



AGENCY AGREEMENT

THIS AGREEMENT IS MADE

BETWEEN

Elite Education Vocational institute

("The Institute")

AND

The Organisation whose name and address appears in Item 1 of Schedule 1

("The Agent")

ON THIS DATE

DD/MM/YY

BACKGROUND

- a) The Institute intends to attract and recruit full time international students courses registered on CRICOS at the Institute.
- b) Australian law under the ESOS 2000 Act and the National Code 2018 require providers of education and training Programs to overseas students to be registered and sets out other requirements with which the Institute and its Agents have to comply.
- c) The Institute is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS requirements with CRICOS CODE NO: 03546G.
- d) The Agent provides services of recruiting suitable Prospective Students for enrolment and study at the Institute.
- e) The Institute appoints the Agent as its representative in a specified Territory mentioned herein this agreement to attract and recruit full time international students for study at the Institute.
- f) The Agent must be aware of the requirements of the ESOS 2000 Act the National Code 2018 by the Institute and has agreed to comply with these standards of expectation at all times.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

- a) "Commencement Date" means the date the last of the parties signs this Agreement which date appears on the front page of this Agreement;
- b) "Commission" means payment made by the Institute to the Agent for successful recruitment of students who enrol in Institute programs calculated in accordance with Item 3 of Schedule 1;
- c) "Course" means a unit of study in a Program;
- d) "Course Fee" means the tuition and other fees for Courses set by the Institute as published in the International Schedule of Programs and Fees;
- e) "CRICOS" means the Commonwealth Registers of Institutions and Courses for Overseas Students;
- f) "ESOS Act" means the Education Services for Overseas Students Act 2000 including its regulations;
- g) "Full time study" means the amount of study for a particular Program which is approved by the accrediting body for the Program, or in cases where the accrediting body gives no such approval, means the 20 contact hours per week, as defined in paragraphs 13.1 and 13.2 of the National Code;
- h) "Log of the Agent" refers to a documentation for monitoring the activities of the Agent which includes keeping track of visits, meetings, recording of marketing and administrative information updates given, performance of the students recruited, services provided either satisfactory or not satisfactory and, meeting compliance requirements as stipulated by the National Code 2018;
- i) "Marketing Material" is defined as any material, both print and electronic, that a Prospective Student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage;
- j) "Mark" means logos, trademarks, designs, and crests that belong to or carry the name of the Institute;
- k) "National Code 2018" means that Code which forms part of the ESOS Act pertinent details of which are set out in Schedule 2;
- l) "PRISMS" means the Providers Registrations and International Students Management System (the electronic system that hold CRICOS and the electronic confirmation of enrolment);
- m) "Programs" means the full time registered programs offered by the Institute and registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS);
- n) "Prospective Student" means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a student or an 'overseas student' as defined by the ESOS Act;
- o) "Suitable Prospective Student" means a person wishing to undertake a study with the Institute to meet the entry requirements (meeting competent English standards expected of at the relevant AQF level programs and minimum qualification prior to undertaking the respective AQF level programs as offered by the Institute);
- p) "Services" means the services described in clause 3 and clause 4;
- q) "Student" means a person (whether within or outside Australia) who holds student visa and is an 'overseas student' as defined by the ESOS Act;
- r) "Territory" means the countries or regions specified in Item 3 of Schedule 1, and;
- s) "Institute" means Elite Education Institute;

1.2 In this Agreement, unless the contrary intention appears;

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

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: + 61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- d) 'including' and similar expressions are not words of limitation;
- e) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar' 'AUD' or '\$' is a reference to Australian currency, and;
- f) Schedules 1 and 2 to this Agreement form part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedules, the clause of this Agreement will prevail.

2. ENGAGEMENT OF THE AGENT

- 2.1 The Institute appoints the Agent from the Commencement Date mentioned herein this agreement to be its representative to perform the Services in the specified Territory for that period of time set out in Item 5 of Schedule 1.
- 2.2 This is a non-exclusive agreement and the Institute may appoint other Agents in the specified Territory if it so chooses.
- 2.3 Should the agent intends to promote the Institute outside the specified Territory or conduct any other services unless and otherwise specified in this agreement on behalf of the Institute, a written consent should be sought and approved by the Institute prior to any intended activities to promote such other services.
- 2.4 Be bound by the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (*National Code 2018*) under Standards 4 pertaining to Education Agents.

3. MAIN RESPONSIBILITIES OF THE AGENT

- 3.1 Under this Agreement. the Agent must:
 - a) promote the Programs in the specified Territory and recruit suitable Prospective Students with a minimum age of 18 years and over to undertake Programs in the Institute;
 - b) provide onshore student transfers services (*for Prospective Students with a minimum age of 18 years and over*) in accordance with Institute procedures and requirements which are in accordance with National Code 2018 Standard 5;
 - c) assist suitable Prospective Students to become enrolled students in completing forms or applications and submitting these to the Institute;
 - d) ensure that all Prospective Students' documentation, i.e. statement of academic transcript/ record and qualification includes English proficiency, copy of passport/ official documentation, supporting letters including course completion, confirm enrolment, credit transfers, etc.;
 - e) ensure the payment of Course Fees by Prospective Students is initiated and, administered accurately and timely throughout the students' course of study;
 - f) provide in an official writing (*only original company letterhead is accepted*) to declare measures on how to avoid conflict of interests in its business dealings with the Institute;
 - g) observed at all times the appropriate measures of confidentiality and transparency in its dealings with overseas students or intending overseas students in terms of documenting correspondence in writing as evidence to be added into the Log of the Agent;
 - h) perform all of its services honestly and in bona fide to Prospective Students and the Institute alike;
 - i) ensure that adequate knowledge and understanding of how the international education system in Australia, , including the Australian International Education and Training Agent Code of Ethics, and;
 - j) fulfilling compliance with the National Code 2018 Standards 4 and 7 requirements sufficiently.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- k) ensuring compliance to the Australian International Education Training's Agent Code of Ethics (ACE) at all times.

4. DETAILED OBLIGATIONS OF THE AGENT

4.1 In performing the Services, the Agent must:

- a) make provision to declare in writing in reference to the National Code 2018 Standard 4 clause 4.3.1 specifically and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider;
- b) promote the Programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner as per National Code 2018 Standard 4 clause 4.5;
- c) inform Prospective Students accurately about the requirements of Programs. This must be done by reference to the material provided by the Institute;
- d) assist to uphold the high reputation of the Institute and of the Australian international education sector;
- e) inform and remind Prospective Students that they are required to pay their Course Fees either through the Agent (ensure timely disbursement of tuition fee is made to the Institute) or directly to the Institute;
- f) advise each Prospective Student that an international home address must be provided to the Institute;
- g) check each Prospective Student application is complete in line with guidelines provided and make sure that all necessary evidence and documents accompany a Prospective Student's application or acceptance of offer;
- h) provide any documents including offer documents received from the Institute to the Prospective Student within two (2) days of receiving the documents;
- i) report to the Institute immediately if they detect any fraudulent documentation submitted with any Prospective Student application;
- j) provide the Institute with market intelligence about the recruitment of students in the specified Territory;
- k) only undertake promotional and marketing activities that are connected to or make reference to the Institute that are expressly authorised by the Institute, and;
- l) at all times comply with the requirements of the National Code 2018 as set out in Schedule 2; obtain the Institute's written permission before engaging in any specific marketing activity such as exhibitions and interview programs.
- m) the Agent must also participate in an annual review meeting in which discussion of their business plan will take place which includes provisions on how they wish to carry out the operations of marketing activities for the Institute by which will be conducted by a senior management representative of the Institute.

4.2 The Agent is to provide to Prospective Students, before they complete an application, accurate and up-to-date information provided to the Agent by the Institute about:

- a) the Institute and its facilities, equipment and learning resources;
- b) the Programs and in particular to each Prospective Student, details of the Program that Prospective Student is applying for;
- c) the Course Fee and refund conditions;
- d) living in Australia and the local environment of the relevant campus, information about campus locations and costs of living including information on the likely amount of funds required to meet the cost of living, and;
- e) the minimum level of English language ability, educational qualifications and work experience required for acceptance into a Program;

4.3 The Agent needs to ensure that the Prospective Students are informed on the following:

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- a) students who come to Australia on a student visa must have a primary purpose of studying and must study on a full time study basis as expected of in meeting academic progress throughout their Program of study;
- b) any school age dependants who accompany them to Australia are required to pay full fees if they enrol in either government or non-government schools;
- c) make provisions to support Prospective Students for pre-departure advise or any other assistance as deemed required of/ for, and;
- d) it is expected of Prospective Students to ensure that timely and accurate payment of their Course Fees is made to the Institute as indicated by the Prospective Student offer letter.

4.4 The Agent is not allowed to:

- a) 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 in accordance to National Code 2018 Standard 4;
- b) facilitate applications for students who do not comply with visa requirements or who the Agent reasonably believes will not comply with visa requirements;
- c) Provide prospective students with 'immigration advice' as defined in the Migration Act 1958 unless the Agent is separately registered as a Migration Agent under that Act;
- d) make any representations or offer any guarantees to students about whether they will be granted a student visa;
- e) engage in false or misleading advertising or recruitment practices;
- f) make any false or misleading comparisons with any other education provider or their programs or any other association between the Institute and other third-party entities;
- g) make any inaccurate claims of association of the Institute with any other education provider;
- h) give inaccurate information to a Prospective Student about acceptance into the Program for which they applied or into any other Program;
- i) undertake any advertising or promotional activity about the Programs or the Institute without the prior written consent of the Institute where such advertising or promotional activities will be at the Agent's expense unless otherwise is agreed in writing by the Institute in advanced;
- j) actively recruit, or attempt to recruit, Prospective Students that the Agent knows to have engaged the services of another official Agent of the Institute;
- k) commit the Institute to accept unsuitable Prospective Students into a given Course without meeting the requirements and standards expected of as mentioned herein this agreement;
- l) receive or bank any fees and charges payable to the Institute by a Prospective Student or deduct any amount from such fees and charges;
- m) give inaccurate information to a Prospective Student about the fees and charges payable to the Institute; and
- n) charge any fee to a Prospective Student for their application or acceptance of an offer.

4.5 The Agent is not permitted to:

- a) commit the Institute to accept any Prospective Student into a Program and must not make representations to the contrary and the Agent acknowledges that the Institute has the sole discretion in the admitting of Prospective Students into its Programs;
- b) use or access PRISMS, the Australian Government electronic enrolment system without the approval of the Institute;
- c) use any registered or unregistered Mark or trademark of the Institute without the prior written consent of the Institute.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580 RTO Code: 45018 CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: + 61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute



5. WHAT THE INSTITUTE MUST DO

- 5.1 The Institute would at all times maintain and uphold the Education Services for Overseas Act 2000 (*ESOS Act*) and related legislation which are coined to ensure the wellbeing and protection of the overseas students' interest when coming to Australia on student visas and, to adhere to the expectations of protecting and enhancing Australia's reputation for quality education, tuition fee protection and the integrity of the student visa program.
- 5.2 The Institute will ensure that it complies with Standard 4 of the National Code 2018 that education agents act ethically, honestly and in the best interests of overseas students as well as uphold the reputation of Australia's international education sector in the context of ensuing the following obligatory and due process:
- provide a Log of Agent visits as evidence on the support given by the Institute to the Agent in terms of providing marketing (*strategic business perspective, marketing brochures and activities as expressed in detail in clause 5.6*) and administrative (*new policies, currency of compliance practices*) information updates
 - document into the Log of Agent, the Agent's service performances such as reviewing the Agent's work, meeting compliance requirements, reporting on progress and suitability of students recruited.
 - Utilise the Log of Agent as a supporting evidence for corrective action to be taken by the Institute when providing performance report of the Agent on PRISMS to ensure that the Institute places considerable emphasis on recruitment of 'genuine' students so that the Institute's objective would favour completion rate rather than solely enrolment numbers.
- 5.3 The Institute must provide monitoring and reviewing agent performance on an annual basis (*anniversary date of the agency agreement signed*) through the Log of Agent on the following:
- student feedback which would be obtained from Prospective Students who would be asked to complete the Education Agent Feedback Form to provide provides direct feedback concerning students' opinions and experiences with their agent. - included in student orientation packs. Such student feedback could also be elicited prior to the annual (*based on the anniversary date of the agency agreement signed*) as a supporting evidence to the Log of the Agent when making a review of the Agent's performance.
 - regular Agent visits within the 12-month calendar year would account for qualifying performance merits to meet the National Code 2018 Standard 4 clause 4.2.3 as fulfilling the Agent's duty and obligations mentioned herein.
 - in-house analysis of Agent performance - the Institute would analyse areas where agents could improve and provide an objective assessment of the services provided on an annual basis, whereby such reviews will determine: (1) if Agents with *no further registrations* will automatically become inactive on the Institute's student management system and its agreement would not be renewed, and; Agents with registration continue will be given a renewal of their agreement with the Institute.
 - the termination of the agreement with the Agent if it becomes aware of, or reasonably suspects 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 (*transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study*) or any of the other dishonest practices outlined herein or showing the inability to comply with any of its obligations under this written agreement as a means of taking immediate corrective action as stipulated in section 9 .

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- 5.4 Based on the annual audit to review the agents' performance and compliance, the Institute will consider the performance of the Agent to decide whether to:
- Maintain the Agent's appointment;
 - Appoint the Agent for a further period subject to certain conditions; or
 - Terminate the Agent's appointment in Accordance with Termination clause.
- 5.5 The Institute will exercise its due diligence to consider:
- the Agent's compliance with the agent Agreement and any conditions placed on the Agent by the Institute;
 - the number of students the agent has recruited and the conversion rate of:
 - Student applications to Institute offers; and
 - Institute offers to actual enrolment of students;
 - Student's completion in accordance with scheduled course duration.
 - the reasons why applications from potential Students did not proceed to student enrolment status;
 - the number of student visa refusals for students recruited by the agent;
 - any feedback or information from students or third parties regarding the agent;
 - the quality, accuracy and currency of information and advice provided by the Agent to Students; and the quality of the appointment as assessed by the Institute.
 - If following completion of the agent audit of an existing agreement, the Institute is satisfied that the agent has not engaged in unprofessional conduct, a new agent agreement may be offered to the agent.
 - If following completion of the agent audit of an existing agreement, the Institute has evidence that the agent has engaged in unprofessional conduct, the Institute can either terminate the agreement, or give 20 working days for the agent to rectify the mistakes immediately. If after re-audit, the Institute is satisfied with the agent's rectification, the agent agreement can be renewed.
 - The renewed Agent Agreement is to be updated to include any new Department of Home Affairs (DHA) or Australian International Education and Training's Agent Code of Ethics (ACE) or DEEWR or Institute policy or requirements.
- 5.6 The Institute will ensure that corrective and preventative actions must be appropriate to the breach of requirements by the Agent which include:
- cancelling the agent agreement,
 - correcting incorrect information provided to students,
 - requiring the Agent to undertake counselling by Imperial about the Agent's responsibilities under this agreement, code of conduct under this agreement and requirements under the National Code 2007.
 - Agent's refusing to undertake the required corrective and preventative action will have their agreement cancelled and no pending commission paid.
 - allowing an agent's right to appeal for non-renewal of agent agreement whereby the Agent must address their appeal in writing with any supporting documentation they might have and the PEO will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.
- 5.7 The Institute would provide its duty and care in its obligations on:
- give the Agent sufficient information to enable the agent to undertake the services;
 - provide ongoing training to the Agent and its staff;
 - assess completed applications from prospective students within a reasonable time of receipt;

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- d) to accept a Prospective Student referred by the Agent if the Institute deem to be unsuitable, i.e. supporting documentation that may be incomplete or falsified or misleading information, etc.;
- e) take immediate corrective action or terminate the agreement with the Agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training;
- f) the termination of the agreement with the agent if it becomes aware of, or reasonably suspects 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 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.
- g) ensure the monitoring the performance of education agents through the following means:
 - Education Agent Feedback Form completed by the students;
 - ongoing and consistent contact with agents via telephone and email;
 - knowledge of agent of regulatory requirements including ESOS and National Code requirements, and Imperial marketing material;
 - scrutiny of agent websites for accuracy and currency of information relating to the Institute; and any other related marketing materials/ activities are conducted.

5.8 The Institute will fosters a cultural congruence between the background of the marketing staff and the markets with which they interact primarily, which fosters good communication with agents.

6. CONFIDENTIALITY

6.1 The Agent must keep confidential:

- a) all information provided by the Institute, other than to the extent disclosure is required to perform the Services in accordance with this Agreement;
- b) the terms of this Agreement, and
- c) all other information that may be disclosed by the Institute and the Commonwealth or State or territory agencies in accordance to the National Code 2018 Standard 4 clause 4.2.6

7. AGENT'S COMMISSION

7.1 Subject to the other provisions of this clause 7, the Institute must pay the Agent the Commission for each Student who:

- a) is recruited by the Agent; and
- b) is enrolled in a Course/ Program; and
- c) has paid the respective Course Fee to the Institute.

7.2 An Agent will not be regarded as having recruited a Student under this Agreement unless:

- a) the Agent submits the Student's full application for enrolment and that application also bears the Agent's name. Where a Student's application has previously been submitted through another Agent the new application will only be accepted when accompanied by a signed letter from the Student indicating a change of agent.
- b) the Agent submits an acceptance by the Student of any letter of offer from the Institute of a place in a Program.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- 7.3 No Commission will be payable by the Institute to the Agent where the Student is recruited through the Institute's own programs.
- 7.4 If a Prospective Student elects to change Programs before eight Courses are completed, then Commission will continue to be payable up to a combined maximum of eight (8) Courses for all Programs undertaken by the Student. Commission will not however continue to be payable to the agent where the change of program is academic progression by a student to a higher level program e.g. completion of diploma program and enrolment in a bachelor program.
- 7.5 No Commission is payable by the Institute in relation to a recruited Student unless the Agent has submitted an invoice in relation to the Student:
- containing the Student Number, family name and given names of the Student;
 - presented on the Agent's letterhead, which shows current address, telephone, fax and email details of the Agent;
 - with an invoice number or reference;
 - containing such other information as the Institute may require; and submitted prior to the last day to drop courses without academic or financial penalty for each semester. After this date the invoice will be reviewed and the Agent notified if any variation to the invoice is required. The Agent must forward the amended invoice no later than 4 weeks after the last day to drop courses without academic or financial penalty for that semester.
- 7.6 The Institute must pay the Commission payable under this clause 7 to the address set out in Item 1 of Schedule 1.
- 7.7 The Institute reserves the right to obtain additional information and evidence in relation to the entitlement to the Commission payment. The Institute's decision on the entitlement to Commission will be final.

8. TERMINATING THIS AGREEMENT

- 8.1 Either party can terminate this Agreement at any time by giving the other party six (6) months prior written notice.
- 8.2 The Institute can terminate the Agreement at any time and with immediate effect by giving notice to the Agent if the Agent breaches any provision of this Agreement. In particular, but without limiting this provision, the Institute can terminate this Agreement under this clause 8.2 if the Institute becomes aware of or reasonably believes that the Agent has breached any provision of the National Code 2018 requirements set out in Schedule 2.
- 8.3 The Institute can terminate this Agreement by giving the Agent 60 days written notice if the Agent fails to refer any students to the Institute during any calendar year.
- 8.4 Under item 5.2d, the Institute would take correction action specifying the grounds for concern/s and requesting a response within 10 business days of receipt of the *letter (an extension to the time limit may be granted on application)*.
- 8.5 When the EEVI Principle Executive Officer decides to terminate or not renew an Agency Agreement appointment:
- the decision and reasons will be conveyed to the Agent in question, using a written notice, and the termination will take place when the Agent is formally served that notice;
 - DHA and DET will be notified of the termination and the grounds for the termination if the termination resulted from suspected unprofessional conduct;
 - details relating to the audit and decision will be entered on the Log of the Agent ;

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

- d) the Agent's name will be removed from the EEVI's website;
- e) the Agent's students will be notified of the termination/non-renewal, and invited to submit a EEVI Change of Agent request form; and
- f) EEVI will ensure that no further referrals and applications will be accepted from the terminated Agent

8.6 Upon termination notification, the Agent must:

- a) submit all applications from Prospective Students received up to the date of termination;
- b) submit no further student applications, and;
- c) immediately cease to use any advertising, promotional or other Marketing Material supplied by the Institute and return all such material to the Institute by registered mail or a reputable international courier.

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

9. ASSIGNMENT AND SUBCONTRACTING

9.1 The 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).

9.2 The 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).

9.3 Notwithstanding any subcontract, the Agent remains fully responsible for performing its obligations under this Agreement.

10. NOTICES

10.1 A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail to the party at the address specified at Item 1 of Schedule 1, or such revised address notified in accordance with clause 10.2.

10.2 A party which changes its address, facsimile number or electronic mail address must give notice of that change to the other party.

10.3 The Institute must be immediately notified of any change to any business trading name of the Agent.

11. THIS DOCUMENT IS THE ENTIRE AGREEMENT

11.1 This Agreement, its schedules and annexures:

- a) constitute the complete and full agreement between the parties as to its subject matter; and
- b) replaces and supersedes any prior arrangement or agreement between the parties and for the avoidance of doubt commission rates applicable under any prior agreement shall no longer be applied.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

12. VARIATION

12.1 This Agreement may only be altered in writing, signed by both parties.

13. GOVERNING LAW

13.1 This Agreement is governed by and construed in accordance with this law in force in the State of New South Wales, Australia.

13.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and the Federal Court of Australia.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580 RTO Code: 45018 CRICOS Code: 03546G
City Campus: Level 5, 770 George St Sydney NSW 2000
North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060
Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)
Fax: +61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

SCHEDULE 1

Item 1: Agent name and Address

Name:

Contact:

Address:

Item 2: Commission Payment

Commission will be calculated on the following basis:

2.1 The Institute will pay the following Commission to the Agent for Students recruited into the Institute's Programs:

- Diploma Program: ___% of Course fees for the whole program

2.2 In order to be eligible for the Commission:

- The Student's application must have the Agent's "stamp" placed on it prior to submission to the Institute for assessment.
- The Agent must supply a tax compliant invoice to the Institute in accordance with any applicable requirements of Australian law.

2.3 The following will apply where more than one recruitment Agent seeks Commission for an individual Student enrolment;

- If more than one recruitment Agent submits an official invoice to the Institute in respect to any one Student enrolling in an individual Program, the Institute will only be required to pay one Agent the Commission.
- If the Student's Program on the application form both Agents is the same, the Agent entitled to the Commission will be the Agent about whom the Institute receives confirmation from the Student which Agent they wish to represent them.
- If the Student's Program on the applications is different for each Agent, the Agent entitled to the Commission will be the Agent who recruited the successfully enrolled student. The completed application must have the Agent's stamp.

Elite Education Group Pty Ltd trading as Elite Education Vocational Institute

ABN 65 162 298 580

RTO Code: 45018

CRICOS Code: 03546G

City Campus: Level 5, 770 George St Sydney NSW 2000

North Sydney Campus: Level 2, 1 James Place, North Sydney, NSW 2060

Tel: +61 2 9211 4958, +61 2 9212 2120 (City Campus); +61 2 99575588 (North Sydney Campus)

Fax: + 61 2 9211 6620; Website: www.ee.edu.au Email: admission@ee.edu.au



Elite Education Vocational Institute

SCHEDULE 2

Standard 4 at clause 4.6 of the National Code 2018 states that the Agent must not:

- a) engage 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) facilitate the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa.
- c) use Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student; or
- d) provide immigration advice where not authorised under the Migration Act 1958 to do so.