

P.05.09 ESTABLISHING, MAINTAINING, MONITORING AND TERMINATING EDUCATION AGENTS POLICY

1.0 INTRODUCTION

In accordance with Standard 4 (4.1 to 4.5) of The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, as well as Standards for Registered Training Organisations (RTO's) 2015; this policy governs the engagement, management, and monitoring performance of Education Agents engaged by AVETA.

2.0 POLICY

2.1 As per ESOS National Code Standard 4

- Under the ESOS National Code Standard 4 it is mandatory for AVETA to enter into a written agreement with each education agent it engages to recruit students on its behalf. Accordingly, AVETA will have a written agreement with all education agents it engages to formally represent it; and will maintain the agreement, signed and dated, by both parties on each education agents file.
 - Note 1 –
'Formally' covers situations where the agent promotes courses of AVETA with the intention of recruiting students for AVETA.
 - Note 2 –
AVETA will only establish agreements with the education agents, not their employees or sub-contractors of the agent.
- AVETA will ensure education agents have appropriate knowledge and understanding of the Australian International Education and Training Agent Code of Ethics and will not use education agents who are dishonest or lack integrity.
- Under subsection 186 (1) of the National Vocational Education and Training Regulator Act 2011 and in line with the Fit and Proper Person Requirements 2011, AVETA will require all educational agents to sign a Fit and Proper Person Declaration and have it duly authorised and provide it to AVETA as part of their agreement; AVETA will maintain this declaration on each education agents file.
- AVETA will specify in the agreement that the education agent will abide by the National Code 2018.
- AVETA will ensure that its education agents have up-to-date and accurate marketing information. AVETA will ensure that it maintains evidence of processes for updating promotional material used by their agents and for informing agents of any changes.
- AVETA will annually monitor the activities of its education agents and takes action, including terminating the agreement, when the education agent does not fulfil its responsibilities. AVETA will maintain evidence that AVETA has undertaken monitoring activity of its agents on each education agents file.
- AVETA will take immediate corrective and preventative action upon AVETA becoming aware of an education agent being negligent, careless or incompetent or being engaged in false, misleading or using unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training
 - Note 3 -
 - i) Corrective could include providing additional information/material or targeted training in, for example, the expectations of AVETA. Corrective action may also include termination of the agreement with the education agent.
 - ii) Preventative action could include training sessions for agents and ensuring they have all the material they need to represent AVETA accurately and professionally

2.2 As per Standards for Registered Training Organisations (RTO's) 2015 - Clause 2.3, 2.4 & 8.3

- AVETA will ensure that where services are provided on its behalf by an Education Agent relating to recruitment of prospective learners, the provision of these services will be the subject of a written agreement.
 - To help each party understand their obligations, AVETA's written agreement will explain what is expected from each party in detail.
 - AVETA's written agreement will require that any Education Agent will cooperate with ASQA in the provision of information and in the conduct of audits and other monitoring activities.
 - AVETA's written agreement will stipulate that the Education Agent will only use resources provided by AVETA.
- AVETA will retain evidence of all current written agreements for all Education Agents on the Agents File.
- AVETA will notify ASQA:
 - of any written agreement entered into under clause 2.3 for the delivery of services on its behalf 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.
- AVETA will ensure it has sufficient strategies and resources to systematically monitor any services delivered on its behalf by an Education Agent, and uses these strategies and resources to ensure that the services delivered by an Education Agent comply with these Standards at all times.
- AVETA is responsible for all services delivered under its registration, regardless of where these are conducted in Australia or in other countries. AVETA accepts responsibilities in this regard to the following:
 - providing data
 - cooperating with ASQA
 - complying with advertising and marketing standards
 - informing prospective learners
 - dealing with complaints and appeals
 - collecting fees, and
 - recordkeeping.
- AVETA will schedule reviews of its Education Agent on an annual basis and report on the outcome of these reviews to the Education Agent as well as maintaining a copy on the Agents file. Where a review identifies non-compliance AVETA will advise the Education Agent what it must do to be compliant. AVETA will retain evidence that the non-compliance has been corrected and maintain this on the Education Agent's file.

3.0 AVETA AGENT AGREEMENTS

- AVETA will establish agreements with its Education Agents which will specify what actions they need to take to recruit students on its behalf, including their responsibilities as an Education Agent in order to comply with the National Code.
- This agreement will also include:
 - The processes for AVETA to annually monitor the activities of their education agents, including where corrective and preventative action may be required; and
 - The termination conditions, including providing for termination in the following circumstances
 - Where AVETA becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, is
 - 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);
 - 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 bona fide a student; or
 - providing immigration advice where not authorised under the Migration Act 1958 to do so.
 - AVETA will also terminate the agreement with its Education Agent if they do not take action against an individual employee who breaches their agreement by terminating their relationship with that individual employee.

4.0 REFERENCES

4.1 ESOS Act (2000) - <https://www.legislation.gov.au/Details/C2020C00039>

4.2 ESOS National Code (2018) - [National Code of Practice for Providers of Education and Training to Overseas Students 2018 \(legislation.gov.au\)](#)

4.3 Standards for Registered Training Organisations (RTO's) 2015 - [Users' guide to Standards for RTOs 2015 | Australian Skills Quality Authority \(ASQA\)](#)