

PP06

Education agent engagement and management policy and procedure

PURPOSE

The purpose of this policy and procedure is to ensure all SCEI's approved Education Agents act ethically, have an appropriate knowledge and understanding of the Australian international education industry, comply with SCEI's policies and procedures and conduct themselves with honesty and integrity at all times.

SCOPE

This policy and procedure applies to:

- All prospective and approved Education Agents
- All staff of SCEI who are responsible for and/or involved in negotiating a contract with Education Agents, monitoring an agent's performance and activities, and conducting and analysing student feedback regarding agents, plus any other tasks related with Education Agents.

DEFINITIONS

Agent	Refers to Education Agent
Applicant	Refers to an individual applying for enrolment in a course of study
Course	A course of study
DHA	Department of Home Affairs
eCOE	electronic Confirmation of Enrolment
Education Agent	A person or organisation (in or outside Australia) who recruits overseas students and refers them to education providers. In doing so, the education agent may provide education counselling to overseas students as well as marketing and promotion services to education providers.
electronic Confirmation of Enrolment	A document, provided electronically, which is issued by the registered provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the registered provider

Genuine, quality student	Genuine, quality student is a student with relevant educational background, sufficient English Language proficiency level, access to sufficient funds for the duration of study, has a genuine desire to learn and complete the nominated course with the expected duration, with a solid history of previous study without sanctions or disciplinary actions.
Institute	Southern Cross Education Institute
International student	A person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act, but does not include students of a kind prescribed in the ESOS Regulations
National Code	National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, 2018
PRISMS	Provider Registration and International Students Management System
Registered Providers	The process whereby a provider is recommended by a designated authority for registration under the ESOS Act to provide a specified course in that state to overseas students; and the provider is registered by the Secretary of DEST on CRICOS
SCEI	Southern Cross Education Institute

POLICY

1. SCEI will only appoint an Education Agent whose company is a registered business in the relevant country.
2. SCEI will only appoint Education Agent who will:
 - a. declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
 - b. observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
 - c. act honestly and in good faith, and in the best interests of the student
 - d. have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
3. All prospective Education Agents are appointed through a comprehensive recruitment process.
4. SCEI will enter into a written agreement with the education agents and maintain the education agent's details in PRIMS as well as the Third Party Service Arrangement notification to ASQA.
5. SCEI will monitor the activities of their Education Agents and conduct an annual performance review; ensuring only reputable Education Agents are engaged by SCEI for the recruitment of genuine, quality students.
6. SCEI will not recruit any education agent if it is aware of or reasonably suspects the Education Agent to be any of the following:
 - a. providing migration advice, unless that education agent is authorised to do so under the Migration Act
 - b. engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered

providers
under Standard 7 (Overseas student transfers)

- c. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
- d. using PRISMS to create CoE's for other than bona fide students

PROCEDURE

1. Appointing Education Agents

- 1.1. All prospective Education Agents must complete and submit a **FOR26 Agent Application form** located on the SCEI website to the Business Development Manager with the following documents:
 - 1.1.1. Business registration certificate (certified)
 - 1.1.2. Company profile and or business plan
 - 1.1.3. Two referees
- 1.2. The Education Agents application is assessed by the Business Development Manager on the basis of the:
 - 1.2.1. National Code Standard 4 - Educational Agents
 - 1.2.2. Reference checks
 - 1.2.3. Any previous and/or current dealings with other Australian education provider/s
 - 1.2.4. Check SCEI's Education Agent database to see if the applicant has been appointed in the past and/or agent agreement terminated.
 - 1.2.5. Outcomes of the reference checks are recorded on **FOR33 Agent Reference form**.
- 1.3. If the Education Agent's application is approved the Business Development Manager will prepare the Agent Agreement and forward the Agreement to the CEO or delegate for review. Only after the approval by the CEO or delegate can the Agent Agreement be sent to the approved Education Agent. The approved Education Agent will be given five (5) working days to return the signed Agent Agreement to the Business Development Manager.
- 1.4. Upon receiving the signed Agent Agreement, the Business Development Manager and CEO or delegate will sign the Agent Agreement.
- 1.5. A copy of the executed Agent Agreement will be sent to the approved Education Agent with the following documents attached:
 - 1.5.1. Education Agent Handbook
 - 1.5.2. Student Handbook/Pre-arrival Guide
 - 1.5.3. International Student Brochure: Course Guide
 - 1.5.4. Relevant course marketing material
 - 1.5.5. Approved Education Agent Certificate
- 1.6. SCEI will not enter into an Agent Agreement with any Education Agent if it is aware of or reasonably suspects the Education Agent to be any of the following:
 - 1.6.1. Engaged in, or to have previously been engaged in dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers

- under Standard 7 (Transfer between registered providers)
- 1.6.2. Facilitating the enrolment of a student who the Education Agent believes will not comply with the conditions of his or her student visa
 - 1.6.3. Using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student
 - 1.6.4. Providing immigration advice where not authorised under the Migration Act 1958
- 1.7. Business Development Manager will notify ASQA via the Third Party Service Arrangement notification about the appointment of Education agent within 30 days of the agreement and enter details in PRISMS.
 - 1.8. Where the Education Agent's application is not approved, the details will be recorded on the Prospective Agent database for future reference.

2. Agent Agreement

- 2.1. All persons approved as an Education Agent shall be required to sign an Agent Agreement prior to undertaking any marketing activities and student recruitment on behalf of Southern Cross Education Institute.
- 2.2. All persons approved as an Education Agent shall be required to sign an Agent Agreement prior to undertaking any marketing activities and student recruitment on behalf of Southern Cross Education Institute. The agreement will contain the following:
 - 2.2.1. SCEI's responsibilities, including for compliance with the Education Services for Overseas Students Act 2000 (ESOS Act) and National Code 2018; RTO Standards 2015
 - 2.2.2. Education agent's responsibilities including the requirements of the education agent in representing the SCEI;
 - 2.2.3. SCEI's processes for monitoring the education agent's activities and ensuring the education agent gives overseas students accurate and up-to-date information;
 - 2.2.4. the corrective actions that may be taken and the grounds for termination of the written agreement with the education agent; and
 - 2.2.5. the circumstances in which information about the Education agent and SCEI may be shared by the SCEI and Commonwealth or state and territory agencies.
 - 2.2.6. Details of arrangement for commission and fee retained by Education agent
 - 2.2.7. Start and end date of agreement
 - 2.2.8. clauses requiring the third party to cooperate with ASQA and to provide accurate responses to requests about provision of services, the specific statement would be:
 - 2.2.9. Education Agent will cooperate with the ASQA and other regulatory bodies:
 - 2.2.10. by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and
 - 2.2.11. in the conduct of audits and the monitoring of its operations
- 2.3. The Agent Agreement will be signed for one year only and will be reviewed annually to renew the agreement.
- 2.4. The termination date on the agreement will be assigned according to the table 1:

No.	Agent Agreement Signed between	Agent Agreement Termination Date (next year)
1	1 st January to 31 st March	31 st March
2	1 st April to 30 th June	30 th June
3	1 st July to 30 th September	30 th September
4	1 st October to 31 st December	31 st December

- 2.5. All approved Education Agents with an executed Agent Agreement shall be paid an agents fee as outlined in their specific Agent Agreement.
- 2.6. All Education Agents will have access to up-to-date and accurate marketing and course information.
- 2.7. The conditions and authorisation to promote SCEI and its services relate to the Education Agent named in the Agent Agreement only. Any sub-contractors or employees of the Education Agent must be authorised by SCEI.
- 2.8. The original signed executed Agent Agreement shall be kept in the SCEI Agent File and the agent shall receive a copy.
- 2.9. Where an Education Agent is contracted with SCEI for a specific purpose as a one-off arrangement, an Agent Agreement must be executed. In such circumstances, commissions as specified in the Agent Agreement are paid to the Education Agent and recorded in the 'One-off Education Agent' spreadsheet and filed in the Agent File.
- 2.10. Approved Education Agents will be recorded in the SCEI Education Agent database as well as reported to the regulators via the Third Party Service Arrangement notification form within 30 days.

3. Education Agent Code of Conduct

- 3.1. An approved Education Agent must not:
 - 3.1.1. Engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study
 - 3.1.2. Facilitate applications for prospective students who do not comply with visa requirements
 - 3.1.3. Provide prospective students with 'immigration advice' as defined in the Migration Act 1958 unless the Education Agent is separately registered under that Act
 - 3.1.4. Give a prospective student inaccurate information about:
 - 3.1.4.1. the course fees payable to Southern Cross Education Institute
 - 3.1.4.2. his or her acceptance into a course of study
 - 3.1.5. Receive or bank the course fees payable to Southern Cross Education Institute by a prospective student or deduct any amount from the course fees payable by the prospective student
 - 3.1.6. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa
 - 3.1.7. Engage in false or misleading advertising or recruitment practices
 - 3.1.8. Make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between Southern Cross Education Institute and other education providers
 - 3.1.9. Undertake any advertising or promotional activity about the courses or Southern Cross Education Institute without the prior written consent of Southern Cross Education Institute.
 - 3.1.10. Commit Southern Cross Education Institute to accept any prospective student into a course
 - 3.1.11. Use or access PRISMS:
 - 3.1.11.1. without the prior written consent of Southern Cross Education Institute
 - 3.1.11.2. to create a confirmation of enrolment for other than a bona fide student
 - 3.1.12. Use any registered or unregistered marks without the prior written consent of Southern Cross Education Institute
 - 3.1.13. Actively recruit, or attempt to recruit, prospective students that the representative knows to have engaged the services of another official representative of Southern Cross Education Institute
 - 3.1.14. Sign or encourage or allow others to sign official documents on behalf of a prospective student.

The student's signature that appears on all official documents must be the same signature as that which the prospective student used when signing the Southern Cross Education Institute's FOR24 Application to Study Form

4. Education Agent Training and Support

- 4.1. SCEI will nominate a designated Business Development Officer (BDO) for each approved Education Agent as a point of contact. The nominated BDO will ensure that all Education Agents receive:
 - 4.1.1. an Education Agent Handbook
 - 4.1.2. an induction to SCEI's website and enrolment procedures
 - 4.1.3. up-to-date and accurate information from the SCEI's website (downloadable content) or a hard copy (upon request)
- 4.2. BDO's will maintain regular contact with approved Education Agents by phone, written communications and visits to the Education Agent's office (within Australia).
- 4.3. Where a non-compliance (with legislation, National Code or SCEI policies) has been identified, during the monitoring of the Education Agent, the Education Agent in question will receive training or additional information by SCEI.
- 4.4. Education Agents are encouraged to complete the Education Agent Training Course or to be trained by SCEI staff.
- 4.5. Training to Education Agents will be conducted at regular intervals by the Business Development Manager, Campus Manager or Business Development Officers.

5. Monitoring Education Agent Activities

5.1 To ensure that SCEI is using reputable Education Agents, SCEI will undertake a monitoring process on annual according to the following table:

No.	Agent Agreement Termination Date Between	Performance Review Month
1	1 st January to 31 st March	March
2	1 st April to 30 th June	June
3	1 st July to 30 th September	September
4	1 st October to 31 st December	December

5.2. The monitoring process will include:

- 5.2.1. All Education Agents must submit a report of their activities annually using FOR19 Agent Activity Report. This report is to outline the promotional activities that have been undertaken on behalf of SCEI and include any students that have been contacted or recruited to enrol with SCEI. The Business Development Manager will review the annual reports submitted by Education Agents. Reports will be filed in the SCEI Agent File and contribute to the annual performance review.
- 5.2.2. The Business Development Manager will undertake a review of Education Agents whose Agent Agreement is due to expire or as per the terms in the Agent Agreement. The Business Development Manager will commence this process in the month according to table 2.
- 5.2.3. All Education Agents will be required to conduct a face-to-face or web-based meeting (e.g. Skype) with the Business Development Manager and relevant Business Development Officer at least

annually, with the meeting minutes filed in the Agent File. The meeting will cover:

- 5.2.3.1. Current practices
- 5.2.3.2. Marketing materials being used
- 5.2.3.3. Discuss any issues or concerns
- 5.2.3.4. Advising the Education Agent of any changes to SCEI's policies and procedures, entry requirements, course offerings, fees and charges and admission processes.

5.3. All Education Agents will have an annual performance review that includes:

- 5.3.1. Review of their performance against their KPI's, the benchmarks documented in the Agent Agreement and the National Code
- 5.3.2. Upon arrival at SCEI, new students who have enrolled through an approved Education Agent are asked to complete **FOR12 New Students Agent Feedback form**, included in the Student Orientation Pack. This form provides direct feedback concerning students' opinions and experience with their Education Agent. SCEI will collect, collate and analyse the data to contribute to the performance review
- 5.3.3. Analysis of **FOR19 Agent Activity Report** submitted annually by the Education Agent

5.4. Outcomes of the Education Agent's performance review process may include:

- 5.4.1. Education Agent's with satisfactory to exemplary performance throughout the year will have their Agent Agreement renewed and an incentive may be provided. This incentive may be in the form of an increase in commission, bonuses, specials or gifts.
- 5.4.2. Where the performance of the Education Agent is unsatisfactory or they have not abided by regulatory requirements, the course of action may include one of the following depending on the individual case:
 - 5.4.2.5. issuance of up to three warning letters
 - 5.4.2.6. non-renewal of Agent Agreement
 - 5.4.2.7. termination of Agent Agreement

6. Terminating the Agent Agreement

- 6.1. Where through the performance review process the Education Agent has areas of practice to improve, the Business Development Manager is responsible for ensuring there is an improvement of practice and will offer support, training or counselling to the agent.
- 6.2. Where any practices of the Education Agent are identified as being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training, the Southern Cross Education Institute shall take immediate action.
- 6.3. SCEI will take the following actions prior to terminating an Agent Agreement:
 - 6.3.1. If it is established that an agent is deemed to be incompetent in their performance or in severe breach of any items stipulated in the Agent Agreement the Business Development Manager will issue a series of warning letters.
 - 6.3.2. In the first instance an **Agent 1st Warning Letter** will be sent to the Education Agent. This letter will inform the Education Agent where and how they need to improve their performance. The Education Agent has ten (10) working days to respond in writing. The warning and letter and the Agent's response are filed in the SCEI Agent's File.
 - 6.3.3. If the Education Agent's performance is still not satisfactory, then the Agent will receive a **2nd Warning Letter** and be provided with ten (10) working days to respond in writing. The warning and letter and the Agent's response are filed in the SCEI Agent's File.
 - 6.3.4. If the Education Agent's performance continues to be unsatisfactory, then the Agent will receive a **3rd Warning Letter** and be provided with ten (10) working days to respond in writing. The warning and letter and the Agent's response are filed in the SCEI Agent's File.
 - 6.3.5. If the Education Agent's performance continues to be unsatisfactory, despite the issuance of three

warning letters and the opportunities to improve, the Education Agent will be issued with a **LET21 Notification of Termination of Agent Agreement** letter. The Education Agent has ten (10) working days to reply in writing.

- 6.3.6. When an Education Agent has been deemed to be in severe breach of an item stipulated in the Agent Agreement or Regulatory requirement a **LET27 Agent Breach and Cancellation Notice** is issued to the Education Agent and they have ten (10) working days to respond in writing.
- 6.3.7. With each warning letter or notification, the Education Agent will be requested to meet with the Business Development Manager and/or legal counsel and/or CEO to discuss the situation and their proposed actions for improvement. These meetings will be recorded and filed in the SCEI Agent File.
- 6.3.8. It is at the discretion of the CEO, Business Development Manager and/or Legal counsel to decide whether the Education Agent's response justifies the situation in question and the resulting action.
- 6.3.9. Southern Cross Education Institute supports an Education Agents right to appeal in all instances listed above. Education Agents must address their appeal in writing with any supporting documentation to the Business Development Manager within ten (10) working days of the date of the letter or notification.

RELATED DOCUMENTS

- Agent 1st Warning Letter
- Agent 2nd Warning Letter
- Agent 3rd Warning Letter
- Education Agent Handbook
- FOR12 New Students Agent Feedback form
- FOR19 Agent Activity Report form
- FOR24 Application to Study form
- FOR26 Agent Application form
- FOR33 Agent Reference form
- LET21 Notification of Termination of Agent Agreement
- LET27 Agent Breach and Cancellation Notice

LEGISLATIVE CONTEXT

- Education Services for Overseas Students Act 2000
- Migration Act 1958
- Migration Regulations 1994
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018): Standard 4 – Educational Agents
- Standards for Registered Training Organisations (RTOs) 2015: Clauses 2.3 – 2.4

RESPONSIBILITIES

Responsibility for implementation of the policy and procedure are:

- Chief Executive Officer
- Campus Manager

- Compliance Manager
- Business Development Manager
- Business Development Officers

Responsibility for monitoring the implementation and compliance of this policy and procedure are:

- Business Development Manager
- Compliance Manager

Author	Compliance Manager
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