



CRICOS NUMBER: 02035F
AQTF CODE: 30100

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28 Russell Street, South Brisbane, QLD, 4101

AGENT / REPRESENTATIVE AGREEMENT

This agreement forms the basis of the working relationship between [InTech](#) and its approved representatives and agents.

The purpose of this agreement is to allow agents/representatives to enroll genuine students into In-Tech Training's training programs and receive a consulting / commission fee and other bonuses that may be agreed upon in writing by InTech.

LAW AND JURISDICTION

This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Australia and the parties hereby submit to the exclusive jurisdiction of the Courts of Queensland, Australia.

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AGREEMENT BETWEEN

InTech Institute of Technology, 28 Russell Street, South Brisbane, Queensland Australia 4101
hereafter known as “**InTech**”.

And

Agent / Representative: Hereafter known as “**AGENT**”

Agency Legal Name	
Prop Director or Legal Entity	
Company Registration in your country	
Contact Person	
Registered Organization	
Address	
Telephone	
Fax	
Email Address	

Background

1. INTECH INTITUTE OF TECHNOLOGY is a private Registered Training Organization (RTO) and is registered under the Australian Quality Training Authority.
2. Australian law requires providers of education and training programs to overseas students to be registered and sets out other requirements with which the RTO and its agents have to comply. These are known as the Education Services for Overseas Students 2000 (ESOS Act).
3. The purpose of this agreement is to allow agents/representatives to enroll genuine students into **Intech Institute of Technology** training programs and receive a consulting / commission fee and other bonuses that may be agreed upon in writing by **Intech Institute of Technology**.
4. The AGENT must make itself aware of the conditions and requirements of the ESOS Act and has to comply with those requirements. For details of the Act visit the following website- <http://aei.gov.au> and click on ESOS Framework.
5. INTECH INTITUTE OF TECHNOLOGY wishes to appoint a representative to assist it in marketing and recruiting students from specified countries.
6. INTECH INTITUTE OF TECHNOLOGY and the Agent agree that the nature, duration, scope and obligations of the representation to be provided by the Agent for INTECH INTITUTE OF TECHNOLOGY will be determined solely by this agreement.

Agreement

Definitions

“Course Money” means the course money as defined by the ESOS Act.

“AGENT” means the Agent

“CRICOS” means the Commonwealth Register of Institutions and Courses for Overseas Students.

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

“PROGRAMS” Means the full time registered programs offered by **Intech Institute of Technology**.

“ESOS Act” means the Education Services for Overseas Students Act 2000 including its regulations

"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;

In this Agreement unless contrary intention appears

1. Headings are for ease of reference only
2. the singular means the plural and vice versa
3. Money is in Australian Dollar and all reference to “A\$”. “\$A”, dollar or “\$” is a reference to Australian currency

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1. Agent Responsibilities

1.1 The Agent warrants that the information which is set out in this agreement is accurate and that it has the professional expertise and financial capacity to provide Intech with offshore marketing services to Intech's potential students.

1.2 The Agent agrees:

- a) to act as a representative of Intech in undertaking those tasks and processes set out in Attachment 2 to this agreement and to do so in accordance with the specific instructions
- b) to comply with the requirements of the *Education Services for Overseas Students (ESOS) Act 2000 (Commonwealth)*, the *National Code of Practice for Registration Authorities and Providers of Education and Training Services to Overseas Students* relevant to this agreement (whether expressed to apply to a registered provider, associate, agent or any other person) and all other laws and codes of practice applicable from time to time, including laws and codes of practice in the country in which the Agent is operating.
- c) to comply with the provisions of the *Privacy Act 1988 (Commonwealth)*, the Information Privacy Principles under the Act and any other applicable laws concerning privacy, with respect to any personal information held by it in connection with this agreement;
- d) Assist people become students and for that purpose provide all necessary information about INTECH INTITUTE OF TECHNOLOGY programs. Agents in Australia must not provide students with "immigration advice" as defined in the Migration Act 1958 (Cth) unless they are separately registered to do so under the Act.
- e) Bear the usual costs associated with the usual functions of representing INTECH INTITUTE OF TECHNOLOGY to find suitable students for INTECH INTITUTE OF TECHNOLOGY programs.
- f) Provide all details as requested by INTECH INTITUTE OF TECHNOLOGY for the completion of an enrolment form.
- g) Promote the Intech program with integrity and accuracy and recruit students in a honest, ethical and responsible manner.
- h) Inform prospective students accurately about the requirements of programs offered by InTech.
- i) assist to uphold the high reputation of Australian Education Sector
- j) Ensure that relevant fees and charges accompany application and a signed copy of the written agreement.
- k) Make sure that all necessary evidence and documents accompany a students application for enrolment.
- l) Inform students of refund INTECH INTITUTE OF TECHNOLOGY refund policy, training methods, assessment methods, programs, durations, facilities, visa requirements, English requirements for the program and information about living in Queensland.

m) The Agent must tell Prospective Students that:

- 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;
- b. any school age dependants who accompany them to Australia are required to pay full fees if they enroll in either government or non-government schools.

The Agent Must NOT:

1. The agent may not bind our college to any agreement whatsoever without having first obtained the express written consent of our colleges to do so. Particularly, the agent acknowledges that the purpose of its appointment is only to introduce prospective students to the college and that it may not bind the college to accept those students.
2. 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.
3. facilitate applications for students to INTECH INTITUTE OF TECHNOLOGY who do not comply with visa requirements
4. offer any guarantees to students about their visa being granted
5. engage in false or misleading advertising or recruitment practices
6. give incorrect information to prospective students on INTECH INTITUTE OF TECHNOLOGY and its programs, fees and or charges
7. Use or access PRISMS on behalf of InTech to create a COE
8. Discount student fees to compete with other agents.
9. Provide immigration advice where the agent is not authorized under the Migration Act 1958 to do so.

Engagement of the Agent

1. INTECH INTITUTE OF TECHNOLOGY engages AGENT to be its representative to perform such Services on the terms set out in this agreement.
2. This is a non-exclusive agreement and INTECH INTITUTE OF TECHNOLOGY can appoint other agents as it chooses.

Detailed Obligations of InTech

1. give AGENT sufficient information to enable to the AGENT to conduct it services
2. help the agent to access information about visa requirements and the process of visa applications
3. duly process all completed applications received but is under no obligation to accept any prospective students referred by the agent without due course.
4. supply sufficient promotional material that is compliant with the ESOS Act to enable AGENT to carry out its responsibilities
5. participate in agreed promotional activities as is mutually agreed between AGENT and InTech.
6. Provide other assistance to the agent such as accommodation, airport pickup etc.

Consulting / Commission Fee

It is hereby agreed that InTech will pay to AGENT for every student that the AGENT enrolls into one of our courses.

1. **Consulting / Commission Fee: _____ % (Maximum 20% depending on volume) of the tuition fee collected (Excludes Material and Resources Fees, OHSC, Administration Fees)** and paid to InTech and receipted by InTech.

Any agent fee is **only payable after the course has started**. Agents who deduct the agent fee before payment to InTech is contravening the **Australian ESOS Act 2000**.

2. Consulting / Commission Fee will be paid after receipt of monies paid and all the necessary InTech forms are signed, completed and delivered to InTech offices.
3. AGENT will not be regarded as having recruited the student under this agreement unless **AGENT submits the student's application** for enrollment and that application also bears the agents name and signature.
4. No fee will be payable by InTech to the agent where students are recruited through InTech own programs for recruitment of students within Australia.
5. If a student recruited by the agent at any time undertakes any other program at INTECH INTITUTE OF TECHNOLOGY other than that which was 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 INTECH INTITUTE OF TECHNOLOGY to the agent.
6. It is the responsibility of the AGENT to ensure that they quote prices from the current tuition fee structure.
7. InTech will only take responsibility for monies received where an official receipt has been issued. All other liabilities for monies lost will be denied.
10. AGENT is responsible for G.S.T. (if applicable) and if not invoiced or collected, InTech denies any responsibility in the future.
11. It is also the responsibility of the agent to make sure that the student is paying his fee as per the agreed payment plan. InTech may decide not to pay commission to the agent where the student continues not to pay the fees on time.

Other Considerations

1. AGENT cannot promise or imply **that INTECH INTITUTE OF TECHNOLOGY** will offer a prospective student, employment as a result of completing an InTech course.
2. In the case of an international student, at all times to advise InTech of any information or concerns relating to the legal visa status of the student and / or any criminal activity known.
3. This agreement covers the agent and /or representative and includes **their staff, principal, director, associates and sub-agents.**
4. The agent indemnifies the colleges against all and any loss which our colleges may suffer as a direct or indirect result of any agent's failure to comply with the Education Services Act and Regulations or any provision of this agreement, including without limitation any fine or cost to our colleges and, any loss or damage arising from temporary or permanent suspension or withdrawal of our college's licenses to operate under the Education Services Act and Regulations.
5. The agent may not bind InTech to any agreement whatsoever without having first obtained the express written consent of Intech in writing to do so. Particularly, the agent acknowledges that the purpose of its appointment is only to introduce prospective students to Intech and that it may not bind the college to accept those students.
6. It is the responsibility of the agent to ensure that outstanding fees by any of their clients are paid on time to the college.
7. To assist students with application, processing and visa applications where applicable and legal, and ensure students understand course requirements and outcomes.
8. To ensure students read, understand and sign the refund policy and student handbook of InTech.

Termination of this Agreement

1. Either party can terminate this agreement at any time and with immediate effect by giving the other party 30 days prior written notice.
2. INTECH INTITUTE OF TECHNOLOGY can terminate this agreement at any time and with immediate effect by giving notice if the agent:
 - a. Breaches any provisions of this agreement
 - b. Breaches any provisions of the ESOS Act of 2000.
 - c. Takes actions that are prejudicial to the agreement or the good nature of InTech.
 - d. Becomes insolvent
 - e. Or any staff of the agent contravenes any provision of this agreement.
 - f. Where Intech becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct in any of the following:
 - i. Engaged in, or to have previously been 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).
 - ii. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
 - iii. using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student, or
 - iv. Providing immigration advice where not authorized under the Migration Act 1958 to do so.

Monitoring of Agent Activity

Note that InTech will constantly monitor the activity of the agent. InTech Agent termination procedure as outlined above will take effect.

Monitoring may include:

- Site visits, Student Survey, Agent Service level monitoring
- bi annual review of the activities of the agent or agency
- quarterly reports of agency activities and client satisfaction data

InTech may decide on what action to take in the event of InTech becoming aware of agent misconduct:

1. Action to cancel the agent agreement
2. Action to train and advice the agent
3. Action to recommend changed to agents actions

Student Survey of Information

At the Induction Session on their first day, the Student Counselor will ask the students to fill in the "Information provided to International Students prior to arrival in Australia" survey form. The intent of the survey is to gauge whether students find that their satisfaction met these expectations.

- Where any practices of the education agent are identified as 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, InTech shall take immediate action.
- Where the above practice(s) by an agent is identified the CEO is responsible for ensuring there is a change of the practices causing concern through counseling the agent or for terminating the agreement. Any counseling or termination of agreements shall be documented within the Agent file.
- The agent files shall be reviewed through the internal continuous improvement policy.

Assignment and Subcontracting

1. The agent must not assign this agreement or any right under this agreement.
2. The agent remains fully responsible for all subagents and subcontractors and staff for performing its obligations under this agreement.

This Document is the entire agreement.

Any variations to this document must be in writing and agreed and signed between the agent and InTech.

Governing Law

This agreement is governed by and construed in accordance with the law in force in the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the state of Queensland, Australia, Australia and the Federal Court of Australia.

Variation

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

Relationship

This agreement appoints the agent to representative of INTECH INTITUTE OF TECHNOLOGY for the purpose of identifying prospective students only, and the relationship is not that of employer and employee nor partnership.

Each party irrevocably and unconditionally indemnifies and agrees to keep indemnified the other party and its representatives Directors, Officers, Employees, Agents and Representatives from any liability, loss, harm, damage, cost or expense that may result from the negligent acts or omissions of the other party as a consequence of or incidental to the performance of this agreement.

Dispute Resolution

In the event that either party has concerns arising from this agreement then the party asserting concern should notify the other in writing of the nature of that concern.

If the matter cannot be resolved within 28 days of the date of the written notice having been given then with mutual agreement of the parties a mediator will be appointed. In the absence of agreement between the parties to the mediator then a mediator will be appointed by the president of the Queensland Law Society.

Attachments to agreement

This agreement must be read in conjunction with the attached policy and procedure:

- **ESOS National Code 2007**
- **DEST DIAC Course Progress Policy**
- **Definition of Course Requirements**
- **Transfers to Other Institutions (International Students)**
- **Intech Refund Policy**
- **Intech Student attendance Policy**

Student Enrolment Procedure.

1. Fill in the InTech Enrolment form and return to InTech via email www.admissions@intech.edu.au.
2. InTech will give you a "Letter of Offer and a Written Agreement" – indicating the course start dates, finish dates and fees. The Letter of Offer and Written Agreement will specify the fees for the tuition and any other study related expenses. Please read all related information on the agreement carefully.
3. The student will also require paying for OSHC – Compulsory Student Health Cover for the duration of the students study at InTech. Note if you are travelling with your family then you will need to pay for family OSHC.
4. Student must complete the "Written Agreement" prior to accepting any course money.
5. Once the written agreement and course fees are collected by InTech, InTech will then enroll the student and issue you a confirmation of enrollment (COE). This informs Australian High Commission in your country that you are a registered student waiting visa processing.
6. You will need to contact DIAC in your country for visa application forms and medical check procedures.
7. You will then apply for the student visa by carefully providing the requirements for the visa application.
8. Once the student visa has been approved the student is to inform InTech of the date of arrival into Australia.
9. **Agent Commission will be paid only after the student has commenced study. Please send a invoice for the commission.**

Please refer to the DIAC website for more information: www.immi.gov.au

Special Note:

All applications must be completed in full with all necessary documentation provided to speed up the issue of letter of offer.

The Agent agrees to read the updated Policies and Procedures that affect International Students. This information will be available as a soft copy or on the Intech website: www.intech.edu.au

Signed by InTech

Name	Signature	Date
Robin Jaggessar		

Signed by Witness to InTech

Witness Name	Signature	Date
Amy Jaggessar		

Signed by Agent / Representative

Agents Name	Signature	Date

Signed by Witness for Agent / Representative

Witness Name	Signature	Date

Agent Profile Questionnaire

Please print out a copy of this questionnaire and print clearly in black pen

Company Details:

Company Name: _____

Other Registered Business Name: _____ As Above

Business Registration Number: _____ Country of Registration: _____

Main Business Address: _____

Country: _____ Post Code: _____

Telephone Number: _____ Fax Number : _____

Email: _____ Web site: _____

Mailing Address: _____
(if different to Business Address)

Country: _____ Post Code: _____

Main Contact Name: _____

Position: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Mobile Number: (____) _____ Email: _____

Alternative Contact Name: _____

Position: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Mobile Number: (____) _____ Email: _____

Details of Branch Offices/Partnering Companies in Australia or Overseas:

NB: Please provide details of branch offices or partnering companies you have in Australia or Overseas. If more than one, please fill in details of each on the attached Schedule A.

Company Name: _____

ABN: _____ (or Business Registration Number if Overseas) _____

Business Address: _____

_____ Post Code: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Email: _____ Web site: _____

Mailing Address:
(if different to Business Address) _____

_____ Post Code: _____

Invoicing through the above Branch/Partner? Yes No GST Exempted? Yes No

If GST exempt, please provide copy of ATO Authorisation Letter on the attached Schedule B.

Please provide details of additional branch offices or partnering companies you have in Australia or Overseas on the attached Schedule A.

Business Operations:

Date of Establishment: _____

Number of Years as Education Agent:

Please indicate your major markets and the number of students recruited from these markets for the last year:

Country 1: _____ No. of Students Recruited: _____

Country 2: _____ No. of Students Recruited: _____

Country 3: _____ No. of Students Recruited: _____

No. of Students
Recruited for:

Language : _____

High School: _____

Foundation: _____

College & TAFE: _____

University: _____

Please list contractual relationships you have with Universities in Australia below. If there is not enough room below, please provide use the space provided in the attached Schedule C.

University: _____ Years contracted: _____ Total Students Recruited: _____

University: _____ Years contracted: _____ Total Students Recruited : _____

University: _____ Years contracted: _____ Total Students Recruited: _____

Please provide detailed listing of your services and fees chargeable (where applicable) on Schedule D.

Please attach detailed samples of some of your recent marketing materials for recruitment on Schedule E.

Staff Expertise:

Number of Staff: 1 2 3 to 5 5 to 20 > 20

Longest Consultant Experience: <1 year 1 to 3 years > 3 years

Number of Staff Fluent in English: 1 2 3 to 5 5 to 20 >20

Do staffs need any specific training? Yes No

Government & Institute Links:

Government Links:

If based overseas, please provide information on any links you have with Government in your country. (eg liaising with Government to assist strengthen of the education industry, industry training, joint seminars ... etc)

Student Reference: Please provide name and contact details (add and Tel of students your organization have recruited in order for us to get feedback on your organization)

Name	Contact details of student currently in Brisbane or Australia

Reference:

Please provide details of two student recruitment referees, including one from an Australian Educational institution. Please print clearly.

Referring Company 1: _____

Business Address: _____

Country: _____ Post Code: _____

Contact Name: _____

Position: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

Referring Company 2: _____

Business Address: _____

Post Code: _____

Contact Name: _____

Position: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

To assist us in determining why your agency wishes to represent Intech.

I/we declare that the information furnished is true and correct to our best knowledge.

Signature

Name of Authorising Officer

Date

Schedule A

Additional Branch/Partnering Office Locations:

Office Location: _____
Business Address: _____

Country: _____ Post Code: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

Office Location: _____
Business Address: _____

Country: _____ Post Code: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

Office Location: _____
Business Address: _____

Country: _____ Post Code: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

Office Location: _____
Business Address: _____

Country: _____ Post Code: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Mobile Number: (_____) _____ Email: _____

NB: If there is insufficient room on this Schedule, please make another attachment.

Schedule C

Contractual Relationships with other Training Organizations in Australia:

University Name:	Years contracted:	Total Students Recruited:

Schedule D

Services & Fees Listing:

Please provide detailed listing on your services and fees chargeable (where applicable). These fees are fees charged to the student for your services.

Schedule E

Marketing Materials:

Please attached detailed samples of recruitment marketing materials:

Schedule F

Feedback:

Why does your company wish to become a recruitment agent for InTech Institute of Technology?

What can your company do to facilitate recruitment of international students to Intech?

If granted an Agency Agreement, what number and type of students do you anticipate being able to recruit for Intech?

What features do you see as being unique about InTech Institute of Technology?

For Office Use:

Date Received: _____

Checklist: _____