

# HIC Policy and Procedures Manual

## Education Agents Policy and Procedure

### Policy

This policy sets out HIC's responsibilities to comply with the ESOS Act 2000 and the National Code 2018 in taking all reasonable measures to use education agents that have appropriate knowledge and understanding of the Australian international education industry and who will act with honesty and integrity. It also sets out the requirements of HIC's Education Agents acting on its behalf, (for the purpose of recruiting students) to ensure the provision of high standards of service and information to intending overseas students. The reference "education agent" also includes an employee or subcontractor of the education agent.

1. Hopkins International College (HIC) will engage "**education agents**" to recruit the international and domestic students.
2. HIC will enter into a written agreement with the Education agents, who are accepted by HIC, which specifies the obligations of both parties.
3. HIC is responsible to assess the application for enrolment of a student referred by the education agent.
4. HIC will monitor the performance of education agents to ensure that they provide applicants with necessary pre-enrolment information.
5. Education Agent agreement may be terminated by HIC if education agents take negligent, unethical or incompetent action.
6. HIC will provide education agents with current and accurate Marketing information.
7. HIC will maintain the records of all the international education agents in the Provider's Registration and International Student Management System (PRISMS).
8. HIC will notify ASQA within 30 days of signing or terminating an agreement with the education agents.

### Procedure

#### 1. Appointment and Selection

Organisations who wish to be an education agent for the purpose of recruiting intending students must apply using HIC Agent Application Form and provide the appropriate documentation in support of their application. Applications will be assessed by the Business Development Manager

a) Education agents are selected based upon their:

- commitment to the education of Students in Australia
- integrity and honesty
- demonstrate understanding of the requirements of the ESOS Act and National Code 2018
- demonstrate appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
- have proven track record of providing quality service to students who wish to study in Australia

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- have completed the Education Agents Training Course (EATC) (desirable) A list of education agents who have completed the EATC is available at <http://www.pieronline.org/qeac>
- b) HIC will not accept students from, an education agent or any person or organisation who is known or reasonably suspected to have:
- provided migration advice, unless that education agent is authorised to do so under the Migration Act
  - engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
  - facilitated the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
  - use PRISMS to create CoEs for other than bona fide students.

### **1.1 Education Agent Certificate**

Education Agents which are accepted by HIC are provided with a certificate acknowledging their authority to act as education agents for HIC. Education Agents will be encouraged to display their certificate prominently at their place of business.

### **1.2 Confidentiality**

The education agent and HIC are obliged to maintain confidentiality in line with the privacy principles by:

- Keeping the terms of this agreement confidential
- Keeping information provided by HIC other than that which is needed to perform the services in accordance with this agreement confidential
- not revealing details of the agency agreement or of HIC's operations with any other person or organisation other than providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services, and in the conduct of audits and the monitoring of HIC's operations.
- The education agent is required to maintain confidentiality with HIC's applicants or students by not revealing information about interactions between those applicants and/or students with any other person or organisation.
- The education agent must observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

### **1.3 Entering into agreements with international education agents**

HIC will enter into a written agreement with the Education Agents for a period of 12 months. The written agreement will outline:

- HIC's responsibilities, including for compliance with the Standards for Registered Training Organisations (SRTO's 2015) ESOS Act and The National Code 2018.
- HIC's processes for monitoring the activities of the education agent in representing the provider, and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services;
- the corrective action that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement including providing for corrective action
- HIC's grounds for termination of the registered provider's written agreement with the education agent, including providing for termination
- the circumstances under which information about the education agent may be disclosed by HIC and the Commonwealth or state or territory agencies.
- Details of arrangement for commission

- Start and end date of agreement
- Education Agent's obligations in representing HIC
- The requirement for Education agent to cooperate with the ASQA and other regulatory bodies:
  - by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and
  - in the conduct of audits and the monitoring of its operations

HIC will enter in to written agreements only with those education agents who will declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of HIC. This includes but not limited to;

- a) observe appropriate levels of confidentiality and transparency in their dealings with students or intending students including overseas students.
- b) act honestly and in good faith, and in the best interests of the student
- c) have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.

The agreement will be signed by HIC CEO/BDM and the education agent. A copy will be provided to the agent and the original will be retained by HIC.

#### **1.4 Subcontractors**

The authorised agent will not be permitted to subcontract their services for representing HIC.

## **2. Education Agent Training and Support**

### **2.1 Information Pack**

The education agents are provided with a comprehensive information pack, (set of documents designed for an on-going reference). The information pack provides information about HIC and the requirements of education agents according to SRTO 2015 and The National Code 2018. The information provided will be current, accurate unambiguous and will draw no false or misleading comparisons with other providers.

HIC will provide training to its selected Education Agents which will include the provision of;

- Prospectus
- Information and Policies related to:
  - Marketing
  - Enrolment
  - Credit Transfer/RPL
  - Course Progress
  - Attendance
  - Student support and welfare services
  - Deferral, suspension and cancellation
  - Transfer between registered providers
  - Complaints and Appeal
  - Fees and charges
  - Refunds
- Marketing Material in printed and electronic form

### **2.2 Education Agents Training Workshop**

HIC encourages the Education Agents to visit the college and familiarise themselves with the facilities, equipment and resources available to students. Education Agents are required to attend information workshops at which they are fully briefed on the information they must be provide to intending overseas students under the requirements of the National Code 2018. If education agents are unable to visit HIC in Australia, HIC will organise a skype session for them.

Agents are informed of the requirement to make clear and inform intending overseas students the fact that the third-party is recruiting prospective learners on behalf of HIC

### **3. Provision of Marketing Material**

3.1 Agents will be provided with information required under the ESOS Act and The National Code 2018 in print or electronic form. Agents will be referred to HIC's website for the most current and accurate information relating to its courses, forms, policies and services provided. Any flyers/brochures will be disseminated by BDM.

3.2 Upon the release of revised Marketing material, HIC will send an email to all the education agents advising them of the release of:

- Revised and updated marketing documents
- the name and version number of the revised material

The email will inform the agent that material has been updated and instructed to implement such materials from the day of receipt (email date). The education agents will be instructed to dispose of all other material in their possession. The education agent will be required to confirm their understanding by reply email.

#### **3.3 Marketing material developed by education agents**

HIC will provide all necessary marketing material to its agents. Where an agent requests to develop promotional material, the agent must obtain HIC's approval. The BDM will review the material developed by agents to ensure it meets HIC's policy and procedures for ethical marketing, including gaining signed approval by the CEO for release. Agents are not permitted to release marketing material about the products and services offered by HIC without the review and approval of the CEO.

#### **3.4 Joint marketing**

HIC may undertake joint marketing activities with agents whenever practicable. This may include attendance at education exhibitions or open days. Any proposed joint marketing activities must be approved by HICs CEO prior to arrangements being made.

### **4. Processing Enrolment**

The agreement between HIC and the education agent is a referral-based agreement. The education agent can only refer students to HIC by submitting Applications for enrolment and required supporting documentation. HIC is responsible for assessing applications, issuing of offer letters, enrolment agreement and Confirmation of Enrolment (CoE)

HIC will not accept students from an education agent whom is known or reasonably suspected by HIC of providing immigration advice where not authorised to do so under the Migration Act 1958.

#### **A. Monitoring the performance of education agents**

HIC monitors the activities of all Education Agents using the following methods:

##### **1.1 Agent Surveys**

Education Agents will be provided with a survey to complete every 6 months basis as part of HIC's process of monitoring the agents knowledge and performance. HIC will distribute the agent surveys by email and ensure that they are returned within 10 working days. A follow up meeting will be held with the agent where it is identified that corrective action may be required based on the survey responses.

## **1.2 Agent Feedback Forms completed by students recruited by education agents**

HIC will distribute an Education Agent Feedback form to all students during orientation. The feedback form is to determine that the student has received appropriate information relating to HIC's services provided. The Business Development Manager is responsible for collating the responses to produce a student satisfaction summary report. The student satisfaction summary report will be completed within ten (10) working days.

## **1.3 Regular meetings and spot checks (Face to Face or online) including social media**

The BDM will conduct meetings with the Education Agent (onshore or offshore) to ensure that the agreement is being fulfilled and to identify where support (if any) may be required. The Business Development Manager may also conduct spot checks at the agents premises where services are being conducted; including but not limited to, their office premises or observe Education Agents at work at education exhibitions. The BDM may also conduct spot checks on social media.

### **B. Performance review and corrective action**

If at any point during the course of monitoring activities, should it be identified that the Education Agent has not complied with the agreement or in the agent's activities, HIC will take corrective actions. These actions may include:

- Issuing warning letters
- Provide further training/support
- Terminating Agent Agreement
- Not Renewing Agent Agreement

Where it has been identified that corrective action is required, a performance review letter will outline the steps required to rectify the situation and enable applicants to make an informed choice about the appropriateness of their course of study. The letter will inform Education Agents that HIC will be carefully monitoring the future recruitment of intending overseas students and provide further feedback. If it is evident that there is no improvement in the outcomes, HIC will contact the Education Agents to discuss how to proceed or terminate the relationship with the agent.

### **C. Renewing Agent's Agreement**

Prior to renewing the agent agreement, HIC will take into consideration the performance reviews carried out throughout the 12 month term. The CEO, (in consultation with the BDM) will make a decision whether or not to renew the agreement with the agent.

### **D. Termination of Education Agents agreements**

HIC has the authority to terminate an agreement with Education Agents if it has been identified that the education agent has not been meeting the defined performance benchmarks.

Effective immediately, where HIC 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, HIC will immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices

The agreement may also be terminated if the agent has misrepresented to the student information about the living conditions in Australia, the educational outcomes of courses available at HIC, or migration outcomes upon accepting a CoE from HIC.

Education Agents are required to advertise and recruit ethically in accordance with HIC's Marketing policy. If it has been assessed that the Education Agent has behaved negligently, carelessly or incompetently, the agreement with the Education Agents will be terminated.

Where HIC receives a complaint about an Education Agent, HIC will use its complaints and appeals policy and procedure to investigate and assess the complaint. Further actions may be taken based on the seriousness of the complaint and complaint outcome. These actions may include:

- Issuing warning letters
- Provide further training/support
- Terminating Agent Agreement
- Not Renewing Agent Agreement

## **E. Reporting and Publishing Education Agents**

### **Reporting and Publishing Education Agents**

HIC will enter and maintain records of all the education agent details in the Provider Registration and International Student Management System (PRISMS) after signing new agreements and update records in PRISMS after terminating agent agreement.

HIC will notify ASQA about the Education Agents within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first and within 30 calendar days of the agreement coming to an end.

HIC will publish the list of all education agents in a prominent place on HIC website. HIC will regularly update that list after signing new agreement and terminating agreement with the education agents.

### **Document control**

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<b>Approved</b>	Executive Director

Feedback and enquiries relating to this policy may be directed to [info@hopkinsic.com.au](mailto:info@hopkinsic.com.au). This document can be available in alternative formats on request.

### **Amendments**

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Description</b>
1	15 May 2022	Lincoln Islam	Policy Developed
2			