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- agent@dcahs.com

Academically Excellent!

DCAHS AGENCY AGREEMENT

Dated: _____

Between DCAHS

And

Education Agent

Address

Phone

Mobile

Fax

Email

Include details of sub-contractors

1. Background

- a. The purpose of this document is to formalize the agreement for the Agent to represent DCAHS for the purpose of the recruitment of suitable students to study at DCAHS.
- b. Providers of DCAHS to students are required to meet certain standards with whom the provider has entered into an agency agreement.
- c. The countries/regions covered by this agreement are: _____

- d. The term of this agreement is five (1) year from the date of the agreement.
- e. For the purpose of this agreement, where a student or prospective student is under 18 years of age, the term ‘student’ is understood to include the parent(s)/legal guardians of the student or prospective student.

2. Engagement of the Agent

- a. DCAHS Engages the Agent to recruit suitable prospective students in all countries for the term of the agreement.
- b. This is a non-exclusive agreement. DCAHS may appoint other agents in the Countries/ Regions.
- c. This agreement is only for the Countries/Regions as the agent has listed as of interest. If the Agent wishes to expand its services to other Countries/Regions, this can only be done with the consent of DCAHS and amending the agency agreement.

3. Responsibilities of the Agent

- a) Under this Agreement the Agent must;
 - i. Promote DCAHS and its courses favorably in the agent countries/regions
 - ii. Recruit and assist in the recruitment of prospective students to undertake courses at DCAHS in accordance with the policies of DCAHS.
 - iii. Provide prospective students with any necessary information required about DCAHS courses, facilities and services of DCAHS
 - iv. Assist in completing and submitting application forms to DCAHS.

- b) In performing these services, the Agent must;
 - i. Promote DCAHS with integrity and accuracy and recruit prospective student in an honest and ethical manner
 - ii. Observe appropriate levels of confidentiality and transparency in dealings with all students
 - iii. Act honestly and in good faith, and in the best interests of the student
 - iv. Inform prospective students accurately about the requirements of DCAHS using only up to date material provided or approved by the school
 - v. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application
 - vi. Ensure that only signed and completed applications are submitted to DCAHS.
 - vii. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents

 - viii. Provide any offer documents received from DCAHS to the prospective students within 24 hours of receiving the offer documents
 - ix. Only undertake promotional and marketing activities involving DCAHS that have been approved by DCAHS.

- c) As per DCAHS requirements the Agent must not engage in dishonest practices, In addition the Agent must not;
 - i. Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or inaccurate claims regarding an association between DCAHS and any other education provider
 - ii. Give false or misleading information relating to course fees payable or acceptance into a course
 - iii. Receive or bank course fees payable by the student to DCAHS by a prospective student or deduct any fees from the amount payable by the student to DCAHS.
 - iv. Commit DCAHS to accept any prospective student into a course.
 - v. Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student unless the student is under 18 years of age and that person is the prospective student parent(s)/legal guardian
 - vi. Submit an application to DCAHS on behalf of a student if the Agent is aware that the prospective student has been rejected by an education provider for a similar course, without also advising DCAHS of this circumstance

- ci) The agent must ensure that all staff of the Agent and any sub-contractors of the Agent have appropriate knowledge and understanding of the international education system.
- cii) Unless DCAHS agrees otherwise in writing, the cost of advertisement and promotional activities undertaken by the Agent will be borne by the Agent.

4. Responsibilities of DCAHS

DCAHS is responsible at all times for compliance

- a) DCAHS must:
 - i. Give the Agent sufficient information to enable the Agent to undertake its services
 - ii. Give the agent up-to-date and accurate marketing materials and ensure the agent provides this material to students.
 - iii. Assess completed applications from prospective students within a reasonable time or receipt
 - iv. Pay any fees within the agreed framework.

- b) DCAHS is not required to accept any prospective student referred by the Agent.

4. Confidentiality

- a) The Agent must keep confidential:
 - i. All information provided by DCAHS other than that which is needed to perform the services in accordance with this agreement.
 - ii. The terms of this Agreement.

5. Agent's Fees

- a) The fees payable is set out in Schedule 1
- b) Subject to the provisions of this clause, DCAHS must pay the Agent's fee for each Student who:
 - i. is recruited by the Agent
 - ii. Is enrolled in a course
 - iii. Has paid the course fee to DCAHS; and
 - iv. Has commenced the course and has had 4 (four) weeks of satisfactory progress and attendance.
- c) For the purpose of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agents submits the student's application for enrollment and that application also bears the agent's name
- d) An Agents fee is not paid where a prospective student applies directly to DCAHS
- e) No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by DCAHS.
- f) DCAHS must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

6. Assignment and Sub-contracting

- a) The Agent must not assign this Agreement or any right under this agreement without the prior consent of DCAHS
- b) Apart from sub-contractors listed in this Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of DCAHS
- c) Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

7. Monitoring of Agent's activities

- a) The Agent must participate in a range of activities to review the performance of the Agent. These activities may include but are not limited to:
 - i. A regular review of the Agent's performance, to be undertaken at least every six months at the discretion of DCAHS including a record of inquiries and outcomes
 - ii. Spot checks to be undertaken by representatives of DCAHS both at the agent's premises and at promotional events.
 - iii. A yearly survey of parents of students and students recruited by the Agent.

8. Corrective Action

- a) If at any point during the term of this Agreement, DCAHS believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in clause 10.
- b) Alternatively, DCAHS may decide at its discretion to engage in corrective action with the Agent. These activities may include but are not limited to:
 - i. Requiring the Agent to complete DCAHS on-line Agent Training Course.

9. Terminating this Agreement-

- a) Either party may terminate this Agreement at any time by giving the other party 1 day notice in writing.
- b) If the Agent breaches any part of this agreement, DCAHS may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.
- c) If the Agent breaches any part of the agreement, DCAHS may with immediate effect by giving written notice to the agent except where the breach was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship.
- d) On termination of this agreement, the Agent must:
 - i. Submit all applications and fees from prospective students received up the termination date; and
 - ii. Immediately cease using any advertising, promotional or other material supplies by DCAHS and return all materials to DCAHS within 10 days.
- e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

10. Entire Agreement

- a) This Agreement and its schedules:
 - i. Constitutes the full agreement between the parties as to its subject matter; and

11. Agent Declaration

I confirm and declare that I, _____ Agent,

Date:

- i. have knowledge and understanding of DCAHS Education Agent Codes of Ethics and my/our obligations related to recruiting, counseling and enrolling students
- ii. I have no conflicts of interest and will take reasonable steps to avoid conflicts of interests with duties and obligations of this agreement with DCAHS.

Signed for DCAHS by an
Authorized Officer

_____ Date:-
Signature of Officer