

Agents Policy



Purpose/objective

This Policy aims to establish a systematic and consistent process for the appointment, monitoring, reporting, management and termination of recruitment agents and to ensure that AAHE's agents behave ethically and comply with AAHE's obligations under the:

- Education Services for Overseas Students Act 2000 (ESOS Act)
- ESOS Regulations 2019
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code)
- Migration Act 1958, and
- Migration Regulations 1994.

Scope

This Policy and Procedure applies to AAHE's recruitment agents and staff of AAHE involved in the appointment and monitoring of agents.

Definitions

Agent	An accredited person or organisation with the authority to promote AAHE's programs and services to students or intending students
Agent Agreement	A formal agreement between the agent and AAHE, including the Schedules
CoE	Confirmation of Enrolment: a document issued by AAHE to an intending international student that must accompany the student's application for a student visa. The CoE confirms the student's eligibility to enrol in the AAHE program at a specific location
PRISMS	Provider Registration and International Student Management System, which is an Australian Government online system that allows higher education providers to issue CoEs. Australian Government agencies use PRISMS to monitor student compliance with visa conditions and provider compliance with the ESOS Act 2000.
Australian International Education and Training Agent Code of Ethics	Provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. The code aims to: <ul style="list-style-type: none">• Outline the principles and expectations of fair and ethical conduct of Australia's offshore and onshore education agents.• Foster best practice among education agents to assist them to provide quality services to potential and existing international students and partner providers.• Provide assurances on the quality and standard of services provided by education agents recruiting into Australia.• Build on Australia's globally recognised international education and training quality systems to further enhance the reputation of Australia's education system.

Policy

1. All of AAHE's appointed agents must act ethically and comply with all of AAHE's legal obligations (see above).
2. All potential agents must complete the *Approved Agent Application Form* to become an official agent for AAHE and undergo a referee check completed by the Marketing Manager or nominee.
3. The Marketing Manager has authority to approve agent applications.
4. Agents are required to:
 - observe appropriate levels of confidentiality and transparency in dealings with international students
 - act honestly and in good faith, and in the students' best interests
 - have appropriate knowledge and understanding of the international education system in Australia and the relevant legislation and codes pertaining to their activities and operations, including the *Australian International Education and Training Agent Code of Ethics*¹ and any applicable foreign legislation.
 - complete AAHE's Agent Induction
 - represent AAHE, its educational offerings and charges accurately and without misleading
 - meet agreed recruitment targets and other performance indicators.
5. Agents may only conduct promotional and marketing activities that are authorised by the Marketing Manager and may only use promotional and marketing material developed or approved by the AAHE Marketing Manager.
6. AAHE will conduct an annual audit of agent performance and activities, in addition to ongoing reviews, and offer students the opportunity to complete an Agent Survey after arrival in Australia.
7. AAHE may terminate an agent's appointment where AAHE knows or has a reasonable suspicion that the agent may have been engaged in false, misleading or unprofessional conduct.
8. AAHE may prohibit any agent activity at its absolute discretion, including but not limited to that which is not compliant with formal agreements, legislation, standards, codes or policy, and may not accept students from an agent who is not compliant.

Document information

Document owner: Board of Directors

Version	Approved by	Approved on	Implementation date	Changes made
1	Board of Directors	4/11/21	1/10/23	

¹ [International Agent Code of Ethics](#)

Procedure

The AAHE Marketing Manager is responsible for all aspects of agent management including selection, appointment, induction, monitoring, payment, termination and contract management.

The AAHE Principal and Chief Executive Officer (CEO) approves the template for agreements between agents and AAHE, and signs agent agreements on behalf of AAHE.

1. Selecting and Appointing Agents

- 1.1 Agent applications are assessed against established selection criteria and a minimum of two reference checks are conducted with CRICOS-registered providers (such as a university or private higher education provider). Where the agent has not worked with an Australian provider, references are sourced from reputable international institutions.
- 1.2 Agents must declare in writing any potential conflict of interest in relation to their work for AAHE and must take reasonable steps to avoid any conflict of interest at any point in their engagement with AAHE.
- 1.3 The *Education Agent Agreement* form contains all the requirements for agreements outlined in Standard 4 of the National Code of Practice².
- 1.4 Agents have eight weeks to return signed agreements to AAHE and will be considered formally engaged on receipt of the agreement by AAHE.
- 1.5 Agent details are recorded on the Federal Government's PRISMS database.

2. Agent Induction

- 2.1 Agents may not begin operating until they have completed AAHE's Agent Induction
- 2.2 The Marketing Manager will provide agents with the comprehensive Agent Induction outlining ESOS and National Code requirements, agent management responsibilities, monitoring and agent review processes, AAHE's courses, admissions policies and procedures, and other compliance requirements at the point of engagement.

3. Working With Agents

- 3.1 Wherever possible, the Marketing Manager coordinates visits to education agents with promotional events overseas and in Australia, in collaboration with relevant academic and/or administrative staff.
- 3.2 Agents may only undertake promotional and marketing activities that are authorised by the Marketing Manager and may only use promotional and marketing material developed or approved by the Marketing Manager.
- 3.3 Agents remain responsible for all obligations under their agreement with AAHE and may not sub-contract to another person or organisation any of these obligations under their agreement without the prior written consent of the AAHE Marketing Manager

4. Ongoing Monitoring and Breaches

- 4.1 AAHE monitors agents through:
 - a) feedback from students and other stakeholders

² [National Code Standard 4](#)

- b) analysis of the quality of applications submitted by the agent, their conversion rates for applications and reasons for students not proceeding with their enrolment
 - c) checking of agents' websites, events and student communications for the accuracy and currency of the information they are providing
 - d) analysis of their students' performance
 - e) analysis of the performance of agents in their recruitment of international students against the costs of their promotional activities
 - f) analysis of student visa approval, refusal and cancellation data.
- 4.2 Any alleged breach of conditions in an agreement by the agent or a sub-contractor of an agent, or any actions that threaten AAHE's reputation or compliance with laws and regulations relevant to AAHE including the ESOS Act or National Code, must be reported immediately to the Marketing Manager.
- 4.3 The Marketing Manager or delegate will investigate the alleged breach, in consultation with the Quality Assurance Manager (as appropriate) and take any interim steps necessary to mitigate associated risks. This may include suspension of agent activities pending the outcome of the investigation.
- 4.4 Where a breach of an agent agreement is confirmed the Marketing Manager will take immediate steps to terminate the agreement or require the agent to terminate its relationship with an employee or sub-contractor found to have engaged in the breach.
- 4.5 Where such breach jeopardises AAHE's ability to comply with the ESOS Act or the National Code the Marketing Manager will make any necessary notifications as required under relevant laws and regulations.

5. Annual Review

- 5.1 In addition to ongoing monitoring, AAHE's agents are evaluated annually to determine if their agreement will be renewed or terminated. Their performance is reviewed against the requirements of their agreement, their compliance with relevant legislation, and aspects of performance outlined in the *Agents Policy* above.
- 5.2 The CEO approves the outcome of the annual review which may be either:
- a) the performance of the agent is found to be satisfactory
 - b) the performance and/or compliance of the agent is found to be unsatisfactory and further action is required.
- 5.3 If further action is required the agent must respond within 10 working days from the date of the notification being sent, or up to any further period as may have been granted by the CEO.

6. Renewal or Termination of Agent Agreements

- 6.1 In the event of a successful annual review, or if the concerns in the review are addressed satisfactorily, AAHE may:
- a) re-appoint the agent for a further period
 - b) re-appoint the agent for a further period subject to certain conditions
 - c) require the agent to do additional training and further professional development as specified by AAHE before reappointing them.

- 6.2 When an agent is reappointed their agreement with AAHE is renewed.
- 6.3 Decisions on suspending or terminating agent agreements are made by the Marketing Manager and the agent is notified in writing.
- 6.4 Any party to the agreement may also terminate the agency agreement at any time and for any reason by giving 60 days' notice in writing to the other party.
- 6.5 If the agreement is terminated by either party, the agent must:
 - a) submit to AAHE all application and program fees from prospective students received up to the date of termination
 - b) cease immediately any actions representing AAHE, and
 - c) submit any outstanding invoices to AAHE within 30 days of the termination
 - d) return or destroy any AAHE-related data, collateral or intellectual property.
- 6.6 The agent may appeal a decision by AAHE to terminate the agreement, to the COO, on the grounds that the review process has not been fairly applied or that they have implemented a solution to any grounds leading to the termination. The COO makes the final decision within four weeks of the appeal.

Related documents and relevant legislation

[National Code of Practice for Providers of Education and Training to Overseas Students 2018](#)

[Education Services for Overseas Students Act 2000](#) (ESOS Act)

[ESOS Regulations 2019](#)

[Migration Act 1958 \(legislation.gov.au\)](#)

[Migration Regulations 1994](#)

[Australian International Education and Training Agent Code of Ethics](#)

Document information

Document owner: Chief Executive Officer

Version	Approved by	Approved on	Implementation date	Changes made
1	Board of Directors	4/11/21	1/10/23	



EDUCATION AGENT AGREEMENT

BETWEEN

AUSTRALASIAN ACADEMY OF HIGHER EDUCATION

AND

[EDUCATION AGENT COMPANY DETAILS]

Contents

AGENT AGREEMENT.....	1
1. AGREEMENT DEFINITIONS.....	1
2. BACKGROUND.....	2
3. ENGAGEMENT OF THE AGENT.....	2
4. RESPONSIBILITIES OF THE AGENT.....	2
5. REQUIREMENTS AND OBLIGATIONS OF THE AGENT.....	3
6. MONITORING AND PERFORMANCE REVIEW.....	6
7. CORRECTIVE AND PREVENTATIVE ACTION.....	7
8. MARKETING CODE OF CONDUCT.....	8
9. RIGHTS TO APPEAL.....	8
10. AAHE RESPONSIBILITIES.....	8
11. CONFIDENTIALITY.....	9
12. AGENT’S COMMISSION.....	9
13. TERMINATING THE AGREEMENT.....	9
14. ASSIGNMENT AND SUBCONTRACTING.....	10
15. NOTICES.....	10
16. ENTIRE AGREEMENT.....	10
17. VARIATION.....	10
18. GOVERNING LAW.....	10
Schedule 1.....	11

AGENT AGREEMENT

THIS AGREEMENT is made on [date]

BETWEEN Australasian Academy of Higher Education Pty Ltd, ACN 631 178 768, (“**AAHE**”) whose Registered Office is situated at 363 King St, West Melbourne VIC 3003, Australia (hereafter referred to as ‘AAHE’)

AND

[agent’s name] (“**Agent**”) of [address] (hereafter referred to as ‘Agent’).

1. AGREEMENT DEFINITIONS

1.1 In this Agreement:

‘Agent’s Commission’ means the commission specified under Item 3 of Schedule 1, expressed in Australian dollars

‘Course Fee’ means the tuition and other fees set by AAHE for the courses

‘Courses’ means the registered courses offered by AAHE and registered on CRICOS

‘CRICOS’ means the Commonwealth Register of Institutions and courses for Overseas Students (CRICOS)

‘ESOS’ means the Education Services for Overseas Students Act 2000 (ESOS Act) and its regulations

‘International Agent Code of Conduct’ means the Australian International Education and Training Agent Code of Ethics (ACE) of the International Education Association of Australia

‘Marks’ means logos, trademarks, designs, and crests that belong to or carry the name of AAHE

‘National Code’ means the National Code of Practice for Providers of Education and Training to Overseas Students 2018

‘PRISMS’ means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment)

‘Prospective student’ means a person (whether within or outside Australia) who intends to become, or who has taken any kind of steps towards becoming a student at AAHE

‘Services’ means the services described under this agreement

‘Student’ means an ‘overseas student’ as defined in the ESOS Act

‘Term’ means the period set out in Item 1 of Schedule 1

‘Territory’ means the countries or regions set out in Item 2 of schedule 1.

1.2 In this Agreement, unless the contrary intention appears:

- headings are for ease of reference only and do not affect the meaning of this agreement
- the singular includes the plural and vice versa and words indicating a gender include other genders

- other grammatical forms of defined words or expressions have corresponding meanings, and
- Schedule 1 to this agreement forms part of the agreement, but if there is any conflict between a clause of this agreement and the schedule, the clause of this agreement will prevail.

2. BACKGROUND

- 2.1. The purpose of this agreement is to formalise the terms and conditions prescribed in Standard 4 of the National Code between AAHE and the Agent to ensure that the recruitment of overseas students is suitable and ethical.
- 2.2 AAHE agrees to appoint the Agent to recruit full time overseas students to study courses at AAHE.
- 2.3. As a provider of education and training to overseas students, AAHE is responsible at all times for compliance with the ESOS Act and its Regulations and the National Code .
- 2.4. AAHE is registered on the Commonwealth Register of Institutions and courses for Overseas Students (CRICOS) as part of the ESOS Act requirements.
- 2.5. The Agent will provide services under this agreement of recruiting suitable prospective students for enrolment at AAHE.
- 2.6. AAHE engages the Agent non-exclusively in the territory as specified in this Agreement.
- 2.7. The Agent acknowledges the requirements of the ESOS Act 2000 and National Code and other Acts and regulations relevant to the study of overseas students in Australia and agrees to comply with those requirements at all times.

3. ENGAGEMENT OF THE AGENT

- 3.1 AAHE engages the Agent to perform the services in the territory for the term of this Agreement.
- 3.2 This is a non-exclusive agreement. AAHE may appoint other agents in the territory at its sole discretion.
- 3.3. The Agent cannot promote AAHE outside the territory or perform the services outside the territory, without AAHE's prior written consent.
- 3.4. If the Agent wishes to expand the territory, the Agent must make a written submission to AAHE no later than 30 days before the recruitment of prospective students in the new territory is planned to start. AAHE is under no obligation to recognise the Agent's new territory or accept applications for enrolment from prospective students recruited by the Agent in the new territory.

4. RESPONSIBILITIES OF THE AGENT

Under this Agreement, the Agent must:

- 4.1 Promote AAHE and the courses offered by AAHE in the territory.
- 4.2. In accordance with AAHE's policies and procedures, recruit and assist in the recruitment of prospective students to undertake the courses as listed on CRICOS for AAHE.
- 4.3. Provide prospective students with any information required under ESOS and the National Code, including all necessary information about AAHE's courses, facilities and services, and assist prospective students in completing and submitting application forms to AAHE.

- 4.4. Ensure students recruited by the Agent are paying their course fees on time to AAHE.
- 4.5. Ensure students recruited by the Agent are genuine, satisfy AAHE's entry requirements and are able to finish their course on time.
- 4.6. If required, arrange for independent English language testing of prospective students under the relevant Australian migration regulations, using testing services approved by AAHE.
- 4.7. Perform any other services and provide any reports or information requested by or required under this Agreement.

5. REQUIREMENTS AND OBLIGATIONS OF THE AGENT

In performing the services, the Agent must:

- 5.1. Declare immediately in writing to AAHE any conflicts of interest that arise and take steps to avoid conflicts of interest with its duties as an Agent of AAHE.
- 5.2. Represent AAHE, its courses and charges accurately and without misleading.
- 5.3. Observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students.
- 5.4. Act honestly and in good faith, and in the best interests of the student.
- 5.5. Have appropriate knowledge and understanding of the international education system in Australia, including Standard 4.3.4 of the National Code 2018.
- 5.6. Ensure that its staff demonstrate the required knowledge and adhere to the code.
- 5.7. At all times comply with the requirements of the National Code and the ESOS Act and its Regulations.
- 5.8. Promote the courses with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner.
- 5.9. Inform prospective students accurately about the requirements of courses using only the marketing material provided by AAHE.
- 5.10. Assist to uphold the high reputation of AAHE and of the Australian international education sector.
- 5.11. Assist AAHE in demonstrating compliance with all legislative requirements to the national regulator (Tertiary Education Quality and Standards Agency):
 - a) by providing accurate and factual responses to information requests from the regulator relevant to the delivery of services, and
 - b) cooperating in AAHE's monitoring and review of its obligations under the Higher Education Standards Framework (Threshold Standards).
- 5.12. Take reasonable steps in confirming the accuracy of the information provided by prospective students in the application.
- 5.13. Ensure that only signed and completed applications with required supporting documents are submitted to AAHE.

- 5.14. Keep abreast of the latest marketing information and other course requirements by visiting the AAHE website at least once a month.
- 5.15 Draw the prospective student's attention to the following documents on the AAHE website prior to enrolment:
- a) AAHE Student Handbook
 - b) Relevant course information outline
 - c) AAHE Student Code of Conduct.
- 5.16. Assist prospective students to complete visa applications.
- 5.17. Provide any Confirmation of Offer documents received from AAHE to the prospective student within 24 hours of receiving these documents and provide the student with pre-departure counselling and any assistance they require.
- 5.18. Provide AAHE with market intelligence about the recruitment of prospective students in the Territory.
- 5.19. Only undertake promotional and marketing activities involving AAHE that have been approved by AAHE; and
- 5.20. Act in accordance with AAHE policies and procedures and directions given by AAHE management.
- 5.21 Actively participate in the monitoring of its operations by AAHE.
- 5.22. Before prospective students complete an application, the Agent must give them accurate and up-to-date information including:
- a) AAHE and its facilities, equipment, learning resources and services
 - b) AAHE's courses, including course content and duration, qualifications offered, modes of study and assessment
 - c) the minimum level of English language ability and educational qualifications required for acceptance into the course and the conditions under which an offer might be withdrawn
 - d) visa requirements which must be satisfied by the student including English language proficiency levels
 - e) the course fees and other charges; potential changes to those fees and charges; refund policies and tuition protection
 - f) important dates (including study breaks) and deadlines
 - g) any equipment and technical requirements
 - h) detailed and accurate information on AAHE's deferral, suspension and cancellation policies and on how enrolment could be deferred, suspended or cancelled
 - i) ESOS Framework for study in Australia made available by the Department of Education and Training (<https://www.education.gov.au/esos-framework>)
 - j) the requirements for attendance and the need for satisfactory academic performance
 - k) AAHE's policies and procedures including those related to course progress, credit and recognition of prior learning and procedures for complaints and appeals (see AAHE website); and
 - l) living in Australia and the local environment of the relevant campus, including information about campus location and costs of living.
- 5.23. The Agent must advise prospective students that:

- a) students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration
- b) any accompanying school age dependants must pay any relevant fees if enrolling in either government or non-government schools
- c) students must pay the course fee on time and as per the Student Offer and Acceptance Agreement.

5.24 The Agent must also conduct pre-assessment of the prospective student's eligibility in compliance with the Simplified Student Visa Framework to ensure that the prospective student meets the Genuine Temporary Entrant criteria and the Genuine Student criteria relating to:

- a) English language proficiency
- b) financial capacity
- c) pre-requisite education requirements
- d) age requirements
- e) intention to comply with visa conditions
- f) intention to successfully obtain an education outcome.

5.25. AAHE expects the agent to recruit quality students. For AAHE, quality students are those who:

- a) have clear career goals/plan and can rationalise how the chosen course of study will contribute towards the same
- b) have the academic preparation and proficiency in English they need to participate in the course being applied for
- c) make an informed decision on undertaking a course in Australia and demonstrate their preparedness to relocate to pursue their academic goals
- d) demonstrate financial capacity and/or arrangements to support their studies and living while in Australia
- e) pay their fees as per the Student Offer and Acceptance Agreement
- f) make education/learning a priority and maintain satisfactory academic progress
- g) adhere to the AAHE Student Code of Conduct and contribute towards maintaining a safe, supportive, collaborative, and positive learning environment, and
- h) complete their course within the expected duration.

AAHE will consider the quality of student outcomes as part of the Agent's annual performance review.

5.26. The Agent is obliged to handle all course monies with care and in accordance with their fiduciary obligations and the International Agent Code of Conduct. All such monies received must be passed on immediately to AAHE without set off or deduction.

- a) If a student pays the tuition and non-tuition fees required for their enrolment (as described in the Student Offer and Acceptance Agreement) to the Agent, AAHE will not issue the student's Confirmation of Enrolment until the Agent has transferred those fees in full to AAHE.

5.27. If the Agent charges their own fees (in addition to AAHE's course and non-tuition fees), those fees remain the responsibility of the Agent. AAHE is not responsible for the Agent's own fees and does not protect or refund those fees under any circumstances.

5.28. The Agent will not be provided with access to the Provider Registration and International Students Management System (PRISMS).

5.29. The Agent must not:

- a) engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study
- b) recruit or attempt to recruit students currently studying with another Australian education provider
- c) facilitate the enrolment of a student who the Agent believes will not comply with the conditions of his or her student visa
- d) provide immigration advice where not authorised under the Migration Act 1958 to do so
- e) give a prospective student inaccurate information about:
 - i. the course and non-tuition fees payable to AAHE, or
 - ii. his or her acceptance into a course
- e) deduct any amount from the course fee payable by the prospective student
- f) make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa
- g) engage in false or misleading advertising or recruitment practices
- h) make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between AAHE and other education providers
- i) undertake any advertising or promotional activity about the courses or AAHE without the prior written consent of AAHE
- j) commit AAHE to accept any prospective student into a course
- k) use any registered or unregistered mark without the prior written consent of AAHE
- l) actively recruit, or attempt to recruit, prospective students that the Agent knows to have engaged the services of another official agent of AAHE
- m. sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or students. The student's signature that appears on all official documents must be the same signature as that which the prospective student used when signing the AAHE application form.

5.30. Unless AAHE otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

6. MONITORING AND PERFORMANCE REVIEW

- 6.1 AAHE monitors and reviews the performance of the Agent and their adherence to the International Agent Code of Conduct annually or as required through a number of methods.
- 6.2. The Agent must participate in an annual review meeting (either face-to-face or through phone or video conferencing as practicable) in which discussion of their business plan will take place, which includes provisions on how they wish to carry out the operations of marketing activities for AAHE, which will be conducted by the Marketing Manager or delegate. The Agent must actively participate in the monitoring of its operations by AAHE.
- 6.3. The Agent understands AAHE's policy of monitoring the Agent's activity and that this will involve:
 - a) ongoing and consistent contact with the Agent via telephone, videoconference and email
 - b) documented face to face meetings and/or teleconferences with Agent

- c) knowledge of Agent of regulatory requirements including ESOS and National Code requirements, and AAHE marketing material
- d) scrutiny of the Agent's websites for accuracy and currency of information relating to AAHE
- e) analysis of quality and quantity of applications on behalf of prospective students
- f) analysis of conversion rates from lodging applications to studying at AAHE
- g) Analysis of quality and academic performance of students recruited by the Agent
- h) a quarterly report from the Agent documenting the number of students interviewed either in their offices or at other venues such as education fairs
- i) documenting on the Agent's file instances where students claim to have been misinformed about their studies at AAHE
- j) documenting on the Agent's file instances where the Agent has shown a lack of knowledge of student visa requirements or other matters relating to the student's stay in Australia
- k) surveying current and prospective students about the information provided to them by the Agent and the level of assistance given to the student to assist them in travelling to Australia.

6.4 Student Feedback

- a) Within two weeks of commencement of a course at AAHE, new students who have come through the Agent are asked to complete a feedback form, included in student orientation packs. This form provides direct feedback concerning student opinions and experiences with the Agent.
- b) From this feedback, AAHE is able to collate and analyse areas where the Agent could improve and to assess their services and performance on a routine basis.

6.5 The Marketing Manager will review this Agreement annually and will commence this process no less than one month prior to the expiry date.

6.6 After the review is completed the Marketing Manager will decide on the status of the Agent as:

- a) 'No further registration with AAHE'; or
- b) 'Registration continues'.

6.7 Agent with 'No further registrations' will automatically become inactive on the student management system and the Agent agreement will not be renewed.

6.8 Agent with 'Registrations continue' will be renewed based on:

- a) Number of student enquiries received from the Agent
- b) Number of students enrolling from the Agent
- c) Number of students satisfied with the Agent's services, and
- d) Good performance throughout the year, including proven ability to abide by all regulatory requirements.

6.9 Renewal of agreement takes the above factors into consideration, and if the Agent fails to meet standard requirements the Agent will become inactive.

7. CORRECTIVE AND PREVENTATIVE ACTION

7.1. Where AAHE becomes aware, or has reason to believe, that the Agent or an employee or subcontractor of that Agent has not complied with the Agent's responsibilities under Standards 4.2 and 4.3 of the National Code, AAHE will take immediate corrective action.

- 7.2 Where AAHE becomes aware, or has reason to believe, that the Agent or an employee or subcontractor of the Agent is engaging in false or misleading recruitment practices, AAHE will immediately terminate its relationship with the Agent, or require the Agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
- 7.3 AAHE will not accept students from the Agent if it knows or reasonably suspects the Agent to be:
- a) Providing migration advice, unless the Agent is authorised to do so under the Migration Act
 - b) 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 of the National Code (Overseas student transfers)
 - c) Facilitating the enrolment of a student who the Agent believes will not comply with the conditions of his or her visa
- 7.4 Corrective and preventative actions must be appropriate to the breach of requirements by the Agent and could include:
- a) Cancelling the Agent Agreement
 - b) Correcting incorrect information provided to students
 - c) Requiring the Agent to undertake counselling by AAHE about the Agent's responsibilities under this Agreement, the International Code of Conduct and requirements under the National Code.
- 7.5 If the Agent refuses to undertake the required corrective and preventative action, their Agreement may be cancelled.

8. MARKETING CODE OF CONDUCT

- 8.1 The Agent is prohibited from making unsolicited phone calls to prospective students and calls to individuals on the 'do not call' register.
- 8.2 AAHE does not provide any incentive to prospective students to undertake studies with AAHE. Prospective students are strongly encouraged to make an informed decision based on the information on the AAHE website and AAHE marketing material before submitting applications for enrolment. If the Agent is determined by AAHE to be in breach of this protocol, they will be legally liable for any financial or other loss to AAHE and this Agreement with the Agent will be immediately terminated.

9. RIGHTS TO APPEAL

- 9.1 The Agent may appeal against non-renewal of this Agent Agreement. The Agent must address their appeal in writing with any supporting documentation to the AAHE Chief Operating Officer who will review the appeal and if the Agent is eligible for a probationary extension, the Agent Agreement will be valid for up to six months.

10. AAHE RESPONSIBILITIES

- 10.1 AAHE must:
- a) Give the Agent sufficient information to enable the Agent to undertake the services
 - b) Regularly provision and re-stock AAHE promotional material for the Agent's use

- c) Assess completed applications from prospective students within a reasonable time of receipt, noting that AAHE is not obliged to accept prospective students referred by the Agent
- d) Immediately take corrective action or terminate the Agreement with the Agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity or reputation of Australian education and training.

11. CONFIDENTIALITY

- 11.1 The Agent and AAHE acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between them in connection with the preparation and performance this Agreement are regarded as confidential information.
- 11.2 Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure) or (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities.
- 11.3 This Section shall survive the termination of this Agreement for any reason.

12. AGENT'S COMMISSION

- 12.1 Subject to the other provisions of this clause, AAHE will pay the Agent commission after the census date for each semester for each student who:
 - a) is recruited by the Agent and
 - b) has paid the course fee to AAHE and
 - c) remains enrolled on the census date and
 - d) is attending classes and engaging with their studies.
- 12.2 The commission is payable only if the Agent's services have not been terminated due to non-compliance with the terms of this contract.
- 12.3 The Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.
- 12.4 Agent's commission is not paid where the student applies to enrol directly to AAHE or subsequently the Agent was in breach of this Agreement.
- 12.5 No Agent's commission is payable unless the Agent has submitted an invoice in a format approved by AAHE.
- 12.6 No Agent's commission is payable where AAHE has initiated compliance and/or debt recovery proceedings against the student for non-payment of the course fee.

13. TERMINATING THE AGREEMENT

- 13.1 Either party may terminate this Agreement at any time by giving the other party 60 days prior written notice.
- 13.2 If the Agent breaches any provision of this Agreement, AAHE may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.
- 13.3 On termination of this Agreement, the Agent must submit all applications and fees from

prospective students received up to the termination date and immediately cease using any advertising, promotional or other material supplied by AAHE and return all material to AAHE by registered mail or a reputable international courier.

- 13.4 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

14. ASSIGNMENT AND SUBCONTRACTING

- 14.1 The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of AAHE (which may be withheld at its discretion).
- 14.2 The Agent must not subcontract to any person or organisation the performance of any of its obligations under this Agreement without the prior written consent of AAHE (which may be withheld at its discretion).
- 14.3 Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.

15. NOTICES

- 15.1 A notice under this Agreement must be in writing and sent by registered mail, prepaid airmail, or electronic mail to the party at the address set out on page 1, or another address notified under this clause.
- 15.2 A party changing its address, contact number or electronic mail address must give notice of that change to the other party within ten days.

16. ENTIRE AGREEMENT

- 16.1 This Agreement and its schedules constitute the complete and full agreement between the parties as to its subject matter; and in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

17. VARIATION

- 17.1 This Agreement may only be amended in writing, signed by both parties.

18. GOVERNING LAW

- 18.1 This Agreement is governed by and construed in accordance with the law in force in the State of Victoria, Australia.
- 18.2 The parties submit to the non-exclusive jurisdiction of the courts in the State of Victoria, Australia.

Schedule 1

Item 1: Term of Agreement: [insert term]

Item 2: Territory: [insert territory]

Item 3: Agent's Commission:

A commission of 20% of the course fee is payable after the census date for each semester for each student recruited and enrolled by the Agent into the following courses offered by AAHE in accordance with clause 12.1 above:

Program	CRICOS Code
Bachelor of Cybersecurity	113867J
Graduate Certificate in Cybersecurity	113868H
Graduate Certificate in Cybersecurity (Management)	113869G
Graduate Certificate in Cybersecurity (Systems)	113870C
Graduate Diploma in Cybersecurity	113871B
Master of Cybersecurity	113872A

Signed for Australasian Academy of Higher Education Pty Ltd by an Authorised Officer	Signed for the Agent by an Authorised Officer
_____	_____
Signature of Officer	Signature of Officer
_____	_____
Name of Officer	Name of Officer
_____	_____
Position	Position

Signature of Witness

Name of Witness

Date

Signature of Witness

Name of Witness

Date