to be paid by students and commissions paid by providers
- Providing clear avenues for handling complaints and resolving disputes
- Complying with relevant laws and regulations.

Principle 2: Agents and consultants provide current, accurate and honest information in an ethical manner

- Providing realistic and appropriate information that is tailored to the individual student's circumstances, particularly in relation to language skills, capacity to pay and level of study
- Specifying the rights and responsibilities of the student in the country of destination
- Refraining from claiming a direct government endorsement or privileged relationship with a public official or member of the government where one does not exist; including for example the misuse of national brand logos

-
- Providing a registration number or other identifier on advertising material
 - Using institutions' officially approved material in promoting providers with whom agents have an agreement.

Principle 3: Agents and consultants develop transparent business relationships with students and providers through the use of written agreements

- Signed by the student and the agent
- Signed by the provider and the agent
- Include information on the arrangements put in place by agents and consultants on behalf of the student, such as itemised payment schedules of fees and services, and refund and transfer policies
- Provide details on information provided under Principles 1 and 2, as a means of guiding agents and consultants to give appropriate information to students so that both students and agents understand what has been agreed to
- Maintain student confidentiality
- Are archived in an appropriate manner so that the agreements can be made available to the student or an appropriate authority within a reasonable timeframe.

Principle 4: Agents and consultants protect the interests of minors

- Ensuring that the prospective student has adequate representation and support from a guardian and/or legal counsel during meetings with the agent or consultant and that this is recorded as informed consent before any money changes hands
- Ensuring that the client has the legal capacity to enter into any commitment
- Acting not only in accordance with relevant laws and regulations, but competently, diligently and fairly as befits dealings with minors.

Principle 5: Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ

- Providing information to students about the accreditations the agents have met, the training they have undertaken, the memberships they hold to professional associations or processes undertaken to become registered and accredited education agents and consultants
- Providing information about themselves that support comparison of registration, qualifications and experience.

Principle 6: Agents and consultants act professionally

- Participating in training courses and professional development wherever possible
- Becoming members of professional associations and networks that promote and support best practice in the recruitment of international students.

Principle 7: Agents and consultants work with destination countries and providers to raise ethical standards and best practice

- Sharing information on best practice in the recruitment of international students by education agents and consultants.
-

SCHEDULE 5

AUSTRALIAN INTERNATIONAL EDUCATION AND TRAINING AGENT CODE OF ETHICS

Introduction

Australia is committed to ensuring the highest standard of service and care is delivered across its international education and training sector and has a comprehensive international education and training quality framework to support this aim. The *Agent Code of Ethics* (ACE) is a critical component of this framework and provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. The ACE builds on the London Statement's ethical framework and provides a set of Australian specific 'Standards' for Australia's education agents. The ACE also aims to support Australia's education and training providers to meet their obligations under the National Code.

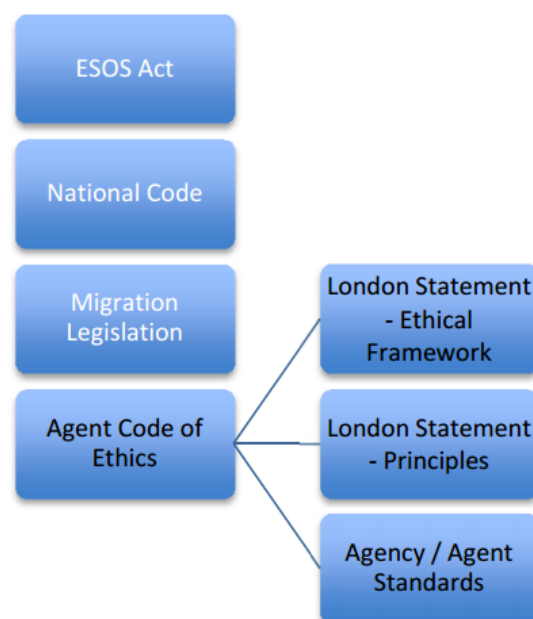
Purpose

The *Agent Code of Ethics* aims to:

- Outline the principles and expectations of fair and ethical conduct of Australia's offshore and onshore education agents
- Foster best practice among education agents to assist them to provide quality services to potential and existing international students and partner providers
- Provide assurances on the quality and standard of services provided by education agents recruiting into Australia
- Build on Australia's globally recognised international education and training quality systems to further enhance the reputation of Australia's education system. Australian International Education and Training Australia's international education and training provides a holistic approach across the sector to ensure the highest quality outcomes for everyone. Agent quality is one component of a comprehensive and integrated quality system.

Australian International Education and Training

Australia's international education and training provides a holistic approach across the sector to ensure the highest quality outcomes for everyone. Agent quality is one component of a comprehensive and integrated quality system.



Education Agent Code of Ethics

Australia's Education *Agent Code of Ethics* is based on three core elements of:

1. The London Statement's Ethical Framework
2. The London Statement's Principles

Ethical Framework

The Australian education and training sector expects education agents to adhere to seven ethical principles, as outlined in the London Statement, that are supported by an underlying ethical framework of:

- **Integrity** – being straightforward and honest in all professional and business dealings;
- **Objectivity** – not allowing professional judgment to be compromised by bias or conflict of interest;
- **Professional competence and due care** – maintaining professional knowledge and professional service, and acting diligently;
- **Transparency** – declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student;
- **Confidentiality** – respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority;
- **Professional behaviour** – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and
- **Professionalism and purpose** – acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government).

Principles

The London Statement Principles promote best practice among education agents and consultant professions that support international students. The Statement of Principles is a unifying set of understandings for the recruitment of students in international education that serve to promote best practice among education agents and consultants. The seven principles are:

Principle 1: Agents and consultants practice responsible business ethics

- Avoiding conflicts of interest
- Observing appropriate levels of confidentiality and transparency
- Acting professionally, honestly and responsibly
- Refraining from being party to any attempt by students or others to engage in fraudulent visa applications
- Acting in the best interests of the student at all times
- Declaring conflicts of interest
- Being transparent in fees to be paid by students and commissions paid by providers
- Providing clear avenues for handling complaints and resolving disputes
- Complying with relevant laws and regulations.

Principle 2: Agents and consultants provide current, accurate and honest information in an ethical manner

- Providing realistic and appropriate information that is tailored to the individual student's circumstances, particularly in relation to language skills, capacity to pay and level of study
- Specifying the rights and responsibilities of the student in the country of destination
- Refraining from claiming a direct government endorsement or privileged relationship with a public official or member of the government where one does not exist; including for example the misuse of national brand logos
- Providing a registration number or other identifier on advertising material
- Using institutions' officially approved material in promoting providers with whom agents have an agreement.

Principle 3: Agents and consultants develop transparent business relationships with students and providers through the use of written agreements

- Signed by the student and the agent
- Signed by the provider and the agent
- Include information on the arrangements put in place by agents and consultants on behalf of the student, such as itemised payment schedules of fees and services, and refund and transfer policies

- Provide details on information provided under Principles 1 and 2, as a means of guiding agents and consultants to give appropriate information to students so that both students and agents understand what has been agreed to maintain student confidentiality
- Are archived in an appropriate manner so that the agreements can be made available to the student or an appropriate authority within a reasonable timeframe.

Principle 4: Agents and consultants protect the interests of minors

- Ensuring that the prospective student has adequate representation and support from a guardian and/or legal counsel during meetings with the agent or consultant and that this is recorded as informed consent before any money changes hands
- Ensuring that the client has the legal capacity to enter into any commitment
- Acting not only in accordance with relevant laws and regulations, but competently, diligently and fairly as befits dealings with minors.

Principle 5: Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ

- Providing information to students about the accreditations the agents have met, the training they have undertaken, the memberships they hold to professional associations or processes undertaken to become registered and accredited education agents and consultants
- Providing information about themselves that support comparison of qualifications and experience.

Principle 6: Agents and consultants act professionally

- Participating in training courses and professional development wherever possible
- Becoming members of professional associations and networks that promote and support best practice in the recruitment of international students.

Principle 7: Agents and consultants work with destination countries and providers to raise ethical standards and best practice

- Sharing information on best practice in the recruitment of international students by education agents and consultants.

Standards

To ensure alignment and equity, Australia's Standards for international education agents mirror the requirements for education and training providers as outlined in the ESOS Act and National Code. The ACE provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. These Standards will be reviewed and updated to ensure continued relevance to the sector. The standards are:

Standard	Element
Organisational Effectiveness	<ul style="list-style-type: none">• Demonstrates effective organisational governance and appropriate ownership including a well-articulated strategic plan, policies and procedures.• Evidence of relevant and up-to date business licensing and or registration.• Discloses all relevant partnerships, affiliations and agreements are disclosed, including disclosure of sub agent representation agreements and a clearly articulated approach to managing these relationships is in place to ensure compliance with the ACE.• Offers assurance of the organisation's financial integrity and financial systems.• Provides clear and transparent disclosure of recruitment practices and activities including countries serviced
Business Ethics	<ul style="list-style-type: none">• Demonstrates agency and individual agent adherence to the ethical standards and principles of the ACE.• Discloses any past, pending, threatened or potential litigation, arbitration or administrative actions or other disputes against the agency, CEO or other relevant business associate.• Provides current, accurate and appropriate information to students and offers a commitment to not knowingly providing false or misleading information.

	<ul style="list-style-type: none"> • Demonstrates openness and disclosure of any incentives to any party that may influence the student's decisions.
Staff Capability	<ul style="list-style-type: none"> • Demonstrates effective human resource management practices are in place to ensure all employees and representatives are trained, informed and act in the best interests of clients at all times. • Demonstrates a strong working understanding the Australian education and training system, including all relevant legislation, regulations and information. • Completion of an Agent Training program and or other relevant education and training qualifications or programs.
Agency Recruitment Practices and Standards	<ul style="list-style-type: none"> • Implements considered and targeted marketing practices, and ensures honest and accurate communication resources are in place. • Provides appropriate, fair and considered counselling of students including assessing the student's willingness and ability to complete the courses, their understanding of course and provider requirements and awareness of realistic employment and pathway outcomes. • Demonstrates and articulates a clear and fair complaints and appeals process. • Offers transparent and clearly articulated fees and charges including a documented refund policy. • Ensures strict confidentiality of personal information and ensures this information is not shared with a third party unless consent is given.

Australia's International Education Agent Code of Ethics - Overview

Ethics	Principles	Standards
<ul style="list-style-type: none"> • Integrity - being straightforward and honest in all professional and business dealings; • Objectivity - not allowing professional judgment to be compromised by bias or conflict of interest; • Professional competence and due care - maintaining professional knowledge and professional service, and acting diligently; • Transparency - declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student; • Confidentiality - respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority; • Professional behaviour – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and • Professionalism and purpose - acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government). 	<ul style="list-style-type: none"> • Agents and consultants practice responsible business ethics. • Agents and consultants provide current, accurate and honest information in an ethical manner. • Agents and consultants develop transparent business relationships with students and providers through the use of written agreements. • Agents and consultants protect the interests of minors. • Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ. • Agents and consultants act professionally. • Agents and consultants work with destination countries and providers to raise ethical standards and best practice. 	<ul style="list-style-type: none"> • Agents and consultants comply with the Australian Agent Quality Framework and the ACE • Agency demonstrates robust organisational effectiveness • Agency demonstrates strong business ethics • Agency supports staff capability development and ongoing education • Agency demonstrates quality and effective recruitment practices and standards

SIGNED AS AN AGREEMENT:

SIGNED for and on behalf of
GRIFFITH UNIVERSITY by
the Vice President (Global):

)
)
)
)
)
)



.....
Professor Sarah Todd

.....
Vice President (Global)

SIGNED for and on behalf of
GRADMASTERS by an authorised
officer of in the presence of:

)
)
)
)
)
)



.....
Signature of authorised officer, who
warrants by signing they have authority to
sign this document on behalf of
GRADMASTERS

Sanjeev Sahni

.....
Name of Authorised Officer (printed)

Vice President-Office of International Affairs

.....
Position of Authorised Officer



CRICOS Provider Number 00233E

Certificate of Representation

GradMasters

India

This is to certify that the above named is approved by Griffith University to counsel, advise, inform and process applications from quality students for English language, undergraduate and postgraduate study at Griffith University.

Valid to 31 December 2023

Professor Sarah Todd
Vice President (Global)
Griffith University

Agent agreement between Griffith University and GradMasters

Final Audit Report

2021-10-30

Created:	2021-10-27
By:	Rochelle Hocker (r.hocker@griffith.edu.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxYuNX5xhLbKm_pK6VFQwbCpbW1lpxnG

"Agent agreement between Griffith University and GradMasters" History



Document created by Rochelle Hocker (r.hocker@griffith.edu.au)

2021-10-27 - 1:59:00 AM GMT- IP address: 132.234.21.165



Document emailed to Sarah Todd (s.todd@griffith.edu.au) for signature

2021-10-27 - 2:04:33 AM GMT



Email viewed by Sarah Todd (s.todd@griffith.edu.au)

2021-10-28 - 2:23:00 AM GMT- IP address: 132.234.156.99



Document e-signed by Sarah Todd (s.todd@griffith.edu.au)

Signature Date: 2021-10-28 - 2:24:16 AM GMT - Time Source: server- IP address: 132.234.156.99



Document emailed to Sanjeev Sahni (sanjeev.sahni@chitkara.edu.in) for signature

2021-10-28 - 2:24:18 AM GMT



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