

ROLES AND RESPONSIBILITIES FOR AGENTS REFERRING INTERNATIONAL STUDENTS

LEGISLATIVE FRAMEWORK

- Educare's international student recruitment strategy includes taking student referrals from educational Agents on behalf of potential overseas students.
- The honesty and integrity of Agents in referring students and their willingness to provide a comprehensive personal service to students is of utmost importance.
- Australian law requires that Educare, as a provider of education and training courses to overseas students is registered and sets out certain requirements that Educare must comply with when accepting student referrals.
- Such requirements include obligations under the National Code 2007 which is made under the Education Services for Overseas Students Act 2000 ("the National Code").

INTRODUCTION

- This document clarifies the administrative process and remuneration (fee) arrangements applying to student referrals accepted by Educare through the above identified Agent.
- It does not create a formal or exclusive agency contract to engage the Agent in ongoing marketing activities on behalf of Educare.

RESPONSIBILITIES OF THE AGENT

- To provide comprehensive and accurate advice to prospective students about studying in Queensland, Australia, including student lifestyle, facilities, courses and the costs involved;
- To screen interested applicants with regards to their academic eligibility, genuine motives for study and financial ability to undertake study with Educare;
- To assist students with their application for admission to Educare, verify documents, collect fees, assist with visa processing and provide predeparture information;
- To help and advice, as required, to students recruited by the Agent, following enrolment at Educare and for the duration of their course;
- Responding to enquiries from prospective students
- Counselling and otherwise assisting prospective students to complete applications for admission to Educare programs
- Forwarding completed applications for admission to Educare;
- From time to time, both Educare and the Agent may require support to provide services outside of those identified in this document.
- This will be agreed separately by way of exchange of correspondence specifying the support to be offered and how the cost of that support will be met; and Act in an ethical manner in carrying out responsibilities.
- Educare defines unethical practices as complying with:

Standard 1.2 (b) of the National Code - not give false or misleading information or advice in relation to:

- claims of association between providers
- the employment outcomes associated with a course
- automatic acceptance into another course
- possible migration outcomes, or
- any other claims relating to the registered provider, its course or outcomes associated with the course; and

Standard 1.3 of the National Code

- The registered provider must not actively recruit a student where this clearly conflicts with its obligations under Standard 7 (Transfer between providers).

RESPONSIBILITIES OF EDUCARE

- Educare will provide the Agent with access to promotional material including brochures, handbooks and posters and keep you informed of any changes to courses or enrolment details;
- Where possible we will brief your staff about studying at Educare so that Agent staff can provide comprehensive advice to your clients;
- We will assess applications from the Agent promptly and communicate decisions by the fastest means to enable an efficient service to potential students;
- Educare will pay fees to the Agent for students enrolled as a result of the efforts of the Agent as outlined in the payment schedule of each individual Education Agents Agreement

COMMUNICATIONS

- Whilst verbal communication is encouraged, all business and referral arrangements must be submitted and confirmed in writing (by email).

COPYRIGHT IN PROMOTIONAL MATERIALS

- Copyright in all materials produced by Educare is vested in Educare and no reproduction of any of the material shall be undertaken by, any enrolled student or any other person whatsoever without the written permission of Educare.
- The Agent may not alter the material provided by Educare and only use it to provide relevant information to potential students seeking advice from the Agent on Educare courses that may meet each student's needs.

TUITION FEES

- Tuition fees will not to be discounted.
- We accept that from time to time an Agent may, in promoting their business, provide referred students with books, travel assistance or scholarships but tuition fees are not to be discounted under any circumstances.

STUDENT ATTENDANCE/ACADEMIC PROGRESSION

- As a registered provider Educare must keep a record of an overseas student's attendance and/or academic progress (depending on the course in which the student is enrolled) in accordance with the requirements of the National Code of Practice for Registration Authorities and Providers of Education and Training ("the National Code").
- If an Educare student's attendance reaches 82% an "Attendance Warning" letter will be sent to the student. If the absences continue a second warning letter will be sent to the student requiring the student to meet with one of Educare's Registrars. In addition (For all other international students enrolled with Educare, other than ELICOS) progression in a course will be examined at the end of each study period to ensure that enough competencies have been attained.
- Satisfactory progress is measured as reaching a level of competency in at least 50% of the units for that period of study.
- If progression or attendance requirements continue not to be met, Educare will communicate directly with the student. An Intervention Program will be initiated for all international students being monitored by academic progression.
- If an Educare student's attendance record falls below 80% (or enough academic progression is not being met) they will be reported to the Department of Home Affairs in accordance with the National Code.
- Educare's full procedure is outlined in Educare's Policy and Procedure on Student Attendance which is available upon request.

SCHEDULE OF FEES AND INVOICING

- For each paid up student referral, we will pay the Agent a referral fee equal to the % of the tuition fees for all for all Educare VET courses reflected on each individual Agents Agreements
- In the case of a study visa student, we require the Student Tuition Fee to be made to Educare's nominated bank account (as shown on the back of the application form). Once payment is received, we will issue a Confirmation of Enrolment to the Student for the purposes of obtaining a visa.
- In the case of a tourist or working holiday visa, we require payment to Educare's nominated bank account (as shown on the application form) prior to the student's course start date.
- Please assist Educare to provide a secure service for students aged under 18 years of age to be accommodated by our homestay families, by completing and returning the Confidential Welfare Information Sheet before the student departs for Australia. This is mandatory for Student Visa applicants.

INDEMNIFICATION AND LIABILITY

In no event shall either party be liable to the other, any third party or otherwise, for any incidental, special, punitive, indirect or consequential damages, including lost revenue, lost profits, damage to customer equipment, loss of technology, loss of data, non-deliveries, or in any way related to the services or any aspect of customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict' liability or otherwise.

APPLICABLE LAW

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with and be subject to the exclusive jurisdiction of the federal and state courts located in Australia.