
AGENCY AGREEMENT

AGREEMENT **date 01/07/2008** **until 01/07/2009** **(usually 1 yrs)**

BETWEEN: **VIGYAN EDUCATION**
And

BACKGROUND

- A. The Franchise provides services of finding suitable prospective students in their Marketing Region ('the Region') for enrolment in studying abroad.
- B. The Company engages the Franchise as its non-exclusive representative in the Region to find such students for study at its various campuses.
- C. The Franchise has been made aware of the requirements of the Admission and the visa process .

ENGAGEMENT OF THE FRANCHISE

The Company engages the Franchise to be its representative to perform services in the Region for a period of 1 years from the date of and on the terms set out in this Agreement.

This is a non-exclusive agreement and the Company can appoint other Franchise in the Region as it so chooses.

This agreement appoints the Franchise to be the representative of the Company for the purpose of identifying prospective students only, and the relationship is not that of employer and employee nor of a partnership and neither party shall:

- (a) For any purpose represent or in any way, hold itself out to be such;
- (b) Make any promise, warranty or representation or execute any contract or otherwise deal on behalf of the other party unless provided for in this Agreement.

Each party irrevocably and unconditionally indemnifies and agrees to keep indemnified the other party and its respective Directors, Officers, Employees, Franchises and Representatives from any liability, loss, harm, damage, cost or expense that may result from the negligent acts or omissions of the other party as a consequence of or incidental to the performance of this Agreement

RESPONSIBILITIES OF THE Franchise

Under this Agreement the Franchise must:

Keep confidential the terms of this Agreement.

Keep confidential all information provided by the Company, other than to the extent disclosure is required to perform the services in accordance with this Agreement.

Meet key performance levels of recruitments as agreed with the Company

Promote universities and Company Programs in the Region, with integrity and accuracy.

Only provide students with immigration advice as defined in the *Migration Act 1958 (Cth)*, if the Franchise are registered to do so under that Act;

Perform other services and provide reports or information requested by the Company as required by this Agreement;

Bear costs associated with normal functions of representing the Company to find suitable students to undertake programs;

Invite the Company to participate in and share the costs of participation in exhibitions and/or promotional activities as mutually agreed.

Assist to uphold the high reputation of the Company and of the international education sector;

Provide the Company with market intelligence about the recruitment of students in the Region.

Only undertake promotional and marketing activities with reference to the Company that are expressly authorised by the Company. Advertising or promotional activities will be at the Franchise's expense unless otherwise agreed in writing by the Company in advance;

The Franchise is not permitted to use any registered or unregistered Mark or trade mark connected with the Company without the prior written consent of the Company.

FRANCHISE RESPONSIBILITIES IN REGARD TO STUDENTS

Franchises must deal with students or prospective students as follows:

Recruit suitable prospective students in accordance with Company procedures and requirements to undertake Programs, and recruit such students in an honest, ethical and responsible manner.

Assist people to become students and for that purpose provide all necessary information about programs and provide assistance in completing forms or applications and submitting these to the Company.

Inform prospective students accurately about the requirements of Programs by reference to the material provided by the Company.

Arrange for the testing of prospective students in the English language to be carried out by qualified persons in accordance with Company

Provide the Company with detailed statements of enquiries by prospective students and the follow up action taken by the Franchise.

Provide all details requested by the Company for the completion of Applications for Admission forms.

Request applicants to forward fees payable in accordance with the approved COMPANY fee schedule, directly to COMPANY

Ensure that relevant fees and charges accompany application and acceptance of offer documents.

Advise students that they are required to provide the Company with an address other than the Franchise's address and forward this address to the Company.

If a student's visa application is refused, advise the student that the Company must refund the student's fees

Ensure that all necessary evidence and documents accompany a student's application or acceptance of offer.

Provide any offer documents received from the Company to the student within 3 days of receiving the offer documents.

The Franchise must give to prospective students, before they complete an application, information provided to the Franchise by the Company about:

The College and universities facilities, equipment and learning resources;

The Programs and durations

The qualification or accreditation gained on completion

The teaching methods used

The assessment methods used;

The Program fees and refund conditions;

Living abroad and the local environment of the relevant campus, including information about campus location and costs of living;

The minimum level of English language ability, educational qualifications for acceptance into a Program;

Visa requirements, which student must satisfy including English language proficiency levels.

The Franchise must tell prospective students that:

The decision in relation to acceptance and credit exemptions into a program rests with the College or the university, and that the Franchise cannot commit the Company to accept any prospective student into a Program.

Students who goes abroad on a student visa must have a primary purpose of studying and must study on a full time basis;

Any school age dependants who accompany students abroad are required to pay full fees if they enrol in either government or non-government schools.

The Franchise must not:

Engage in any dishonest practices, including suggesting to prospective students that they can go abroad on a student visa with a primary purpose other than full- time study;

Facilitate applications for students who do not comply with visa requirements;

Make any representations or offer any guarantees to students about whether they will be granted a student visa;

Engage in false or misleading advertising or recruitment practices;

Make any false or misleading comparisons with any other education provider or their Programs;

Make any inaccurate claims of association of the Company with any other education provider;

Give inaccurate information to a prospective student about acceptance into the Program for which they applied or into any other Program;
Receive or bank any fees and charges payable to the Company by a prospective student or deduct any amount from such fees and charges;

OBLIGATIONS OF THE COMPANY

The Company must do the following:

Give the Franchise sufficient information to enable the Franchise to conduct the services.

Assist the Franchise to access information about visa requirements and the process of visa application.

Inform the Franchise of legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes.

Process all completed applications received but the Company is under no obligation to accept any prospective students referred by the Franchise.

Notify the Franchise promptly of the acceptance or rejection of applications referred to the Company by the Franchise.

Participate in agreed promotional activities with the Franchise.

Provide other assistance to the Franchise, such as assistance in placing students in accommodation and arranging airport pickups as may be agreed between the parties from time to time.

FRANCHISE FEES

Subject to the other provisions of this **clause**, the Company must pay the Franchise a fee calculated in accordance with Item 3 of Schedule 1 for each student who: is recruited by the Franchise; and is enrolled in a Program; and has paid the respective Program Fee.

An Franchise will not be regarded as having recruited a student under this Agreement unless:

the Franchise submits the student's application for enrolment and that application also bears the Franchise's name; and the Franchise submits an acceptance by the student of any letter of offer from the Company of a place in a Program.

Should the student wish to change their Franchise after they have put in their application to the Company, the student must write a letter to the Company stating this and the reasons for making the change and the full details of the new Franchise. In this case only the new Franchise will receive commission for this student. The student will not be able to change the Franchise once the student commences his study with COMPANY. However the final decision to allow the change or not rests with the company management.

No fee will be payable by the Company to the Franchise where the student is recruited through the Company's own programs for recruitment of students.

If a student recruited by the Franchise at any time undertakes any Program or Programs offered by the Company other than those specifically identified in the application for enrolment and for which the student was first recruited by the Franchise, no fee or other amount will be payable by the Company to the Franchise.

No fee is payable by the Company in relation to a recruited student unless the Franchise has submitted an invoice in relation to the student:

containing the family name and given names of the student;

presented on the Franchise's letterhead, which shows current address, telephone, fax and email details of the Franchise;

with an invoice number or reference; and

containing such other information as the Company may require.

If relevant, COMPANY requires bank details of the Franchise to be provided on original company letterhead signed by the Franchise.

The Company will pay the fees payable to the Franchise no later than 60 days after the student commences studies.

The Company recognises the right of the Franchise to charge successful applicants for services provided. These however are not to be included with course money and are to remain a separate charge.

The Franchise must at no time indicate that the Franchise is part of the company management structure or that any "Franchise" changes are connected to the company.

TERMINATION OF THE AGREEMENT

This Agreement shall terminate 1 year after the date of this Agreement.

Either party can terminate this Agreement at any time by giving the other party 60 days prior written notice.

The Company can terminate this Agreement at any time and with immediate effect by giving notice to the Franchise if the Franchise;
breaches any provision of this Agreement.
takes action that is prejudicial to the Agreement or the good name of VIGYAN EDUCATION Company; or
becomes insolvent.

(c) does not meet agreed key performance levels of recruitment as defined by Company.

(d) When this Agreement terminates, the Franchise must:

within 7 days submit all applications and fees from prospective students received up to the date of termination; and
immediately cease to use any advertising, promotional or other material supplied by the Company and return all such
material to the Company by registered mail or a reputable international courier.

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

Notwithstanding any subcontract, the Franchise remains fully responsible for performing its obligations under this Agreement.

COMPANY REPRESENTATIVE

The representative of the Company for the purposes of this Agreement is the Principal Executive Officer or such other person as might be notified to the Franchise from time to time.

NOTICES

A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail to the party at the address specified at Item 4 of Schedule 1, or any revised address notified later on.

A party, which changes its address, facsimile number or electronic mail address must give notice of that change to the other party within 4 weeks.

THIS DOCUMENT IS THE ENTIRE AGREEMENT

This Agreement, its schedules and annexures:

constitutes the complete and full agreement between the parties as to its subject matter; and

in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

VARIATION

This Agreement may only be altered in writing, signed by both parties and shall form an addendum to this original agreement..

DISPUTE RESOLUTION

In the event that either party has concerns arising from the performance of this agreement, then the party asserting the concern should notify the other in writing of the nature of that concern.

If the matter cannot be resolved within 28 days of the date of the written notice of 16.1 having been given, then with the mutual agreement of the parties a mediator will be appointed. In the absence of agreement between the parties to the mediator, then a mediator will be appointed.

FRANCHISE REVIEW BY THE COMPANY

The Franchise agrees to meet with company at regular intervals (minimum twice yearly) to undertake a Company review of Franchise practices and procedures. The Franchise is to provide evidence and documentation covering all marketing, sales and recruitment activities undertaken as an Franchise of the Company. The Franchise must accept the right of the Company to disagree with and stop and activity that is considered by the Company to be non-compliant with legislation, Company requirements or agreed terms and responsibilities. If such activities are continued the Company reserves the right to terminate the Franchise's contract immediately.

Signature of authorised officer of

Signature of Franchises authorised person

Full Name of officer (print)

Full Name of officer (print)

Signature of witness

Signature of witness

Name of witness (print)

Name of witness (print)

SCHEDULE 1

Item 1: Commencement Date:

The commencement date of this formal agency agreement is listed on the front page of this document and, unless otherwise noted, continues for a period of one year from this date. i.e. AGREEMENT dated **until** **(1years)**

Item 2: Region:

This formal agency agreement appoints the Franchise to act as a non-exclusive Recruitment Franchise for VIGYAN EDUCATION Company,

Item 3: Franchise's Fee:

The Franchise's fee payment will be calculated by the Company on the basis 5 TO 20% of the tuition fee for the course as and when paid by the student.