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EMAIL THIS AGREEMENT TO info@casstraining.com.au
PLEASE INITIAL ALL SECTIONS OF THIS AGREEMENT & SIGN LAST PAGES

CTIC NEW AGENCY AGREEMENT 2018 (OFFSHORE)

AGREEMENT: This Agreement is dated ____/____/2018 and valid until ____/____/2020.

BETWEEN: Cass Training Pty Limited trading as Cass Training International College (CTIC), of Ground, 48 Lime Street, Sydney, NSW 2000, Australia (ABN Number: 19 056 455 620, CRICOS Provider: 00956C) (the "College");

AND (Company Name) _____ an entity established under the law of Australia

And having its registered office at (Address) _____

Phone no _____, Email address _____@_____

(the "Agent") Principal Officer (Name) _____.

BACKGROUND

- (a) The College, located in Sydney, New South Wales, Australia is a Registered Training Organisation ("RTO") under the *Vocational Education and Training Act 2005 (NSW)* whose activities include the provision of educational and training Programs.
- (b) Australian law requires providers of education and training Programs to overseas Students to be registered and the law sets out other requirements with which the College and its Agents comply. These requirements are contained in the *Education Services for Overseas Students Act 2000 (C'wth)* ("ESOS Act") and a National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (the "National Code 2018") has been created under Part 4 of the ESOS Act.
- (c) The College is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements.
- (d) The Agent provides Services comprising finding suitable Students in their Marketing Region ("the Region") for enrolment and study in Australia.
- (e) By this Agreement the College engages the Agent as its non-exclusive representative in the Region to find such Students for study at its various campuses.
- (f) The Agent has been made aware of the requirements of the ESOS Act by the College and has agreed to comply with those requirements.

1. DEFINITIONS

(1) In this Agreement:

Agent means the corporation (or other business entity) being contracted by **Cass Training Pty Limited** to recruit students.

College means **Cass Training Pty Limited trading as Cass Training International College (CTIC)**.

Course Money means "course money" as defined in the ESOS Act.

Full Time Study means the amount of study for a particular Program, which is approved by the College. For student visa Students it is fixed at twenty hours per week for a minimum of twenty-six to thirty-six weeks per year at a minimum average course attendance of 80% at any stage of their course.

Mark means a logo, trademark, design, or crest that belongs to or carries the name of the College.

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

Program means a full time registered education and training program offered by the College and registered on the CRICOS.

Program Fee means the tuition and other fee for a Program set by the College.

Services means the services that the Agent is responsible for providing under clauses 3 and 4;

Student means an "overseas student" as defined in the ESOS Act and includes:

- (a) an "intending overseas student" as defined in the ESOS Act; and

- (b) a person who is or may be interested in becoming a Student of the College;

Region means the countries or regions specified in Item 1 of Schedule 1;

(2) In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings; and
- (d) 'including' and similar expressions are not words of limitation.

(3) The Schedules to this Agreement form part of the Agreement, but if there is any conflict between a clause of this Agreement and a Schedule of this Agreement, the clause will prevail.

2. ENGAGEMENT OF THE AGENT

- (1) The College engages the Agent to provide the Services in respect of the Region on the terms and conditions set out in this Agreement.
- (2) The College can appoint other agents in respect of the Region as it chooses without reference to or consultation with the Agent.
- (3) The relationship between the parties is not that of employer and employee nor of partnership and neither party shall:
 - (a) for any purpose represent, or in any way, hold itself out to be such; nor
 - (b) make any promise, warranty or representation or execute any contract or otherwise act on behalf of the other party unless specifically provided for in this agreement or authorised in writing by the other party.
- 4. Each party (the "first party") irrevocably and unconditionally indemnifies and agrees to keep indemnified the other party and its respective directors, officers, employees, agents and representatives in relation to any liability, loss, harm, damage, cost or expense that may result from the negligent acts or omissions of the first party arising from or incidental to its performance of this Agreement.
- 5. The Agent shall complete the form set out in Schedule 4 forthwith upon signing this Agreement and then send a copy of this Agreement with the form, to the College by email.

3. RESPONSIBILITIES OF THE AGENT

The Agent must:

- (1) Keep the terms of this Agreement confidential;
- (2) Keep all information provided by the College confidential, other than to the extent disclosure is reasonably required to perform the Services in accordance with this Agreement;
- (3) Meet key performance levels of Student recruitments as agreed with the College from time to time;
- (4) Promote Programs in the Region, with integrity and factual correctness;
- (5) Provide immigration assistance to Students within the meaning of the *Migration Act 1958 (C'wth)*;
- (6) Perform other services and provide reports or information requested by the College as required by this Agreement;
- (7) Bear the Agent's own costs associated with the performance of this Agreement;
- (8) Undertake those exhibitions, advertising and other promotional activities that the Agent is expressly authorised by the College in writing to undertake;
- (9) Invite the College to participate in and share the costs of participation in specific exhibitions, advertising and other promotional activities;
- (10) To meet the full cost of authorised exhibitions, advertising and other promotional activities unless the College gives its prior written agreement to share the cost;
- (11) Uphold the high reputation of the College and of the Australian international education sector;
- (12) On request of the College, provide it with market intelligence about the recruitment of Students in the Region;
- (13) Not engage in conduct of a kind described in paragraphs a. to d. of Standard 4.3 of the National Code 2018 as set out at Schedule 3 to this Agreement;
- (14) Not use or access PRISMS, the Australian Government electronic enrolment system; and
- (15) Not use any registered or unregistered Mark connected with the College without the prior written consent of the College. This paragraph does not prevent the Agent from distributing material provided by the College which displays its Mark.
- (16) Cooperate with the VET regulator (ASQA) by providing accurate and factual responses to information requests from the VET regulator (ASQA) relevant to the delivery of services and in the conduct of audits and the monitoring of its operations.

4. AGENT RESPONSIBILITIES IN REGARD TO STUDENTS

The Agent must deal with Students as follows:

- (1) Recruit suitable Students to undertake Programs in accordance with College procedures and requirements in an honest, ethical and responsible manner;
- (2) Assist people to become Students and for that purpose provide all necessary information about Programs and provide assistance in completing forms or applications and submit these to the College;
- (3) Inform Students accurately about the details of Programs with reference to the material provided by the College;
- (4) Arrange for the testing of Students in the English language to be carried out in accordance with the *Migration Act 1958 (C'wth)*;
- (5) Act reasonably in the interests of the College by providing it, either at its request or on the Agent's own initiative, with details of enquiries by Students and groups of Students and action taken by the Agent to respond to those enquiries;
- (6) Ensure that the College's application for admission forms are fully completed;
- (7) Forward or request applicants to forward fees payable in accordance with the approved College fee schedule, directly to the College. All cheques and bank drafts tendered by the Student and electronic funds transfers must be in Australian dollars and, where appropriate, made payable to **Cass Training International College**;
- (8) Ensure that tendered cheques and bank drafts accompany their related applications and acceptances of offers and that any electronic funds transfers are made contemporaneously with the forwarding of the relevant form to the College;
- (9) Ensure Students, when completing forms, provide the College with their own address and not the Agent's address;
- (10) If a Student's visa application is refused, advise the Student that the College will refund the Student's fees;
- (11) Ensure that all necessary evidence and documentation accompanies Students' applications or acceptances of offers;
- (12) Provide any offer documents received from the College to the Student urgently. When the Agent and the Student are both located in the Region, within three days and where the Agent and the Student are not both located in the Region, within a reasonable time being not more than seven days after receiving the offer documents;
- (13) The Agent must give to Students, before they complete an application, information provided to the Agent by the College about:
 - (a) the College and its facilities, equipment and learning resources;
 - (b) the Programs and durations;
 - (c) the qualification or accreditation gained on completion;
 - (d) the teaching methods used;
 - (e) the assessment methods used;
 - (f) the Program Fees and refund conditions;
 - (g) living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;
 - (h) the minimum level of English language ability, educational qualifications for acceptance into a Program; and
 - (i) visa requirements, which Students must satisfy including English language proficiency levels.
- (14) The Agent must tell Students that:
 - (a) The decision in relation to acceptance and credit exemptions into a program rests with the College, and that the Agent cannot commit the College to accept any Student into a Program;
 - (b) Students who come to Australia on a student visa must have a primary purpose of studying and must study on a full time basis; and
 - (c) Any school age dependants who accompany Students to Australia are required to pay full fees if they enrol in either government or non-government schools.
- (15) The Agent must not:
 - (a) engage in any dishonest practices, including suggesting to Students that they can come to Australia on a student visa with a primary purpose other than Full Time Study;
 - (b) facilitate applications for Students who do not comply with visa requirements;
 - (c) make any representations or offer any guarantees to Students about whether they will be granted a student visa;
 - (d) engage in false or misleading advertising or recruitment practices;
 - (e) make any false or misleading comparisons with any other education provider or their Programs;
 - (f) make any inaccurate claims of association of the College with any other education provider;
 - (g) give inaccurate information to a Student about acceptance into the Program for which they applied or into any other Program;

- (h) receive or bank any fees and charges payable to the College by a Student or deduct any amount from such fees and charges;
- (i) give inaccurate information to a Student about the fees and charges payable to the College; and
- (j) charge any fee to a Student for their application or acceptance of an offer.

5. OBLIGATIONS OF THE COLLEGE

The College must do the following:

- (1) Give the Agent sufficient information to enable the Agent to conduct the Services;
- (2) Assist the Agent to access information about visa requirements and the process of visa application;
- (3) Inform the Agent of legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes;
- (4) Process all completed applications received but the College is under no obligation to accept any Students referred by the Agent;
- (5) Notify the Agent promptly of the acceptance or rejection of applications referred to the College by the Agent;
- (6) Supply sufficient quantities of promotional material that are compliant with the ESOS Act to enable the Agent to competently carry out its responsibilities under this Agreement;
- (7) Participate in agreed promotional activities with the Agent; and
- (8) Provide other assistance to the Agent, such as assistance in placing Students in accommodation and arranging airport pickups as may be agreed between the parties from time to time.

6. AGENT FEES

- (1) Subject to the other provisions of this clause, the College must pay the Agent a fee calculated in accordance with Item 3 of Schedule 1 for each Student who:
 - (a) is recruited by the Agent; and
 - (b) is enrolled in a Program; and
 - (c) has paid the respective Program Fee to the College.
- (2) The Agent will not be regarded as having recruited a Student under this Agreement unless the Agent or Student submits:
 - (a) the Student's application for enrolment and that application also bears the Agent's name; and
 - (b) an acceptance by the Student of any letter of offer from the College of a place in a Program.
- (3) Should the Student wish to change their agent after they have put in their application to the College, the Student must write a letter to the College stating this and the reasons for making the change and the full details of the new agent. In this case only the new agent will receive commission for this Student. The Student will not be able to change the agent once the Student commences his study with the College. However the final decision to allow the change rests with the College.
- (4) No fee will be payable by the College to the Agent where the Student is recruited through the College's own programs for recruitment of students within Australia including any distance education service.
- (5) If a Student recruited by the Agent at any time undertakes any additional Program offered by the College other than those specifically identified in the application for enrolment and for which the Student was first recruited by the Agent, no fee or other amount will be payable by the College to the Agent in respect of that additional program.
- (6) No fee is payable by the College in relation to a recruited Student unless the Agent has submitted an invoice in relation to the Student:
 - (a) containing the family name and given names of the Student;
 - (b) presented on the Agent's letterhead, which shows current address, telephone, fax and email details of the Agent;
 - (c) with an invoice number or reference; and
 - (d) containing such other information as the College has notified the Agent they require.
- (7) If the Agent requires payment by the College into a bank account, the College requires the bank account details of the Agent to be provided on original company letterhead signed by the Agent.
- (8) The College will pay the fees payable to the Agent no later than sixty days after the Student commences studies.
- (9) The College recognises the right of the Agent to charge successful applicants for services provided to them. These however are not to be included with Course Money and are to remain a separate charge.
- (10) The Agent must at no time indicate that the Agent is part of the College management structure or that any changes made by the Agent were made at the behest of the College.

7. TERMINATION OF THE AGREEMENT

- (1) This Agreement shall terminate two years after the date of this Agreement.
- (2) Either party can terminate this Agreement at the expiry of sixty days prior notice of termination which notice shall be given to the other party in writing.
- (3) The College will terminate this Agreement at any time and with immediate effect by giving notice in writing to the Agent if the Agent;
 - (a) breaches a provision of this Agreement;
 - (b) becomes insolvent; or
 - (c) does not meet agreed key performance levels of recruitment as defined by **the College**.
- (4) When this Agreement terminates, the Agent must:
 - (a) within seven days submit all applications and fees from Students received up to the date of termination; and
 - (b) immediately cease to use any advertising, promotional or other material supplied by the College and return all such material to the College by registered mail or a reputable international courier.
- (5) The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.
- (6) Notwithstanding the terms of any subcontract, the Agent remains responsible to the College for performing its obligations under this Agreement.

8. COLLEGE REPRESENTATIVE

The representative of the College for the purposes of this Agreement is the Principal Executive Officer or such other person as might be notified to the Agent from time to time.

9. NOTICES

- (1) A notice under this Agreement must be in writing and sent by prepaid mail, airmail (if being sent from Australia to outside Australia or from outside Australia to Australia), facsimile, or email to the party using the contact details specified in the appropriate Item of Schedule 2.
- (2) Whenever the contact details of a party change, that party must notify the other party of the change within twenty-eight days of the change.

10. THIS DOCUMENT IS THE ENTIRE AGREEMENT

This Agreement, its schedules and annexures:

- (a) constitutes the complete and full agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

11. VARIATION

This Agreement may only be altered in writing, signed by both parties and shall form an addendum to this original agreement.

12. GOVERNING LAW

- (1) This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.
- (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.

13. DISPUTE RESOLUTION

- (1) In the event that either party has a concern arising from the performance of this Agreement, then the party asserting the concern may give written notice to the other party of the nature of that concern.
- (2) If the concern referred to in clause 13(1) is a dispute or becomes and the dispute cannot be resolved within 28 days of the date of a written notice having been given, then with the mutual agreement of the parties, a mediator will be appointed. In the absence of agreement between the parties to the appointment of a mediator, then either party may request the **Australian Commercial Disputes Centre Limited** of Level 6, 50 Park Street, Sydney 2000 Australia to appoint a mediator and the parties will be bound by the rules developed by that organisation for the mediation of disputes.

14. AGENT REVIEW AND MONITORING BY THE COLLEGE

The Agent agrees to meet with the College at regular intervals (minimum twice yearly) to undertake a College review of Agent practices and procedures. The Agent is to provide evidence and documentation covering all marketing, sales and recruitment activities undertaken as an agent of the College. The Agent must accept the right of the College to disagree with and stop the Agent from engaging in any activity that is considered by the College, on reasonable grounds, to be non-compliant with legislation, College requirements or agreed terms and responsibilities.

As part of the monitoring of agent’s activities and to assist them to effectively carry out the performance of their services, the Business Development Officer/Marketing Manager will endeavour to visit the majority of “Primary” agents to

- Undertake product briefings, including course requirements for entry etc.
- Inspect the premises to ensure that an appropriate image is presented
- Meet with counsellors to assess their performance in advising students
- Review the display of CTIC promotional materials
- Carrying out surveys
- Spot checks at fairs

SIGNED for and on behalf of **Cass Training Pty Limited**, trading as **Cass Training International College (CTIC)**, by an authorised officer in the presence of

Cass Training International College Only

Signature of authorised officer for Cass Training International College (CTIC)

Signature of Witness

Full Name of authorised officer (Print)

Full Name of Witness (Print)

Position held

Position held

Date Signed

Date Signed

Agent Only

(Signature of authorised officer of the Agent in the presence of)

Signature of Witness

Full Name of authorised officer (Print)

Full Name of Witness (Print)

Position held

Position held

Date Signed

Date Signed

SCHEDULE 1

Item 1: Region:

This formal agency Agreement appoints the Agent to act as a non-exclusive Recruitment agent for Cass Training International College, recruiting from the Region of _____.

Item 2: Agent’s Fee:

The Agent’s fee payment will be calculated by the College on the basis followings:

1. 1 - 10 enrolments 20 % of the tuition fee for the course as and when paid by the Student.
2. From 11th enrolment –25 % of the tuition fee for the course as and when paid by the student.

SCHEDULE 2

College Contact Details:

Director		Email Contact	info@casstraining.com.au
Telephone Contact	+61 2 9279 2400, +61 2 9279 2899		
Postal Address	Director, Cass Training International College Ground Floor, 48 Lime Street, Sydney, NSW 2000, Australia		
Website	www.ctic.com.au	Email	info@casstraining.com.au

SCHEDULE 3

Paragraph 4.6 of the National Code 2018

4.6 The registered provider must not accept students from an education agent if it knows or reasonably suspects the education agent to be:

- 4.6.1 providing migration advice, unless that education agent is authorised to do so under the Migration Act
- 4.6.2 engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
- 4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
- 4.6.4 using PRISMS to create CoEs for other than bona fide students.

SCHEDULE 4

Agent’s Details

To be completed by Agent and forwarded with the Agency Agreement to the College to: info@casstraining.com.au

Agent’s Name		Director’s Name	
Agent’s Region		Number of Consultants	
Phone		Fax	
Email		Website	
Year of Establishment		ABN No.	
Business Address		Person in Charge	
Do you have an office overseas? <u>No</u> / <u>Yes</u> If you do, please provide the contact details) _____			

Is there a college or institution who can give your company a reference? If yes, please write the name & person in charge below.

Name		Position	
Email Address		Phone	
Name of Institution			

I confirm that all information given in this form is correct.

Signature _____

Date _____

Addendum to Agency Agreement

This additional clause amends and forms an integral part of the Agency Agreement dated ____/____/____ between Cass Training Pty Ltd t/a Cass Training International College (the College) and _____ the _____ Agency)

Agency Cooperation

The agency and its servants (employed or otherwise contracted) undertake to fully cooperate with any regulatory authority, including but not limited to ASQA and NEAS, in the execution of their duties as regulators in both the VET and ELICOS sectors of the industry in respect of the College.

Signed for the agency: _____

Name: _____

Date: _____

Position: _____

and

Signed for the college: _____

Name: _____

Date: _____

Position: _____

(For) Cass Training international College

To the Agent:

Please complete all sections where indicated, sign and email this Agreement in its entirety to:

info@casstraining.com.au

Thank You.