Schedule 1
General Terms & Conditions

This is Schedule 1 referred to in the Agency Agreement entered into between the University, ITC Education Limited and the Agent.

Agreement:

1. Definitions
The following definitions apply to this entire Agreement including all schedules and attachments:

“Agents Promotional Materials” means promotional material, information brochures, relevant publications and other material prepared by the Agent and in respect of which the Agent has complied with Clause 4.

“Attachment A” means Attachment A - Details of Agency Agreement which is attached to the Authorised Representative Agreement.

“CoE” means confirmation of enrolment.

“College” means Wollongong College Australia, a division of ITC Education Limited.

“Commencement Date” means the date specified in Attachment A.

“Commission” means a percentage of gross tuition fee payable, or a set amount, as detailed in Attachment A.

“Commissionable Course” means a Course that falls within the categories specified in clause 16.12 and upon which Commission is payable.

“Confidential Information” means any information, either orally or in writing or in any other form, that is by its nature confidential or indicated as being proprietary or confidential information, but does not include information to the extent that information:

(i) was developed by the Agent independently of the disclosure and such development is verified by documentary evidence provided to the University and/or the College; or

(ii) Is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the University and/or the College; or

(iii) is required to be disclosed by law.

“Course” means a single course of study.

“Delegations” means the delegated admissions authorisation granted to the Agent by the University or the College.

“Documentation” means promotional material, information brochures, relevant publications and other material provided by the University or the College.

“Domestic student” means students who are citizens, permanent residents or permanent visa holders of Australia or New Zealand and who are eligible to pay fees as a domestic student for courses offered by the College or by the University.

A student who becomes a Domestic Student after they commence their studies at the College or the University will be defined as a Domestic Student for that session and thereafter if they meet the following criteria:

• the student obtains permanent resident status before the census date (permanent resident status is recognised from the date specified on the student's passport); and,

• the student submits a written request for change of status by the census date and receives acknowledgement by the University’s Academic Registrar’s Division or the College (as relevant); and,
• the student completes a request for Commonwealth Support on SOLS if eligible.
“eCoE” means electronic confirmation of enrolment.
“Guidelines” means any guideline issued in accordance with clause 3.1.14.
"Intellectual Property" means all patents, inventions, modifications or improvements, copyright, registered or registrable designs, rights in relation to trade secrets, know how and other Confidential Information, and all other kinds of Intellectual Property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.
“Law” means any common law rights and obligations and any legislation or code including any statutory amendment or replacement or any subordinate or delegated legislation.
“National Code” means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, as may be amended from time to time, as established in accordance with the Education Services for Overseas Students Act 2000.
“Partial Processing Fee” means the fee defined in Attachment A and detailed in clause 16.15.
“Personal Information” means personal information as defined in the Privacy and Personal Information Protection Act 1998 (NSW) and health information as defined in the Health Records and Information Privacy Act 2002 (NSW).
“Privacy Laws” means the Privacy Act 1988 (Cth), the Privacy and Personal Information Protection Act 1998 (NSW), the Health Records and Information Privacy Act 2002 (NSW), and any legislation (to the extent that such legislation applies to the Company or the Contractor or any other recipient of the Personal Information) from time to time in force in any Australian jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia).
“Prospective Student” means a person in the Territory to whom the Agent provides Documentation or Agent's Promotional Materials and who may be eligible to enrol in a course of the University and/or the College.
“Recruitment Target” means the Agent's target total of commencing student enrolments at the University or the College during a Year.
"Termination Date" means the date specified in Attachment A.
"Territory" means the territory specified in Attachment A.
"UniAdvice" means the division of ITC Education Ltd which provides recruitment and other services to the University and the College.
"University" means University of Wollongong.
"Year" means the period from 1st January of one year to 31st December of the same year.

2. Appointment

2.1. The University and the College appoint the Agent to recruit students in the Territory.

2.2 The Agent is appointed to recruit students who will enrol as international students at the University or the College and remain international students for at least the period of their total enrolment at the College and the first two semesters of their enrolment at the University

2.3. The Agent may recruit students who are citizens, permanent residents or permanent visa holders of Australia or New Zealand, but separate commission arrangements apply to these students as described under clause 16.18
2.4 It is the responsibility of the agent to identify whether a potential student is an international or Domestic Student at the time of application and to ensure that this information is conveyed to UniAdvice as part of the application process.

3. Agent’s Responsibilities

3.1 Activities regarding prospective students.

The Agent agrees:

3.1.1 to recruit students for the University and the College;
3.1.2 to promote the University and the College by:

3.1.2.1 attending to inquiries from Prospective Students by providing accurate information about:

(a) course availability;

(b) course objectives; and

(c) course entry requirements

3.1.2.2 distributing promotional material, information brochures, relevant publications and other material which:

(a) are provided by the University or the College; or

(b) are prepared by the Agent and in respect of which the Agent has complied with Clause 4.

3.1.2.3 placing advertisements (where final artwork is approved in writing in advance by the University or the College);

3.1.2.4 conducting information seminars;

3.1.3 to assist students

3.1.3.1 to comply with formal requirements involved in applying for admission to Courses; and

3.1.3.2 if successful in their application, to obtain necessary travel and other documents; and

3.1.3.3 to communicate with the University or the College (as appropriate);

3.1.4 to ensure the authenticity of all documents submitted in support of a student's application to the University of Wollongong or the College.

3.1.5 to ensure that all information required in an application is complete and that the documents sent are either originals or certified copies of original documents, as required, according to students' citizenship, in the Guidelines.
3.1.6 to obtain certified copies of all documents required in an application, from one of the following

3.1.6.1 an authorised officer from the institution that originally issued the documents;

3.1.6.2 an employee of an Australian diplomatic post or an Australian Education Centre; or

3.1.6.3 an authorised University representative.

3.1.7 to assist personnel of the University or the College who are visiting the Territory to administer tests and conduct interviews and seminars relating to the recruitment of students for Courses;

3.1.8 to ensure that its staff involved in recruiting students are suitably skilled and trained;

3.1.9 to provide to the University or the College all information in the Agent's knowledge or possession which relates to

3.1.9.1 the activities of actual or potential competitors of the University or the College; or

3.1.9.2 developments in the areas of education and the provision of educational products and services and which is not confidential to a third party;

3.1.10 to carry out all obligations under this Agreement in a professional manner and with due care and skill;

3.1.11 to act honestly and in good faith in all dealings with Prospective Students, applicants, the College, the University and any third parties in the course of carrying out its obligations under this Agreement;

3.1.12 to ensure that it holds all licences and authorities required to carry out its obligations under this Agreement in Australia and in the Territory;

3.1.13 to ensure that at all times the information it provides to Prospective Students, applicants, the College, the University and third parties is accurate, complete and not misleading; and

3.1.14 to comply with all guidelines issued by the University or the College in respect of the matters referred to in this Agreement.

3.2 Liaison with Public Authorities
The Agent may liaise with the representatives of the Government of the Territory, and with other public officials of the Territory, as required in order for the Agent to fulfil its obligations under this Agreement.
3.3 Keeping and Inspection of Records
The Agent agrees to keep accurate and complete records of the Agent's activities carried out under this Clause 3 and to allow the University or the College to examine such records, or to furnish a copy of such records to the University or the College, upon the University or the College making a request in relation to the records by giving the Agent at least seven (7) days notice in writing.

3.4 Compliance with Codes and Laws

3.4.1 The Agent agrees to comply with and be bound by the Australian Vice-Chancellors' Committee (AVCC) "Code of Ethical Practice In The Provision of Education To International Students By Australian Universities".

3.4.2 The parties agree to comply with and be bound by the National Code during the term of this Agreement. A copy of the National Code is available at http://www.dest.gov.au

3.4.3 The Agent must comply with all laws in force in the Territory during the term of this Agreement.

4. Agent Limitations

4.1. The Agent acknowledges that he or she may not assess applicants for admissions nor make offers of admission, except where specifically authorized for Agents with Delegations.

4.2. The Agent may not certify any academic documents as original and genuine unless authorised to do so in writing.

4.3. The Agent agrees:

4.3.1 not to carry out any activity on behalf of the College or the University, other than activities specified in Clause 3, without prior consultation with and written approval of the relevant University or College nominee;

4.3.2 that it may only carry out the activities specified in Clause 3 in the Territory;

4.3.3 that it has no authority to bind the University or the College in contract or otherwise at law, and must not represent that it has;

4.3.4 that nothing in this Agreement constitutes a relationship of employer and employee or partnership between the University or the College and the Agent;

4.3.5 that it must take all action reasonably required by the University or the College so that the public is notified of the nature and limits of the relationship between the University or the College and the Agent; and

4.3.6 not to facilitate or promote the application of a student to the College or the University where it has reason to believe the student will not comply with the conditions of his or her visa.
4.4. The Agent must not use the name or logo of the University or the College in any Agent's Promotional Materials without the prior written consent of the University or College, and the University or the College may in its absolute discretion withhold such consent.

4.5. Where the Agent's Promotional Materials make any reference to the University or the College, the Agent must comply with all guidelines issued by the University or College.

4.6. The Agent must comply with all laws and applicable guidelines or policies issued by any government department or authority in Australia and any amendments to them during the term of this Agreement.

4.7. If there is any inconsistency between the laws in force in the Territory and the laws in force in Australia, the Agent must immediately notify the University and the College.

4.8 The Agent must not engage a third party (for example, a subcontractor) to assist in performing the Agent’s responsibilities under this Agreement without the prior written consent of the University and the College.

5. Responsibilities of the University and the College

5.1 Documentation

The University and the College agree to provide Documentation to the Agent for use by the Agent in recruiting students in the Territory in accordance with the terms of this Agreement.

5.2 Referral fee and commission

The University and the College agree to pay the Agent a referral fee or commission for each Prospective Student who is recruited:

5.2.1 in accordance with Attachment A or as otherwise varied from time to time in writing by consent of the parties; and

5.2.2 where the University or College receives the invoice from the Agent in the form required by the University or College, and in any case, a separate invoice number for each student and a separate page for each invoice.

6. Payment of Fees

6.1. Unless otherwise agreed in writing with the University and the College, the Agent must not receive fees from the Prospective Students or Students in connection with any Courses of the University or the College.

6.2 The Agent must instruct the Prospective Student or Student to make payment directly to the University or the College. The Agent must not under any circumstances direct a Prospective Student or Student to make payment to the Agent’s account.

6.3 Any payment that the Agent receives from any Prospective Student or Student must:-
6.3.1 be immediately remitted directly to the University or College (as appropriate) without delay and prior to the commencement of the Course; and

6.3.2. the Agent must make its remittance either payable to:

6.1.3.1. the College by credit card, telegraphic transfer, bank cheque, bank draft or any other agreed method; or

6.1.3.2. the University by credit card, bank cheque, bank draft or any other agreed method as appropriate.

6.2. All fees must be received by the University or the College as appropriate prior to the commencement of the Course, or prior to the arrival of the student in Australia, whichever is the earlier.

7. Confidential Information
The Agent agrees:

7.1. to protect and keep confidential any Confidential Information of the University and/or the College and not disclose such information without the prior written consent of the University and/or the College;

7.2. not to improperly acquire or misuse the Confidential Information of a third party;

7.3 ensure that its employees comply with clause 7.1 and 7.2.

8. Intellectual Property

8.1. All Intellectual Property disclosed by the University and/or the College to the Agent remains exclusively vested in the University and/or College.

8.2. The Agent must only use the University’s or the College’s Intellectual Property for the performance of the Agent’s responsibilities in accordance with Clause 3 of this Agreement.

8.3. The Agent must, if requested to do so by the University or the College:

8.3.1. assign all Intellectual Property rights in the Agent’s promotional materials to the University and/or the College; and

8.3.2. execute all documents and do all other things necessary to ensure that the assignment under Clause 8.3.1 is valid and enforceable.

8.4. The Agent must ensure that its employees comply with Clause 8.1, 8.2 and 8.3.

9. Agent’s Warranty and Indemnity

9.1. The Agent indemnifies the University and the College against all liabilities, losses, expenses, damages and costs (on a full indemnity basis) suffered or incurred by or awarded against the University and/or the College arising out of:
9.1.1. any breach of this Agreement by the Agent;
9.1.2. any negligent, wilful or unlawful act or omission of the Agent; or
9.1.3. any false, misleading or deceptive conduct of the Agent.

10. Exclusion and Limitation of Liability

10.1. Except where to do so would contravene any statute or cause any part of this Agreement to be void, the University and the College:

10.1.1. exclude all implied conditions and warranties;
10.1.2. limit their liability (whether that liability arises in contract, negligence or statute) to the Agent for claims or proceedings to the amount of commission paid to the Agent in the Year in which the claim or proceedings arise or are commenced.

11. Resolution of Disputes

11.1. The parties record their intention that, if any dispute or difference arises out of or in relation to this Agreement, it will be resolved in a spirit of good faith and on a commercially realistic basis by negotiation or mediation.

11.2. In the event that a more formal method for dispute resolution is necessary, the parties agree:

11.2.1. to submit the dispute to arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce; and

11.2.2. that, unless the rules require otherwise:

11.2.2.1. the appointing and administering body will be the Australian Centre for International Commercial Arbitration;

11.2.2.2. the language of the arbitration will be English; and

11.2.2.3. the place of arbitration will be Sydney.

11.3 Nothing in this clause prevents a party from commencing court proceedings.

12. Term of Agreement

12.1. This Agreement will commence on the Commencement Date.

12.2. This Agreement will terminate on the Termination Date. Prior to the Termination Date, the parties may review the Agreement in good faith and decide whether:
12.2.1. to extend the Agreement for a further term;

12.2.2. to amend the Agreement and extend it for a further term; or

12.2.3. to terminate the Agreement, either by consent or by the operation of the Termination Date.

12.3. A party may, by advising the other parties in writing, immediately terminate this Agreement prior to the Termination Date if:

12.3.1. another party breaches this Agreement; and

12.3.2. fails to rectify such breach within 14 days after the first-mentioned party has given a written request for the breach to be rectified.

12.4. Despite anything else in this Agreement the College and the University may by advising the Agent in writing immediately terminate this Agreement prior to the Termination Date if:

12.4.1. the Agent, its employees, agents or contractors breaches the National Code;

12.4.2. the College or University has reasonable grounds to believe that the Agent, its employees, agents or contractors has breached the National Code; or

12.4.3. in the reasonable opinion of the College or the University the Agent, its employees, agents or contractors have engaged in conduct which is detrimental to the reputation of the College or the University or any other Australian educational institution.

12.5. The College or University may withdraw a notice given under clause 12.4 if within 14 days of the issue of the notice the Agent provides evidence satisfactory to the College or University in their absolute discretion that:

12.5.1. the conduct was carried out by an employee of the Agent acting outside the scope of their employment by the Agent and the Agent has validly terminated that employee; or

12.5.2. the conduct was carried out by an agent or contractor of the Agent, without the knowledge or direction of the Agent, and the Agent has validly terminated its relationship with that agent or contractor.

12.6. In addition to the above paragraphs of Clause 12, a party has the right to terminate this Agreement in any case by giving ONE (1) month written notice to the other parties.

13. Continuing Obligations

13.1. On termination of this Agreement:

13.1.1. the Agent's appointment as agent terminates and the Agent must immediately:
13.1.1.1. stop performing the activities set out in Clause 3 of this Agreement;

13.1.1.2. return to the University or the College all documents, Intellectual Property (including the Documentation) and Confidential Information of the University or the College; and

13.1.1.3. if requested by the University or the College, confirm by letter signed by a director of the Agent that it has complied with all of its obligations under Clause 13.1

13.1.2. unless the University or the College has terminated the Agreement as a result of breach by the Agent, the Agent is entitled to payment for services provided up to the effective date of termination and is not entitled to any compensation for early termination.

13.2. Clauses 4 (Agent Limitations); 7 (Confidential Information); 8 (Intellectual Property); 9 (Agent's Warranty and Indemnity); 10 (Exclusion and Limitation of Liability); 11 (Resolution of Disputes); and 13 (Continuing Obligations) continue to apply to the parties to this Agreement (in addition to any permitted assignee) after assignment or termination of this Agreement.

14. General

14.1. The Agent may not assign, subcontract or otherwise transfer any right or obligation arising out of this Agreement without the prior written consent of the University or the College. The Agent is responsible at all times for the actions of any subagents appointed by the Agent, or through which applications are accepted by the Agent on behalf of the University or the College.

14.2. If part or all of any clause of this Agreement is illegal or unenforceable:

14.2.1. it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement; and

14.2.2. the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objective.

14.3. If a party:

14.3.1. has a right arising from another party's non-performance of an obligation under this Agreement; and

14.3.2. delays in exercising or does not exercise that right, that delay in exercising or failure to exercise is not a waiver of that right or any other right.
14.4. This Agreement is governed by the laws applicable in the State of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the courts of that state.

14.5. This Agreement including its schedules and attachments:

14.5.1. constitutes the entire Agreement between the parties as to its subject matter;

14.5.2. in relation to that subject matter, supersedes any prior understanding between the parties and party; and

14.5.3. subject to clause 14.6 may only be amended in writing signed by both parties.

14.6. Where an amendment to this Agreement is required due to changes in the Laws, policies, codes and Guidelines in force in Australia, the University or the College may amend this Agreement to give effect to such changes by:

14.6.1. providing written notice to the Agent of the amendments to this Agreement;

14.6.2. and such amendments will become effective 7 clear days after the date on which the University or the College issued the written notice to the Agent.

14.7. To the extent that any variations to the clauses in this Agreement are applicable, these variations are detailed in the Agency Agreement. To the extent of any conflict between clauses in the schedules and other clauses of the Agreement, the clauses in the Agency Agreement will prevail.

14.8. Privacy

(i) The Agent acknowledges that the University and the College are organisations which are bound by the Privacy Laws in respect of Personal Information held in connection with this agreement.

(ii) The Agent agrees that it must comply with all Privacy Laws, in relation to the Personal Information held in connection with this agreement whether or not the Agent is an individual or organisation bound by the Privacy Laws.

(iii) The Agent must use any Personal Information held in connection with this agreement only for the purposes of fulfilling its obligations under this agreement or as required by applicable law.

15. Notices

15.1. Method of giving notices
A notice or other communication (each a “notice”) under this agreement must be in writing, addressed to the person to whom it is to be given and:

15.1.1 delivered to that person’s address;
15.1.2 sent by pre-paid mail to that person’s postal address;
15.1.3 transmitted by facsimile to that person’s facsimile number; or
15.1.4 sent by electronic mail to that person’s email address.

15.2. Time of receipt of Notice
A notice given to a party in accordance with the clause is treated as having been given and received:

15.2.1 if delivered to a person’s address, on the day of delivery if a business day, otherwise on the next business day;
15.2.2 if sent by pre-paid mail, on the third business day after posting;
15.2.3 if transmitted by facsimile to a person’s facsimile number and a correct and complete transmission report is received, on the day of transmission if a business day, otherwise on the next business day; or
15.2.4 if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a business day, otherwise on the next business day.

15.3. Address of parties
For the purposes of this clause, the address of a person is the address set out below or another address of which that person may from time to time give notice to each other person:

University of Wollongong
Attention: UniAdvice
Address: Building 36, University of Wollongong, Northfields Avenue, Wollongong NSW 2522
Facsimile: +61 2 4221 3233
Email: uniadvice@uow.edu.au

ITC Education Limited
Attention: UniAdvice
Address: Locked Bag 8812, South Coast Mail Centre, NSW 2521, Australia.
Facsimile: +61 2 4221 3233
Email: uniadvice@uow.edu.au

Agent
Attention: as specified in Attachment A of this Agreement
Address: as specified in Attachment A of this Agreement
Facsimile: as specified in Attachment A of this Agreement
Email: as specified in Attachment A of this Agreement
16. Conditions Relating to Payment of Referral Fees or Commissions

16.1. The commission rates or referred fees payable are specified in Attachment A.

16.2.

16.2.1. Claims for a referral fee or commission must be received by the University or College within nine (9) months of the commencement date of the student's Course. If a claim is made after this time, no referral fee or commission will be payable.

16.2.2. UniAdvice will inform the Agent if a student fails to enroll in a Course which the Agent has submitted a claim for commission.

16.2.3. A referral fee or commission is payable only in the name of the Agent's name which appears in this Agreement. Payment of a referral fee or commission will not be made to a third party and will not be deposited in a third party's bank account.

16.3. Where a Student progresses or articulates from one Commissionable Course to another Commissionable Course it is the Agent's responsibility to maintain contact with the Student and issue a new invoice for the starting date in the subsequent Course. UniAdvice will NOT notify the Agent when the student progresses or articulates.

16.4. A referral fee or commission will only be paid if:

16.4.1. two copies of the Agency Agreement have been returned to the University and the College at UniAdvice, University of Wollongong, NSW, 2522, Australia.

16.4.2. the Australian Business Number (ABN) is provided (where the Agreement is with a business operating in Australia).

16.4.3. the University or College receives the invoice from the Agent in the form required by the University or College.

16.5. The Agent will remit all fees received and the commission will be paid by the University or the College upon receipt of an appropriate invoice.

16.6. All fees must be received by the University or the College as appropriate prior to the commencement of the Course, or prior to the arrival of the student in Australia, whichever is the earlier.

16.7. Where an Agent recruits a student, it is the Agent's responsibility to verify that the student has not been enrolled in a prior course at the University or College by another agent. In cases where a dispute arises as to whom the student is commissionable, the commission will be paid to the agent who enrolled the student in the first course undertaken by the student at the University or College.

16.8. Where an Agent recruits a student it is the Agent's responsibility to verify that the student is not being counselled or has not been counselled by
another agent. The agent to whom the commission is paid will be determined by the University or the College in their absolute discretion as the agent who has carried out the more extensive and effective counselling and service on behalf of the student, as evidenced in the University or the College copy of the student file.

16.9. The receipt of a letter signed by a student to state that s/he wishes another agent to deal with her/his enrolment will determine the agent that the University and the College will communicate with for further contact with the prospective student, but does NOT entitle the nominated agent to payment of commission for that student.

16.10. Where partial processing of an application is performed by an agent other than the Agent that originally submitted the application and the partial processing incurs a commission, this amount will be deducted from commission payable to the Agent that originally submitted the application.

16.11. Refund of Commissions already paid to the Agent: Where the University or the College makes a determination under 16.11.1, 16.11.2, 16.11.3, 16.11.4 or 16.11.5 (below), the Agent must refund to the University or the College (whichever is appropriate), any portion of commission relating to the portion of the course which is refunded or transferred.

16.11.1. Commission will not be paid by the College or University in respect of any student who, for whatever reason, withdraws from a Course prior to the commencement of the Course. In assessment of eligibility for a total or partial refund, the College and University will follow the conditions for refund as they appear on the application form which the student signed.

16.11.2. Commission will not be paid on students who have applied for, or enrolled in, University courses AND receive a total or partial refund. In assessment of eligibility for a total or partial refund, the University will follow the current Australian Vice-Chancellors’ Committee (AVCC) "Guidelines for Fee Refunds: International Students", as contained in the "Code of Ethical Practice in the Provision of Education to International Students by Australian Universities".

16.11.3 Where a student applies for Fee-Help and at a later date is found to be ineligible for Fee-Help or a Fee-Help debt is revoked according to government guidelines, any commission paid will be recovered from the agent.

16.11.4. Further to this, the University or College may determine that a refund is payable in circumstances which include, but are not limited to these situations:

(a) a student achieves a satisfactory English Language proficiency score which qualifies the student to enter a formal course at the University or College BEFORE the original course finishing date; or
(b) a student fast-tracks in a College course

16.11.5. Where a student enrols in less than a full-time load over the first two sessions of study, or the first 48 credit points of study, OR withdraws from a course during the first two sessions of study and fails to enrol in subjects to the value of 48 credit points, a partial refund may be made by the Agent or this amount will be deducted from the agent's next commission claim. The commission refund payable by the Agent under other circumstances relating to withdrawal from a course is subject to negotiation.

16.12 Commission payment calculations and schedule:

<table>
<thead>
<tr>
<th>For Each Enrolment in</th>
<th>Amount of Commission</th>
<th>Method by which commission is payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wollongong College</td>
<td>AGREED PERCENTAGE of the relevant tuition fees on the original course length and any extension of the ELICOS course</td>
<td>Commission is payable against invoice, within 4 weeks of the student's enrolment in the first course of study. Commission is payable on extensions in ELICOS within 4 weeks of the student commencing their extension course, by automatic payment from the College.</td>
</tr>
<tr>
<td>Australia- English Language Courses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wollongong College</td>
<td>AGREED PERCENTAGE of the relevant tuition fee for ALL sessions that a student enrolls at the College</td>
<td>Commission is payable on the student's first session of study, against pro-forma agent invoice, within 2 weeks of the census date of the student's enrolment in the first session of study. The census date would be within one month of course commencement. Commission is payable on each subsequent session of study within 2 weeks of the census date of the student's enrolment in each subsequent session of study, by automatic payment by the College.</td>
</tr>
<tr>
<td>Australia- All Other Courses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>University of Wollongong</td>
<td>AGREED PERCENTAGE of the tuition fee at the time of the student's enrolment (based on a program comprising subjects with a value of 48 credit points). The Agent will only receive commission on the first 48 credit points of a Course.</td>
<td>For students commencing courses in autumn and spring intakes commission is payable, against invoice, no later than 4 weeks after the relevant student audit dates. The audit dates are normally 31 March for Autumn Session and 31 August for Spring Session. Commissions for students commencing outside these times (including intakes A, B, C, D and summer session) are payable against invoice within 8 weeks of the course commencement date.</td>
</tr>
</tbody>
</table>
16.13 **Graduate School of Medicine enrolments** No commission will be paid on enrolments in the Graduate School of Medicine

16.14 **Payment of commission on second course**

16.14.1 No commission will be paid on a second course at the University in any circumstance including where:

16.14.1.1 the agent representing the student for his/her application to the first course was the same agent representing the student for his/her application to the second course; or

16.14.1.2 the agent representing the student for his/her application to the first course was a **DIFFERENT** agent to the agent representing the student for his/her application to the second course.

16.14.2 The only exception to the preceding clause is that where a student enrolls in a course of less than 48 credit points in value (eg. study abroad one semester, or a graduate certificate of 24 credit points), a further payment may be made for the second course a student undertakes at the University, up to a maximum commission payment on any course or combination of courses the student undertakes of 48 credit points.

16.14.3 No commission will be paid on a University Course for a student who is already enrolled at the College or the University, as either a direct enrolment in the first course, or through another agent.

16.15 **Commission on partial processing**

16.15.1 Subject to clause 16.5.3, where:

16.15.1.1 a student requests an agent's representation after an offer letter has been issued by the University; and

16.15.1.2 where the student pays through or has the eCoE issued through that agent;

a Partial Processing Fee will be paid.

16.15.2 The preceding sub-clause applies even in cases where the student changes their Course preference or changes their semester starting date for another starting date within six months of the original starting date.

16.15.3 A Partial Processing Fee will NOT be paid where the student defers their commencement date by more than six months.
**16.16 Payment of commission on package courses**

16.16.1 Where the Agent recruits a student for an English language course and

16.16.1.1 submits an application form for, and prior to the student's course commencement date in the English language course, gains a conditional offer letter for a pathway course at the College (i.e. a course for which the offer letter contains a conditional offer for a degree course); and

16.16.1.2 the student proceeds to that other course type at the College; and

16.16.1.3 the student proceeds to a degree course within NINE (9) months of completing the College course

then the other course at the College is commissionable AND the degree course is commissionable.

16.16.2 Where the Agent recruits a student for a pathway course at the College (i.e. a course for which the offer letter contains a conditional offer for a degree course) and the student proceeds to a degree course within NINE (9) months of completing the College course then the degree course is commissionable.

16.16.3 Where an Agent recruits a student for an English language course and;

16.16.3.1 submits an application form for, and prior to the student's course commencement date in the English language course, gains a conditional offer letter for a degree course; and

16.16.3.2 the student proceeds to a degree course within NINE (9) months of completing the English language course

then the degree course is commissionable.

**16.17 Deduction of commissions**

16.17.1 Where commission is deducted, the Agent will be required to repay the commission deducted in circumstances described in clause 16.11.

16.17.2 Where an Agent is required under Australian law to charge the College with GST on a commission payment, and the Agent has deducted commission for that student, the Agent must deduct an amount equivalent to the commission rate allowable under the contract AND the applicable GST, and must supply the College with a GST-compliant tax invoice no later than the day on which fees are received by the College.
16.18 Commissions payable on Domestic Students

Commissions payable under circumstances where a student is or becomes eligible to pay fees as a Domestic Student, are as follows:

- for students who commence a course at the University or at the College as a Domestic Student, the applicable commission fee will be:
  - for English language courses, the commission rate applicable to international English language students as specified in the Agency Agreement, Attachment A
  - for academic courses at the College, the commission rate applicable to Domestic Students at the College, as specified in the Agency Agreement, Attachment A, for each semester of the course or courses that a student undertakes
  - for a University course, NO commission is payable
  - for students undertaking studies on a part-time basis at the College or enrolling in the UAP course at the College, NO commission is payable.

- for students who become a Domestic Student after commencing their first course at the University or at the College, the commission rates above will apply from the semester in which the student qualifies to pay fees as a Domestic Student

- commission is payable on students availing themselves of FEE-HELP assistance. Where a student is ineligible for Fee-Help or Fee-Help is revoked, commission is recovered according to clause 16.11.

17. Applications for Accommodation & Airport Pick-up

17.1. All applications for accommodation organised by the University or College must be made on the official University or College application form(s).

17.2. Where the Agent has a student complete and sign a University or College accommodation application form or airport pick-up request form, the Agent may not engage a subcontractor to perform this service.