

# **Education Agent Policy**

<b>Document Name</b>	Education Agent Policy		
<b>Approved by:</b>	Board of Directors	<b>Date of Review</b>	Feb 2025
<b>Responsible Officer</b>	Education Centre of Australia's Institute of Higher Education (ECA-IHE) Head of Recruitment		
<b>Document No:</b>	ECA P&P – ESOS 4 – 03.03 – 2024.4		
<b>Applicable to</b>	<p>All staff, contractors and Education Agents who recruit students on behalf of the Education Centre of Australia International Higher Education (ECA IHE):</p> <ul style="list-style-type: none"> <li>• Asia Pacific International College Pty Ltd ABN 48 061 01 488 (CRICOS Provider Code 03048D)</li> <li>• ECA Higher Education Institute Pty Ltd ABN 31 627 475 790 (CRICOS Provider Code 03932J)</li> <li>• Higher Education Leadership Institute Pty Ltd ABN 71 606 961 451 (CRICOS Provider Code 03845H)</li> </ul>		
<b>Related Documents</b>	<p>ECA-IHE Education Agent Agreement</p> <ul style="list-style-type: none"> <li>• Asia Pacific International College Pty Ltd website</li> <li>• ECA Higher Education Institute Pty Ltd website</li> <li>• Higher Education Leadership Institute Pty Ltd website</li> </ul> <p>ECA-IHE Marketing Policies and Procedures ECA-IHE Policies and Procedures (Recruitment, Enrolment, Complaints and Appeals)</p>		
<b>Relevant Legislation and References:</b>	<p>Australian International Education and Training Agent Code of Ethics Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017 Education Services for Overseas Students Act 2000 (ESOS Act 2000) Education Services for Overseas Students Regulation 2019 Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011 Higher Education Standards Framework (Threshold Standards) 2021 Migration Act 1958 and Migration (Education) Act (2007) Modern Slavery Act 2018 National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 2018) Privacy Act 1988 Tertiary Education Quality and Standards Agency Act 2011</p>		
<b>Version</b>	<b>Change description</b>	<b>Approved</b>	<b>Effective Date</b>
	Policy developed		30 July 2013
	Policy reviewed and updated.	PEO	Jan 2018
03.02_2019.02-2019.02.11_Final	Updated to include changes to the ESOS legislation	PEO	February 2019
v2019.02_Final	Reformatted	COO	July 2019
V2020v1.0	Reviewed and updated to ensure alignment with regulatory requirements and consistency of language	COO	March 2020
V2020v1.1	Inclusion of Section 9: Suspension	COO	June 2020
V2022v2.0	Major revision, including open ended contracts for Representatives	COO	January 2022
V2024v1.0	Reviewed and updated section 1 to include the University of Canberra, University of Tasmania and University of the Sunshine Coast	COO	April 2024
V2025v1.0	Comprehensive Review to align with National Standards and TEQSA Guidelines	BOD	28 February 2025

## DEFINITIONS

<b>Addendum:</b>	An addendum is an agreed-upon change signed by all parties to the original Agent Agreement. It details the specific terms, clauses, sections, and definitions to be changed in the original agreement but otherwise leaves it in full force and effect.
<b>Education Agent – “Agent”</b>	A person or organisation approved by ECA IHE with authority to promote its programs and services to students or prospective students within the agreed terms outlined in the International Education Agent Agreement.
<b>Agent Agreement:</b>	Agreement between ECA IHE and the Agent, including the Schedules.
<b>ECA-IHE Head of Recruitment:</b>	The Head of Recruitment is a senior manager of ECA-IHE who oversees and is responsible for international student recruitment.
<b>COO or designate:</b>	The Chief Operating Officer or another ECA employee with delegated authority from the COO
<b>CRICOS:</b>	Commonwealth Register of Institutions and Courses for Overseas Students.
<b>ESOS Act:</b>	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
<b>ESOS Regulations:</b>	Regulations made according to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
<b>International Student:</b>	A person who holds an Australian Student Visa and is an 'Overseas Student' as defined by the ESOS Act
<b>National Code 2018:</b>	National Code of Practice for Providers of Education and Training to Overseas Students 2018.
<b>Non-Genuine Student:</b>	A student visa holder may be considered a non-genuine student by the Australian Government Department of Home Affairs (DHA) if it appears that their primary intention is not, or is not likely to be, to undertake the study.
<b>The National Code:</b>	National Code of Practice for Providers of Education and Training to Overseas Students 2018
<b>PRISMS:</b>	Provider Registration and International Student Management System. Provides Australian education providers with the Confirmation of Enrolment (COE) facilities required for compliance with the ESOS Act.
<b>Prospective Student:</b>	A person who intends to become, or who has taken any steps towards becoming, a student an 'overseas student' or 'intending overseas student' as defined by the ESOS Act.
<b>Student Management System (SMS):</b>	ECA IHE's Student Management System used by: <ul style="list-style-type: none"> <li>• Asia Pacific International College Pty Ltd</li> <li>• ECA Higher Education Institute Pty Ltd</li> <li>• Higher Education Leadership Institute Pty Ltd</li> </ul>
<b>Territory:</b>	The geographical location in which the Agent operates. An Agent's Territory is identified in the Agent Agreement.

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## 1. PURPOSE AND SCOPE

- 1.1. This Policy outlines the Education Centre of Australia International Higher Education (ECA IHE) approach to appointing, supporting, managing and, where applicable, terminating its Education Agents (Agents).
- 1.2 ECA IHE is committed to appointing and working only with Agents who demonstrate the following:
  - a. A comprehensive understanding of students' requirements, Australian culture, and the education sector, as well as appropriate legislative knowledge.
  - b. In-depth knowledge of the nature of ECA IHE and associated providers' programs, courses, policies, and requirements.
  - c. Honesty, integrity, and the highest ethical standards.
- 1.3. ECA IHE's Education Agent Policy and Procedure is designed to ensure compliance with all legislative and regulatory requirements listed under "Relevant Legislation and References" on page 1 above.
- 1.3 This Policy and Procedure applies to all ECA IHE staff, contractors and Agents who market and recruit students on behalf of ECA IHE.

## 2. POLICY PRINCIPLES

ECA IHE will:

- 2.1. Only appoint reputable Agents and support them in acting honestly, with integrity, and in the student's best interests.
- 2.2. Communicate with all Agents regularly, professionally, and appropriately.
- 2.3. Enter into a written Agreement with all approved Agents once the Agent assessment process described in Section 4 below has been completed.
- 2.4. Publish and maintain an accurate list of the ECA IHE approved Agents on the respective ECA IHE providers' websites (listed on page 1 above).
- 2.5. Require and support the Agents to have appropriate knowledge and understanding of the Australian education industry.
- 2.6. Regularly conduct Agent performance reviews and implement corrective action as and when required. Agent performance reports will be monitored by ECA IHE senior management and reported to the appropriate governance committees/boards as required.
- 2.7. Provide appropriate training, information and guidance to Agents regarding their obligations under this Policy, their Agent Agreement and changes to appropriate legislative and regulatory requirements.
- 2.8. Provide Agents access to current, accurate and non-misleading marketing information.
- 2.9. Not accept students from an Agent that has engaged in dishonest recruitment practices (i.e. the student is non-genuine).
- 2.10. Take immediate corrective action when an Agent (or their subcontractor) has not complied with this Policy and the Agent Agreement. If the Agent has been found to have engaged in false or misleading recruitment practices, their relationship with ECA IHE will be terminated.

## 3. AGENT FUNCTION

The role of the Agent is to:

- 3.1. Assist ECA IHE in recruiting students as agreed in the Agent's signed Agent Agreement.
- 3.2. Represent ECA IHE for the duration and within the terms of their signed Agent Agreement.
- 3.3. Abide by the principles of the National Code and their signed Agent Agreement. An Agent **must not**:

- a. Be engaged in, or have previously been engaged in, dishonest practices, including the deliberate attempt to recruit students that conflict with the obligations of registered providers under Standard 7 of the National Code.
- b. Use ECA IHE Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment (CoE) for non-genuine students.
- c. Provide immigration advice to students which is not authorised under the Migration Act 1958.

## 4. APPOINTMENT OF AGENTS

- 4.1. ECA IHE has approved Agents to represent its interests in defined areas and may approach prospective organisations to apply to become authorised Agents. ECA IHE will primarily source agents but is open to receiving applications from agents who are seeking an appointment as authorised Agents and meet ECA IHE appointment processes.
- 4.2. Prospective Agents will be sourced from:
  - a. Participation in ECA IHE workshops/events
  - b. Recommendation from the ECA IHE Recruitment Team
  - c. Recommendations from partner institutions
  - d. Recommendations from Austrade or equivalent entities.
- 4.2 Agents will be appointed on an ongoing basis and will be subject to an annual performance review.
- 4.4 All Agents interested in becoming an ECA IHE approved Agent must follow the following procedures:
  - a. Apply online via the ECA IHE Agent Portal (at [www.eca.edu.au/agent-portal/](http://www.eca.edu.au/agent-portal/)) and submit a completed ECA IHE Education Agent Application Form available in [How to Become an ECA IHE Education Agent](#). The form must be completed honestly and accurately, and two references from other Australian international education providers must be provided, together with supporting documentation.
  - b. Due diligence checks are to be conducted on the information provided by the prospective Agent, including contacting the two nominated referees. ECA IHE reserves the right to request the prospective Agent to provide additional referees and/or clarify the information provided.
  - c. The ECA IHE Head of Recruitment (or delegate) is responsible for assessing the prospective Agent's application and evaluating their suitability for appointment. Reasons for the recommended appointment (or non-appointment) will be provided. All outcomes/reasons provided will be recorded in the Education Agent Management System in the Agent profile.
  - d. If an applicant is assessed as suitable for appointment, the ECA IHE Head of Recruitment (or their delegate) will complete the Agent Agreement, including (including all schedules).
  - e. The terms and conditions of the Agent Agreement include the Agent accepting responsibility and liability for the actions of any Agents acting in the capacity of the Agent's sub-agent.
  - f. A PDF copy of the [Agent Agreement](#) will be sent to the Head of Recruitment for signature, A PDF copy will be sent to the prospective Agent.
  - g. If the Agent accepts the terms of the Agreement, they will sign and return the Agreement to ECA IHE.
  - h. The Head of Recruitment will update the new Agent details in accordance with Clause 4.1 of Standard 4 of the National Code in PRISMS within 48 hours.
  - i. The Head of Recruitment will then update the ECA IHE providers' websites and relevant student systems with the new Agent's details within 48 hours.

- j. The ECA IHE Head of Acquisition may provide the Agent (upon request) with an **Authorised Agent Certificate** and the relevant username and password for submitting student applications through the ECA IHE Agent Portal.
  - k. The Agent will be able to access all relevant ECA IHE providers' courses and marketing materials via the ECA IHE Agent Portal (at [www.eca.edu.au/agent-portal/](http://www.eca.edu.au/agent-portal/)).
- 4.5 If ECA IHE becomes aware that an Agent's sub-agent is acting illegally or unethically, ECA IHE will instruct the Agent to cease dealing with the sub-agent regarding any activities outlined in the Agent's Agreement in accordance with the National Code 2018 (Australia).

## 5. TRAINING OF INTERNATIONAL EDUCATION AGENTS

### Newly Appointed Agents Training

- 5.1 The ECA IHE Head of Recruitment (or delegate) is responsible for providing the newly appointed Agents, within 30 days of their confirmed appointment, training which will include the following information:
- a. The legislative and regulatory requirements relating to overseas education in Australia.
  - b. Australian student visa requirements, policies and regulations.
  - c. ECA IHE relevant policies and procedures (including admission, fees, refund policies).
  - d. Terms and Conditions of the Agent Agreement
  - e. College programs, courses, application procedures and marketing guidelines
  - f. Genuine students' requirements.
- 5.2 After such training, the ECA IHE Head of Recruitment (or delegate) will identify and communicate any possible areas for further Agent training and development to the Agent. The report **Agent Training Checklist Report** will be filed on the Agent profile for further reference.

### Ongoing Agent Training

- 5.3. ECA IHE will maintain regular contact with Agents via electronic and written communication, virtual meetings and office visits to provide training, updates, current and accurate information on courses and study dates, news and events regarding ECA IHE providers, use of electronic and online systems, taking corrective action to address any issues identified and regulatory and legislative changes to support the Agents in conducting their business.
- 5.4. Agents are expected to participate in scheduled ECA IHE training sessions, engage with the ECA IHE providers and familiarise themselves with all programs, courses and facilities.
- 5.5 ECA IHE will endeavour to provide timely and accurate information and training. However, Agents are expected to be proactive in undertaking their own training to ensure they are familiar with any changes to ECA IHE courses, policies, admission processes, visa rules, Australian education legislation, and regulatory updates.
- 5.6 ECA IHE will maintain records of Agent attendance at training workshops/training sessions, visits, and scheduled marketing events to identify any potential training gaps that an Agent may have. These records will be maintained on the ECA IHE Agent Management System/Agent Profile, enabling Agent engagement to be monitored.

## 6. MONITORING AND REVIEW

- 6.1 ECA IHE will monitor the performance and activities of all Agents actively recruiting students on an ongoing basis to ensure that ECA IHE only uses reputable and productive Agents.
- 6.2 ECA IHE will undertake a formal performance review of each Agent in accordance with the Education Agent Management Procedure annually and may also conduct additional reviews of the Agents' compliance with the Agent Agreement and this Policy at any time.
- 6.3 ECA IHE will implement ongoing Agent performance monitoring mechanisms that may include but are not limited to:
  - a. The number of student applications and their quality and completeness.
  - b. Analysis of conversion rates from application to offer, offer to acceptance, and acceptance to commitment.
  - c. Student retention rates post census and after 6 months.
  - d. Student academic progress and performance.
  - e. Analysis of instances where students have claimed that an Agent has provided misinformation regarding studying in Australia, student visa requirements and ECA IHE providers' courses and programs.
  - f. Identification of Agents who may require additional training.
- 6.4 ECA IHE will analyse available PRISMS based data entries for each Agent, available under Subsections 175(3) and (4) of the Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017, namely information on:
  - a. The number of applications for student visas made by or on behalf of students recruited or otherwise dealt with by an Agent that has been either granted, refused, withdrawn or deemed invalid.
  - b. The number of student visas issued to recruited students or otherwise dealt with by the Agent that has been cancelled or ceased to be in effect.
  - c. The number of students accepted for enrolment in courses provided by ECA IHE or by students recruited or otherwise dealt with by an Agent.
  - d. The completion rates of accepted students recruited by an Agent.
- 6.5 The ECA IHE Head of Recruitment (or delegate) is responsible for annually evaluating the Agents' performance against the agreed performance criteria listed in the *Education Agent Performance Audit Form*, which includes:
  - a. Acting in a manner which may be negligent, careless or incompetent.
  - b. Being engaged in false, misleading or unethical advertising and recruitment practices.
  - c. Not responding to minimise conflicts of interest and, when they occur, not declaring those conflicts of interest, and thereby not acting in the best interests of international students.
  - d. Acting in a manner that may be non-compliant with the terms and conditions of the Agent Agreement.
  - e. Being engaged in false or misleading practices that could harm the integrity of Australian education and training and/or the integrity of the ECA IHE providers.
  - f. The number of students the Agent has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, the conversion rate from CoEs to actual enrolments and the success rate from enrolment to successful completion.
  - g. Student progression, retention and completion.
  - h. The reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates.



- i. Students' satisfaction with the performance of Agents will be monitored through student surveys.
- j. The accuracy and currency of information and advice provided by the Agent to students.
- k. Knowledge of and compliance with Australian legislative and regulatory requirements relating to recruiting international students under the ESOS Act and The National Code 2018.
- l. The overall quality and value of the appointment to ECA IHE.

6.6 ECA IHE will review each Agent's performance annually, drawing on evidence gained from the criteria described above. The report will be presented to the ECA IHE Head of Recruitment (or delegate), who will determine that:

- a. The Agent needs to undertake additional training to address specific issues (including changes to procedural requirements). See Section 5 above.
- b. The Agent's contract is renewed. See Section 7 below.
- c. The Agent's contract is renewed for a specific period and is subject to identified conditions.
- d. The Agent's contract is suspended. See Section 8 below.
- e. The Agent's contract is terminated as per Section 9 below.
- f. The Agent will be notified in writing of the outcome of the annual review.
- g. Copies of the annual review report will be maintained on the Agent profile.

## 7. RENEWAL OF AN EDUCATION AGENT AGREEMENT

- 7.1 At the successful completion of the current Agent Agreement and ECA IHE is satisfied that the Agent has acted ethically and professionally and enrolled high-quality students with satisfactory conversion and success rates, a renewal of the Agent Agreement may be offered to the Agent. The Agent Agreement renewal process is as follows:
- a. The Agent will be asked to complete a renewal form.
  - b. Once the renewal form has been received, a new signed Agent Agreement will be sent to the Agent.
  - c. If the Agent accepts the terms of the new Agreement, the countersigned Agreement will be returned to ECA IHE and placed on the Agent profile.
  - d. Any necessary updates to the Agent profile detail and the Agent List available via the ECA IHE provider websites will be made.

## 8. SUSPENSION OF EDUCATION AGENT AGREEMENTS

- 8.1 ECA IHE may suspend an Agent Agreement immediately if it has reasonable grounds to believe that an Agent (or sub-agent) has:
- a. Breached a term of the Agent Agreement.
  - b. Has been performing unsatisfactorily (see Section 6: Monitoring and Review above).
  - c. Received a complaint considered serious enough to necessitate suspension.
  - d. Engaged in conduct that is reasonably considered detrimental to ECA IHE's reputation.
  - e. Been charged with a breach of, or subject to, an investigation regarding any Australian legislation or regulatory requirement (see Page 1 for a list of Relevant Legislation and References).
- 8.2 The ECA IHE Head of Recruitment (or delegate) will notify the Agent of the specific nature and the grounds for suspension.
- 8.3 The Agent has ten (10) business days from receiving the email to respond in writing to the suspension.

- 8.4 ECA IHE Head of Recruitment (or delegate) will lift the suspension when the Agent (or sub-agent) has satisfied the reasons for suspension and the matter has been resolved.
- 8.5 The ECA IHE Head of Recruitment (or delegate) will notify the Agent in writing that the suspension has been lifted. All information regarding the suspension will be included in the Agent Profile.
- 8.6 If the ECA IHE Head of Recruitment (or Delegate) is not satisfied that the Agent has resolved the matter satisfactorily regarding the suspension, the Agent's Agreement may be terminated. (See [Section 9 below](#)).

## 9. TERMINATION OF EDUCATION AGENTS

- 9.1 Decisions regarding terminating an Agent's Agreement are made by the ECA IHE Head of Recruitment (or delegate), who will give the Agent thirty (30) days notice in writing ([Education Agent Termination Email](#)) of the termination.
- 9.2 If the decision to terminate an Agent's Agreement is based on criminal conduct, the Department of Education (DET) and the Department of Home Affairs will be notified.
- 9.3 If either party terminates the Agent's Agreement, the Agent must:
  - a. Provide ECA IHE with all application, program, and course fees from prospective students received up to the termination date.
  - b. Immediately cease any actions representing ECA IHE.
  - c. Submit no further student applications.
  - d. Claim all commission payments within the thirty (30) day notice period.
- 9.4 The Agent may appeal the decision by ECA IHE by following ECA Grievance Policy
- 9.5 ECA IHE will update the Agent Profile and ensure all Agent Management systems, PRISMS and websites are updated accordingly.
- 9.6 The Agent's students will be notified of the termination/non-renewal and invited to submit an [ECA IHE Change of Education Agent Request Form](#), identifying a new Agent from the list published on the ECA IHE provider websites.
- 9.7 The decision and reasons for terminating an Agent Agreement may be disclosed to other parties (including relevant government departments, agencies, and the Agent's employer), and all disclosures will follow privacy legislation and regulations.

## 10. EDUCATION AGENT PAYMENT

- 10.1 Agent commission invoices will be processed and paid after the study period census date.
- 10.2 Agents can access relevant payment information via the [ECA IHE Representative Portal \(www.eca.edu.au/agent-portal/\)](#) – Commission Claims.
- 10.3 Before a commission payment can be made, the following information must be provided on the invoice:
  - a. Student Name and Student Management System (SMS) ID.
  - b. Course name and relevant study period.
  - c. Current banking details consistent with the Agent Agreement to avoid payment delays.
  - d. The Agent's ABN and the amount of GST payable (where applicable).

10.4 ECA IHE will inform all Agents of any change in the physical address, telephone number, or electronic mail address of ECA IHE and associated providers within five working days of such change.

10.5 ECA IHE will not accept any students referred by prospective Agents.

## 11. COMPLAINTS AND APPEALS

11.1 Any complaint made by an ECA IHE student using the Complaints and Appeals Policy and Procedure (available via the ECA IHE providers' websites) and/or any matter that relates to a suspected breach regarding the behaviour and practices of an ECA IHE Agent will be investigated thoroughly, following the Complaints and Appeals Policy and Procedure.

11.2 The Agent Agreement provides details of the ECA IHE's Complaints and Appeals Policy and Procedure.

## 12. RECORD KEEPING

12.1 ECA IHE Head of Recruitment (or delegate) is responsible for maintaining appropriate records of all approved Agents. These records include, but are not limited to:

- a. A signed, written and current Agent Agreement.
- b. Evidence of Agent monitoring activity, including the annual Agent performance report.
- c. Copies of Agent Agreements terminated.
- d. Evidence of immediate corrective action taken when ECA IHE have become aware that the Agent has or may become negligent, careless, incompetent or has engaged in false, misleading or unethical recruitment practices.