

# Education Agent Agreement

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Between

The AIE Institute Limited and

**[insert agent's name]**

This Agreement ('the Agreement') is made on the last date signed by and between **AIE Institute Limited (AIE Institute)**, having its principal place of business at E-Block, Canberra Technology Park, 49 Phillip Avenue, Watson ACT 2602 ('the Registered Provider'), and the **[insert agent's name] (xxx)**, whose principal address is **[insert address]**, ('the Agent').

## 1 Scope

AIE Institute is responsible at all times for compliance with the *National Code of Practice for Providers of Education and Training to Overseas Students (National Code 2018)* and the *Education Services for Overseas Students Act 2000 (ESOS Act)*. The *ESOS Act* and the *National Code 2018* requires registered training providers to provide tuition assurance for overseas students for courses for which they have paid, and refunds where applicable. Registered Providers have certain obligations in situations where there is a default in relation to an overseas student or intending overseas student. Registered providers also have obligations to report defaults.

AIE Institute uses education agents to assist with recruiting students to enrol in its higher education courses. To comply with the *National Code 2018*, Standard 4, AIE Institute must enter into an agreement with an education agent. The *ESOS Act* governs the delivery of education to international students on a student visa in Australia.

This Agreement sets out the responsibilities of the Agent as the authorised representative of AIE Institute in recruiting international students to study its courses in Australia.

The Agent may not expand the countries or territories listed in this Agreement without the prior written consent of the Registered Provider.

### 1.1 Legislation and Standards

The following legislation for higher education providers and their agents is relevant to this Agreement:

- a. *Education Services for Overseas Students Act 2000 (ESOS Act)* – the overarching legislation for overseas students studying in Australia
- b. *National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)*
- c. *Higher Education Standards Framework (Threshold Standards) 2021* – the standards for registered higher education providers and their accredited courses
- d. Education Services for Overseas Students (Notifying provider default—requirements for a notice) Determination 2012 (No. 1)
- e. Education Services for Overseas Students (Provider default—discharge of obligations—requirements for a notice) Determination 2012 (No. 1)
- f. Education Services for Overseas Students (Calculation of Refund) Specification 2014.

## 2 Responsibilities of the Agent

The Agent is responsible for promoting and recruiting prospective students into the Registered Provider's higher education courses. As part of its role, the Agent must:

- a. Promote the Registered Provider and its higher education courses in the agreed jurisdictions listed in Schedule 1, and only use promotional material approved by the Registered Provider
- b. Recruit prospective students for the Registered Provider's higher education courses in accordance with this Agreement and the Registered Provider's *Education Agent Management Policy and Procedure* and any other relevant policies of the Registered Provider
- c. Provide prospective students with accurate information to assist with their study in Australia, including information about the courses, facilities and studying in Australia; it must include information about:
  - I. The Registered Provider and its facilities, learning resources and equipment
  - II. The course content, duration, mode of study, qualification and any other relevant course information, including any work-integrated learning requirements
  - III. Entry and admission requirements, including the minimum level of English ability
  - IV. Tuition fees and refunds
  - V. Living in Australia, accommodation and living costs
- d. Assist prospective students in completing and submitting application forms to study with the Registered Provider
- e. Take reasonable steps to confirm the accuracy of information provided by prospective students
- f. Ensure that forms contain all the necessary information and have been signed
- g. Arrange English language testing of prospective students in accordance with relevant Australian migration regulations and Australian legislation and regulations for offering higher education courses
- h. Assist prospective students with their visa applications, but not provide migration advice unless authorised to do so under the *Migration Act 1958*. Students must be advised that:
  - I. Studying must be the primary purpose for requesting a student visa
  - II. They are expected to complete the course within the standard course duration period stated in course material
  - III. School age dependents must pay any relevant fees, whether enrolling in government or non-government schools
- i. Provide market intelligence on trends and demand to inform recruitment strategies.
- j. Recruit only genuine students by undertaking visa risk integrity checks.
- k. Be familiar with, demonstrate understanding of, and at all times comply with the requirements of the *ESOS Act* and the *National Code 2018*
- l. Ensure all staff of the Agent have appropriate knowledge and understanding of and comply with:
  - I. The international education system in Australia, and the Australian International Education and Training Code of Ethics
  - II. The requirements of the *ESOS Act*, and the *National Code 2018*
- m. Comply with any other legislation requirements relating to overseas students studying in Australia.

## 2.1 Agent's Behaviour

The Agent is expected to behave in a professional manner in accordance with this Agreement, the *National Standards 2018* and the Registered Provider's *Education Agent Management Policy and Procedure*. In summary, the Agent must:

- a. Act in accordance with the *National Code 2018*, Standard 4.3 which states that:

*A registered provider must require its education agent to:*

- 4.3.1 *declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider*
  - 4.3.2 *observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students*
  - 4.3.3 *act honestly and in good faith, and in the best interests of the student*
  - 4.3.4 *have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.*
- b. Act ethically, honestly and in the best interests of overseas students
- c. Promote the Registered Provider's courses to prospective students in an accurate manner
- d. Behave professionally to uphold the reputation of the Registered Provider and the Australian higher education sector
- e. Not undertake any false or misleading advertising or provide false or misleading information to prospective students
- f. Comply with confidentiality requirements as outlined in Clause 4.3
- g. Undertake corrective action (Clause 3.4) as directed by the Registered Provider, and supply evidence of the completion of the corrective action should the agent be found to not comply with their obligations of this agreement.

## 3 Responsibilities of the Registered Provider

The Registered Provider must:

- a. Be responsible at all times for compliance with the *ESOS Act* and *National Code 2018*
- b. Provide sufficient information to the Agent to enable the Agent to undertake the services outlined in this Agreement, including promotional material
- c. Provide training for the Agent
- d. Assess completed applications from prospective students in a reasonable timeframe
- e. Communicate with the Agent and manage the relationship with the Agent, including monitoring the Agent's performance and seeking feedback from a variety of sources such as from student surveys and data reports
- f. Manage unsatisfactory performance based on the terms in this Agreement
- g. Maintain all records relating to Agents
- h. Take corrective action or terminate this Agreement if the Registered Provider finds that the Agent has engaged in practices or behaviour that does not meet the requirements of the *National Code 2018* or breaches this Agreement
- i. Report the agent to the Commonwealth and relevant State or Territory agencies should the Registered Provider become aware that the agent is engaging in false or misleading recruitment practices
- j. Comply with confidentiality requirements as outlined in Clause 4.3
- k. Manage and process Agent remuneration as per the section of this Agreement on Agent Fees.

### 3.1 Agent Fees

An Agent is regarded as having recruited a student under this Agreement if the Agent submits the prospective student's application for enrolment, and the application also bears the Agent's name. If the Agent is considered to have recruited a student, then the Registered Provider must pay fees to the Agent for the services provided for each student if the student successfully:

- a. Enrols in a course offered by the Registered Provider, and pays the relevant course tuition fee to the Registered Provider
- b. Commences the course and has not had the tuition fees refunded.

### 3.2 Renewal of Agreement

The Agent's Agreement will only be renewed if their performance is satisfactory. A performance review of the Agent will be conducted twice annually, and prior to each Agreement renewal.

### 3.3 Monitoring of the Agent's Activities

The Registered Provider will monitor and evaluate the activities of the Representative, including by:

- a. Conducting student surveys about their experience with the Agent
- b. Conducting bi annual Agent performance appraisals
- c. Conducting individual meetings with the Representative as required
- d. Conducting at least one meeting with the Representative each term to discuss the results, progress and attendance of students referred by the Agent
- e. Reviewing all data and information collected from and about the Representative on an annual basis
- f. Reporting to the Registered Provider's Board and CEO biannually on the Agent's performance

The Registered Provider can undertake a review of the Agent's performance under this Agreement at any time.

### 3.4 Corrective Action

Where the Registered Provider becomes aware, or has reason to believe through its monitoring and evaluation of the Agent's activities, that the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under Standard 4 of the *National Code 2018* or the responsibilities outlined in this Agreement, and that corrective action may be required, the Registered Provider may choose from a number of options, including, but not limited to:

- a. Verbal counselling of the Representative
- b. Further training in Admissions requirements and National Code obligations
- c. A written warning
- d. Termination under Clause 4 of this Agreement.

## 4 General Terms and Conditions

The Agreement will officially commence on the date that this Agreement is signed by both Parties.

- a. This Agreement shall remain in effect for 18 months and may be continued at the discretion of the Registered Provider for a further 18 months.
- b. The Agent must not subcontract any of its responsibilities under this Agreement to another person without the prior written consent of the Registered Provider.
- c. The Agent remains liable for performing its obligations, for any approved subcontractor.
- d. Neither Party has the authority to enter into agreements on behalf of the other party.

- e. The relationship between the two Parties is non-exclusive.
- f. All written and oral information and materials disclosed or provided between the two Parties under the Agreement is Confidential Information (see Clause 4.3), regardless of whether it was provided before or after the date of the Agreement or how it was provided between the two Parties. Notwithstanding the term of the Agreement, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.
- g. Both Parties agree to only use the Confidential Information solely in relation to the current or contemplated business relationship between the parties and not for any purpose other than as authorised by the Agreement without the prior consent of an authorised representative of the Disclosing Party that has ownership of the Confidential Information.
- h. The Agent will provide services as per Responsibilities outlined in this Agreement and further details provided at Schedule 1.
- i. Travel is not required for this Agreement and therefore travel expenses are not included in this Agreement.
- j. Fees will be paid by the Registered Provider to the Agent in accordance with details in Schedule 1.
- k. The Parties may vary this Agreement as agreed by both parties in writing.
- l. The registered provider will not accept students from an education agent if it knows or reasonably suspects the education agent to be:
  - I. Providing unauthorised migration advice under the *Migration Act*
  - II. Engaged in or previously engaged in dishonest recruitment practices
  - III. Facilitating the enrolment of students who the agent believes will not comply with the conditions of his or her visa
  - IV. using PRISMS to create Confirmation of Enrolments (CoEs) for other than bona fide students.

#### 4.1 Termination of the Agreement

The Agreement will be terminated in accordance with the following:

- a. Termination of the Agreement must be in writing and be made by the authorised signatory; termination for reasons other than non-performance or breach of contract of either Party will be given with 30 days' notice in writing
- b. Immediate termination of this Agreement and the reporting of the Agent to the Commonwealth and relevant State or Territory agencies will occur if the Registered Provider becomes aware, or has reason to believe, that the Agent, or an employee or a subcontractor of the education agent, is engaging in false or misleading recruitment practices; alternatively, the Registered Provider may require the Agent to terminate its relationship with the employee or subcontractor who engaged in those practices
- c. Termination due to a breach of this Agreement or the *National Code 2018* will be effective immediately
- d. On termination of this Agreement, the Agent must:
  - I. Submit all applications and fees from prospective students received up to the termination date
  - II. Immediately cease promoting and advertising the Registered Provider's courses, cease using the Registered Provider's promotional material, and return all promotional material to the Registered Provider by registered mail or reputable international courier.
- e. An Agent must terminate any agreement with a subcontractor (approved or otherwise) if they become aware, or reasonably suspect, that the subcontractor has breached this Agreement or the *National Code 2018*.

## 4.2 Privacy and Use of Agent Information in PRISMS

The Agent agrees that their business information will be:

- a. Recorded in the Provider Registration and International Student Management System (PRISMS)
- b. Accessed by the Commonwealth Department of Education Skills and Employment, the Commonwealth Department of Home Affairs and other Commonwealth agencies that access PRISMS
- c. Used to administer or monitor compliance with the Commonwealth legislation – for example, the *ESOS Act* and *Migration Act 1958*
- d. Disclosed by the Commonwealth Department of Education Skills and Employment to other Commonwealth entities (including, but not limited to ASQA and TEQSA), education institutions and publicly.

The Commonwealth Department of Education Skills and Employment will share individual agents' performance publicly as aggregated data, but will not identify any specific agent-provider relationships. Agent-provider relationships will only be identified when data is shared with education institutions and other Commonwealth entities. The Agent must also agree to personal information the Registered Provider currently holds in PRISMS regarding them and any other personal information the Registered Provider may collect in future being disclosed as described above. The Agent must notify the Registered Provider if the Agent intends to opt out of this initiative. If not, entering this agreement will be taken as agreeing to the Agent's data being used as described above.

## 4.3 Confidentiality

Either Party may disclose ('the Disclosing Party') Confidential Information to the other Party ('the Recipient') in confidence.

For the purposes of the Agreement, Confidential Information means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- a. Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Party, its affiliates, subsidiaries and affiliated companies
- b. Plans for products or services, and customer or supplier lists
- c. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method
- d. Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets
- e. Curriculum design, learning outcomes, quality assurance systems, survey tools, methods and practices
- f. Any other information that should reasonably be recognised as confidential information of the Disclosing Party (Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information).

The Recipient may disclose any of the Confidential Information:

- a. To its employees, agents, representatives and advisors that have a need to know for the purpose set out in the Agreement provided that:
  - I. The Recipient has informed such personnel of the confidential nature of the Confidential Information

- II. Such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Recipient
  - III. The Recipient agrees to take all necessary steps to ensure that the terms of the Agreement are not violated by such personnel
  - IV. The Recipient agrees to be responsible for and indemnify the Disclosing Party for any breaches by its personnel
- b. To a third party where the Disclosing Party has consented in this Agreement or in writing to such disclosure
  - c. To the extent required by law.

#### 4.4 Notices

A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the other Party at the address listed in Schedule 1. A Party should notify the other Party of any change to any of its contact details listed in Schedule 1.

## 5 Definitions

**Agent or Education Agent** is a person or organisation (in or outside Australia) who recruits international students and refers them to education providers. In doing so, the education agent may provide education counselling to international students as well as marketing and promotion services to education providers.

Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).

**Course** is a single course leading to an Australian higher education award.

**Education Agent Agreement** is a legal agreement between a higher education provider and an Education Agent outlining the obligations and responsibilities of all parties to the agreement.

**Genuine Student** is considered a genuine temporary entrant to Australia for the purpose of study as defined by the DHA.

**International student** means a person (whether within or outside Australia) who holds a student visa as defined by the *ESOS Act*, but does not include students of a kind prescribed in the *ESOS Regulations*.

**Jurisdiction** means the countries or regions set out in Schedule 1.

**Marketing** is the promotion of the provider and its courses and facilities to prospective international students and their parents or guardians, agents, international organisations and other interested parties such as alumni.

**Overseas Student:** see international student.

**Prospective Student** is generally a person who is thinking about lodging and application to study a particular course.

**Recruitment** is the pre-enrolment processes of engaging and assisting international students (or parent or guardian if the international student is under 18) to apply for a place in a course with a provider leading up to the formal enrolment, including assistance with administrative issues and the issuing of a CoE for an application for a student visa.

**Registered Provider** is as defined in section 5 of the *ESOS Act*, the registered provider for a course for a location means a provider that is registered to provide the course at the location.



# 6 Execution

The parties hereto acknowledge that it is intended that this Agreement be exchanged by way of electronic communication and may be scanned and emailed or faxed, and as such facsimile or scanned reproduction of the signatures of each of the parties hereto are acknowledged as intending to bind the parties to the terms of this Agreement.

**Signed for AIE Institute** by an authorised officer

.....  
Signature of Officer

.....  
Name of Officer (Print)

.....  
Office Held

.....  
Date

**Signed for Agent** by an authorised officer

.....  
Signature of Officer

.....  
Print Company Name (if relevant)

.....  
Name of Officer (Print)

.....  
Office Held

.....  
Date



# Schedule 1

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## Jurisdictions

The jurisdictions approved by the Registered Provider for the Agent to service are:

- a. [enter details]
- b. [enter details]

## Agent's Fee

The fees payable to the agent are based on a percentage commission for each student recruited that meets the requirements of this Agreement at section 3.1 Agent's Fees. The percentage commission is [enter details].

Payment terms are:

- a. Payment is due within [enter details]
- b. Payment is to be made via bank transfer
- c. All prices are exclusive of GST.
- d. The Education Agent must send all invoices for payment to the Registered Provider's Accounts Payable Department.

## Contact Details

### The Registered Provider

Contact Person:

Address:

Email:

Phone:

Invoices to: [REDACTED]

### The Agent

Contact Person:

Address:

Email:

Phone:

# Education Agent Management Policy and Procedure

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## 1 Purpose and scope

This policy provides a framework for managing education agents in relation to recruiting international students. It aims to ensure that AIE Institute's education agents act ethically, honestly and in the best interests of international students as well as uphold the reputation of Australia's international education sector in accordance with the *National Code 2018*.

This policy applies to all international students, education agents, and staff of AIE Institute's higher education community.

## 2 Objectives

This policy aims to ensure that international education agents appointed by AIE Institute are managed appropriately to ensure compliance with relevant legislation and standards.

AIE Institute:

- a. Uses best efforts to appoint reputable education agents that conduct themselves ethically, honestly and with integrity
- b. Monitors and manages its education agents to ensure transparent, fair and ethical practices
- c. Keeps appropriate records of its education agents
- d. Ensures that its education agents are appropriately trained and have knowledge of the Australian education sector
- e. Provides accurate marketing information for its education agents that is not false or misleading and is consistent with Australian Consumer Law.

## 3 Implementation

The CEO is responsible for implementing this policy and ensuring that all relevant staff are trained appropriately to select, monitor and manage AIE Institute's education agents.

## 4 Procedure

### 4.1 Responsibilities

Education agents are responsible for:

- a. Complying with this policy, individual agent agreements, and relevant legislation relating to international students studying in Australia, including the requirements of the *National Code 2018*, Standard 4.3, which states that:

*A registered provider must require its education agent to:*

- 4.3.1 *declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider*
- 4.3.2 *observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students*

4.3.3 *act honestly and in good faith, and in the best interests of the student*

4.3.4 *have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.*

- b. Promoting AIE Institute's courses to prospective students in an accurate manner
- c. Providing market intelligence on trends and demand to inform recruitment strategies
- d. Recruiting only genuine students by undertaking visa risk integrity checks.

AIE Institute Staff are responsible for:

- e. Assessing, appointing and entering into agreements with education agents
- f. Managing relationships and communicating with agents
- g. Monitoring agent risk and conducting training and performance reviews of agents
- h. Maintaining all records relating to agents
- i. Managing and processing agent remuneration
- j. Developing and distributing promotional material to agents.

## 4.2 Appointment of education agents

Prospective education agents must complete and submit an *Education Agent Application Form* to seek approval to be an authorised representative of AIE Institute.

AIE Institute assesses the agent's application against selection criteria to determine if the agent has met all requirements to ensure that the agent represents AIE Institute appropriately, which includes assessing:

- a. If the agent is registered to operate in their local jurisdiction
- b. The agent's premises
- c. The agent's history and track record in recruiting international students for Australian higher education providers, including reference checks
- d. The agent's knowledge of the National Code 2018 and the Australian international education sector
- e. Counsellors and student advisors of the agent to determine their ability to provide appropriate advice to students.

The agent is notified of the outcome of the application assessment in writing.

## 4.3 Written agreements

A written agreement must be prepared in accordance with the requirements of the *National Code 2018*, Standard 4, and be signed by authorised representatives of the agent and AIE Institute. Initial agreements are subject to an 18-month probationary period. If the CEO is satisfied with the performance of the agent during the probationary period, the appointment can continue for a further 18 months.

The CEO of AIE Institute is the authorised decision-maker and signatory for *Education Agent Agreements*. Once an agreement has been executed, the agent's details must be entered on PRISMS. The *Register of Approved Education Agents* must be updated regularly, at least every semester. Conditions may be specified in the agreement.

Remuneration of education agents is in accordance with the terms of the individual education agent's agreement.

#### 4.3.1 Performance of education agents

Student Administration is responsible for managing the performance of agents appointed by AIE Institute. Performance review of agents is conducted twice a year (usually at the end of each semester) as per clause 3.3 of the Education Agent Agreement, and prior to each agreement renewal. Reporting to AIE Institute's Board and CEO biannually on the Agent's performance occurs in the Board of Directors Meeting following the review. The review may include, but is not limited to:

- a. Compliance with the agent agreement and *ESOS Act 2000*
- b. Quality of advice provided to students
- c. Number of students recruited
- d. Conversion rates of students from application to enrolment
- e. Student visa approval rates
- f. Students' successful academic progression in the course
- g. Student feedback on agents

Agent's agreements are only renewed if their performance is satisfactory. Unsatisfactory performance is managed based on the terms and procedures of the agreement. Standard 4.4 of the *National Code 2018* states:

*Where the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.*

Student feedback is obtained and considered by surveying international students regarding the accuracy and validity of information provided by the agent. Student complaints are recorded on the agent's file.

Student Administration prepares a report on the performance of education agents at least annually, and submit it to the CEO for initial consideration and tabling at the Board of Directors.

#### 4.3.2 Termination of agreements

The authorised signatory may terminate an agent's agreement if they have breached the terms or conditions of the agreement. In accordance with the *National Code 2018*, Standard 4.6, AIE Institute will not accept students from an education agent if it knows or reasonably suspects the education agent to be:

- 4.6.1 *providing migration advice, unless that education agent is authorised to do so under the Migration Act*
- 4.6.2 *engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)*
- 4.6.3 *facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa*
- 4.6.4 *using PRISMS to create CoEs for other than bona fide students.*

The issues or behaviours listed above may lead to termination of an agreement. Complaints from students, staff or other sources may also be taken into account.

Immediate termination of an education agent's agreement occurs if AIE Institute becomes aware, or has reason to believe, that the education agent or an employee or a subcontractor of the education agent is engaging in false or misleading recruitment practices. Alternatively, AIE Institute may require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

Agents are notified of concerns and provided with corrective actions and a timeframe to address concerns, unless the behaviour is considered intentional, in which case termination may be actioned immediately.

#### 4.3.3 Record keeping

Student Administration must maintain all records relevant to education agents on a dedicated file for each agent, including:

- a. Copies of all agreements
- b. A Register of Approved Education Agents
- c. Performance reviews and breach notices
- d. All commission payments made to agents
- e. Records of all communication with education agents.

#### 4.4 Communication with Education Agents

Communication with education agents is the responsibility of Student Administration, who ensure that communication with agents is relevant, timely and accurate. Newsletters and up-to-date promotional material is distributed to all agents on a regular basis by the Marketing Team.

The Marketing Team is responsible for preparing all promotional material in liaison with the Course Convenor and Student Administration.

### 5 Definitions

**Confirmation of Enrolment (CoE)** is a document, provided electronically, which is issued by the registered provider to intending international students and which must accompany their application for a student visa. It confirms the international student's eligibility to enrol in the particular course of the registered provider.

**Counsellor** is an employee of an Agent who provides recruitment advice to prospective students.

**CRICOS** is the Commonwealth Register of Institutions and Courses for Overseas Students prescribed under section 14A of the ESOS Act.

**DHA** is the Department of Home Affairs.

**Education Agent** is a person or organisation (in or outside Australia) who recruits international students and refers them to education providers. In doing so, the education agent may provide education counselling to international students as well as marketing and promotion services to education providers.

Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).

**Education Agent Agreement** is a legal agreement between a higher education provider and an Education Agent outlining the obligations and responsibilities of all parties to the agreement.

**Genuine Student** is considered a genuine temporary entrant to Australia for the purpose of study as defined by the DHA.

**International student** means a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act, but does not include students of a kind prescribed in the ESOS Regulations.

**Marketing** is the promotion of the provider and its courses and facilities to prospective international students and their parents or guardians, agents, international organisations and other interested parties such as alumni.

**Overseas student** see International student.

**PRISMS** is the Provider Registration and International Student Management System used to process information given to the Secretary of DET by registered providers.

**Prospective Student** is generally a person who is thinking about lodging and application to study a particular course.

**Recruitment** is the pre-enrolment processes of engaging and assisting international students (or parent or guardian if the international student is under 18) to apply for a place in a course with a provider leading up to the formal enrolment, including assistance with administrative issues and the issuing of a CoE for an application for a student visa.

**Registered Provider** is as defined in section 5 of the ESOS Act, the registered provider for a course for a location means a provider that is registered to provide the course at the location.

## 6 Related Documents

The following policies and procedures are related to this policy:

- a. Admissions Policy and Procedure
- b. Credit and RPL Policy and Procedure
- c. Education Agent Agreement
- d. Education Agent Application Form
- e. English Language Proficiency Policy and Procedure
- f. Student Support Policy and Procedure

The following legislation and standards are related to this policy; however, not all are mandatory for Institutes of Higher Education:

- g. Education Services for Overseas Students Act 2000 (ESOS Act) (Cth)
- h. Higher Education Standards Framework (Threshold Standards) 2021
- i. National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code 2018).

## 7 Review

Three years from commencement.

## 8 Accountabilities

The Board of Directors is responsible for review and approval of this policy.

The policy is to be implemented via induction and training of staff and distribution to students and AIE Institute's higher education community via the website and other publications.

## 9 Revision History

Approval authority	Contact person	Revision due date	Revision date	Approved date	Version no.	Revision description
Board of Directors	Chair	15/02/26	8/10/18	8/10/18	1.0	New document
					1.1	BoD approved final edit.
				27/05/21	2.0	BoD approved
				24/03/22	3.0	BoD approved amendments.



<i>Drafting details</i>					
Prepared by	Preparation date	Revised by	Revision date	Draft no.	Revision description
HL	20/09/18			0.01	Preparation of new document in accordance with National Code 2018.
		CG	8/10/18	0.02	Typographical amendments agreed to at BoD meeting.
		NM	11/6/21		Copyedited and proofread, applied updated template, adjusted National Code 2018 quote styles, adjusted Threshold Standards year.
		VD & CG	27/02/21	2.1 – 2.2	Amended Section 4.3.1 to make consistent with recent BoD approved changes to the Education Agent Agreement and ensure CRICOS compliance.
			24/03/22	2.3	Insertion of additional BoD comments required for approval with amendments.



# Education Agent Management Policy and Procedure

## 1. Purpose and Scope

This policy provides a framework for managing education agents in relation to recruiting international students. It ensures that AIE's education agents act ethically, honestly and in the best interests of international learners in accordance with the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018* (National Code 2018).

This policy applies to AIE's Marketing, Compliance and Administration departments, and all potential and current education agents engaging with AIE.

## 2. The Policy

Appointed international education agents are managed appropriately to ensure compliance with relevant legislation and standards.

AIE:

- a. Uses best efforts to appoint reputable education agents that conduct themselves ethically, honestly and with integrity
- b. Monitors and manages its education agents to ensure transparent, fair and ethical practices
- c. Keeps appropriate records of its education agents
- d. Ensures that its education agents are appropriately trained and have knowledge of the Australian education sector
- e. Provides accurate marketing information for its education agents that is not false or misleading and is consistent with Australian Consumer Law.

## 3. Implementation

The following positions, departments and/or groups are responsible for implementing this policy:

Party	Responsibility
<b>Board of Directors:</b>	Approval of policy.
<b>Director of Marketing:</b>	Drafting and review of policy and related documents.
<b>Marketing Department:</b>	Reviewing and recommending education agents, and preparing marketing materials for use by education agents.
<b>Administration Department:</b>	Communicating with education agents.
<b>Intranet Content Coordinator:</b>	Uploading new version to the AIE intranet.

## 4. Procedure(s)

### 4.1. Responsibilities

#### 4.1.1. Education Agents

Education agents are responsible for:

- a. Complying with this policy, individual agent agreements, and relevant legislation relating to international learners studying in Australia, including the requirements of the *National Code 2018*, Standard 4.3, which states that:

*A registered provider must require its education agent to:*

- 4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider*
- 4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students*
- 4.3.3 act honestly and in good faith, and in the best interests of the student*
- 4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.*
- b. Promoting AIE's courses to prospective learners in an accurate manner
- c. Providing market intelligence on trends and demand to inform recruitment strategies
- d. Recruiting only genuine learners by undertaking visa risk integrity checks.
- e. Uphold the reputation of Australia's international education sector.

#### 4.1.2. AIE

AIE is responsible for:

- a. Assessing, appointing and entering into agreements with education agents
- b. Managing relationships and communicating with agents
- c. Monitoring agent risk and conducting training and performance reviews of agents
- d. Maintaining all records relating to agents
- e. Managing and processing agent remuneration
- f. Developing and distributing promotional material to agents.
- g. Take corrective action or terminate this Agreement if AIE finds that the Education Agent has engaged in practices or behaviour that do not meet the requirements of the *National Code 2018* or which breach this Agreement or AIE's policies.
- h. Reporting the Education Agent to the Commonwealth and relevant State or Territory agencies should AIE become aware that the Education Agent is engaging in false or misleading recruitment practices.

## 4.2. Appointment of Education Agents

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Prospective education agents must complete and submit an *Education Agent Application Form* to seek approval to be an authorised representative of AIE.

AIE assesses the agent's application against selection criteria to determine if the agent has met all requirements for representing AIE appropriately, which includes assessing the agent's:

- a. Registration to operate in their local jurisdiction
- b. Business premises
- c. History and track record in recruiting international learners for Australian registered training organisations, including reference checks
- d. Knowledge of the *National Code 2018* and the Australian international education sector
- e. Counsellors and learners advisors of the agent to determine their ability to provide appropriate advice to learners.

The agent is notified of the outcome of the application assessment in writing.

## 4.3. Written Agreements

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A written agreement must be prepared in accordance with the requirements of the *National Code 2018*, Standard 4, and be signed by authorised representatives of the agent and AIE. Initial agreements are subject to an 18-month probationary period. If the CEO is satisfied with the performance of the agent during the probationary period, the appointment can continue for a further 18 months.

The CEO of AIE is the authorised decision-maker and signatory for *Education Agent Agreements*. Once an agreement has been executed, the agent's details must be entered on PRISMS. The Register of Approved Education Agents must be updated regularly, at least every semester. Conditions may be specified in the agreement.

Remuneration of education agents is in accordance with the terms of the individual education agent's agreement.

### 4.3.1. Performance of Education Agents

Administration is responsible for managing the performance of agents appointed by AIE. Performance review of agents is conducted twice a year (usually at the end of each semester) as per clause 3.3 of the *Education Agent Agreement*, and prior to each agreement renewal. Reporting to AIE's Board and CEO biannually on the Agent's performance occurs in the Board of Directors Meeting following the review. The review may include, but is not limited to:

- a. Compliance with the agent agreement and *ESOS Act 2000*
- b. Quality of advice provided to learners
- c. Number of learners recruited
- d. Conversion rates of learners from application to enrolment
- e. Student visa approval rates
- f. Learners' successful academic progression in the course
- g. Learner feedback on agents

Agent's agreements are only renewed if their performance is satisfactory. Unsatisfactory performance is managed based on the terms of the agreement. Std 4.4 of the *National Code 2018* states:

*Where the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.*

Learner feedback is obtained by surveying international learners regarding the accuracy and validity of information provided by the agent. Learner complaints are recorded on the agent's file.

Administration prepares a report on the performance of education agents at least annually, and submit it to the CEO for initial consideration and tabling at the Board of Directors.

### 4.3.2. Termination of Agreements

The authorised signatory may terminate an agent's agreement if they have breached the terms or conditions of the agreement. In line with the *National Code 2018*, Standard 4.6, AIE will not accept learners from an education agent if it knows or reasonably suspects the education agent to be:

- 4.6.1 *providing migration advice, unless that education agent is authorised to do so under the Migration Act*
- 4.6.2 *engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)*
- 4.6.3 *facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa*
- 4.6.4 *using PRISMS to create CoEs for other than bona fide students.*

The issues or behaviours listed above may lead to termination of an agreement. Complaints from learners, staff or other sources may also be taken into account.

**Immediate termination** of an education agent's agreement occurs if AIE becomes aware, or has reason to believe, that the education agent or an employee or a subcontractor of the education agent is engaging in false or misleading recruitment practices. Alternatively, AIE may require the education agent to terminate its relationship with the party who engaged in those practices.

Agents are notified of concerns and provided with corrective actions and a timeframe, unless the behaviour is considered intentional, in which case termination may be actioned immediately.

### 4.3.3. Record Keeping

Administration must maintain all records relevant to education agents on a dedicated file for each agent, including:

- a. Copies of all agreements
- b. A Register of Approved Education Agents
- c. Performance reviews and breach notices
- d. All commission payments made to agents
- e. Records of all communication with education agents.



## 4.4. Communication with Education Agents

Communication with education agents is the responsibility of Administration, who ensure that communication with agents is relevant, timely and accurate. Newsletters and up-to-date promotional material is distributed to all agents on a regular basis by the Marketing Team.

The Marketing Department is responsible for preparing all promotional material.

## 5. Definitions

The following definitions apply to this policy:

Term	Definition
<b>Confirmation of Enrolment (COE)</b>	A document, provided electronically, which is issued by a registered training organisation (RTO) to intending international/overseas learners and which must accompany their application for a student visa. It confirms the international/overseas learner's eligibility to enrol in a particular course at AIE.
<b>Counsellor</b>	An employee of an Agent who provides recruitment advice to prospective learners.
<b>Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS)</b>	The Australian Government register listing all Australian education providers that are approved to teach overseas students and the courses that they offer.
<b>DHA</b>	The Department of Home Affairs.
<b>Education Agent</b>	As defined by the <i>National Code 2018</i> , an education agent is: 'A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers. Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).'
<b>Education Agent Agreement</b>	A legal agreement between a registered training organisation and an Education Agent outlining the obligations and responsibilities of all parties to the agreement.
<b>Genuine Student</b>	A genuine temporary entrant to Australia for the purpose of study.
<b>International Learner</b>	An international learner or intended international learner is an individual who is a resident or citizen of any country other than Australia, or holds temporary resident (visa status) of Australia, or permanent resident (visa status) of New Zealand, and who intends to study in Australia.
<b>Provider Registration and International Student Management System (PRISMS)</b>	An Australian Government system that education providers must complete reports in.
<b>Prospective Learner</b>	A learner who has not yet been enrolled into a course at AIE. This can include individuals who have simply sent an expression of interest, through to individuals who have passed a pre-training review (PTR) and have received a Letter of Offer, but not accepted it yet.
<b>Recruitment</b>	The pre-enrolment processes of engaging and assisting international learners (or parent or guardian if the international learner is under 18) to apply for a place in a course leading up to the formal enrolment, including assistance with administrative issues and the issuing of a COE for an application for a student visa.

## 6. Related Documents

**The following policies and procedures are related to this policy:**

- a. Application and Enrolment Policy and Procedure
- b. Recognition of Prior Learning (RPL) and Credit Transfer Policy and Procedure
- c. Education Agent Agreement
- d. Education Agent Application Form
- e. Learner Access, Equity and Equality Policy and Procedure
- f. Learner Progress Policy and Procedure.

**The following legislation and standards are related to this policy:**

- g. Education Services for Overseas Students Act 2000 (ESOS Act) (Cth)
- h. National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (National Code 2018)
- i. Standards for Registered Training Organisations (RTOs) 2015.

## 7. Review

This policy will be reviewed every 3 years by the Director of Marketing.

## 8. Revision History

This policy has undergone the following revisions:

Version No.	Version Description	Contributor(s)	Approval Authority	Date Revised/ Approved
1.0	Document drafted. Reviewed and approved by the Board of Directors and published on the staff intranet.	[REDACTED]	BOD	17 July 2023



# Education Agent Agreement

## 1. Scope

Agreement between **The Academy of Interactive Entertainment Ltd**, hereinafter referred to as AIE, and **[Education Agent's Business Name]**, hereinafter referred to as the Education Agent. This Agreement sets out the responsibilities of the Education Agent as the authorised representative of AIE in recruiting international learners to study AIE's courses in Australia.

## 2. Responsibilities of the Education Agent

- 2.1. The Education Agent is responsible for promoting and recruiting prospective international learners into AIE's vocational education and training (VET) courses.
- 2.2. The Education Agent must promote AIE's VET courses in the agreed jurisdictions listed in Schedule 1.
- 2.3. The Education Agent must recruit prospective international learners for AIE's VET courses in accordance with:
  - (a) This Agreement;
  - (b) AIE's *Education Agent Management Policy and Procedure*;
  - (c) The *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (the *National Code 2018*);
  - (d) The *Education Services for Overseas Students Act 2000* (Cth) (the *ESOS Act*);
  - (e) The *Australian International Education and Training Agent Code of Ethics*; and
  - (f) Any other relevant policies of AIE or legislation and regulation of Australia.
- 2.4. The Education Agent must provide prospective international learners with accurate information to assist with their study in Australia, including information about:
  - (a) AIE and its facilities, learning resources and equipment;
  - (b) The course content, duration, mode of study, qualification and any other relevant course information, including any work integrated learning requirements;
  - (c) Entry and admission requirements, including the minimum level of English ability;
  - (d) Tuition fees and refunds; and
  - (e) Accommodation, living costs and Overseas Student Health Cover (OSHC).

- 2.5. The Education Agent must assist prospective international learners in completing and submitting application forms to study with AIE.
- 2.6. The Education Agent must take reasonable steps to confirm the accuracy and completeness of information provided by prospective international learners, and that all documents requiring signatures have been correctly signed.
- 2.7. The Education Agent must maintain confidentiality in accordance with the *Privacy Act 1988* (Cth).
- 2.8. The Education Agent must arrange English language testing of prospective international learners in accordance with relevant Australian migration regulations and Australian legislation and regulations for offering VET courses.
- 2.9. The Education Agent must assist prospective international learners with their visa applications, but not provide migration advice unless authorised to do so under the *Migration Act 1958*. Learners must be advised that:
  - (a) Studying must be the primary purpose for requesting a student visa;
  - (b) They are expected to complete the course within the standard course duration period stated in course material; and
  - (c) School-aged dependents must pay any relevant fees, whether enrolling in government or non-government schools.
- 2.10. The Education Agent must recruit only genuine learners by undertaking visa risk integrity checks.
- 2.11. The Education Agent must obtain and maintain public liability and professional indemnity insurance.
- 2.12. The Education Agent must employ appropriately qualified staff and/or subcontractors and ensure such staff and/or subcontractors have appropriate knowledge and understanding of and comply with the information listed in Clause 2.3. The Education Agent is responsible for the conduct and behaviour of their staff and/or subcontractors.
- 2.13. The Education Agent must promote AIE's VET courses with integrity and honesty, acting in the best interests of the prospective international learners and AIE at all times.
- 2.14. The Education Agent must use AIE's marketing materials to accurately represent programs and services and not misappropriate these marketing materials in any way.
- 2.15. The Education Agent must not engage in any dishonest or unethical behaviour or conduct, nor represent AIE in a poor manner, nor misappropriate AIE's intellectual property in any way.
- 2.16. The Education Agent must advise AIE of any suspected fraudulent activity in connection with the prospective international learner or Education Agent staff regarding to all matters concerning AIE.
- 2.17. The Education Agent must advise AIE of any matters that may result in a complaint or appeal.
- 2.18. The Education Agent must undertake corrective action as directed by AIE, and supply evidence of the completion of such, should the Education Agent be found non-compliant with this Agreement.

### 3. Responsibilities of AIE

- 3.1. AIE must always act in accordance with:
- (a) This Agreement;
  - (b) AIE's *Education Agent Management Policy and Procedure*;
  - (c) The *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (the *National Code 2018*);
  - (d) The *Education Services for Overseas Students Act 2000* (Cth) (the *ESOS Act*);
  - (e) The *Standards for Registered Training Organisations (RTOs) 2015*; and
  - (f) Any other relevant policies of AIE or legislation and regulation of Australia.
- 3.2. AIE must provide sufficient information to the Education Agent to enable the Education Agent to undertake the services outlined in this Agreement.
- 3.3. AIE must provide and update promotional material that:
- (a) Accurately reflects the programs and services provided by AIE;
  - (b) Outlines AIE's application procedures;
  - (c) Outlines AIE's admission requirements;
  - (d) Outlines AIE's fees, charges and refunds; and
  - (e) Outlines AIE's obligations as a Registered Training Organisation (RTO).
- 3.4. AIE must assess completed applications from prospective international learners in a reasonable timeframe.
- 3.5. AIE must conduct business in a professional and ethical manner and keep the Education Agent informed of all changes pertinent to the programs and services provided by AIE.
- 3.6. AIE must manage and process Education Agent remuneration as per the section of this Agreement on Agent Fees.
- 3.7. AIE must comply with the confidentiality requirements outlined in this Agreement.
- 3.8. AIE must communicate with the Education Agent and manage the relationship with the Education Agent, including monitoring the Education Agent's performance and seeking feedback from a variety of sources, such as from learner surveys and data reports.
- 3.9. If the Education Agent's performance is unsatisfactory, AIE must manage such based on the terms in this Agreement.

- 3.10. AIE must take corrective action or terminate this Agreement if AIE finds that the Education Agent has engaged in practices or behaviour that do not meet the requirements of the *National Code 2018* or which breach this Agreement or AIE's policies.
- 3.11. AIE must report the Education Agent to the Commonwealth and relevant State or Territory agencies should AIE become aware that the Education Agent is engaging in false or misleading recruitment practices.

## 4. Education Agent Fees

- 4.1. The Education Agent is entitled to the following commission payments:
- (a) **1–20 learners recruited:** [REDACTED] of all tuition fees paid (including any GST applicable) by the referred learner(s)
  - (b) **20+ learners recruited:** [REDACTED] of all tuition fees paid (including any GST applicable) by the referred learner(s).
- 4.2. Fourteen (14) days after the end of each calendar month, a list of successful enrolments along with their commencement dates will be emailed to the email address nominated by the Education Agent.
- 4.3. The first payment will be made within 30-days from the learner's commencement date. The second payment will be made within 30-days from the learner's commencement of their second semester.

## 5. Monitor and Review

- 5.1. AIE will monitor and evaluate the activities of the Education Agent, including by:
- (a) Conducting learner surveys about their experience with the Education Agent
  - (b) Conducting biannual Education Agent performance appraisals
  - (c) Conducting individual meetings with the Education Agent as required
  - (d) Conducting at least one meeting with the Education Agent each semester to discuss the results, progress and attendance of learners referred by the Education Agent
  - (e) Reviewing all data and information collected from and about the Education Agent
  - (f) Setting Key Performance Indicators
  - (g) Reporting to the AIE's Board of Directors biannually on the Education Agent's performance.
- 5.2. AIE can undertake a review of the Education Agent's performance under this Agreement at any time.

## 6. Corrective/Preventive Action

- 6.1. AIE reserves the right to take immediate corrective and/or preventative action(s) upon 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 Australia's Education and Training industry.
- 6.2. AIE's corrective and/or preventive actions may include, but are not limited to:
- (a) Verbal counselling of the Education Agent
  - (b) Further training in admissions requirements and *National Code 2018* obligations
  - (c) A written warning
  - (d) Termination under Clause 11 of this Agreement.

## 7. Privacy and Use of Education Agent Information

- 7.1. The Agent agrees that their business information will be:
- (a) Recorded in the Provider Registration and International Student Management System (PRISMS)
  - (b) Accessed by relevant Commonwealth departments and agencies that use PRISMS
  - (c) Used to administer or monitor compliance with Commonwealth legislation – for example, the *ESOS Act* and the *Migration Act 1958*
  - (d) Disclosed by relevant Commonwealth departments to other Commonwealth entities (including, but not limited to ASQA), education institutions and publicly.

## 8. Confidentiality

- 8.1. Either Party may disclose ('the Disclosing Party') Confidential Information to the other Party ('the Recipient') in confidence.
- 8.2. For the purposes of the Agreement, Confidential Information means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
- (a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Party, its affiliates, subsidiaries and affiliated companies
  - (b) Plans for products or services, and customer or supplier lists

- (c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method
- (d) Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets
- (e) Curriculum design, learning outcomes, quality assurance systems, survey tools, methods and practices
- (f) Any other information that should reasonably be recognised as confidential information of the Disclosing Party (Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information).

## 9. Notices

- 9.1. A notice under this Agreement must be in writing and emailed to the other Party at the address listed in Schedule 1. A Party should notify the other Party of any change to any of its contact details listed in Schedule 1.

## 10. Renewal of Agreement

- 10.1. The Agent's Agreement will only be renewed if their performance is satisfactory. A performance review of the Agent will be conducted twice annually, and prior to each Agreement renewal.

## 11. Termination of Agreement

- 11.1. Either party can terminate this agreement at any time by providing 30 days written notice.
- 11.2. If any breach of the conditions of this Agreement, the *National Code 2018*, the *ESOS Act*, AIE's policies, or other applicable laws are detected during AIE's monitoring and review process, AIE may terminate this Agreement effective immediately.
- 11.3. If the Education Agent, or an employee or subcontractor of the Education Agent, is found to be engaging in false or misleading recruitment practices, AIE will report the Education Agent to the Commonwealth and relevant State or Territory agencies. Alternatively, AIE may require the Education Agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
- 11.4. On termination of this Agreement, the Education Agent must:
- (a) Submit all applications and fees from prospective international learners received up to the termination date

- (b) Immediately cease promoting and advertising AIE's courses, cease using AIE's promotional material, and return all promotional material to AIE.

11.5. An Education Agent must terminate any agreement with a subcontractor (approved or otherwise) if they become aware, or reasonably suspect, that the subcontractor has breached this Agreement or the *National Code 2018*.

## 12. Definitions

12.1. **Education Agent:** As defined by the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, an education agent is: 'A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers. Education agent does not refer to an education institution with whom an Australian provider has an agreement for the provision of education (that is teaching activities).'

12.2. **Genuine Learner:** A learner who has:

- (a) Provided up-to-date contact details to enable the department to contact them and verify their enrolment in their course
- (b) Communicated their agreement via a course progression form for the Secretary of the department to continue to use the VET Student Loan to pay tuition fees for their course when required to do so
- (c) Demonstrated reasonable engagement with their course of study.

12.3. **International Learner:** An individual who is a resident or citizen of any country other than Australia, or holds temporary resident (visa status) of Australia, or permanent resident (visa status) of New Zealand, and who intends to study in Australia.

12.4. **Jurisdiction:** The countries or regions set out in Schedule 2.

12.5. **Marketing:** The promotion of the provider and its courses and facilities to prospective international students and their parents or guardians, agents, international organisations and other interested parties such as alumni.

12.6. **Prospective Learner:** A learner who has not yet been enrolled into a course at AIE. This can include individuals who have simply sent an expression of interest, through to individuals who have passed a pre-training review (PTR) and have received a *Letter of Offer*, but not accepted it yet.

12.7. **Recruitment:** The pre-enrolment processes of engaging and assisting international learners (or parent or guardian if the international learner is under 18) to apply for a place in a course with a provider leading up to the formal enrolment, including assistance with administrative issues and the issuing of a Confirmation of Enrolment for an application for a student visa.

12.8. **Registered Training Organisation (RTO):** Educational organisations that deliver recognised training in Australia's vocational education and training (VET) sector.



## 13. Execution

- 13.1. This agreement provides a legal contract between AIE and the Education Agent.
- 13.2. Both Parties agree to abide by the conditions of this agreement and shall notify either Party in the event of a change of circumstances or details that may affect this agreement.
- 13.3. By signing this document, both parties agree to the conditions and fully understand the requirements to carry out this agreement in full.

[Education Agent Business Name]	The Academy of Interactive Entertainment Ltd
<i>Signature</i>	<i>Signature</i>
<i>Name</i>	<i>Name</i>
<i>Position Title</i>	<i>Position Title</i>
<i>Date</i>	<i>Date</i>
Witness	Witness
<i>Witness Signature</i>	<i>Witness Signature</i>
<i>Name</i>	<i>Name</i>
<i>Position Title</i>	<i>Position Title</i>
<i>Date</i>	<i>Date</i>

## Schedule 1 – Details of Parties

Education Agent Details	
Legal Business Name:	
Trading Name (if applicable):	
ABN/ACN:	
Country of Business Registration:	
Date of Establishment:	
Main Trading Activity:	
Accreditation Registrations:	
Registered Business Address:	
Contact Name and Position:	
Contact Number:	
Email Address:	
Website URL:	
Academy of Interactive Entertainment Details	
Legal Business Name:	The Academy of Interactive Entertainment Ltd
Trading Name (if applicable):	
ABN/ACN:	51084159437
Country of Business Registration:	Australia
Accreditation Registrations:	RTO Number: 88021 CRICOS Provider Code: 02406F
Registered Business Address:	Block E, Canberra Technology Park, 49 Phillip Avenue, Watson ACT 2602 Australia
Contact Name and Position:	
Contact Number:	
Email Address:	
Website URL:	<a href="http://aie.edu.au">aie.edu.au</a>

## Schedule 2 – Jurisdictions

The Jurisdictions approved by AIE for the Education Agent to service are:

- [Enter details]
- [Enter details]