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PLEASE INITIAL ALL SECTIONS OF THIS AGREEMENT & SIGN LAST PAGES

CTIC AGENCY AGREEMENT RENEWAL 2018

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

