



## INTERNATIONAL AGENT AGREEMENT

Dated the 29<sup>th</sup> day of August 2023

### Between

**BOND UNIVERSITY ('The University')**  
**(ABN 88 010 694 121)**  
**CRICOS Provider Code 00017B**

### And

**LATINO AMERICAN EDUCATION HOLDINGS PTY LTD ('The Agent')**  
**Surry Hills, NSW**

### Background

- A. The University provides a range of accredited undergraduate, postgraduate (coursework and research), foundation, diploma, study abroad and English language Programs.
- B. The Agent provides recruitment services for prospective students of the University in the Territory.

### 1. Definitions and Interpretation

*Agent* means a University education agent organisation who is stipulated on this agreement and who provides students with a range of Agreed Services.

*Agreed Services* means those services set out in Section 3.1 of the contract.

*Census Date* means the date on which a student's enrolment in a subject is taken to be finalised.

*Commencement Date* means the date from which the agreement is activated, and the Agent is permitted to perform the services set out in Section 3.1 of the of the contract.

*Completion Date* means the date at which the agreement will expire.

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

*ESOS Act* means the Education Services for Overseas Students Act 2000.

*Full degree student* means a student enrolled in an award program of the University.

*Genuine Student (GS)* means a prospective student who meets the academic and language requirements and whose primary purpose in applying to Bond University is to achieve an education award which will contribute to his/her career or life development.

*Genuine Temporary Entrant (GTE)* means a prospective student who can demonstrate that they are coming to Australia temporarily to gain a quality education and intends to return home after studying in Australia. The Genuine Temporary Entrant (GTE) requirement is not intended to exclude students

who, after studying in Australia, develop skills Australia needs and who then go on to apply for permanent residence.

*London Statement* means the Australian Education International Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants.

*National Code* means the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

*Program* means an accredited course of study at the University and includes undergraduate, postgraduate (coursework and research) degrees, study abroad, English language, foundation and diploma Programs.

*Prospective Student* means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming, a student or an 'overseas student' as that term is defined in the ESOS Act.

*Schedule* is the detailed summary which supports this contract, noting the Agent's commencement, completion, territories of approved operation and fee payable details.

*Student* means a student of the University referred by the Agent on the terms and conditions of this Agreement and has enrolled and remains enrolled after Census Date.

*SSVF* means the Australian Government's Simplified Student Visa Framework of which the University is a participant.

*Study Abroad* means a non-award Program offered over one or two semesters.

*Sub-agent* means an organisation appointed by the *Agent* to refer student applications through the Agent where no direct agreement is in place between the sub-agent and University.

*Territory* means the city, region or country in which the Agent is permitted to represent the University as set out in the Schedule.

*Tuition Fee* means the tuition paid, by the student, to the University, for the published price of a Program for the year of commencement.

## **7. Fees**

The University agrees to pay, and the Agent agrees to accept, the fee set out in the Schedule.

7.1 Subject to the other provisions of this Clause 7, the University must pay the Agent a fee calculated in accordance with the Schedule for each Student who:

- a) is provided with the services as set out in the Agreed Services noted in 3.1 and is referred to the University by the Agent and subsequently enrolls in a Program; and
- b) has paid the respective Tuition Fee to the University.

7.2 An Agent will not be regarded as having referred a student under this Agreement unless:

- a) The submitted application identifies the Agent in the Agent Details section, or is nominated by the Student prior to formal offer to the University; and
- b) the letter of offer identifies the Agent in the Address section.

7.3 Payment will be made by the University in Australian dollars to a bank account specified by the Agent.

7.4 Fee payments will be deemed to include all local taxes.

## SCHEDULE

### PART 1: Details

**Commencement Date:** 1 September 2023

**Completion Date:** 31 August 2026

**Approved Territories:** ARGENTINA, AUSTRALIA, CHILE, COLOMBIA, ECUADOR, ITALY, MEXICO, PANAMA, PERU, SPAIN

### PART 2: Fee Policy

2.1 This Schedule sets out guidelines for fee arrangements between the University and the Agent operating on its behalf in the recruitment of international students.

2.2 Where the University has entered into an Agreement with an Agent, a fee will be paid for each successful fee-paying student where all, or the majority of the agreed services (noted in Item 3.1) have been provided.

2.3 This fee will be calculated on the following basis:

Program	Fee payable
Undergraduate and Postgraduate Full Degree Coursework Programs with a duration and student enrolment of more than one semester ( <i>unless noted below</i> )	Thirty percent (30%) of the published first semester tuition fees, based on a 40-credit point student load (usually equivalent to four subjects).
Graduate Certificate and other single semester Degree Programs	Fifteen percent (15%) of the published semester tuition fee.
Nested Postgraduate Programs where a student has been required to study a Graduate Certificate or Graduate Diploma which credits fully into the relevant Masters Program	If Graduate Certificate plus Masters: Fifteen percent (15%) on the Graduate Certificate published tuition fee and fifteen percent (15%) on the Masters published first semester tuition fee.  If Graduate Diploma plus Masters, Thirty percent (30%) on the Graduate Diploma published first semester tuition fee. No fee is eligible on the Masters Program.
English	Twenty percent (20%) of the total published tuition fee, paid each semester.
Undergraduate Diploma and Foundation	Twenty percent (20%) of the published first semester tuition fees.
Research	Twenty percent (20%) of the published first semester fees.
Study Abroad Non-Award Program	Fifteen percent (15%) of the first and subsequent (if applicable) semester tuition fees.
Online Programs (excluding BBT programs)	Fifteen percent (15%) of the first 40CP enrolment and subsequent 40CP enrolment up to a total of 80CP tuition fees.

2.4 Fees are calculated on the original published Program fees for the first semester, not on any reduced fee through a University Scholarship or Award.

2.5 The fee payable for assisting a student with their student visa application only will be a set fee of \$500.

2.6 Fees owing to the Agent will be calculated and paid after Census Date assuming the student remains enrolled and has paid all Tuition Fees owing to the University.

2.7 The University will pay fees for international students only. The Australian Government defines an international student as not an Australian citizen, Australian permanent resident, New Zealand citizen, or holder of an Australian permanent resident humanitarian visa.

### **PART 3: Fee Payment Terms**

3.1.

(a) For full degree and study abroad student fee payments, a Statement will be available for the Agent to view on the StudyLink Connect Portal following the semester census date.

- It is the responsibility of the Agent to provide the University with details of its nominated finance delegate so access can be provided to the StudyLink Connect Portal for the management of the Agency's fee payments.
- The Agency's nominated finance delegate will have 14 days from date of issue to check the Statement in StudyLink and dispute the fee if necessary.
- If the University does not receive a claim dispute from the Agent during the 14-day period, payment will be processed as per the amount on the statement and the funds will automatically be paid into the Agent's nominated bank account in the University's next scheduled payment run.
- It is the responsibility of the Agent to advise the University of any changes in their finance delegate or bank details.

(b) In order for an English program fee claim to be processed, the agent must submit an invoice to Bond University College by email: [college@bond.edu.au](mailto:college@bond.edu.au).

The invoice must be:

- on company letterhead;
- include the company's full name and address (Australian based companies must provide their ABN);
- include full bank account details, which should match the creditor account details on file for your agency;
- include the Student's full name(s);
- include the University's designated SID (Student Identification) number for each Student;
- include the Student's program of study and amount of the fee claimed in Australian dollars; and
- be submitted to Bond **no more than 90 days after** the program for which the fee is being claimed has commenced.

3.2. Full fee is payable when:

- A Student's submitted application identifies the Agent in the Agent Details section or is nominated by the Student prior to formal offer to the University;
- There are no other agents involved in the application in any way;
- The Student is a full fee-paying international student;
- The Student is enrolled full-time as at census date; and
- The Student has no outstanding fees payable

3.3. Flat-fee amount may be payable when:

- More than one agent has assisted the student at different stages of the application process (application submission, response to offer, visa application) and the details of the agent's assistance have been noted on the student's file and approved by the University
- The Student is a full fee-paying international student
- The Student is enrolled full-time as at census date
- The Student has no outstanding fees payable

3.4. No fee is payable when:

- a Student applies directly or through another agent;
- there is no record or evidence of an agent's assistance on the Student's file;
- the Student cancels or defers their enrolment prior to arrival on campus or prior to census date;
- the Student has not paid the required fees to the University;
- the Student is unable to enrol due to their inability to obtain a visa or passport;
- a Student is transferring from an incomplete undergraduate or postgraduate Program at the University into another undergraduate or postgraduate degree Program at the University;
- a Student is being re-admitted into the same or another Program where the University has already paid a fee on that Student to the same or another representative;
- if the Student is articulating or transferring from Bond University College to the University, and currently holds a combined Letter of Offer through another Agent;
- if the Student is articulating or transferring from a Bond University College Foundation to Bond University College Diploma.

3.5. The University reserves the right to pay Agents no fee or a pro-rata fee if a student elects to change their agent part-way through applying to the University. Whether a fee is paid and the amount paid is at the sole discretion of the University, and will depend on the stage at which the change is made and the services provided to the student by each agent.

3.6. If a Student is not still successfully enrolled in the second semester of their Program, the University reserves the right to recover half of the fee paid to the Agent.

3.7. Agent fees must not be deducted from the tuition fees paid to the University.