



EDUCATION AGENT WRITTEN AGREEMENT

Between: **Australian Skills Group (ASG)**
 15 Terrence Road, Brendale, QLD 4500, Australia
 RTO: 32519
 CRICOS Provider No: 03493E
 ABN : 151 5331 7821

and

(Insert Education Agent details)

The Agent: _____

Address: _____

ABN or Company Number : _____

Commencement Date : _____

This agreement is to be read in conjunction with the

Education Services for Overseas Students (ESOS) Act 2000

and

The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018

In particular Standards 1-4 and 7

BACKGROUND

- A** ASG is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).
- B** The Education Agent is in the business of international student recruitment and promotion of education providers.
- C** Under the ESOS Act, ASG must ensure that its education agents act ethically, honestly and in the best interests of overseas students and uphold the reputation of Australia's International education sector. Australian Skills Group (ASG) is committed to only engaging and working with Agents who help enhance ASG's international reputation as well as that of Australia's higher education sector generally, have appropriate knowledge and understanding of the international higher education system in Australia, provide international students with accurate and up-to-date information about study in Australia and act honestly and in good faith in their dealings with students. ASG will not continue working with particular Agents if ASG considers to do so would be contrary to that commitment.
- D** Both parties recognise their responsibility to adhere to the principles of the ESOS Act, the National Code and the National VET Regulator Act including the Standards for RTOS 2015.
- E** The purpose of this Agreement is to set out the terms and conditions on which the parties agree to work together in relation to the recruitment of international students.

AGREEMENT

1. DEFINITION OF TERMS:

"Agent" means the education agent that is a signatory to this Agreement.

"ASG" means Australian Skills Group (ASG), the registered provider.

"ASQA" means the Australian Skills Quality Authority, the national regulator for Australia's vocational education and training sector.

"Commission" means the amount payable by ASG to the Agent pursuant to clause 6.

"Courses" or "Course of Study" means the full time registered courses offered by ASG and registered on CRICOS.

"CRICOS" means the Commonwealth Register of Institutions and Courses for Overseas Students prescribed under section 14A of the ESOS Act.

"ESOS Act" means the Education Services for Overseas Student Act 2000 (Cwth) including its regulations.

"Genuine Temporary Entrant" means in relation to a prospective overseas student, that he or she:

- a) has a genuine intention to successfully complete a course, and does not intend to seek permanent residency or another visa following arrival into Australia;
- b) has the requisite English language proficiency skills to undertake the course;
- c) satisfies all other ASG criteria relating to qualifications for entry into the course;
- d) has the resources to study and live in Australia for the duration of the course.

"Marketing Material" means any material, both print and electronic, that a 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

"National Code" means the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cwth);

“NVETR Act” means the National Vocational Education and Training Regulator Act 2011.

“Policies and Procedures” means ASG’s policies and procedures available on the ASG website (www.asg.edu.au)

“PRISMS” means the Provider Registration and International Student Management System.

“Prospective students” 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. Prospective student encompasses their parent or guardian.

“Registered Provider” means an approved education provider that is registered on CRICOS.

“RTO Standards” means the Standards for RTOs 2015, part of the VET Quality Framework, a system which ensures the integrity of nationally recognised qualifications.

“Services” means the services described in clause 3.

“Students” mean persons who have enrolled in one or more Courses through the Agent and shall include prospective students, being persons who have expressed an interest in, or may be interested in, enrolling in one or more Courses through the Agent.

“Total Fees” means the tuition fees and other fees (including without limitation enrolment application fees, administration fees, course materials/resources fees, assessment re-sit fees and late fees) applicable to the relevant course as set by ASG from time to time.

“Tuition Fees” means the fees payable by a student for their units of study.

2. ENGAGEMENT OF THE AGENT

- 2.1 Australian Skills Group (ASG) engages the Agent from the commencement date to perform the Services in accordance with the terms and conditions set out in this Agreement.
- 2.2 This is a non-exclusive Agreement and ASG may appoint other Agents in Australia or overseas to perform the same or similar services.
- 2.3 This Agreement commences on the Commencement Date indicated on page 1 and will continue for **period of 3 years** unless it is terminated in accordance with clause 8, or unless otherwise required. It is also subject to an annual performance review.

3. RESPONSIBILITIES OF THE AGENT

Compliance and Quality Assurance

3.1 Under this Agreement the agent must:

- a) ensure that all its staff and sub agents engaged in providing the Services have relevant (i.e. EATC Training (PEIR Online) qualifications as outlined on the agent application form, the skills and experience to perform the following Services and will to the best of its ability conduct its business in such a way as to maintain and increase the goodwill and good reputation of ASG and the international education sector in Australia;
- b) adhere to the principles of the ESOS Act, the National Code and the RTO Standards, as applicable;
- c) comply with any other legislative requirements relating to overseas students studying in Australia;
- d) become fully acquainted with student visa requirements for overseas students to ascertain who is a bona fide student;

- e) declare in writing and take all reasonable steps to avoid conflicts of interests with its duties as an education agent of ASG, including but not limited to conflicts where:
- I. the Agent charges service fees to the students and ASG for the same service;
 - II. the Agent has a financial interest in a private education provider;
 - III. an employee of the Agent has a personal relationship with an employee of ASG.
- f) observe appropriate levels of confidentiality and transparency in their dealings with students and prospective students and to ensure that student information is safeguarded and confidentiality maintained in accordance with Privacy Act 1988 (Cwth), Privacy Principles and privacy laws in the country from which the student is recruited;
- g) act honestly and in good faith as the agent of ASG, and in the best interest of the student;
- h) ensure ASG is provided with current, up to date details including the name of the agents's legal entity, ABN or Company registration number, phone and email contact details for publishing on ASG's website; and notify ASG immediately of any change to those details;
- i) cooperate with ASQA by providing accurate and factual responses to information requests or in the conduct of ASQA audits on ASG and in the monitoring of ASG's operations by ASQA;
- j) comply at all times with ASG's Education Agents policy as published on ASG's website;
- k) participate in ASG's education agent monitoring procedures and undertake training where required;
- l) undertake regular reviews of the following Australian government websites to stay informed about students visas, obligations, international education and vocational education in Australia:

<https://immi.homeaffairs.gov.au/>
<https://internationaleducation.gov.au/Pages/default.aspx>
<https://www.dese.gov.au/>

Marketing and Promoting Courses

3.2 The Agent must:

- a) promote the courses offered by ASG with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
- b) act faithfully as the agent of ASG, to always act in good faith and in the best interests of the prospective students and not make false claims or promises;
- c) be transparent in its dealings with prospective students;
- d) only market and promote the courses to persons who a reasonable person would consider to be genuine students in accordance with GTE requirements;
- e) ensure that ASG's CRICOS provider number appears on all written and electronic marketing material and information supplied to students;
- f) obtain written permission from ASG prior to using ASG's logo in any form of advertising or marketing;
- g) obtain written approval from ASG before placing any advertisements;
- h) not accept or promote fees payable by a student that are different from ASG's Tuition Fee as shown on its current promotional material and website for any course provided by ASG without ASG's prior written consent;

- i) at ASG's request, assist with representing ASG at seminars, trade fairs, exhibitions and conduct follow up activities on behalf of ASG;
- j) provide ASG with market intelligence relevant to the recruitment of students in the Agent's area;
- k) accurately inform prospective students about ASG using only material provided or approved by ASG;
- l) be responsible for any costs associated with promoting and advertising ASG courses, unless otherwise agreed in writing;
- m) ensure that only up-to-date marketing materials provided by ASG are used in the promotion and marketing of ASG courses.

Provision of Information to Students

3.3 The Agent must give to students, before they complete an application for enrolment, current and accurate information provided by ASG to the Agent regarding:

- a) ASG, including its campus location and the facilities, equipment, learning resources and support that are available to students;
- b) the courses, and in particular, the course that the student wishes to apply for, which should include information on course content, all fees and other expenses involved, the qualification gained on completion, course duration, teaching methods, modes of study and assessment methods in order that the student will have a reasonable prospect of success in their chosen course;
- c) the requirements for acceptance into the courses, including English language proficiency, education qualifications, Language, Literacy and Numeracy and Credit Transfer requirements. This must be done by reference to the material provided by ASG, or information on its website;
- d) that all students are required to attend the compulsory ASG pre-course orientation prior to course commencement;
- e) all students who come to Australia on a student visa must have a primary purpose of studying and must undertake fulltime study;
- f) living in Australia, including:
 - I. the indicative cost of living for students and any dependents;
 - II. accommodation options;
 - III. where relevant, schooling obligations and options for school aged dependents of students, including informing them that full school fees may be incurred; and
 - IV. direct students to the following Australian government websites to assist in their understanding of living and studying in Australia:

<http://www.studyinaustralia.gov.au> ,
<https://immi.homeaffairs.gov.au/>
<https://www.dese.gov.au/esos-framework>

3.4 The Agent must:

- a) provide all necessary documentation and assist prospective students in the enrolment process according to ASG's enrolment procedure, including all information under the ESOS Act and National Code;
- b) direct students to ASG's website for essential pre-enrolment information, ASG policies and procedures including their location on ASG's website and the Student Handbook;

- c) the Agent shall advise, evaluate and screen all prospective students and endeavour to introduce and recommend individuals who are only academically and financially qualified for admission to ASG;
- c) explain all terms and conditions of enrolment to prospective students including refund policy, withdrawal/deferral/suspension of enrolment requirements, attendance, academic performance and other related visa conditions;
- d) if authorised to do so under the Migration Act 1958, assist students with their visa application & provide students with pre-departure information and essential information required on arrival in Australia;
- e) take all reasonable steps to confirm the accuracy of information provided by prospective students in their enrolment applications and advise ASG as soon as it becomes aware of any fraudulent information or documentation submitted in or with any prospective student application;
- f) ensure certified copies, including translations where required, are provided by the student as part of the application enrolment process;
- g) regularly visit ASG's website to obtain the most current information about the courses;
- h) inform students of conditions which must be met by the student if a visa is granted, including:
 - I. satisfactory course progress;
 - II. satisfactory class attendance; and
 - III. compliance with work rights;
- i) inform students of ASG's obligation to report students to the Australian Government if the student does not maintain satisfactory course progress;
- j) inform students that they are required to notify ASG in writing, within seven (7) days after they commence their Course, of any change in their contact details ie telephone, mobile, email, address where they live; and ensure ASG are informed, within 7 days, of any changes to these details, in order that they are kept current;
- k) assist prospective students in the payment of fees and on request by ASG, assist in collecting outstanding Tuition Fees from a student;
- l) receive regular email updates from ASG and participate in any requested Skype interviews or communications

Restrictions on the Agent

3.4 The Agent must not:

- a) manage applications from any student who does not have a genuine intention to stay in Australia temporarily; or who the Agent believes will not comply with the conditions of his or her student visa conditions; or where recruitment would conflict with ASG's obligations under Standard 7 of the National Code (Overseas Student Transfers);
- b) provide migration advice including any possible migration outcomes as defined in the Migration Act 1958 (Cwth) unless authorised to do so under that Act;
- c) use or access PRISMS in relation to an ASG student without the written consent of ASG;
- d) engage in, or have previously engaged in, false or misleading advertising or recruitment practices which fail to comply with the obligation to provide ethical, accurate and consistent information about courses offered by ASG;
- e) submit fraudulent documents to ASG in support of the student's application; or assist prospective students in the submission of fraudulent documents for visa purposes; and should not charge fees for the application form or Course brochures, or mislead or deceive prospective students in any way;
- f) make false or misleading comparisons with any registered provider or their courses;

- g) make any false or misleading claims of association of ASG with any other registered provider;
- h) give any false or misleading information about possible acceptance into a course or employment outcomes associated with a course;
- i) recruit or attempt to recruit a prospective student who the Agent knows to have engaged the services of another ASG agent;
- j) assist the student to enrol in the same course with any other education provider, after having submitted an application to be processed by ASG;
- k) charge any prospective student a fee in relation to their application or acceptance of an offer;
- l) bank any fees and charges payable to ASG;
- m) discount or modify in any way the pricing or fee structure of any part or whole of the Tuition Fees or Total Fees set and advertised by ASG;
- n) The Agent shall not accept any prospective student for any Course until written acceptance from ASG has been received. ASG will give their decision promptly, within 3 working days, on receipt of a fully completed International Student Enrolment Application Form and all required documents and information requested;

4. RESPONSIBILITIES OF AUSTRALIAN SKILLS GROUP (ASG)

4.1 Australian Skills Group must:

- a) maintain its principal purpose as an education provider;
- b) at all times ensure that its operations comply with the requirements of the ESOS Act, the National Code and the Standards for RTOs 2015;
- c) support the Agent in marketing the Courses by regularly providing current, accurate and updated marketing material in compliance with Standard 1 (Marketing Information and Practices) of the National Code including:
 - I. Course entry requirements including minimum English proficiency and academic ability;
 - II. Course duration;
 - III. Mode's of delivery including assessment methods;
 - IV. Information on the qualification gained on successful course completion;
 - V. Information about the ASG campus including location, access to public transport, facilities & arrival support;
 - VI. Tuition Fee information including refund policy;
 - VII. Student related policies and procedures;
 - VIII. Appropriate training and updates to explain ASG's application/admissions process and regularly update the Agent with changes regarding courses, fees etc
- d) take immediate and corrective and preventative action on becoming aware that the Agent is being negligent, careless, incompetent or engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of the Australian education sector;
- e) inform the Agent when a student has outstanding tuition fees;
- f) assess completed applications from prospective students within three (3) days of receipt, whilst ASG is under no obligation to accept any prospective students referred by the Agent into any of its courses;
- g) pay the agreed Commission in respect of enrolled students in accordance with this Agreement;

h) systematically monitor the Agents' performance periodically and review the activities of the Agent to ensure that the Agent is providing students accurate and current information on ASG's services, in line with the ESOS Act, National Code and as required by the Standards for RTOs;

i) manage and respond to the Agent in accordance with the Education Agent Policy.

4.2 ASG, as the registered provider, agrees to give the Agent the authority to introduce and recommend individual prospective students to ASG in accordance with the admission standards and policies of ASG, and/or any other guidelines agreed by both parties.

5. MONITORING EDUCATION AGENTS

5.1 Monitoring Activities

In order to ensure the Agent is meeting their obligations as set out in the Agreement, ASG will monitor and evaluate the activities of the Agent at least annually but at any time where required. This may include but is not limited to:

- a) scheduled on-site face-to-face or teleconference meetings with the Agent;
- b) conducting student surveys about their experience with the Agent;
- c) conducting annual Agent performance appraisals;
- d) information obtained from third parties (such as ASQA alerts);
- e) unscheduled spot checks by ASG where possible (eg observing Agent at seminars, exhibitions and student fairs)
- f) monitoring ASG Complaints and Appeals register for issues with Agents;
- g) monitoring visa refusals of students recruited by the Agent;
- h) ad-hoc review of agency practices and marketing;
- i) analysis of volume and quality of applications from prospective students;
- j) analysis of conversion rates from applications lodged to enrolled students;
- k) quality of students eg: course completion rates, number of students reported in PRISMS;
- l) adherence to ASG's admissions procedures;
- m) performance benchmarks against agreement responsibilities;
- n) review of reports received from the Agent.

5.2 Corrective Action

a) If at any point during the term of this Agreement, ASG becomes aware that, or has reason to believe that the Agent or its employees or subcontractors are not abiding by the terms of this Agreement in such a manner as to cause ASG to be unable to comply with its obligations under Standard 4 of the National Code, ASG shall take immediate corrective action which may result in termination of the Agreement.

b) Corrective action may include but is not limited to:

- I. Verbal counselling of the Agent;
- II. Further training the Agent or its employees or subcontractors in admissions and National Code obligations;
- III. requiring the Agent or its employees or subcontractors to complete the AEI online Education Agent Training Course (or other similar course); and
- IV. conducting student recruitment practices under closer supervision for a period of time
- V. a written warning

c) If ASG becomes aware, or has reason to believe, that the Agent is being negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices, ASG may:

- I. terminate this Agreement immediately at its absolute discretion; or

- II. if the false or misleading recruitment practices were engaged in by an employee or subcontractor of the Agent, require the Agent to terminate its relationship with this individuals (or entities).

d) The Agent agrees that ASG may keep any record of the Agent's performance and any corrective actions undertaken by ASG.

6. PRICING AND REMUNERATION

- 6.1 Prices for the courses and changes thereto, shall be determined by ASG. The Agent may not seek to charge the Student any additional fees however described.
- 6.2 The Agent shall be paid, as stated, a commission of 25% for the enrolment of each student who:
- I. was recruited by the Agent and the enrolment form has the agent's stamp on it; and
 - II. has been provided a Letter of Offer by ASG and has accepted and met the conditions of any such offer; and
 - III. Is enrolled in a course of study with ASG; and
 - IV. has paid the Tuition Fees that are due in full to ASG; and
 - V. has been issued a student visa; and
 - VI. has commenced the semester in respect to which the student fees were paid.
- 6.3 The commission is calculated based on the total amount of tuition fees paid by the Student to ASG. ASG require fees to be paid by the due date prior to each semester, unless the student requests to pay their course fees in full. Commission will only be paid when the full semester fees have been received by ASG; and the student has commenced study in that semester.
- 6.4 No commission is payable in relation to a recruited student unless:
- a) the Agent has given ASG a tax invoice for the commission payable in relation to the recruited student; and
 - b) the recruited student has commenced the semester in respect which the tuition fees were paid; or
- 6.5 In the event ASG has already received an application from another Agent for the same student, the previously recorded Agent will be entitled to any commissions payable (unless Clause 9 applies).
- 6.6 It is the Agent's responsibility to invoice ASG for collection of commissions paid each semester in the local currency of ASG, five (5) weeks after the beginning of each course semester.
- 6.7 Commission is calculated based on Tuition Fees only. Other fees collected by ASG are not commissionable.
- 6.8 Agents are required to repay any commission paid for a student who later receives a refund of those tuition fees, and these amounts will be invoiced by ASG, pro-rata. In addition:
- a) future commission invoices will not be processed if there are any outstanding amounts owed to ASG;
 - b) the Agent agrees to repay the commission to ASG within 10 days of being receiving ASG's invoice;
 - c) ASG reserves the right to adjust amounts owed to Agents where the Agent has not made the required refund repayment to ASG by the due date.
- 6.9 No commission is payable where a student applies directly to ASG.
- 6.10 Where a student enrolls in another course with ASG, the Agent must provide documentary evidence of assisting the student with the re-enrolment process in order to receive a commission payment.

7. INVOICING AND PAYMENTS

- 7.1 All Course fees shall be payable by the student in the local currency of ASG – (Australian Dollars) and shall be payable in advance.
- 7.2 ASG will raise the invoice and send it to the student and Agent. The Agent is not permitted to invoice or receive tuition fees on behalf of ASG.
- 7.3 All payments by the student shall be made directly to ASG in accordance with the invoice.
- 7.4 The student is responsible for any bank charges incurred as a result of international transaction fees.
- 7.5 ASG will only issue a CoE when the required initial invoice has been received in ASG's bank account.
- 7.6 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.

8. TERMINATING THIS AGREEMENT

- 8.1 Either party may terminate this Agreement for any reason by giving the other party 30 days prior written notice. The effective date of termination must be specified in the notice of termination. This may include where the Agent fails to refer any students to ASG during any calendar year.
- 8.2 ASG can terminate this Agreement at any time and with immediate effect if the Agent breaches any provision of this Agreement, or including without limitation if ASG becomes aware of or reasonably believes that the Agent has breached, or causes ASG to breach any provision of Standard 4 of the National Code.
- 8.3 This Agreement will be immediately terminated if ASG becomes aware or reasonably suspects that the Agent is:
 - a) engaged in, or previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this conflicts with the obligations of registered providers under Standard 7 of the National Code;
 - b) providing misleading advice regarding ASG and its courses including Total Fees and Tuition Fees, and/or promoting a course for a lesser amount than approved by ASG, including by offering to rebate any part of the Commission payable by ASG to the Agent;
 - c) facilitating the enrolment of a student in a course that will not comply with the conditions of his or her student visa;
 - d) providing immigration advice where not authorised under the Migration Act 1958 (Cwth) to do so;
 - e) engaged in conduct which ASG reasonably considers unprofessional and/or could bring ASG into disrepute.
- 8.5 When this Agreement terminates, the Agent must:
 - a) Submit to ASG all applications received from prospective students up to the date of termination;
 - b) Immediately cease advertising and promoting ASG and any return all marketing material supplied by ASG to ASG within thirty (30) days;
 - c) Return to ASG any confidential information supplied by ASG within 7 days
 - d) Refer all enquiries received after the date of termination to ASG.
- 8.6 When this Agreement terminates, ASG:
 - a) must continue to pay Commission on any students following termination of this Agreement unless Clause 9 applies;
 - b) will pay any outstanding fees owing to the Agent at the time of termination; and
 - c) may consider any student applications submitted by the Agent that have not yet been processed.

9. CHANGE OF AGENT

- 9.1 ASG and the Agent recognise that a student may change his or her Agent if he or she is dissatisfied with the Agent's services.
- 9.2 Once a Letter of Offer has been issued to a student, and the student signature and Agent stamp is on the enrolment application form, the student cannot change their Agent unless:
- a) the student completes their course of study and enrolls in a new course of study at ASG, and nominates a new Agent prior to the commencement of the new course of study; and/or
 - b) the student provides evidence to ASG that the Agent has acted negligently.

10. DISPUTES

- 10.1 Where a dispute under this Agreement arises between the Parties, the Parties must first comply with the following procedure:
- a) The Party raising the dispute will notify in writing the other Party of the dispute by giving the Second Party written notice specifying:
 - I. The nature of the dispute; and
 - II. The outcome required by the First Party; and
 - III. The action the First Party believes will settle the dispute;
 - IV. The Parties will attempt to resolve the dispute by mutual negotiations.
 - b) In the event that the Parties are unable to reach a resolution within fourteen (14) days of Notification either may, by notice in writing, seek to have the dispute resolved by arbitration;
 - c) If the Parties are not able to reach a resolution within a further fourteen (14) days then either may refer the issue to the International Student Ombudsman for the appointment of an arbitrator at his/her sole discretion. The arbitrator's decision shall be final and binding on the Parties.

11. INDEMNITY

- 11.1 To the maximum extent permitted by law, the Agent indemnifies (and must at all times keep indemnified) ASG and its employees, officers and consultants from and against all actions, claims, proceedings or demands, loss (including those brought by third parties), which may be brought against it, whether on their own or jointly with the Agent in respect of any loss, death, injury, illness, damages, costs or expenses (whether to person or property) were arising out of or in connection with this Agreement where caused by:
- a) any unlawful or negligent act or omission of the Agent, its officers, employees, representatives, sub-contractors consultants; or
 - b) breach of Intellectual Property rights of any third party;
 - c) any loss of property or data;
 - d) breach of any part of this Agreement.

11.2 This clause 11 shall survive and continue despite the expiration or termination of this Agreement.

12. VARIATION

- 12.1 This Agreement may be varied by ASG at its absolute discretion by providing seven (7) days notice in writing, and signed by both parties.

13. CONFIDENTIALITY

13.1 All information contained in this agreement is to be treated as commercial and in confidence. The agent shall keep confidential:

- a) the terms of this Agreement;
- b) the Commission;
- c) any personal information collected about a student in the course of business and must ensure the personal information is not passed on to any other organisations in accordance with the Privacy Act 1988 (Cwth)
- d) The agent shall keep all business information relating to ASG's business operations, including, but not limited to customer, logistical and financial information, confidential and shall not disclose such information to any third party during or after the termination of this Agreement, without the prior written consent of ASG

13.2 The obligations contained in this Clause 13 shall survive the expiration or termination of this Agreement.

14. PRIVACY AND USE OF AGENT INFORMATION IN PRISMS

14. 1 Agents working with Australian Skills Group (ASG) agree that their business information will be:

- a) recorded and maintained in the Provider Registration and International Student Management System (PRISMS). This may include your name, business email address, phone number and street address;
- b) accessed by the Commonwealth Department of Education, the Commonwealth Department of Home Affairs and other Commonwealth agencies that access PRISMS;
- c) used to administer or monitor compliance with the Commonwealth legislation eg Education Services for Overseas Students Act 2000, Migration Act 1958; and
- d) disclosed by the Commonwealth Department of Education to other Commonwealth entities (Including but not limited to ASQA and TESQA), education institutions and publically. The Commonwealth Department of Education will share individual agents' performance publically as aggregated data (but will not identify agent – provider relationships). Agent-provider relationships will only be identified when data is shared with education providers and other Commonwealth entities.

15. GOVERNING LAW

15.1 This Agreement is governed by and construed in accordance with the law in force in the State of Queensland, Australia.

15.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland and the Federal Court of Australia.

16. ENTIRE AGREEMENT

16.1 This Agreement, its schedules and annexures (if any):

- a) constitute the complete and full Agreement between the parties in respect of its subject matter;
- b) replaces and supersedes any prior discussions, negotiations, understandings and agreements between the parties and for the avoidance of doubt commission rates applicable under any prior Agreement.

17. CONFIRMATION OF AGREEMENT

The undersigned are duly authorised representatives to hereby sign this Agreement for each party to confirm an understanding and agree to the terms and conditions outlined in this Agreement:

This Agreement will take effect from the date of signing and replace any previous Agreements.

REGISTERED PROVIDER	EDUCATION AGENT
<i>For and on behalf of Australian Skills Group</i>	<i>For and on behalf of (INSERT EDUCATION AGENCY NAME)</i>
CHIEF EXECUTIVE OFFICER	
_____ Title of authorised Officer	_____ Title of authorised Officer
PAUL SCAYSBROOK	
_____ Name of authorised officer (print)	_____ Name of authorised officer (print)
x	x
_____ Signature of Officer	_____ Signature of Officer
_____ Witness name (print)	_____ Witness name (print)
x	x
_____ Witness signature	_____ Witness signature

Date:

Date: