

Engaging, Managing and Monitoring the Performance of Education Agents Policy and Procedure

1 Rationale

Oxford English Language Centre (Oxford) has formulated this policy on Engaging, Managing and Monitoring the Performance of Education Agents in accordance with the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (National Code) Standard 4 requirements.

These provisions strengthen the ability of Oxford to regulate the activities of the education agents and also ensures that Oxford uses ethical education agents.

2 Scope

This policy and procedure applies to all staff, contractors and education agents engaged by Oxford.

3 Policy

3.1 Oxford enters into a written agreement with each education agent it engages to formally represent it.

3.2 The agreement specifies the responsibilities of the education agent and Oxford and the need to comply with the requirements in the Education Services for Overseas Students Act 2000 (ESOS ACT) and the National Code 2018 including:

- Oxford's responsibilities, including for compliance with the Education Services for Overseas Students Act 2000 (ESOS Act) and National Code 2018;
- the requirements of the agent in representing the registered provider;
- Oxford's processes for monitoring the education agent's activities and ensuring the education agent gives overseas students accurate and up-to-date information;
- the corrective actions that may be taken and the grounds for termination of the written agreement with the education agent; and
- the circumstances which information about Oxford and its education agents may be shared by Oxford and Commonwealth or state and territory agencies.

3.3 Oxford will only engage agents who agree to:

- declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of Oxford;
- have appropriate knowledge and understanding of the Australian International Education and Training Agent Code of Ethics;
- observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
- act honestly and in good faith, and in the best interests of the student

3.4 Oxford will take immediate corrective action or terminate a relationship if an agent (or an employee or subcontractor) is not complying with the National Code and will not accept overseas students from an education agent if it knows or suspects that the education agent is engaging in unethical recruitment processes.

- 3.5 Ozford will maintain a register of its appointed agents and also will publish an up-to-date list of agents on PRISMS, the Ozford Website and will notify the Australian Skills Quality Authority (ASQA) of new education agents.

4 DEFINITIONS

In this policy:

- 'Agent's Commission' means the commission specified under the agent agreement
- 'Marks' means logos, trademarks, designs, and crests that belong to or carry the name of Ozford;
- 'PRISMS' means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment);
- 'Course Fee' means the tuition and other fees set by Ozford for the Courses;
- 'Courses' means the full time registered courses offered by Ozford and registered on CRICOS;
- 'Prospective student' means a person (whether within or outside Australia) who intends to become, or who has taken any kind of steps towards becoming a Student at Ozford.
- 'Services' means the services described under the agent agreement;
- 'Student' means an 'overseas student' as defined in the ESOS Act;
- 'Term' means the period set out in the agent agreement;
- 'Territory' means the countries or regions set out in the agent agreement.

5 PROCEDURES

PURPOSE AND ROLE OF EDUCATION AGENTS

- 5.1 The primary purpose that Ozford enters into an agreement with an education agent is for the education agent to recruit high quality genuine students to enrol and study in Ozford's courses approved for delivery at locations in Australia.

- 5.2 In undertaking this role the education agent has to
- Promote Ozford and its approved programs in the agreed Territory in accordance with Ozford policy and procedures
 - Ensure all applicants for Ozford Courses are both Genuine Temporary Entrants and Genuine Students, in order to maintain the integrity of the Australian student visa program, and to ensure Ozford only recruits high quality genuine and temporary students.
 - Provide prospective students with all necessary information about the Programs, Ozford facilities and services and assistance in completing and submitting application forms to Ozford

And in doing so must;

- Comply with all the requirements of the ESOS Act, The ESOS national Code, the NVR Act and RTO Standards 2015

ENGAGING AGENTS

- 5.3 Ozford engages agents after thorough investigation and completion of a referee check. The appointment of agent is done through written agreement containing full information to comply with ESOS ACT, National Code Standard 4 and the RTO Standards 2015 standards 2 and 8.

- 5.4 Interested individuals/organisations may be invited by Ozford or may submit an application form for becoming education agents for Ozford.
- 5.5 An agent's suitability for engagement primarily determined by
- Business Registration – an Australian Registered Business or (other Business with demonstrated experience in) complying with relevant laws and regulations of Australia.
 - Business Services – demonstrated capacity to deliver counselling and support services to clients.
 - Market Knowledge and Capacity – demonstrated previous experience in recruiting international students
 - Appropriately Trained and Qualified Staff – education agent staff demonstrate the capacity to provide high quality services and information to prospective international students.

Engagement by Invitation

- 5.6 Agents who have not previously been engaged by Ozford (i.e have not had an agreement); but acting on behalf of students/parents have a record of placing successful and genuine students with Ozford more than three separate occasions may be invited to enter into an agreement to represent Ozford. The invitee has to provide normal application information and be subject to normal checks by the marketing office.

Engagement by Application

- 5.7 Interested individuals/organisations may submit an application form for becoming education agents for Ozford.
- 5.8 The Admissions and Marketing team acknowledges the application and checks the application details for accuracy, correctness and adequateness and investigates the veracity of the information by contacting the agents referees and by other methods that could include conducting checks on the agent's performance and reputation, for example with other education providers, known students of the agent, the relevant Australian Embassy or Australian Education International (AEI) and various websites.
- 5.9 An application can only be accepted by the Head of Marketing and Admissions if there is written recommendation from the marketing office where the recommendation includes evidence of contact referees and a completed suitability checklist.
- 5.10 The Head of Marketing and Admissions will determine whether or not Ozford enters into an agreement with each applicant.
- 5.11 Where investigation of the application shows that the potential Agent has:
- been engaged in, dishonest practices; this includes behaviour which relates to Standard 7 - Transfer between registered providers
 - facilitated the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
 - used PRISMS to create a CoE for other than a bona fide student
 - provided immigration advice where not authorised under the Migration Act 1958 to do so (i.e. not a registered migration agent).

The Head of Marketing and Admissions automatically refuses the application.

- 5.12 Where Ozford chooses to not enter into an agreement with an applicant, that applicant will be notified as such in writing within 14 days of receipt of the application. A reason for the decision must be stated on the notification.
- 5.13 All Agent applications and supporting evidence are to be kept on file by the Marketing office.
- 5.14 If the Head of Marketing and Admissions is satisfied with the application, Ozford enters into a written agreement with the agent.

AGENCY AGREEMENTS

- 5.15 Written agreements with Education Agents:
- specify the responsibilities of the education agent and Ozford and the need to comply with the requirements in the National Code 2018 and RTO Standards 2015
 - include processes for monitoring the activities of the education agents
 - detail means of dealing with agents suspected of being negligent, careless or incompetent or engaged in false, misleading or unethical advertising and recruitment practices
 - specify termination conditions.
 - the jurisdiction of the agreement.
- 5.16 Written agreements include the following a clause consistent with Standard 8.2 of the RTO standards.

The agent will cooperate with the VET Regulator:

- 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.

TERM OF AGREEMENT

- 5.17 Normally one year for an initial agreement and up to three years for subsequent agreements or as agreed subject to annual review.

MONITORING PERFORMANCE

- 5.18 Ozford monitors the performance of its approved agents in an ongoing way by number of methods:

- Student Feedback
- In-house analysis of agent performance
- In house analysis of student performance

Such monitoring can include some or all of the following means:

- Analysis of Education Agent Feedback Form
- Ongoing and consistent contact with agents via telephone and email.
- Regular training of agency staff of regulatory requirements including ESOS and National Code requirements, and product knowledge updates.

- Regular scrutiny of agent websites for accuracy and currency of information relating to Ozford
- Regular provision and re-stocking of Ozford promotional material.
- Conducting checks on the agent's performance and reputation, for example with other education providers, the agent's referees, the relevant Australian Embassy or Australian Education International (AEI)
- Student study outcomes (e.g. course completion rates, visa compliance)
- Department of Home Affairs data, in relation to visa grant / refusal rates

5.19 The monitoring procedure is designed to ensure that Ozford is using reputable agents. The outcome of any monitoring will form part of the input to the annual review meeting.

5.20 All information related to monitoring agents will be recorded on the Ozford data management system.

ANNUAL REVIEW OF AGENT AGREEMENTS

5.21 All agency agreements will be subject to an annual review

5.22 The Head of Marketing and Admissions will develop an annual schedule for the review of agency agreements. The schedule will take into account the expiry date of the agreement.

- For all agreements due to expire the review will be scheduled at least 1 month prior to the expiry date
- For ongoing agreements the date of review will generally coincide with the anniversary date

5.23 For the purposes of the review Agents will be divided into 2 groups:

- Those agents who have recruited NO students during the year and consequently have No Registrations; and
- Those agents who have recruited students during the year and consequently have Registrations

Agents with no registrations

5.24 Agents with ***no registrations*** will automatically become inactive on management system and if the agreement is due to expire will not be renewed. If the agreement is ongoing with a future expiry date the agent will be contacted and a decision made by the Head of Marketing and Admissions as to future action

Agents with registrations

5.25 Agents ***with registrations*** will be reviewed based on:

- Monitoring evidence gathered throughout the year
- Number of student enquiries received from the specific agent;
- Number of students enrolling from the specific agent;
- Number of students dissatisfied with the specific agents services; and
- Student study outcomes (e.g. course completion rates, visa compliance)

- Department of Home Affairs data, in relation to visa grant / refusal rates
- Student Feedback
 - Within two weeks of commencement of course at the Ozford, new students who have come through an Ozford approved agent are asked to complete the Education Agent Feedback Form, included in student orientation packs. This form provides direct feedback concerning students' opinions and experiences with their agents.
 - From this feedback Ozford is able to collate and analyse areas where agents could improve and also provides an assessment of their services and performance on a routine basis.

5.26 The Head of Marketing and Admissions considering the review evidence has a number of options:

- For agreements due to expire:
 - Renew or decide not to renew the agreement
- For agreements that are ongoing :
 - Notify the agents of satisfactory performance
 - Implement some corrective or preventive actions
 - Terminate the agreement

RENEWAL OF AGREEMENT

5.27 Agents who satisfy requirements will be issued a new agent agreement for a period of up to three years.

CORRECTIVE AND PREVENTATIVE ACTIONS

5.28 If as a result of ongoing monitoring or as the result of an annual review the marketing office has concerns about the performance of an education agent the Head of Marketing and Admissions may authorise some form of corrective or preventative action.

5.29 Corrective and preventative actions must be appropriate to the breach of requirements by the Agent.

5.30 Ozford will take immediate corrective and preventative action upon becoming aware of an education agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.

- Corrective may include:
 - Providing additional information/material or
 - Targeted training in, for example, the expectations of the provider,
 - Requiring the Agent to undertake counselling by the Ozford about the Agent's responsibilities code of conduct under the agreement and requirements under the National Code.
 - A Warning letter
- Corrective action may also include termination of the agreement with the education agent.

- Preventative action could include training sessions for agents and ensuring they have all the material they need to represent the provider accurately and professionally.

5.31 Agents refusing to undertake the required corrective and preventative action will have their agreement cancelled.

TERMINATING THE AGREEMENT

5.32 Under this policy

- Either Ozford or the education agent may terminate an agency agreement at any time by giving the other party 30 days prior written notice.
- If the Agent breaches any provision of the Agreement, Ozford may terminate the Agreement at any time and with immediate effect by giving written notice to the Agent;
- On termination of the agreement, the agent must: submit all applications and fees from prospective students received up to the termination date; and immediately cease using any advertising, promotional or other material supplied by Ozford and return all material to Ozford by registered mail or a reputable international courier; and
- The termination of the Agreement by either party will not affect any accrued rights or remedies of either party.

Conduct of Agent's Employee

5.33 Under this policy an agency agreement must specify that an Agent must terminate any agreement with an employee if the agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

RIGHT TO APPEAL

5.34 Ozford supports an agent's right to appeal for non-renewal of agent agreements. Agents must address their appeal in writing with any supporting documentation. The Head of Marketing and Admissions will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.

COST OF ADVERTISEMENT AND PROMOTIONAL ACTIVITIES

5.35 The agent agreement will clearly state the responsibility of bearing the cost of advertisement and promotional activities.

AGENT'S COMMISSION

5.36 Under this policy Ozford is free to negotiate a commission to be paid to agents and the basis on which such commission will be paid.

5.37 The Agent commission:

- will be clearly specified in the contract and paid accordingly
- will be payable for each student recruited and enrolled into any of the course provided by Ozford in any given semester.

- will be payable for each student who:
 - Is recruited by the Agent; and
 - Is enrolled in a course; and
 - Has paid the course/semester fee to Ozford; and
 - Has commenced the course; and
 - Who has not, subsequent to commencing the course, been fully refunded the fees.
- 5.38 An Agent will be regarded as having recruited a student under this policy if the agent submits the student's application for enrolment, that application also bears the agent's name and eCoE has been issued after payment of fee.
- 5.39 An Agent's Fee is not paid where the student applies to enrol directly to Ozford or subsequent to the admission; agent was in breach of this agreement or engaged in the activities which are detrimental to Ozford.
- 5.40 No Agent's commission will be payable unless the agent has submitted an invoice in a form approved by Ozford.

ASSIGNMENT AND SUBCONTRACTING

- 5.41 In entering agreements with education agents, Ozford specifies that the agent must:
 - Not assign the agreement or any right under the agreement without the prior written consent of Ozford (which may be withheld at its discretion).
 - Not subcontract to any person the performance of any of its obligations under the agreement without the prior written consent of Ozford (which may be withheld at its discretion).
 - Despite any subcontract, the agent remains liable for performing its obligations under the agreement.
 - Terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

DATA STORAGE

- 5.42 For the efficient implementation of this policy, Ozford operates with an Institute wide data management system utilized by all Ozford staff, particularly marketing staff.
- 5.43 This approach ensures that there is only one database of agents which can be read/used by all but written/updated by only the Head of Marketing and Admissions.
- 5.44 This data management system enables or facilitates access to or provision of the following general or specific agent related information.
 - List of Ozford agents
 - List of current students with identified agent
 - For each identified agent the names of those students
 - who have been requested to attend a meeting about course progress, and

- who have had letters sent notifying them of Ozford's intention to report and
 - who have been reported to Department of Home Affairs by Ozford for breach of visa conditions.
- Notification to ASQA for agents via the ASQA portal.
- Agent agreements
- Policy and procedure for engaging and monitoring agents
- Criteria on which Ozford bases their selection of agents
- Agent application form or agent declaration
- Survey given to students that asks questions about their satisfaction with their agents
- Analysis of any survey results
- Reports from the marketing manager about interactions with agents
- List of agents that have been terminated or have had any form of corrective action taken by Ozford
- Material provided to agents explaining the role expected by Ozford
- List of training programs provided by Ozford to agents or names of training programs that Ozford expects agents to have undertaken
- List of agents that have participated in training programs
- Marketing material kits provided to agents or made accessible to agents
- Ozford staff responsible for management of Agents

NOTICES

- 5.45 For any agreement established under this policy will include the following clause relating to issuing of notices:
- A notice under the agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address given in the agreement.
 - A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

GOVERNING LAW

- 5.46 Any agreements with education agents will be governed by and construed in accordance with the law in force in the Victoria, Australia.

6 FEEDBACK

Feedback or comments on this policy and procedure is welcomed by the Executive Management Team.