

**Australian College of  
Technology and Business  
Pty Ltd**

**t/a**

**Australian College of  
Technology and Business  
Pty Ltd**

**and**

---

## **Agency Agreement**

---

**ACTB.**

**Australian College of Technology & Business P/L**

## AGENT AGREEMENT

This document represents an agreement between

Australian College of Technology and Business Pty Ltd. Trading as Australian College of Technology and Business Pty Ltd And \_\_\_\_\_

*"Australia College of Technology and Business Pty Ltd."*  
(ABN: 60 124 300)

"  
(ABN/ACN: )

<b>Name:</b>	Mr. Nirmal Shah	
<b>Title:</b>	Director	
<b>Date:</b>		
<b>Signature:</b>	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<div style="border: 1px solid black; height: 80px; width: 100%;"></div>

## INTRODUCTION

---

This Agreement is designed to provide a framework for the development of a constructive, cost-effective partnership between

### **Australian College of Technology and Business Pty Ltd and its Education Agent**

---

It is based on recognition of the responsibility of both parties to meet the requirements of the ESOS Framework and its associated National Code 2018 and the requirements of the NVR Act.

It should serve the mutual benefit of both parties by providing an agreed understanding of operating arrangements in relation to the recruitment of international students.

## 1. PURPOSE

---

The purpose of this agreement is to specify how each party to the agreement will discharge its responsibilities in compliance with the ESOS Act, National Code 2018 and Standards for Registered Training Organisations (RTOs) 2015 in relation to the recruitment of international students.

## 2. PERIOD OF AGREEMENT

---

The Agreement will take effect from \_\_\_\_\_ and continue for a period of 12 months. It will be annually reviewed and, if appropriate, renewed. Renewal of this contract on an annual basis is not automatic but depends on satisfactory response and feedback from staff and students at Australian College of Technology and Business Pty Ltd.

The Agreement may be varied at any time by mutual agreement with the changes noted and the details recorded as an additional appendix.

It is the intention that any practical difficulties encountered are resolved by the parties in a cooperative and practical manner. However, should either party NOT meet the specified ESOS and Standards for Registered Training Organisations (RTOs) 2015 requirements this agreement will cease within one month of notification by either party.

## 3. RESPONSIBILITIES

---

Australian College of Technology and Business Pty Ltd, as part of the constructive partnership, accepts responsibility to:

1. Provide the agent with up-to-date, accurate and current marketing materials.

2. Provide the agent access to all Australian College of Technology and Business Pty Ltd administrative policies and procedures including student rights, admission requirements, refund policy and the facilities offered to students by Australian College of Technology and Business Pty Ltd.
3. Gain all and any approvals necessary from ASQA/DHA to provide courses to international students.
4. Undertake all operations related to the provision of education and training to international students in such a way as to maintain Australian College of Technology as an ESOS and Standards for Registered Training Organisations (RTOs) 2015 compliant Registered Training Organisation for the period of the agreement.
5. Enrol all students into the course in line with Australian College of Technology and Business Pty Ltd.'s practices and procedures, including the issuing of CoEs.
6. Ensure that all students have appropriate English language proficiency and medical fitness.
7. Accept and manage all student fees and fee refunds consistent with the requirements of Australian College of Technology and Business Pty Ltd policies and procedures and the requirements of the ESOS Act.
8. Record all assessment results and maintain student records in its management system for recording assessment and awards.
9. Monitor academic progress of students and, where necessary, student attendance to ensure that the requirements of the ESOS Act and Australian College of Technology and Business Pty Ltd.'s policies and procedures are met.
10. Provide and manage a complaints and appeals process for all students.
11. Manage any request from students for transfer or deferment in accordance with its relevant policies and procedures.
12. Manage all reporting mechanisms to DHA through PRISMS in accordance with established Australian College of Technology and Business Pty Ltd.'s practices and protocols.
13. Issue all Certificates and Statements of Attainment.
14. Conduct regular surveys of students that will include satisfaction levels of associated agents.
15. Conduct an annual review and report on the operations of the agent on compliance with the Relevant Standards for Registered providers operating under the ESOS Act and Standards for Registered Training Organisations (RTOs) 2015.
16. In conjunction with the agent, provide appropriate contact officers and student services.
17. Establish a schedule for meetings with employees from the agent.
18. Set up a system for the interchange of information on student recruitment to Australian College of Technology and Business Pty Ltd according to agreed timelines.

19. Provide on-going support and guidance to the agent on matters of the Standards for Registered Training Organisations (RTOs) 2015 and/or ESOS Act.
20. Maintain TPS coverage for all courses on Australian College of Technology and Business Pty Ltd.'s CRICOS listing.
21. Take immediate corrective and preventative action upon the becoming aware of an education agent (or its sub agents) 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.
22. Treat in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this Agreement and undertaking not to divulge that information to any parties without prior written authority, except as required under the ESOS Act or other regulation or legislation.
23. Australian College of Technology and Business Pty Ltd will maintain a list of all the agents on Asqanet, student management system and PRISMS. The list will also be published on the website of Australian College of Technology and Business Pty Ltd at [www.actb.com.au](http://www.actb.com.au) as required under the section 21A of ESOS Act.
24. The CEO will be responsible for reconciling the agents list on Asqanet, PRISMS and Australian College of Technology and Business Pty Ltd website.
25. Under the National Code 2018, "the institute" is required to implement processes of regular monitoring and assessment of performance for each appointed agent. Agents are subject to annual performance reviews which monitors practices of an agent, any non-compliance may result in termination of agreement.

## 4. AGENT RESPONSIBILITIES

---

The agent as part of the constructive partnership accepts responsibility to:

1. Comply with the ethical marketing practices as specified in the ESOS Act (<https://www.legislation.gov.au/Details/C2022C00066>), in particular comply with all the conditions of the Standard 4 of National Code 2018, at all times, acting in the best interests of the student.
2. Assist students in completing Australian College of Technology and Business Pty Ltd application form.
3. Explain the conditions of the visa to the overseas student.
4. Provide the following information to prospective students about Australian College of Technology and Business Pty Ltd:
  - Detailed and up-to-date information on the course of interest, including course content, duration of study, commencement dates and qualifications awarded upon successful completion.

- Indicative course-related fees including information on the potential for fees to change during the student's course.
  - The requirements for admission into a course, including the minimum level of English language proficiency and academic requirements.
  - Fees and refund policy.
  - Course progress policy
  - Campus locations and general description of facilities.
  - Deferral, suspension and cancellation of enrolment policy.
  - Indicative costs of living in Australia and accommodation options.
  - Details on any third-party involvement in Australian College of Technology and Business Pty Ltd to provide whole or part of the course.
  - Teaching strategy and ways of assessment.
  - Australian College of Technology and Business Pty Ltd.'s student code of behaviour.
  - The requirements for attendance and satisfactory academic progress.
  - Australian College of Technology and Business Pty Ltd.'s complaints and appeals policy.
  - Australian College of Technology and Business Pty Ltd.'s RPL and Credit Transfer policy.
  - The conditions and processes for transfer to another provider.
5. Gain approval from Australian College of Technology and Business Pty Ltd for any subcontracting of agency services related to this agreement.
  6. Provide **certified** copies/originals of the following documents to Australian College of Technology and Business Pty Ltd for each student apply for the courses with Australian College of Technology and Business Pty Ltd for admissions process:
    - Passport and visa information.
    - School and/or other educational qualifications.
    - Required IELTS or equivalent or other English language proficiency levels.
    - Acceptance agreement.
  7. Participate in continuous improvement activities outlined in paragraph 7 below.
  8. Treat in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this Agreement and undertaking not to divulge that information to any parties without prior written authority, except as required under the ESOS Act 2000 or other regulation or legislation.
  9. Declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of Australian College of Technology and Business Pty Ltd.

10. Observe appropriate levels of confidentiality and transparency in their dealing with overseas students or intending overseas students.
11. Act honestly and in good faith, and in the best interests of the student.
12. Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
13. Need to provide accurate and factual responses to information requests from the VET Regulator or any other Commonwealth state or territory body or as required by law, relevant to the recruitment of students.
14. Need to cooperate with the VET regulator in the conduct of audits and the monitoring of its operation.

## 5. COMMISSIONS

---

According to agreement between parties as detailed in **Schedule 1**

---

## 6. REPORTING

---

To ensure effective functioning of the arrangement, each party is to nominate a representative who will carry general responsibility for operations, performance, delivery, student support, review and problem resolution.

- Director: Mr. Nirmal Shah for the Australian College of Technology and Business Pty Ltd and
- \_\_\_\_\_ for the \_\_\_\_\_

## 7. CONTINUOUS IMPROVEMENT

---

Representatives of both Australian College of Technology and Business Pty Ltd and the agent will meet (may be conference call/Skype/Zoom) at least once every six months to review the level and nature of services provided by the agent and overall operational arrangements of the partnership to ensure a highest quality of recruitment and student satisfaction and a high degree of compliance with the requirements of the Standards for Registered Training Organisations (RTOs) 2015 and ESOS Act 2000.

The following matters will be discussed at these meetings.

1. Application to conversion ratio
2. Results and progress and attendance of all students

3. Feedback from student
4. Communication strategies
5. All aspects of the quality assurance process
6. Administrative issues
7. Marketing materials
8. Any other issues as identified.

Where agreed by partners in this partnership arrangement, modifications/improvements will be made to the working arrangements and the Agreement in accordance with the findings of the evaluation.

---

## 8. CORRECTIVE ACTION

---

Australian College of Technology and Business Pty Ltd will take appropriate corrective action if the Agent fails to act in accordance with this agreement. In particular corrective action will be taken if the education agent or its employee or its sub- contractor is negligent, careless and incompetent or has engaged in false, misleading or unethical advertising or practices that could harm the integrity of Australian Education and training.

Depending on the circumstances, the corrective action may include:

- Verbal counselling
- Written warning
- Provision of new and updated material
- Completed the Education Agent Training Course as administered by PIER.
- Termination of agreement in accordance with paragraph 9 below

Where it is evident that education agent's employee or contractor or subcontractor is continuously engaging in false or misleading recruitment practices, the education agent must terminate its relationship with immediate effect with the employee or contractor or subcontractor who engaged in those practices and is required to notify and demonstrate to Australian College of Technology and Business Pty Ltd about the appropriate corrective actions taken.

---

## 9. TERMINATION OF AGREEMENT

---

This agreement may be terminated by either party giving one month's notice in writing.

The Australian College of Technology and Business Pty Ltd will terminate the agent agreement with immediate effect if it is shown or demonstrated with reasonably conclusive evidence that the Agent or an employee or subcontractor of the agent is engaging in false or misleading recruitment practices, such as

- a) Providing migration advice when not authorised to do so.



- b) 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 Australian College of Technology and Business Pty Ltd under Standard 7 (Overseas student transfer) of National Code 2018.
- c) Facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa.
- d) Using PRISMS to create CoEs for other than bona fide students.

Where Australian College of Technology and Business Pty Ltd becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is continuously engaging in false or misleading recruitment practices and the education agent has not terminated its relationship with the employee or subcontractor who engaged in those practices.

## **JURISDICTION**

---

This agreement is subject to the laws of the State of Victoria and the Commonwealth. This agreement comes into effect once you have returned a signed copy to and will be reviewed yearly. This agreement can be cancelled by either party by providing one month notice in writing. **If no students are referred by your firm within 6 months, the Agreement shall be deemed void.**

Information collected about Agent on this agreement and during the validity of this agreement, can be provided by Australian College of Technology and Business Pty Ltd, the Commonwealth or state or territory agencies, in certain circumstances, to the Australian Government and designated authorities; in accordance with the Privacy Act 1988. In other instances, information collected can be disclosed without your consent where authorised or required by law.

## **By signing this agreement, the agent as mentioned, declares and agree to:**

- You will take all possible reasonable steps to avoid conflict of interest with your duties as an education agent of Australian College of Technology and Business Pty Ltd.
- You will observe appropriate level of confidentiality and transparency in your dealings with overseas students or intending overseas students.
- You will act honestly and in good faith, and in the best interest of the student.

You will have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

The following details are required to be completed by 'The Agent'. The information required is in accordance with the requirements as stipulated in ESOS Act 2019. This information must be provided upon execution of the agency agreement.

A	Name of the legal entity			
B	Name of the trading entity			
C	The representative (Agent) Full Name			
D	Principal place of business			
E	Is agent a body corporate (Yes/No)?			
F	Body corporate's registered office address (where applicable)			
G	Names of the body corporate's directors (where applicable)			
H	Full postal address (if different from D and F)			
I	Phone number			
J	Email address			
K	Website			
L	ABN Number			
M	ACN number (if applicable)			
N	Is 'the representative' (agent) is a registered migration agent?			
O	Migration Agents Registration Number (where applicable)			
P	Details of <u>EACH</u> of the 'the representative' (agent) employees and/or contractors and/or sub-contractors (if any) who are involved in facilitating the intended learner's enrolment	NAME	EMAIL and PHONE	MARN

\*\*\* Please use plain A4 sheet to provide additional details wherever required\*\*\*

## Schedule 1

### Commission Payments

- i) Commission is based on the tuition fee of the course the students enrol in (including the Mixed Program where appropriate). The payment may be delayed, and the amount may be reduced if the full tuition fee is not received by Australian College of Technology and Business Pty Ltd by the due date.
- ii) To initiate the commission payment, you are required to forward an invoice to Australian College of Technology and Business Pty Ltd.

<b>Agent's Fee Commission Payable:</b>	<span style="background-color: yellow;">    </span> % (exclusive of GST) is payable for each student recruited into any of the registered programs provided by Australian College of Technology and Business Pty Ltd.
<b>The Commission will be calculated on the following basis:</b>	<ul style="list-style-type: none"><li>• The fee paid by the student introduced by the Agent to Australian College of Technology and Business Pty Ltd.</li><li>• The fee paid for the Australian College of Technology and Business Pty Ltd course only.</li><li>• The payment actually received from the student by Australian College of Technology and Business Pty Ltd.</li></ul>
<b>Addresses for Notices</b>  <b>Australian College of Technology and Business Pty Ltd</b>	<b>Australian College of Technology and Business Pty Ltd.</b>  Attention: Mr. Nirmal Shah Offices: 100 Brunswick Street, Fortitude Valley, Brisbane, QLD 4006  Phone number: +61 7 3852 6967  Email: <a href="mailto:applynow@actb.com.au">applynow@actb.com.au</a> / <a href="mailto:info@actb.com.au">info@actb.com.au</a>
<b>Signature: Australian College of Technology and Business Pty Ltd</b>	Signature _____ Name _____
<b>Addresses for notices</b>	<b>{Agent Name/Company Name}</b>  Attention: Agent Address:  Phone number: Email:
<b>Signature:</b>  _____	Signature _____  {Insert Name Here}