

Date of agreement:

Valid for 1 year from DATE to DATE

The agreement is made between:

Dynamic Training Services and

Agreement summary:

Dynamic Training Services engages education agents to recruit students on its behalf. The purpose of this agreement is to set out the roles and responsibilities of the Dynamic Training Services and education agent in relation to the recruitment services provided by the education agent, as well as the terms and conditions.

Terms of the agreement

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| <p>Education agent overall responsibilities</p> | <p>Education agents representing Dynamic Training Services must act ethically, honestly and in the best interests of international students and uphold the reputation of Australia's international education sectors.</p> <p>Education agent responsibilities include:</p> <ul style="list-style-type: none"> • promoting Dynamic Training Services and its courses to international students • providing students with current information about Dynamic Training Services and its courses and services, including fees • being transparent in all aspects of recruiting students, including not providing misleading or inaccurate information or promising migration outcomes • only recruiting suitable and genuine international students who meet the entry requirements • taking reasonable steps to confirm the accuracy of the information provided by students • assisting students to complete the required paperwork including enrolment forms and to assemble required supporting documents • checking all completed applications to ensure of their completeness and accuracy • providing all completed application documents along with any fees to Dynamic Training Services within 1 working day of receiving the completed document from the student • having and maintaining a thorough knowledge and agreement of the Australian International Education and Training Agent Code of Ethics. • participating in monitoring activities conducted by Dynamic Training Services • cooperating with ASQA by providing accurate and factual responses to requests for information as required and in the conduct of audits and the monitoring of Dynamic Training Services operations as required • not subcontracting to any other agency or individual without the prior consent of the Dynamic Training Services • keeping all information about the Dynamic Training Services • confidential during the period of the agreement and then 12 months from the termination of the agreement • keeping all information about students confidential during the period of the agreement and then 12 months from the termination of the agreement. |
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| <p>Conflicts of interest</p> | <p>Education agents must avoid conflicts of interest at all times. Conflicts of interest could include but are not limited to:</p> <ul style="list-style-type: none"> • when the agent charges service fees to both Dynamic Training Services and international students for the same service; • where an education agent has a financial interest in another provider; or • where an employee of an education agent has a personal relationship with an employee of Dynamic Training Services <p>All conflicts of interest must be declared in writing to Dynamic Training Services as soon as they become apparent.</p> |
| <p>Privacy</p> | <p>Dynamic Training Services is required to collect the education agent's personal information. This may be shared with the Australian Government as required for the purposes of:</p> <ul style="list-style-type: none"> • promoting compliance with the ESOS Act and the National Code; • assisting with the regulation of Agents; • promoting compliance with the conditions of a particular student visa or visas, or of student visas generally; or • facilitating the monitoring and control of immigration. <p>Information about education agents can also be accessed by all registered providers through PRISMS and includes:</p> <ul style="list-style-type: none"> • the outcome of the enrolments • the percentage of completed CoEs by the education agent • the number of CoEs created with the education agent's involvement against the total number of CoEs created for the provider. |
| <p>Dynamic Training Services responsibilities</p> | <p>Dynamic Training Services is responsible for compliance with the ESOS Act and the National Code 2018 at all times.</p> <p>Dynamic Training Services will:</p> <ul style="list-style-type: none"> • provide the education agent with all the required information such as marketing materials and documentation associated with enrolment • notify agents of any updates to information and documentation and provide updated copies • assess all applications received through the agent within 5 working days • pay commission fees within the agreed timeframe for all students who enrol with Dynamic Training Services • provide a copy of this written agreement to the agent. • on signing of the agreement, enter the agent's details into PRISMS • provide the agent with a copy of this agreement once signed • on signing of the agreement, enter the agent's details in PRISMS and maintain as required • monitor the agent's performance as per the information in the monitoring section of this agent agreement. |

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| <p>Terms and conditions</p> | <p>This is a non-exclusive agreement, valid for one year from the date of signing. Subject to satisfactory performance and mutual consent, the agreement may continue and a new contract will be signed.</p> <p>A commission of <input type="text"/> % will be paid for each accepted student. This will be paid within 5 working days of receiving each payment instalment made by the student.</p> <p>All costs associated with marketing activities by the agent must be borne by the agent.</p> <p>Dynamic Training Services is under no obligation to accept students proposed by education agents.</p> <p>Education agent details including name of agency, representative, address, email and telephone will be included on Dynamic Training Services website.</p> <ul style="list-style-type: none"> • Dynamic Training Services will under no circumstances accept students from an education agent if it is known or suspects the agent to be: <ul style="list-style-type: none"> • providing migration advice, unless the agent is authorised to do so under the Migration Act • engaging in or has previously engaged in dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (overseas student transfers) • facilitating the enrolment of a student who the education agent believes will not comply with the conditions of their visa • using PRISMS to create CoEs for other than bona fide students. |
| <p>Monitoring</p> | <p>Education agents' performance will be monitored every 6 months using the Education Agent Monitoring Form. The purpose of the form will be to collect information on number of applications put forward by the agent, conversion rates, performance of students once enrolled (e.g. course progress and attendance) and whether any unauthorised advice has been followed. Dynamic Training Services will also utilise student feedback to inform education agent's performance.</p> <p>Where Dynamic Training Services becomes aware of any issues that contradict this agreement, this will also be investigated immediately in addition to the monitoring process.</p> <p>Where the monitoring process indicates any issues, the agent will be notified of this in writing including a description of the issues and the corrective action required. The corrective action required will depend on the issue identified but must be immediately implemented by the agent.</p> <p>The corrective action will also be monitored to ensure it is implemented by the education agent.</p> |

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| Termination | <p>This agreement will be terminated immediately if Dynamic Training Services identifies that the education agent engaging in false or misleading recruitment practices. If Dynamic Training Services identifies that an education agent's employee or subcontractor engaged in those practices, the same applies.</p> <p>In all other circumstances, a notice period of 10 working days is required for termination. This may notice period may be given by either party.</p> <p>On termination of this agreement, the education agent must:</p> <p>Submit all applications and fees from prospective students received up to the termination date; and</p> <p>Immediately cease using marketing materials provided .</p> <p>The termination of this agreement by either party does not affect any accrued rights or remedies of either party</p> |
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Agreement execution:

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| Education agent organisation name | |
| Representative and position | |
| Signature | Date |

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| Dynamic Training Services | |
| Representative and position | |
| Signature | Date |