

## AGREEMENT FOR CLIENT REFERRALS OF VISA TRAINING BENCHMARKS

The **NSW TAFE Commission** through its Sydney Institute ("**Sydney TAFE**") appoints ..... to perform the obligations set out in the General Conditions in Annexure A.

I warrant to **Sydney TAFE** that:

- I am a registered Migration Agent with the Australian Government Office of the Migration Agents Registration Authority (OMARA)
- and
- I have read, understood and agree to comply with the General Conditions in Annexure A.  
I accept the appointment and agree to be bound by the General Conditions in Annexure A.

.....  
Signed by Registered Migration Agent

.....  
Signed by Manager Visa Training Benchmarks  
on behalf of TAFE NSW - Sydney Institute

..... / ..... / .....  
Date of signing

..... / ..... / .....  
Date of signing

SCHEDULE		
Migration Agent's name		
Migration Agent's Registration Number (MARN)		
Migration Agent's business name		
Migration Agent's business address		
Migration Agent's contact details	Phone: (   )	Mobile:
	Email:	
Commencement date (date of signing)		
Commission	15% of payments for 457 & 186 Visa Training Benchmarks A & B	

## **AGREEMENT FOR CLIENT REFERRALS OF VISA TRAINING BENCHMARKS GENERAL CONDITIONS**

### **1. Meaning of Words**

CODE means the OMARA Code of Conduct for Registers Migration Agents

COMMENCEMENT DATE means the commencement date specified in the Schedule to this Agreement.

COMMISSION means the commission as specified in the Schedule to this Agreement.

EXPIREY DATE means the expiry date specified in the Schedule to this Agreement.

MIGRATION AGENT means a Migration Agent registered with the Australia Government Office of the Migration Agents Registration Authority (OMARA).

OMARA means the Australia Government Office of the Migration Agents Registration Authority (OMARA).

SYDNEY TAFE means TAFE NSW - Sydney Institute which is part of the Technical and Further Education Commission.

TAFE NSW means the Technical and Further Education Commission constituted under Sect.4 Technical and Further Education Commission Act 1990.

### **2. Appointment of Migration Agent and Term**

2.1 Sydney TAFE Appoints the Migration Agent named in the Schedule and the Migration Agent accepts the appointment on the terms set out in this Agreement.

2.2 This Agreement commences on the Commencement Date and will continue for a maximum of Three (3) years from the Commencement Date unless this agreement is terminated pursuant to clause 6.

### **3. Duties of Migration Agents**

The Migration Agent must:

3.1 Actively promote Sydney TAFE to clients as a training benchmark provider.

3.2 Ensure that the marketing and promotion of Sydney TAFE is carried out with integrity and accuracy.

3.3 Follow all reasonable directions from Sydney TAFE concerning the promotion of Sydney TAFE and services for clients to meet visa training benchmarks.

3.4 Only use promotion material prepared by the Migration Agent if approved by Sydney TAFE before any publication.

3.5 Assist clients to complete Sydney TAFE forms relating to visa training benchmarks.

3.6 Disclose to clients the fact that the Migration Agent receives payments from Sydney TAFE by way of commission, in compliance with Part 2.2 of the Code.

3.7 Not appoint or allow anyone to act as its subagent, subcontractor or delegate in carrying out its obligations under this Agreement without prior written consent of Sydney TAFE and the Migration Agent requiring any subagent, subcontractor or delegate to act at all times consistently with the Migration Agent's obligations under this Agreement, particularly this clause 3, and the Migration Agent acknowledges that any such sub agency, subcontracting or delegation will not have effect as relieving the Migration Agent of any liability or responsibility for proper performance of its obligations Under this Agreement nor as creating any direct relationship between Sydney TAFE and the Migration Agent's subagent, subcontractor or delegate.

## 5. Payment of Commission

- 3.8 Perform all duties in a professional manner to the satisfaction of Sydney TAFE and in compliance with the code.
- 3.9 Indemnify Sydney TAFE against all damage, loss, expenses, claims, demands and liabilities incurred by Sydney TAFE which arise directly or indirectly out of any breach of this Agreement by the Migration Agent; the Migration Agent's liability under this clause will be reduced by the extent to which the actions of Sydney TAFE or their employees contributed to the damage, loss, expenses, claims, demands and liabilities.
- 3.10 Not make any representations about Sydney TAFE which are incorrect or misleading.
- 3.11 Undergo monitoring of its performance by responding to queries and making relevant records available for inspection, as required.
- 3.12 Notify Sydney TAFE of a change of shareholding, dictatorship or management control within 30 days of change.
- 3.13 Notify Sydney TAFE immediately of a lapse of OMARA registration.

## 4. Duties of Sydney Institute

Sydney TAFE must:

- 4.1 Provide the Migrant Agent with promotional and other necessary material to enable the Migrant Agent to perform the Migrant Agent's duties under this Agreement.
- 4.2 Respond to all queries from the Migrant Agent.
- 4.3 Monitor the activities of the Migrant Agent with respect to professional Competence and ethical practice through feedback from relevant parties and direct discussion with the Migrant Agent as appropriate and, if as a result of the monitoring Sydney TAFE identifies a need to take action to recommend improvements, issue a warning to terminate this Agreement pursuant to Clause 6.

- 5.1 Sydney TAFE will pay the Migrant Agent commission at the rate specified in the Schedule as a percentage of the total payments received by Sydney TAFE for 457 and 186 visa training benchmark A and B contributions.
- 5.2 Sydney TAFE will pay commission to the Migrant Agent upon invoice from the Migrant Agent within 30 business days.
- 5.3 Commission will only be payable on invoices received within 6 Months of the date of contribution payment.
- 5.4 The commission rate is exclusive of any goods and services tax (GST) payable.
- 5.5 Sydney TAFE will not pay commission if the Migrant Agent fails to perform obligations under this Agreement.

## 6. Termination of Agreement

- 6.1 Either party may terminate this Agreement if the other party breaches any provision of this Agreement (particularly clause 3.4 and or any breach flowing from the Migration Agent or any of its subagents, subcontractors or delegates failing to comply at all times with the requirements of the Code) or any subagent, subcontractor or delegate of the Migration Agent acts in a way which be a breach of a provision of this Agreement if performed by the Migration Agent and the breach has not been remedied within 14 days after written notice of the breach has been served on the other party.
- 6.2 Sydney TAFE may terminate this Agreement on three months written notice at its discretion and without cause and without thereby incurring any liability to the Migrant Agent or any of its subagents, subcontractors or delegates.
- 6.3 Sydney TAFE may immediately terminate this Agreement by notice in writing to the Migrant Agent if :-
  - 6.3.1 The migration Agent or any of its subagents, subcontractors or delegates breaches this Agreement and the breach is not capable of being remedied.
  - 6.3.2 Sydney TAFE considers the Migrant Agent or any of its subagents, subcontractors or delegates to have breached any provision of the Code.

- 6.3.3 There is a change of shareholding, dictatorship or management control of the Migration Agent which is unacceptable to Sydney TAFE.
- 6.3.4 The Migration Agent appoints any subagent, subcontractor or delegate without first obtaining consent pursuant to clause 3.7.
- 6.4 If this Agreement is terminated by either party for any reason :-
  - 6.4.1 Each party is released from its obligations to perform the Agreement further.
  - 6.4.2 Each party retains the rights it had against the other party in respect of any past breach.

## 7. Notices

- 7.1 All notices under this Agreement may be delivered in person or sent by registered mail or facsimile to the current business address of the party.
- 7.2 Notices will be deemed to have been served seven days after the date of posting or if delivered personally on the date of receipt or if sent by facsimile in the normal course of transmission.

## 8. No Right to Bind Sydney Institute

- 8.1 The Migrant Agent acknowledges and agrees that :-
  - 8.1.1 The Migrant Agent has no power to bind Sydney TAFE
  - 8.1.2 Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employment between Sydney TAFE and the Migrant Agent.

## 9. General

This Agreement

- 9.1 Is governed by the laws of NSW Australia.
- 9.2 May only be varied by written agreement between the parties.
- 9.3 Supersedes any previous agreements between Sydney TAFE and the Migrant Agent.
- 9.4 Binds both parties.

## (Migration Agent) Vendor Details Form

### [A] To Be Completed by Vendor

(Migration Agent) Vendor Information	
Business Name	
Business Trading Name <i>(if applicable)</i>	
Business ABN	
Business address <i>(include suite or unit number suburb and postcode )</i>	
PO Box address <i>(if applicable)</i>	
Business Contact person	
Business phone(fixed line)	
Business Mobile	
Business email	
Registered for GST	Yes No
Banking Details: BSB	
Account number	
Bank name	
Account name	
(Migration Agent) Vendor Signature	
Name of vendor contact	
Position	
Signature	
Date	

### [B] For Official Use Only

*To be completed by the authorising manager who must be a TAFE Manager (previously IM) or above,  
or Project Manager authorised by the respective Faculty/Directorate Directors*

I endorse that the above vendor information will be used in the SAP online Vendor Maintenance Request.	
Name	
Position	
Signature	
Date	