



Australian Government
Department of Immigration and Citizenship

Access to Student eVisa AL2-4 Trial

Agreement for Registered Migration Agents to lodge eVisa Applications

Version: June 2007

List of Terms

Agency	An approved organisation, registered company, business, partnership, sole trader or proprietor
Agency Principal	The person who is authorised to act on behalf of the Agency including signing this Agreement
Agreement	This document and subsequently published versions (including attachments)
Applicant	The person for whom the visa is requested
Australian Registered Migration Agents	Migration agents who are registered with the MARA
Code of Conduct	Migration Agents Code of Conduct
DIAC	Department of Immigration and Citizenship
Employee	An individual is considered to be an employee if that individual works for the Agency as a consultant or contractor, undertakes paid work for the Agency, holds shares in the Agency or has an informal arrangement with the Agency. Employment and Employed have corresponding meanings.
eVisa Application	An electronic visa application, lodged via the internet
eVisa Advocate	DIAC staff at overseas diplomatic posts, who deal with enquiries about participation in eVisa lodgement
Facility	The internet based electronic visa lodgement system
Key documents	Documents supporting claims made in an eVisa Application that are to be submitted to DIAC at time of application
Log in	When a Registered User accesses the Facility
Logon ID	Personal six character access code issued to Registered Users
MARA	Migration Agents Registration Authority, which regulates the activities of registered migration agents
MARN	Migration Agent Registration Number
Post	Australian Diplomatic Mission, Embassy or High Commission located overseas
Registered User	A person registered by DIAC to use the eVisa Facility to lodge specific classes of visa applications or access DIAC systems
Terminated/suspended Users	Registered Users whose access to the Facility has been terminated or suspended by DIAC
The Commonwealth	Commonwealth Government of Australia
User Type	The type of access assigned to Registered Users. For example, a travel agent will have access to lodge travel eVisa Applications via the Facility, education agents will have access to lodge student eVisa Applications
Visa Application	The request to obtain a visa to enter Australia including in an electronic form

PART ONE: Registered Migration Agent

1. Benefits to Parties

- 1.1. The Department of Immigration and Citizenship (DIAC) has developed the Facility for lodging electronic visa applications. The Facility can only be accessed by Registered Users.
- 1.2. Registered Users benefit from using the Facility as they are able to:
 - a) electronically lodge specified visa applications;
 - b) lodge visa applications efficiently;
 - c) electronically attach and submit all key documents;
 - d) reduce paperwork;
 - e) access DIAC's helpdesks for visa applications;
 - f) track the progress of visa applications; and
 - g) communicate with DIAC electronically,subject to the terms of this Agreement.
- 1.3. DIAC benefits from Registered Users as it can:
 - a) quickly access applications lodged by Registered Users;
 - b) electronically view all Key Documents;
 - c) reduce paperwork;
 - d) provide a high level of service to Registered Users through DIAC's helpdesk services; and
 - e) minimise processing times on lodgement of complete documentation.

2. Registration

- 2.1. All persons seeking to become Registered Users will be registered at DIAC's absolute discretion.
- 2.2. To obtain approval to lodge eVisa Applications, an individual must be a Registered Migration Agent (RMA) and satisfy DIAC's registration criteria.
- 2.3. RMAs will be approved by DIAC if they:
 - a) meet any requirements to lodge a minimum volume of eVisa Applications per year, where this has been set by DIAC;
 - b) meet the requirements of compliance testing required by DIAC;
 - c) comply with government regulations and registration requirements in the country of lodgement;
 - d) meet any other requirement specified at the absolute discretion of DIAC including any changes to the terms and conditions of this Agreement.
- 2.4. To apply to register for the Student eVisa trial, an RMA must sign this Agreement and complete Attachments A and B and return to DIAC.

3. Contact Information

3.1. The DIAC contact person for this Agreement is:

eVisa Access Mailbox
Department of Immigration and Citizenship
PO Box 25
Belconnen ACT 2616
AUSTRALIA

E-mail address: evisa.access.mailbox@immi.gov.au
Facsimile: +61 2 6264 1399

PART TWO: Terms and Conditions

4. General Terms

- 4.1. This Agreement is valid from the date received by DIAC and until terminated by DIAC or the Agency.
- 4.2. DIAC may change the terms and conditions of this Agreement at any time, by publication of an updated form of these terms and conditions on the Facility. The date appearing next to the words "current as at" will indicate when these terms and conditions were last updated.
- 4.3. Registered Users should also review the terms and conditions published on the Facility from time to time; however, DIAC will notify Registered Users in advance of any proposed amendments to the terms and conditions.

5. Access

Passwords

- 5.1. On registration, each Registered User will be issued with a personal logon ID and temporary password.
- 5.2. Registered Users are responsible for maintaining the confidentiality of their logon ID and password and for all activities that occur under it.
- 5.3. Registered Users are responsible for the maintenance and security of their logon ID and password and must not share it with other persons.
- 5.4. Registered Users must immediately notify DIAC in writing of any unauthorised use of their logon ID, or if the password becomes known to another person.
- 5.5. Registered Users must change their password every 28 days.

Advising DIAC of changes

- 5.6. Registered Users must immediately inform DIAC in writing of any change in registration details or status.
- 5.7. Changes to Registered User details may include, but are not limited to:
 - a) change in a Registered User's name;
 - b) change in a Registered User's contact details (address, email and telephone);
 - c) a Registered User ceasing to be involved in processing and/or lodging eVisa Applications;

- d) a Registered User ceasing employment or transferring to another Agency;
- e) change to the Agency's contact details;
- f) change in the Agency ownership arrangements;
- g) an Agency no longer complying with government regulations and registration requirements in the country of operation;
- h) an Agency ceasing business;
- i) change in any other Agency/Registered User information which was supplied to DIAC in the first instance.

Conditions

- 5.8.** A Registered User may only use the Facility for the purposes for which it is intended and which are outlined in this Agreement.
- 5.9.** Unauthorised use of the Facility will result in the suspension or termination of access and may result in criminal prosecution.
- 5.10.** Registered Users must ensure that they exit from restricted areas of the Facility at the end of each session and never leave their computer logged into the Facility while unattended.
- 5.11.** Each use of the Facility will be logged for security and usage monitoring purposes.
- 5.12.** The Registered User will assume all risks associated with the Facility, including risks to the Agency's computers, software and data from viruses or the content of the Facility and complying with the laws of each country, including Australia, in which the Registered User carries out this Agreement.
- 5.13.** DIAC may also change, limit, suspend or cease any feature, database, or content available on the Facility at any time and without any notice or liability.

Statutory and Regulatory Requirements

- 5.14.** All Registered Users must have and maintain a sound knowledge of relevant local and Australian legislation and regulatory requirements in the Registered User's country of residence and must ensure that they comply with local legislation and registration requirements at all times.
- 5.15.** Registered Users must have and maintain a sound knowledge of the criteria set out in the Migration Regulations 1994.
- 5.16.** Registered Users must have and maintain a sound knowledge of eVisa Application lodgement procedures and a capacity to lodge accurate, complete and timely applications.

6. Documentation and storage

- 6.1.** Registered Users are responsible for obtaining from applicants all documents required by DIAC to support a valid and proper application including translations as notified by DIAC.
- 6.2.** Registered Users are responsible for any cost for the translation or provision of documents as directed by DIAC.

- 6.3. Registered Users must use all reasonable and demonstrable efforts to verify the authenticity and validity of all documents and make a written note of their efforts to verify the authenticity of the documents.
- 6.4. Key documents, as specified, must be attached at the time of lodgement of the eVisa Application.
- 6.5. If requested, Registered Users must forward without delay any documents relating to a particular eVisa application in the form and to the address specified by DIAC.
- 6.6. If requested, Registered Users must allow DIAC to audit any documents relating to a particular eVisa application.
- 6.7. The Commonwealth shall retain ownership of all scanned documents provided to DIAC in support of the eVisa Application under this Agreement. The Agency shall retain ownership of all documents it produces in support of the eVisa Application.
- 6.8. The Applicant shall retain ownership of all documents owned by the Applicant such as passports, except where DIAC requires original documents to be supplied in support of an eVisa Application. In this case DIAC shall retain ownership of those documents.
- 6.9. Where a Registered User retains documents supporting a visa application, these documents must be stored in a locked cabinet, at the address specified in Attachment A, for a period specified by DIAC or the MARA Code of Conduct, whichever is the longer period.

7. Code of Conduct

- 7.1. All Registered Users must adhere to the Code of Conduct and must comply with the terms and conditions of this Agreement.
- 7.2. Failure to adhere to the Code of Conduct or this Agreement may result in the suspension or termination of the Registered User's access, and of this Agreement, at DIAC's absolute discretion, and without any notice by, or liability of, DIAC to any person.

8. Intellectual Property and Privacy

Intellectual Property

- 8.1. The Commonwealth retains copyright and all other intellectual property in the Facility and all material on the site that is owned or operated by the Commonwealth.
- 8.2. Registered Users must not use material from the Facility without permission of the Commonwealth, except for the purposes of this Agreement.

Privacy

- 8.3. The *Privacy Act 1988* is designed to safeguard personal information collected by Government agencies. The Information Privacy Principles in the Privacy Act must be obeyed by Federal Government agencies, including DIAC, when gathering, processing information about you.

- 8.4.** The terms of this Agreement are governed by the law in force in the Australian Capital Territory (ACT) Australia and any dispute about these terms and conditions or the contents of the Facility are subject to the non-exclusive jurisdiction of the courts of the ACT and their courts of appeal.
- 8.5.** The Commonwealth is not responsible for any costs, losses, damages or expenses arising from:
- a) the use of, or reliance on, any information accessed through the Facility;
 - b) any breach of the terms and conditions of this Agreement by the Registered User;
 - c) misuse of the Facility by the Registered User;
 - d) any failure in performance by the Registered User; and
 - e) the unavailability of the Facility for any reason, including DIAC suspending access at any time for any reason.
- 8.6.** Registered Users accept the terms and conditions of using DIAC's website as outlined in Attachment A.

9. Termination or Suspension of Access

- 9.1.** The Registered User may terminate access by making a written request to DIAC. DIAC will inform the Registered User when this request has been processed.
- 9.2.** DIAC may suspend or terminate a Registered User's access at any time and without any prior notification or liability to the Registered User or any other person. In such circumstances, DIAC will take reasonable steps to inform the Registered User in writing.
- 9.3.** Grounds for termination or suspension include, but are not limited to:
- a) breaches of password security;
 - b) failure to reach and maintain an acceptable approval rate of visas lodged, as determined by DIAC;
 - c) failure to lodge a minimum number of eVisa Applications per year, where this has been set by DIAC;
 - d) unacceptable compliance outcomes as determined by DIAC, including visa cancellation, overstay, or protection visa applications by Applicants for whom the Registered User has made applications;
 - e) continued lodgement of incomplete applications;
 - f) failure to pass DIAC compliance testing;
 - g) the provision of any false or misleading document;
 - h) failure to retain copies of all documents as specified;
 - i) a breach in the Code of Conduct;
 - j) failure to action an eVisa Application related request from DIAC such as a translation or verification of documentation;
 - k) delays in responding to communication from DIAC (including requests for documents);
 - l) DIAC deeming, in its absolute discretion, that a Registered User is not of good standing or character;

- m) the Registered User failing to meet any registration requirements or regulatory laws in their country of operation; or
 - n) repeated breaches of any other provisions of this Agreement which do not give a right to terminate, but the cumulative effect of which amounts to a breach of this Agreement, in the reasonable opinion of DIAC.
- 9.4.** Suspension of access will also occur after a period of inactivity of 90 days. The Registered User may request DIAC to re-activate the access through the Agents Gateway.
- 9.5.** In addition to the rights set out in clause 9.3, DIAC has absolute discretion to terminate or suspend Registered Users without cause. In such circumstances, DIAC shall not be liable to the Registered User or any other person for any costs, expenses, liabilities, damages or losses including (without limitation) loss of profit.
- 9.6.** If the Registered User's registration is terminated or suspended, access to the Facility by the Registered User will be consequently terminated or suspended.
- 9.7.** If a Registered User is suspended or terminated the relevant terms and conditions in the Agreement will survive.

10. Using DIAC website

- 10.1.** The Commonwealth accepts no responsibility for the completeness or accuracy of any of the information contained on or accessed through the Facility and makes no representations about its suitability for any particular purpose. Registered Users should make their own judgments about those matters. To the extent permitted by law, the Commonwealth excludes all liability for loss or damage arising from the use of, or reliance on, the information contained on or accessed through this website whether or not caused by any negligence on the part of the Commonwealth or its agents.
- 10.2.** Information or materials which are offensive, pornographic and unsuitable for minors' access or otherwise of a criminal or violent nature may be accessible through this site whether as a result of hacking or material placed on linked websites. DIAC makes no representations as to the suitability of the information accessible for viewing by minors or any other person.
- 10.3.** Registered Users assume all risks associated with the use of the website, including:
- a) The risk of your computer, software or data being damaged by any virus which might be transmitted or activated via the facility or your access to it; and
 - b) The risk that the content of the Facility and linked websites do not comply with the laws of any country outside Australia.

- 10.4.** The DIAC website is hosted on a web server in Canberra in the Australian Capital Territory (ACT). These terms are governed by the law in force in the ACT and any dispute about these terms or the contents of the website are subject to the exclusive jurisdiction of the courts of the ACT and the courts of appeal from them.
- 10.5.** When you have completed submitting, reviewing and printing a visa application you must press the 'close' button to be returned to the DIAC Home Page. Failure to do this may result in personal information and credit card details being available to unknown third parties.

11. About the information you provide

- 11.1.** DIAC is authorised to collect information provided on visa application forms under the *Migration Act 1958*. The information provided will be used for:
- Assessing eligibility for the application; and
 - Other purposes relating to the administration of the *Migration Act 1958*, for example, to assist migrants with settling in Australia, to monitor the conduct of migration agents, or for ensuring compliance with the Migration Act.
- 11.2.** DIAC has authority under the Migration Act to collect a range of personal identifiers from non-citizens, including visa applications, in certain circumstances. More detailed information is given on the Information form *1243i Your Personal Identifying Information* (available on the DIAC website).
- 11.3.** The information you provide may be disclosed to:
- Agencies who are authorised to receive information relating to:
 - adoption;
 - business skills;
 - citizenship;
 - education;
 - health assessment;
 - health insurance;
 - health services;
 - law enforcement;
 - payment of pensions and benefits;
 - review decisions;
 - regulation of migration agents; and
 - taxation.
 - Any agency of the Commonwealth of Australia, or of a State or Territory, that is responsible for, or otherwise concerned with, the regulation of education providers;
 - The relevant registered education provider(s) who may be told whether or not the visa has been granted.

- 11.4.** The information you provide on the application form, including the results of any tests for Human Immunodeficiency Virus (HIV), will be used to assess the applicants' health for an Australian visa. A positive HIV or other test results will not necessarily lead to a visa being denied, but it may mean that your client's test result(s) will be disclosed to other relevant Commonwealth and State/Territory Health agencies.
- 11.5.** Information Form *933i Safeguarding your personal information* gives details of agencies to which your information may also be disclosed.

12. Agreement

I have read, and agree to, the terms and conditions outlined above in relation to my request for access to the eVisa facility.

Name _____

Signature _____

MARN _____

Logon ID (if allocated) _____

PART THREE: ATTACHMENTS

Student eVisa Applications

Attachment A

Request for Access to AL2-4 Student eVisa Facility

Attachment B

This attachment outlines the additional requirements that are specific to lodging student visa applications (specifically, applications seeking grant of any one of the following visa subclasses 570, 571, 572, 573, 574, and 575). These conditions are in addition to the 'Agreement for Registered Migration Agents to lodge eVisa Applications'.

1. Registration Process

1. If a Registered User operates in one of the trial countries, it is the responsibility of each Registered User to ensure they meet all local registration requirements in:
 - a) the country in which the Applicant resides for the purposes of the eVisa Application; and
 - b) the country in which the Registered User resides or carries on business, if different from (a) above.
2. The forms required to register for the AL2-4 eVisa lodgement are:
 - a) Agreement to lodge eVisas;
 - b) Request for Access to eVisa Facility.
3. All registration forms for AL2-4 eVisa lodgement must be forwarded to the following:
 - evisa.access.mailbox@immi.gov.au
 - fax: (02) 6264 1399
 - eVisa Access Team
Department of Immigration and Citizenship
PO Box 25
Belconnen ACT 2616.

2. Technical Specifications

Registered Users must have the following technical equipment:

Operating System

One of the following:

- Microsoft Windows 98
- Microsoft Windows 2000
- Microsoft Windows XP

DIAC has tested the eVisa system on various platforms including those listed above.

If you are offshore and wish to use eVisa on other platforms please contact the post eVisa Liaison Officer at your nearest Business Centre in the first instance for guidance.

Component	Recommendation
CPU	A Pentium III 750 MHz equivalent or better
RAM	256 Mb or better
VDU	15" SVGA (Super Video Graphics Array) Monitor
Browser	Internet Explorer 6.0, Netscape Navigator or Communicator V4.75 or above.
Security	Support 128 bit encryption
ISP Connection	Broadband capable of 128Kbps upload and download
Flatbed scanner	At least 300dpi by 300dpi with 36 bit colour and appropriate capture software
Adobe Acrobat Reader	Adobe Acrobat Reader version 5 and above may be downloaded via the internet free of charge from the Adobe site. http://www.adobe.com/products/acrobat/readstep2.html

Java Software (Offline option only)

If installing and using the Offline system, the latest Java version will need to be installed. This may be downloaded via the internet from the SUN site.

<http://www.java.com/en/download/manual.jsp>

3. Auditing Procedures

- 3.1. During the term of this Agreement, and for a period of 12 months after its termination, DIAC has the right to carry out an audit at the nominated office in order to verify any aspect of an eVisa Application made by a Registered User.
- 3.2. All individual Registered User processes and eVisa Applications lodged will be subject to audit.
- 3.3. You must provide to DIAC, or its representative, all documents which DIAC considers relevant to eVisa Applications made by you using the Facility, on request by DIAC, within the time period specified by DIAC.
- 3.4. The Agency must allow DIAC access to the Agency's premises during standard business hours for audit purposes.
- 3.5. DIAC may not give notice prior to commencing an audit and it is at the sole discretion of DIAC to determine the date and time of an audit.
- 3.6. Failure to comply with any audit request may result in termination or suspension of the Agency's access and the Registered Users' access. The Agency must nominate an office in one of the specified AL2-4 countries to store documentation for the purposes of an audit and storage of documents (see Storage of documents).

Nominated office for storage of documents and audit purposes:

Name of Agency _____
Street Address: _____

State/Province _____ Post Code _____
Country _____

4. Storage of documents

- 4.1. Registered Users must retain good quality hard copies (clear and legible) of all documents relating to eVisa Applications for a period of 12 months from the date of the decision in respect of the relevant eVisa Application, for auditing and quality assurance purposes.
- 4.2. DIAC may carry out random audits at the Agency's and the Registered User's premises to verify any aspect of the eVisa Applications made using the Facility.
- 4.3. Documents must be adequately stored in a high quality and secure storage facility that is waterproof and vermin free, in a locked cabinet, at a specified address matching that stated in this attachment.
- 4.4. Registered Users must inform DIAC if there is a change in the place where the supporting documentation of eVisa Applications lodged by a Registered User is being stored.
- 4.5. Documents must be filed systematically by month and year of application.

5. Documentation

- 5.1. Registered Users are required to obtain from Applicants all documents required by DIAC to support a valid and proper eVisa Application, including all documents specified in the checklist, before lodging an eVisa Application.
- 5.2. Registered Users are required, at their cost, to provide translations of documents as specified in the checklist for the relevant student visa subclass and assessment level or as otherwise specified in the visa application form.
- 5.3. Registered Users are required to use reasonable efforts to verify the authenticity and validity of all documents.
- 5.4. Registered Users must use the eVisa electronic attachments functionality to attach all Key documents as specified in the checklist immediately after making the eVisa Application.
- 5.5. Where the eVisa electronic attachments functionality is unavailable, Registered Users may send the Key documents as specified in the checklist to the relevant processing centre in Australia by e-mail, together with the application coversheet, immediately after making the eVisa Application.

- 5.6. Processing centres in Australia may make email requests for additional documentation or information from Registered Users relating to any eVisa Application. Registered Users must respond within the timeframe specified by the processing centre.

6. Monitoring

- 6.1. Registered Users participating in the trial will be monitored by DIAC and their continued participation will depend on their cooperation with DIAC and the outcomes achieved for visa applicants and the compliance of students after arrival in Australia.
- 6.2. Those student visa Registered Users who are granted access to the Facility under the Terms and Conditions of the Agreement must meet the following performance standards:
- 6.2.1.1. maintain 90% approval rate by DIAC of all student eVisa Applications
 - 6.2.1.2. maintain acceptable student compliance outcomes as determined by DIAC, where unacceptable student outcomes may include (but are not limited to):
 - unacceptably high rates of visa cancellation;
 - overstay or protection visa applications by students for whom you have made applications; and
 - the provision of fraudulent or misleading documents with applications.
- 6.3. DIAC may pass information about a Registered User's conduct or Agency performance to other regulatory bodies, institutions with whom a Registered User/Agency has contractual or informal arrangements (eg. an Australian education provider) or other professional organisations within Australia and overseas.
- 6.4. DIAC has the sole discretion to determine what information will be passed on to these organisations (for example, audit findings, client complaints or monitoring reports). The information includes information about eVisa Applications and paper lodged applications.

7. Contact Information

- 7.1. The eVisa Liaison Officer, at your nearest DIAC Business Centre, is the first point of contact for Registered Users and Agencies in the different AL2-4 pilot countries.

For enquiries about processing of applications lodged from:

- **India and China:** estudents.adelaide@immi.gov.au
- **Thailand and Indonesia:** estudents.perth@immi.gov.au

For enquiries about policy issues: studentvisa@immi.gov.au

For password resets:

www.immi.gov.au/gateways/agents/feedback/password-reset.htm

Request to access Student eVisa trial Attachment B

Registered Migration Agent Details

Title	Mr	<input type="checkbox"/>	Ms	<input type="checkbox"/>	Other	<input type="checkbox"/>	
Family name	<input type="text"/>						
Given names	<input type="text"/>						
MARN	<input type="text"/>	Logon ID to eVisa Facility	<input type="text"/>				
		<small>(if already issued by the department)</small>					
E-mail Address	<input type="text"/>						
Business Phone	(<input type="text"/>)	Fax	(<input type="text"/>)
Mobile Phone	<input type="text"/>						

Agency Details

Business name	<input type="text"/>					
Business Registration Number	<input type="text"/>					
Office Location of Agency	<input type="text"/>					
	<input type="text"/>					
	<input type="text"/>					
	<input type="text"/>					
	State	<input type="text"/>	Postcode	<input type="text"/>		
Postal Address of Agency (if different)	<input type="text"/>					
	<input type="text"/>					
	State	<input type="text"/>	Postcode	<input type="text"/>		

Agent Declaration

I have signed the Agreement to lodge eVisa Applications (Onshore Users) and request access to the AL2-4 Student eVisa Trial. I have read, and agree to, the terms and conditions in Attachment A in relation to the AL2-4 Student eVisa trial.

Signature of Registered Migration Agent	<input type="text"/>					
	<input type="text"/>	<input type="text"/>	<input type="text"/>			
	Day	Month	Year			