**Policy: Education Agents Policy**

<table>
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<tr>
<th><strong>Policy number:</strong></th>
<th>To be defined</th>
<th><strong>Version:</strong></th>
<th>4.1</th>
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<tr>
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<td>Chief Executive Officer</td>
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<td>Chief Executive Officer</td>
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**Policy context:** This policy relates to:

- **HE Standards Framework 2011**: Chapter 1: 6.3
- **ESOS**: 4.1, 4.2, 4.3, 4.4, 4.5
- **NVR Standards 2011**: 17.1, 24.1
- **Legislation or other requirements**:
  - Tertiary Education Quality and Standards Agency Act 2011
  - The Education Services for Overseas Students (ESOS) Act 2000
  - National Vocational Education and Training Regulator Act 2011
  - Migration Act 1958
- **Other policies**: Privacy Policy
- **Forms and other documents**: Contract of Agreement/Agency Agreement, Details of Agency Agreement

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Terms and conditions

Application to represent IIBT as an agent
Corrective and preventative action plan
Due diligence check pack
Memorandum of understanding

**Key Words (Meta Data)**

Education Agency, Migration Agency, Agents, MoU, Migration Act

**Definitions**

The provider has a written agreement with each education agent it engages to recruit students on its behalf. Providers are not required to have a written agreement with agents who act on behalf of students or parents.

- The provider specifies the responsibilities of the education agent and the provider and the need to abide by the National Code 2007.
- The provider ensures its education agents have up-to-date and accurate marketing information.
- The provider monitors the activities of its education agents and takes action, including terminating the agreement, when the education agent does not fulfil its responsibilities.

It is **mandatory** for a provider to have a written agreement with education agents it engages to formally represent it. ‘Formally’ covers situations where the agent promotes courses of the provider with the intention of recruiting students for the provider.

**Evidence**

**Policy Information:**

**Policy**

IIBT is committed to take all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.

**Scope**

This policy applies to all staff and students.

**Procedures**

In entering into a service agreement with an Education, Migration Agent or Agency (Agent), IIBT will ensure that the memorandum of understanding or contract of agreement includes the requirements for:

- Bi-Annual review of the activities of the agent

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Updates of the agency name, name of the principal agent, legal entity and contact details listed on the IIBT website.

Quarterly reports of agent activities.

Corrective action procedures.

Scheduled student enrolment information updates.

Termination conditions (immediate where failures to meet National Code or Migration Act 1958 requirements are encountered).

Review Procedure

Bi-Annual Review

Bi-Annual Review by IIBT Management of the Agent must include:

- the review of quarterly reports of Agent activities
- the review of client satisfaction data
- the review of current marketing materials in use by Agent

Quarterly Reports

A quarterly report must be provided by all Agents acting on behalf of IIBT that includes:

- advice concerning the number of IIBT Student Prospectus’s made available to potential students
- advice concerning the number of students that have completed IIBT application forms
- advice concerning the number of students that have made application for VISA’s using the services of the Agent
- advice concerning the number of students that have successfully gained VISA’s to study at IIBT through the services of the Agent

Further to the establishment of the MOU or Contract of Agreement the IIBT Management shall ensure that:

- Agents are provided with current and up to date information that relates to IIBT training and assessment services on offer to overseas students.
- Agents provide current contact details for inclusion in the IIBT Website. Contact details will include the agency name, name
of the principal agent, legal entity and contact details.

- Agents operating on IIBT behalf will be required to produce relevant certifications that relate to their service provision.

- Agents operating on IIBT behalf are screened (current references) to ensure that their service history is without contravention of the rules of the Migration agent’s code of practice or provisions of the Migration Act 1958.

- Agents will not be engaged in any service delivery where the Agent is known to have engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers), or
  - facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
  - using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student, or
  - providing immigration advice where not authorised under the Migration Act 1958 to do so.

Corrective Action Procedures

Should evidence of incorrect or misleading information be identified by IIBT Management as being supplied by the SERVICE PROVIDER an immediate request for a written clarification will be requested. Should the response identify a misunderstanding or error of Educational services on offer by IIBT, a request to rectify this immediately will be issued by IIBT in writing with a written response concerning corrective actions applied to be received by IIBT from the SERVICE PROVIDER within 3 days of the initial request.

Where an Agent refuses to respond to a corrective action enquiry or fails to abide by a corrective action request, the IIBT Management shall cancel the service agreement immediately of the Agent and confirm the cancellation in writing.

The cancellation of the service agreement shall take effect 7 days from the receipt of the written advice from the IIBT Management.