

TIIS EDUCATION Agent Agreement

Between

Higher Education Provider Details

Name of Company:	The Institute of International Studies (TIIS) Pty Ltd
Trading Name:	The Institute of International Studies (TIIS)
ABN:	37 605 540 547
Address:	13-15 Smail Street, Ultimo, Sydney NSW 2007 Australia
Phone:	02 8098 0702
E-mail:	info@tiis.edu.au
Other Details:	Provider No: PRV14085 CRICOS No: 03705J

And

Education Agency

Name of Company:			
Trading Name:			
ABN/ ACN:			
Name of Principal Contact:			
Address:			
Phone:		Mobile:	
E-mail:		Website:	

Contents

TIIS Education Agent Agreement.....	1
Terms of Agreement	3
Agreement Commencement Date	3
Background	4
Prerequisites for Education Agents	5
Responsibilities	5
Responsibilities of TIIS.....	5
Responsibilities of the Education Agent	7
Agent Commission Schedule.....	8
Agent Monitoring Mechanism	9
Immediate Corrective Actions.....	9
Variation to Education/referral agent Agreement	10
Governing Laws.....	10
FINAL SIGN-OFF.....	11
Schedule	12

Terms of Agreement

The Agreement with the Education Agent has an initial term of **2 years (24 months)** and will expire at the end of the term unless a renewal is negotiated. Renewal of agreements must be requested by the Education/Referral Agent up to one (1) month prior to expiry.

The Agreement is not exclusive to the Education Agent and TIIS may appoint other agents if we choose to do so. The termination of the Education Agent Agreement by either party does not affect any accrued rights of either party.

This agreement lapses after the specified agreement period. Renewal of the Agreement will solely be at the discretion of TIIS.

Agreement Commencement Date	
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Background

In accordance with the National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 4 and other related legislations or Standards, TIIS must:

- have a written Agreement with each Education Agent they engage with.
- enter and maintain Education Agent details in Provider Registration and International Student Management System (PRISMS);
- ensure Education Agents have appropriate knowledge and understanding of the Australian International Education and Training Agent Code of Ethics;
- ensure Education Agents act honestly and in good faith;
- take immediate corrective action, or terminate a relationship if an agent (or an employee or subcontractor) is not complying with the National Code; and
- not accept overseas students from an Education Agent if it knows or suspects that the Education Agent is engaging in unethical recruitment processes.

According to the same Standard, TIIS must have a written agreement with each Education Agent that formally represents their education services and enter and maintains the Education Agent's details in PRISMS. The written agreement must outline:

- TIIS's responsibilities, including for compliance with the Education Services for Overseas Students Act 2000 (ESOS Act) and National Code 2018;
- the requirements of the agent in representing TIIS;
- TIIS's processes for monitoring the Education Agent's activities and ensuring the Education Agent gives overseas students accurate and up-to-date information;
- the corrective actions that may be taken and the grounds for termination of the written agreement with the Education Agent; and
- the circumstances which information about the registered provider may be shared by TIIS and Commonwealth or state and territory agencies.

Please, note that it is TIIS's policy to **NOT** use Education Agents without a completed formal agreement. TIIS and the Education/Referral Agent have agreed that the Education/Referral Agent shall provide services on behalf of TIIS on the terms set out herein.

Prerequisites for Education Agents

Following criteria **MUST** be met by all international education and/or referral agents appointed by TIIS.

- The Proposed Education Agent must ensure a sound understanding of the current version of the ESOS Act 2000, ESOS Regulations and the National Code 2018 among all staff members engaged by the agent by signing an acknowledge letter, attached as part of the Agreement.
- The Proposed Education Agent must be a person of high professional and ethical standards.
- The Proposed Education Agent staff must be fluent in English.
- The Proposed Education Agent agree to cooperate with the relevant Regulator(s) during the term of the agreement by providing accurate and factual responses to information requests from the Regulator(s) relevant to the delivery of services, and in the conduct of audits and the monitoring of its operations.
- Failure to comply with this term of the Agreement will result in TIIS refusing to appoint the agent or terminating this agreement immediately and without further notice to the Education Agent.
- The Proposed Education Agent must also support the Australian Government Department of Education and Training's plans to make the data on student outcomes associated with international education agents available to the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) registered providers, and eventually publicly via the Australian Government Department of Education and Training's Provider Registration and International Student Management System (PRISMS).
- The Proposed Education Agent will not seek, request, or accept commission from TIIS in circumstances prohibited by the National Code for transfer of onshore recruitment.
- The Proposed Education Agent to TIIS whether a prospective student has commenced studies with another registered provider.
- The Proposed Education Agent will provide accurate and complete information to enable TIIS to assess commission eligibility in compliance with the National Code.

Responsibilities

The following is a list of responsibilities that each party to this policy will agree to in this Agreement in line with the following Acts, Regulations and Standards etc.

- ESOS Act 2000 (Attachment A)
- Education Services for Overseas Students Regulations 2019 (Attachment B)
- ESOS National Code 2018 Fact Sheet (Attachment C)
- Higher Education Standards Framework (Threshold Standards) 2021 (Attachment D)
- Australian International Education and Training - Agent Code of Ethics. (Attachment E)

Responsibilities of TIIS

1. TIIS will ensure any Education Agents they engage with, including offshore agents, have up-to-date and accurate marketing information and comply with the relevant Act and Standard.
2. TIIS will provide all program and marketing materials for use by the Education/Referral Agent. These materials will be accurate, current and not misleading and will detail the application and admission process with program information and other details about TIIS.

3. TIIS will process all applications according to the entry requirements, but it is under no obligation to accept prospective students provided by the appointed education agent.
4. TIIS will maintain regular meetings with the Education Agent which will be documented; these meetings will detail the Education Agent's activities regarding recruitment for the period and any concerns, updates on practices and feedback from student surveys.
5. TIIS will monitor the Education Agent via telephone, email, visits to education/referral agent's offices (yearly or as required), feedback surveys from students, quality of students – completion ratios, conversion ratio of letter of offer to enrolment, industry feedback re quality of students. All this information will be formally documented.
6. TIIS must take immediate corrective action if they are aware that or believe the Education Agent or its employee or subcontractor, have not complied with the Education Agent's responsibilities under Standard 4 of the National Code 2018. Corrective actions may include providing Education Agents with additional information or targeted training on expectations of the agent.
7. If TIIS becomes aware or has reason to believe that an Education Agent is engaging in false or misleading recruitment practices, TIIS will immediately terminate their agreement with the Agent including false or misleading recruitment practices were engaged in by an employee or subcontractor of the Education Agent.
8. TIIS will not be liable to pay any commission if the agreement has been terminated due to misconduct or not meeting the contractual obligations.
9. TIIS must not accept students from the Education Agent if they believe the Education Agent is engaging in unethical recruitment practices. This includes Education Agents that provide migration advice to overseas students when they are not authorised to do so under the Migration Act 1958.
10. TIIS must not accept overseas students from Education Agents that engage in, or have previously engaged in, dishonest recruitment practices. This includes Education Agents knowingly recruiting an overseas student in conflict with the TIIS's' obligations under Standard 7 (Overseas Student Transfers) of the National Code 2018.
11. TIIS must not accept overseas students from the Education Agent if they believe the Education Agent is creating Confirmation of Enrolments (CoEs) in PRISMS for non bona fide overseas students or facilitating the enrolment of overseas students while knowing that the overseas student will not comply with the conditions of their visa.
12. TIIS must enter and maintain the details of the Education Agents with whom they have a written agreement in TIIS website and PRISMS. A 'How To' guide for recording details in PRISMS is available at <https://prisms.education.gov.au/Information/ShowContent.ashx?Doc=How to Manage Agent Details.pdf>
13. TIIS must also ensure the Education Agent observes appropriate levels of confidentiality and transparency in dealings with overseas students while acting honestly and in good faith.
14. TIIS must pay commission to Agent in accordance with National Code 2018.
15. TIIS must ensure the Education Agents they engage with act ethically, honestly and in the best interest of overseas students. This means that TIIS must ensure its Education Agents declare and take all reasonable steps to avoid conflicts of interest with its duties as an Education Agent of the registered provider. This provision is to ensure transparency in the Education Agent's activities. Examples of conflicts of interest include, but are not limited to:
 - a) when the agent charges services fees to both overseas students and registered providers for the same service;
 - b) where an Education Agent has a financial interest in a Private Education Provider; or
 - c) where an employee of an Education Agent has a personal relationship with an employee of the Education Provider.

Responsibilities of the Education Agent

1. The Education Agent must also have appropriate knowledge and understanding of the overseas education system in Australia, including the Australian International Education and Training Agent Code of Ethics. This will be verified by TIIS on a regular basis.
2. The Australian International Education and Training Agent Code of Ethics is based on the London Statement. These requirements ensure Education Agents adhere to and practice responsible business ethics, and that Education Agents understand their obligations to provide current, accurate and honest information to overseas students to help them make informed decisions about study in Australia.
3. The Education Agent must provide details of written agreements it has with individual employees or sub-contractors it uses on its behalf and responsibility will rest with Education Agent.
4. The Education Agent must provide updated contact details for all expressions of interest from prospective students and provide the information to TIIS monthly.
5. The Education Agent must provide details of any proposed marketing activities for TIIS's approval prior to implementation.
6. The Education Agent must inform prospective students they are to pay fees directly to TIIS.
7. The Education Agent must forward all relevant documents received from TIIS to prospective students within two (2) business days of receiving documents.
8. The Education Agent must employ appropriately qualified staff who are to be involved in student recruitment, course counseling, application process, confirmation of enrolment and pre-departure.
9. The Education Agent will provide services in compliance with the Education and/or referral agents Agreement, the ESOS Act 2000 and the National Code 2018 etc.
10. The Education Agent must maintain monthly contact with TIIS and provide formal reports regarding recruitment for the period and any concerns, questions about updates on practices and feedback from student surveys.
11. The Education Agent will treat all applicants fairly and equally in accordance with admission policy.
12. The Education Agent will follow the process for recruitment and enrolment of overseas students as per TIIS policies and procedures.
13. The Education Agent will follow TIIS policy about complaints and corrective actions and report any issues immediately to TIIS.
14. The Education Agent and its staff and agents will act ethically, honestly with full integrity in all dealings with TIIS, potential and current students and the relevant authorities.
15. The Education Agent will securely store all student applications, maintaining student privacy and confidentiality in accordance with TIIS's privacy policy and the relevant privacy legislation in Australia, and provide documentation to TIIS upon request.
16. Once the agreement has expired or is terminated, all marketing and other materials supplied by TIIS must be returned to TIIS and our copyright must be observed and maintained always.
17. The Education Agent will only recruit students for courses they are eligible to enroll.

18. The Education Agent must detail to prospective students that if they have dependents who will accompany them to Australia, it is a requirement that school age dependents must enroll in either government or non-government school and that fees will apply.
19. The Education Agent will maintain the confidentiality of this Education Agent Agreement.
20. The Education Agent must provide an invoice with reference to student(s) and subsequent commission. It is Education Agent's responsibility to claim the commission on time and only on eligible students as permitted by National Code 2018. Commission must be claimed within that financial year and TIIS will not be liable to pay commission if the invoice is not presented within the prescribed period.
21. The Education Agent must facilitate TIIS is verifying the original documents and carrying out all the relevant checks to identify the genuine intention of potential students to study at TIIS.
22. The Education Agent act in the best interests of TIIS to provide quality students and facilitate to conduct initial screening of students.
23. The Education/Referral Agent must provide prospective students (before they complete the enrolment application form) with information about:
 - a) the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable.
 - b) the course content and duration, qualification offered if applicable, modes of study and assessment methods.
 - c) campus locations and a general description of facilities, equipment, learning and library resources available to students.
 - d) details of any arrangements with another registered provider, person or business to provide the course or part of the course.
 - e) indicative course-related fees including advice on the potential for fees to change during the student's course and applicable refund policies.
 - f) information about the grounds on which the student's enrolment may be deferred, suspended or cancelled.
 - g) Information required by ESOS Act, Regulations or Standards as indicated below:
 - h) relevant information on living in Australia, including:
 - i) indicative costs of living
 - j) accommodation options, and
 - k) where relevant, schooling obligations and options for school-aged dependents of intending students, including that school fees may be incurred.
 - l) advice on appropriate student health cover (OSHC)

Agent Commission Schedule

TIIS will pay fees to the Education/Referral Agent as outlined in (Schedule 1)

1. TIIS will pay a commission in Australian Dollars (valid from the Commencement date till the expiry date of the signed Agent Agreement) to the agent (and the agents referred by the agent) for the actual tuition fee received from the student(s) by TIIS. Commission is paid when the student commences to study in their enrolled units except for the onshore transferring students who have not completed their

principal course.

2. No commission is payable on supplementary fees such as Application fees, Materials Fees, supplementary examination fees, etc.
3. The agent must transfer the tuition fee paid by students through the agents within 24 hours from receipt of the payment.
4. No commission will be processed and paid to the agent until tuition fee has been received by TIIS in full.
5. In order to process commission on a timely manner Education Agent must include student details in the invoice such as students ID, student full name, course of study, course start date, current study period and agent bank details
6. The commission will only be payable after 4 weeks from course commencement date and provided student is enrolled at TIIS subject to provide a detailed invoice.
7. Agent must facilitate TIIS on collecting the tuition fee for ongoing study period. Commission is progressively paid after 4 weeks upon full payment of tuition fee from the student and only when:
 - a. An agent invoice has been received; and
 - b. The student has commenced his/her course.
 - c. Commission is only payable if permitted by National Code 2018

Agent Monitoring Mechanism

During the duration of engagement, TIIS will continually support and monitor the agent to ensure the Education Agent is meeting the obligations of the agreement.

The monitoring will take the following forms:

1. Regular Telephone meetings
2. Regular Email communications
3. Formal agent interviews
4. TIIS Education Agents Monitoring reports
5. Surveys from students recruited by the agent.
6. Education Agent Survey (TIIS will also ask education agents to complete surveys periodically to improve its services to students and agents.)

TIIS will provide Education Agents Monitoring reports to education agents and work out issues identified. If the Education Agent is not meeting the requirements of this agreement, then a corrective action will be documented with an action timeline. This will be brought to the attention of the agent and have a stipulated timeline for correction. A continuance of documented regular meetings will be maintained throughout the agreement period.

Immediate Corrective Actions

TIIS must take immediate corrective action if they are aware that or believe the Education Agent or its employee or subcontractor, have not complied with the Education Agent's responsibilities under Standard 4. Corrective actions may include providing Education Agents with additional information or targeted training on expectations of the agent.

- If TIIS becomes aware or has reason to believe that an Education Agent is engaging in false or misleading recruitment practices, they must immediately terminate their relationship with the Agent.
- If the false or misleading recruitment practices were engaged in by an employee or subcontractor of the Education Agent, TIIS must require the Education Agent to terminate its relationship with those individuals.
- TIIS must not accept students from Education Agents if they believe the Education Agent is engaging in unethical recruitment practices. This includes Education Agents that provide migration advice to overseas students when they are not authorised to do so under the Migration Act 1958.
- TIIS must not accept overseas students from Education Agents that engage in, or have previously engaged in, dishonest recruitment practices. This includes Education Agents knowingly recruiting an overseas student in conflict with TIIS's obligations under Standard 7 (Overseas Student Transfers).
- TIIS must not accept overseas students from Education Agents if they believe the Education Agent is creating Confirmation of Enrolments (CoEs) in PRISMS for non bona fide overseas students or facilitating the enrolment of overseas students while knowing that the overseas student will not comply with the conditions of their visa.

Variation to Education/referral agent Agreement

The Education/Referral Agent Agreement may be varied in writing and signed by both parties.

Governing Laws

The Education/Referral Agent Agreement is governed by and construed in accordance with relevant Acts Regulations, Standards, Code of Conducts/ethics in Australia.

- ESOS Act 2000
- Education Services for Overseas Students Regulations 2019
- ESOS National Code 2018 Fact Sheet
- Higher Education Standards Framework (Threshold Standards) 2021
- Australian International Education and Training - Agent Code of Ethics.
- Migration Act 1958, Migration Regulations, Australian Consumer Laws etc.

FINAL SIGN-OFF

SIGN for TIIS

Name	Anand Karuppiah	Position	Chief Executive Officer
Signature		Date	

SIGNS for the Education/Referral Agent

Name		Position	
Signature		Date	
Witness Name		Witness Signature	
Date of Witness			

Schedule 1:

Region to represent	Australian wide and offshore
Commission rate (paid only on tuition fee) (ongoing)	20% commission rate Ongoing till students paid and enrolled unless prohibited by National Code 2018 Standard 4
Performance Bonus	See the special notes as listed below
Special Recruitment bonus (one-off)	n/a
Marketing budget	Marketing budget will be determined later
Commission payable	Duration of the course

Restriction on Payment of Commission for Onshore Transfers

Unless Standard 4.8 applies, TIIS will not pay commission to the Education Agent where the commission relates to the recruitment of an overseas student who has commenced studying in a course with another registered provider without completion of their principal course.

Notwithstanding the above restriction, TIIS may pay commission where the recruitment relates to an overseas student:

- a) for the courses delivered by TIIS, as specified in the students' Confirmation of Enrolment (CoE), for which the student's student visa was granted; or
- b) for a course that commences after the student has completed their principal course of study with the other registered provider.

For clarity, commission payments outside the circumstances listed above are strictly prohibited. Please refer to the National Code 2018 [factsheet](#).