

SMIC Agents Agreement Terms and Condition

1. Responsibilities of the Agent

1.1 Under this Agreement the Agent must:

- Promote Sydney Metropolitan International College and its courses in the countries/regions specified in 1(c);
- Recruit and assist in the recruitment of prospective students to undertake courses at Sydney Metropolitan International College in accordance with the policies of Sydney Metropolitan International College;
- Provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of Sydney Metropolitan International College; and
- Assist in completing and submitting application forms to Sydney Metropolitan International College.

1.2 In performing these services, the Agent must:

- act honestly and in good faith, and in the best interests of the student;
- Declare in writing (**Enclosure 1**) and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider;
- Promote Sydney Metropolitan International College with integrity and accuracy and recruit prospective students in an honest and ethical manner;
- Inform prospective students accurately about the requirements of Sydney Metropolitan International College using only material provided or approved by the college;
- have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics ([Click](#));
- Take reasonable steps to confirm the accuracy of information provided by prospective students in the application;
- Ensure that only signed and completed applications are submitted to Sydney Metropolitan International College;
- Ensure that relevant fees, charges and supporting documentation accompany each application and acceptance of offer documents;
- Provide any offer documents received from Sydney Metropolitan International College to the prospective student within 48hours of receiving the offer documents; and

- Only undertake promotional and marketing activities involving Sydney Metropolitan International College that have been approved by Sydney Metropolitan International College.

1.3 As per the requirements of the ESOS Act, the Agent must not engage in dishonest practices, including:

- Recruiting or attempting to recruit a student currently studying with another Australian education provider;
- Suggesting that a student come to Australia on a student visa for any reason other than for full time study;
- Facilitate the enrolment of students who the Agent believes will not comply with the conditions of their student visa;
- Use PRISMS to create an eCoE for other than bona fide students; or
- Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958).

1.4 In addition to 3(c), the Agent must not:

- Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education providers, their courses or inaccurate claims regarding any association between Sydney Metropolitan International College and any other education providers;
- Facilitate applications to students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa;
- Give false or misleading information relating to course fees payable or acceptance into a course;
- Receive or bank course fees payable to Sydney Metropolitan International College by a prospective student or deduct any fees from the amount payable by the student to Sydney Metropolitan International College;
- Commit Sydney Metropolitan International College to accept any prospective student into a course;
- Use or access PRISMS without the prior written consent of Sydney Metropolitan International College;
- Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student; and
- Submit an application to Sydney Metropolitan International College on behalf of a student if the Agent is aware the prospective student has applied to another education provider.

1.5 The Agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the ESOS Act.

1.6 Unless Sydney Metropolitan International College agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.

1.7 The Agent must provide accurate and factual responses to information requests from the National VET Regulator relevant to the delivery of services and co-operation the conduct of audits and the monitoring of its operations National VET Regulator.

2. Responsibilities of Sydney Metropolitan International College

2.1 Sydney Metropolitan International College must:

- at all times comply with the Education Services for Overseas Students Act 2000 (ESOS Act) and National Code of Practice for Providers of Education and Training to Overseas Students 2018;
- give the Agent sufficient information to enable the Agent to undertake its services, including information regarding the requirements of the ESOS Act;
- give the agent up-to-date and accurate marketing materials;
- assess completed applications from prospective students within a reasonable time of receipt;
- pay any fees within the agreed timeframe;
- not accept students from an education agent if it knows or reasonably suspects the education agent to be engaging in false, misleading or unethical advertising or recruitment practices or practices specified at section 3c.
- monitor the activities of the education agent in accordance with section 8 of this agreement in representing Sydney Metropolitan International College and ensure the education agent is giving students accurate and up-to-date information on Sydney Metropolitan International College services; and
- take corrective action in accordance with section 9 of this agreement that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement.

2.2 Sydney Metropolitan International College is not required to accept any prospective student referred by the Agent.

3. Confidentiality and Transparency

3.1 The Agent must:

- observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students;
- keep all information provided by Sydney Metropolitan International College confidential other than that which is needed to perform the Services in accordance with this agreement; and
- keep the terms of this Agreement confidential.

3.2 Sydney Metropolitan International College may disclose information about the education agent to Commonwealth or state or territory agencies under the following circumstances:

- Sydney Metropolitan International College believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false, misleading or unethical advertising or recruitment practices;
- Sydney Metropolitan International College has received a written request for information from Commonwealth or state or territory agencies;
- During the conduct of audits and / or monitoring of Sydney Metropolitan International College operations by the National VET Regulator; and
- Where there is a statutory obligation to do so such as Section 4.1 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

4. Agent's Fees

4.1 The fees payable are set out in Schedule 1.

4.2 Subject to the provisions of this clause, Sydney Metropolitan International College must pay the Agent's fee for each student who:

- is recruited by the Agent;
- is enrolled in a course;
- has paid the course fee to Sydney Metropolitan International College; and
- has commenced the course and has had 2 weeks of satisfactory progress and attendance.

4.3 For the purposes of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agent submits the student's application for enrolment and that application also bears the agent's name.

4.4 An Agent's fee is not paid where a prospective student applies directly to Sydney Metropolitan International College.

4.5 No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by Sydney Metropolitan International College.

4.6 Sydney Metropolitan International College must pay the fees payable under this clause within 14 days of receipt of a valid invoice from the Agent.

5. Assignment and Sub-contracting

5.1 The Agent must not assign this Agreement or any right under this Agreement without the prior consent of Sydney Metropolitan International College.

5.2 Apart from sub-contractors listed in this Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of Sydney Metropolitan International College.

5.3 Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

6. Monitoring of Agent's activities

6.1 The Agent must participate in a range of activities to review the performance of the Agent. These activities may include but are not limited to:

- A regular review of the Agent's performance, to be undertaken at least every four months at the discretion of Sydney Metropolitan International College including a record of inquiries and outcomes;
- Spot checks to be undertaken by representatives of Sydney Metropolitan International College both at the agents premises and at promotional events; and
- A yearly survey of students recruited by the Agent.

7. Corrective Action

7.1 If at any point during the term of this Agreement, Sydney Metropolitan International College believes or reasonably suspects that the Agent is negligent, careless or

incompetent or is engaged in false, misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in clause 10.

7.2 Where behaviour of the Agent is of a less serious nature and does not involve false or misleading recruitment practices, Sydney Metropolitan International College may decide at its discretion to engage in alternative corrective action with the Agent. These alternative corrective actions may include but are not limited to:

- Remote performance counselling;
- On-shore training for the Agent; and/ or
- Requiring the Agent to complete the AEI on-line Agent Training Course.

8. Terminating this agreement

8.1 Either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing.

8.2 If the Agent breaches any part of this Agreement, Sydney Metropolitan International College may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.

8.3 If the Agent breaches any part of 3(c), Sydney Metropolitan International College will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the breach of 3(c) was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship.

8.4 On termination of this agreement, the Agent must:

- Submit all applications and fees from prospective students received up to the termination date; and
- Immediately cease using any advertising, promotional or other material supplied by Sydney Metropolitan International College and return all materials to Sydney Metropolitan International College within 30 days.

8.5 The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

9. Dispute Resolution and Mediation

9.1 In the event of any grievance or disputed decision the Agent is able to access Sydney Metropolitan International College's Complaints and Appeals Policy.

9.2 If the matter cannot be resolved through use of Sydney Metropolitan International College's Complaints and Appeals Policy see 14(b).

10. Entire Agreement

10.1 This agreement and its schedules:

- constitutes the full agreement between the parties as to its subject matter; and
- in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties.

11. Variation

11.1 This agreement supersedes any previous agreements between the parties.

11.2 This agreement may only be varied in writing, signed by both parties.

12. Governing Law

12.1 This Agreement is governed by and construed in accordance with the law in force in the State of New south Wales, Australia.

12.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.