



Education Centre of Australia
Education Agent's Policy and
Procedures

Approved by
ECA - Chief Operating Officer
March 2020

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Applicable to	Asia Pacific International College (APIC) (CRICOS Provider Code 03048D); Australian College of Care Leadership and Management (ACCLM) (CRICOS Provider Code 03637E); ECA College (CRICOS Provider Code 02644C); The English Language School in Sydney (EL SIS) (CRICOS Provider Code 02644C) Victoria University Sydney (CRICOS Provider Code 02475D), and Swinburne University of Technology (CRICOS Provider Code, 00111D).		
Related Documents	ECA Group Agent agreement 02.03 – 2018.02.20 Education Centre of Australia Website: https://www.eca.edu.au/ Education Centre of Australia Marketing Policy & Procedures Education Centre of Australia subsidiary and associated providers Policies and Procedures (Recruitment, Enrolment, Complaints, and Appeals)		
References & Legislation:	Education Services for Overseas Students Act 2000 Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011 National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 2018): https://internationaleducation.gov.au Standards for Registered Training Organisations (RTOs) 2015 Australian International Education and Training Agent Code of Ethics: https://internationaleducation.gov.au Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (the London Statement), 19 March 2012: https://www.britishcouncil.org The Spam Act 2003 (Cth) The Privacy Act 1988 (Cth)		
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Definitions

Addendum:	A contract addendum is an agreed-upon addition signed by all parties to the original contract. It details the specific terms, clauses, sections, and definitions to be changed in the original contract but otherwise leaves it in full force and effect.
Agent:	A person or organisation approved by the Education Centre of Australia with authority to promote the Education Centre of Australia's programs and services to students or prospective students within agreed terms.
Agent Agreement:	Agreement between the Education Centre of Australia (ECA) and the Agent, including the Schedules.
Chief Operating Officer (COO):	COO is a corporate executive who oversees and responsible for the business operations within the Education Centre of Australia Pty Ltd.
COO or designate:	The Chief Operating Officer has delegated responsibility to a designated person.
CRICOS:	Commonwealth Register of Institutions and Courses for Overseas Students.
Education Centre of Australia Pty Ltd. (ECA):	ECA is an education provider, providing tertiary level education with multiple campuses.
Education Centre of Australia subsidiary and associated providers:	Australasia College of Care Leadership and Management (ACCLM), Asia Pacific International College (APIC), ECA College (ECAC), English Language School in Sydney (EL SIS), Asia Pacific International College (APIC), Victoria University Sydney (VU Sydney), Swinburne University of Technologic Sydney (SUT).
ESOS Act:	Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
ESOS Regulations:	Regulations made according to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.
International Student:	A person who holds an Australian Student Visa and is an 'Overseas Student' as defined by the ESOS Act
National Code 2018:	National Code of Practice for Providers of Education and Training to Overseas Students 2018.
PRISMS:	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.
Prospective Student:	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.
Relevant Legislation:	The Education Services for Overseas Students Act 2000 (Cth) The ESOS Regulations 2001 (Cth) The Migration Act 1958 (Cth) The Migration (Education) Act 2007 (Cth) National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standards for Registered Training Organisations (RTOs) 2015 The Australian International Education and Training Agent Code of Ethics. The Spam Act 2003 (Cth) The Privacy Act 1988 (Cth)
RTOM:	ECA's Student Management System.
Territory	The geographical location in which the Agent operates. An Agent's Territory is identified in the Agent Agreement Representative Schedule .

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1. PURPOSE AND SCOPE

- 1.1. Education Centre of Australia (ECA) is committed to appointing and working with Agents demonstrating:
 - a comprehensive understanding of students' requirements, Australian culture, the education sector and appropriate legislative knowledge and
 - in-depth knowledge of the nature of ECA and its subsidiary and associated providers' programs, courses, policies and requirements; and
 - honesty, integrity, and the highest ethical standards.
- 1.2. ECA's Policy and Procedure for Appointing, Monitoring and Terminating Education Agents is designed to ensure compliance with all legislative and regulatory requirements established under the:
 - Education Services for Overseas Students (ESOS) ACT (2000) and Regulations;
 - National Code of Practice for Providers of Education and Training to Overseas Students 2018; (specifically standards 1, 2, 3, 4 and 7) see <https://www.legislation.gov.au/Details/F2017L01182> for detailed requirements);
 - Standards for Registered Training Organisations (RTOs) 2015
 - Migration Act 1958 and Migration (Education) Act (2007);
 - The Australian International Education and Training Agent Code of Ethics.
 - The Privacy Act 1988 (<https://www.legislation.gov.au/Series/C2004A03712>), and
 - Spam Act 2003 (<https://www.legislation.gov.au/Details/C2016C00614>).
- 1.3. A copy of the ECA's Templates and Procedures for appointing, monitoring, and terminating education agents is provided in Appendix1.
- 1.4. These Policies and Procedures apply to all of ECA's subsidiary and associated partners, namely:
 - Asia Pacific International College (APIC) (CRICOS Provider Code 03048D);
 - Australian College of Care Leadership and Management (ACCLM) (CRICOS Provider Code 03637E);
 - ECA College (CRICOS Provider Code 02644C);
 - The English Language School in Sydney (EL SIS) (CRICOS Provider Code 02644C);
 - Victoria University Sydney (CRICOS Provider Code 02475D), and
 - The Swinburne University of Technology in Sydney (CRICOS Provider Code 00111D).
- 1.5. These Policies and Procedures apply to all Education Centre of Australia staff involved in marketing ECA's education programs and courses to international students, the recruitment of students for those programs and courses, and the management and monitoring of ECA's Education Agents.

2. APPOINTMENT OF AUTHORISED AGENTS

- 2.1. ECA has a number of approved education agents to represent its interests in defined areas, and may approach prospective agents to apply for, and will be open to receiving applications from education agents seeking, appointment by signed agreement as one of its Authorised Agents.
- 2.2. Appointment of authorised agents are as follows:
 - New agents are appointed for one year, subject to an annual review. At which point, the agent may be reappointed for three years subject to a yearly review. If not successful, the agent will not have their contract renewed.
 - A further three-year contract will only be issued subject to a satisfactory end of the contract

- 2.3 All agents interested in gaining an appointment must comply with the following procedures:
- a) Apply online via ECA Agent Portal (at www.eca.edu.au/agent-portal/) and submit a completed *ECA Authorised Agent Application Form* available in How to become an ECA agent. The form must be completed honestly and accurately, and details of at least two referees provided (preferably other Australian international education providers). All requested associated documentation must be provided as attachments.
 - b) Primary sources for the recruitment of new agents are:
 - Participation in workshops/events pre-screened qualified agents
 - Recommendations from Partner Universities;
 - Recommendations from Austrade or equivalent entities.
 - c) ECA's Chief Operating Officer (COO) (or his/her delegate) will evaluate the provided information and complete the *ECA Agent Referee Report Summary*, making a provisional assessment of the applicant's suitability for appointment.
 - d) The two nominated referees will be contacted, and the responses provided included the applicant's documentation. ECA reserves the right to request the applicant to provide additional referees if requested.
 - e) ECA's Chief Operating Officer (or his/her delegate) will review all the applicant's documentation and make a final assessment as to the applicant's suitability for Appointment as an Education Centre of Australia approved Agent. Reasons will be provided for the recommended appointment (or non-appointment) as an ECA Education Agent. All outcomes/reasons provided will be recorded in the *Smartsheet* under the agent profile.
 - f) If an applicant is assessed as suitable for appointment, ECA's Chief Operating Officer (or his/her delegate) will complete the ECA's Agent Agreement, (including all schedules). A Pdf copy will be sent, via an ECA Authorised Agent Appointment Email to the Agent's head office.
 - g) 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 Agents sub-Agents.
 - h) If the Agent accepts the terms of the Agreement, s/he will sign and return the Agreement to ECA.
 - i) ECA International Recruitment Manager and ECA Compliance Officer – Agent Management will countersign the Agreement, and send a copy to the Agent, together with the *ECA Authorised Agent Certificate*.
 - j) Details regarding the Agent and the Agreement will be entered on the ECA's Agents Database, and the Agent's names and relevant information will be published on the ECA Website.
 - k) The Agent will be able to access all relevant ECA, and it's subsidiary and associated providers course and marketing materials via *ECA Agent Portal* (at www.eca.edu.au/agent-portal/).
- 2.4 Upon appointment, ECA will enter, in accordance with Clause 4.1 of National Standard 4, the details in PRISMS via [https://prisms.education.gov.au/information/ShowContent.ashx?Doc=How to manage Agent Details.pdf](https://prisms.education.gov.au/information/ShowContent.ashx?Doc=How_to_manage_Agent_Details.pdf).
- 2.5 In accordance with Clause 8.3 on reporting third party arrangements in ASQA's "Users' Guide to the Standards for RTOs 2015", ECA will notify ASQA of the Authorized Agent Agreement and the authorized Agent's details using the [online form on the ASQA website](#).

3. TRAINING OF AUTHORISED AGENTS

- 3.1 An ECA International Recruitment Manager will provide newly appointed Authorised Agents with training in:
- the legislative and regulatory requirements relating to international education in Australia;
 - Australian requirements for and conditions of student visas;
 - ECA policies
 - Terms and conditions of their contract
 - the programs, courses, administrative procedures, and forms for ECA and its subsidiary and associated providers.
- 3.2 After such training, the responsible International Recruitment Manager will identify any possible areas for further Agent training and development, as well as identifying particular strengths of the Agent. The Report will be filed in the [ECA Agent Training Checklist Report](#).
- 3.3 Where possible Agents will be invited to visit the ECA premises. If this is not possible Agents may be visited by the Chief Operations Officer (or his/her delegate) who will review their performance and identify areas for further training, particularly in the areas of international education in Australia, student visa requirements, knowledge of ECA education and training programs as well as provide access to current marketing and promotional materials.

After such a visit, the responsible International Recruitment Manager will identify any possible areas for further Agent training and development, as well as identifying particular strengths of the Agent. The Report will be filed in the [ECA Agent Training Checklist Report](#).

- 3.4 All ECA Agents will be provided and required to participate in at least one information and training session a year. In addition, when there are legislative, regulative, and/or administrative changes in laws, regulations, policies and procedures pertaining to international students, ECA will provide the information and training necessary to ensure that its Agents remain fully compliant and professional. After each training session, the responsible Chief Operations Officer (or his/her delegate) will provide feedback using the [Agent Training Checklist Report](#).

4. Authorised Agents Responsibilities

- 4.1 Authorised Agents must, in accordance with the terms of ECA's policies and their approved Agent Agreement:
- a. Promote ECA, and its subsidiary and associated providers' education programs in the Territory as identified in their [Agent Agreement Representative Schedule](#).
 - b. Assist in the recruitment of and recruit prospective students to undertake education programs offered by ECA, its subsidiary, and associated providers, as identified in the attached Schedule.
 - c. Ensure the recruitment for ECA and its subsidiary and associated providers of Genuine Temporary Entrant (GTE) and Genuine Student (GS).
 - d. Provide prospective students with all necessary information about ECA, and its subsidiary and associated providers' education programs, facilities, services, policies, and procedures.
 - e. Provide prospective students with all necessary information about visa requirements and procedures and living in Australia.
 - f. Provide prospective students assistance in completing and submitting application forms to ECA and/or its a subsidiary and/or associated provider/s as identified in the attached Schedule.
 - g. Arrange necessary English language testing of prospective students under the relevant Australian migration regulations.
 - h. Perform any other services and provide reports or information requested by ECA and/or required by this Agreement.

- i. Ensure that all documentation provided to ECA has been verified as a genuine document.

4.2 In meeting these responsibilities Approved Agents must:

- a. Act in full accordance with the legislative requirements of Education Services for Overseas Students (ESOS) ACT (2000) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018.
- b. Act at all times in a manner consistent with the Australian International Education and Training Agent Code of Ethics (see, ECA's Agents Code of Ethics page 17 below)
- c. namely:
 - practice responsible business ethics;
 - provide current, accurate and honest information ethically;
 - develop transparent business relationships with students and providers;
 - provide current and up-to-date information that enables international students to make informed choices;
 - act honestly and professionally in the best interests of international students, with objectivity, transparency, confidentiality, and integrity
- d. Uphold the high reputation of ECA, its associated providers, and of the Australian international education sector.
- e. Act in accordance with the policies and procedures of ECA, and its subsidiary and associated providers, and directions given by ECA.
- f. Obtain ECA's prior written approval for all advertising and promotional materials for ECA and its subsidiary and associated providers and their educational programs.
- g. Accurately inform prospective students about, and the requirements of, the education programs run by ECA, its subsidiary and associated providers using only material provided by and/or approved by ECA, including information relating to ECA, its subsidiary and associated providers':
 - programs, including course content and duration, qualifications offered, modes of study;
 - Facilities, equipment and learning resources;
 - minimum English language requirements and educational qualifications required for acceptance into the programs;
 - program fees, charges, and refund policy;
 - visa requirements which must be satisfied by the student including English language proficiency levels;
 - living in Australia, including information about campus location, accommodation, transport and the cost of living;
 - its subsidiary and associated providers' policies and procedures, including its Refund policies and procedures.
- h. Take reasonable steps to avoid and to declare in writing any Conflicts of Interest with its duties as ECA's education agent, where such conflicts of interest exist when:
 - an agent charges services fees to both overseas students and registered providers for the same service;
 - an agent has a financial interest in a private education provider; or
 - an employee of an education agent has a personal relationship with an employee of the education provider.
- i. Assist prospective students in completing education program applications, taking all reasonable steps to confirm the accuracy of the information provided by prospective students in those applications.
- j. Ensure that only completed, signed applications with all required supporting documentation (originals sighted, verified, and stamped) are submitted to ECA.
- k. Provide any Letter of Offer and other documents received on behalf of a prospective or existing student from ECA to the student within 24 hours of receiving those documents.

- l. Ensure that relevant fees and charges accompany each application and acceptance of offer documents.
 - m. Assist prospective students in completing visa applications.
 - n. Provide ECA with market intelligence relevant to the recruitment of prospective students in their Territory.
 - o. Unless ECA otherwise agrees, bear the cost of advertising and promotional activities undertaken by the Representative under this agreement.
 - p. Inform ECA of any change in the Representative's physical address, telephone number, facsimile number, or electronic mail address within five working days of such change.
 - q. Preserve the confidentiality of:
 - all information provided by ECA and prospective and existing students, other than to the extent disclosure is required to perform the Services in accordance with this Agreement, and to the extent, disclosure is necessary to comply with legislative and regulatory requirements; and
 - the terms of this Agreement.
 - r. Terminate any employment, contract or agreement with any employee or Sub-agent if the Representative becomes aware of, or reasonably suspects, dishonest practices, including engaging in false or misleading practices and the deliberate attempt to recruit a student where this conflicts with the obligations of registered providers under the National Code 2018 or any of the other dishonest practices outlined in this Agreement.
- 4.3 In meeting these responsibilities, Approved Agents must not:
- a. Engage in any dishonest practices.
 - b. Provide prospective students with 'migration advice' as defined in the Migration Act 1958 unless that Agent is separately authorised to act so.
 - c. Suggest to prospective students that they may come to Australia on a student visa or another visa class with a primary purpose other than full-time study.
 - d. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa or the required visa class for their course.
 - e. Facilitate applications for prospective students who do not comply with visa requirements.
 - f. Use any trademark and or logo of ECA or its associated providers without the prior written consent of ECA.
 - g. Undertake any advertising or promotional activity about ECA, its associated providers, and/or their educational programs without the prior written consent of ECA.
 - h. Engage in false or misleading advertising, promotional, and/or recruitment practices.
 - i. Give existing or prospective students inaccurate or misleading information.
 - j. Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between ECA (and its subsidiary and associated providers) and other education providers.
 - k. Sign or encourage or allow others to sign official documents such as an application form on behalf of a prospective Student or existing Student. (The Student's signature that appears on all official documents must be the same as that which the Student used when signing the ECA application form).
 - l. Commit ECA to accept any prospective student into any educational program/s offered by ECA and it's subsidiaries and associated providers.
 - m. Receive, withhold, or bank the Tuition or other fees payable to ECA by a prospective student or deduct any amount from the Program Fee payable by the prospective student without prior written consent from ECA.
 - n. Impose any fee on a prospective student for their application or acceptance of offer unless this fee has been agreed by ECA and brought to the attention of the student before the lodgment of any

- papers.
- o. Actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of ECA;
 - p. Use or access ECA, and its subsidiary and associated providers PRISMS without the prior written consent of ECA.
 - q. Use or access ECA, and its subsidiary and associated providers PRISMS to create a confirmation of enrolment for other than a bona fide student.
 - r. Provide false or misleading information about employment outcomes associated with any course provided by any of the ECA subsidiary and/or associated providers.
 - s. Alter, change or amend in any way any Agent Agreement, Letter of Offer, or International Student Conditions of Enrolment Agreement.
 - t. Sign any document on behalf of an existing or prospective student.

5. ECA's RESPONSIBILITIES

- 5.1 In accordance with existing legislative and regulatory requirements, and by following the terms of its signed Agent Agreement ECA must:
- a. Provide the ECA Approved Agents with appropriate, current, and sufficient information to enable them to undertake their specified responsibilities.
 - b. Assess completed applications from prospective students within a reasonable time of receipt.
 - c. Meet the identified training needs of all ECA Approved Agents, including:
 - initial training for all newly appointed Agents;
 - annual refresher training for all Agents;
 - information updates and training when there are changes to legislative and/or regulatory requirements, ECA policies and procedures, and/or educational program changes, including fee structures; and
 - corrective training to address any shortcomings in any Agent's performance identified through ECA's monitoring procedures.
 - d. Monitor its Approved Agents' performance and activities and conduct *an annual performance review* before the (possible) extension of their Agent Agreement.
 - e. Require its Approved Agents to:
 - have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics;
 - fully comply with their legislative and regulatory requirements of the ESOS Act and The National Code 20018 and Standards for Registered Training Organisations (RTOs) 2015;
 - take reasonable steps to avoid and to declare in writing any conflicts of interests with its duties as an ECA education agent;
 - observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students; and
 - act honestly and in good faith and in the best interests of the student.
 - f. Formally investigate any reported or suspected cases of any of its Approved Agents, their approved sub-agent and/or staff member behaving in a non-professional, unethical and/or non-compliant manner, including:
 - failing to fully comply with their legislative and regulatory requirements of the ESOS Act and The National Code 2018.
 - acting in a manner which may be negligent, careless or incompetent;
 - being engaged in false, misleading or unethical advertising and recruitment practices;
 - not responding to minimise Conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;
 - acting in a manner which may be non-compliant with the terms and conditions of their ECA

- Agent Agreement and Schedule; and/or
- being engaged in false or misleading practices that could harm the integrity of Australian education and training and/or the integrity of ECA and its subsidiary and associated providers' programs.
- g. Require its Approved Agents to take immediate corrective action to the satisfaction of ECA. If ECA becomes aware of an Approved Agent, their approved sub-agent and/or staff member behaving in a non- professional, unethical, and /or non-compliant manner as indicated in the ECA Agent Agreement and Schedule.
- h. Terminate the agreement with any Approved Agent if ECA becomes aware of, or reasonably suspects dishonest practices, including engaging in false or misleading practices and a deliberate attempt to recruit a student where this conflicts with the obligations of registered providers under the ESOS Act and/or The National Code 2018, or any of the other dishonest practices outlined above.
- i. Where applicable, pay its Approved Agents Commission as specified in their ECA Agent Agreement, Schedule and Commission Payment Schedule for each student who:
 - has been recruited by the Representative as defined in Section 8 below;
 - has been issued with a Confirmation of Enrolment;
 - has paid the tuition fee to ECA;
 - has enrolled in/commenced the Program; and
 - who has not, after starting the program, been fully refunded the program fees.
- j. Pay the Commission payable under ECA Agent Agreements and Schedules on the dates specified in their Commission Payment Schedule.

6. HOW THE AGENT CAN CLAIM COMMISSION

- 6.1 All Agent commission invoices will be processed and paid after the study period census date.
- 6.2 Go to Commission Claim at [ECA Agent Portal \(www.eca.edu.au/agent-portal/\)](http://www.eca.edu.au/agent-portal/) to check who is the account officer you should forward commission invoices to XXXX for processing.
- 6.3 Before a commission payment can be made; the following information must be provided on the invoice:
 - Student Name and SMS ID;
 - Course name and relevant study period;
 - Complete and current banking details which are consistent with Agent Agreement to avoid payment delays;
 - If the invoice is a tax invoice, it must contain the ABN of the Agent and show the amount of GST payable (where applicable);
 - Commission and bonus payments are payable on the fully paid tuition fees
- 6.4 Inform its Approved Agents of any change in the physical address, telephone number, facsimile number or electronic mail address of ECA, and its subsidiary and associated providers within five working days of such change.
- 6.5 ECA is not required to accept any prospective student referred by the Agent.

7. MONITORING AUTHORISED AGENT'S PERFORMANCE

- 7.1 ECA will actively monitor all Approved Agents' performance to ensure professional behavior and positive outcomes measured by the number of potential student referrals and the conversion rate to active enrolments.
- 7.2 ECA will monitor Agents' performance through the following processes:

- 7.2.1. The Associate Director, Student Recruitment, and Associate Director of Admissions hold regular *Admissions Review Meetings* to analyse, Agents' performance:
- the number of student applications and their quality and completeness;
 - the conversion rate of student Applications to CoEs;
 - the incidence of Visa rejection; and
 - the conversion rate of CoEs to actual enrolments.
 - policy and/or procedural areas requiring training and/or possible modification; and/or
 - Approved Agents who may require additional training.
- 7.2.2. Where a need for additional training is identified, ECA will contact the Agent via emails, phone calls, and Skype conversations to address specific problems and to notify them of any procedural requirements and changes.
- 7.2.3. Analysis of PRISMS based data entries for each agent on their performance made available under Subsections 175 (3) and (4) of *Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017*, namely information on the:
- 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 are invalid
 - the number of student visas issued to students recruited or otherwise dealt with by an agent that has been cancelled or have ceased to be in effect
 - the number of students accepted for enrolment in courses provided by registered providers by students recruited or otherwise dealt with by an agent
 - the completion rates of accepted students recruited or otherwise dealt with by agents."
- 7.3. Annually, each Agent's overall performance review will be completed approximately one month before the expiry/renewal date of the Agent's Agreement. Audit dates and outcomes will be entered onto the *ECA Agent Performance Audit*.
- 7.3.1. The responsible International Recruitment Manager will evaluate the Agents' performance against the agreed performance criteria as defined in the *ECA Agent Performance Audit Form*, including:
- acting in a manner which may be negligent, careless or incompetent;
 - being engaged in false, misleading or unethical advertising and recruitment practices;
 - 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;
 - acting in a manner which may be non-compliant with the terms and conditions of the Agent's Agreement and Schedule; and/or
 - being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of ECA and its subsidiary and associated providers' programs;
 - 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 success rate from enrolment to successful completion;
 - the reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates;
 - the satisfaction of students and/or third parties regarding the performance of the Agent;
 - the accuracy and currency of information and advice provided by the Agent to students;

- knowledge of and compliance with Australian legislative and regulatory requirements relating to the recruitment of international students under the ESOS Act and The National Code 2018; and
 - the overall quality and value of the appointment to ECA.
- 7.3.2. The International Recruitment Manager will make a recommendation based on the monitoring and analysis process described above relating to the renewal of the Agent Agreement, and the COO will decide whether to:
- Renew the Agent's contract;
 - Renew the Agent's contract for a further period subject to certain conditions; or
 - Terminate the Agent's contract following the procedures for terminating an Agent's Agreement.
- 7.4 Any complaint made by a student of an ECA subsidiary or associated provider using the appropriate Complaints and Appeals Policy and Procedure and/or any matter that relates to a suspected serious breach regarding the behaviour and practices of an ECA Authorised Agent will be investigated thoroughly.
- 7.4.1. Where there appear to be grounds for concern, the COO (or his/her delegate) will send to the Agent an *ECA Agent Warning Email*, which will include:
- The specific nature of and the grounds for the concern;
 - The implications of failing to meet the ECA Agent's Agreement; and requesting the Agent to respond within 10 business days of the receipt of the email.
- 7.4.2. The Associate Director, Student Recruitment (or his/her delegate) will evaluate the Agent's response to the complaint, and consider the following:
- the substance of the initiating complaint and its investigation;
 - the Agent's response;
 - the performance history of the Agent; and
 - any other relevant information.
- 7.4.3. The Associate Director, Student Recruitment (or his/her delegate) will within ten days of receipt of the Agent's response, email the Agent using the ECA Authorised Agent Email with the outcome of the investigation, which may include:
- continuing the Agent's appointment;
 - maintaining the Agent's appointment subject to certain conditions;
 - suspending the Agent's contract, making re-appointment subject to training and an agreement to comply with specifically defined requirements; or
 - terminate the Agent's appointment immediately.
- 7.4.4. If the COO (or his/her delegate) find that a complaint made about an Agent's behaviour was false and vexatious, and if the complainant was a current ECA Education Centre of Australia student, the COO may refer the issue for a formal investigation and, depending on the outcome of the investigation:
- the student may be disciplined according to their student code of conduct and relevant policies and procedures.
- 7.5 ECA reserves the right to undertake with at least twenty-four (24) hours advance notice, any audit and/or examine any Agent records (whether in paper, electronic or other forms) concerning the services rendered under the Agent Agreement and for that purpose, ECA may:

- enter onto the premises of the Agent during the Agent's regular business hours; and
- take copies of such records.

7.6 The outcome of any formal investigation will be recorded in the relevant management system.

8. RENEWING AUTHORISED AGENT AGREEMENTS

8.1 If, after the successful completion of the end of Agent Agreement contract review, ECA is satisfied that the Agent has operated professionally and ethically, has adequately represented ECA's interests, and has referred appropriate prospective students to ECA's programs and courses, with satisfactory conversion and success ratios, a three-year renewal of the Authorised Agent Agreement may be offered to the Agent.

8.2 For those Agents completing their one year contract, ECA's COO (or his/her delegate) will ask the Agent to complete an *ECA Renewal Agreement Form* (available via <https://app.smartsheet.com/b/form/e9d089798cbe4077b8ca3e98b403ad1a>).

- 8.2.1. Once ECA has received the completed Renewal Agreement Form, a new ECA Education Agent Agreement will be sent to the Agent.
- 8.2.2. If the Agent accepts the terms of the Agreement s/he will sign return to ECA's COO (or his/her delegate)
- 8.2.3. ECA COO (or his/her delegate) will counter-sign the Agent's signed copy of the Agreement and return to the Agent, along with a new ECA Authorised Agent Certificate.
- 8.2.4. The new agreement will be filed on the Agent's file and any necessary changes made to the ECA Agents' Database and ECA's website.

9. TERMINATING AUTHORISED AGENT AGREEMENTS

9.1 Termination of an Agent's Agreement will be automatic if the ECA COO (or his/her delegate) knows, or, based on reasonable grounds, concludes that the Agent has or most probably has engaged in criminal conduct, and the Agent's known or suspected actions will be reported to the relevant authorities.

9.1.1. If the Agent identifies the cause of a recognized breach as being one of their employees or sub-agents, provides valid evidence to support this and takes immediate action to dismiss the responsible employee and/or terminate the sub-agent's agreement, the ECA COO (or his/her delegate) may decide to retain that Agent, but may also require that the Agent undertakes additional training as specified by ECA COO (or his/her delegate).

9.2 Termination or non-renewal of an *Authorised Agent's Agreement* will occur in cases of demonstrable or highly suspected:

- Non-compliance with the *Authorised Agent Agreement*;
- referral of an unsatisfactory number of students recruited, conversion, visa rejection, and success rates;
- a lack of adequate and sufficient reasons for the disappointing application numbers, conversion and success rates;
- unacceptable levels of student and/or third-party satisfaction with the performance of the Agent;
- inadequate representation or misrepresentation of ECA, its subsidiary and associated providers, their programs, courses and services to students;
- evidence of non-compliance with the ESOS Act and the ESOS National Code 2018 Standards;

- demonstrated grounds for believing that an Agent engaged in unethical, unprofessional and/or criminal conduct in representing ECA; and
- unsatisfactory overall quality and value of the appointment to ECA.

9.3 When Education Centre of ECA COO (or his/her delegate) decides to terminate or not renew an Authorised Agent's appointment:

- the decision and reasons will be conveyed to the Agent in question, using the *Authorised Agent Termination Email*, and the termination will take place when the Agent is formally served that notice;
- The Department of Education (DET) and Department of Home Affairs (DHA) may be notified of the termination and the grounds for the termination if the termination resulted from suspected criminal conduct;
- Details relating to the audit and decision will be entered on the Agent's file;
- The Agent's status is updated and/or removed from the *ECA Agent Database*, ECA SMS, PRISMS, and all relevant websites. The Compliance Officer – Agent Management manages the process;
- The Agent's students will be notified of the termination/non-renewal, and invited to submit an [ECA Change of Agent Request Form](#); and
- ECA will ensure that no further referrals and applications will be accepted from the terminated Agent.

9.4 Upon termination of an Authorised Agent Agreement, the Agent, must:

- submit all applications and fees from prospective students received up to and including the termination date;
- cease all promotional activity on behalf of ECA, and its subsidiary and associated providers;
- submit no further student applications; and
- immediately stop using any advertising, promotional or other material supplied by ECA and return all material to ECA by registered mail or a reputable international courier.

9.5 All commission payments made before the expiry date of an Agent's Agreement will be honoured.

9.6 If an [Authorised Agent Agreement](#) is terminated on the basis of demonstrated or reasonably suspected unethical, unprofessional and/or criminal behaviour, the ECA COO (or his/her delegate) will inform the Accounts Department, and ECA reserves the right to immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.

9.7 If this Agreement is terminated or not renewed on a basis other than demonstrated or reasonable suspected unethical, unprofessional and/or criminal behaviour (such as inadequate referrals, applications, and conversions) the ECA COO (or his/her delegate) will inform the Accounts Department and ECA reserves the right to immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.

9.8 The decision and reasons to terminate an *Authorised Agent Agreement* may be disclosed to other parties (including relevant government departments, agencies and the Agent's employer) with all discloses following the privacy legislation and regulations.

10. CHANGE OF AGENTS

10.1 ECA seeks to ensure that its students have every opportunity for competent, ethical and professional representation by approved agents, and a parallel commitment to ensuring security of investment for approved agents allocating resources to secure enrolments for ECA.

- 10.2 In practical terms, this means that ECA recognises the legitimacy of students wanting to change agents in some circumstances, but ECA also seeks to ensure that constraints are placed on this right to provide checks on frivolous, vexatious and/or frequent student-initiated changes in agents.
- 10.3 In situations where ECA terminates or fails to renew an *Authorised Agent's Agreement*, the ECA COO (or his/her delegate) will ensure that the students represented by that Agent are sent a letter informing them of the termination/non-renewal of the Agent's Agreement, and asking them to complete and submit a *Change of Agent Request Form*, identifying a new Agent from the list of Authorised Agents published on the ECA website.
- 10.4 For all potential and enrolled students with an Authorised Agent Agreement, ECA will facilitate a change of agent for those with a **conditional Letter of Offer**.
- 10.5 ECA **will not allow a change of agent** once a student has been issued an **Unconditional (Full) Letter of Offer** and /or **Confirmation of Enrolment**.
- 10.6 In situations in which a potential student issued with a **Conditional Letter of Offer** wants to change their Agent for reasons other than the termination of their agent's Authorised Agent Agreement, that student must complete and submit:
- an ECA Change of Agent Request Form identifying their preferred new Agent, with appropriate documentation; OR
 - a Release Email or Acknowledgement from the student's existing Agent; and
 - a statement identifying how remaining with their current Agent would not be in their best interests.
- 10.7 On receiving such an application, a check will be undertaken to see if the proposed new agent is one of ECA's Authorised Agents. If the preferred new agent is not an ECA Authorised Agent, the application will be rejected.
- 10.8 If the student provides a Release/Acknowledgement Email from their agent and/or demonstrates, to the satisfaction of the International Recruitment Manager, that their best interests are not served by remaining with their existing agent, and the proposed new Agent is an ECA Authorised Agent, the International Recruitment Manager will approve the change.
- 10.9 In situations where the student has no existing CoEs for study with ECA, its subsidiaries, and/or its associated providers, ECA will agree with the requested change providing it is in no way detrimental to the student's wellbeing.
- 10.10 Once a change of agent has been approved and is scheduled to be implemented as specified above, the ECA Admissions officer will:
- notify the existing Agent of the student-initiated change of agent
 - inform the new Agent that ECA has approved the student-initiated change of agent, and
 - update the ECA Agents Database.

11. CHANGE OF SCENARIOS

The following scenarios are provided to provide Agents with clarity regarding the policy and procedure relating to change of agents.

11.1 Full Offer Scenarios

- If a **FULL** offer is issued for Provider A (and is not converted by census date) and a new Agent applies for the same student commencing in the next available intake. A change of Agent is permitted. An **exception** to this rule is when the student conversion is prevented due to provider capacity constraints.
- If a **FULL** offer issued for Provider A (and is not converted by census date) and a new Agent applies for the same student with Provider B starting in the next available intake onwards. A change of Agent is permitted.
- If a **FULL** offer is issued for Provider A and Provider A is terminated, all students will be contacted and permitted to change Agent.
- If a **FULL** offer is issued for Provider A and the student submits a formal complaint regarding the Agent, and ECA support the student claim (as per policy); a change of Agent is permitted.
- If the **FULL** offer has expired, no change of Agent requests or actions are required. The expired application will be treated as a new application.
- If the **FULL** offer has been withdrawn (in SMS), no change of Agent requests or actions is required. The withdrawn application will be treated as a new application.

11.2 Conditional Offer Scenarios

- If a student applies through Agency/Agent A and decides to change to Agency/Agent B (same or different providers).
 - ECA Admissions will request a Change of Agent Form signed by the student, including the explanation for change request.
 - On receipt of the signed Change of Agent Form, ECA Admissions will inform Agent A and update the Change of Agent tracking sheet.
 - Agent A will be given 1 business day (Monday to Friday) to respond with a new Change of Agent Request Form signed by the student confirming they wish to remain with Agent A (this could be sent in the form of an email, attaching the form).
 - Agents A and B are notified of the outcome.
 - Where Agent B is the new Agent, they must submit a completed Application Form with all supporting documents verified. **NB: No documents from Agent A can be used in the assessment.**
- No change of Agent will be allowed if the request is submitted **less than 2 business days before the final course commencement date** (last day to enrol).
- If a **Conditional** offer has expired (in SMS), no change of Agent requests or actions are required. The expired conditional offer will be treated as a new application.
- If the **Conditional** offer has been withdrawn (in SMS), no change of Agent requests or actions is required. The withdrawn conditional offer will be treated as a new application.

11.3 No Offer Issued Scenarios

- If no **Offer** was issued for Provider A due to capacity restrictions, no change of Agent is permitted for Provider A.
- If no **Offer** was issued for Provider A due to Agent failure to provide documents required for an offer to be issued. A change of Agent is permitted.

11.4 Return/Current Student) Completed ECA Group Course and applying for another ECA Group Course) scenarios

- If the student withdraws/is cancelled and/or reported before completing their course and then applies to return in the next study period. No change of Agent is allowed.

11.5 Rejection Scenarios

- If a **Rejection** is issued for Provider A (cannot be converted) and a new Agent applies for the same student with Provider B starting in the next available intake onwards. A *Change of Agent is not allowed.*

ECA's AGENT CODE OF ETHICS

Background, Purpose, and Scope

1. Australia's Education *Agent Code of Ethics* (ACE) is based on three core elements of:
 - The London Statement's Ethical Framework
 - The London Statement's Principles
 - Australia's Education Agent Standards
2. The objectives of the *Agent Code of Ethics (ACE)* were to:
 - Outline the principles and expectations of fair and ethical conduct of Australia's offshore and onshore education agents.
 - Foster best practices amongst education agents to assist them in providing quality services to potential and existing international students and partner providers.
 - Provide assurances on the quality and standard of services provided by education agents recruiting into Australia.
 - Build on Australia's globally recognized international education and training quality systems to further enhance the reputation of Australia's education system.
3. Education Centre of Australia (ECA) and its subsidiaries and associated providers of education and training to overseas students have adopted the *Agent Code of Ethics (ACE)* and expects its authorized agents to comply similarly.

Ethical Framework

The Australian education and training sector expect education agents to adhere to seven ethical principles, as outlined in the London Statement, an underlying ethical framework of: supports that

- **Integrity** – being straightforward and honest in all professional and business dealings;
- **Objectivity** – not allowing professional judgment to be compromised by bias or conflict of interest;
- **Professional competence** and due care – maintaining expert knowledge and professional service, and acting diligently;
- **Transparency** – declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student;
- **Confidentiality** – respecting and preserving the privacy of personal information acquired and not releasing such information to third parties without proper authorisation;
- **Professional behavior** – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and reasonably; and
- **Professionalism** and purpose – acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is how the profession can earn the trust and confidence of stakeholder groups (individual clients, the public,

business and government).

Code Principles

The London Statement Principles promote best practices among education agents and consultant professions that support international students. The Statement of Principles is a unifying set of understandings for the recruitment of students in international education that serve to promote best practice among education agents and consultants. The seven principles are:

Principle 1: Agents and consultants practice responsible business ethics

- Avoiding conflicts of interest
- Observing appropriate levels of confidentiality and transparency
- Acting professionally, honestly and responsibly
- Refraining from being party to any attempt by students or others to engage in fraudulent visa applications
- Operating in the best interests of the student at all times
- Declaring conflicts of interest
- Being transparent in fees to be paid by students and commissions paid by providers
- Providing clear avenues for handling complaints and resolving disputes
- Complying with relevant laws and regulations.

Principle 2: Agents and consultants provide current, accurate and honest information in an ethical manner

- Providing realistic and appropriate information that is tailored to the individual student's circumstances, particularly concerning language skills, capacity to pay and level of study
- Specifying the rights and responsibilities of the student in the country of destination
- Refraining from claiming a direct government endorsement or privileged relationship with a public official or member of the government where one does not exist; including for example the misuse of national brand logos
- Providing a registration number or other identifier on advertising material
- Using institutions' officially approved material in promoting providers with whom agents have an agreement.

Principle 3: Agents and consultants develop transparent business relationships with students and providers through the use of written agreements

- Signed by the student and the agent
- Signed by the provider and the agent
- Include information on the arrangements put in place by agents and consultants on behalf of the student, such as itemised payment schedules of fees and services, and refund and transfer policies
- Provide details on the information provided under Principles 1 and 2, as a means of guiding agents and consultants to give appropriate information to students so that both students and agents understand what has been agreed to maintain student confidentiality
- Are archived appropriately so that the agreements can be made available to the student or appropriate authority within a reasonable timeframe.

Principle 4: Agents and consultants protect the interests of minors

- Ensuring that the prospective student has adequate representation and support from a guardian and/or legal counsel during meetings with the agent or consultant and that this is recorded as informed consent before any money changes hands
- Ensuring that the client has the legal capacity to enter into any commitment

- Acting not only in accordance with relevant laws and regulations but competently, diligently and fairly as befits dealings with minors.

Principle 5: Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ

- Providing information to students about the accreditations the agents hold. This may include training undertaken, membership of any professional associations or processes conducted to become registered and accredited education agents and consultants
- Providing information about themselves that supports the comparison of qualifications and experience.

Principle 6: Agents and consultants act professionally

- Participating in training courses and professional development wherever possible
- Becoming members of professional associations and networks that promote and support best practice in the recruitment of international students.

Principle 7: Agents and consultants work with destination countries and providers to raise ethical standards and best practice

- Sharing information on best practice in the recruitment of international students by education agents and consultants.

The Agent Code of Ethics is available from:

- <https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>

Code Standards

To ensure alignment and equity, Australia's Standards for international education agents mirror the requirements for education and training providers, as outlined in the ESOS Act and The National Code 2018. The ACE provides a guide to the expected professional behaviour of individual agents and agencies working with Australian international students, parents, providers and fellow agents across the sector. These Standards will be reviewed and updated to ensure continued relevance to the sector. The standards are:

Standard	Element
Organisational Effectiveness	Demonstrates effective organisational governance and appropriate ownership including a well-articulated strategic plan, policies, and procedures
	Evidence of relevant and up-to-date business licensing and or registration
	Discloses all relevant partnerships, affiliations, and agreements are disclosed, including disclosure of sub-agent representation agreements and a clearly articulated approach to managing these relationships is in place to ensure compliance with the ACE
	Offers assurance of the organisation's financial integrity and financial systems
	Provides clear and transparent disclosure of recruitment practices and activities including countries serviced
Business Ethics	Demonstrates effective organisational governance and appropriate ownership including a well-articulated strategic plan, policies, and procedure
	Discloses any past, pending, threatened or potential litigation, arbitration or administrative actions or other disputes against the agency, CEO or other relevant business associates
	Provides current, accurate and appropriate information to students and offers a commitment to not knowingly providing false or misleading information
	Demonstrates openness and disclosure of any incentives to any party that may influence the student's decisions
Staff Capability	Demonstrates effective human resource management practices are in place to ensure all employees and representatives are trained, informed and act in the best interests of clients at all times
	Demonstrates a strong working understanding the Australian education and training system, including all relevant legislation, regulations, and information
	Completion of an Agent Training program and or other relevant education and training qualifications or programs
Agency Recruitment Practices and Standards	Implements considered and targeted marketing practices, and ensures honest and accurate communication resources are in place
	Provides appropriate, fair and considered counselling of students including assessing the student's willingness and ability to complete the courses, their understanding of the course and provider requirements and awareness of realistic employment and pathway outcomes
	Demonstrates and articulates a transparent and fair complaints and appeals process
	Offers transparent and articulated fees including a documented refund policy
	Ensures strict confidentiality of personal information and stipulates this information is not shared with a third party unless consent is given