

Policy & Procedure

Education Agents

Purpose

The purpose of this Policy & Procedure (P&P) is to ensure that the education agents engaged by the RTO act ethically, honestly, and in the best interests of overseas students in order to uphold the reputation of Australia's international education sector.

This P&P will also ensure that our intending students will benefit from the monitoring strategies of the RTO and from RTO's ability to terminate agreements with education agents who engage in false or misleading recruitment practices.

Scope

Recruitment, Management and Termination of Education agents

Inputs

Standards for RTOs 2025

2.1 Standard 2.1

Outcome Standard

1. VET students have access to clear and accurate information concerning the organisation, the relevant training product, and students are made aware of any changes that may affect them.

Performance Indicators

1. An NVR registered training organisation demonstrates:
 - a. all information provided to VET students by the organisation or any third parties is clear, accurate and current;
 - b. how it identifies which information VET students require prior to their enrolment and how that information is communicated to VET students prior to their enrolment;
 - c. the following information is easily accessible by VET students:
 - I. the training product code and title, duration, modes of delivery, training delivery location, training commencement dates, scheduling, any requirements to commence or complete the training product including assessment requirements, whether any licencing or occupational licence requirements apply, and details of any third party arrangements that apply to the delivery of the training;
 - II. the training support services and wellbeing support services that are available to the VET student, and how the student can access those services;
 - III. all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies; and
 - IV. any obligations or liabilities which may be imposed on VET students undertaking the training product, including any obligations requiring VET students to acquire any materials, equipment or IT, any costs and processes associated with withdrawing from training, any costs and processes associated with obtaining a Student Identifier, and any requirements for VET students to undertake work placements;
 - d. the organisation provides all VET students with documentation prior to their enrolment or before any fees are required to be paid which sets out:
 - I. the training which the organisation or third parties will provide the VET student;
 - II. all fees, costs and charges which the VET student will be required to pay; and
 - III. any obligations or liabilities which may be imposed by the organisation or third parties on the VET student; and

- e. that it informs VET students, as soon as practicable, of any changes to training products or the organisation's operations that may affect VET students, including any changes relating to the transition of superseded, deleted, or expired training products.

2.2 Standard 2.2

Outcome Standards

1. VET students are advised, prior to enrolment, about the suitability of the training product for them, taking into account the student's skills and competencies.

Performance Indicators

1. An NVR registered training organisation demonstrates:
 - a. taking into account the requirements of the training product - it has procedures in place to review, prior to enrolment, the skills and competencies of prospective VET students, including their language, literacy and numeracy proficiency and digital literacy; and
 - b. based upon the outcome of the review - it provides advice to each prospective VET student about whether the training product is suitable for them.

Compliance Standards - Information and Transparency

Marketing and advertising

1. An *NVR registered training organisation* must ensure any advertisements or marketing materials published or disseminated by the organisation, a *third party* or an expert engaged by the organisation:
 - a. include the organisation's *registration code* or a link to the part of the *National Register* where the organisation's registration code is located;
 - b. where the advertisements or marketing materials refer to the organisation's *services* - accurately represent those services, including by distinguishing the types of *training* and *assessment* that will result in the issuance of *AQF certification documentation* from any other training and assessment delivered by the organisation or a *third party*;
 - c. include accurate information regarding any *financial support arrangements* available in respect of the services referred to in the advertisements or marketing materials; and
 - d. do not refer to or imply a connection with another person unless the consent of that person has been obtained.

Note: Section 2C of the Acts Interpretation Act 1901 provides that the term "person" includes a body politic or corporate as well as an individual.

2. Where the advertisements or marketing materials refer to a training product, an NVR registered training organisation must ensure the advertisements or marketing materials:
 - a. include the code and title of the *training product* as published on the National Register;
 - b. accurately represent the training products on the organisation's *scope of registration*;
 - c. only refer to a training product that is no longer current while it remains on the organisation's scope of registration and new enrolments are permitted; and
 - d. only represent that completion of a training product will lead to a licensed or regulated outcome where this has been confirmed by the relevant *industry regulator*.
3. Where advertisements or marketing materials refer to services that an NVR registered training organisation has engaged an expert or third party to deliver - the organisation must ensure the advertisements or marketing materials identify which services will be delivered by the expert or third party, including where an expert or third party is:
 - a. recruiting prospective VET students on behalf of the organisation; or
 - b. delivering training and assessment on behalf of the organisation.

Compliance Standards - Accountability

Third party arrangements

1. An NVR registered training organisation must ensure that where services are delivered by a third party on the organisation's behalf, the provision of the services is governed by a written agreement that:
 - a. is entered into by the organisation and third party as soon as reasonably practicable prior to the third party delivering any of the services set out in the agreement;
 - b. requires the third party to cooperate with the National VET Regulator where the Regulator conducts any audit of the NVR registered training organisation's operations;
 - c. requires the third party to provide accurate responses to requests for information from the Regulator relevant to the third party's delivery of the services;
 - d. prohibits the third party from:
 - i. using the NRT logo;
 - ii. using the organisation's branding;
 - iii. issuing any AQF certification documentation; and
 - e. contains the following particulars:
 - i. the business or trading names of the parties to the agreement;
 - ii. the dates on which the agreement will commence and end;
 - iii. all the parties' obligations concerning the delivery of the services; and
 - iv. an entitlement for the organisation to regularly monitor the quality of the services being delivered by the third party.
2. An NVR registered training organisation must notify the National VET Regulator of any written agreement made pursuant to subsection (1) within:
 - a. 30 calendar days of the agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and
 - b. 30 calendar days of the agreement ending

National Code 2018 Standard 4 - Education agents.

- 4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it and enter and maintain the education agent's details in PRISMS.
- 4.2 The written agreement must outline:
 - 4.2.1 the responsibilities of the registered provider, including that the registered provider is responsible at all times for compliance with the ESOS Act and National Code 2018
 - 4.2.2 the registered provider's requirements of the agent in representing the registered provider as outlined in Standard 4.3.
 - 4.2.3 the registered provider's processes for monitoring the activities of the education agent in representing the provider and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services.
 - 4.2.4 the corrective action that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Standard 4.4.
 - 4.2.5 the registered provider's grounds for termination of the registered provider's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5.
 - 4.2.6 the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.
- 4.3 A registered provider must require its education agent to:



- 4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
 - 4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
 - 4.3.3 act honestly and in good faith, and in the best interests of the student
 - 4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
 - 4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
 - 4.6.4 using PRISMS to create COEs for other than bona fide students.
- 4.4 Where the registered provider becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.
- 4.5 Where the registered provider becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices, the registered provider must immediately terminate its relationship with the education agent or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
- 4.6 The registered provider must not accept students from an education agent if it knows or reasonably suspects the education agent to be:
- 4.6.1 providing migration advice, unless that education agent is authorised to do so under the Migration Act
 - 4.6.2 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)
 - 4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
 - 4.6.4 using PRISMS to create COEs for other than bona fide students.

ESOS Act - Section 21a

21A Obligations relating to the agents of registered providers

(1) A registered provider must:

- (a) maintain a list of all the provider's agents; and
- (b) publish that list:
 - (i) on its website; and
 - (ii) in any other manner prescribed by the regulations; and
- (c) comply with any requirements of regulations made for the purposes of subsection (2).

Note: If a registered provider breaches this section, the ESOS agency for the provider may take action under Division 1 of Part 6 against the provider.

Requirement

The RTO is to ensure that the education agents engaged by the RTO act ethically, honestly and in the best interests of overseas students in order to uphold the reputation of Australia's international education sector. The RTO is to ensure that where services are provided on its behalf by a third party the provision of those services is the subject of a written agreement.

The RTO is to have sufficient strategies and resources to systematically monitor any services delivered on its behalf and uses these to ensure that the services delivered comply with these Standards at all times.

Standard 4 - Accurate and accessible information about an RTO, its services and performance is available to inform prospective and current learners and clients.

Information about the RTO, its services and performance disseminated on the RTO's behalf, is both accurate and factual

The RTO must make it clear where a third party is recruiting prospective learners for the RTO on its behalf.

The RTO must inform the VET Regulator of any written agreements entered into with a third party or ended within 30 calendar days.

Reference Documentation

Other reference documentation which relates to this P&P includes:

- Australian International Education and Training - Agent Code of Ethics

Tools & Templates

This P&P is supported by the Tools & Templates identified at each stage in the process.

Policy

Recruitment of Agents

IIA will only work with reputable education agents who have appropriate knowledge and understanding of the Australian international education industry.

IIA will only engage agents who have completed the Australian education agents Training Course (AEATC) offered by PIER (Professional International Education Resources) or a recognised equivalent and belong to a professional association representing education agents where one exists.

IIA will only engage agents who are Fit and proper to provide recruitment services and IIA will require all agents to complete and submit ASQA Fit and proper declaration prior to signing the agent agreement.

Written Agreements

IIA develops and implements a written agreement with each education agent that is engaged to recruit students on its behalf. All written agreements are recorded in the Education Agent Agreements Register.

Written agreements will specify all of the following:

- IIA responsibilities, including that IIA is responsible at all times for compliance with the Standards for Registered Training Organisations, ESOS Act and National Code 2018.
- IIA requirements for agents who represent them, including the requirement to:
 - declare in writing and take reasonable steps to avoid conflicts of interests with duties as an education agent of IIA.
 - observe appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students.
 - act honestly and in good faith, and in the best interests of the student.
 - have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
- IIA processes for monitoring the activities of education agents in representing the provider, and ensuring the education agent is giving students accurate and up-to-date information on IIA services
- corrective action that may be taken by IIA if an education agent does not comply with its obligations under the written agreement.
- IIA grounds for termination of the registered provider's written agreement with the education agent.
- the circumstances under which information about the education agent may be disclosed by IIA and the Commonwealth or state or territory agencies.

A list of education agents with whom IIA has a written agreement will be included on IIA's website. As a minimum this information will include the agency name, name of the principal agent, legal entity, and street address.

IIA will advise ASQA of the third-party arrangements in place with education agents:

- Within thirty days of an agreement commencing.
- Within thirty days of an agreement coming to an end

Monitoring of Agent's activities

The Agent must participate in a range of activities undertaken by Provider to review the performance of the Agent.

As a result of monitoring activities or following the review, the Provider may take corrective and preventative actions or action termination of this agreement in accordance with its documented Procedures and Policies.

Monitoring of Agents include:

- Documented face to face meetings and/or teleconferences with agents. At least every six months.
- Analysis of quality and quantity of applications on behalf of prospective students
- Analysis of conversion rates from lodging applications to studying at Provider.
- Document on the agent's file instances where students claim to have been misinformed about their studies at Provider - all such instance will be discussed with the Agent. It should be expected that repeat performances the same issue may result in a warning and /or termination of this agreement.
- Document on the agent's file instances where the agent has shown a lack of knowledge of student visa requirements or other matter relating to the student's stay in Australia. All such instance will be

discussed with the Agent. It should be expected that repeat performances the same issue may result in a warning and /or termination of this agreement.

- Survey current and prospective students about the information provided to them by the education agent and the level of assistance given to the student to assist them in travelling to Australia.
- All students will be provided with a survey/feedback to complete about their dealings with the agent before or during Orientation. This feedback is to be given to the Compliance Manager for appropriate action.
- Offshore / non-local agents will be contacted by phone a minimum of 6 monthly.
- Agents are required to report their activity on behalf of the college 6 monthly (in writing) and complete a written survey annually.
- Agents will be monitored, and all grievances / complaints will be followed up as a matter of urgency.
- Education Agents will not have access to PRISMS on our behalf.
- Education Agents are not authorised to receive money on our behalf.
- IIA requires that all agents participate in the 'Education Agent Training Course' online.
<https://www.icef.com/academy/courses/education-agent-training-course-eatc/>

IIA will report back to agents during the period of the written agreement to provide feedback on the agent's performance.

Feedback will be discussed and documented in the agent's file and where corrective or preventative action is required, the agent will be informed of this in writing. Where corrective and/or preventative action is required, the agent will be required to demonstrate that this action has been implemented within 2 weeks of receiving the notice. If the agent does not implement the action required, their agreement will be terminated.

Procedure

Marketing Materials

Education agents will be provided with current and accurate marketing information that meets the requirements of IIA's Marketing and Advertising Policy.

Process new education agent application

Provide information to potential education agents.

- Email or post potential education agents with the *Education Agent Application Form* for completion including the following material:
 - IIA prospectus
 - Marketing materials / brochures and pamphlets.
 - *Education Agent Code of Ethics*

Assess application from agent.

- Acknowledge receipt of application via email.
- Review and assess application form.
- Where the application is incomplete, inform the agent of the additional information required otherwise the application will no longer be valid.
- Consider information in application and complete two reference checks.
- Assess application based on the responses from referees, the location that the agent will recruit from, the demonstrated understanding of Australian laws regarding student recruitment and agent experience in the recruitment of international students.

Tools & Templates

- *Education Agent Application Form*
- *Australian International Education and Training - Agent Code of Ethics*
- *Education Agent Agreement*
- *Education Agent Agreement Register*
- *Education Agent Reference Check Form*

Output

- Approve or refuse application.
- Notify agents in writing of the decision to approve or not approve the application and including reasons where the application is declined.

Responsibility: Marketing Manager

Confirm agreement

Confirm agreement with new education agent.

- Email or handover written agreement to agent for signing. Agent will then sign and sent the signed copy back either via email or handover. The agreement will be valid for **24 months**.
- Following receipt of signed agreement, send certificate as evidence of registration with IIA to be displayed in agents' offices to indicate to prospective students that they have a written agreement with IIA.
- Add approved agent to *Education Agent Agreements Register*.
- Add approved agents to IIA list of approved education agents and publish on IIA web site.
- Enter details of education agent into PRISMS. Ensure details are always maintained in the event of changes. (within 30 days of completed agreement acceptance)
- Enter details of education agent into ASQANET (within 30 days of completed agreement acceptance)

Report new or ended third party agreements.

- Refer to *Policy and procedure Interaction with ASQA*.

Renew existing agent agreements.

- For existing education agents and subject to effective performance, provide copies of renewed agreements for signing. Existing agreements will generally be renewed for a further 24 months.
- Update *Education Agent Agreements Register*.

Tools & Templates

- *Education Agent Agreements Register*
- *Interaction with ASQA policy and procedure*

Output: Updated *Education Agent Agreements Register*

Responsibility: Marketing Manager

Induct new agents.

Inducting Agents

- Provide an induction regarding IIA's course offerings.
- Provide an overview of IIA's current marketing.
- Discuss student enrolment and selection process.
- Provide approved marketing materials and discuss process for updating any revised marketing materials.
- Discuss and clarify National Code 2018 requirements and IIA's Education Agent Policy & Procedures.
- Confirm dates for review of Agreement and targets to be achieved.

Provide up to date information to agents.

- Provide up to date information to agents through:
 - Agents will be getting regular emails when there are any updates in IIA regarding but not limited to promotions, new courses, updates in fee structures, package courses etc.
 - Emails, phone calls, text messages or other informal communications regarding specific student issues
 - Delivering seminars and marketing events with agents when IIA representatives are available in the agent's region.
 - Publishing content on IIA's website and social media profiles
- Provide up to date marketing information to agents each time marketing information is updated.
- Send updated marketing information via email or post.
- Where the web site is updated, email agents with a link to the updated web site and provide a summary of changes.
- Check that emails have been received from all agents confirming that they are using new versions and have removed, taken down or destroyed previous versions.
- Follow up agents who have not sent this email confirmation to ensure they send it immediately.

Monitor education agents.

Implement monitoring procedures as per written agreement including:

- Documented face to face meetings and teleconferences with agents at least every six months.
- Analysis of quality and quantity of applications on behalf of prospective students
- Analysis of conversion rates from lodging applications to studying at IIA.
- Requirement for a quarterly report documenting the number of students interviewed by the agent either in their offices or at other venues such as education fairs.
- Documenting on the agent's file instances where students claim to have been misinformed about their studies at IIA.
- Documenting on the agent's file instances where the agent has shown a lack of knowledge of student visa requirements or other matter relating to the student's stay in Australia.
- Surveying current and prospective students about the information provided to them by the education agent and the level of assistance given to the student to assist them in travelling to Australia. Surveys to be done via agent survey form.

If at any time, monitoring procedures show that the agent is not meeting the terms as specified in the written agreement, investigate the issue as shown below.

Where an agent is meeting the terms as shown in the written agreement, provide written feedback to agent indicating such.

Tools & Templates: Agent Survey form

Output

- Agents' orientation conducted.
- Updating agent with current information on marketing and student recruitment
- Agent interaction activities monitored.

Responsibility: Marketing Manager

Investigate agents who are not meeting the terms of their agreement.

Investigate agents who are not meeting the terms of their agreement.

- Seek feedback from the agent on the issue.
- Discuss issue with CEO and decide on action as follows:
 - Where it is considered that there was no breach of the agreement, write to agent confirming this.
 - Where corrective or preventative action is required, inform agent in writing of breach and action required and timelines.
 - Where breach is considered to be major, inform agent of the reasons, terminate agreement and report to DHA and DET. Remove agent from register.

Output

- Where an agent is required to implement corrective or preventative action, monitor agent to ensure that actions are implemented according to agreed timelines. If actions are not implemented, terminate the agreement as above.
- Keep all documentation on file.

Responsibility: Marketing Manager / CEO

Key Performance Indicator:

The effectiveness of this P&P will be measured by the quality of the education agents engaged by IIA. This will be determined by the monitoring strategies of Institute and its ability to terminate agreements with education agents who engage in false or misleading recruitment practices.

Version history

Version	Date	Description of modifications
1.0	January 2024	Initial Draft
2.0	August 2024	Final
3.0	July 2025	Reviewed and updated as per revised standards