

Memorandum of Understanding

This document sets out a memorandum of understanding between:

ISEAA
International Student Education
Agents Association

and

NEAS
(National English Language Teaching Accreditation Scheme)

Purpose: This memorandum of understanding acknowledges that interaction between the organisations is desired and supports the commitment to effective cooperation and collaboration of mutual interest and for the benefit of the English Language teaching sector in Australia.

Signatories

_____	/ /	_____	/ /
XXXXX		XXXXX	
Chair		Chair	
ISEAA		NEAS	

1. Organisational Roles and Responsibilities

ISEAA

ISEAA - International Student Education Agents Association was officially launched in September 2018 at the education agent symposium SympLED2018, however, the organisation has existed for more than ten years. ISEAA was co-created by a group of education agents coming together with a group that supported the Brazilian market. For many years international education has coped with changes and uncertainties brought about by government departments and the education agents have never had a voice or input into decisions that affect education agent business.

Government and education industry peak bodies need a single voice from education agents to represent the sector—single nationality agent associations are effective in their market only. ISEAA represents from smaller to larger agencies across all nationalities and the board and members are diverse.

Since then ISEAA has progressed with assisting the education agent industry with many meetings with governments bodies, associations, events and business related to our industry. There are many changes being aimed at education agents in the coming year and ISEAA aims to achieve much more in benefits for its members.

The association gives a voice and focus on the vital place that education agents hold in the international education market and it is ISEAA's goal to be a peak body for all education agents working in Australia.

NEAS Australia (National English Language Teaching Accreditation Scheme)

The National ELT (English Language Teaching) Accreditation Scheme Ltd (NEAS Australia) is a not-for-profit organisation registered with the Australian Charities and Not for Profits Commission.

Governed by a Board of Directors with extensive experience in accreditation and quality assurance in international education, NEAS provides independent quality assurance.

NEAS endorses ELT centres in universities, colleges, high schools and online. These centres may be stand-alone institutions or may be operated by providers that are also registered training organisations, registered higher education providers and / or registered schools. Endorsed centres are granted the NEAS quality mark, internationally recognised and valued by students, teachers, agents and governments.

As a member-based association, NEAS Australia has a focus on:

- supporting the achievement of quality outcomes for education and training globally
- advancing global quality assurance in education and training, through professional development and consultancy support services
- empowering knowledge partnerships with education and training communities.

2. Cooperation and collaboration

The organisations commit to regular consultation to provide the opportunity to identify matters of mutual concern and discuss opportunities for cooperation and collaboration.

The organisations commit to the following principles of collaboration:

1. Both organisations (board, staff and committees) agree to always refer to each other with the appropriate nomenclature.
2. Both organisations (CEOs) agree to publicly promote and support one another.
3. Both organisations agree to refer providers and stakeholders as appropriate.
4. Both organisations agree to collaborate on areas of mutual interest.

5. Both organisations agree to share confidential information about sector risk were appropriate.
6. Both organisations agree to acknowledge sources of information and seek permission to use data publicly where appropriate.
7. Both organisations agree to meet regularly and identify opportunities for mutual benefit.

3. Information sharing

The organisations commit to exchange information about various matters where such information is relevant. The organisations commit to keep each other aware of matters and developments that are relevant to the other organisations.

4. Media and publication

The organisations commit to consulting with each other and gaining the other party's agreement before publishing any information in relation to the arrangements of this MOU.

5. Confidentiality and privacy

The parties to this agreement will comply with the Information Privacy Principles set out in the Privacy Act 1998 (Commonwealth).

6. Memorandum contact officers

This section identifies contact persons at each organisation who are responsible for implementing the memorandum. These persons serve as liaisons between the organisations. This section facilitates cooperation by establishing lines of communication.

- ISEAA: Chief Executive Officer
- NEAS: Chief Executive Officer

7. Review and renewal or termination

The performance of the organisations in adhering to this memorandum will be reviewed before the end of the first 12 months of the memorandum. The organisations commit to reviewing the substance of the memorandum at the end of each three-year term, with a view to renewal. This section ensures that the memorandum remains current and attuned to the changing conditions of the ELICOS sector and education frameworks more broadly.

8. No Legal Effect

This Memorandum is not intended to create legal relations between the parties and is of no binding legal effect. However, the parties agree to apply their best endeavours to implement this Memorandum in good faith. Where parties share information under this Memorandum they do so as representatives of their respective organisations.

Schedule 1

1 Confidentiality

- 1.1 Each party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each party in connection with this MOU unless such information is already in the public domain through valid, legal means, is required to be disclosed by law or by any legal or regulatory authority, or that the disclosing party has previously received the prior written consent of the owning party for its disclosure.
- 1.2 The obligations of the Parties under this paragraph shall continue following the expiry or termination of this MOU, and the Parties shall make every effort to return all confidential information acquired under this MOU (excepting all confidential information controlled by any subsequent contractual agreement) to the owning party promptly, and to destroy any copies of that same information from any electronic or physical storage.

2 Intellectual Property

- 2.1 Intellectual property owned by either party on the commencement of this MOU will remain the property of that party and title to any material created during its term shall vest in party creating it.
- 2.2 In this paragraph the term “**ISEAA Marks**” means any trade mark, mark or design, whether registered or not, or any other identifier that is identified with ISEAA.
- 2.3 NEAS shall have no legal right to use the ISEAA Marks and shall not describe itself as being connected with ISEAA in any way without the express prior written agreement of ISEAA to the terms of that description; such agreement may be withdrawn at any time.
- 2.4 In this paragraph the term “**NEAS Marks**” means any trade mark, mark or design or any other identifier that is identified with NEAS.
- 2.5 ISEAA shall have no legal right to use the NEAS Marks and shall not describe itself as being connected with NEAS in any way without the prior agreement of NEAS to the terms of that description; such agreement may be withdrawn at any time.
- 2.6 The obligations of the Parties under this paragraph shall continue following the expiry or termination of this MOU in perpetuity, unless and until this paragraph is amended or succeeded by a subsequent contractual agreement between the Parties.