Agreement with English Language Intensive Courses For Overseas Students (ELICOS) Providers

BETWEEN

STATE OF NEW SOUTH WALES by its Department of Education and Communities (including TAFE NSW) through DEC International of [Level 2, 1 Oxford Street Darlinghurst NSW 2010] (“Department’’)

AND

Strathfield College Pty Ltd (“College”)

BACKGROUND

The College noted in this agreement is an ELICOS provider which wishes to enrol students for a packaged course with DEC International/ TAFE NSW (TAFE).

1. Agreement

The College must, whenever required, provide DEC International with evidence of the following:

- ASQA Accreditation and CRICOS registration for English for Academic Purposes (EAP) courses;

2. College Obligations

In consideration of TAFE NSW accepting international student applicants from the College, the College undertakes to:

1. Provide DEC International with copies of electronic Confirmation of Enrolment (eCoE) form and Confirmation of Appropriate Accommodation and Welfare Arrangements (CAAW) form, (if issued).
2. Where Students reach the required English level for entry to the TAFE course earlier than the period indicated on their eCoE, the College must permit those Students to progress to TAFE without financial penalty.
3. Ensure all information given to students complies with the Education Services for Overseas Students (ESOS) Act 2000, the National Code 2007.
5. Notify DEC International of any change to the College name, location, ownership and changes of senior staff if those staff members have signed this Agreement. Submit the appropriate accreditation of any such changes. The notification must be as soon as practicable and no more than one month of the date of the changes or this Agreement may be terminated; and
6. Enrol at least 10 students per year on a package student visa program with TAFE NSW or this agreement will be terminated.

3. **Student commencement:**
   - The College must notify DEC International within 14 days if any students do not commence on the expected course start date, or defer their course and their end date for the ELICOS course is delayed. The notification must include changes to the student enrolment, the new course dates and, consistent with the National Code requirements, the reason for the deferment.

4. **Student progress and reports:**
   - The College must:
     1. Advise DEC International of any students who are not progressing as expected and may need to extend their EAP course. Any such advice should be received as soon as the College is aware of the poor progress and no later than 5 weeks prior to the course end date;
     2. Ensure that the College does not issue an eCoE for an extension of the student’s EAP course without prior written approval from DEC International. Requests from the College to extend a student's EAP course must be sent to DEC International at least 5 weeks before the expected course end date and give reasons for the extension. If students extend their EAP course then the new eCoE must be issued for the extended period and copies forwarded to ISC. Students must not continue their ELICOS course on TAFE's eCoE;
     3. Forward to DEC International copies of any documents issued to the Department of Immigration and Boarder Protection (DIBP) after student commencement, including Student Course Variations, new eCoE’s etc;
     4. Provide final exit reports to DEC International, which must be emailed or faxed to ISC in the final week of their EAP course. The report must indicate the level of proficiency achieved by the student in their EAP course and the IELTS equivalent. Where agreed a letter of recommendation must also be provided.

5. **Student Welfare and Guardianship arrangements:**
   - Where the student is under the age of 18 and requires these arrangements, the College must adhere to requirements set forth in Appendix 1.

6. **TAFE NSW undertakes to:**
   - 6.1 Issue conditional offer letters for the TAFE NSW course only to students who submit complete applications and meet TAFE’s entry requirements. Conditional offer letters will outline the required level of English the student requires to enter the chosen course.
   - 6.2 Issue eCoE’s with dates corresponding to EAP eCoE’s so that students may obtain a packaged visa;
   - 6.3 Issue students with full offer letters for enrolment in the TAFE NSW course on proof of successful completion of the required English course with the College.

7. **Term and Termination**

   - 7.1 This Agreement commences from 30 March 2015 and ends on 25 March 2016 it may be extended at the discretion of DEC International by a replacement written agreement.
7.2 In the event of any breach(es) of this Agreement by the College and failure to rectify such breach(es) within fourteen (14) days after the date on which written notice of such breach has been served on the College the Department may by notice in writing terminate this Agreement.

7.3 The Department may terminate this Agreement immediately where it has reason to believe a child is at risk.

8. **Insurance and Indemnity**

8.1 The College will take out and maintain:

   a. workers compensation insurance: in respect of any employees of the College who are employed in connection with the Services, a workers compensation insurance policy required under the provisions of the *Workers Compensation Act 1987* or any other relevant legislation;

   b. public liability insurance: with an insurance company acceptable to the Department, a legal liability (or public liability) insurance policy indemnifying the College for any liability that it may incur for the death or personal injury of any person or the loss, damage or destruction of any property of any person arising out of the Services and providing cover for an amount of not less than $10,000,000 in respect of any one occurrence;

and will, if requested by the Department, produce evidence of all or any such insurance and their currency to the Department.

8.2 Each Party (“the Indemnifying Party”) irrevocably and unconditionally indemnifies and agrees to keep indemnified the other Party, and its respective directors, officers, employees, agents, contractors, representatives and students (“the Indemnified Party”), from and against any and all liability, loss, harm, damage, cost or expense, including legal fees, howsoever arising that the Indemnified Party may suffer, incur or sustain as a result of any unlawful or negligent act or omission or, or any purported assumption of any obligation or responsibility by, the Indemnifying Party or any of its directors, officers, employees, agents, contractors or representatives, in connection with the subject matter of this agreement, provided that the indemnity granted will be reduced proportionately to the extent to which the Indemnified Party contributed to the liability.

9. **Dispute Resolution**

The parties must settle any dispute arising out of this agreement, except where urgent relief is required, as follows:

a. a party claiming that a dispute has arisen must give a notice to each other party giving details of the dispute;

b. after a dispute notice has been sent the matter will be referred to each party’s senior officers who will attempt to resolve the dispute in good faith;

   c. if the dispute is not resolved by the senior officers within 14 days of receipt of the dispute notice, the parties will submit to a mediation according to the *ACDC Guidelines for Commercial Mediation*.

10. **Notices**

1. A notice or communication has no effect unless it is in writing and sent by email, prepaid post, faxed or delivered to the addressee.

2. Each party’s address, fax and email details are on page 1. A party can change its details by giving notice of it to the other party.
3. A notice is received: if sent by email at the time the email is sent if there is no delivery failure report; if sent by post 2 (or 9 if overseas) business days after posting; if sent by fax at the time an error free confirmation is received; or if delivered when it is left at the address.

11. This Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.

12. This agreement does not create a relationship of partnership, employment, principal and agent, or of trustee and beneficiary.

13. Any change to this agreement (including the Services Description) is only effective if in writing and signed by the parties.

I ………………………………………………………………, being the Principal or authorised officer of the College, agree to the terms and conditions set out in this Agreement.

Position ………………………………………………………

ELICOS College Strathfield College Pty Ltd

Date……………… Signed ………………………………………

Kathryn DeCarlo
R/ Director, International Programs TAFE NSW for and on behalf of NSW Department of Education and Communities International

Date …………………………………………………………… Signed ………………………………………………………….
Appendix 1.

Arrangements for Younger Students Under 18 Years:

Dates on the CAAW form must cover the period between the completion of the EAP course and the start of the student’s course at TAFE NSW.

Consistently with requirements of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (the National Code 2007) under the Education for Overseas Students Act 2000 (ESOS Act), the College must ensure that approved care and welfare arrangements are maintained for and during all periods covered by the dates on the CAAW form including any extensions of the EAP course and until commencement of the TAFE NSW course offered to the student.

The College must provide or procure homestay accommodation as outlined below:

1. Ensure that, to comply with Privacy legislation, students, parents, guardians and homestay hosts are advised that information will be forwarded to the DEC International.

2. Have procedures in place for vetting and screening homestays and guardians for students under 18 years, which procedures ensure that these students are placed in homestay accommodation with homestay hosts and with guardians that have been satisfactorily police checked by the College through a registered screening agency. Police clearances must not be more than 12 months old and must be conducted prior to any student placement;

3. Ensure that College procedures include site inspections of homestays by College staff which inspections must be conducted prior to any student placement and renewed for each new student placed in a particular homestay.

4. Recognising that the College is packaging its course with a TAFE course, where the College arranges the accommodation and welfare for students through College staff and procedures for sourcing and approving homestay accommodation ("homestay"), the College must ensure that

A the homestay host is aware of the student being on packaged visas with TAFE; and
B the accommodation is within reasonable travelling distance of their intended destination TAFE college; and
C the quality of the accommodation and care procured by the College to be provided to a student by a homestay host must, at all times, be not less than the Department's Required Standards for homestay providers as detailed below:

(i) The home must be clean and comfortable and the homestay hosts / guardians must reside at the homestay premises;
(ii) Each student is to have their own room, bed, desk or if a shared room there must be no more than 2 persons per room (same sex) each of whom must have separate bed and desk;
(iii) Students are not to share rooms with host family members and sharing arrangements will only be provided if the parents of the student(s) so request;
(iv) Students are to be given a key to the home or arrangements made so that the student can gain access to the home at any time;
(v) There must be adequate lighting for study purposes;
(vi) There must be heating in winter and some means of cooling in summer;
(vii) There must be access to shared bathroom, with reasonable time allowed for showers (10 minutes);
(viii) There must be access to kitchen and laundry facilities;
(ix) There must be use of shared living areas of home;
(x) The Homestay Host is to provide 2 meals a day on weekdays and 3 meals
on weekends and, in providing meals, the homestay host must be aware of and take account of cultural differences. Food should be available for students to make themselves an after school snack;

(xi) House rules are to be discussed and explained to the student, (including friends visiting, use of phone and incoming calls, cleaning of room or other household tasks, meal times and rules for behaviour such as going out and times for arriving home, manners and courtesy);

(xii) Use of telephone and/or computer facilities, including internet access, is to be at student's own expense. However charges to the student should only cover the actual cost of phone or internet usage. Personal items and their insurance to be at the Student's own risk;

(xiii) must ensure that homestay hosts who are also guardians are;-
- genuinely concerned for the welfare of the student, welcome them and include them in family activities;
- ensure the homestay environment is suitable for under 18s.
- have an appreciation of the student's cultural background;
- are able to speak English;
- have an understanding of Australian laws and regulations applicable to visas and people under 18 years of age
- undertake responsibility for only an appropriate number of students for whom they can adequately provide care and ensure that there are no more than 3 international students of any age living in the home.

5. Where the College approves other accommodation as nominated or arranged by the student's parents and CAAW forms have been issued for the packaged visa, ensure that such arrangements must meet the same standards as the Required Standards listed in point 3 and, consistently with NSW Child Protection legislation, all adults residing at such accommodation must have a current satisfactory working with children check.

6. If it is necessary for a student to change places of accommodation at the end of the College course to start the TAFE course, ensure that the student is moved to homestay accommodation with one of the homestay providers registered with the Department.

7. Provide DEC International with a copy of the police checks, home inspection reports, student contact details and guardian contact details within 14 days of a student's commencement at the College;

8. Place students under the age of 18 years with guardians who are approved as the homestay parents;

9. Ensure that staff employed by or at the College do not act as homestay hosts or guardians for students on packaged visas for TAFE;

10. Ensure that agents or subagents of the College do not arrange homestay or guardianship for students on packaged visas with TAFE and are not involved in the welfare arrangements for students;

11. Ensure that, consistently with arrangements between the Department and parents, if students remain in a homestay arranged by the College after commencing their TAFE course, the homestay family must be one registered with one of the Homestay providers approved by the NSW Department of Education and Training (approved Homestay providers appear in the attached list). The College must notify DEC International, at least 4 weeks prior to the students course end date, so that registration can be arranged and approval obtained.

12. Except as provided in the immediately preceding paragraph, ensure that Colleges do not arrange homestay placements or other accommodation or welfare arrangements for students after they commence their TAFE course.