

'Prospective student' means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at MindChamps Academy.

'Services' means the services described in clauses 19, 20, 21, 22 and 23;

'Student' means an 'overseas student' as defined in the ESOS Act; **'Term'**

means the period set out in Item 1 of Schedule 1

'Territory' means the countries or regions set out in Item 2 of Schedule 1.

2. In this Agreement, unless the contrary intention appears:
 - I. Headings are for ease of reference only and do not affect the meaning of this agreement.
 - II. The singular includes the plural and vice versa and words importing a gender include other genders.
 - III. Other grammatical forms of defined words or expressions have corresponding meanings.
 - IV. Money is in Australian dollars unless otherwise stated and a reference to 'A\$', 'AUD', '\$%', 'dollar' or '\$' is a reference to Australian currency; and
 - V. Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

ENGAGEMENT OF THE AGENT

3. MindChamps Academy engages the Agent to be its representative to perform the Services in the specified Territory for the period set out in item 1 Schedule 1.
4. This is a non-exclusive agreement and MindChamps Academy may appoint other Agents in the specified Territory if it sochooses.
5. The Representative cannot promote MindChamps Academy outside the Territory or perform the services outside the Territory, without MindChamps Academy prior written consent. If the Representative wishes to expand the Territory the Representative must make a written submission to MindChamps Academy no later than thirty days before the recruitment of prospective students in the new territory is planned to start. MindChamps Academy is under no obligation to recognize the Representative's new territory, or accept applications for enrolment from prospective students recruited by the Representative in the new territory.
6. Be bound by the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018) under Standards 4 pertaining to Education Agents.

MAIN RESPONSIBILITIES OF THE AGENT

7. Under this Agreement, the Agent must:
 - I. Have appropriate knowledge and understanding of the international education system in Australia, including the [Australian International Education and Training Agent Code of Ethics](#).
 - II. Act honestly and in good faith, and in the best interests of the student.
 - III. Observe appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students.
 - IV. Have a full understanding of the Australian student visa regulations and procedures. More information on

- Australian student visas please check the Department of Home Affairs website.
- V. Ensure all applicants for MindChamps Academy Courses are both Genuine Temporary Entrants and Genuine Students, to maintain the integrity of the Australian student visa program, and to ensure MindChamps Academy only recruits high quality genuine and temporary students.
 - VI. Promote MindChamps Academy and the Programs in the Territory; in accordance with MindChamps Academy policy and procedures recruit and assist in the recruitment of prospective students to undertake the Programs.
 - VII. Provide prospective students with all necessary information about the Programs, MindChamps Academy facilities and services and assistance in completing and submitting application forms to MindChamps Academy.
 - VIII. Arrange for English language testing of prospective students under the relevant Australian migration regulations.
 - IX. Ensure that any assessment of the educational background and suitability of applicants are undertaken by suitably qualified staff.
 - X. Provide additional training of staff as required and as appropriate, to fulfil this above requirement, and
 - XI. Take reasonable steps to avoid conflicts of interests which include but not limited to:
 - a. Charging services fees to both overseas students and MindChamps Academy for the same service
 - b. Having financial interest in MindChamps Academy
 - c. Agent staff has a personal relationship with an employee of MindChamps Academy
 - XII. Perform any other services and provide any reports or information requested by MindChamps Academy or required by this Agreement.

DETAILED OBLIGATIONS OF THE AGENT

8. In performing the Services, the Agent must:
- I. Promote the Programs with integrity and accuracy and recruit prospective students in an honest, and responsible manner.
 - II. Assist to uphold the high reputation of MindChamps Academy and of the Australian international education sector.
 - III. Inform prospective students accurately about the requirements of Programs using only material provided by MindChamps Academy.
 - IV. Advise prospective applicants on:
 - Academic programs available including course structure, contact hours, delivery modes, locations and outcomes
 - Academic entry requirements for each program
 - English language proficiency requirements
 - Financial capacity
 - Pre-requisite Schooling.
 - Age Requirements.
 - Intention to comply with visa conditions
 - Department of Home Affairs (DHA) requirements of Genuine Temporary Entrant (GTE) and Genuine Student assessment criteria to ensure to ensure that MindChamps Academy complies at all times with the DHA requirements.
 - Tuition fees, OSHC and living costs associated with studying in Australia
 - MindChamps Academy's admissions process and that MindChamps Academy may undertake

- further screening of the student to determine Genuine Temporary Entrant and Genuine Student, and
 - To identify risks in their student recruitment processes, MindChamps Academy may interview prospective students about their intentions for studying in Australia
- v. Take steps in confirming the accuracy of the information provided by prospective students in the application.
 - vi. Ensure that MindChamps Academy's, Course Interview form, Enrolment form, Application Checklist is completed and signed by designated agency staff before submitting the application to MindChamps Academy
 - vii. Ensure that only signed and completed applications are submitted to MindChamps Academy.
 - viii. Assist prospective students to complete visa applications.
 - ix. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents.
 - x. Provide any offer documents received from MindChamps Academy to the prospective student within 24 hours of receiving the offer documents.
 - xi. Provide MindChamps Academy with market intelligence about the recruitment of prospective students in the Territory; and
 - xii. Only undertake promotional and marketing activities involving MindChamps Academy that have been approved by MindChamps Academy
 - xiii. Act in accordance with MindChamps Academy policies and procedures and directions given by MindChamps Academy
9. Before prospective students complete an application, the Agent must give them information provided to the Agent by MindChamps Academy about:
- I. MindChamps Academy and its facilities, equipment and learning resources.
 - II. the Programs, including course content and duration, qualifications offered, modes of study.
 - III. the minimum level of English language ability and educational qualifications required for acceptance into the Program.
 - IV. visa requirements which must be satisfied by the student including English language proficiency levels.
 - V. Attendance/course progress requirements and requirements to complete studies before student visa expire.
 - VI. the Program Fees and refund policy; and
 - VII. living in Australia and the local environment of the relevant campus, including information about campus location and costs of living.
10. The Agent must advise prospective students that:
- I. Students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
 - II. Any accompanying school age dependents must pay any relevant fees if enrolling in either government or non-government schools.
11. Unless MindChamps Academy otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.
12. Where appropriate and when invited, the Agent must provide MindChamps Academy with inputs for their Annual Business Plan and participate in the setting of targets.

13. Agree to being regularly monitored for performance and activities and a review of on an annual basis.
14. The Agent must terminate any agreement with an employee or contractor if the Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined above. Failure to terminate the employee or contractor in line with this clause will result in this Agency agreement being terminated.

WHAT MindChamps Academy MUST DO

15. MindChamps Academy must:
 - I. be always responsible for compliance with the ESOS Act and National Code 2018
 - II. give the Agent sufficient information to enable the Agent to undertake the Services;
 - III. Assess completed applications from prospective students within a reasonable time of receipt.
16. MindChamps Academy will ensure the agent will be provided with the latest marketing material, posters and promotion material. (All agents must ensure they use the latest marketing material supplied and destroy the older version if they have any.)
17. MindChamps Academy will maintain regular contact with agent to ensure that they are kept up to date with all relevant information in relation to the provision of services.
18. MindChamps Academy will advise the agent as soon as practicable of changes to the legal or regulatory conditions for Australian student visa requirements.
19. MindChamps Academy will publicise through its website an up-to-date list of appointed agents.
20. MindChamps Academy will provide agent with ongoing training through various media, such as online training, in-person training sessions, teleconferences and newsletters to advise agents of updated requirements, training materials and contact details.
21. MindChamps Academy encourages agent to contact MindChamps Academy Admissions regarding the status of student applications.
22. As part of keeping agents up to date, MindChamps Academy encourages and supports visits to MindChamps Academy as much as possible. Such visits will include MindChamps Academy campus tours, product knowledge briefings by subject experts and briefings of MindChamps Academy procedures including Admissions.
23. MindChamps Academy will provide agents with a comprehensive briefing pack that includes items such as the following:
 - Standards under the Education Services for Overseas Students (ESOS) Act 2000 and the [National Code 2018](#).
 - Programs offered at the education provider including entrance requirements
 - English language proficiency requirements and key dates.
 - Promotional materials.
 - MindChamps Academy's tuition fees, and

- MindChamps Academy's refund policy and credit transfer policy.
24. MindChamps Academy is not required to accept any prospective student referred by the Agent.
 25. MindChamps Academy will immediately take corrective action or terminate the agreement with the Agent if it becomes aware of the Agent 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.
 26. MindChamps Academy will terminate the agreement with the Agent if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.
 27. MindChamps Academy will monitor the performance of education agents through the following means:
 - I. New Student Agent Feedback Form/ Student Feedback Form
 - II. Ongoing and consistent contact with agents via telephone and email.
 - III. Regular training of agency staff of regulatory requirements including ESOS and National Code requirements, and product knowledge updates.
 - IV. Regular scrutiny of agent's websites for accuracy and currency of information relating to MindChamps Academy
 - V. Regular provision and re-stocking of MindChamps Academy promotional material.
 - VI. Conducting checks on the agent's performance and reputation, for example with other education providers, the agent's referees, the relevant Australian Embassy or Australian Education International (AEI)
 28. MindChamps Academy will ensure the agent will be provided with the latest Marketing Material, Posters and Promotion material. (All agents must ensure they use the latest Marketing material supplied and destroy the older version if they have any.)

Agent Monitoring

29. MindChamps Academy monitors and reviews the performance of its approved agents continuously through a number of methods:
 - I. New Student Agent Feedback Form
 - II. Annual Analysis of Agent Application Reports
 - III. Student Feedback Form
 - IV. Student retention and progression rates
30. The monitoring procedure is designed to ensure that MindChamps Academy is using reputable agents. The outcome of any monitoring will form part of the input to the annual review meeting.

Annual Review

31. MindChamps Academy is to contact the Agent to arrange a review meeting on or about the anniversary of this signing of this agreement.

32. All education agents must submit a report of their activities prior to the meeting. This report is to outline the promotional activities that have been undertaken on behalf of MindChamps Academy and include any students that have been contacted or recruited to enroll with MindChamps Academy.

Review Meeting

33. The Agent agrees to participate in an annual review meeting or a review meeting if the Agent is suspended for suspected breach of this agreement to assess their business performance and ethical standards against this agreement.
34. The review will include: MindChamps Academy is to contact the Agent to arrange a review meeting on or about the anniversary of this signing of this agreement or when MindChamps Academy becomes aware of a suspected breach of this agreement. The Agent must agree to a date within 2 working weeks of the request to attend a meeting. The meeting will either be face to face or via a telephone conference if geography prohibits face to face contact.
35. This meeting will cover:
- I. Review of business generated by this agency agreement including numbers of students referred, enrolled and continuing at MindChamps Academy supplied by the agent.
 - II. Student retention and progression rates report for students recruited by the agency
 - III. Issues arising because of introductions by the agency
 - IV. Review of market and factors and trends affecting the recruitment of students.
 - V. Feedback based on:
 - Student arrival questionnaires on the quality of service provided by the agent
 - Information provided by other parties that have had cause to interact with the agent.
 - VI. Any other issues that have arisen
 - VII. Agent's analysis of the marketplace in their Territory
 - VIII. Current practices and issues arising
 - IX. Ensure current marketing materials are being used
 - X. Statement of versions of MindChamps Academy marketing material being used including but not limited to the marketing brochure and pre-enrolment material
 - XI. Undertake new/existing product briefings, including course requirements for entry etc.
 - XII. Inspect the premises to ensure that an appropriate image is presented
 - XIII. Meet with counsellors to assess their performance in advising students
 - XIV. Review the display of MindChamps Academy promotional materials
 - XV. Assess the agent's knowledge of and conformance with the "National Code" and other legislative requirements relating to the provision of their services.
 - XVI. Wherever practicable, the MindChamps Academy Agent Visit Form is completed at least once a year for each agent by MindChamps Academy marketing staff during their agent meetings. This form is filed with the Agent Agreement
 - XVII. Discuss any issues or concerns
 - XVIII. Discuss the agent's plans for marketing activities in the following 12 months

Agreement Renewal

36. Following the review meeting, the Marketing Manager will make a recommendation on the continuing relationship between MindChamps Academy and the Agent. The Marketing Manager will classify the Agent as:

- I. Recommended for renewal
- II. Recommended for termination as a MindChamps Academy agent
- III. Renewal, but with specific requirements in relationship to behavior, working practices etc.

37. If the Agent is recommended for renewal, then a new Agency agreement will be issued for counter signature by both parties for another 12 months
38. If the Agent is recommended for a conditional renewal or termination, then the decision will be referred to the CEO for final determination.
39. If the CEO approves the recommendation, then the Agent relationship will either be terminated or renewed together with a warning letter.

Actions contravening this agreement

40. The Agent must not:
- I. Engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study.
 - II. Engage in actions that may bring the Australian education system into disrepute
 - III. Facilitate applications for prospective students who do not comply with visa requirements.
 - IV. Provide prospective students with 'immigration advice' as defined in the Migration Act 1958 unless the Agent is separately registered under that Act.
 - V. Give a prospective student inaccurate information about:
 - The Program Fee payable to MindChamps Academy; or
 - His or her acceptance into a Program.
 - VI. Receive or bank the Program Fee payable to MindChamps Academy by a prospective student or deduct any amount from the Program Fee payable by the prospective student.
 - VII. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa.
 - VIII. Engage in false or misleading advertising or recruitment practices.
 - IX. Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between MindChamps Academy and other education providers.
 - X. Undertake any advertising or promotional activity about the Programs or MindChamps Academy without the prior written consent of MindChamps Academy
 - XI. Commit MindChamps Academy to accept any prospective student into a Program.
 - XII. Use or access PRISMS without the prior written consent of MindChamps Academy.
 - XIII. Use or access PRISMS to create a confirmation of enrolment for other than a bonafide student
 - XIV. Use any registered or unregistered Mark without the prior written consent of MindChamps Academy
 - XV. Actively recruit, or attempt to recruit, prospective students that the representative knows to have engaged the services of another official representative of MindChamps Academy or
 - XVI. Sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective student or student. The student's signature that appears on all official documents must be the same signature as that which the prospective student used when signing the MindChamps Academy application form.

CONFIDENTIALITY

41. The Agent must keep confidential:

- I. All information provided by MindChamps Academy, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- II. The terms of this agreement, and
- III. All other information that may be disclosed by MindChamps Academy and the Commonwealth of State or territory agencies in accordance with the National Code 2018 Standard 4.2.6.

AGENT'S FEES

42. Subject to the other provisions of this clause, MindChamps Academy must pay the Agent's Fee for each student who:

- I. is recruited by the Agent.
- II. is enrolled and has commenced in a Program; and
- III. has paid the Program Fee to MindChamps Academy; and
- IV. has commenced the Program; and
- V. has NOT, subsequent to commencing the program, been fully refunded the program fees.

43. An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.

44. An Agent's Fee is not paid where the student applies to enroll directly to MindChamps Academy.

45. This applies when the course withdrawal request is submitted to MindChamps Academy; the agreed remaining tuition fee student has paid after negotiation will not be payable for commission.

46. The Agent must pay over all fees collected on behalf of MindChamps Academy. No fees may be deducted.

47. The Agent must submit an invoice in a form approved by MindChamps Academy for payment of its fee. MindChamps Academy reserves right to deduct any bank charges if payable agent fee is requested to be transferred to an overseas bank.

48. MindChamps Academy must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

49. Agent must return the commission paid in advance back to us in case of student's visa refusal and/or withdrawal during the course and where the student is requesting for a refund.

Agreement Termination

50. Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.

51. MindChamps Academy will immediately write to the Agent suspending this Agreement pending a review (see Review Meeting above) if MindChamps Academy becomes aware of the Agent breaching any provision of this Agreement or the agent is 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.

52. MindChamps Academy will immediately terminate this Agreement at any time and with immediate effect by giving

notice to the Agent if the Agent has or is suspected to have breached any material provision of this Agreement including submitting to MindChamps Academy applications where more than 10 percent of the:

- Prospective Students do not meet MindChamps Academy's GTE screening process; or
- Visa refusals are received

53. Where the Agent has been suspended, no applications will be accepted from the Agent and all payments will be suspended until the review process is complete.

54. On termination of this Agreement, the Agent must:

- I. Submit all applications and fees from prospective students received up to the termination date; and
- II. Immediately cease using any advertising, promotional or other material supplied by MindChamps Academy and return all material to MindChamps Academy by registered mail or a reputable international courier.

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

56. Agents may appeal the non-renewal of Agent Agreements. Agents must address their appeal in writing with any supporting documentation to the CEO who will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.

ASSIGNMENT AND SUBCONTRACTING

57. The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of MindChamps Academy (may be withheld at its discretion).

58. The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of MindChamps Academy (may be withheld at its discretion).

59. Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.

60. The Agent must terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enroll the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

NOTICES

61. Notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address set out in Item 4 of Schedule 1, or other address notified under this clause.

62. A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

ENTIRE AGREEMENT

63. This Agreement and its schedules:

- I. Constitutes the complete and full agreement between the parties as to its subject matter; and
- II. In relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

VARIATION

64. This Agreement may only be altered in writing, signed by both parties.

GOVERNING LAW

65. This Agreement is governed by and construed in accordance with the law in force in the States of New South Wales.

66. The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Federal Court of Australia.

SIGNED for MindChamps Academy	SIGNED for Agent
Name of officer (print)	Name of officer (print)
Position Held.	Position Held
SIGNED for MindChamps Academy.	SIGNED for Agent
SIGNED by Witness:	SIGNED by Witness:
Name of Witness (print)	Name of Witness (print)

SCHEDULE 1

Item 1: Term of Agreement

One years from date of agreement

Item 2: Territory

New South Wales

Item 3: Agent's Fee

A commission of _____ % (Including GST) of tuition fee is payable for each onshore or offshore student(s) recruited and enrolled into any courses provided by MindChamps Academy in any given semester.

Item 4: Addresses for notices

Name	MindChamps Academy	Agent
	Attention: Marketing Executive	
Head Office:		
Facsimile No:		
Telephone:		
Mobile No:		
Email		

Please note:

- I. No commission is payable on overseas student health cover, application fees, and enrolment fees or other non-tuition fees or charges incurred by a student referred to MindChamps Academy.
- II. Commissions are payable to the Agent when:
 - The student fully pays the non-refundable enrolment fee and tuition fee due on commencement, based on the prices set out in MindChamps Academy's current published tuition fee rates, and
 - the student has enrolled and commenced the relevant course of study at MindChamps Academy.
- III. The Agent will be entitled to commission only for the course(s) for MindChamps Academy the Agent initially referred the student to MindChamps Academy.