

**International Students**

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**Purpose**

This policy is to ensure that Everest Institute of Education (Ei) uses 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 of integrity.

This policy will also ensure that intending students will benefit from the monitoring strategies of Ei and their ability to terminate agreements with education agents who engage in false or misleading recruitment practices.

This ensures compliance with Standard 4 of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 and Clause 4.1 Standards for Registered Training Organisations 2015 – Chapter 1 – Marketing and recruitment.

**Definitions**

**Agent** means a person or organisation with the authority to promote Ei’s courses and services to Students or intending Students in nominated regions.

**Agents Agreement** means the agreement between Ei and the Agent including the Schedules.

**CRICOS** means Commonwealth Register of Institutions and Courses for Overseas Students.

**DET** means Department of Education and Training

**Department of Home Affairs** is a central policy agency, providing coordinated strategy and policy leadership for Australia's national and transport security, federal law enforcement, criminal justice, cyber security, border, immigration, multicultural affairs, emergency management and trade related functions.

**Ei means** Everest Institute

**ESOS Act** means Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.

**ESOS Regulations** means Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.

**National Code** means National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students.

**Prospective Student** means 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.

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### Relevant Legislation means

- the ESOS Act 2000;
- the ESOS Regulations 2001;
- the Migration Act 1958;
- the Migration Regulations 1994;
- the National Code 2018;
- the Standards for Registered Training Organisations 2015 (SRTTO 2015) and
- Any other legislation or regulations relevant to governing the provision of education to overseas Students in Australia.

**Student** means A person (whether within or outside Australia) who holds a Student Visa and is an 'overseas Student' as defined by the ESOS Act.

## Policy

1. Everest Institute of Education (Ei) will only work with reputable education agents who have an appropriate knowledge and understanding of the Australian international education industry.
2. Everest Institute of Education (Ei) will only engage agents who have completed the Education Agents Training Course (EATC) offered by PIER (Professional International Education Resources) or a recognized equivalent and belong to a professional association representing education agents where one exists.
3. Everest Institute of Education (Ei) develops and implements a written agreement with each education agent that is engaged to recruit students on its behalf. Written agreements will specify the responsibility of the education agent and Ei and the need to abide by the National Code 2018, including monitoring arrangements and termination conditions in place.
4. A list of education agents with whom Everest Institute of Education (Ei) has a written agreement will be included on Ei's website. As a minimum, this information will include the agency name, name of the principal agent, legal entity and street address.
5. Everest Institute of Education (Ei) will enter and maintain education agent details in Provider Registration and International Student Management System (PRISMS).
6. Everest Institute of Education (Ei) will not accept students from an education agent or enter into an agreement with an education agent where it is known or there are grounds for believing an education agent to be:
  - ♦ Engaged in or have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of Ei under Standard 7 of the National Code 2018 (Ei Course Transfer Policy and Procedure).
  - ♦ Facilitating the enrolment of a student who the education agents believes will not comply with the conditions of his or her student visa.
  - ♦ Using the Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a bona fide student.
  - ♦ Providing immigration advice where not authorized to do so under the Migration Act 1958.
6. Where Everest Institute of Education (Ei) suspects an education agent of acting unethically but does not have a written agreement with the agent, Ei will inform both Department of Home Affairs and the Department of Education and Training of its concerns.

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7. The monitoring activities of Everest Institute of Education (Ei) will identify where an agent may be involved in any of the above activities. Ei will also take into account reports from students where the number of students is a reasonable proportion of the students recruited by an agent (e.g. 3 in 10 students).
8. Where Everest Institute of Education (Ei) has entered into a written agreement with an education agent and subsequently becomes aware, or reasonably suspects, that the agent (or employee or sub-contractor of that agent) has engaged in any of the activities specified in 4 of this Policy, Ei will immediately terminate the written agreement with the education agent. Where an employee or sub-contractor was responsible for this conduct and the education agent has already terminated the relationship with that individual, this paragraph does not apply.
9. Where Everest Institute of Education (Ei) becomes aware that its education agent has not declared conflicts of interest with its duties as an education agent of the registered provider. Ei will immediately terminate the written agreement with the education agent. This provision is to ensure transparency in the education agent's activities. Conflicts of interest include, but are not limited to:
  - when the Education agent charges services fees to both overseas students and registered providers for the same service;
  - where an education agent has a financial interest in a private education provider; or
  - where an employee of an education agent has a personal relationship with an employee of the education provider.
10. Education agents will be provided with up to date and accurate marketing information that meets the requirements of Everest Institute of Education (Ei) Marketing and Advertising Policy.
10. Information, whether disseminated directly by Ei or on its behalf, will be both accurate and factual, and:
  - accurately represents the services it provides and the training products on its scope of registration
  - includes its RTO Code
  - refers to another person or organisation in its marketing material only if the consent of that person or organisation has been obtained
  - uses the NRT Logo only in accordance with the conditions of use specified in Schedule 4
  - makes clear where a third party is recruiting prospective learners for Ei on its behalf
  - distinguishes where it is delivering training and assessment on behalf of another RTO or where training and assessment is being delivered on its behalf by a third party
  - distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification documentation from any other training or assessment delivered by the RTO
  - includes the title and code of any training product, as published on the National Register, referred to in that information
  - only advertises or markets a non-current training product while it remains on the Ei's scope of registration
  - only advertises or markets that a training product it delivers will enable learners to obtain a licensed or regulated outcome where this has been confirmed by the industry regulator in the jurisdiction in which it is being advertised
  - includes details about any VET FEE-HELP, government funded subsidy or other financial support arrangements associated with the Ei's provision of training and assessment, and

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- does not guarantee that:
  - a learner will successfully complete a training product on its scope of registration, or
  - a training product can be completed in a manner which does not meet the requirements of Clause 1.1 and 1.2, of the Standards for Registered Training Organisations 2015 or
  - a learner will obtain a particular employment outcome where this is outside the control of Ei.

**Procedure**

**1. Process new education agent application**

Procedure	Responsibility
<p><b>A. Provide information to potential education agents</b></p> <ul style="list-style-type: none"> <li>• Email or post potential education agents with the Education Agent Information Kit and <i>Education Agent Application Form</i> for completion.</li> <li>• Advise in a covering email or letter that the application process will take 6 – 8 weeks from receipt of the completed form.</li> </ul>	Director/CEO
<p><b>B. Assess application from agent</b></p> <ul style="list-style-type: none"> <li>• Acknowledge receipt of application.</li> <li>• Review application for completeness.</li> <li>• Where the application is incomplete, inform the agent of the additional information required and the requirement to provide this within 60 days or that otherwise the application will no longer be valid.</li> <li>• Consider information in application and contact referees as required.</li> <li>• Assess application based on the responses from referees, the location that the agent will recruit from, the demonstrated understanding of Australian laws in regard to student recruitment and agent experience in the recruitment of international students.</li> <li>• Approve or refuse application.</li> <li>• Notify agents in writing of the decision to approve or not approve the application and including reasons where the application is declined.</li> </ul>	Director/CEO

**2. Confirm agreement**

Procedure	Responsibility
<p><b>C. Confirm agreement with new education agent</b></p> <ul style="list-style-type: none"> <li>• Send two copies of the written agreement to agent for signing with one to be returned. The agreement will be valid for one year for new applications.</li> <li>• Following receipt of signed agreement, send certificate as evidence of registration with Ei to be displayed in agents' offices to indicate to prospective students that they have a written agreement with Ei.</li> <li>• Add approved agents to Ei list of approved Education Agents and publish on</li> </ul>	Director/CEO

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Procedure	Responsibility
<p>Ei web site.</p> <ul style="list-style-type: none"> <li>Update the Agent on PRISMS.</li> </ul>	
<p><b>D. Renew existing agent agreements</b></p> <ul style="list-style-type: none"> <li>For existing education agents and subject to effective performance, provide copies of renewed agreements for signing. Existing agreements will generally be renewed for a further three years.</li> </ul>	Director/CEO

**3. Implement agent agreement**

Procedure	Responsibility
<p><b>E. Induct new agents</b></p> <ul style="list-style-type: none"> <li>Provide an induction regarding Ei course offerings</li> <li>Provide an overview of Ei current marketing</li> <li>Discuss student enrolment and selection process</li> <li>Provide approved marketing materials and discuss process for updating any revised marketing materials.</li> <li>Discuss and clarify National Code 2018 requirements and Ei Education Agent Policy</li> <li>Confirm dates for review of Agreement and targets to be achieved</li> </ul>	Director/CEO
<p><b>F. Provide up to date information to agents</b></p> <ul style="list-style-type: none"> <li>Provide up to date information to agents through: <ul style="list-style-type: none"> <li>Email newsletters regarding important information for agents.</li> <li>Emails, phone calls, text messages or other informal communications regarding specific student issues</li> <li>Delivering seminars and marketing events with agents when Ei representatives are available in the agent's region.</li> <li>Publishing content on Ei's website and social media profiles</li> </ul> </li> </ul>	Director/CEO
<p><b>G. Monitor education agents</b></p> <ul style="list-style-type: none"> <li>Implement monitoring procedures as per written agreement including: <ul style="list-style-type: none"> <li>Documented face to face meetings and/or teleconferences with agents.</li> <li>Analysis of quality and quantity of applications on behalf of prospective students</li> <li>Analysis of conversion rates from lodging applications to studying at Ei.</li> <li>Requirement for a quarterly report documenting the number of students interviewed by the agent either in their offices or at other venues such as education fairs.</li> <li>Documenting on the agent's file instances where students claim to have been misinformed about their studies at Ei.</li> <li>Documenting on the agent's file instances where the agent has shown a lack of knowledge of student visa requirements or other matter relating to the student's stay in Australia.</li> </ul> </li> </ul>	Director/CEO

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Procedure	Responsibility
<ul style="list-style-type: none"> <li>○ Surveying current and prospective students about the information provided to them by the education agent and the level of assistance given to the student to assist them in travelling to Australia.</li> <li>• If at any time, monitoring procedures show that the agent is not meeting the terms as specified in the written agreement, investigate the issue as shown below.</li> <li>• Where an agent is meeting the terms as shown in the written agreement, provide written feedback to agent indicating such.</li> </ul>	
<p><b>H. Investigate agents who are not meeting the terms of their agreement</b></p> <ul style="list-style-type: none"> <li>• Seek feedback from the agent on the issue.</li> <li>• Discuss issue with the Director/CEO and decide on action as follows: <ul style="list-style-type: none"> <li>○ Where it is considered that there was no breach of the agreement, write to agent confirming this.</li> <li>○ Where corrective or preventative action is required, inform agent in writing of breach and action required and timelines.</li> <li>○ Where breach is considered to be major, inform agent of the reasons, terminate agreement and report to Department of Home Affairs and DET.</li> </ul> </li> <li>• Where an agent is required to implement corrective or preventative action, monitor agent to ensure that actions are implemented according to agreed timelines. If actions are not implemented, terminate the agreement as above using Letter of Termination (Education Agent).</li> <li>• Keep all documentation on file.</li> </ul>	Director/CEO

**Document Control**

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