

EDUCATION AGENT AGREEMENT

Definitions

In this Agreement, unless the contrary intention appears:

- headings are for ease of reference only and do not affect the meaning of this agreement.
- the singular includes the plural and vice versa and words importing a gender include the other gender.
- other grammatical forms of defined words or expressions have corresponding meanings.
- money is in Australian dollars unless otherwise stated and a reference to 'A\$', 'AUD', '\$A', 'dollar' or '\$' is a reference to Australian currency.
- The Schedule to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule of this Agreement, the Schedule will prevail.
- **'Courses'** means educational courses registered in accordance with the requirements of the ESOS Act and offered by the Institute as identified in the Schedule.
- **'Course Fees'** means the tuition and non-tuition fees set by the Institute for their Courses.
- **'Education Agent'** means an organisation which recruits overseas students for the Institute, under the terms and conditions of this Agreement and Schedule.
- **'Education Agent Commission'** means the commission payments made to the Education Agent in accordance with the terms and conditions of this Agreement and Schedule.
- **'GST'** means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
- **'Marks'** means logos, trademarks, designs, and crests that belong to or carry the name of the Institute.
- **'Prospective Student'** means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at the Institute.
- **'Services'** mean the obligations the Education Agent is required to perform under the terms of this Agreement and Schedule.
- **'Student'** means a person enrolled in a Course with the Institute.
- **'Term'** means the period for which the organisation may act as an Education Agent of the Institute as set out in this Agreement and Schedule.
- **'Territory'** means the countries or regions set out in the attached Schedule.

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1. The Agreement

- 1.1 **Whereas** Astra Institute of Higher Education ("the Institute")
Level 3, 16-18 Wentworth St,
Parramatta NSW 2150
Australia
ABN: 26 647 630 555
- a. Is a registered Institute of Higher Education (TEQSA Provider ID: PRV14367);
 - b. Is bound by and complies with the legislative and regulatory requirements set down by TEQSA (Tertiary Education Quality and Standards Agency);
 - c. Wishes to enrol suitable students to study at the Institute;
 - d. And; engages Education Agents to act as its representatives in the territory stipulated in this Agreement.
- 1.2 **And whereas**
- Name: <agent name>
Address: <agent address>
Email: <agent email>
- a. hereafter known as the "Education Agent", provides services for the purpose of locating, informing, processing and referring suitable Students, and warrants to the Institute that it:
 - i. is a registered business meeting all of the requirements for appointment as an Education Agent;
 - ii. has suitably qualified staff to interview and advise Prospective Students concerning enrolments into the Institute;
 - iii. has read, understood and agrees to comply with the Institute's requirements as one of its Education Agents as specified in this Agreement and attached Schedule.
- 1.3 The Institute appoints the Education Agent in the Territory identified in the attached Schedule from the date of signing by the Education Agent with responsibility:
- a. for marketing the Institute's Courses as identified in the attached Schedule;
 - b. identifying Potential Students, counselling and assisting their enrolment in the Courses run by the Institute;
 - c. in accordance with the policies and procedures of the Institute.
- 1.4 This Agreement and the attached Schedule constitutes the complete and full Agreement between the parties, and replaces all previous agreements between the two parties, whether oral or written, expressed or implied.
- 1.5 This Agreement confirms that the Institute is and remains responsible at all times for compliance with the ESOS Act and the National Code 2018.

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- 1.6 This Agreement provides for the Institute to disclose the Education Agent's information to the Commonwealth, state and territory agencies and the Tertiary Education Quality Standards Agency (TEQSA) in the event of a breach of this Agreement or a regulator audit relating to this Agreement.
- 1.7 This Agreement is consistent with the Institute's policies, procedures, rules and regulations; and subject to the applicable laws and regulations of Australia and the State of New South Wales. In all cases of potential or real conflict between the applicable laws and regulations of Australia and any or all of the States, the terms and conditions of this Agreement shall comply with those of Australia.
- 1.8 This is a non-exclusive agreement. the Institute may appoint other Education Agents in the Territory.
- 1.9 The Education Agent cannot promote the Institute outside the identified Territory or perform the services outside that Territory. the Institute will not accept applications for enrolment from Prospective Students recruited by the Education Agent outside the boundaries of their approved Territory.
- 1.10 If the Education Agent wishes to expand the Territory, the Education Agent must submit a formal written Application to the Institute and must not forward applications from students living in the proposed new territory without written approval from the Institute. the Institute is under no obligation to approve the Education Agent's application for an expanded/new territory.
- 1.11 The Institute may require amendment to this Agreement if such amendments are required to ensure compliance with legislative and regulatory requirements, and the Education Agent must accept and comply with such amendments.
- 1.12 This Agreement may only be altered in writing, signed by both parties.
- 1.13 To ensure the integrity of this Agreement and Schedule, both parties to this Agreement agree that it shall be generated and delivered in PDF format, and that its being signed electronically by both parties will be legally binding.

2. Responsibilities of the Education Agent

2.1 **The Education Agent must, in accordance with the terms of this Agreement and the attached Schedule, and in accordance with the policies and procedures of the Institute:**

Promote the Institute's Courses in the Territory as identified in the attached Schedule.

Assist in the recruitment of and recruit Prospective Students to undertake Courses offered by the Institute as identified in the attached Schedule.

Provide Prospective Students with all necessary information about the Institute's Courses, facilities, services, policies and procedures.

Provide Prospective Students assistance in completing and submitting application forms to the Institute.

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Perform any other services and provide reports or information requested by the Institute and/or required by this Agreement.

2.2. In meeting these responsibilities the Education Agent must:

- a. Act at all times in a professional and ethical manner, namely;
 - i. practise responsible business ethics;
 - ii. provide current, accurate and honest information in an ethical manner;
 - iii. develop transparent business relationships with students and providers;
 - iv. provide current and up-to-date information that enables Students to make informed choices;
 - v. act honestly and professionally in the best interests of Students, with objectivity, transparency, confidentiality and integrity.
- b. Assist to uphold the high reputation of the Institute and of the Australian international education sector.
- c. Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics (provided with this Agreement).
- d. Act in accordance with the policies and procedures of the Institute, and directions given by the Institute.
- e. Obtain the Institute's prior written approval for all advertising and promotional materials for the Institute and its Courses.
- f. Accurately inform Prospective Students about the Courses run by the Institute using only material provided by and/or approved by the Institute, including information relating to the Institute's:
 - i. Courses, including course content and duration, qualifications offered, modes of study;
 - ii. facilities, equipment and learning resources;
 - iii. minimum educational qualifications and English proficiency required for acceptance into a Course;
 - iv. Course Fees and refund policy.
- g. Terminate any agreement with an employee if the Education Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined in this Agreement.
- h. Declare in writing and take all reasonable steps to avoid conflicts of interest with its duties as the Institute's Education Agent, where such conflicts of interest exist when:
 - i. an Education Agent charges services fees to both students and registered providers for the same service;
 - ii. an Education Agent has a financial interest in a private education provider; or

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- iii. an employee of an Education Agent has a personal relationship with an employee of the education provider.
- i. Assist Prospective Students to complete course applications, taking all reasonable steps to confirm the accuracy of the information provided by Prospective Students in those applications.
- j. Ensure that only completed, signed applications with all required supporting documentation (originals sighted, verified and stamped) are submitted to the Institute.
- k. Provide any Letter of Offer and other documents received on behalf of a Prospective or existing Student from the Institute to the Student within 24 hours of receiving those documents;
- l. Ensure that details of relevant fees and charges accompany each application and acceptance of offer documents.
- m. Before Prospective Students complete an application, the Education Agent must give the applicant accurate information provided to the Education Agent by the Institute about:
 - i. the Institute and its facilities, equipment and learning resources;
 - ii. the Institute's courses, including course content and duration, qualifications offered, modes of study;
 - iii. The minimum level of English language ability and educational qualifications required for acceptance into the Course;
 - iv. Visa requirements which must be satisfied by the student including English language proficiency levels;
 - v. the Institute's Course Fees and the Institute's International Student Refund Policy;
 - vi. the Institute's Student Selection and Admissions Policy;
 - vii. the Institute's Student Grievance Handling Policy and Procedure;
 - viii. the Institute's International Student Deferral, Suspension and Cancellation of Study Policy and Procedure;
 - ix. Living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;
 - x. Relevant information about the ESOS Framework.
- n. Provide the Institute with market intelligence relevant to the recruitment of Prospective Students in their Territory.
- o. Unless the Institute otherwise agrees, bear the cost of advertising and promotional activities undertaken by the Education Agent under this Agreement.
- p. Inform the Institute of any change in the Education Agent's physical address, telephone number, facsimile number or electronic mail address within five working days of such change.

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- q. Preserve the confidentiality of:
 - i. all information provided by the Institute and Prospective and existing Students, other than to the extent disclosure is required to perform the services in accordance with this Agreement, and to the extent disclosure is required to comply with legislative and regulatory requirements; and
 - ii. the terms of this Agreement.

2.3. In meeting these responsibilities, the Education Agent **must not**:

- a. Engage in any dishonest practices.
- b. Use any mark of the Institute without prior written consent of the Institute.
- c. Undertake any advertising or promotional activity about the Institute and its Courses without the prior written consent of the Institute.
- d. Engage in false or misleading advertising, promotional and/or recruitment practices.
- e. Give a Prospective Student inaccurate or misleading information about:
 - i. the Course Fee payable to the Institute; and/or
 - ii. their acceptance into a Course.
- f. Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association with the Institute
- g. Sign or encourage or allow others to sign official documents such as an application form on behalf of a Prospective Student or existing Student. (The Student's signature that appears on all official documents must be the same as that which the Student used when signing the Institute's application form).
- h. Commit the Institute to accept any Prospective Student into any Course offered by the Institute.
- i. Receive, withhold or bank the Course Fee payable to the Institute by a Prospective Student or deduct any amount from the Course Fee payable by the Prospective Student without prior written consent from the Institute.
- j. Impose any fee on a Prospective Student for their application or acceptance of offer unless this fee has been agreed by the Institute and brought to the attention of the Prospective Student prior to the lodgement of any documents.
- k. Actively recruit, or attempt to recruit, Prospective Students that the Education Agent knows to have engaged the services of another Education Agent of the Institute.

3. Responsibilities of the Institute

In accordance with existing legislative and regulatory requirements, and in accordance with the terms of this Agreement and the attached Schedule, the Institute must:

- 3.1 Give the Education Agent sufficient information to enable the Education Agent to undertake the specified responsibilities.
- 3.2 Assess completed applications from Prospective Students within a reasonable time of receipt.

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- 3.3 Meet the identified training needs of all the Institute's Education Agents, including:
 - a. initial training for all newly appointed Education Agents;
 - b. annual refresher training for all Education Agents;
 - c. information updates and training when there are changes to legislative and/or regulatory requirements, Institute policies and procedures, and/or Course changes, including fee structures; and
 - d. corrective training to address any shortcomings in the Education Agent's performance identified through the Institute's monitoring procedures.
- 3.4 Monitor the Education Agent's performance and activities through meetings, reports and surveys of students/parents, and conduct a biennial performance review prior to the (possible) extension of this Agreement.
- 3.5 Require the Education Agent to:
 - a. declare in writing and take reasonable steps to avoid conflicts of interests with its duties as the Institute's Education Agent;
 - b. observe appropriate levels of confidentiality and transparency in their dealings with Students or Prospective Students;
 - c. act honestly and in good faith, and in the best interests of the Student.
- 3.6 Formally investigate any reported or suspected cases of the Education Agent, Education Agent's approved subcontractor and/or Education Agent's staff behaving in a non-professional, unethical and /or non-compliant manner, including:
 - a. acting in a manner which may be negligent, careless or incompetent;
 - b. being engaged in false, misleading or unethical advertising and recruitment practices;
 - c. not acting to minimise conflicts of interest and, when they occur, not declaring those conflicts of interest, and thereby not acting in the best interests of Students;
 - d. acting in a manner which may be non-compliant with the terms and conditions of this Agreement and Schedule; and/or
 - e. being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of the Institute's Courses.
- 3.7 Require the Education Agent to take immediate corrective action to the satisfaction of the Institute, or terminate the agreement with the Education Agent, if it becomes aware of the Education Agent, Education Agent's approved subcontractor and/or Education Agent's staff behaving in a non-professional, unethical and /or non-compliant manner as indicated in Clauses 3.5 and 6.4.
- 3.8 Terminate this agreement with the Education Agent if it becomes aware of, or reasonably suspects dishonest practices, including engaging in false or misleading practices and a deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under the ESOS Act or National Code 2018 or any of the other dishonest practices outlined above.

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3.9 Where applicable, pay the Education Agent's Commission as specified in the attached Schedule for each student who:

- a. has been recruited by the Education Agent;
- b. has been issued with a Confirmation of Enrolment;
- c. has paid the Course Fees to the Institute;
- d. has enrolled in/commenced the Course; and
- e. who has not, subsequent to commencing the Course, been fully refunded the Course Fees.

3.10 Pay the Education Agent Commission payable under this Agreement as specified in the Schedule.

3.11 Inform the Education Agent of any change in the physical address, telephone number or electronic mail address of the Institute within five working days of such change.

4. Fees and Refunds

4.1 Course Fees

- a. The Institute will set Course Fees and publish detailed information on those fees and charges and their payment electronically on its websites, in printed brochures and information sheets, and in Letters of Offer.
- b. The Education Agent must provide Prospective and existing Students with full, accurate and current information on the Course Fees and the mode and conditions of payment and provide them with access to website addresses for accessing that information.
- c. The Institute reserves the right to modify and change Course Fees, with such changes taking effect from the date of notification.
- d. The Institute will allow the Education Agent to collect money from a Student or Prospective Student on its behalf, and remit such monies in accordance with the existing Australian government legislative and regulatory requirements, and in accordance with the terms of payment in this Agreement and Schedule.
- e. Course Fees must be paid in accordance with published fees, payment policies and procedures by the due date, and in the currency specified in the invoice.

4.2 Refunds

- a. The Institute will publish their policies and procedures relating to the refund of fees and charges electronically on its website and in the Letter of Offer and Student Agreement. Please refer to the Institute website for the appropriate refund policy.
- b. The Education Agent must provide Prospective and existing Students with full, accurate and current information on policies and procedures relating to fees, charges and refunds and provide them with access to website addresses for accessing that information.

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- c. the Institute reserves the right to modify and change their policies and procedures relating to fees, charges and refunds.
- d. Such changes will take effect from the date of notification for all Prospective Students but will only take effect for existing Students if they agree to, and from the date of their signing acceptance of the notified changes.
- e. Where Students are entitled to a refund, such monies are not transferable to another person or institution and will be transferred directly to the Student.
- f. Where the Student entitled to a refund has enrolled in another Course provided by the Institute, that Student may grant written permission for the refund monies to be transferred towards payment of the fees and charges arising from the new enrolment.

4.3 Education Agent's Commission

- a. Subject to the other provisions of this clause and in the Schedule, the Institute must pay the Education Agent Commission for each Student who:
 - i. is recruited by the Education Agent;
 - ii. is enrolled in a Course;
 - iii. has paid the Course Fees;
 - iv. has commenced the Course
 - v. has passed the census date for the study period (term) to which the Course Fees relates; and
 - vi. who has not, on or before the census date, been fully refunded the Course Fees.
- b. The Education Agent is regarded as having recruited a Student under this Agreement if the Education Agent
 - i. submits the Student's application for admission along with all necessary validated supporting documentation;
 - ii. submits an approved acceptance by the Student of any Letter of Offer for a place in a Course; and
 - iii. the application also bears the Education Agent's name.
- c. The Education Agent is regarded as having recruited a Student under this Agreement if the Student enrolls in further study without any break, even if the application is made directly by the Student.
- d. The Education Agent Commission is not paid where the Student applies to enrol directly to the Institute if there has been a break between enrolments of three months or more, and such enrolments will not count towards the Education Agent achieving projected targets.
- e. If the Education Agent can demonstrate that they were actively involved in advising, counselling and preparing a Student prior to that Student submitting an application directly to the Institute the Education Agent is entitled to the Education Agent Commission.
- g. If there is a dispute whether the Education Agent has recruited a Student, or a Student has submitted their own documentation for any other reason, the Institute has

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absolute discretion to determine whether the Education Agent recruited that Student for the purposes of this Agreement.

- h. If there is a dispute between the Education Agent and any other agent/representative concerning the recruitment of a Student, the Institute has absolute discretion to determine whether the Education Agent recruited that student.
- i. The Institute must pay the Education Agent Commission payable under this clause in accordance with the Schedule below.
- j. The Institute may request any Student to provide it with information about the fees or charges paid or payable by the Student to the Education Agent.

4.4. GST

- a. Any consideration to be paid or provided for a supply made under or in conjunction with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.
- b. If the Education Agent provides a service under or in connection with this Agreement under which GST is imposed (not being a service specifically described in this Agreement as GST inclusive):
 - i. the consideration payable or to be provided for a supplied service for which under the terms of this Agreement the stated fee does not include GST, will be increased by an amount equal to the GST payable by the Education Agent for that supplied service; and
 - ii. the amount by which the GST exclusive consideration is increased must be paid to the Education Agent by the Institute without set off, deduction, requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- c. If Education Agent Commission relates to a supplied service upon which GST is imposed, the Education Agent must provide to the Institute a valid Tax Invoice.

5. Assignment and Subcontracting

5.1 Assignment and Subcontracting

- a. The Education Agent must not assign this Agreement or any right under this Agreement without the prior written consent of the Institute (which may be withheld at its discretion).
- b. The Education Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of the Institute (which may be withheld at its discretion).
- c. Despite any subcontract, the Education Agent remains liable for performing its obligations under this Agreement.

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- d. The Education Agent must terminate any agreement with a subcontractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations.

6. Monitoring, Review, Continuation and Termination

6.1 Monitoring

- a. The Institute will regularly monitor the Education Agent's performance through regular communication and meetings with the Education Agent.
- b. In addition to these methods, the Institute will access Agent Performance Reports provided by the International Education Agents Data Project to analyse the Education Agent's student education outcomes categorised by the number and percentage of 'Complete/Incomplete' Confirmation of Enrolments. CoEs are identified as 'Incomplete' when a student has withdrawn or transferred, had their CoE cancelled by their provider, and non-compliance or deferment/suspension of CoEs.
- c. The Institute will formally investigate any reported or suspected cases of the Education Agent, Education Agent's approved subcontractor and/or Education Agent's staff behaving in a non-professional, unethical and /or non-compliant manner including:
 - i. acting in a manner which may be negligent, careless or incompetent;
 - ii. being engaged in false, misleading or unethical advertising and recruitment practices;
 - iii. not acting to minimise conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of Students;
 - iv. acting in a manner which may be non-compliant with the terms and conditions of this Agreement; and/or
 - v. being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of the Institute.
- d. Where the Education Agent does not comply with its obligations under this Agreement, the Institute will require the Education Agent to take immediate corrective action.
- e. If the Education Agent does not take immediate corrective action to the satisfaction of the Institute, then the Institute will terminate this Agreement with the Education Agent in accordance with section 6.4.

6.2 Review

- a. The Institute will conduct a biennial review of the Education Agent's performance, such reviews being based on information gathered through the monitoring procedures.
- b. The Institute will also review the Education Agent's performance in the event of the Institute becoming aware of any known or suspected case of unprofessional and unethical behaviour on the part of the Education Agent, or in the event of receiving a Student complaint.

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- c. The Institute will formally investigate any reported or suspected cases of the Education Agent, Education Agent's approved subcontractor and/or Education Agent's staff behaving in a non-professional, unethical and /or non-compliant manner, as identified in Clauses 2.3 and 6.1.c.
- d. The Institute will require the Education Agent to take immediate corrective action to the satisfaction of the Institute or terminate this Agreement with the Education Agent if it becomes aware of the Education Agent, Education Agent's approved subcontractor and/or Education Agent's staff behaving in a non-professional, unethical and /or non-compliant manner, as identified in Clauses 2.3 and 6.1.c.

6.3 Continuation of Agreement

- a. Subject to positive biennial performance review outcomes, the Institute will continue this Agreement.

6.4 Termination

- a. Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.
- b. This Agreement may be terminated if a total number of six (6) of the Education Agent's students have not been offered positions in Institute Courses within any twelve months.
- c. The Institute requires the Education Agent to take immediate corrective action to the satisfaction of the Institute, if it becomes aware of the Education Agent (including the Education Agent's approved subcontractor and/or Education Agent's staff):
 - i. failing to meet reasonable performance rates in terms of student referrals and conversion rates; and/or
 - ii. acting in a manner which may be negligent, careless or incompetent;
 - iii. being engaged in false, misleading or unethical advertising and recruitment practices;
 - iv. not acting to minimise conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;
 - v. acting in a manner which may be non-compliant with the terms and conditions of this Agreement and Schedule; and/or
 - vi. being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of the Institute and its Courses.
- d. If the Education Agent does not take immediate corrective action to the satisfaction of the Institute, then the Institute will terminate this Agreement with the Education Agent in accordance with clause 6.4.e.
- e. The Institute will terminate this Agreement with the Education Agent if it becomes aware of, or reasonably suspects criminal and/or dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered

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providers under National Code 2018 Standard 7 or any of the other dishonest practices outlined in Clauses 2.3 and 6.1c.

- f. If the Institute terminates this Agreement on the basis of Clauses 6.4b and/or 6.4d, that termination will take place when the Education Agent is formally served notice of termination by the Institute.
- g. On termination of this Agreement, the Education Agent must:
 - i. Submit all applications and Course Fees from Prospective Students received up to the termination date;
 - ii. Cease all promotional activity on behalf of the Institute;
 - iii. Submit no further Student applications; and
 - iv. Immediately cease using any advertising, promotional or other material supplied by the Institute and return all material to the Institute.
- h. On termination of this Agreement the Institute will remove the Education Agent from the official list of the Institute's Education Agents, and, if the Agreement is terminated on the basis of Clauses 6.4b and/or Clause 6.4c, the Institute will inform relevant government bodies of the termination.
- i. If this Agreement is terminated on the basis of Clauses 6.4.b and/or Clause 6.4c, the Institute will immediately cease payment of the Education Agent Commission which would otherwise become payable from the date of termination.
- j. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

7. Liability and Indemnity

- 7.1 Force Majeure.** No party will be liable nor deemed to be liable to the other party for failure or delay in meeting any obligation due to strikes, Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any cause beyond the control of the party which had the duty to perform.
- 7.2 Indemnity.** The Education Agent indemnifies the Institute in respect of any claim or demand made or action commenced against any person, the Institute or for which the Institute is liable in connection with any loss or damage suffered in connection with this Agreement or the subject matter of this Agreement, including but not limited to any legal costs as between solicitor and client incurred by the Institute or for which the Institute is liable, arisen from a breach of the Education Agent's duties and responsibilities stipulated by this Agreement.
- 7.3 Governing Law.** This Agreement is governed by and construed in accordance with the law in force in Australia and the State of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of that State and the Federal Court of Australia
- 7.4 Partnership.** Notwithstanding any other provision contained in this Agreement and Schedule or any implication which otherwise arise but for this clause, the relationship between the parties is not one of partnership.

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This Checklist must be signed as well as the Schedule and Signing Page that follow.

This Checklist is designed to ensure compliance by both the Parties to this Agreement with requirements under the ESOS Act 2000 and the associated National Code 2018 relating to:

- *Marketing information and practices;*
- *Student engagement before enrolment;*
- *Formalisation of enrolment;*
- *Education Agents; and*
- *Younger overseas students.*

-
1. I have read and understood the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code 2018), with particular attention to Standards 1 to 5. <https://internationaleducation.gov.au/regulatory-information/pages/regulatoryinformation.aspx>
 2. I declare to the Institute that I do not have any conflict of interest in carrying out my duties as an Education Agent of the Institute.
 3. I and my staff are aware of the requirements of the ESOS Act and the National Code 2018 and the Australian International Education and Training Agent Code of Ethics.
 4. I and my staff are aware of and understand the requirements for honest and ethical practice in all dealings under this Agreement.
 5. I understand this agreement will be terminated for any practices considered dishonest by the Institute as outlined in section 2.3.
 6. I will provide a list of fees and charges (including payment procedures, refund policy and procedures) to all Prospective Students.
 7. I will at all times ensure that only current up-to-date promotional materials and information provided and/or approved by the Institute are used in meeting our promotional and recruitment obligations.
 8. I will provide the Institute's (as deemed necessary in the Agreement and Schedule) CRICOS provider code number in all promotional material such as advertising and signage placed by myself and/or my staff.
 9. Only sighted and verified (by myself and/or my staff) original documents will be submitted as required documentation in all applications.
 10. Potential students' permanent home address will be clearly indicated on all applications, as well as my company stamp.
 11. I will comply with the terms and conditions of this Agreement and Schedule when submitting invoices for and receiving payment of Education Agent Commission.
 12. Students' date of birth will be included on all invoices for Education Agent Commission.
 13. I will contact the Institute immediately if I have any need for clarification relating to any aspect of the ESOS Act 2000 and the National Code 2018.
 14. By signing this Agreement, I understand that I am bound to comply with the requirements under the ESOS Act 2000 and the National Code 2018.

Name: _____

Signature: _____

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Position: _____

Company: _____

Date: _____

SCHEDULE

Education Agent Details

Company Name:

CEO:

Address:

Web:

Email:

Phone:

Date of Commencement: <commencement date>

Courses:

Bachelor of Business

Territories:

NSW

Education Agent Commission:

<enter commission structure here>

Education Agent Commission Payments

Automated payments are made after the census date in each period of study, with the amount paid being based on tuition fees earned from the Student up to the census date.

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Name:

Signature:

Position:

Company:

Date

EXECUTED AS AN AGREEMENT

Signed on behalf of Astra Institute of Higher Education by its authorised representative:

Name: Dhruv Sabharwal

Position: Chief Executive Officer

Signature:

Date:

In the presence of

Name of witness:

Signature of Witness:

Date:

Signed on behalf of <Education Agent name> by its authorised representative:

Name:

Position:

Signature:

Date:

In the presence of

Name of witness:

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Signature of Witness:

Date: