Best Practice in Education Agent Management

A Guide developed by all members of Victorian TAFE International Inc.

Prepared by VTI Executive Officer, Kate Dempsey with input and advice from members of the VTI On-Shore Special Interest group

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Summary

Development of this document

Victorian TAFE International (VTI) is an association of TAFE (Technical and Further Education) Institutes in Victoria, Australia that conduct international education. Member institutes provide courses onshore for international students as well as delivering Australian qualifications in other countries. The VTI offers a professional development program for international managers in TAFE and this document is the result of a 9-month collaborative project to produce a best practice guide for member institutes when dealing with Education Agents.

At its meeting in April 2010, the Onshore Special Interest Group of VTI decided to undertake this collaborative project in order to develop a practical guide for members to refer to when dealing with Agents. The purpose of the guide is to ensure all members have adequate systems in place and to demonstrate the commitment of VTI members to best practice in agent management. Victorian member TAFEs, which have participated in the development of the initiatives and procedures outlined in *Best Practice in Education Agent Management* are listed below. They have generously provided sample materials with the aim of maintaining and improving the quality of Australian vocational education and training.

Box Hill Institute of TAFE  RMIT University TAFE Division
Bendigo Regional Institute of TAFE  South West Institute of TAFE
Chisholm Institute of TAFE  Sunraysia Institute of TAFE
East Gippsland Institute of TAFE  Swinburne University
The Gordon Institute of TAFE  University of Ballarat TAFE Division
Goulburn Ovens Institute of TAFE  Victoria University, International Branch
Kangan Batman Institute of TAFE  William Angliss Institute of TAFE
Northern Melbourne Institute of TAFE  Wodonga Institute of TAFE

The Board of VTI thanks the VTI Onshore Special Interest Group members who all contributed to the creation of this document. The efforts of Colin Bear, Trish DiVirgilio, Lisa Happ and Stephen Fyffe are especially noted. The Board also acknowledges the considerable work of its Executive Officer, Dr Kate Dempsey in the preparation of this document. Finally thanks to the Victorian State Government’s Department of Industry, Innovation and regional Development (DIIRD) for providing funds to assist with the dissemination of this guide.

Aim of this document

This document aims to build on work done to date in relation to agent monitoring and management and to provide a checklist for VTI member TAFE Institutes to ensure they are engaging in best practice when they select, contract with Education Agents and provide ongoing information and liaison with Agents. With the assistance of the International Education Branch of DIIRD, this document is made available free to all Australian international education providers to assist in their own quality assurance efforts.

There is limited documentation freely available to education providers to assist them in managing risks associated with Education Agent management. The two key (most recent)
documents which aim to assist providers in dealing with Education Agents are the Commonwealth Government (Australian Education International) 2009 document, ‘Using Education Agents’ and the document prepared by the Queensland Department of Education & Training (VET Export Office 2009), ‘International Education Agent Management’. VTI acknowledges their contribution to the field and notes that this document builds on the work undertaken in both these reports.

**How to use this Guide**

The Guide firstly summarises the relevant legislation that informs contractual arrangements with Education Agents. In Section 2 - *Education Agents operating in the Australian Education Market* it then goes on to list general information regarding the Agents with whom VTI members contract in. Section 3 - *Criteria for Assessing, Managing & Evaluating Agent Relationships* outlines the VTI recommended risk management system (describing relationships with Agents as either Gold, Silver or Bronze level). This section also provides detailed criteria for assessing Agents at the three key levels of support in the risk management system. Users of this guide may care to check their own procedures for managing contracts against the criteria outlined.

Following this is Section 4 titled, *VTI Best Practice Initiatives in Agent Management*. This section covers the quality cycle of engagement with Agents, as shown in the diagram below. It has a table which highlights best practice at each step of the relationship with an Education Agent, from assessing suitability, recruitment, contracting, monitoring performance and finally termination of agreement or the development of a new contract in the continuous improvement cycle as shown in the figure below. This table will inform users at each step in their own cycle of continuous improvement, as to where greater effort may be required.

![Diagram of the quality cycle](diagram.png)

Following this table are four appendices with samples, templates and suggestions for how to select, contract, monitor and review the Agent relationship using the same cycle of continuous improvement as outlined in Section 4. Readers of the Guide may use the templates provided and adapt them for their own needs.
Section 1 - Introduction

Education Agents are often the first point of contact between Australian education providers and international students and their families (AEI 2009). Various reports note that at least half of Australia’s international students first seek information about studying in Australia from an Education Agent (Victoria University unpublished student surveys and VET Export Office 2009).1

Therefore it is important that VTI member TAFE Institutes work diligently with Education Agents to ensure they provide sound, up-to-date information to prospective students and their families and represent the interests of the TAFE Institute or dual sector university well. The Agent relationship should be managed transparently to ensure the reputation of international TAFE is maintained. There is limited documentation freely available to education providers to assist them in managing risks associated with Education Agent management. This guide is the result of a 9-month collaboration and the sharing of best practice between 12 TAFE Institutes and four dual sector universities in Victoria. The aim of this document is to build on the work done to date in relation to Agent management.

The key document that all VTI member TAFE Institutes abide by is the ESOS (Educational Services for Overseas Students) Act and its accompanying National Code. It is the National Code that stipulates the requirements for working with Education Agents for CRICOS (Commonwealth Register of Institutes and Courses for Overseas Students) registered providers. It is summarised below. Recently this Act was reviewed and a summary of the changes recommended by the review (the Baird Review of ESOS) is provided below.

Requirements of the ESOS Act and the National Code

The aim of the National Code is to develop best practice in ensuring Agents have appropriate knowledge and understanding of Australian international education. Standard 4 of the National Code relates to Australian education providers’ dealings with education agents. It requires:

A written agreement with each Agent that will specify
- Responsibilities of each party
- Processes for monitoring the activities of the Education Agent
- Termination conditions

Providers must ensure their Agent has access to up-to-date and accurate marketing information. Providers must not engage with dishonest Agents and if dishonesty is discovered, the education provider must terminate the contract. Dishonesty is defined as
- Taking transferred students before the time limit is up
- Taking students who the Agent believes will not comply with visa conditions
- Creating a CoE (Confirmation of Enrolment) for non genuine students
- Agent also provides immigration advice (unless authorised)

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Standard 4 of the National Code relating to Education Agents

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

4.1
The provider must have a written agreement with each agent that recruits for it. The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code. The agreement must include:
   a. Processes for monitoring the activities of the education agent, including where corrective action may be required; and
   b. Termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.

4.2
The registered provider must ensure that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 (Marketing information and practices).

4.3
The registered provider must not accept students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:
   a. Engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers);
   b. Facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
   c. Using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student; or
   d. Providing immigration advice where not authorised under the Migration Act 1958 to do so.

4.4
Where the registered provider has entered into an agreement with an education agent and subsequently becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct set out in Standard 4.3, the registered provider must terminate the agreement with the education agent. This paragraph does not apply where an individual employee or sub-contractor of the education agent was responsible for the conduct set out in Standard 4.3 and the education agent has terminated the relationship with that individual employee or sub-contractor.

4.5
The registered provider must take immediate corrective and preventative action upon the registered provider becoming aware of an education agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.
**Baird Review of ESOS**

The recent 2010 Baird Review of the ESOS Act recommends further restrictions and penalties in relation to Education Agents and these are progressively being introduced. Therefore the VTI will adopt measures in relation to these recommendations.

- VTI member institutes will disclose to students and the State regulating authority - VRQA (Victorian Regulations and Qualifications Authority), names of and payments made to Agents
- VTI member institutes will ensure that student agreement letters describe course, course costs, refund provisions, and transfer limitations
- This guide states clearly that no VTI member will pay any commission or inducement to anyone for securing a transfer of a student to a course or enrol a student who has yet to complete an initial course of study.

**The Aim of this Document**

This document aims to build on work done to date in relation to agent monitoring and management and to provide a checklist for VTI member TAFE Institutes to ensure they are engaging in best practice when they select, contract and provide ongoing information and liaison with Agents.

The two key (most recent) documents which aim to assist providers in dealing with Education Agents are the Commonwealth Government (Australian Education International) 2009 document, ‘Using Education Agents’ and the Queensland Department of Education & Training (VET Export Office 2009) document, ‘International Education Agent Management’. VTI acknowledges the contribution to the field of both these documents and notes that this current guide builds on the work undertaken in both these reports.

The Guide is set out in four sections, with an additional four Appendices showing practical examples of how to ensure best practice can be maintained at each stage of the quality cycle. The Appendices provide samples of what can be done, and which may be modified for local use.

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<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>Section 1 - Introduction</td>
<td>Outlines the background to this Guide.</td>
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<td>Section 2 - Education Agents operating in the Australian Education Market</td>
<td>Details Education Agents working with VTI members.</td>
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<tr>
<td>Section 3 - Criteria for Assessing, Managing &amp; Evaluating Agent Relationships</td>
<td>Outlines the VTI recommended risk management system (describing relationships with Agents as either Gold, Silver or Bronze level). This section also provides detailed criteria for assessing Agents at the three key levels of support in the risk management system.</td>
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### Section 4 - VTI Best Practice Initiatives in Agent Management

This section covers the quality cycle of engagement with Agents. It has a table which highlights best practice at each step of the relationship with an Education Agent, from assessing suitability, recruitment, contracting, monitoring performance and finally termination of agreement or the development of a new contract in the continuous improvement cycle.

### Appendices

Provides samples, templates and suggestions for how to select, contract an Agent, monitor and review the relationship using the same cycle of continuous improvement as outlined in Section 4.
Section 2 - Education Agents operating in the Australian Education Market

Education Agents that recruit for VTI members

VTI member institutes deal with many Education Agents in many different regions of the world. Collectively, on their websites, members list hundreds of different companies with which they have relationships. Table 1 shows the largest companies offering student recruitment in the Victorian TAFE market.

Table 1 Top 10 Agents Used By VTI Members (Largest Number of Offices World Wide)

<table>
<thead>
<tr>
<th>Agent</th>
<th>No of Offices</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDP Education Australia</td>
<td>89</td>
</tr>
<tr>
<td>Sonya International Education Centre (SIEC)</td>
<td>23</td>
</tr>
<tr>
<td>EduGlobal</td>
<td>21</td>
</tr>
<tr>
<td>EDLINK &amp; Connex</td>
<td>20</td>
</tr>
<tr>
<td>Oceanic Consultants Australia P/L</td>
<td>20</td>
</tr>
<tr>
<td>Planet Education</td>
<td>19</td>
</tr>
<tr>
<td>Global Reach</td>
<td>17</td>
</tr>
<tr>
<td>AusEd International Pty Ltd</td>
<td>16</td>
</tr>
<tr>
<td>EIC Group</td>
<td>15</td>
</tr>
<tr>
<td>Pac Asia Services Pty Ltd</td>
<td>15</td>
</tr>
</tbody>
</table>

Source: This information is taken from member websites and some double counting of office numbers may be possible due to different ways of listing agents

IDP (originally International Development Program) is the largest company and was set up in 1969 as an initiative of Australian universities to strengthen teaching and research in Asian countries. It received funding from the Australian Government as an aid agency. In 1994, it changed its name to IDP Australia and focused on international student recruitment, overseas aid and English language testing (it partnered with the British Council and Cambridge University to form IELTS, which is the International English Language Testing System). The company is now partly owned by the universities and also by SEEK Ltd., an internet-based employment listing company. It operates more than 75 offices across 29 countries2.

VTI members have contracted relationships with Agents in more than 50 countries from Austria to Zimbabwe. Taking India as an example, VTI members’ websites show that collectively they work with over 50 Education Agent businesses across that country. Those Agents with multiple office locations include Dilinger Consultants in six Indian regional locations, Global Reach in 11 locations, IDP Education Australia in 15 locations, Kangaroo Studies in 12 locations, Oceanic Consultants in 20 locations, PAC Asia in 12 locations, Planet Education in 19 locations and Sonya International Education Centres in 22 locations

2 http://www.idp.com/about_idp/about_us/welcome_to_idp.aspx
across India. Since the largest source countries for Victoria’s international students over recent years, have been India and China, it makes sense that VTI members have relationships primarily with Education Agents in these countries. Many of the larger Education Agents also have offices in Australia and this is reflected in Table 2.

Although it is known that some Agents recruit students through what are called ‘sub agents’, best practice requires that education providers do not deal with sub agents and contractual arrangements with Education Agents will specifically note this fact. This ensures compliance with the provisions of the ESOS Act.

**Table 2 Countries where VTI Members have Education Agent Relationships (Top 10 Countries)**

<table>
<thead>
<tr>
<th>Country</th>
<th>No. of Agents that Members Work With</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia</td>
<td>86</td>
</tr>
<tr>
<td>India</td>
<td>72</td>
</tr>
<tr>
<td>China</td>
<td>54</td>
</tr>
<tr>
<td>Indonesia</td>
<td>52</td>
</tr>
<tr>
<td>Malaysia</td>
<td>26</td>
</tr>
<tr>
<td>Vietnam</td>
<td>18</td>
</tr>
<tr>
<td>Pakistan</td>
<td>15</td>
</tr>
<tr>
<td>Thailand</td>
<td>13</td>
</tr>
<tr>
<td>Saudi Arabia</td>
<td>10</td>
</tr>
<tr>
<td>Germany</td>
<td>7</td>
</tr>
</tbody>
</table>

*Source: member websites*

**Recent Survey Data on Education Agents**

PIER (Professional International Education Resources) is a business based in Queensland that offers an online Diploma of International Education Services to staff in international education and it also offers the Education Agent Training Course (EATC). PIER communicates with over 2000 education agencies from 118 countries operating in international education. 1810 education agents from 59 countries have successfully taken the EATC formal assessment since 2005. One third of these Education Agents are based in Australia, with the next largest share of qualified Agents based in China (17% of those who have completed the PIER course).

The PIER course does not provide clients with information on how to set up as an Education Agent, rather its aim is to encourage excellence in service delivery and to provide Education Agents with information about the Australian education system, quality assurance issues, the Australian visa regulation system and to help Agents keep up to date on changes and developments in international education services. Specifically the course (conducted online) covers:

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3 Data current at end September 2010 This data is the property of IES Ltd. Used with permission from PIER Manager Paula Dunstan
• Australia, the AQF (Australian Quality Framework) and career trends
• Legislation and regulations
• Working effectively in international education
• Professional standards and ethics

VTI members recommend this course to their contracted Agents.

Recent survey results and focus group feedback from PIER shows that 91% of 126 surveyed Agents recruit for Australia, and 88% of surveyed Agents prefer to recruit for Australia. Nearly 60% of those Agents surveyed are small businesses with less than 6 employees, while 12% employ more than 20 staff. Sixty-six percent of the surveyed Agents indicated that they represent more than 20 education providers (12% represent 1-5 providers).

The surveyed Agents report that they are required to employ Qualified Education Agent Counsellors (those who have successfully completed the PIER Agent course) as part of their agreements with some (47%), or all (21%), of their education providers. Eighty-four percent of Agents agreed that their education providers always provided current information about programs and services, although 66% reported that they needed to remind the providers to supply this material (data from focus groups 2009). A small, but concerning figure of 6% of Education Agents reported that education providers never visit their offices. While 39% reported that education providers visit their offices once a year.

In conclusion, this brief overview suggests that VTI members and no doubt other education providers across Australia, contract with a significant number of Education Agents in many countries. The PIER survey suggests many of them are small businesses and they have contractual arrangements to recruit students for many education providers. This raises the question: how can providers know they are getting a good service from their Agents? Eighty-six percent of the PIER surveyed Agents believe they should have the EATC, and this is also recommended by VTI, but of course those surveyed already have a connection with PIER. Since the arena of Education Agent is not comprehensively regulated (except under the ESOS Act) it is incumbent on VTI members to ensure they deal fairly, transparently and ethically with Agents and that they have a process for determining if they are receiving value for the commissions they pay Agents. This is discussed in the next section.
Section 3 – Criteria for Assessing, Managing & Evaluating Agent Relationships

Methods used to assess the value of Education Agents by VTI Members

VTI Member TAFE Institutes use a range of methods to assess and ensure their Education Agents are providing a good service both for their institute and for students. Before engaging in a contract with an Education Agent, members take an application from an Agent they undertake a reference check, where practical they visit the Agent in country and they often survey students to ascertain their sense of the usefulness and value of Agents (examples are provide in the Appendices). In addition, they each have appraisal and review of the performance of the Agent against various criteria and depending on the contract duration of each agent.

All these methods serve the purpose of ascertaining the level of support for students provided by various Agents, the counselling of prospective students and the level of the commitment the Agent has for the Institute.

Levels of Support offered in Contracts with Education Agents

Member Institutes have contracts with many Agents, with some Agents providing substantial services to the Institute and other Agents providing a basic service only. In this section we discuss the different levels of service and assistance provided by Education Agents under contract. All Agents with which the member Institute engages must have a contract. The Queensland VET Export Office report recommends the categories of ‘basic’, ‘intermediate’ and ‘high’ for the services that Agents offer for education providers. The characteristics of each category are outlined in the Table 3 Levels of Agent Support below. The VTI has developed its own ranking according to the services provided and the associated risk with Agents, which builds on the categories highlighted in Table 3, but differs in significant ways.

Table 3 Levels of Agent Support

<table>
<thead>
<tr>
<th>Services</th>
<th>Basic</th>
<th>Intermediate</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Promotion</td>
<td>Easily available Accessible in shop front</td>
<td>Joint promotions when provider in is the market</td>
<td>Regional advertising campaigns, agent representing provider at events</td>
</tr>
<tr>
<td>Marketing</td>
<td>None</td>
<td>Translating marketing material Provider involvement in the agent’s marketing plan</td>
<td>Exclusive marketing plan organised by the agent including marketing events and advertising</td>
</tr>
<tr>
<td><strong>Market Research</strong></td>
<td>Basic information on market features</td>
<td>New market trends and demands as they come to light</td>
<td>Follow up in market for students who have not converted to enrolments</td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------------------------</td>
<td>-------------------------------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>New market trends and demands as they come to light</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Customer Service</strong></td>
<td>Student counselling Advice on educational application Assistance with visa application Pre-departure orientation</td>
<td>Advice on migration and visa application (if registered) English language testing</td>
<td>Issuing offer letters &amp; CoEs on behalf of provider</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Alumni</strong></td>
<td>None</td>
<td>Alumni events and follow up</td>
<td>Maintaining in country alumni database</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Business Development</strong></td>
<td>None</td>
<td>Advisory service for partnerships in education and industry</td>
<td>Partnership and negotiation on behalf of provider</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Servicing for regional areas</strong></td>
<td>None</td>
<td>Through regional events and promotion</td>
<td>Through regional offices and sub-agents</td>
</tr>
</tbody>
</table>


It does occur occasionally that an Agent that does not already have a contractual arrangement with an institute may send a student (where the student specifically requests enrolment to the particular Institute). In this circumstance, it is acceptable to enrol the student and pay commission to the Agent. However it is made clear in a letter of offer that the Agent is not contracted to the Institute.

VTI Members do this by inserting in the letter of offer to the student, a sentence to the effect… “Please note that as [name of Agent] does not have an agent representation agreement with XTAFE, XTAFE is not bound to the actions of this agent under the ESOS Act.” A copy of this correspondence is also sent to the Agent. Best practice requires that this is not common practice and the Agent must give assurances that it is not actively marketing the Institute. If this Agent indicates it can provide more students, then it will be assessed as worthy of a contract or not. ESOS provisions dictate that Institutes must not “trial” Agents by asking them to provide a certain number of students before processing an application for an agency contract.

Victorian TAFE International members demonstrate their commitment to best practice by putting in place initiatives to minimise any risk associated with their relationships with Education Agents. Members actively manage risk; ensuring contracts are detailed and clear, and communication is timely and transparent. VTI members use a system of risk management such as that proposed below. As uncertainty levels decrease in a relationship...
with an Education Agent, the Agent is granted a different status; they may move from Bronze level to Silver and finally to Gold status. These risk levels are described below.

(a) Agents Providing Basic Services (Bronze Level)

For Agents that the member Institute contracts for basic services only, a contract of 12 months is recommended. In addition to a formal contract, the Institute will provide Agents with:

- Program information and promotional materials
- Access to a country manager (in Australia) as first contact point
- Access to forms on the institute website
- Guidelines on use of institute logo
- Marketing plan agreed with country manager
- Agreed targets for applications converting to enrolments (part of contract).

In cases of best practice, members will also provide access to an Agent Manual or some form of guide on processes and procedures for assisting students with applications. This guide may be provided on line.

In return the Institute will expect:

- Promotional material to be easily accessible by prospective students
- Basic information on market features to be provided
- Student course counselling
- Advice on student educational application
- Assistance with visa application
- Pre-departure orientation
- Agent website must show that the institute is represented by them (reciprocal).

(b) Agents Providing Intermediate Level Services (Silver Level)

For Agents that the Institute contracts for intermediate services, a contract of 1-2 years is recommended. In addition to a formal contract and all the services described in the Bronze category above, the Institute will also provide the Agent with:

- A marketing plan with higher levels of support offered by the institute for example:
  - All the services described in the Bronze category above
  - Visit the Agent
  - Promotional support
  - Joint promotion at trade fairs
  - Translation of marketing material
  - Training regarding Institute courses and procedures (key personnel only).

In return the Institute will expect:

- Higher numbers of enrolments provided by the Agent
- Advice on new market trends and demands as they come to light
- English language testing arranged by the Agent
- Thorough regional marketing of the Institute and its offerings.
(c) Agents Providing High Level Services (Gold Level)

For those Agents that provide a significant number of students for the Institute, Gold level status is awarded. Contracts will be given typically for 2 to 3 years, although a review is conducted annually. In addition to all the services as described in the Bronze and Silver categories above, the Institute typically will also provide the Agent with:

- Paid visit to Australia by key personnel (for those who provide scholarship students, or many students across several courses)
- Contribution to the costs of staff visits to visit Australia
- Bonus commission, typically based on achieving a predetermined target
- Priority processing of applications and confirmation of enrolments from that Agent
- Training regarding Institute courses and procedures (for all/most branch offices)
- Certificate noting Gold Level Status with the Institute.

In return the Institute will expect:

- Key staff to have completed the PIER Education Agent Training Course (Institute may cover some of these costs)
- Key staff to be listed on the PIER website (http://www.pieronline.org/geac/default.aspx)
- High conversion rate from student enquiry to course commencement
- Prompt payment of student fees
- Follow up of students who did not convert to enrolments
- In country market intelligence provided
- Diverse student base recruited (diverse types of students for a diverse range of courses)
- Students stay with the Institute for the course duration (i.e. higher than average retention rates)
- Introduction to possible partner institute in that region (for pathway opportunities)
- Representation in the region (not just the one location).

Best practice suggests that institutes should assess their agent relationships according to the categories of ‘gold, silver or bronze’. For continuous improvement purposes, the elements of each category should be made known to each Agent so that they may aspire to upgrade their relationship with the Institute. Some Agents may have contracts with the Institute that fall below the basic level (bronze) category. It is advisable that those Agent agreements should be reviewed annually for their ongoing strategic value to the Institute and for recommendation for either termination of the contract or movement to the bronze level.

Many member Institutes also provide awards annually for best performance by an Agent, where certificates are given to Agents.

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4 The Qld Best Practice Guide (2009) suggests Agents in this category may also issue CoEs on behalf of the provider and may represent the provider at events. VTI members do not follow this advice and believe it is best practice to maintain control over issuing of CoEs and while they may partner with an Agent in regional advertising they always maintain their own presence in marketing events.
Criteria which member Institutes use to determine levels of support

VTI member institutes use a range of criteria for assessing the level of performance of Agents with whom they have contracts. They do this as a normal part of managing their contractual obligations and also for monitoring the ongoing performance of the Agent. The key assessment criterion centres around how many students the Agent provides to the Institute. Best practice allows more specific measures to be developed which consider how many of these students accept an offer of a place and commence and then complete the course. VTI members have developed recommended criteria for assessing agent performance including targets and ratios to meet in a contract period and these are described below.

Recommended Criteria for assessing agent performance

1. **Agreed Target** – How many students were recruited in the contract period.
2. **Quality Ratio** - Application to Offer conversion rate (Offers divided by Applications). An Agent’s conversion rate should be measured against a predetermined target or against the average for the country/region that the agent operates in.
3. **Acceptance Ratio** – Offer to Acceptance conversion rate (Acceptances divided by Offers). An Agent’s conversion rate should be measured against a predetermined target or against the average for the country/region that the agent operates in.
4. **Productivity Rate** – Application to Acceptance conversion rate (Acceptances divided by Applications). An Agent’s conversion rate should be measured against a predetermined target or against the average for the country/region that the agent operates in.
5. **Diversity of program applications** – Broad range of courses demonstrably marketed to students.
6. **Contract** – Adherence to all contractual obligations in a timely manner. This is also reviewed over time (i.e. is the Agent performing better this year than last?).
7. **Communication** – Communication in a timely manner with the Institute.
8. **Complaints** – Any complaint made is assessed and reported back to the Institute in a timely manner.
9. **Training** – Key staff in newly contracted Agents are required to undertake the PIER Education Agent Training. Staff within existing contracted Agents must demonstrate a staff development strategy for existing staff to undertake this training (undertaking this training can assist Agents to move to a higher level of support).
10. **Change** – Assessment is made of any changes within the Agent’s operations (business name, partners, staff changes).
11. **Relative position** – Agents are assessed against the performance of other contracted Agents in the same region (if they fall in the ranking, their contracts are re-assessed).
12. **Compliance** – Use of logo, transfer of students within the ESOS regulations, and any unethical practices evidenced by provider.

Payment of Commissions to Education Agents

VTI Member Institutes are aware that a range of commission structures may exist in the international education market, however they argue that best practice requires a payment range between 10% and 20% of a student’s first year tuition fees be paid to Agents for
securing students for the Institute. If payments are made above this range, then the opportunity to provide a quality educational experience for students may diminish.

**VTI recommended commission pay scale**

- 15% of first year student tuition fee for an undergraduate/diploma or two year course
- 20% of the total program fee for shorter courses including ELICOS (English Language Intensive Courses for Overseas Students)

VTI members’ common practice is to pay additional commission for any new (second or subsequent) course undertaken by a student.

Bonus commissions may be paid for special cases, for example to encourage enrolments from emerging markets. This would not exceed 5% of the first year tuition fee. VTI members recommend that if such a bonus commission were to be paid, it should only be paid to Gold level agents. A target is set with the Agent at the time of contract negotiations and the bonus commission only comes into play once the target or targets are exceeded.

Payment of commissions is made to the Education Agent after enrolment is confirmed. Each Institute has a date after which refunds will not be granted to students who decide to withdraw. For some VTI members this is called the ‘student census cut-off date’ or it may be called ‘the refund cut-off date’. It is after this date that Agents are paid their commission.

The following pages outline the VTI endorsed guide to management of Education Agents. It is followed by appendices with templates, examples and proformas for education providers to use to assist in continuous improvement initiatives.
Section 4 - VTI Best Practice Initiatives in Agent Management

This section of the VTI Guide has a checklist covering members’ combined knowledge and experience of best practice initiatives in agent recruitment and monitoring. The checklist notes actions that VTI members undertake in agent management in accordance with the National Code. Essentially these items cover due diligence in contractual arrangements with Education Agents and fall into four broad categories.

The categories cover the strategic ‘life cycle’ of dealing with Agents from assessing their suitability, contracting with them for services, monitoring the delivery of the services, termination of contracts (including creating a new contract) and finally consideration of what can be learned for continuous improvement.
<table>
<thead>
<tr>
<th>Strategic Cycle of Agent Management</th>
<th>Areas of knowledge required</th>
<th>Checklist of Best Practice initiatives</th>
<th>Proformas/Examples</th>
</tr>
</thead>
</table>
| **Assessment of agents**          | - Knowledge & understanding of Agent company profile  
- Knowledge of the owners and executives of the company | • Financial probity and proof of business licences  
• Length of time in the business (must be more than 2 years)  
• Two Australian based referees (govt providers, not private providers)  
• Two student referees  
• Assessment of agent knowledge of DIAC and visa application process  
• Assessment of agent understanding of ESOS and National Code  
• Memberships or licenses they hold (registration if in China)  
• Do they have any qualifications (for e.g., the PIER Agent course)  
• Are they also migration agents  
• Proforma to find out how much they know about their market area  
• How many students they advise annually  
• Their plan to promote your organisation  
• The contract outlines termination clauses  
• Number of offices of agent  
• Experience of staff  
• Agent website quality | Approved Representative Application Form  
Appointing a new Agent Procedure  
Agent reference checklist  
Marketing plan which demonstrates Agent capacity |
<table>
<thead>
<tr>
<th>Strategic Cycle of Agent Management</th>
<th>Areas of knowledge required</th>
<th>Checklist of Best Practice initiatives</th>
<th>Proformas/Examples</th>
</tr>
</thead>
</table>
| Recruitment of agents               | - The contract should specify exact roles and responsibilities for agents and specific territories they cover for you  
- The contract should note the timely manner in which services are to be provided & when and how agent performance is measured  
- Training of Agents may also be needed  
- Contracts should also indicate if insurances are required of the Agent (this will depend on the jurisdiction and scale of operation of the Agent) | - How will they be paid (and when)  
- Contract to specify KPIs, targets, duration, incentives, times to process forms, specify exact roles and responsibilities for Agents and specific territories they cover for you  
- Termination clauses  
- Agents encouraged to undertake PIER Agent Training Course  
- Agents required to undertake ISANA National Code training  
- Providers may have an Agent log in or web portal or an Agent Manual which details requirements  
- Agent to have Public Liability and Professional Indemnity insurances (where relevant) | Agent Induction Checklist  
Agent Handbook[^5]  
Payment Procedure |

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[^5]: see [http://www.flinders.edu.au/shadomx/apps/fms/fmsdownload.cfm?file_uuid=6FE60BDC-0D87-EC94-C4B8-0692B201DB0F&siteName=flinders](http://www.flinders.edu.au/shadomx/apps/fms/fmsdownload.cfm?file_uuid=6FE60BDC-0D87-EC94-C4B8-0692B201DB0F&siteName=flinders)
**Strategic Cycle of Agent Management**

<table>
<thead>
<tr>
<th>Areas of knowledge required</th>
<th>Checklist of Best Practice initiatives</th>
<th>Proformas/Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication with agent</td>
<td></td>
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</tr>
<tr>
<td>over the course of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>agreement</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Oversee their plan to promote your organisation
- Specify when and how is their performance measured

- Update agents on your plans and directions, provide them with information about your programs, courses
- Assess how they assist students to apply
- Oversee how will they be paid (and when)
- Oversee any changes in roles and responsibilities for agents and specific territories they cover for you
- Ensure they have up to date market information (and what this covers)
- Communication with agents
- Oversee records pertaining to agents

advised to regularly view the institute website for up to date information. Institutes also have regular agent newsletters/emails blasts

See Section 4 of this Guide
<table>
<thead>
<tr>
<th>Strategic Cycle of Agent Management</th>
<th>Areas of knowledge required</th>
<th>Checklist of Best Practice initiatives</th>
<th>Proformas/Examples</th>
</tr>
</thead>
</table>
| Continuous Improvement              |                             | • Agents at risk (those not meeting targets)  
• Country advisors provide feedback and Agent given notice of potential contract non renewal  
• Agent asked to explain  
• Each Agent has one file, all documents relating to contracts and targets are in the file  
• If contract renewed after complaint, it is at the basic level only  | All reviews to occur within the time frame of the contract. See samples in appendices  
Best possible system is one that allows the data to be visible to the user and is integrated with other data systems of the institute  
Student profile shows which Agent recruited the student |
Appendices

1. Assessing Agent Suitability and Recruitment
   Sample #1 Agent Appointment Monitoring and Termination Policy
   Sample #2 Agent Appointment Monitoring and Termination Policy
   Sample #3 Agent Selection Procedure
   Sample #4 Agent Application Questionnaire
   Sample #5 Agent Reference Check (example #1)
   Sample #6 Agent Reference Check (example #2)
   Sample #7 Approved Representative Application Form
   Sample #8 Agent Evaluation Form (example #1)
   Sample #9 Agent Evaluation Form (example #2)

2. Contract and Fee Information
   Sample #1 Agent Contract
   Sample #2 New Agent Handbook Example from Flinders University (Contents Page)
   Sample #3 Agent Payments & Commissions Fee Refunds Policy

3. Monitoring Performance and Delivery of Services
   Sample #1 Agent Student Acceptance Checklist
   Sample #2 Agent Visit Evaluation Form
   Sample #3 Example of Agent Review Procedure
   Sample #4 Agent Evaluation Form (example #1)
   Sample #5 Agent Evaluation Form (example #2)
   Sample #6 Survey of Student Satisfaction with Education Agent

4. Termination of Contract
   Sample #1 Agent Warning Letter Template
   Sample #2 Agent Termination Procedure
   Sample #3 Agent Agreement Termination Form
   Sample #4 Agent Agreement Termination Letter
Purpose

X TAFE’s Agents are often the first point of contact between prospective Students and the Australian international education industry. Their activities and ethics are important to Australia’s reputation as a desirable destination for Students. The Institute is therefore committed to ensuring its Agents act ethically and appropriately.

To this end, the Institute requires its Agents to have an appropriate knowledge and understanding of the Australian international education industry and to act honestly and with integrity.

This policy aims to ensure that the actions of its appointed Agents are ethical and comply with the Institute’s obligations under the:

ESOS ACT;
ESOS Regulations;
National Code;
Migration Act; and
Migration Regulations.

Scope

This Policy applies to:

Agents of the Institute; and
Staff of the Institute and at Partner Providers involved in the recruitment, and monitoring of Agents for the Institute.

Definitions

Agent: An accredited person or organisation with the authority to promote the Institute’s programs and services to Students or intending Students in nominated regions.
Agent Agreement: Agreement between the Institute and the Agent including the Schedules.
CRICOS: Commonwealth Register of Institutions and Courses for Overseas Students.
ESOS Act: Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.

ESOS Regulations: Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.


Partner Provider: Educational institution providing programs and courses of the Institute through an approved Education Agreement.

Prospective Student: A person who intends to become, or who has taken any steps towards becoming, a Student an 'overseas Student' or 'intending overseas Student' as defined by the ESOS Act.

Relevant Legislation: the ESOS Act 2000 (Cth); the ESOS Regulations 2001 (Cth); the Migration Act 1958 (Cth); the Migration Regulations 1994 (Cth); the PPNational Code; and any other legislation or regulations relevant to governing the provision of education to overseas Students in Australia.

Student: A person who holds an Australian Student Visa and is an 'overseas Student' as defined by the ESOS Act.

Policy Statement

The Institute will only appoint Agents whose company is registered in the relevant country, state or province and if relevant in Australia. All appointed Agents must have completed the Approved Agent Application Form to become an official agent for the Institute and had a referee check completed by the Manager, International or nominee.

The Institute will conduct an annual audit including ongoing reviews and offer students the opportunity to complete a Student Post Arrival Appraisal of Agent form.

The Institute may terminate an Agent’s appointment where the Institute knows or has a reasonable suspicion that an Agent may have been engaged in Unprofessional Conduct.

The Institute retains the right to veto any Agent activity that in the Institute’s opinion is not compliant with:

The Agent Agreement; or
Any Relevant Legislation; or
Any information provided to the Agent by the Institute.

Responsibility

Manager, International.

Legislative Context

Education Services for Overseas Students Act 2000.
ESOS Regulations 2001.
The ESOS (Registration Charges) Act 1997.
X Institute of TAFE Act 1993.
The Migration Act 1958.
The Migration Regulations 1994.

Associated Documents

Agent Appointment Procedure.
Agent Monitoring and Termination Procedure.

Implementation

The Agent Appointment Monitoring and Termination Policy will be implemented throughout the Institute via: an Announcement Notice under ‘XTAFE Communicate’ on the ‘mytafe Gateway’ website and through the Institute Policy - ‘Recently Approved Documents’ webpage to alert the Institute-wide community of the approved Policy; inclusion on the Institute Policy, Procedure and Forms website; and an email alert to all Agents to inform them of the update.

Document Index

Authorised by: Head, Corporate Services
Original Issue: 28/08/2009
Document Owner: Manager, International
Current Version: 12/05/2010
CRICOS Provider Number: 000000D
Review Date: 01/05/2014
1. **Purpose**
The Representatives of the X Institute of TAFE are often the first point of contact between perspectives students and the Institute. Their activities and integrity are important to the Institute’s reputation as a desirable destination for students. The Institute therefore committed to only appointing Agents who will act ethically and appropriately. The Institute monitors Agent activities according to standard 4 of the National Code and acts immediately to prevent of correct negligent, carless or incompetent and dishonest practices.

2. **Scope**
The procedure applies to:
- Agent of X Institute of TAFE (Including Sub-Contractors of the Agent and all employees)
- Staff of International student Unit who are involved in monitoring the activities of Agents.

3. **Definitions**

**CRICOS**: Commonwealth Register of Institutions and Courses for Overseas Students.

**DEEWR**: Department of Education, Employment & Workplace Relations

**DIAC**: Department of Immigration and Citizenship

**ESOS Act**: Education Services for Overseas Students Act 2000.

**ESOS Regulations**: Education Services for Overseas Students Regulations 2001.


**Prospective Student**: A person who intends to become, or who has taken any steps towards becoming, a Student, an 'Overseas Student' or 'Intending Overseas Student' as defined by the ESOS Act.

**Agent**: An accredited person or organisation with the authority to promote the X Institute of TAFE’s courses and services to Students or intending Students in nominated regions.

**Agent Agreement**: The agreement between X Institute of TAFE and the Agent including the Schedules.

**International Student**: A person holding an Australian Student visa and is defined as an ‘Overseas Student’ in the ESOS ACT.
4. Actions
4.1.1 The X Institute of TAFE monitors Agents as follows;
4.1.2 Telephone, teleconference and meetings
4.1.3 Regular reports form Agent
4.1.4 Performance benchmarks included in Agent Agreement

5.1 Agent Performance Appraisal

5.1.1 The performance of each Agent will be monitored and reviewed by X Institute of TAFE.

5.1.2 X Institute of TAFE will consider the performance of the Agent to decide whether to:

5.1.2.1 Maintain the Agent’s appointment;
5.1.2.2 Appoint the Agent for a further year subject to certain conditions; or
5.1.2.3 Terminate the Agent’s appointment in Accordance with Termination of an Agent within this Procedure.

5.1.3 In considering the performance of the Agent under Item 5.1.2, International staff will complete the International Agent Performance Appraisal form and consider:

5.1.3.1 The Agent’s compliance with the Agents Agreement and any conditions placed on the Agent by the Institute;
5.1.3.2 The recruitment activities which the Agent has completed, and the conversion rate of:
5.1.3.3 Student Applications to the Institute Offers; and
5.1.3.4 The Institute Offers to actual enrolment of Students;
5.1.3.5 The reasons why applications from potential students did not proceed to student enrolment status;
5.1.3.6 Agent Marketing Materials and Information access;
5.1.3.7 Any informal/verbal feedback or information from students or third parties regarding the Agent;
5.1.3.8 The number of student’s transferring to other educational providers and the reasons for any transfer.

5.2 Re-appointment of a Agent

5.2.1 If, following an Agent Performance Appraisal, the Institute is satisfied that the Agent has not engaged in unprofessional conduct, and has met satisfactory performance criteria a new Agent Agreement may be offered to the Agent.

5.2.2 The new Agent Agreement is to be updated to include any new DIAC or DEEWR or Institute regulations or requirements.

5.2.3 Staff in the International office file the new Agent Agreement and a copy of the completed ISU Agent Performance Appraisal Form on the Agent’s file.
5.3 Termination of a Agent

5.3.1 If the Institute becomes aware or reasonably suspects that an Agent has engaged in unprofessional conduct, the Director, Business Development writes to the Agent with a warning regarding any unprofessional conduct.

5.3.2 The Agent must provide a written response within 10 working days of the date of the letter as specified above in Item 5.3.1.

5.3.3 After 10 working Days from the date of the letter as referred to in Item 5.3.1, the Director, Business Development may consider the Agent's performance in light of:

5.3.3.1 The response of the Agent to the letter referred to in Item 5.3.1;
5.3.3.2 Whether the Agent engaged in unprofessional conduct; and
5.3.3.3 The considerations contained in the ISU Agent Performance Appraisal Items 5.1.3.

5.3.4 After considering the Agent's conduct and performance, the Director, Business Development may:

5.3.4.1 Require the Agent to undertake further training;
5.3.4.2 Maintain the Agent's appointment;
5.3.4.3 Warn the Agent;
5.3.4.4 Suspend the Agent's appointment;
5.3.4.5 Maintain the Agent's appointment subject to certain conditions; or
5.3.4.6 Terminate the Agent's appointment immediately.

5.3.5 The Director, Business Development must terminate the appointment of an Agent if he or she knows or reasonably suspects the Agent may have been engaged in unprofessional conduct.

5.3.6 Where the Director, Business Development has made a decision as stated in Item 5.3.4 above, he or she may disclose that decision and the reasons for it to other people, organisations, bodies or professional associations, including the Agent's employer. Any disclosure must be made in accordance with the Institute Privacy Policy.

5.3.7 If the Director, Business Development decides to terminate an Agent's appointment, the Director should

5.3.7.1 Advise in writing to the Agent that his or her appointment has been terminated;
5.3.7.2 Notify the International Students Unit of the termination of the Agent and advise staff that no further applications are to be accepted from the Agent.

6. Associated Documents

ESOS Compliance and Policy Framework
Agent Appointment, Monitoring & Termination Policy
Agent Agreement
Privacy Policy
Agent Appointment Procedure

7. References

Education Services for Overseas Students Act 2000
ESOS Regulation 2001
The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (The National Code)
The ESOS (Registration Charges) Act 1997
The Migration Act 1958
The Migration Regulations 1994

8. Forms/Record Keeping

<table>
<thead>
<tr>
<th>Title</th>
<th>Location</th>
<th>Responsible Officer</th>
<th>Minimum Retention Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent Agreement</td>
<td>International Unit</td>
<td>Director for Business Development</td>
<td>7 years after contract has expired</td>
</tr>
</tbody>
</table>
Appendix 1
Agent Selection Procedure
Sample #3

Appointing a New Representative (Agent) Procedure

Purpose
This process ensures <<Institute>> complies with the ESOS Act 2000 and the National Code 2007, with regards to entering into a formal relationship with an education representative (agent).

Scope
This procedure is to be applied to all representatives (agents) with whom <<Institute>> wishes to enter an agency (services) agreement. All representatives (agents) must have signed a formal agreement with <<Institute>> before <<Institute>> will pay any representative (agent) a commission.

Authority
<<Insert position title and responsible area>>

Documentation
Prospective Representative Online Application via:
Representative Application Rejection Email Template
Representative Application Approval Email Template
Representative Referee Request Email/Letter Template
Representative Services Agreement Cover Letter Template
Representative Services Agreement (stored on O drive, access restricted)
Representative Certificate Template
Representative Certificate Cover Letter Template

Procedure

<table>
<thead>
<tr>
<th>Activity</th>
<th>Who</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prospective representatives are asked to complete an application online:</td>
<td>&lt;&lt;INSERT STAFF RESPONSIBLE&gt;&gt;</td>
<td>Upon request</td>
</tr>
<tr>
<td>2. Check the representative database for new applications classified under “To Be Assessed”:</td>
<td></td>
<td>Within &lt;&lt;insert&gt;&gt;* working days of submission (point 2 to 4) * dependent on whether more information is required</td>
</tr>
</tbody>
</table>

* Representative (Agent) Database Menu > New Representative (Agent) Applications

Cont/…
<table>
<thead>
<tr>
<th>Activity</th>
<th>Who &lt;&lt;INSERT STAFF RESPONSIBLE&gt;&gt;</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Open and save new application in the following folder according to the month of application: A:\RecruitmentMarketing\Marketing\Agentdetails\Prospective Representative (Agent) Applications\2009 Applications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return to the online application. Select “Under Assessment” on the toolbar to update the status of the application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Relevant country manager (CM) notified to assess the application.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Applications assessed based on marketing selection criteria.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. If rejected, decision emailed to External Relations Coordinator (ERC). Applicant notified by email and database updated.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. If not rejected, CM to proceed with reference check. If reference check is not up to expectations, refer to point 6.</td>
<td>Within &lt;&lt;insert&gt;&gt; working days * subject to responses from referees</td>
<td></td>
</tr>
<tr>
<td>8. If acceptable, application and references brought to next Recruitment Meeting by CM. Decision will be finalised by &lt;&lt;responsible staff&gt;&gt;.</td>
<td>To be reviewed at next available recruitment meeting (held fortnightly)</td>
<td></td>
</tr>
<tr>
<td>9. If rejected, refer back to point 6. If approved, database updated to “Approved”. Representative file forwarded to &lt;&lt;insert authority&gt;&gt; for final endorsement.</td>
<td>Within &lt;&lt;insert&gt;&gt; days of approval</td>
<td></td>
</tr>
<tr>
<td>10. Upon &lt;&lt;insert authority&gt;&gt; endorsement, e-mail to inform staff of the newly appointed representative, including representative’s name, representative number and country market.</td>
<td>Within &lt;&lt;insert&gt;&gt; days of endorsement (point 10 &amp; 11)</td>
<td></td>
</tr>
<tr>
<td>11. Prepare Representative Services Agreement and uploaded onto O drive for access by representative. Set up Office Representative (Agent) Website login details. Inform Representative of its successful application (using email template).</td>
<td>Within &lt;&lt;insert&gt;&gt; weeks of notification</td>
<td></td>
</tr>
<tr>
<td>12. Representative informed to upload services agreement via representative website and return original copy to &lt;&lt;INSTITUTE&gt;&gt; for PVC signature.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Upload copy of services agreement on A drive for representative reference upon endorsement by Director International.</td>
<td>Within &lt;&lt;insert&gt;&gt; working days (point 13 &amp; 14) * subject to endorsement period by Director</td>
<td></td>
</tr>
<tr>
<td>14. Prepare and send Certificate of Appointment to representative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Representative (Agent) Selection Criteria

The decision to appoint a representative (agent) is the responsibility of the <<Insert position title>>. The appointment of a new representative (agent) can occur at anytime depending on when an application is submitted. The decision to appoint is based on the following criteria (but is not restricted to it):

Company profile:
- Organisational structure (number of employees etc)
- Years of operation
- Country/ies of operation (number of offices/locations)
- Do they have ISO accreditation?
- Are they registered with the AEI Agent Network?

Marketing and Operational Strategies:
- What industry partnerships do they currently have (Australian institutes or education representatives [agents])?
- Strength/opportunities (potential for growth)
- Marketing and promotional plans/strategies (relevant to <<INSTITUTE>>)
- Student Recruitment performance (for Australia and projected for <<INSTITUTE>>)

Fees Charged to Students:
- Method of promotion
- Where & how do they advertise?
- In what activities do they participate?

Familiarity with Australia/Victoria/<<INSTITUTE>>:
- Have they been here?
- Have they studied here?
- Have they met staff before?

Need any more Representatives (Agents)?
- Has the Country Manager visited their office?
- Will their selection adversely affect current representative relations?

Have they ever been engaged in dishonest practices, including:
- Deliberately trying to recruit a student prior to the student completing six months study of the principal program at the initial provider?
- Facilitating the enrolment of a student who the representative believes will not comply with the conditions of his/her student visa?
- Using PRISMS to create eCOE’s for non-bona fide students?
- Or providing immigration advice where not authorised to do so?
Appendix 1
Agent Application Questionnaire
Sample #4

DD/MM/YY

Mr/Mrs/Ms
Job title
Company/Client
Address
Town and Post Code

Dear XXXXXX,

AGENCY QUESTIONNAIRE – INTERNATIONAL REFERRALS

Thank you for contacting our International Office enquiring about representing [full name] Institute of TAFE. In order to assess this request we will require an outline of your Company and its marketing strategy.

As a minimum, please include the following in your outline:

1. Company Profile – (ABN / history / operations / number of years in the international student recruitment industry)

2. Number of students successfully enrolled in Australian education institutions and/or other countries in the last calendar year.

3. The name of the owner of the company and the following contact details of the office:
   - Corresponding address
   - Telephone number
   - Facsimile number
   - Email address
   - Website

4. The names and contact details of three Education institutions in Australia which you currently represent, or have represented in the recent past. (Please note: We will require a minimum of 3 referees and that we may make contact with some of these institutions for verification, so please include complete contact details for each of the referees as per the following format)
   - Name and Role of contact person
   - Relevant Department
   - Name of Institution
   - Telephone Details
   - Email address
   - Website

5. Have you ever been refused representation by an educational provider in any country other than your own? If so, please provide details of that provider, and the circumstances of the refusal.

6. Outline your knowledge of Australian student visa regulations and processing for student visa subclasses 570, 571, 572 and 573.
7. Have you or your staff undertaken any training or seminars on the ESOS Act and National Code as provided by AEI or other agent organisations? If so, please provide details.

8. Do you charge your prospective students an Agent’s Service Fee? If so, how much do you charge?

9. What marketing strategies do you have in mind to recruit students to study at our institute?

10. Please list 3 main reasons why you believe your prospective students would study at our institute?

11. Name 3 courses available at our institute that you consider would be the most attractive to prospective students in your region.

12. How many students do you think you could recruit to study at our institute in the next 12 months?

We are looking forward to receiving this information from you so that we can make an assessment of your application.

If you have any queries or require further clarification, please do not hesitate to contact me.

Yours sincerely,

XXXXXXXX
International Office
Appendix 1
Education Agent Reference Check (example #1)
Sample #5

Agent Applying:
Location:

For referee to complete:
Return to: Fax <or> email:

<table>
<thead>
<tr>
<th>Name of Referee’s Institute</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer’s Name</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

Please give a brief summary of your business dealings with this agent.

How long has the agent worked with your institute?

How many students has this agent enrolled with your institute? (Optional) Alternatively – are you satisfied with the recruitment performance of this agent?

What was the quality of the agent’s paperwork and necessary documents?

Please make any other comments in relation to the agent’s performance as an Educational Agent.

I confirm that all information given is correct

Signature of referee (if faxed copy):

For office use only

Approved  Yes  No
Appendix 1
Education Agent Reference Check (example #2)
Sample #6

Name of Agent: __________________________________________________________

Country: _______________________________________________________________

FOR REFEREE TO COMPLETE and return form to:

International Office [full name] Institute of TAFE by:
Fax (03) +61 3 1234 5678 or Email international@xtafe.edu.au

1. How long has the Education Agent worked with your institute?

   _____ Years

2. What was the quality of applications from this Education Agent?

   Poor _____ Fair _____ Good _____ Excellent _____

3. How would you rate their efficiency?

   Poor _____ Fair _____ Good _____ Excellent _____

4. Would you recommend working with this Education Agent?

   Poor _____ Fair _____ Good _____ Excellent _____

5. What is the agent’s application to enrolment conversion rate for your institute?

   Poor _____ Fair _____ Good _____ Excellent _____

6. Other comments?

International Office Use Only:
Initials:  Date:
Appendix 1
Approved Representative Application Form
Sample #7

Application for Consideration to be appointed as an Approved Representative of
X Institute

In order to assist X Institute (the Institute) in the selection of agents to represent them, please complete this form as comprehensively as possible and return it to the Institute International – email x@institute.com.au.

Completion of this application will not make you an agent of the Institute, but will enable the Institute to consider appointing you as such.

1. Company Background

Registered Company Name:

________________________________________________________________________

Head Office Address:

________________________________________________________________________

________________________________________________________________________

Phone: __________________________ Fax: ______________

Email: ________________________________________________________

Website: __________________________________________________________________

Branch Office Details: please use separate sheets if necessary

Address:

________________________________________________________________________

________________________________________________________________________

Phone: __________________________ Fax: ______________

Email: ________________________________________________________

Address:

________________________________________________________________________

________________________________________________________________________

Phone: __________________________ Fax: ______________
Email: __________________________________________________________
Address: ________________________________________________________

Phone: __________________________ Fax: ______________________________
Email: __________________________________________________________
Address: ________________________________________________________

Phone: __________________________ Fax: ______________________________
Email: __________________________________________________________

Description of core business:
_______________________________________________________________
_______________________________________________________________

Number of years in existence:
________________________________________________________________

Number of students referred to Australian educational institutes over the past 3 years: __________

Other countries:
________________________________________________________________

Existing number of staff:

Head Office: ______ Branch Offices – if applicable: __________________

Countries that you business has recruited students from:
________________________________________________________________
________________________________________________________________

Please list any other Institute / University / Educational institute you are currently representing in Australia or other countries: please use separate sheets if necessary
________________________________________________________________
Please describe your history of contact with the Institute:

______________________________________________________________
______________________________________________________________

Are there any judgments or orders against it, or proceedings, applications for its winding up, dissolution, liquidation, or cessation of its business: Yes/No

If yes in relation to any of these, please supply details:

Details of Key Directors and Employee of Representative

Name: ________________________________________________________

Position: ____________________________________________________

Background, qualifications and previous experience:

______________________________________________________________
______________________________________________________________

Name: ________________________________________________________

Position: ____________________________________________________

Background, qualifications and previous experience:

______________________________________________________________
______________________________________________________________

Name: ________________________________________________________

Position: ____________________________________________________

Background, qualifications and previous experience:

______________________________________________________________
______________________________________________________________

Name: ________________________________________________________

Position: ____________________________________________________

Background, qualifications and previous experience:

______________________________________________________________
______________________________________________________________
Please list all staff who have completed the Education Agent Training Course. 
*Please use separate sheets if necessary.*

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __

Name: _______________________________ Position: ________
Date qualification awarded: ________________ QEAC Number: __
Understanding of and Complying with ESOS requirements

Are you prepared regularly to monitor:

- The Australian Department of Immigration and Citizenship (DIAC) website (www.immi.gov.au)? Yes/No
- The Australian Department of Education, Employment and Workplace Relations website (www.aei.gov.au/AEI/ESOS)? Yes/No

Have you read the Institute’s 2010 Course and Information Guide for International Students? Yes/No

Have you read the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code)? Yes/No

What do you think are the main responsibilities of Agents under the National Code?
______________________________________________________________
______________________________________________________________

How will you comply with these obligations?
______________________________________________________________
______________________________________________________________

What fees do charge for assisting students? Please provide a break up of all fees, including amounts charged and the reason for charging them:
______________________________________________________________
______________________________________________________________

Do you understand that students coming to Australia on a student visa must have a primary purpose of studying and must study full-time? Yes / No

Do you understand that you must not make any representations or offer any guarantees about achieving residential status in Australia, but that you can refer students to the DIAC website referred to above? Yes / No

Are you prepared to comply with all requirements of the Institute about advertising and course materials, application procedures and providing information to students? Yes / No
Are you prepared only to use material supplied by the Institute to describe the Institute and its courses and monitor the Institute's website to ensure that it is current?  **Yes / No**

Do you understand that you cannot commit the Institute to accept any prospective students into any course at the Institute? **Yes / No**

**Description of Potential Market**

**From which geographical area will your potential market come?** Please describe any strengths you have in these regions to justify your choice.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Please describe the characteristics of your potential market (age, income, educational background, other like industry affiliates, education institute networks etc). Which subject areas do you believe would be of interest to prospective students in your region / area? **Please use separate sheets if necessary.**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Which subject areas do you believe would be of interest to prospective students in your region or area?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Why would you say this?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

**Proposal**

Please outline any support services you can offer to students wishing to avail themselves of your services.

________________________________________________________________________
Are you able to arrange booking for the IELTS or TOEFL tests in accordance with the Australian student visa regulations if required? Yes / No

What do you believe are the most effective marketing strategy to employ in your particular area, region or market? Please use separate sheets if necessary.

What is the most suitable time of the year for an Institute staff member or their representative to conduct a marketing visit to your region and / or an office visit in order to assist you in the recruitment of students?

Please list the names of three referees including their contact details, not related to you and preferably currently employed at an Australian educational institute, who can vouch for your track record and your company's financial standing.

1. 
2. 
3. 

Please attach separate sheets to provide any other information you consider to be of importance to this application.

Proposed Agreement

Are you prepared to enter into an Agreement with the Institute in accordance with the terms in the Attached Sample Agreement? Yes/No

Name: ________________________________
Position: ______________________________
Signature: ____________________________
Date: ________________________________
Appendix 1
Agent Evaluation Form (example #1)
Sample #8

Staff: Please ensure all information areas are assessed and return the completed Checklist to the International Office. Both X TAFE and agent representative are to sign the checklist at completion of visit / counselling briefing. *(Please complete in English)*

Agent Details

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC Ref No:</td>
<td>Prev AC Ref No</td>
</tr>
<tr>
<td>Agent Address:</td>
<td>Agent Postal Address:</td>
</tr>
<tr>
<td>Web:</td>
<td>Email:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

X TAFE Staff:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Position / Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ / 20</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Agent Counsellor:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Signature</th>
<th>Position / Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ / 20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

X TAFE Staff Summary [Observations / Recommendation / Actions Required]

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Agent Assessment Items</td>
<td>Observation</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td><strong>Agent Facilities, Human Resources, Fees</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Is a current X TAFE Agent agreement in place</td>
<td>Exp Date:</td>
</tr>
<tr>
<td>2</td>
<td>Is the X TAFE Agent Representative Certificate utilised / sighted</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Are there appropriate facilities to provide X TAFE information to students</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Are there appropriate experienced staff/counsellors looking after Australian market [ELICOS, VET, HE] and providing accurate student advice</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Is there an appropriate experienced staff/counsellors looking after X TAFE student applications / counselling advice</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have counsellors / staff completed the Aust Education Agent Course</td>
<td></td>
</tr>
<tr>
<td></td>
<td><a href="http://www.pieronline.org/eatc">http://www.pieronline.org/eatc</a></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>New counsellors? [12 months / Since Last X TAFE Visit] / Qty: [ ]</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Agent charge students any additional fees? If yes, list services and cost.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>X TAFE Material / Documentation [Stock Utilisation / Version Number / Status]</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Course Guide</td>
<td>Date: [ ]   Qty: [ ]</td>
</tr>
<tr>
<td>10</td>
<td>ELICOS Brochure</td>
<td>Date: [ ]   Qty: [ ]</td>
</tr>
<tr>
<td>11</td>
<td>Course Listing Brochure</td>
<td>Date: [ ]   Qty: [ ]</td>
</tr>
<tr>
<td>12</td>
<td>Poster</td>
<td>Date: [ ]   Qty: [ ]</td>
</tr>
<tr>
<td>13</td>
<td>Homestay/Airport Application Forms</td>
<td>Date: [ ]   Qty: [ ]</td>
</tr>
<tr>
<td>No</td>
<td>Agent Assessment Items</td>
<td>Observation</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>14</td>
<td>Campus locations</td>
<td>[pg 8]</td>
</tr>
<tr>
<td>15</td>
<td>Airport Pickup Service [Free initial arrangement service for students studying 20 weeks or more]</td>
<td>[pg 16]</td>
</tr>
<tr>
<td>16</td>
<td>Accommodation Options [Free initial arrangement service for students studying 20 weeks or more]</td>
<td>[pg 17]</td>
</tr>
<tr>
<td>18</td>
<td>Student Living Costs [Melbourne]</td>
<td>[pg 20]</td>
</tr>
<tr>
<td>19</td>
<td>Aust Dept of Immigration and Citizenship (DIAC) regulations – [attendance, satisfactory course progress, work entitlements, change address]</td>
<td>[pg 20]</td>
</tr>
<tr>
<td>20</td>
<td>X TAFE Complaints &amp; grievances, Student Charter, Rights &amp; Responsibilities, Transfers</td>
<td>[pg 21]</td>
</tr>
<tr>
<td>21</td>
<td>Entrance Requirements ([<a href="http://www.X">www.X</a> TAFETafe.edu.au/international](<a href="http://www.X">http://www.X</a> TAFETafe.edu.au/international))</td>
<td>[pg 22]</td>
</tr>
<tr>
<td>22</td>
<td>Fees and Charges</td>
<td>[pg 24]</td>
</tr>
<tr>
<td>23</td>
<td>Teaching Methods, Assessment, Qualifications</td>
<td>[pg 25]</td>
</tr>
<tr>
<td>24</td>
<td>X TAFE Course Offerings? [Course Content / Duration / Tuition Fee / Additional Equip Cost / Campus / Entry Requirements]</td>
<td>[pg 28]</td>
</tr>
<tr>
<td>25</td>
<td>Student Acceptance Agreement / Agent Student Checklist</td>
<td>[pg 84]</td>
</tr>
<tr>
<td>26</td>
<td>Application Form</td>
<td>[pg 85]</td>
</tr>
<tr>
<td>27</td>
<td>X TAFE Refund Policy</td>
<td>[pg 87]</td>
</tr>
</tbody>
</table>
### Additional Staff Notes

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
</tr>
</thead>
</table>

**Office Use Only**

☐ Audit Successful  ☐ Audit Unsuccessful – Further Action Required

Signed: ____________________________  Date: ____________________________
Evaluation of Education Agents by International Office

Name of Agent (Company):

_______________________________________________________________________
_______________________________________________________________________

Who is the principal business owner?

Who is the principal business manager?

What is your current website URL?

What email addresses do you use to communicate with prospective Inbound International Student enquirers?

What is your current telephone number?

What is your current office location(s)?

Please briefly describe the system you use for any potential student enquiries?

Please briefly describe what information/brochures you would provide to potential students?

How and when do you advise prospective students that you receive a fee from [full name] Institute?
How and when do you advise the prospective student that they are required to provide the Institute with their residential address (which must not be the Representative’s address)?

If a prospective student’s visa application is refused, (after completion of the signed Student Agreement with Institute) what information do you advise the student and to Institute?

How do you inform student enquiries of the following:

- All students who come to Australia on a student visa must have a primary purpose of studying and must undertake full-time study; and
- All students are required to notify the Institute in writing of any change in their contact details, such as their Australian residential address and telephone number, after they commence their course.

How do you ensure that you do not commit the Institute to accept any prospective students into a course and that you don’t make representations that a student will automatically be accepted into a course?

Please provide details of the following Institute documents as follows:

<table>
<thead>
<tr>
<th>Institute DOCUMENTS</th>
<th>VERSION CONTROL NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Handbook</td>
<td></td>
</tr>
<tr>
<td>A4 Course Flyer for Specific Courses</td>
<td></td>
</tr>
<tr>
<td>Application Form</td>
<td></td>
</tr>
<tr>
<td>Student Agreement</td>
<td></td>
</tr>
<tr>
<td>Any other marketing material which contains the Institute name/logo.</td>
<td></td>
</tr>
</tbody>
</table>

Please forward copies of the following:

- Current version of your Business Plan for International Students
- Marketing materials
- Current version of your Marketing Plan
How do you ensure that you and your representatives are using current and up to date information?

As our Education Agent, is there any other information/brochures that you would like to provide to us?

Any other comments?

Name & Position: _________________________________ Signed

______/______/______
Date

Witness Name & Position: _________________________________ Signed

______/______/______
Date

International Office Use Only: Date Received: / / 

Name:

Action Required: Yes / No

Details:

Date of Next Audit: / / File Note Lodged: Yes/No
Appendix 2
Agent Contract
Sample #1

[Institute logo]

Version 3
Date: 13 March 2009

Education Agents Agreement

for the recruitment of inbound international students
<table>
<thead>
<tr>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date</strong></td>
</tr>
<tr>
<td><strong>Parties</strong></td>
</tr>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td><strong>Short form name</strong></td>
</tr>
</tbody>
</table>
| **Notice details** | Institute International Office  
PO Box 70  
Melbourne  
Victoria 3000  
AUSTRALIA |
| **Contact Person** | |
| **Phone** | |
| **Fax** | |
| **Email** | |
| **Name** | [Insert Representative name] |
| **Short form name** | The Representative |
| **Notice details** | [Insert address of Representative] |
| **Contact Person** | |
| **Phone** | |
| **Fax** | |
| **Email** | |
Agreed terms

1. ENGAGEMENT OF THE REPRESENTATIVE

1.1 The Representative is engaged to perform the Services in the Territory for 12 months from [insert date] until [insert date] (‘the Term’).

1.2 No exclusivity is given or implied to the representative. INSTITUTE may engage other Representatives to operate in the Territory during the Term, if it so chooses to perform the same or similar services.

1.3 Upon the appointment of the Representative, the Representative shall receive an executed copy of this Agreement from INSTITUTE.

2. WARRANTY & INDEMNITIES OF THE REPRESENTATIVE

2.1 The Representative warrants that:

(a) (Purpose) where INSTITUTE has, either expressly or by implication, made known to the Representative any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;

(b) (Conflict) the Representative its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under the Agreement; and

2.2 The Representative indemnifies INSTITUTE against any loss, liability or expense, and any payment or fine arising from an audit by the Australian Taxation Office, State Revenue Office or Workcover authority. This indemnity is a continuous obligation and independent from other obligations of the Representative and survives the termination, for whatever reason of this Agreement.

2.3 In addition, the Representative shall indemnify INSTITUTE from and against any claim that may be made against INSTITUTE or the employees of INSTITUTE arising out of any negligent or wilful act or omission in the performance of the Contract Services by the Representative, its employees, servants or agents and also from any costs that may be incurred with any claim.

2.4 The Representative warrants that it has not in the past engaged in dishonest or prohibited practices in connection with its activities as an Education Agent, including:

(a) facilitating the enrolment of a student whom the Representative believes will not comply with the conditions of his or her student visa;

(b) using PRISMS to create a Confirmation of Enrolment for someone other than a bona fide student;
(c) providing immigration advice where not authorised to do so under the Migration Act 1958 (Cth); or

(d) attempting to recruit a student at a time when:

(i) the Representative is or ought reasonably to be aware of the circumstances of the student; and

(ii) the circumstances of the student are such that the student would be prohibited from becoming enrolled pursuant to Standard 7 of the National Code – Transfer Between Registered Providers;

3. WHAT THE REPRESENTATIVE MUST DO

3.1 Under this Agreement the Representative agrees to:

(a) provide INSTITUTE with any assistance or information it reasonably requests to allow INSTITUTE to comply with its obligations under the National Code;

(b) abide by the highest ethical standards as described in the National Code;

(c) promote the Courses in the Territory;

(d) find suitable potential students to undertake courses;

(e) in accordance with INSTITUTE's procedures and requirements, recruit and assist in the recruitment of students;

(f) assist people to become students and for that purpose, provide all necessary information about courses and assistance in completing forms or applications and submitting these to INSTITUTE;

(g) arrange for English language proficiency testing of potential students to be carried out through the International English Language Testing System (IELTS) by qualified persons in accordance with the Australian Migration Regulations or through an alternative English language proficiency test as prescribed by the Minister of Immigration and Multicultural Affairs for specified countries and visa subclasses from time to time;

(h) provide interpreters and free use of office space for joint promotions at mutually agreed dates during visits by INSTITUTE to the Representative's offices upon request from INSTITUTE;

(i) regularly monitor the Australian Government Department of Immigration and Citizenship (DIAC) website at www.immi.gov.au and from time to time or as directed by INSTITUTE, attend local briefings, Australian Education International (AEI) sessions or agents associations meetings or other information sessions.
concerning the recruitment of overseas students for study in Australia as deemed appropriate by INSTITUTE; and

3.2 In performing and delivering the Services, the Representative must:

(a) promote the Courses with integrity and accuracy and recruit students in an honest, ethical and responsible manner;

(b) inform prospective students accurately about the requirements of courses. This can only be done by referring students to material provided by INSTITUTE;

(c) assist to uphold the high reputation of INSTITUTE and of the Australian international education sector;

(d) ensure that all necessary evidence and documents accompany a prospective student's application or acceptance of an offer;

(e) only undertake promotional and marketing activities which are connected to or make reference to INSTITUTE which have been expressly authorised by INSTITUTE; and

(f) conduct itself in a manner consistent with INSTITUTE's obligations under the National Code, including Standard 4.1 set out at Schedule 1.

3.3 INSTITUTE requires the Representative to complete (or have completed) the AEI Education Agent Training Course unless otherwise advised in writing.

3.4 The Representative must provide the following written information to prospective students, before the prospective students make an application to study:

(a) all students who come to Australia on a student visa must do so for the primary purpose of studying and must undertake full-time Study; and

(b) prospective students are required to notify INSTITUTE in writing of any change in their contact details, such as their Australian residential address and telephone number, which starts after they commence their Course.

(c) disclose to prospective students that :-

(i) the Representative receives a fee from INSTITUTE;

(ii) if a prospective student's visa application is refused, INSTITUTE shall refund the student's fees to their residential address (not the Representative's address);

(iii) INSTITUTE's indicative Course related fees, fees may change during the student's course;

(iv) applicable refund policies [Standard 2.1(3), National Code];
(d) INSTITUTE’s campus locations, facilities, equipment and learning and library resources available to students [Standard 2.1(c), National Code];

(e) INSTITUTE’s courses (as per CRICOS Registration), including course content, the qualification or accreditation gained on completion, duration, modes of study, assessment methods (including whether other providers are involved in the delivery of the course) and details of any arrangements with other providers, persons or businesses for recognition or completion of the course [Standard 2.1(b) and (d), National Code];

(f) information about living in Australia and the local environment of the relevant campus, including information about campus location, accommodation options and indicative costs of living [Standard 2.1(h)(i) and (ii), National Code];

(f) the requirements for acceptance into a Course, including the minimum level of English language proficiency, educational qualifications and work experience required, and whether course credit may be applicable [Standard 2.1(a) National Code];

(g) information about the grounds on which the student's enrolment may be deferred, suspended or cancelled [Standard 2.1(f) National Code];

(d) visa requirements which must be satisfied by the prospective student including English language proficiency levels;

(e) conditions imposed on student visas including satisfactory academic performance, attendance requirements and working rights and that INSTITUTE will be required to keep a record of the student's academic progress and attendance at classes;

(f) INSTITUTE’s obligation to report any failure by a student to meet their visa conditions relating to attendance or academic performance to Australian Government authorities;

(g) the requirement that any school age dependants who accompany the student to Australia may be required to pay full fees school when they enrol in either government or non-government schools [Standard 2.1(h)(iii) National Code];

(h) withdrawal arrangements;

(i) admission procedures, credit transfers and the recognition of prior learning (RPL) policies at INSTITUTE;

(j) a description of the ESOS framework made available electronically by DEEWR [Standard 2.1(g) National Code];
internal and external grievance procedures; and

non-academic student support services of special relevance to international students.

3.5 The Representative must:

(a) complete a Marketing Plan in consultation with INSTITUTE (the Marketing Plan).

(b) comply with the Marketing Plan when delivering the Services.

(c) participate in any review of its delivery of the Marketing Plan when requested by INSTITUTE.

(d) participate in discussions with INSTITUTE regarding its performance under this agreement upon being given reasonable notice by INSTITUTE.

(e) obtain a prospective student's details, including their name and residential address (which must not be the Representative's address).

(f) send offer documents received from INSTITUTE to the nominated prospective student within 3 business days of receipt of the offer documents by the Representative;

(g) within 5 business days of a receipt of fees and charges from a prospective student collect and forward all fees and charges together with the acceptance form to INSTITUTE and fax a copy of the bank draft and acceptance of offer form received from the prospective student to INSTITUTE within 5 business days of receipt from a prospective student;

(h) provide INSTITUTE with market intelligence relevant to the recruitment of students in the Territory as requested by INSTITUTE from time to time;

3.6 The Representative gives information in ‘written form’ to a prospective student if it:

(a) gives that person a physical copy of the information in printed form, and the information includes the name and CRICOS number of INSTITUTE;

(b) sends by email to an address nominated by that person an electronic copy of the information in printed form, and the information includes the names and CRICOS number of INSTITUTE; or

(c) gives that person accurate instructions about how to access an electronic copy of the information in printed form, and the information includes the name and CRICOS number of INSTITUTE.
4. WHAT THE REPRESENTATIVE MUST NOT DO

4.1 The Representative must not:

(m) act unethically in performing the Services. Unethical behaviour includes:
   (i) discounting of tuition fees,
   (ii) aiding and abetting in the submission of fraudulent documents for visa purposes,
   (iii) charging fees for application forms or brochures or misleading or
   (iv) deceiving prospective students in any way.

The use or submission of a fraudulent document is a breach of this Agreement
for which INSTITUTE may terminate this Agreement.

(n) engage in any dishonest practices, including suggesting to prospective students
    that they can come to Australia on a student visa with a primary purpose other
    than full-time study;

(o) attempt to recruit a student where:
   (i) the Representative is aware or ought reasonably to be aware of the
       circumstances of the student; and
   (ii) the circumstances of the student are such that the INSTITUTE would be
        prohibited from enrolling the student by Standard 7 of the National Code;

(p) facilitate applications for prospective students who do not comply with visa
    requirements;

(q) make any representations or offer any guarantees to prospective students in
    relation to:
   (i) whether they will be granted a student visa; or
   (ii) about residency requirements and status in Australia; the Representative
        may, however, refer prospective students to the Australian Government's
        DIAC or to DIAC's website at www.immi.gov.au for these purposes;

(r) provide prospective students with 'immigration advice' as defined by the
    Migration Act 1958 (Cth), unless lawfully authorised to do so under that Act;

(s) engage in false or misleading advertising or recruitment practices;
(t) make any false or misleading comparisons with any other education provider or their courses, or make any inaccurate claims of association of INSTITUTE with any other education provider or organisation;

(u) give inaccurate information to a prospective student about acceptance into a course or into any other course;

(v) give false or misleading information or advice in relation to the employment outcomes associated with a course;

(w) give false or misleading information or advice in relation to possible migration outcomes;

(x) give false or misleading information or advice in relation to any other claims relating to INSTITUTE, its courses or outcomes associated with its courses;

(y) undertake any advertising or promotional activity about the Courses at INSTITUTE or any of its associates, sponsors, business partners or any other organisation without the prior written consent of INSTITUTE. Advertising or promotional activities will be undertaken at the Representative's expense unless otherwise agreed in writing by INSTITUTE in advance;

(z) use any written marketing information about INSTITUTE, unless it clearly identifies the name and CRICOS number of INSTITUTE;

(aa) receive or bank any fees or charges payable to INSTITUTE by a prospective student or deduct any amount from such fees or charges;

(bb) give inaccurate information to a prospective student as to fees or charges payable to INSTITUTE;

(cc) impose any fee on a prospective student for their application or acceptance of offer unless this fee has been disclosed to the student prior to the lodgement of any papers and has been agreed with INSTITUTE.

(dd) commit INSTITUTE to accept any prospective student into a course and must not make representations that a student will automatically be accepted into a course;

(ee) use or access PRISMS, the Australia Government electronic enrolment system; and

(ff) use any registered or unregistered Mark of INSTITUTE without the prior written consent of INSTITUTE.
5. WHAT INSTITUTE MUST DO

5.1 INSTITUTE must:

(a) provide the Representative with information to enable the Representative to provide the Services;

(b) inform the Representative about how to gain access to information regarding visa requirements and the process of visa applications;

(c) inform the Representative of any changes to visa requirements within a reasonable time after becoming aware of any such changes;

(d) process all completed applications received within a reasonable time.

5.2 INSTITUTE may, in its absolute discretion, establish the fees, charges, terms and conditions relating to INSTITUTE’s courses.

5.3 INSTITUTE is not required to accept any prospective students referred by the Representative into any of its courses.

5.4 INSTITUTE will monitor the Representative’s activities by auditing the Representative’s practices and performance twice yearly.

5.5 INSTITUTE may undertake a review of the Representatives performance under this agreement at any time.

6. PRIVACY

6.1 In the course of performing its obligations under this Agreement:

(a) the Representative and its employees and agents must comply with the Information Privacy Principles; and

(b) the Representative must immediately notify INSTITUTE if the Representative becomes aware of a breach of clause 6 by the Representative or an employee or agent of the Representative.

6.2 The Representative indemnifies INSTITUTE and its employees and agents against any liability incurred or loss or damage suffered by INSTITUTE and its employees and agents by reason of a breach of the Information Privacy Principles.

6.3 Nothing in this clause affects any obligation that the Representative may have to comply with the National Privacy Principles.
7. REPRESENTATIVE’S FEES

7.1 Subject to the other provisions of this clause 7, INSTITUTE must pay the representative a fee calculated in accordance with Item 3 of Schedule 2 for each student who:

(a) is recruited by the Representative; and
(b) is enrolled in a course and has commenced that course;
(c) has paid the respective Course Fee to INSTITUTE.

7.2 For the purposes of this Agreement, a Representative will not be regarded as having recruited a student unless:

(a) the Representative submits the student’s application for enrolment containing the Representative’s name; and
(b) the Representative submits an acceptance by the student of any letter of offer of a place in a course from INSTITUTE; and
(c) all tuition fees, charges & material costs as outlined in the Letter of Offer provided to the student together with supporting documentation are submitted to INSTITUTE.

7.3 No Fee will be payable by INSTITUTE to the Representative if the student is recruited through INSTITUTE programs for the recruitment of students conducted in Australia.

7.4 If a student withdraws from their course prior to 45 days after the commencement of their course, INSTITUTE will pay the Representative a processing charge of AUD$200.00.

7.5 If a student recruited by the Representative withdraws from their course and enrolls in another course offered by INSTITUTE within the student’s first semester, INSTITUTE agrees to pay the Representative’s original fee.

7.6 No Fee is payable by INSTITUTE unless the Representative has submitted an invoice in AUD$ containing the following information:

(a) the student’s family name and given names,
(b) the student’s residential address,
(c) the student’s date of birth,
(d) course commencement date of the student’s course;

7.7 The invoice must be in following form:
(a) presented on the Representative’s letterhead, containing the current address, telephone, fax and email details of the Representative;

(b) including the date and an invoice or reference number; and

(c) containing such other information as INSTITUTE may require from time to time.

7.8 INSTITUTE must pay the Fees payable under this clause 7 on the receipt of an invoice from the Representative and no later than 60 days after the student has commenced the Course.

7.9 If there is a dispute regarding whether a Representative has recruited a student, or a student has submitted their own documentation or for any other reason, INSTITUTE has an absolute discretion to determine whether the Representative recruited a student for the purposes of clause 7.

7.10 If there is a dispute between two or more Representatives concerning the recruitment of a student, INSTITUTE has an absolute discretion to pay the Representative that it determines has recruited the student.

7.11 No commission or fees will be payable by INSTITUTE on group or project activities either in Australia or overseas (the programs).

7.12 INSTITUTE will provide the Representative with a total price for the programs and the minimum and maximum number of participants per group.

7.13 The Representative will be responsible for covering its own costs associated with the program and determining the fee per participant.

7.14 INSTITUTE may request any student to provide it with information about the fees or charges paid or payable by the student to the Representative and other information. This information may be considered during any Review of the Representative by INSTITUTE.

7.15 The Representative must submit to INSTITUTE a tax invoice in respect of the Services once they are completed, or at such other time or times as agreed by the parties. A tax invoice submitted for payment must contain the information necessary to be a tax invoice for the purposes of the GST Act together with such information as INSTITUTE may reasonably require and be sent to the address specified in Schedule 2 of this Agreement.

7.16 Payment of an invoice is not taken as evidence that the Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
7.17 INSTITUTE will, on demand by the Representative, pay simple interest on a daily basis on any overdue amount, at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic)

7.18 For the purposes of clause 7.17, “overdue amount” means an amount (or part thereof) that is not, or is no longer, disputed in accordance with this Agreement:

(a) that is due and owing under a tax invoice (as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) properly rendered by the Representative in accordance with this Agreement; and

(b) which has been outstanding for more than 30 days from the date of invoice or the date that the amount ceased to be disputed, as the case may be.

7.19 The Representative must provide an Australian Business Number (“ABN”) and will not be entitled to any payment under this clause unless the Representative obtains an ABN.

8. DISPUTE DETERMINATION

8.1 If any dispute arises between the parties in relation to the effect of this agreement and that dispute is not mutually resolved within one (1) calendar month, the parties may appoint a person who may be a senior member of INSTITUTE or a person independent of INSTITUTE to resolve the dispute, failing which the dispute may be referred to arbitration in accordance with the laws relating to arbitration in force in the State of Victoria.

8.2 At such arbitration each of the parties may be represented by a qualified legal practitioner.

8.3 The costs of the arbitration shall be dealt with as follows:

(a) the costs of each of the parties shall be borne by the party that incurred them and not by any other party; and

(b) the fees and expenses of the arbitrator and any costs of the arbitration shall be borne equally by the parties.

9. GST

9.1 Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or, if not so defined, which are defined in the Trade Practices Act 1974 (Cth), have the same meaning in this clause.

9.2 Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.
9.3 Despite any other provision in this Agreement, if the Representative makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive):

(a) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and INSTITUTE must also pay to the Representative, an amount equal to the GST payable by the Representative on that supply; and

(b) the amount by which the GST exclusive consideration is increased must be paid to the Representative by INSTITUTE without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

9.4 If a Fee relates to a supply upon which GST is imposed, the Representative must provide to INSTITUTE a Tax Invoice in AUD$.

10. CONFIDENTIALITY

10.1 The Representative acknowledges that all documents, data and information disclosed by INSTITUTE is ‘Confidential Information’ and shall be used only for the purposes of this Agreement. The Representative shall keep all information confidential and may disclose it only to its officers and employees in connection with this Agreement. Before disclosure, the Representative shall direct that its officers and employees keep the information confidential.

10.2 The obligations of this clause 10 are continuing obligations and shall not cease on termination of this Agreement.

10.3 The information contained in this agreement and the Marketing Plan is also confidential information and is not to be divulged to any third party unless required by law.

11. ASSIGNMENT AND SUBCONTRACTING

11.1 The Representative must not assign its obligations under this agreement to any third party unless the Representative has first obtained the written consent of INSTITUTE.

11.2 If INSTITUTE agrees to an assignment of the Representative’s obligations under clause 11.1, the Representative agrees that it will retain responsibility for its obligations under this Agreement.
11.3 The Representative must provide any assignee with copies of this Agreement and ensure that the assignee undertakes to comply with the terms of this agreement.

11.4 The Representative must provide INSTITUTE with the names and contact details of all assignees and copies of the documentation by which they are appointed within 5 business days after such assignment.

12. TERMINATION OF THE AGREEMENT

12.1 This agreement is automatically terminated when INSTITUTE becomes aware or reasonably suspects that the Representative:

(a) is engaged in or has been previously engaged in dishonest practices, including the deliberate attempts to recruit the student where this clearly conflicts with the Representative's obligations in this agreement.

(b) facilitates the enrolment of a student who INSTITUTE believes will not comply with the terms of his/her student VISA.

(c) uses PRISMS to create confirmation of enrolment other than of a bona fide student.

(d) provides advice when not authorised to do so under the Migration Act 1958.

12.2 Either party may terminate this agreement by giving the other party 30 days notice in writing.

12.3 INSTITUTE may terminate this agreement by INSTITUTE giving notice to the Representative that the Representative has breached a provision of this Agreement including if INSTITUTE is directed or required so to do by a relevant Australian government department. In such cases, termination will be effective immediately upon the service of the notice.

12.4 Notification of termination under clause 12.3 will be sent to the Representative and the nearest Australian Diplomatic Mission and other relevant government bodies.

12.5 If the Agreement is ended by either party, the Representative must:

(a) submit to INSTITUTE all applications and Course Fees from prospective students received up to the date of termination; and

(b) immediately cease to use any advertising, promotional or other material supplied by INSTITUTE and return such material to INSTITUTE by registered mail or by a reputable international courier.
12.6 This Agreement will lapse if the Representative does not refer any international students to INSTITUTE within the first 12 months of this agreement or such other time as agreed in writing with INSTITUTE.

12.7 Termination of this Agreement does not affect any accrued rights or remedies of either party.

13. **CONTINUATION OF THE AGREEMENT**

13.1 Where the parties agree in writing, this Agreement may continue and its terms may be extended for a period of 12 months or such other time as is agreed in writing by the parties.

14. **NOTICES AND VARIATIONS**

14.1 This Agreement can only be altered in writing, signed by both parties.

14.2 Any notice under this Agreement must be in writing and sent by prepaid post, facsimile or electronic mail to the address of the other party specified in Item 4 of Schedule 2, or such revised address as is notified to the other party in accordance with Clause 14.3.

14.3 A party that changes its address, facsimile number or electronic mail address must give notice of that change to the other party within a reasonable time.

14.4 From time to time the parties may agree to additional activities being undertaken by the Representative which activities shall to be identified in separate Schedules attached to this Agreement. 14.5. The parties agree to vary this Agreement if required because of changes to relevant Acts, the National Code or Regulations.

15. **AGREEMENT**

15.1 This Agreement replaces and supersedes any agreement or arrangement between the parties in relation to its subject matter.

16. **APPLICABLE LAW**

16.1 This Agreement is governed by and is to be construed in accordance with the law in force in the State of Victoria, Australia.

16.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia, including the Federal Court of Australia.

17. **DEFINITIONS AND INTERPRETATION OF THIS AGREEMENT**

17.1 In this Agreement:

- **INSTITUTE** means [full name] Institute of Technical and Further Education
'Marketing Plan' means a Plan for the activities of the Representative in the format in [Schedule 3];

'Courses' means the Full-time Registered courses offered by INSTITUTE and registered in accordance with the requirements of the ESOS Act;

'Course Fee' means the tuition and other fees for Courses set by INSTITUTE;

'CRICOS' means the Commonwealth Register of Institutes and Courses for Overseas Students;

'Education Agent' means a person or organisation representing INSTITUTE which recruits overseas students and refers them to INSTITUTE;

'ESOS Act' means the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time;

'Fee' means the fees and commission outlined in clause 7 of this Agreement;

'Full-time' and 'Full-time Study' means the amount of study for a particular Course which is approved by the accrediting authority for the Course, or in cases where the accrediting authority gives no such approval, means the amount of full-time study per week determined by the designated authority;

'Information Privacy Principles' means the Information Privacy Principles under the Information Privacy Act 2000 (Vic).

'Institute' means the [full name] Institute of TAFE (INSTITUTE);

'Market Intelligence' is the information relevant to a company’s markets, gathered and analysed specifically for the purpose of accurate and confident decision-making in determining market opportunity, market penetration strategy and market development metrics.

'Marks' means logos, trade marks, designs, crests that belong to or carry the name of INSTITUTE and any variations or modifications thereto.

'National Code' means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time;

'National Privacy Principles' means the National Privacy Principles under the Privacy Act 1988 (Cth).

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

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

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

Representative means an Education Agent.

'Review' means a review of the Business Plan which may be conducted by INSTITUTE and the Representative at the expiration of the Term or at any other time;

'Services' means all of the services and obligations described in clause 0;

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

‘TAFE’ means Technical and Further Education;

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

'Term' means the period for which the Representative is engaged as described in clause 0;

‘Written information’ includes;

(d) Giving a person a physical copy of the information in printed form, and the information includes the name and CRICOS number of INSTITUTE;

(e) Sending by email to an address nominated by that person an electronic copy of the information in printed form, and the information includes the name and CRICOS number of INSTITUTE;

(f) giving that person accurate instructions about how to access an electronic copy of the information in printed form, and the information includes the name and CRICOS number of INSTITUTE.

17.2 A word or phrase used in this Agreement that is defined in the National Code has the same meaning as it has in the National Code.

17.3 In this Agreement:

(a) headings are for ease of reference only and do not affect the meaning of this Agreement;
(b) the singular includes the plural and vice versa and words importing a gender includes the other gender;

(c) other grammatical forms of defined words or expressions have corresponding meanings;

(d) 'including' and other similar expressions are not words of limitation; and

(e) money is in Australian dollars unless otherwise stated and reference to 'AUD' or A$ is a reference to Australian currency.
Schedule 1 – Standard 4.3 of the National Code

4.3 The registered provider must not accept students from or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:

(a) engaged in, or to have previously engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers)

(b) facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa

(c) using the Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student, or

(d) providing immigration advice where not authorised under the Migration Act 1958 to do so.
Schedule 2 – Further Information

Item 1: Commencement Date [insert date of this Agreement]

Item 2: Territory [insert detail or define the Territory of the Representative]

Item 3: Fee

The Fee will be calculated on the following basis:

[insert details Flat Rate/ Fixed Fee]
[AUD or A$ per student successfully recruited]

[insert details of Incentive Payments]
[eg for every student over X successfully recruited by the Representative and additional AUD or A$ per student will be paid by INSTITUTE]

[insert details of Retainer]

[insert details of Percentage based or other Fee]

[insert details of Other Payments]

Item 4: Addresses for notices

[full name] Institute of TAFE (INSTITUTE)  Representative[insert name]
Attention:                           Attention: [insert name]
Jo Smith                             Address:
Manager, International Programs     [insert name]
Address:                           Address
PO Box 70                           [insert name]
Melbourne 3000
Victoria AUSTRALIA
Facsimile number: 1234 5678
Email: international@xtafe.vic.edu.au

Phone Number: [insert]               Phone Number: [insert]
Schedule 3 – Annual Marketing Plan for the Recruitment of Students

THE [insert name] INSTITUTE
[insert Representative’s name and address]

Territory:
[insert Territory as defined Item 2 Schedule 2]

Fees Payable For Services Under

This Agreement For Previous Year:  [insert details of fees]

Any Other Fees Payable or Charged:  [insert details of other fees/charges levied by the Representative]
[Consider whether the Representative will be paid for unsuccessful applications].

Recruitment Targets:
[Eg Specify the numbers of Students per faculty or course, or the gross numbers of students who are to be referred to INSTITUTE]

Conversion Rate:
Achieve a conversion rate (the number of students accepted by INSTITUTE compared to those referred of [80%] )

Promotional Activities:
[specify]

Support to be provided by INSTITUTE:
[specify]

Plan Reviewed on:  [insert date]

Signature:
for the [full name] Institute of TAFE (INSTITUTE)

Signature:
for the Representative

Date:
Schedule 4 – Permitted Expenditure

[insert details and amounts of permitted expenditure]
EXECUTED as an agreement.

SIGNED for and on behalf of the [full name] Institute of TAFE (INSTITUTE) by
GENERAL MANAGER
EDUCATION & TRAINING

Signature of authorised person [Name of signatory]
in the presence of

Signature of witness [Name of witness]

SIGNED for [NAME OF REPRESENTATIVE] by a person duly authorised

Signature of authorised person [Name of signatory]
in the presence of

Signature of witness [Name of witness]
Appendix 2
Agent Payments & Commissions Fee Refunds Policy
Sample #3

It is the Agent’s responsibility to ensure that your clients read and understand the clause related to refunds of the fees policy before signing the ‘Your Agreement with <institute> document’, as this is a legal agreement between the student and the Institute.

PAYMENTS

Commissions are payable according to the Agent Agreement signed with <institute>. Specifically, a commission is payable if a student is recruited by the Agent, is accepted into a course; and has paid the respective course fee to the Institute.

An agent will not be regarded as having recruited a student unless:

(a) the Agent submits the student's application for enrolment and that application also bears the Agent's name or stamp; and

(b) the Agent submits an acceptance by the student of any letter of offer from the <Institute> of a place in a Course.

If a student recruited by the Agent at any time undertakes any course or courses offered by the Institute other than those specifically identified in the application for enrolment and for which the student was first recruited by the Agent, no fee or other amount will be payable by the University to the Agent.

No commission will be payable to the Agent where the student is recruited through the Institute's own marketing activities for recruitment of students within Australia.

Commissions claimed by an agent must be sent directly to the International Business Office, email r.smith@xtafe.edu.au or fax: + 613 1234 5678.

[adapted from Flinders University New Agent Manual 2010]
Appendix 3
Agent Student Acceptance Checklist
Sample #1

Agent: Please complete the following checklist with the student and return the completed checklist along with the student’s signed Acceptance Agreement to the International Office at X Institute of TAFE.

Student: If information has been provided put a (√). If information was not available put a (X). Please ensure you have read and understood the International Student Course Guide before signing this checklist. If you have any questions please contact the X Institute of TAFE immediately on:
Ph +61 3 1234 5678, Fax: +61 3 1234 5679, Email: international@xtafe.edu.au

Note: Both student and agent are to sign checklist once all form is completed.
(Please complete in English)

<table>
<thead>
<tr>
<th>Agent Company Name</th>
<th>(Please Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent Counsellor Name:</td>
<td>(Please Print)</td>
</tr>
<tr>
<td>Students Name:</td>
<td>(Please Print)</td>
</tr>
</tbody>
</table>

(√) - If explained and information given. (X) - If not explained or no information available.

<table>
<thead>
<tr>
<th>(√) or (X)</th>
<th>Agent required to provide and explain to you the following:</th>
<th>Course Guide Ref Page/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copy of X Institute of TAFE International Student Course Guide</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Information on and location of home campus (incl distance from Melbourne)</td>
<td>6 - 9</td>
</tr>
<tr>
<td>3</td>
<td>X TAFE campuses, facilities &amp; student support</td>
<td>11 - 16</td>
</tr>
<tr>
<td>4</td>
<td>Airport pickup (free arrangement for study of 20 weeks or more)</td>
<td>16 + 24</td>
</tr>
<tr>
<td>5</td>
<td>Accommodation options (free arrangement for study of 20 weeks or more)</td>
<td>17 + 24</td>
</tr>
<tr>
<td>7</td>
<td>DIAC Visa Conditions, Costs of living, Permission to work</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>Complaints &amp; grievances, student charter, student rights &amp; responsibilities, transfers</td>
<td>21</td>
</tr>
<tr>
<td>9</td>
<td>Entrance and English Language Level Requirements (if applicable)</td>
<td>22</td>
</tr>
<tr>
<td>10</td>
<td>Fees and Charges</td>
<td>24</td>
</tr>
<tr>
<td>11</td>
<td>Course Information (teaching methods, assessment, duration, cost, start date/intake, additional entrance requirements and equipment costs, campus, course description, Modules, career options and pathways)</td>
<td>2 - 3 25-82</td>
</tr>
<tr>
<td>12</td>
<td>Application process, conditions of enrolment, application form and refund policy</td>
<td>84 - 87</td>
</tr>
<tr>
<td>13</td>
<td>Viewed X TAFE Website <a href="http://www.xtafe.edu.au/international">www.xtafe.edu.au/international</a></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Has the agent explained the acceptance agreement?</td>
<td></td>
</tr>
</tbody>
</table>

Note to Student: By signing this checklist you are confirming all the above information ticked has been provided and explained to you.

<table>
<thead>
<tr>
<th>Student:</th>
<th>Signature</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent Counsellor:</td>
<td>Signature</td>
<td>Print Name</td>
<td>Date</td>
</tr>
</tbody>
</table>
# Appendix 3

## Agent Visit Evaluation Form

### Sample #2

<table>
<thead>
<tr>
<th>Field</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>agent name</td>
<td></td>
</tr>
<tr>
<td>branch office</td>
<td></td>
</tr>
<tr>
<td>date of visit</td>
<td></td>
</tr>
<tr>
<td>total no. of staff in this office</td>
<td></td>
</tr>
<tr>
<td>number of staff with current pier agent training</td>
<td></td>
</tr>
<tr>
<td>agreement current: (if no recommendation to be made)</td>
<td></td>
</tr>
</tbody>
</table>

### 1. promotional materials

<table>
<thead>
<tr>
<th>Material</th>
<th>displayed in office (yes / no)</th>
<th>quantity required to be sent</th>
</tr>
</thead>
<tbody>
<tr>
<td>current brochure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ELICOS brochure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poster – on display</td>
<td></td>
<td></td>
</tr>
<tr>
<td>certificate of appointment – on display</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

comments: 

### 2. meeting details

agent staff briefing conducted (yes / no)

comments: 

student interviews conducted (yes / no)

comments:
information provided on ESOS / National Code

comments:

feedback from agent / students (yes / no)

comments:

3. promotional planning

recent or upcoming exhibitions / events

comments:

recent or upcoming advertising plans

comments:

4. follow up items / further comments

staff signature: ________________________________ date: ____________________

international marketing staff use:

<table>
<thead>
<tr>
<th>date received:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>for follow up by:</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 3
Example of Agent Review Procedure
Sample #3

Representative (Agent) Review Procedure

Purpose

This process describes the requirements, frequencies and outcomes relating to the service review of representatives (agents) to ensure continued satisfactory performance. This procedure also extends to the review of a representative (agent) in the event of a student comment or complaint.

Scope

This procedure is to be applied to all representatives (agents) on an ongoing basis.

Authority

<<Insert Position Title and responsible Department>>

Documentation

International Services’ Statistics Reports
Feedback on Representative (Agent)

Procedure

A Representative (Agent) Review is conducted each year in <<Insert month>> after statistics reports are finalised. These reports are available in electronic format and are filed in <<Insert location in share drive>>.

The following categories of data are compiled:

<table>
<thead>
<tr>
<th></th>
<th>Applications</th>
<th>Offers</th>
<th>Acceptances</th>
<th>Quality Ratio</th>
<th>O to A Ratio</th>
<th>Productivity Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Quality Ratio - Application to Offer conversion rate (Offers divided by Applications)

Acceptance Ratio – Offer to Acceptance conversion rate (Acceptances divided by Offers)

Productivity Rate – Application to Acceptance conversion rate (Acceptances divided by Applications)

Using the above data, the following tables of information are compiled:

1. Total number of international student acceptances via direct application or representatives (agents)
2. Overall representative (agent) performance
3. Top and bottom ten countries according to acceptances and productivity rate
4. Top ten representatives (agents) according to acceptances and productivity rate
5. Representative (agent) performance productivity rate overview
6. Representative (agent) network performance by continent
7. Top ten representatives (agents) per continent by acceptances and productivity rate
8. Representative (agent) network status (newly appointed, company change of name, representative at risk or terminated)
9. Complaint against representative (agent) (if applicable)
10. Recommendation
### Agent Evaluation Form (example #1)

**Sample #4**

This form is to be used prior to renewal of agency agreement.

<table>
<thead>
<tr>
<th>Category</th>
<th>Areas for Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applications</td>
<td></td>
</tr>
<tr>
<td>(including complete applications and</td>
<td></td>
</tr>
<tr>
<td>conversions)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>International Staff</td>
</tr>
<tr>
<td></td>
<td>Member Responsible for</td>
</tr>
<tr>
<td></td>
<td>Follow Up</td>
</tr>
<tr>
<td>Agent Contact</td>
<td></td>
</tr>
<tr>
<td>feedback (including agent visit</td>
<td></td>
</tr>
<tr>
<td>evaluation)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>International Staff</td>
</tr>
<tr>
<td></td>
<td>Member Responsible for</td>
</tr>
<tr>
<td></td>
<td>Follow Up</td>
</tr>
<tr>
<td>Compliance with Government Legislation</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>International Staff</td>
</tr>
<tr>
<td></td>
<td>Member Responsible for</td>
</tr>
<tr>
<td></td>
<td>Follow Up</td>
</tr>
<tr>
<td>Marketing Activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>International Staff</td>
</tr>
<tr>
<td></td>
<td>Member Responsible for</td>
</tr>
<tr>
<td></td>
<td>Follow Up</td>
</tr>
<tr>
<td>Student Integrity (this includes changing courses, changes providers after six months, academic performance, request for early release from principle course)</td>
<td>Areas for Improvement</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Achievement of Targets (if applicable)</td>
<td>Areas for Improvement</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This form will be completed in consultation with International Admissions Staff, International Marketing Staff, ELICOS Manager (if applicable) and Manager International and Manager Inbound Students.

<table>
<thead>
<tr>
<th>Agreement Renewed</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 3
Agent Evaluation Form (example #2)
Sample #5

Name of Student: ________________________________________________________________

Course Enrolled: ________________________________________________________________

Name of Agent (Company): _______________________________________________________

__________________________

Did you receive a copy of the following from your agent?

<table>
<thead>
<tr>
<th>Service</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Offer</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Agreement (Acceptance) Form with Institute</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Pre-Departure Package</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Confirmation of Enrolment (eCOE)</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

Were you given adequate counselling and information on BRIT?

<table>
<thead>
<tr>
<th>Service</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accommodation Arrangements</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Airport Pick-Up Arrangements</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Location of the Institute</td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>Information on the course you have chosen</td>
<td>□</td>
<td></td>
</tr>
</tbody>
</table>

Additional Remarks: ____________________________________________________________

__________________________________________________________

Were you advised by your agent that you can change your course upon your arrival [full name] Institute of TAFE? □ YES □ NO
In your opinion, how did you find the services, counselling, follow-up of your agent?

**Excellent □**       **Good □**       **Normal □**       **Poor □**

*Please state the reasons: ________________________________

____________________________________________________

___________________________   _____/_____/_______
Signed                       Date
### Appendix 3

**Survey of Student Satisfaction with Education Agent (example #1)**

**Sample #6**

**AGENT NAME:**

__________________________________________________________

**DATE OF APPRAISAL:** __/__/____

<table>
<thead>
<tr>
<th>Agent Duties &amp; Responsibilities</th>
<th>Student Rating if applicable</th>
<th>Assessor Rating</th>
<th>Issues Identified and/or Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent gave sufficient information pertaining to legislation that regulates the international education in Australia.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student has been advised of and understands X Institute of TAFE’s terms and conditions before signing the application form.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student received Information about the minimum level of English language proficiency.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student has been provided with an itemised list of all fees payable to the Institute and the Institute refund policy;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agent assisted Student to obtain the relevant Visa approval. (without contravening migration legislation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Agent promotional material (Copies Provided) includes CRICOS number on all written materials and those in electronic form.</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assurance by Agent that marketing materials and information have not misled anyone or been misused in any way and have been authorised as per Institute Procedure.</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whether or not the Agent has held any public seminars of benefit to the Institute;</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistance given to the Institute staff at seminars and exhibitions;</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision of market intelligence and information about emerging market trends relevant to the recruitment of Students to the Institute;</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whether or not prior approval has been obtained from the Institute for any fees or charges imposed on Students by the Agent;</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Whether or not the Agent has informed the Institute in writing within 10 Business Days if the Agent has changed the:  
- Agent's address; or  
- Agent's Bank Account | N/A |
| Whether or not the Agent has provided immigration advice or immigration assistance as defined in the Migration Act 1958 unless authorised to do so under that Act; | N/A |
| The use of any registered or unregistered logo of the Institute without the prior written consent of the Institute; | N/A |
| Whether or not the Agent has received or banked any fees or charges payable to the Institute by a Prospective Student or deducted any amount from such fees or charges; | N/A |
| Have students from this Agent requested transfers within the Institute at or after time of enrolment. |  |
| Have students from this Agent requested transfers to another Institute at or after time of enrolment. |  |
| Has the Institute received any complaints from or regarding this agent during the past 12 months. |  |
| What is the conversion rate for this Agent of Letter of Offer to CoE. |  |
| Has the Agent fulfilled their expected KPI’s for the year. | N/A |
| The provision of current and accurate information to Students about:  
- the Institute, its location and a general description of its facilities, equipment, learning and library resources;  
- Course content,  
- Course duration,  
- the qualification or accreditation gained upon completion, |  |
- modes of study,
- assessment methods,
- teaching methods and
- details of any arrangements with other providers;
- indicative Course-related fees;
- refund conditions;
- living in Australia, including indicative costs of living;
- the requirements for acceptance into a Course;
- Visa requirements which must be satisfied by the Prospective Student, including English language proficiency levels;
- the conditions imposed on Student Visas;
- the Institute’s policies and procedures;
- internal and external complaints and appeals procedures;
- non-academic Student support services available to Students; and
- the ESOS framework.

APPRAISAL RATING SYSTEM

The Student and Assessor are required to use the following ratings against each performance measure contained within the Performance Appraisal form:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>The Agent is exemplary the dealing with Student recruitment.</td>
</tr>
<tr>
<td>Very Good</td>
<td>The Agent shows good skills, knowledge and attitude.</td>
</tr>
<tr>
<td>Good</td>
<td>The Agent has met the Student’s basic expectations.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>The Agent does not possess the skills in this area.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>The Agent does not possess the skills in this area and does not display a professional attitude.</td>
</tr>
</tbody>
</table>

Signature of the Assessor:  

Date: 

Recommendation for Renewal:  

Further Action/Documents required:  
Appendix 3
Survey of Student Satisfaction with Education Agent (example #2)
Sample #7

Q1. What course are you currently studying at X TAFE?

Q2. Which country did you apply from?

Q3. Did you use an agent to apply to X TAFE?
   ○ Yes  ○ No
   If No – why not?
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   (Proceed to Question 14)

Q4. What is your Agent’s business name and what country are they located in?

Q5. How/Where did you find the agent?
   a. X TAFE’s website
   b. Education exhibition
   c. Agent advertisement
   d. Family / friend recommendation
   e. Other (please specify) .................................................................

Q6. What made you choose your agent?
   a. Ethical and reliable reputation;
   b. They were the closest in location to me;
   c. Referral
   d. Newspaper advertisement
   e. Educational publication
   f. They represent X TAFE
   g. Their services were free
   h. Other (please specify) .................................................................

Q7. Did your agent charge you a service fee?
Q8. Did your agent advise you to do a particular course for migration purposes?

☐ Yes ☐ No

If Yes how much?
☐

Q.9 Did your agent recommend the right course?

☐ Yes ☐ No

Q10. Which did your agent talk about more?

☐ education ☐ migration outcomes

Q.11 Was the counselling session with your agent satisfactory?

☐ Yes ☐ No

Q.12. Would you recommend your agent to others?

☐ Yes ☐ No

Q.13. Do you have any comments about your agent experience you would like to share with us?

☐

Q14. Why did you choose Australia to study?

a. Affordable
b. Quality of education
c. Permanent residency opportunities
d. Course options
e. Career opportunities
f. Already an X TAFE student offshore
g. Family / friend lives in Australia
h. Agent recommendation
i. Other? Please specify……………………………………………………..
Q15. What was the main reason you chose to study at X TAFE?
   a. Price
   b. Location
   c. Course options
   d. Already a X TAFE student offshore
   e. Family / friend already here
   f. Agent recommendation
   g. Recommended by a X TAFE student
   h. Pathways from Diploma to Bachelor degrees
   i. Other? Please specify......................................................

Q16. Would you recommend X TAFE to others?
   ☐ Yes ☐ No

Q17. Do you have any comments about your X TAFE experience you would like to share with us?
   j. Other? Please specify......................................................

Q16. Would you recommend X TAFE to others?
   ☐ Yes ☐ No

Q17. Do you have any comments about your X TAFE experience you would like to share with us?
Appendix 4
Agent Warning Letter Template
Sample #1

<date>

Agent Name
Agent Address

Dear

X Institute of TAFE has recently conducted an Agent Audit for <insert name of agent>.

Your performance was reviewed by <insert name and title> using the Agent Audit Checklist form on <insert date>. X Institute students also completed a Student Post Arrival Appraisal of Agent form for <insert name of agent>

The following are the outcomes of the audit:
1.
2.
3.

Please provide a written response and explanation to the above mentioned points within 10 business days of the date of this letter. If you need an extension of time to provide a response please contact the undersigned immediately.

Regards

Insert Name Insert Title
### Appendix 4
Agent Termination Procedure
Sample #2

**Representative (Agent) Termination Procedure (Breach of contract or Non Performance)**

**Purpose**
An audit of representative (agent) service agreements is carried out on an annual basis in November during which any termination decisions are made. This process ensures <<Institute>> complies with the ESOS Act 2000 and the National Code 2007 with regards to exiting from a formal relationship with an education representative (agent).

**Scope**
This procedure is to be applied to all representatives (agents) with whom <<INSTITUTE>> wishes to terminate an agreement due to breach of contract or non-performance.

**Authority**
<<Insert Position Title and responsible Group>>

**Documentation**
Termination Correspondence Template

**Procedure**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Who</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notification of breach of contract by &lt;&lt;Institute&gt;&gt; (internal) staff or external party or non-performance decision made</td>
<td>&lt;&lt;Insert responsible staff&gt;&gt;</td>
<td>At any time</td>
</tr>
<tr>
<td>Investigation of breach (Refer to below) by &lt;&lt;Insert Position Title and responsible Group&gt;&gt;</td>
<td></td>
<td>Within &lt;&lt;Insert&gt;&gt; working days of breach</td>
</tr>
<tr>
<td>Investigation of findings and recommendation to &lt;&lt;Insert Position Title&gt;&gt;, who will decide if it warrants termination</td>
<td></td>
<td>Within &lt;&lt;Insert&gt;&gt; working days of breach</td>
</tr>
<tr>
<td>Issue confirmation to terminate contract due to breach of contract</td>
<td></td>
<td>Within &lt;&lt;Insert&gt;&gt; working days of breach</td>
</tr>
<tr>
<td>Send correspondence (via template) to representative about breach of contract and inform them of outcome to terminate agreement</td>
<td></td>
<td>Within &lt;&lt;Insert&gt;&gt; working days of breach</td>
</tr>
<tr>
<td>Update status of representative to “terminated” and remove all access to</td>
<td></td>
<td>Within &lt;&lt;Insert&gt;&gt; hours of letter being issued</td>
</tr>
</tbody>
</table>
Example of type of breach:

- The representative (agent) has given inaccurate/dishonest advice;
- Has held out the promise of permanent residence in Australia following study, or suggested fraudulent means of achieving residence;
- Has helped applicants who intend to come to Australia on a student visa intending to breach the conditions of their visa;
- Has engaged in false or misleading advertising or recruitment practices.
Appendix 4
Agent Agreement Termination Form
Sample #3

this form is to be used if the summary termination of an agent’s agreement is being considered

<table>
<thead>
<tr>
<th>Reasons for dismissal (please attach supporting documentation)</th>
</tr>
</thead>
</table>

This form will be completed in consultation with International Admissions Staff, International Marketing Staff, ELICOS Manager (if applicable) and Manager International and Manager Inbound Students.

<table>
<thead>
<tr>
<th>Termination of Agent</th>
<th>□ yes □ no</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>DEEWR Notified (if not please attach reasons)</td>
<td>□ yes □ no</td>
</tr>
<tr>
<td>DIAC Notified (if not please attach reasons)</td>
<td>□ yes □ no</td>
</tr>
</tbody>
</table>
(date)

(name & address)

Dear (name)

Re: Representative Agreement

As you are aware your agreement with [...] Institute of TAFE is due to expire on the [insert date]. As a requirement of the ESOS Standards the Institute is required to regularly review our arrangements with our representatives.

The agreement between our organisations has been completed and [...] Institute of TAFE has decided not to renew [agent name] agreement.

Could you please remove all reference to [...] Institute of TAFE from your website and destroy all [...] Institute of TAFE guidebooks and agent certificate.

We would like to thank you for your co-operation between our organisations and wish you and your organisation all the best for the future.

Yours sincerely