



Agency Agreement



DETAILS	
USQ / University	University of Southern Queensland ABN 40 234 732 081, a body corporate established pursuant to the provisions of the <i>University of Southern Queensland Act 1998</i> (Qld) of West Street, Toowoomba, Queensland, Australia, 4350
USQ Contact	Director International MABD Phone: + 61 7 4631 5543 Email: io.marketing@usq.edu.au
Agent (Business name)	Chitkara University (Business Name GradMasters) of SCO 160-161, Sector 9-C, Chandigarh, Union Territory, 160009, India
Agent Contact	Name: Mr. Sanjeev Sahni Email: sanjeev.sahni@chitkara.edu.in Phone: +919041914000
Commencement Date	The date this agreement is signed by the second of the Parties.
SIGNATURES	
Signed for and on behalf of USQ by: Signature: <u></u> Name: <u>GRAHAM WILSBY</u> Date: <u>8/2/2022</u>	Signed for and on behalf of Agent by: Signature: <u></u> Name: <u>SANJEEV SAHNI</u> Date: <u>6th JANUARY 2022</u>
<p>If there is any conflict between the terms of this contract, the order of precedence is:</p> <ol style="list-style-type: none"> 1. Special Terms (if any) 2. The standard terms below 3. Any attachments, schedules or annexures <p>Special Terms (if any): For purposes of this Agreement, <div style="text-align: center;">The Commencement date is 04-03-2022</div> </p>	

BACKGROUND

- A. The University wishes to attract full time students from outside Australia to study at a University Teaching Location.
- B. Australian law under the ESOS Act and the National Code requires providers of education and training programs to overseas students to be registered and sets out other requirements with which the University and its agents have to comply.
- C. The University is registered on CRICOS QLD00244B as part of the ESOS requirements.
- D. The Agent provides services of finding suitable Prospective Students from within the Territory for admission, enrolment and study at a University Teaching Location.
- E. The University wishes to engage the Agent as its representative in the Territory to find such students for study at a University Teaching Location.
- F. The Agent has been made aware of the requirements of the ESOS Act and the National Code by the University and has agreed to comply with those requirements.
- G. The University is committed to only engaging and working with agents who help enhance the University's international reputation as well as that of the Australian higher education sector generally, have an appropriate knowledge and understanding of the Australian higher education sector, provide international students with accurate information about study in Australia and at the University and act honestly in their dealings with students. The University will not continue working with an agent if the University considers at its sole discretion that to do so would be contrary to that commitment. The terms of this Agreement, including the University's right to terminate the Agreement, are to be read and construed against that background.

AGREEMENT

1 DEFINITIONS

1.1 In this Agreement:

Commencement Date means the date the last of the parties signs this Agreement;

Commission means payment made by the University to the Agent for successful recruitment of students who enrol in Programs calculated in accordance with Item 1 of Schedule 1;

Confirmation of Enrolment means a document, provided electronically, which is issued by a Registered Provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the Registered Provider;

Course means a unit of study in a Program;

Course Fee means the tuition and other fees for Courses set by the University as published annually in the University's International Schedule of Programs and Fees;

CRICOS means the *Commonwealth Registers of Institutions and Courses for Overseas Students* prescribed under section 14A of the ESOS Act;

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth) including its regulations and any other documents made by legislative instrument, as amended from time to time;

Full time study means the amount of study for a particular Program which is approved by the appropriate accrediting body for the Program, or in cases where the accrediting body gives no such approval, means the amount of full-time study per week determined by the relevant authority;

Marketing Material means any material, both print and electronic, that a Prospective Student may have access to prior to enrolment. This includes print and electronic

advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage;

Mark means logos, trade marks, designs, and crests that belong to or carry the name of the University;

National Code means the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* (Cth), established pursuant to Part 4 of the ESOS Act, as amended from time to time, or if it is repealed, any new code made under Part 4 of the ESOS Act, pertinent details of which are noted in Schedule 2 of this Agreement;

PRISMS means the *Providers Registrations and International Students Management System* (the Australian Government's electronic system that holds CRICOS and the electronic confirmation of enrolment);

Programs means the full time registered programs offered by the University and registered on CRICOS;

Prospective Student means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming, a student or an 'overseas student' or 'intending overseas student' as defined by the ESOS Act.

Where the prospective student is under 18 years of age and the prospective student is required to exercise rights or enter obligations as a legal person, this term may refer to the prospective student's parent or legal guardian;

Registered Provider means an approved education provider that is entered on CRICOS;

Services means the services described in clause 3 and clause 4 of this Agreement;

Student means a person (whether within or outside Australia) who holds a student visa and is an 'overseas student' as defined by the ESOS Act;

Where the student is under 18 years of age and the student is required to exercise rights

or enter into obligations as a legal person, this term may refer to the student's parent or legal guardian;

Territory means the countries or regions specified in Item 2 of Schedule 1;

University means the University of Southern Queensland ABN 40 234 732 081, a body corporate established pursuant to the provisions of the *University of Southern Queensland Act 1998* (Qld);

University Award means the qualification conferred upon a Student following the successful completion of a Program;

University Imagery means trademarks, logos, images, patents, copyrights, photographs, videos and designs associated with the University;

University Logo means the registered image trade marks of the University from time to time;

University Teaching Location means a location in Australia where a Student recruited by the Agent may undertake a Program and includes the University's Australian campuses and approved education partners as set out in Item 3 of Schedule 1.

1.2 In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and similar expressions are not words of limitation; and
- (e) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar' 'AUD' or '\$' is a reference to Australian currency.

2 ENGAGEMENT OF THE AGENT

2.1 The University engages the Agent from the Commencement Date to be its representative to perform the Services in the Territory for that period of time set out in Item 4 of Schedule 1.

2.2 This is a non-exclusive agreement and the University may appoint other agents in the Territory if it so chooses.

3 MAIN RESPONSIBILITIES OF THE AGENT

3.1 Under this Agreement, the Agent must:

- (a) promote the Programs in the Territory;
- (b) find suitable Prospective Students to undertake Programs;
- (c) in accordance with University policies, procedures and requirements (<http://policy.usq.edu.au/default.php>), recruit and assist in the recruitment of students, including but not limited to the University's admission policy <http://policy.usq.edu.au/documents.php?id=1325PL> ;
- (d) assist Prospective Students to become enrolled Students and for that purpose provide all necessary information required under the ESOS Act and National Code, including information about Programs, facilities and services of the University;
- (e) assist Prospective Students in completing forms or applications and submitting these to the University;
- (f) provide the University with current agency details as listed in Schedule 1, Item 5 of this Agreement for publishing on the University website. The Agent must immediately notify the University of any change to any of the agency details listed in Schedule 1, Item 5 of this Agreement; and
- (g) perform other services and provide reports or information requested by the University or required by this Agreement.

4 DETAILED OBLIGATIONS OF THE AGENT

4.1 In performing the Services, the Agent must:

- (a) promote the Programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner;
- (b) inform Prospective Students accurately about the requirements of Programs, including English language proficiency requirements. This must be done by reference to the material provided by the University or information on its website;
- (c) assist to uphold the high reputation of the University and of the Australian international education sector;
- (d) inform Prospective Students that they are required to pay Course Fees directly to the University;
- (e) advise each Prospective Student that an international home address must be provided to the University;
- (f) if a Prospective Student's visa application is refused, advise that Student that the University must refund the Student's fees and obtain an address (not the Agent's address) of that Student and forward this address to the University;
- (g) take reasonable steps to confirm the accuracy of information provided by Prospective Students in the application;
- (h) check each Prospective Student application is complete in line with guidelines provided and make sure that all necessary evidence and documents accompany a Prospective Student's application or acceptance of offer;
- (i) check all documentation carefully and advise the University immediately if they suspect or detect any fraudulent documentation submitted with any Prospective Student application;
- (j) provide any documents including offer documents received from the University to the Prospective Student within two (2) business days of receiving the documents;

- (k) provide the University with market intelligence about the recruitment of students in the Territory;
 - (l) only undertake promotional and marketing activities that are connected to or make reference to the University that are expressly authorised by the University;
 - (m) at all times comply with the requirements of the ESOS Act and National Code and ensure that it does not cause the University to be in breach of those requirements;
 - (n) ensure that all staff of the Agent are aware of and maintain knowledge of the ESOS Act, the National Code requirements and the Australian higher education sector;
 - (o) refrain from seeking to recruit Prospective Students whom the Agent has reason to believe lack integrity. This includes, but is not limited to, Students that the Agent has reason to believe do not intend to complete studies in a Program; and
 - (p) obtain the University's written permission before engaging in any specific University marketing activity such as exhibitions and interview programs.
- 4.2 The Agent must give to Prospective Students, before they complete an application, information provided to the Agent by the University about:
- (a) the University and its facilities, equipment and learning resources;
 - (b) the Programs and in particular to each Prospective Student, details of the Program that the Prospective Student is applying for;
 - (c) the Course Fee and refund conditions;
 - (d) living in Australia and the local environment of the relevant campus, information about University Teaching Locations and approximate costs of living including information on the likely amount of funds required to meet the cost of living; and
- (e) the minimum level of English language ability, educational qualifications and work experience required for acceptance into a Program.
- 4.3 The Agent must tell Prospective Students that:
- (a) students who come to Australia on a student visa must have a primary purpose of studying and must study on a full time study basis; and
 - (b) any school age dependents who accompany them to Australia are required to pay full fees if they enrol in either government or non-government schools.
- 4.4 In accordance with the requirements of the ESOS Act and the National Code, the Agent must not:
- (a) engage or have previously engaged in any dishonest practices, including suggesting to Prospective Students that they can come to Australia on a student visa with a primary purpose other than full time study;
 - (b) recruit or attempt to recruit a student currently studying with another Registered Provider;
 - (c) use PRISMS to create a Confirmation of Enrolment for other than bona fide students; and
 - (d) provide Students with 'immigration advice' as defined in the *Migration Act 1958 (Cth)*, unless they are separately registered to do so under that Act;
- 4.5 In addition to clause 4.4, the Agent is not permitted to:
- (a) facilitate applications for students who do not comply with visa requirements or whom the Agent reasonably believes will not comply with visa requirements;
 - (b) make any representations or offer any guarantees to students about whether they will be granted a student visa;

- (c) engage in false or misleading advertising or recruitment practices;
- (d) make any false or misleading comparisons with any other education provider or their programs;
- (e) make any inaccurate claims of association of the University with any other education provider;
- (f) give inaccurate information to a Prospective Student about acceptance into the Program for which they applied or into any other Program;
- (g) undertake any advertising or promotional activity about the Programs or the University without the prior written consent of the University. Advertising or promotional activities will be at the Agent's expense unless otherwise agreed in writing by the University in advance;
- (h) receive or bank any fees and charges payable to the University by a Prospective Student or deduct any amount from such fees and charges;
- (i) give inaccurate information to a Prospective Student about the fees and charges payable to the University;
- (j) charge any fee to a Prospective Student for their application or acceptance of an offer;
- (k) commit the University to accept any Prospective Student into a Program;
- (l) use or access PRISMS, without the approval of the University;
- (m) use any registered or unregistered Mark of the University without the prior written consent of the University. In seeking such consent, the Agent must use the process set out in Schedule 3; or
- (n) publish any material to promote its Services without the prior written consent of the University. This includes any material using any of the following:

- (i) the name of the University;
- (ii) the University Logo;
- (iii) University Awards; and
- (iv) University Imagery.

In seeking such consent, the Agent must use the process set out in Schedule 3 of this Agreement.

5 RESPONSIBILITIES OF THE UNIVERSITY

5.1 The University must:

- (a) provide the Agent with Marketing Material (updated regularly) which explains application procedures, admission requirements, program details and other non-academic information about the University;
- (b) give the Agent sufficient information to enable the Agent to conduct the Services, including information regarding the requirements of the ESOS Act and the National Code;
- (c) duly process all completed applications received;
- (d) respond quickly to all applications submitted to the University; and
- (e) pay any fees within the associated time frame.

5.2 The University may, in its absolute discretion, establish the fees, charges, terms and conditions relating to its Programs and Courses.

5.3 The University is not required to accept any Prospective Students referred by the Agent into any of its Programs or Courses.

6 MONITORING OF THE AGENT'S ACTIVITIES

6.1 The University will monitor the Agent's activities by auditing the Agent's practices and performance at least once per year.

6.2 Such monitoring may include, but is not restricted to, visits to the Agent's (branch) office/s, student evaluations, effectiveness (based on numbers of applications, offers and acceptances), visa integrity (refusal rates and cancellation rates) and student retention (e.g.

changing Programs, changing providers after six months, academic performance and requests for early release/transfer).

- 6.3 The Agent will comply with any request for access to and/or copies of documents and information to permit the University to carry out monitoring / auditing in accordance with this clause and its obligations under the ESOS Act and the National Code.

- 6.4 The University reserves the right to undertake a review of the Agent's performance under this Agreement at any time.

7 **CORRECTIVE ACTION**

- 7.1 Where a performance review highlights areas where corrective action is warranted, including but not limited to conduct by the Agent that the University considers unprofessional, the University may choose from a number of options including, but not limited to:

- (a) a first letter of warning outlining the areas of concern and seeking a formal written response and proposed remedial action;
- (b) a second letter of warning outlining continued areas of concern, asking for specific plan of action to remediate, and highlighting the possibility of termination for a further unsatisfactory performance review; and
- (c) termination under clause 10.4 of this Agreement.

8 **CONFIDENTIALITY**

- 8.1 The Agent must keep confidential:

- (a) all information provided by the University, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- (b) the terms of this Agreement.

9 **AGENT'S COMMISSION**

- 9.1 Subject to the other provisions of this clause 9, the University must pay the Agent the Commission for each Student who:

- (a) is recruited by the Agent;
- (b) is enrolled in a Program; and

- (c) has paid the respective Course Fee to the University.

- 9.2 An Agent will not be regarded as having recruited a Student under this Agreement unless:

- (a) the Agent submits the Student's full application for enrolment and that application also bears the Agent's name. Where a Student's application has previously been submitted through another Agent, the new application will only be receipted when accompanied by a signed letter from the Student indicating a change of agent; and
- (b) the Agent submits an acceptance by the Student of any letter of offer from the University of a place in a Program.

- 9.3 No Commission will be payable by the University to the Agent where the Student is recruited through the University's own actions.

- 9.4 No Commission will be payable for single Course enrolments. Students must be enrolled in a full award Program in order for the commission to apply.

- 9.5 If a Student elects to change Programs before eight Courses are completed, then Commission will continue to be payable up to a combined maximum of eight (8) Courses for all Programs undertaken by the Student. Commission will not however continue to be payable to the Agent where the change of program is academic progression by a student to a higher level program e.g. completion of an undergraduate program and enrolment in a postgraduate program.

- 9.6 No Commission is payable by the University in relation to a recruited Student unless:

- (a) the Student's paper application has the Agent's stamp placed on it prior to submission to the University for assessment; or
- (b) the Student's online application submitted via ICON, confirms the Agent's identity.

- 9.7 Where the Student has been assisted by the Agent but the application cannot be stamped, the Agent must ensure that the Student

- notifies Admissions, USQ International in writing that they have received assistance through the Agent.
- 9.8 No Commission is payable by the University in relation to a recruited Student unless the Agent has submitted an invoice in relation to the Student which:
- (a) is tax compliant in accordance with any applicable requirements of Australian law;
 - (b) contains the University Student Number, family name and given names of the Student;
 - (c) is presented on the Agent's letterhead, which shows current address, telephone and email details of the Agent;
 - (d) has an invoice number or reference;
 - (e) contains such other information as the University may require as notified to the Agent; and
 - (f) has been submitted in accordance with the general requirements set out in Item 1 of Schedule 1.
- 9.9 Where more than one Agent seeks Commission for an individual Student enrolment.
- (a) if more than one Agent submits an official invoice to the University in respect of any one Student enrolling in an individual Program, the University will only be required to pay one Agent the Commission.
 - (b) if the Student's Program on the application forms submitted by both Agents is the same, the Agent entitled to the Commission will be the Agent whom the Student confirms to be their representative.
 - (c) if the Student's Program on the application forms submitted by each Agent is different, the Agent entitled to the Commission will be the Agent who recruited the Student into the Program in which the Student is enrolled.
- 9.10 The University must pay the Commission payable under this clause 9 to the address set out in the 'Details' section of this Agreement.
- 9.11 The University reserves the right to obtain additional information and evidence in relation to the entitlement to the Commission payment. The University's decision on the entitlement to Commission will be final.
- 10 TERMINATING THIS AGREEMENT**
- 10.1 Either party may terminate the Agreement at any time by giving the other party three (3) months' prior written notice.
- 10.2 If the University reasonably considers that the Agent has breached any provision of this Agreement, or engaged in conduct which it reasonably considers unprofessional and/or could bring the University into disrepute, the University may terminate the Agreement at any time and with immediate effect by giving notice to the Agent.
- 10.3 Without limiting the University's other rights of termination in this clause, if the University reasonably considers that the Agent, or an employee or sub-contractor of the Agent, has breached clause 4.4, the University is obliged to terminate the Agreement with immediate effect by giving notice to the Agent, except where:
- (a) the breach of clause 4.4 was on the part of an individual employee or sub-contractor of the Agent; and
 - (b) the Agent has terminated that relationship,
- in which case the University nevertheless reserves the right to terminate the Agreement in its absolute discretion with immediate effect by giving notice to the Agent.
- 10.4 Without limiting the University's other rights of termination in this clause, if the Agent fails to refer any Prospective Students to the University during any calendar year, or fails to take effective and satisfactory remedial action as per clause 7.1(a) and 7.1(b) of the Agreement, the University may terminate the Agreement by giving the Agent sixty (60) days written notice.
- 10.5 When this Agreement terminates, the Agent must:

- (a) submit all applications from Prospective Students received up to the date of termination; and
 - (b) immediately cease to use any advertising, promotional or other Marketing Material supplied by the University and return all such material to the University by registered mail or a reputable international courier within thirty (30) days.
- 10.6 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.
- 11 ASSIGNMENT AND SUBCONTRACTING**
- 11.1 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).
- 11.2 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 may be withheld in its absolute discretion).
- 11.3 Notwithstanding any subcontract, the Agent remains fully responsible for performing its obligations under this Agreement.
- 12 NOTICES**
- 12.1 A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail to the party at the address specified in the 'Details' section of this Agreement or such revised address notified in accordance with clause 12.2.
- 12.2 A party which changes its address, number or electronic mail address must give notice of that change to the other party.
- 12.3 The University must be immediately notified of any change to any business trading name or Legal Entity name of the Agent.
- 13 THIS DOCUMENT IS THE ENTIRE AGREEMENT**
- 13.1 This Agreement, its schedules and annexures (if any):
- (a) constitute the complete and full agreement between the parties as to their subject matter; and
 - (b) replace and supersede any prior arrangement or agreement between the parties and for the avoidance of doubt commission rates applicable under any prior agreement shall no longer be applied.
- 14 VARIATION**
- 14.1 This Agreement may only be altered in writing, signed by both parties.
- 15 GOVERNING LAW**
- 15.1 This Agreement is governed by and construed in accordance with the law in force in the State of Queensland, Australia.
- 15.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia and the Federal Court of Australia.

Schedule 1

Item 1: Agent's Commission

The University will pay Commission to the Agent on the following conditions:

The University will run a commission entitlement report for each student referred by a specified contracted agent. This report will extract information from the University Student Database on the actual enrolments and tuition fees paid in order to calculate the payable commission.

The commission entitlement report will be emailed to the agent's nominated finance officer for verification. Once the agent notifies the University that it agrees with the commission entitlement report, the agent should then supply a formal invoice which the University will pay.

Commission
ELICOS 20% of tuition fee payable for each semester in which the Student is enrolled up to a maximum of 40 weeks of study.
English for Academic Purposes (EAP) 15% of tuition fee payable for each study period in which the Student is enrolled up to a maximum of 20 weeks of study.
FOUNDATION 15% of tuition fee payable for the full Program in which the Student is enrolled up to a maximum of 2 semesters of study.
Undergraduate and Postgraduate Programs. 15% of Course fees for Courses in which the student is enrolled (up to a max of 8 courses). Fees are outlined in the University's International Schedule of Programs and Fees.
PhD Programs 15% of Course fees for Courses in which the student is enrolled for the first year of the PhD Program. Fees are outlined in the University's International Schedule of Programs and Fees.
Distance Education (online) 15% The University will pay commission at the same percentage rates as for on-campus study up to a maximum of 8 courses per Student per Program.

Item 2: Territory

Country	Region / Province
Republic of India	

Item 3: University Teaching Locations

Teaching Location	Address
Toowoomba	487/521-535 West Street, Toowoomba, Queensland, Australia, 4350
Springfield	Cnr Education City Drive and Sinnathamby Boulevard, Springfield Central, Queensland, Australia, 4300
Ipswich	11 Salisbury Road, Ipswich, Queensland, Australia, 4305

Item 4: Term of the Agreement

Term	1 year
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Item 5: Agency Details

Agency name	Chitkara University
Name of agent principal	Mr. Sanjeev Sahni
Legal entity (Business name)	GradMasters
Street address(es)	SCO 160-161, Sector 9-C, Chandigarh, Union Territory, 160009, India

Schedule 2

Some pertinent extracts from the National Code are provided below. The National Code may be amended and/or replaced from time to time. These extracts are simply provided to give the Agent a summary of some pertinent parts of the National Code at a point in time. It is the responsibility of the Agent to ensure that it is aware of the requirements of the ESOS Act and the National Code and to ensure that it does not contravene (or cause the University to contravene) those requirements.

Standard 4 - Education agents

Outcome of Standard 4

Registered providers take all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.

- 4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code. The agreement must also include:
 - a. processes for monitoring the activities of the education agent, including where corrective action may be required, and
 - b. termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.
- 4.2 The registered provider must ensure that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 (Marketing information and practices).
- 4.3 The registered provider must not accept students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:
 - a. engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers).
 - b. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
 - c. using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student, or
 - d. providing immigration advice where not authorised under the Migration Act 1958 to do so.
- 4.4 Where the registered provider has entered into an agreement with an education agent and subsequently becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct set out in Standard 4.3, the registered provider must terminate the agreement with the education agent. This paragraph does not apply where an individual employee or sub-contractor of the education agent was responsible for the conduct set out in Standard 4.3 and the education agent has terminated the relationship with that individual employee or subcontractor.
- 4.5 The registered provider must take immediate corrective and preventative action upon the registered provider becoming aware of an education agent being negligent, careless or

incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.

Standard 7 of the National Code Provides:

Outcome of Standard 7

Registered providers assess requests from students for a transfer between registered providers prior to the student completing six months of the principal course of study in accordance with their documented procedures.

- 1 The receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study except where;
 - a. the original registered provider has ceased to be registered or the course in which the student is enrolled has ceased to be registered
 - b. the original registered provider has provided a written letter of release
 - c. the original registered provider has had a sanction imposed on its registration by the Australian Government or state or territory government that prevents the student from continuing his or her principal course, or
 - d. any government sponsor of the student considers the change to be in the student's best interest and has provided written support for that change.
- 2 The registered provider must have and implement its documented student transfer request assessment policy and procedure, which is available to staff and students. The policy must specify:
 - a. the circumstances in which a transfer will be granted
 - b. the circumstances the registered provider considers as providing reasonable grounds for refusing the student's request, including when a transfer can be considered detrimental to the student, and
 - c. a reasonable timeframe for assessing and replying to the student's transfer request having regard to the restricted period.
3. The registered provider must grant a letter of release only where the student has;
 - a. provided a letter from another registered provider confirming that a valid enrolment offer has been made, and
 - b. where the student is under 18:
 - i. the registered provider lifts written confirmation that the student's parent or legal guardian supports the transfer, and
 - ii. where the student is not being cared for in Australia by a parent or suitable nominated relative, the valid enrolment offer also confirms that the registered provider will accept that responsibility for approving the student's accommodation, support and general welfare arrangements as per Standard 5 (Younger students).
4. A letter of release, if granted, must be issued at no cost to the student and must advise the student of the need to contact DIAC to seek advice on whether a new student visa is required.
5. Where the registered provider does not grant a letter of release, the student must be provided with written reasons for refusing the request and must be informed of his or her right to appeal the registered provider's decision in accordance with Standard 8 (Complaints and appeals).
6. The registered provider must maintain records of all requests from students for a letter of release and the assessment of, and decision regarding, the request on the student's file.

Schedule 3

Business Cards

For the avoidance of doubt, personal business cards for the Agent depicting any imagery of the University are not permitted.

Approval Process

A University Marketing Material request can be made to the following email address:

io.marketing@usq.edu.au

Draft Marketing Material adhering to ESOS guidelines and USQ Corporate Style guidelines should be emailed to io.marketing@usq.edu.au

The University will make amendments if deemed necessary and/or provide the Agent with written approval to proceed.

A final copy of all published materials should be emailed to io.marketing@usq.edu.au or sent to the University at the address specified in the 'Details' section of this Agreement.