

# Education agent policy & procedure

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## 1. Policy

- 1.1 Gippsland Institute of Technology takes all reasonable measures to ensure its Education agents are knowledgeable of Australia, (insert city), Gippsland Institute of Technology facilities, equipment, courses, services, training and assessment methods and all other details impacting student's studies.
- 1.2 Gippsland Institute of Technology takes all reasonable steps to ensure that it only engages and continues to work with Education agents who operate with honesty and integrity.
- 1.3 Gippsland Institute of Technology enters into a written agreement with each education agent it engages to formally represent it. The agreement specifies the responsibilities of the education agent and Gippsland Institute of Technology and the need to comply with the requirements as set out in the National Code of Practice 2018 Standards 1-4. The agreement includes processes:
  - for monitoring the activities of the education agent, including where corrective action may be required
  - termination conditions.
- 1.4 The agency agreement outlines the roles and responsibilities of each party.
- 1.5 Gippsland Institute of Technology ensures that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 – Marketing information and practices of the National code of practice 2018.
- 1.6 Gippsland Institute of Technology does not accept student from an education agent or enter into agreement with an education agent; if it knows or reasonably suspects the education agent to be:
  - Engaged in, or to have previously been engaged in dishonest practices; this includes behaviour which relates to standard 7 - Transfer between registered providers
  - facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
  - using PRISMS to create a CoE for other than a bona fide student
  - providing immigration advice where not authorised under the Migration Act 1958 to do so (i.e. not a registered migration agent).
- 1.7 Where Gippsland Institute of Technology has an agreement with an education agent and becomes aware or suspects that the education agent is engaged in dishonest activity, Gippsland Institute of Technology terminates the agreement with the education agent. However, where an individual employee or subcontractor of the education agent was responsible for the conduct and the education agent has terminated that relationship then Gippsland Institute of Technology does not have to terminate the agreement.
- 1.8 Gippsland Institute of Technology takes preventive action as soon as they become aware that education agent is being negligent, careless or incompetent or is engaged in false, misleading or unethical advertising and recruitment practices.
- 1.9 This policy and procedure applied to Education/ student recruitment agents who recruit international students on behalf of Gippsland Institute of Technology. This policy is implemented in compliance with the requirements of the National code of practice 2018 part B, Standards 1, 2, 3, 4 and 7.
- 1.10 The CEO is responsible for implementing this policy and reviewing its effectiveness in compliance with regulatory guidelines.

## Procedure

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### 2. Agent Recruitment

- 2.1 The interested individuals/organisations submit the application form for becoming education agents for Gippsland Institute of Technology.
- 2.2 The CEO acknowledges the application and checks the application details for accuracy, correctness and adequateness. During this period, CEO can use various methods e.g. communicating with other providers and students.
- 2.3 A recommendation is then made to the Chief Executive Officer. The Chief Executive Officer will determine whether or not Gippsland Institute of Technology enters into an agreement with each applicant. Where Gippsland Institute of Technology chooses to not enter into an agreement with an applicant, that applicant will be notified as such in writing within 14 days of receipt of the application. A reason for the decision must be stated on the notification. Where an application is accepted, a written agreement will be produced and distributed.
- 2.4 Gippsland Institute of Technology refuses applications, if we identify and/ or suspect that the applicant has:
  - engaged in, or to have previously been engaged in, dishonest practices; this includes behaviour which relates to Standard 7 -Transfer between registered providers
  - facilitated the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
  - used PRISMS to create a CoE for other than a bona fide student
  - provided immigration advice where not authorised under the Migration Act 1958 to do so (i.e. not a registered migration agent).
- 2.5 Any required information can be requested and obtained from the agent using various communication mediums such as fax, email, snail mail etc.
- 2.6 After the CEO is satisfied with the application, the Agent checklist is completed and Gippsland Institute of Technology enters into a Written agreement with the agent.
- 2.7 If the decision is to issue an Agency Agreement, 2 copies of the Agency Agreement will be sent to the agent with a letter instructing the agent to sign and return both copies.
- 2.8 When both of the signed copies of the Agency Agreement are received, the agreement is then signed on behalf of Gippsland Institute of Technology and 1 copy is returned to the agent along with certificate of representation and promotional material.
- 2.9 The newly appointed agent's information is then entered into the database and documents uploaded.
- 2.10 The remaining copy of the agreement is retained for the agents file; the agency agreement is valid for 2 years and will be reviewed periodically (see agent monitoring).
- 2.11 In the event of legislative changes which affect the relationship between Gippsland Institute of Technology and the Agent an Agent Agreement Update Information Form is sent to the agent and must be completed and returned along with a copy of the agents current Business Profile.

- 2.12 Once the required documents are received an updated Gippsland Institute of Technology Agency Agreement will be sent to the agent, to be signed and returned to Gippsland Institute of Technology as per the above procedure.
- 2.13 Written agreements with Education Agents:
- specify the responsibilities of the education agent and the college and the need to comply with the requirements in the National Code of Practice 2018.
  - include processes for monitoring the activities of the education agents
  - detail means of dealing with agents suspected of being negligent, careless or incompetent or engaged in false, misleading or unethical advertising and recruitment practices
  - specify termination conditions.
  - the jurisdiction of the agreement.
- 2.14 Gippsland Institute of Technology informs all agents in the Agent agreement of the requirement to share Education agent details and documentation held by Gippsland Institute of Technology with the National VET Regulator ASQA, Department of Education & Training and the Department of Home Affairs or with a court of law.
- 2.15 Gippsland Institute of Technology maintains a list of education agents Gippsland Institute of Technology is associated with. The list of education agents is entered into PRISMS and published it on the RTO website.

### 3. Material Distribution

- 3.1 On entering agreements agents must complete an induction program that includes providing guidelines on enrolment procedures and the pre enrolment information that must be provided to all students in a timely manner. A review of the Australian International Education and Training Agent Code of Ethics will take place at this time. Agents must agree to operate in accordance with the code of ethics at all times when performing recruitment activities on behalf of Gippsland Institute of Technology.
- 3.2 Accurate and current materials that address the National code of practice 2018 standard 1 requirements are forwarded to agents for counselling prospective students. Materials include:
- International student handbook
  - Enrolment form
  - Course information
  - Gippsland Institute of Technology policies and procedures
  - Information on studying and living in Australia/ (insert city)
  - Indicative costs of living
  - English language requirements
  - Entry requirements



- Enrolment process
  - Student visa information
  - Student support services (internal and external)
  - Students rights and responsibilities
- 3.3 The CEO forwards Education agents updated information. This is done in writing; either by email, fax or mail, and a copy of all such notifications are retained on file. Agents are required to acknowledge receipt of the notification and the acknowledgement is retained with the copy of the original notification. Agents are notified of alterations or updates to marketing materials within 14 working days of the alteration/update taking place.
- 3.4 Updated marketing material is distributed within 14 days of the update in sufficient volumes for the Agent to replace existing stock.
- 3.5 Where pre-enrolment information is provided to agents, including any and all updated information, agents are required to confirm receipt of the updated material. Where the material has been sent to the agent electronically, an email confirmation is requested. Likewise, any faxed material will require a fax-back confirmation or email receipt. Mailed materials may have their receipt confirmed by mail, fax or email. Any receipt must acknowledge that the all former materials will no longer be used and will be immediately replaced with the new materials. It is the responsibility of the CEO to ensure such receipts are collected. All confirmations of receipt of materials must be stored in the Agent's file.

#### **4. Agent Monitoring**

- 4.1 A register of agency agreements is maintained along with dates of expiry. The CEO reviews this every month to identify agreements that are due for renewal.
- 4.2 Prior to finalising the Agent agreement, Education agents are informed of their responsibility to comply with the requirements of the National code of practice 2018 Standards 1, 2, 3, 4 and 7. Monitoring activities will include a review of their compliance with these standards and all other roles and responsibilities identified in the Agent agreement.
- 4.3 Only after the satisfactory outcome of monitoring activities are agreements considered for renewal.
- 4.4 The CEO will renew agreements if the outcome of monitoring is satisfactory.
- 4.5 Detailed information is provided to the agent regarding all courses offered & entry requirements of Gippsland Institute of Technology and affiliated institutions. The agent is also directed to become familiar with Gippsland Institute of Technology website and to direct all prospective students to (insert website address) for essential pre-enrolment information.
- 4.6 Training is provided to agency staff whether the agent is onshore or offshore. Where the agent has an office onshore, the staff would be encouraged to attend a campus to view the facilities and receive training. Where the agent is located offshore the agent is provided with all updated marketing materials, brochures, pamphlets, etc. and where possible receives training from one of Gippsland Institute of Technology's Marketing staff while on a promotional trip. The Agent will receive further training where required and is also kept up-to-date of any new or amended legislation.
- 4.7 All communication with agents is monitored via emails, telephone calls and agency visits to ensure the agent is acting ethically, honestly, and consistently. If the agent is not acting in the aforementioned manner immediate corrective action is recommended.

- 4.8 Quarterly student surveys are conducted to determine the performance of the agent using the "Student Survey: Agent Performance" which is given to a random selection of students to ascertain if the pre-enrolment information that the agent has given to the students is correct. If the agent is found to be providing incomplete or misleading information on more than one occasion, Gippsland Institute of Technology will inform the agent in writing of the breach of agreement and the corrective action that will be required to be taken. The performance results from the Student Survey: Agent Performance is retained in the Agent's folder. Other methods are used to determine the agent's performance such as interviews with students and informal discussions.
- 4.9 At the end of each year Gippsland Institute of Technology reviews all data and information collected regarding the agent. This is to ensure that the agent has upheld all duties as stipulated in the Agency Agreement. Based on this information Gippsland Institute of Technology will decide whether to continue the Agency Agreement with the agent.
- 4.10 Monitoring activities will also include mechanisms to ensure education agents have/ continue to observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students. This includes mechanisms to identify whether the agent is acting honestly, in good faith and the best interests of the student.

## 5. Termination

- 5.1 If Gippsland Institute of Technology becomes aware or suspects that an Education agent or an employee or subcontractor has not fulfilled their roles and responsibilities as indicated in the Education agent agreement, Gippsland Institute of Technology will take immediate corrective action which may lead to the termination of the agreement with the Education agent.
- 4.5 if Gippsland Institute of Technology 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 Gippsland Institute of Technology will immediately terminate its agreement with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
- 5.2 The CEO will investigate the situation by contacting the agent, student and Gippsland Institute of Technology Staff to collect relevant information.
- 5.3 Once all relevant information is collected it will be analysed by the CEO in relation to how Gippsland Institute of Technology expects agents to perform as identified in the Agency Agreement.
- 5.4 If the agent is found to be, or is reasonably suspected to be acting in a manner as outlined in the Termination conditions in the Agency Agreement, the agreement is cancelled, and the agent notified in writing.
- 5.5 Gippsland Institute of Technology makes judgements based on the information gathered.
- 5.6 Any judgements of unethical or dishonest activities are made by the Chief Executive Officer.
- 5.7 Agreements are terminated in writing within 14 days of Gippsland Institute of Technology becoming aware of the agent's engagement in unethical or dishonest activity. The termination has immediate effect.
- 5.8 Any collected evidence of engagement in unethical or dishonest activities by Agents and minutes of meetings noting relevant discussions are retained on file by the CEO.
- 5.9 Copies of all terminated agreements are retained on file by the CEO.

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### Documents to be employed when implementing this policy and procedure:

- Agent application form
- Agent checklist
- Agency agreement
- Student survey – agent performance
- Marketing materials
- Pre enrolment information

### Revision history

Revision Date	Comment	Revised by
1/11/20	Policy and procedure created	CEO