



STUDENT REFERRAL AND RECRUITMENT AGREEMENT

PARTIES:

UNIVERSITY OF SOUTH AUSTRALIA, a body corporate by virtue of the University of South Australia Act, 1990, as amended, of North Terrace Adelaide SA 5000 ("**University**")

and

The Agent details of which are set out in item 1 of Schedule C. ("**Agent**")

BACKGROUND

- A. The Agent assists in finding Students in the Territory for enrolment and study in Australia.
- B. The University wishes to engage the Agent as its agent in the Territory on the terms of this Agreement.
- C. The Agent is aware of the requirements of the ESOS Framework and will provide services in accordance with those requirements and the terms of this Agreement.

1. DEFINITIONS & INTERPRETATION

- 1.1. Terms used in this Agreement have the meanings provided item 1 of Schedule A.
- 1.2. This Agreement will be interpreted in the manner provided in item 2 of Schedule A.

2. AGENT'S RESPONSIBILITIES

- 2.1. The Agent shall provide the following services to the University:
 - 2.1.1. actively promote the University and recruit Students across the range of Programs offered by the University, including through the use and display of the University's current Materials;
 - 2.1.2. attend to enquiries from Students by providing information about the Programs available at the University and, where appropriate, provide counselling to Students about the Programs and relevant admission criteria based on the information provided to the Agent by the University;
 - 2.1.3. assist Students to comply with formal requirements involved in applying for admission to Programs (including processing of application forms and forwarding completed applications to the University) once published entry criteria for the Program have been met;
 - 2.1.4. ensure that all Recruited Students are GTE and have the financial resources to support themselves and any dependants for the duration of their Program;
 - 2.1.5. provide Students with clerical assistance in applying for a Visa to the appropriate office of Home Affairs, including:



- 2.1.5.1. typing or writing or translating answers into an application or document, photocopying or collating an application or document, indicating where certain information should go in an application form, paying the Visa application charge, physically lodging or posting or emailing an application or document;
 - 2.1.5.2. providing translation or interpretation services to help prepare an application or document; and
 - 2.1.5.3. advising a Student that they must apply for a Visa; and
- 2.1.6. lodge with Home Affairs:
 - 2.1.6.1. documents approved by the University (including the statement of purpose) as part the genuine temporary assessment process for each Student; and
 - 2.1.6.2. the Student's Visa application.
- 2.2. The Agent warrants that it has read and will comply with the Ethics Code at all times.
- 2.3. The Agent shall provide the Services only within the Territory.
- 2.4. In performing the Services, the Agent must:
 - 2.4.1. act honestly, in good faith and in the best interest of the Student;
 - 2.4.2. ensure all staff members who interact directly with Students are aware of the obligations under this Agreement and are suitably qualified or experienced in relation to the functions they perform for Students;
 - 2.4.3. notify Students registered with the Agent and the University of any intention to relocate the Agent's premises at least 20 working days before such relocation;
 - 2.4.4. ensure that the Services are conducted in a professional, ethical and business-like manner;
 - 2.4.5. not undertake any activity which may adversely affect the reputation, integrity or goodwill of the University;
 - 2.4.6. clearly identify the University's name and CRICOS number on all marketing materials including digital materials;
 - 2.4.7. not amend or alter any Materials, without the prior written approval of the University;
 - 2.4.8. comply with:
 - 2.4.8.1. any reasonable directions given by, or on behalf, of the University from time to time;
 - 2.4.8.2. all policies and procedures of the University so far as they are made known to the Agent;



- 2.4.8.3. Universities Australia *Voluntary Code of Best Practice for the Governance of Australian Universities*;
 - 2.4.8.4. the ESOS Framework; and
- 2.4.9. not cause the University to be in breach of any laws, statutes, regulations, by-laws, ordinances or subordinate legislations in force from time to time, including but not limited to the:
 - 2.4.9.1. ESOS Framework;
 - 2.4.9.2. *Racial Discrimination Act 1975* (Cth);
 - 2.4.9.3. *Privacy Act 1988* (Cth);
 - 2.4.9.4. *Equal Opportunity Act 1984* (SA);
 - 2.4.9.5. *Sex Discrimination Act 1984* (Cth);
 - 2.4.9.6. *Disability Discrimination Act 1992* (Cth);
 - 2.4.9.7. *Fair Work Act 2009* (Cth); and
 - 2.4.9.8. Australian Consumer Law.
- 2.5. The Agent hereby authorises the University to request from Home Affairs, and authorises Home Affairs to release to the University, the following data:
 - 2.5.1. Visa outcomes for all Recruited Students who lodge a student Visa application with Home Affairs;
 - 2.5.2. data in relation to Visa cancellations including but not limited to number of cancellations and reason for cancellation for any Recruited Students; and
 - 2.5.3. any other relevant information used or provided by Home Affairs.
- 2.6. The Agent shall:
 - 2.6.1. promptly complete and return any self-evaluation forms provided by the University;
 - 2.6.2. promptly verify its details on Easy Agent when required to do so by the University and comply with any other reasonable directions given by the University in relation to Easy Agent;
 - 2.6.3. promptly read any induction or training materials or resources provided by the University and undertake any on-line training provided by the University or any training mandated by the Australian Government;
 - 2.6.4. regularly monitor Home Affairs' website at www.homeaffairs.gov.au and from time to time or as directed by the University attend local briefings, Australian Education International sessions or agent associations' meetings or other information sessions regarding the recruitment of overseas students for study in Australia;



- 2.6.5. comply with any policies or procedures introduced by the University to ensure that Students are GTE;
 - 2.6.6. promptly supply to the University any Outcome Data provided to the Agent by Home Affairs;
 - 2.6.7. promptly inform the University of any complaint or grievance received from a Student or prospective Student regarding the Agent or the Services; and
 - 2.6.8. immediately forward the University (by email to qualityandcompliance@unisa.edu.au) a copy of any student Visa rejection letters that it receives from Home Affairs for Students who have been unsuccessful in being granted a Visa to commence study with the University.
- 2.7. The Agent will maintain a copy of all Records for a period of seven years following the expiry or termination of this Agreement.

3. COMPLIANCE WITH ESOS FRAMEWORK AND NATIONAL CODE

- 3.1. The University is responsible for compliance with the ESOS Act and National Code.
- 3.2. The Agent must before a Student completes an application for a Program give the Student current information provided in writing or electronically to the Agent by the University regarding:
 - 3.2.1. the University and its campus locations, facilities, equipment and learning and library resources;
 - 3.2.2. the relevant Program, including, but not limited to its content and duration, the qualification offered (if applicable), modes of study and assessment methods;
 - 3.2.3. the Fees for the Program and advice on the potential for Fees to change during the Student's enrolment in a Program, together with the University's refund policy;
 - 3.2.4. details of any arrangements with another university, person or business to provide the Program or part of the Program;
 - 3.2.5. information about the grounds on which a Student's enrolment may be deferred, suspended, or cancelled, and the University's complaints and appeals process;
 - 3.2.6. a description of the ESOS Framework;
 - 3.2.7. living in Australia and the local environment, including but not limited to information regarding the cost of living, travel and transport, realistic information on the ability of part-time work and accommodation options; and
 - 3.2.8. the requirements for acceptance into the Program, including the minimum level of English language ability, educational qualifications or work

experience required for acceptance into the Program, and whether course credit may be applicable.

- 3.3. Before submitting an application for the Program to the University, the Agent must ensure that a Student's qualifications, experience and English language proficiency are appropriate for the Program, or in the Agent's opinion are likely to be so before the Student is due to commence the Program.
- 3.4. The Agent must inform each Student that:
 - 3.4.1. Students who come to Australia on a student Visa must have a primary purpose of studying and must complete their Program within the course duration specified on their Confirmation of Enrolment;
 - 3.4.2. the Student is required to provide to the University his or her usual permanent residential address; and
 - 3.4.3. any school age dependants who accompany them to Australia may be required to pay full fees if they enrol in either government or non-government schools.
- 3.5. Anti-bribery and Corruption
 - 3.5.1. The Agent must at all times comply with all relevant laws and regulations applying or applicable in the Territory which prohibit or relate to Corrupt Practices.
 - 3.5.2. The Agent will not do, or allow to be done, or engage in any Corrupt Practices or any other act or practice which would or will result in the University:
 - 3.5.2.1. committing an offence under Division 70 of the Australian Criminal Code ('Bribery of Foreign Public Officials'); or
 - 3.5.2.2. being liable for aiding, abetting, counselling, procuring or being accessorially liable in relation to an offence under Division 70 of the Australian Criminal Code or any other laws or regulations of or applicable in the Territory relating to Corrupt Practices.
 - 3.5.3. If the Agent needs to deal with or obtain any consent from an agency or official of a government in the Territory, it will notify the University, and will only do so on arm's length terms.
 - 3.5.4. The Agent acknowledges that:
 - 3.5.4.1. it will make full and detailed disclosure of any information relating to any actual or potential breach of this clause 3.5; and
 - 3.5.4.2. breach of this clause 3.5 is serious and material and will entitle the University to terminate this Agreement on written notice to the Agent, without payment of compensation to the Agent.
 - 3.5.5. In this clause 3.5, 'Corrupt Practices' means any act, omission, conduct or

practice which is or may constitute bribery, corruption, embezzlement, extortion, the making of a facilitation payment or any other corrupt or potentially corrupt practice.

3.6. Conflict of Interest

- 3.6.1. The Agent warrants that at the time of entering this Agreement it is not aware of any Conflict of Interest, other than as disclosed to the University in writing prior to executing this Agreement.
- 3.6.2. If at any time during the Term, the Agent becomes aware of any Conflict of Interest then the Agent will immediately notify the University in writing providing details of the Conflict of Interest and the Agent's proposed method of managing the Conflict of Interest.
- 3.6.3. The Agent must comply with any direction of the University with respect to managing a Conflict of Interest.
- 3.6.4. If the University considers that there is no means of satisfactorily managing a Conflict of Interest or the Agent is in breach of clause 3.6.3, then the University may terminate this Agreement by providing notice to the Agent.

3.7. Dishonest or unconscionable practices

The Agent must not:

- 3.7.1. engage in any dishonest practices, including but not limited to suggesting to Students that they can come to Australia on a student Visa with a primary purpose other than full-time study;
- 3.7.2. engage in unconscionable conduct towards a Student or any other person while undertaking the Services or otherwise purporting to represent UniSA;
- 3.7.3. facilitate applications for Students who will not comply with, or who the Agent reasonably believes will not comply with, the conditions of their Visa;
- 3.7.4. make any representations or offer any guarantees to Students about whether they will be granted a Visa or be accepted into a Program by the University;
- 3.7.5. engage in false or misleading or unethical advertising or recruitment practices;
- 3.7.6. make or give any false, misleading or inaccurate information, including:
 - 3.7.6.1. comparisons with any other education provider or their programs or courses;
 - 3.7.6.2. claims that the University is associated with any other education provider;
 - 3.7.6.3. claims of association between the University and the Agent;
 - 3.7.6.4. advice in relation to the employment outcomes associated with a



Program;

- 3.7.6.5. advice in relation to possible migration outcomes;
 - 3.7.6.6. claims or information relating to the University, its Programs or outcomes associated with the Programs; and
 - 3.7.6.7. information regarding the matters contained in clause 2.4;
 - 3.7.7. receive or bank any Fees and charges payable to the University by a Student or deduct any amount from such Fees and charges;
 - 3.7.8. provide immigration advice where not authorised to do so under the *Migration Act 1958* (Cth);
 - 3.7.9. charge any fee to a Student for their application or acceptance of an offer;
 - 3.7.10. commit the University to accept any Student into a Program or guarantee the success of any application to the University;
 - 3.7.11. actively recruit a Student where they are aware that the Student is transferring from another educational institution prior to completing 6 months of their principal course of study, except with the prior approval of the University; and
 - 3.7.12. provide any assurances that studying a Program will lead to permanent residency in Australia.
- 3.8. The Agent acknowledges that it is acting as the University's representative for the purposes of the ESOS Framework, and that it is aware of the requirements and applicability of the ESOS Framework and agrees to comply with these requirements.

4. MARKETING AND PROMOTIONS

- 4.1. The Agent must not:
- 4.1.1. undertake any advertising or promotional activity about the Programs or the University in print or electronic form; or
 - 4.1.2. use any Marks in any way or for any purpose,
- without the prior written consent of the University on each occasion they are to be used.
- 4.2. Ownership of all Marks shall remain vested in the University and nothing in this Agreement shall transfer rights in, or associated with, the Marks to the Agent or any third party.
- 4.3. Ownership of all Intellectual Property rights in or associated with any Materials shall remain vested in the University.
- 4.4. The University grants to the Agent a worldwide, royalty free, non-exclusive, non-transferrable and non-sublicensable licence to copy Materials solely for the performance of the Services. For the avoidance of doubt, this licence does not give



the Agent the right to alter, adapt or extract from the Materials for its own purposes.

5. UNIVERSITY'S RESPONSIBILITIES

- 5.1. The University shall provide current and accurate Materials to the Agent for use in accordance with this Agreement.
- 5.2. The University shall facilitate and service the needs of Students within Australia in accordance with the ESOS Framework and Universities Australia *Voluntary Code of Best Practice for the Governance of Australian Universities* (as applicable).
- 5.3. The University shall pay Commission to the Agent in accordance with clause 8.
- 5.4. The University shall process applications and queries from Students in an efficient and timely manner and promptly notify the Agent of the acceptance or rejection of applications referred to the University from the Agent.
- 5.5. The University will maintain its CRICOS registration and comply with its obligations under the ESOS Framework.
- 5.6. The University will take immediate corrective and preventative action upon becoming aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices including practices that could harm the integrity of Australian education and training.

6. PERFORMANCE REVIEW

- 6.1. The University will monitor the activities of the Agent and assess its performance against the requirements of this Agreement on an ongoing basis ("**Continuous Review**"). The Continuous Review process may include, but is not limited to:
 - 6.1.1. regular face-to-face meetings with the Agent onshore or offshore;
 - 6.1.2. telephone or teleconference meetings;
 - 6.1.3. reviewing the Outcome Data supplied by Home Affairs;
 - 6.1.4. seeking feedback from Recruited Students;
 - 6.1.5. reviewing self-evaluation forms completed by the Agent; and
 - 6.1.6. inspecting and auditing of Records.
- 6.2. If the University believes or reasonably suspects that the Agent is not performing its obligations under this Agreement or has breached this Agreement, the University may:
 - 6.2.1. require the Agent to take immediate remedial action and notify the University within 14 days of the remedial action that has been taken and whether the non-compliance or breach has been remedied; and
 - 6.2.2. conduct a Performance Review in accordance with Schedule B.
- 6.3. In addition to any Performance Review undertaken under clause 6.2.2, the University



will conduct an annual Performance Review in order to determine whether to:

- 6.3.1. maintain the Agent's appointment;
- 6.3.2. appoint the Agent for a further term; or
- 6.3.3. terminate the Agent's appointment.

7. TERM AND TERMINATION

- 7.1. This Agreement will commence on the date of its execution by both parties and remain in force for the Term, unless terminated in accordance with this Agreement.
- 7.2. The Agreement may be terminated by the University with immediate effect by giving written notice to the Agent if the University knows or reasonably suspects that the Agent has:
 - 7.2.1. breached clause 3, clause 13 or clause 14 of this Agreement;
 - 7.2.2. materially breached any other obligation under this Agreement and has failed to remedy that breach within 10 Business Days of being notified of the breach by the University;
 - 7.2.3. breached the National Code;
 - 7.2.4. engaged in, or has previously been engaged in, false or misleading recruitment practices, including the attempt to recruit a Student where this clearly conflicts with the obligations of registered providers under Standard 7 of the National Code ("Overseas student transfers");
 - 7.2.5. facilitated the enrolment of a Student who the University believes will not comply with the conditions of his or her Visa; or
 - 7.2.6. provided immigration advice where not authorised under the *Migration Act 1958* (Cth) to do so.
- 7.3. The Agreement may be terminated by the University upon seven (7) days' written notice if the Agent fails to:
 - 7.3.1. meet the Visa Target;
 - 7.3.2. meet the Recruitment Target;
 - 7.3.3. comply with its obligations set out item 1.4 of Schedule B; or
 - 7.3.4. take appropriate remedial action to the satisfaction of the University as set out in clause 6.2.1 and item 2.2 of Schedule B.
- 7.4. The Agreement may be terminated by either Party giving six months' written notice to the other Party.
- 7.5. Upon termination of this Agreement, the Agent shall:
 - 7.5.1. immediately cease to use the Marks and any Materials, and promptly return



any Materials and Confidential Information to the University by registered mail or by a reputable international courier; and

7.5.2. submit to the University all applications from Students received up to the date of termination.

7.6. Termination of this Agreement does not affect any accrued rights or remedies of either Party.

8. COMMISSION

8.1. For each Recruited Student enrolled in a Program on the Census Date applicable to the Student's first enrolment in the Program, the University shall pay the Agent:

8.1.1. the Percentage Commission; or

8.1.2. the Fixed Commission; or

8.1.3. in the circumstances set out in clause 8.3, the Percentage Commission less the Fixed Commission,

subject to this clause 8.

8.2. The Agent will be paid a Commission determined under this clause 8 as follows:

8.2.1. 50% of the Commission will be paid in respect of a Recruited Student who is enrolled in a Program on the first semester Census Date for that Program; and

8.2.2. the remaining 50% of the Commission will be paid if the Recruited Student is enrolled in the Program on the second semester Census Date for that Program,

except where the Program in respect of a Recruited Student is only of one semester's duration, in which case 100% of the Commission will be paid if the Recruited Student is enrolled in the Program on the Census Date for that Program.

8.3. If two agents have assisted the Student with respect to the Student's enrolment at the University then:

8.3.1. the University has an absolute discretion to determine whether the Agent is entitled only to the Percentage Commission less the Fixed Commission and the other agent is entitled to the Fixed Commission;

8.3.2. splitting the Commission will occur in very limited circumstances and only where a Student can demonstrate to the satisfaction of the University that there was a compelling reason for the Student to use another agent.

8.4. The Agent will receive Commission in accordance with clause 8.1 for each Program in which a Student enrolls within a Suite of Programs or a Packaged Offer, provided that the maximum amount of Commission that will be paid is the Commission that the Agent would have received had the Student only enrolled in the highest level of Program in the Suite of Programs or Packaged Offer.



- 8.5. The Agent will receive no Commission for any subsequent Program that a Student enrolls in at the University unless the Agent has substantially performed all of the activities in accordance with this Agreement in respect of that enrolment.
- 8.6. If a Student enrolls in an bachelor-level Program and then a masters-level Program, on the basis of completing these Programs on the same Visa, and the Agent has performed substantially all of the activities in accordance with this Agreement in respect of the enrolments, then the University will pay the Agent a Commission on the basis set out in clause 8.1 in respect of each Program.
- 8.7. If a Recruited Student enrolls in a new Program at the University while on a Packaged Offer through another agent, the University has absolute discretion to determine if the other agent is entitled to receive Fixed Commission in accordance with that agent's agreement with the University.
- 8.8. The University will determine in its absolute discretion whether the Agent recruited a Student considering all of the relevant circumstances.

9. INVOICING AND PAYMENT

- 9.1. The Agent shall invoice the University for Commission. All invoices must be clearly laid out and contain the following information:
 - 9.1.1. the date of the invoice and an invoice reference number;
 - 9.1.2. each Recruited Student's family name, given name/s and date of birth;
 - 9.1.3. each Recruited Student's identification number as provided by the University on the Confirmation of Enrolment;
 - 9.1.4. the name of each Program enrolled in by the Recruited Student and the annual fee for that Program (36 units for full year Programs or *pro rata* for single semester Programs);
 - 9.1.5. the total amount of Commission claimed (in AUD\$);
 - 9.1.6. the rate of Percentage Commission claimed if any (%); and
 - 9.1.7. if the invoice is a Tax Invoice, it must contain the words "tax invoice", the ABN of the Agent or equivalent and show the amount of Australian GST payable (where applicable) as a separate amount.
- 9.2. All invoices for Commission for those Recruited Students who were enrolled at the University on Census Date in the first half of the calendar year must be remitted to the University by 30 September of that calendar year. Similarly all invoices for Commission for those Recruited Students who were enrolled at the University on Census Date in the second half of the calendar year must be remitted to the University by 31 December of that calendar year.
- 9.3. Subject to the Agent complying with this clause 9, the University will pay an invoice within 30 days of Census Date or within 30 days of receiving the invoice, whichever is the latter.



- 9.4. The parties acknowledge that all payments of Commission are exclusive of Australian GST.
- 9.5. If Australian GST is payable in relation to any Taxable Supply, the Party receiving that Taxable Supply (the 'Recipient') will pay, in addition to and at the same time as the fee for that Taxable Supply, the Australian GST payable on that Taxable Supply except that the Recipient is not obliged to pay any GST until the Recipient receives a Tax Invoice in relation to that Taxable Supply.
- 9.6. If Territory GST is applicable, then the University will pay in addition to, and at the same time as the payment of Commission, the Territory GST provided that:
 - 9.6.1. the Agent has complied with all requirements under the law of the Territory with respect to claiming the Territory GST and any requirements set out in item 7 of Schedule C; and
 - 9.6.2. the Territory GST is separately itemised on the invoice requesting payment of Commission.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1. The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of the University (which may be withheld in its absolute discretion).
- 10.2. The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of the University (which can be withheld at its absolute discretion). In applying for the University's written approval, the Agent must supply the University with the names and contact details of the proposed subcontractors, as well as any other information the University may reasonably request.
- 10.3. The University may withdraw its approval for any subcontractor at any time in writing.
- 10.4. The Agent agrees to terminate its relationship with a subcontractor which engages in false or misleading recruitment practices.
- 10.5. Notwithstanding any subcontract, the Agent remains fully responsible for performing its obligations under this Agreement.
- 10.6. The Agent must provide any assignee or subcontractor with a copy of this Agreement and ensure that the assignee or subcontractor undertakes to comply with the terms of this Agreement.

11. CONFIDENTIALITY

- 11.1. Each Party acknowledges that the Confidential Information of a disclosing Party is valuable and agrees:
 - 11.1.1. to keep the Confidential Information confidential;
 - 11.1.2. not to disclose the Confidential Information to any person except in accordance with this Agreement, unless with the disclosing Party's prior



written consent or as required by law;

- 11.1.3. to use the Confidential Information only to the extent necessary for the purposes of this Agreement and not for any other purpose;
 - 11.1.4. to take proper and effective precautions to prevent persons from accessing any of the Confidential Information; and
 - 11.1.5. to notify the disclosing Party immediately it upon becoming aware of any person using the Confidential Information other than for the purposes of, and in accordance with, this Agreement.
- 11.2. Confidentiality obligations do not extend to information that is:
- 11.2.1. in the public domain, otherwise than as a result of a breach of the duty of confidentiality by the receiving party;
 - 11.2.2. acquired from a third party having no obligation of confidentiality to the disclosing party; or
 - 11.2.3. independently developed by the receiving party without reliance on or use of the disclosing party's Confidential Information.
- 11.3. A Party may disclose the Confidential Information to those of its employees, approved sub-contractors or agents who have a need to know the Confidential Information for the purposes of this Agreement and who have been advised of the obligations of this Agreement.
- 11.4. All documents and other materials containing Confidential Information of a Party will be returned to that Party immediately upon written request.
- 11.5. The obligations under this clause 11 will survive the expiration or earlier termination of this Agreement.

12. PRIVACY

- 12.1. The Agent agrees that, to the extent that it has access to, or obtains any Personal Information from a Student or the University or otherwise in connection with this Agreement, it will comply with the Privacy Policy and any other reasonable direction by the University in connection with the collection, use, disclosure, transfer and storage of such Personal Information.

Personal Information of Students

- 12.2. The Agent will collect relevant Personal Information from Students and provide it to the University for the purpose of the University considering whether to accept the Students into Programs.
- 12.3. Without limiting the Agent's obligation to comply with the Privacy Policy in clause 12.1 above, the Agent must:
- 12.3.1. obtain the consent of each Student to:
 - 12.3.1.1. the collection of his or her Personal Information; and

- 12.3.1.2. the use and disclosure of that information to the University for the purposes of the University assessing the Student's application for enrolment in a Program, facilitating the Student's enrolment in a Program (if the Student enrolls) and providing the Personal Information to Australian government agencies in regard to the Student's enrolment at the University or Visa status;
- 12.3.2. provide a privacy notification in the form approved by the University to each Student at the time Personal Information is collected from the Student;
- 12.3.3. provide confirmation of compliance with the obligations in this clause 12.3 (including copies of consents provided by Students), if requested by the University;
- 12.3.4. ensure that the Personal Information collected and shared with the University is accurate and up to date; and
- 12.3.5. notify any enquiries or complaints from a Student regarding the handling of the Student's Personal Information by the Agent or the University, or any data breaches by the Agent in respect of Student Personal Information to the University immediately.

Agent information

- 12.4. The Agent will provide Personal Information and other corporate information about the Agent in connection with this Agreement to the University and to third parties (such as the Commonwealth Department of Education and Training in relation to Personal Information entered into PRISMS by or on behalf of the Agent) and the Agent acknowledges and agrees that:
 - 12.4.1. the Personal Information and corporate information may include (without limitation) the Agent's name, email address, telephone number and address;
 - 12.4.2. the University may collect such Personal Information and corporate information directly from the Agent and indirectly from third parties (including from PRISMS);
 - 12.4.3. the Agent's Personal Information and corporate information will be used by the University for the purposes of this Agreement, in accordance with the Privacy Policy and as otherwise required or permitted by law;
 - 12.4.4. the Agent's Personal Information and corporate information entered into PRISMS (whether entered before, on or after the date of this Agreement) and data created using that information (including information and reports evaluating and reporting on the performance of international education agents) will be:
 - 12.4.4.1. accessed by, or disclosed to, and used by third parties (including the Commonwealth Department of Education and Training, Home Affairs, other Commonwealth agencies who access PRISMS and State or Territory agencies);



- 12.4.4.2. disclosed by the Commonwealth Department of Education and Training to other Commonwealth agencies (including Australian Skills Quality Authority (AQSA) and Tertiary Education Quality Skills Authority (TEQSA)), the University, other education providers and publicly (except that disclosures to the public will be aggregated data only and will not detail the relationship between an agent and an education institution);
 - 12.4.4.3. otherwise handled as required or permitted by law; and
 - 12.4.4.4. the Agent's Personal Information will be used to administer, and to monitor compliance with, various laws (including the ESOS Framework and *Migration Act 1958* (Cth)).
- 12.5. The Agent will indemnify the University against any actions, claims, demands, proceedings, losses, damages, costs and expenses made against, incurred or sustained by the University as a result of the Agent's failure to comply with its obligations under this clause 12.

13. WARRANTIES, INDEMNITY AND INSURANCE

- 13.1. The Agent will at all times indemnify the University, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of the University or its officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person against any of the University or those persons where such loss or liability was caused by:
- 13.1.1. breach of this Agreement; or
 - 13.1.2. a wilful or negligent act or omission,
- by the Agent, its officers, employees, subcontractors or agents in connection with this Agreement.
- 13.2. The Agent's liability to indemnify the University under clause 13.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission by those indemnified caused or contributed to such loss or liability.
- 13.3. The Agent warrants that it will maintain at its own cost adequate public liability insurance and professional indemnity insurance as appropriate in connection with the Services and its activities under this Agreement, insuring in particular against claims for loss or injury to Students or other members of the public using the premises, equipment or other facilities which are provided by the Agent. The Agent will provide the University with certificates of currency for such insurance immediately upon request.

14. INDEMNITY FOR SPECIFIC AGENT BREACH

- 14.1. The Agent warrants that it has not, does not and will not:
- 14.1.1. provide migration advice, unless authorised to do so under the Migration Act;



- 14.1.2. engage in dishonest recruitment practices, including the deliberate attempt to recruit a Student where this clearly conflicts with the obligation of registered providers under Standard 7 of the National Code;
 - 14.1.3. facilitate the enrolment of a Student who the Agent believes will not comply with the conditions of his or her Visa; or
 - 14.1.4. use PRISMS to create Confirmations of Enrolment for other than *bona fide* Students.
- 14.2. The Agent acknowledges that the University is precluded from accepting a Student from the Agent if the University knows or reasonably suspects that the Agent has engaged in any of the conduct described in clause 14.1.
- 14.3. Without limiting the indemnity provided by the Agent under clause 13.1, the Agent will at all times indemnify the University, its officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of the University or its officers, employees and agents arising from any claim, suit, demand, action or proceeding by any person (including a Student or prospective Student) against any of the University or those persons where such loss or liability was caused by, or arises from, the Agent or its officers, employees, subcontractors or agents engaging in any of the conduct described in clause 14.1.

15. DISPUTES

- 15.1. If any dispute between the Parties arises out of, relates to, or is in connection with any aspect of this Agreement, the Parties must use all reasonable endeavours, in good faith, to settle the dispute by negotiation in a friendly manner.
- 15.2. For the purpose of facilitating the process of negotiation referred to in clause 15.1:
- 15.2.1. the Party claiming that a dispute has arisen is to give notice ("**Dispute Notice**") to the other Party which:
 - 15.2.1.1. identifies the subject matter of the dispute; and
 - 15.2.1.2. designates a representative for the negotiation who will have authority to settle the dispute on behalf of that Party; and
 - 15.2.2. the other Party must then promptly designate, by notice to the Party giving the Dispute Notice, its representative for the negotiation who will have authority to settle the dispute on behalf of that Party.
- 15.3. The designated representatives appointed under clause 15.2.2 will, within 28 days of the last designation under clause 15.2.2, following whatever investigations each considers appropriate, meet and use all reasonable endeavours to resolve the dispute.
- 15.4. If the designated representatives are unable to resolve the dispute within 30 days of reference of the dispute to the designated representatives, the dispute will be subject to arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by a single arbitrator. The language of the arbitration



proceedings shall be English and the arbitrator shall make a fully reasoned determination. The decision of the arbitrator shall be final and binding. The Parties shall share the cost of arbitration equally.

15.5. Nothing in this clause 15 will prevent a Party from obtaining urgent interlocutory relief from a court of competent jurisdiction.

15.6. Pending and during the dispute settlement process, the parties are to continue to perform their obligations under this Agreement, except that, during such period, the University may, at its election:

15.6.1. cease to perform (in whole or in part) its obligations under clause 5.4 by declining to process, or by deferring or suspending the processing of, some or all applications and queries from Recruited Students; and

15.6.2. notify the Agent to cease providing some or all of the Services to the University.

16. NOTICES

16.1. A notice, direction, approval, consent or other communication in connection with this Agreement must be:

16.1.1. in writing;

16.1.2. signed by an authorised officer of the relevant party; and

16.1.3. given to the recipient party:

16.1.3.1. by hand delivery to the address of the recipient party set out below;

16.1.3.2. by pre-paid mail sent to the address of the recipient party set out below; or

16.1.3.3. by email transmission to the email address of the recipient party set out below,

and in each case must be marked for the attention of the person specified below in relation to the recipient party:

For the University:

Ms Gabrielle Rolan, Pro Vice Chancellor: International, UniSA
International, 1st Floor, 101 Currie Street, Adelaide, South Australia
5000

Email: Gabrielle.Rolan@unisa.edu.au

For the Agent:

In accordance with the details set out in item 1 of Schedule C.

16.2. Where two or more persons comprise a party, notice to or by one is effective notice to



and by all.

- 16.3. A party may from time to time change any of the details specified above by giving not less than five Business Days' notice to each other party. If details are changed in accordance with this clause, this clause applies as if those changed details were set out above.
- 16.4. Unless proved to the contrary, notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time as specified in the notice), and is taken to be received:
- 16.4.1. if hand delivered, on delivery;
 - 16.4.2. if sent by pre-paid mail, on the fifth Business Day after the date of posting (or on the tenth Business Day after the date of posting if posted to or from a place outside Australia); and
 - 16.4.3. if sent by email transmission, when the sender's email system confirms the time of sending of the email (unless the sender receives a delivery failure notification indicating the email has not been delivered to the addressee),
- but if the delivery, receipt or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received at 9 am on the next Business Day.

17. MISCELLANEOUS

- 17.1. This Agreement replaces and supersedes any agreement or arrangement between the parties in relation to its subject matter.
- 17.2. Except to the extent expressly provided in this Agreement, the Agent is not an agent of the University and has no power to pledge the credit of the University, nor purport to enter into any contracts on behalf of the University. Nothing in this Agreement shall be construed so as to create a partnership, joint venture or employment relationship between the Parties.
- 17.3. Nothing in this Agreement shall be construed as granting the Agent exclusive right to perform the Services for the University in the Territory. The University reserves the right to engage or appoint other agents in the Territory.
- 17.4. Any provision of this Agreement which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability and will be deemed to be severed from this Agreement, without invalidating the remaining provisions of the Agreement.
- 17.5. No waiver by any Party to this Agreement is binding on the parties unless it is in writing.
- 17.6. This Agreement may be varied by written agreement of the parties.
- 17.7. This Agreement is governed by, and will be construed in accordance with, the laws of the State of South Australia and the parties submit themselves to the non-exclusive jurisdiction of the courts of South Australia.



University of
South Australia

- 17.8. The *Electronic Transactions Act 2000* (SA) applies to this Agreement and the Agent consents to the University executing this Agreement by way of an electronic signature.



University of
South Australia

EXECUTION

Executed as a contract this 20 day of July, 2021

Signed for and on behalf of)
University of South Australia)
in accordance with the Vice Chancellor's)
authorisations and in the presence of:)

.....
(Signature)

Ms Gabrielle Rolan

Pro Vice Chancellor: International

UniSA International

.....

(Witness)

Ms Julieann Caripidis

Executive Assistant

UniSA International, University of South Australia



University of
South Australia

Signed for and on behalf of

The Agent
In the presence of:



(Signature)

SANDEEP SAMI

Vice President

Office of International Affairs



(Witness)

NARESH KUMAR

Manager

Office of International Affairs

(30-Jul-2021)

SCHEDULE A: DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Agreement	this agreement, including the Schedules and Annexures
Australian GST	the tax imposed by the GST Legislation
Business Day	is a day which is not a Saturday, Sunday or Public Holiday in South Australia or the Territory
Census Date	is the date within each study period (or research period for higher degree by research) by which a student's enrolment must be finalised for a course, and applicable fees and charges are incurred
Commission	the fee payable to the Agent in accordance with clause 8 by the University for the enrolment at the University of a Recruited Student
Commission Percentage	means the percentage stated in item 4 of Schedule C
Confirmation of Enrolment	means a document issued by the University to international students studying in Australia on a student visa, for student visa purposes
Confidential Information	<p>all information disclosed by one Party to the other Party which is confidential to the disclosing Party, including but not limited to:</p> <ul style="list-style-type: none"> (a) information provided to the Agent by the University regarding the Services; (b) any information about Students obtained during the course of this Agreement; (c) the terms of this Agreement; and (d) trade secrets, drawings, know-how, techniques, source code and object code, business and marketing plans, projections, arrangements, and agreements with third parties, customer information and customer list, concepts not reduced to material form, inventions, designs, plans and models
Conflict of Interest	in respect of the Agent, means that the Agent (or a relative or associate of the Agent) has an interest or an obligation to another person or entity which conflicts, potentially conflicts or may be perceived to conflict with the obligations of the Agent under this Agreement
Continuous Review	has the meaning given in clause 6.1
CRICOS	the Commonwealth Register of Institutions and Courses for Overseas Students



Easy Agent	Ascent One's Easy Agent software used by the University to manage its agents
Ethics Code	Australian International Education and Training <i>Agent Code of Ethics</i> included as Annexure A to this Agreement
ESOS Act	the <i>Education Services for Overseas Students Act 2000</i> (Cth)
ESOS Framework	means the following as varied from time to time: <ul style="list-style-type: none">• ESOS Act;• <i>ESOS Regulations 2019</i> (Cth);• National Code;• <i>ESOS (Registration Charges) Act 1997</i> (Cth); and• <i>ESOS Services for Overseas Students (Assurance Fund Contributions) Act 2000</i> (Cth)
Fees	the tuition and other fees for a Program required to be paid by a Student to the University
Fixed Commission	the Commission set out in item 5 of Schedule C
GST Legislation	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any associated legislation
GTE	genuine temporary entrant requirements under subclass 500, Schedule 2 to the <i>Migration Regulations 1994</i> (Cth)
Home Affairs	the Australian Department of Home Affairs
Intellectual Property	all intellectual property rights, including but not limited to: <ul style="list-style-type: none">(a) patents, copyright, plant variety rights, registered designs, registered and unregistered trademarks, Confidential Information, processes, know how, trade secrets and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields; and(b) any application or right to apply for registration of any of the rights referred to in paragraph (a)
Marks	logos, trademarks (registered and unregistered), designs, and crests that belong to or carry the name of the University
Materials	any promotional materials, information brochures, web-based information and other documentation provided or made available to the Agent by the University
National Code	<i>National Code of Practice for Providers of Education and Training to Overseas Students 2018</i> made under the ESOS Act



Outcome Data	the data provided by Home Affairs described in clause 2.5
Packaged Offer	an offer for Preliminary Program at the University or any other educational provider that is combined with an offer for a Principal Program,
Party	a party to this Agreement
Preliminary Program	a higher education award that is an entry requirement for a subsequent award at undergraduate or postgraduate level
Principal Program	an undergraduate or postgraduate award that is undertaken subsequent to a Preliminary Program award
Percentage Commission	a Commission calculated by multiplying a Recruited Student's first year's tuition fee payable by the Student to the University (based on a standard 36 unit annual tuition fee) by the Commission Percentage, except where the duration of the Program is a single semester in which case the tuition fee payable for that semester length program will be multiplied by the Commission Percentage
Performance Review	a review which the University may undertake to evaluate the Agent's performance and compliance with obligations under this Agreement in accordance with Schedule B
Personal Information	has the meaning given to that term in the Privacy Act 1988 (Cth) and includes a Student's name, residential and postal address, email address, telephone numbers, date of birth, gender, social media account details and passport details
PRISMS	the online platform known as the "Provider Registration and International Student Management System" or "PRISMS" provided by the Department of Education and Training as varied or replaced from time to time
Privacy Policy	means the University's Privacy Policy available at https://i.unisa.edu.au/policies-and-procedures/privacy/privacy-policy/
Program	means a full time program of study offered by the University and registered on CRICOS
Records	means records and information in the possession or control of the Agent in respect of any Student or prospective Student, providing the Services and fulfilling the other obligations under this Agreement
Recruited Student	means a Student recruited for the University by the Agent
Recruitment Target	means the recruitment target set out in item 6 of Schedule C



Services	the services described in clause 2.1
Student	a person (whether within or outside of Australia) who intends to study in Australia on a Visa
Suite of Programs	a suite of postgraduate Programs where each lower Program award is a complete sub-set within the next Program award
Tax Invoice	has the meaning given in the GST Legislation
Taxable Supply	has the meaning given in the GST Legislation
Term	the period set out in item 3 of Schedule C
Territory	the countries or regions as specified in item 2 of Schedule C
Territory GST	a tax in the nature of a value added tax, consumption tax or goods and services tax is applicable under the law of the Territory to the provision of the Services as described in item 7 of Schedule C.
Visa	a student visa or any other form of temporary visa which allows the Student to undertake study in Australia.
Visa Target	means the Visa target set out in item 6 of Schedule C.

2. INTERPRETATION

In this Agreement unless the contrary intention appears:

- 2.1. headings are for ease of reference only and do not affect the meaning of this Agreement;
- 2.2. the singular includes the plural and vice versa and words importing a gender include other genders;
- 2.3. other grammatical forms of defined words or expressions have corresponding meanings;
- 2.4. 'including' and similar expressions are not words of limitation;
- 2.5. money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar', '\$AUD' or '\$' is a reference to Australian currency;
- 2.6. a reference to legislation is a reference to that legislation as amended or replaced from time to time; and
- 2.7. if there is any inconsistency between clauses 1 to 17 of this Agreement ("**Clause**") and a schedule, the Clause of this Agreement will prevail to the extent of the inconsistency.

SCHEDULE B – AGENT PERFORMANCE REVIEW

1. PERFORMANCE REVIEWS

- 1.1. The University may elect to conduct a Performance Review either at University premises or at the premises of the Agent.
- 1.2. In carrying out a Performance Review, the University may consider and review:
 - 1.2.1. the Agent's compliance with requirements and obligations under this Agreement;
 - 1.2.2. the Agent's operational practices and procedures as they relate to this Agreement;
 - 1.2.3. the Agent's understanding of issues such as GTE, Visa processing, validity and verification of documentation;
 - 1.2.4. the Agent's recruitment and verification processes to determine whether they are appropriate for recruiting quality Students;
 - 1.2.5. the integrity of the Agent's student cases, particularly the genuineness of claims and documents, and the methods the Agent has adopted to ensure the integrity of the admission process;
 - 1.2.6. the quality and accuracy of information and advice provided by the Agent to Students;
 - 1.2.7. any feedback from Recruited Students;
 - 1.2.8. compliance with previous Performance Reviews and any recommendation made as a result;
 - 1.2.9. results of the Continuous Review;
 - 1.2.10. the Outcome Data;
 - 1.2.11. information provided by Home Affairs regarding refusal rates and integrity concerns relating to Visa applications lodged by the Agent;
 - 1.2.12. student Visa applications for Recruited Students, particularly the genuineness of claims and documents, and the methods the Agent adopted to ensure Students are GTE;
 - 1.2.13. the number of Recruited Students who while enrolled at the University:
 - 1.2.13.1. lodge an application with Home Affairs for residency (excluding skilled Visas);
 - 1.2.13.2. become unlawful citizens;
 - 1.2.13.3. do not commence their Program;
 - 1.2.13.4. transfer to an alternative education provider within the first 6

months of Study at the University; or

1.2.13.5. have their Visa cancelled by Home Affairs;

1.2.14. the number of Recruited Students and the conversion rate of Students successfully enrolled at the University and reasons why applications did not result in enrolments at the University;

1.2.15. whether the Agent has achieved the Visa Target set out in Schedule C and the Agent's previous record of meeting the Visa Target;

1.2.16. any materials or documentation used by or provided to the Agent in order to satisfy the Agent's obligations under this Agreement including but not limited to application forms, supporting documentation, counselling notes and GTE assessments; and

1.2.17. the Records and any other matters determined by the University to be relevant.

1.3. The Agent shall:

1.3.1. answer any questions promptly;

1.3.2. provide any requested documents promptly;

1.3.3. comply with all reasonable requests by the University for the purpose of undertaking the Performance Review;

1.3.4. grant the University access to its premises if required upon reasonable notice of no less than 14 days in order that the University can inspect, photograph and copy documentation and Records of, or used by, the Agent;

1.3.5. make available the Agent's staff to be interviewed by the University whether in person or by telephone;

1.3.6. allow the University to inspect and audit any of the Agent's Records relating to Recruited Students and other Records; and

1.3.7. allow the University to interview any Students or prospective Students who are currently in the process of being recruited on behalf of the University.

1.4. Failure to comply with any Performance Review request may result in the termination of this Agreement pursuant to clause 7.



2. PERFORMANCE REVIEW RESULTS

- 2.1. Once the Performance Review has been completed, the University will send a report to the Agent which will identify any breaches of the Agreement or any issues or areas of concern that the University may have in relation to the Agent's performance under this Agreement ("**Issues**") and will indicate whether the University requires the Agent to take remedial action to address the Issues.
- 2.2. The Agent is required to take any remedial action to resolve the Issues specified by the University and confirm the action taken by notice to the University within 14 days of the date of the report provided under item 2.1.
- 2.3. The University may at its discretion carry out a further Performance Review at any time to ensure that the Issues have been resolved to the satisfaction of the University. In the event that the Issues have not been resolved to the University's satisfaction, the University shall be entitled to terminate the Agreement in accordance with clause 7.



SCHEDULE C

ITEM 1	<u>Agent:</u>	GradMasters Chitkara University, SCO 160-161, Sector 9-C Madhya Marg Chandigarh, Union Territory INDIA 160009 Attention: Sanjeev Sahni sanjeev.sahni@chitkara.edu.in
ITEM 2.	<u>Territory:</u>	India
ITEM 3.	<u>Term:</u>	Agreement Commencement: 01/08/2021 Agreement Expiry: 31/12/2022
ITEM 4.	<u>Commission Percentage:</u>	15%
ITEM 5.	<u>Fixed Commission:</u>	AUD\$750 per Student
ITEM 6.	<u>Targets:</u>	Recruitment Target: 10 Students successfully enrolled at the University in each calendar year. Visa Target: Student Visa application approval rate of 90% or more in each six monthly period nominated by the University
ITEM 7.	<u>Territory GST</u>	18% on the value of Commission payable to the Agent under clause 8.1 provided that: <ul style="list-style-type: none">• each invoice must clearly indicate the Territory GST as a separate component;• each invoice must be a Territory GST compliant invoice, separately specifying the Agent's Permanent Account Number (PAN) and Goods & Services Tax Identification Number (GSTIN);• the Territory GST will only be paid if the Agent has a registered office in India and the Territory includes India;• the Territory GST will only be paid to a registered Indian bank account.

ANNEXURE A:

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.

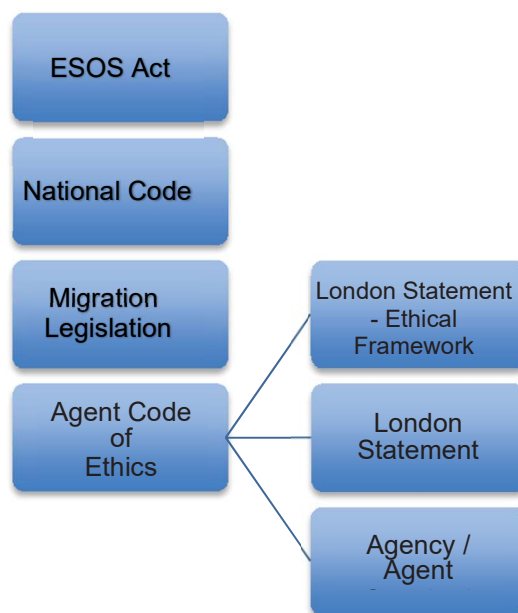
Purpose

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.



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 practise 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.• 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.

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