



International Education Agent Policy

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International Education Agents Policy

Purpose

This Policy sets out how Lyons College will select, appoint, monitor and terminate international education agents.

Background

The *International Education Agents Policy* has been created to ensure that the use of international agents is transparent and always performed in good faith. These aspirations are taken up in our ethical *Marketing and Student Recruitment Policy*, which runs in conjunction with the *International Education Agents Policy*.

Definitions

ESOS Act: *Education Services for Overseas Students Act 2000*

ESOS Regulations: All regulations made under the ESOS Act

Education Agent: An organisation, or a representative of an organisation, that acts on behalf of an academic institution to promote its educational programs to prospective students in other countries.

National Code: National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007.

Prospective Student: An individual who is interested in becoming a student at Lyons College.

Policy

Lyons College recognises the important part that international education agents play in the marketing to and recruitment of international students. This Policy sets out how Lyons College will ensure that the use of international education agents is transparent and always performed in good faith.

1. Policy Principles

Education Agents provide a reliable way to recruit students from outside Australia. Policy principles include:

- Establish formal agreements with agents
- Monitor quality of agent's and students entering through this channel

2. Agent Recruitment

Lyons College will ensure the following when assessing the suitability of education agents:

- Knowledge of the Australian international education industry, with particular expertise in the higher education sector
- Appropriate accreditation
- Compliance with the relevant laws and regulations
- Experience in providing academic advice to international students
- Appropriate business licenses
- Annual performance reviews
- Confidentiality
- Transparent fee schedules, policies and processes

3. Responsibilities

Lyons College Responsibilities:

- Keep agent up to date on course details and requirements
- Provision of Ethical Practice Guidelines

Education Agent Responsibilities:

- Knowledge of the legal requirements, Lyons College policies and the Australian education industry and the higher education sector
- Providing accurate information to students
- Compliance with the relevant laws and regulations
- Confidentiality
- Acting with honesty and integrity at all times
- Informing students of any relevant visa or immigration requirements and ensuring these requirements have been met before they are accepted by Lyons College
- Determining students' English proficiency
- Protecting students' privacy and rights
- Engage with information sessions on product updates

4. Engaging an Agent

Education agents will be hired on the following conditions

- Lyons College's management team is wholly responsible for interviewing and selecting agents and for managing the education agents' daily activities.
- A representative of Lyons College has met and assessed as suitable any given agent.
- A written agreement has been entered into between the education agent and Lyons College that outlines the various acts that the agent will carry out for Lyons College, as well as the obligations of the education agent.
- Education agents must be recognised and certified within State laws and regulations.

5. Annual Quality and Performance Review

Agents will undergo an annual review which will include:

- Standard of performance
- Compliance with Educational Practice Guidelines
- Accurate representation of Lyons College and its courses
- Compliance with agreement

If an education agent is found to be in breach of their written agreement, Lyons College reserves the right to terminate such agreement.



International Education Agent Procedure

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Related Documents:	<ul style="list-style-type: none"> ➤ International Education Agent Policy ➤ Agent Application Form v1.1 ➤ Agent Reference Check Form v.1.1 ➤ Agent Review Form v.1.1 ➤ Agent Site Visit Form ➤ Agent Training Manual ➤ International Education Agent Agreement 		
Relevant Legislation	<ul style="list-style-type: none"> ➤ <i>Education Services for Overseas Students Act 2000</i> ➤ <i>National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code 2018)</i> ➤ <i>Standards for Registered Training Organisations (RTOs) 2015</i> ➤ Australian International Education and Training Agent Code of Ethics ➤ Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants (the London Statement), 19 March 2012 		

International Education Agents Procedure

Purpose

This Procedure sets out how Lyons College will select, appoint, monitor and terminate international education agents in accordance with the *International Education Agents Policy*.

Definitions

Agent means the entity or person identified as the Agent and its officers, employees, contractors or Agents.

Agent Code of Ethics means the Australian International Education and Training Agent Code of Ethics

Course means the CRICOS registered courses offered by Lyons College

CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students

Confidential Information means all information (whether of a technical, business or financial nature or otherwise) and records of a party, student or other person, in whatever form

Commission means the agreed fees payable as set out in Schedule 1 of the *International Education Agent Agreement* that Lyons College will pay an Agent for the performance of the Services set out in that Agreement.

ESOS Act means the *Education Services for Overseas Students Act 2000*

ESOS Framework means the ESOS Act, the *Education Services for Overseas Student Regulations 2001* (Cth) (ESOS Regulations), the *Education Services for Overseas Students (Registration Charges) Act 1997* (Cth) (ESOS Charges Act) and the National Code

National Code means the *Code of Practice for Providers of Education and Training to Overseas Students 2018*

PRISMS means the Providers Registrations and International Students Management System

Services means the specified functions and duties to be provided by the Agent described in the *International Education Agent Agreement*

Term has the meaning given by Clause 6 of the *International Education Agent Agreement*

Appointment of Agents

Lyons College is open to receiving applications from international education agents seeking to represent Lyons College and recruit students. Agents are appointed by entering into a contract being the *International Education Agent Agreement* (Agreement).

New agents are appointed for the Term set out in the Agreement.

All agents interested in gaining an appointment must comply with the following procedures:

- Submit a completed Lyons College *Agent Application Form* available by emailing a request to agents@lyons.edu.au. The form must be completed honestly and accurately, and details of at least two referees provided (preferably other Australian international education providers). All requested associated documentation must be provided as attachments.
- Lyons College's Chief Operating Officer (COO) (or their delegate) will:
 - ◆ evaluate the Agent Application Form
 - ◆ contact the two nominate referees and complete the Agent Reference Check Form,
 - ◆ make a provisional assessment of the applicant's suitability for appointment as an Agent
- The COO (or their delegate) will review all the applicant's documentation and make a final assessment as to the applicant's suitability for Appointment as an approved Agent. Reasons will be provided for the recommended appointment (or non-appointment) as an Agent. All outcomes/reasons provided will be recorded under the agent profile.
- If an applicant is assessed as suitable for appointment as an Agent, the COO (or their delegate) will complete an *International Education Agent Agreement*, (including all schedules). This will be provided to the Agent via email (or in hard copy when requested).
- If the Agent accepts the terms of the Agreement, they will sign and execute the Agreement and return to Lyons College.
- Once a signed and executed Agreement has been received, Lyons College's Chief Executive Officer will countersign the Agreement.
- The COO (or their delegate) will send a fully executed copy of the Agreement to the Agent, along with an Authorised Agent Certificate.
- Details regarding the Agent and the Agreement will be entered on the Lyons College's Agents Database, and the Agent's names and relevant information will be published on the Lyons College Website.
- Upon appointment, Lyons College will enter the Agents' details in PRISMS, in accordance with Clause 4.1 of National Code.

Training of Agents

Lyons College will provide newly appointed Agents with training in:

- the legislative and regulatory requirements relating to international education in Australia
- Australian requirements for and conditions of student visas
- Lyons College Policies and Procedures
- Terms and conditions of their Agreement
- the programs, courses, administrative procedures, and forms for Lyons College

After such training, the Chief Operating Officer (COO) will identify any possible areas for further Agent training and development, as well as identifying particular strengths of the Agent.

Where possible, Agents will be invited to visit the Lyons College campus. If this is not possible, Agents may be visited by the COO (or their delegate). They will review their performance and identify areas for

further training, particularly in the areas of international education in Australia, student visa requirements, knowledge of Lyons College education and training programs as well as provide access to current marketing and promotional materials.

After such a visit, the COO will identify any possible areas for further Agent training and development, as well as identifying particular strengths of the Agent.

All Lyons College Agents will be provided and required to participate in at least one information and training session a year. In addition, when there are legislative, regulative, and/or administrative changes in laws, regulations, Policies and Procedures pertaining to international students, Lyons College will provide the information and training necessary to ensure that its Agents remain fully compliant and professional. After each training session, the responsible COO (or their delegate) will provide feedback using the Agent site Visit Form.

Responsibilities and Obligations of the Agent

Compliance and Quality Assurance

The Agent must:

- to provide the Services with due care and responsibility and in compliance with applicable legislation, determinations and directions of statutory bodies including the Australian Competition and Consumer Commission, including, but not limited to the following:
 - ◆ The ESOS Act
 - ◆ The National Code
 - ◆ *Tertiary Education Quality and Standards Agency Act 2011 Cth*
 - ◆ *Higher Education Standards Framework 2015*
 - ◆ *Standards for Registered Training Organisations (RTOs) 2015*
 - ◆ Agent Code of Ethics
- to familiarise themselves with, demonstrate understanding of, and at all times comply with the requirements of the ESOS Act and the National Code. Lyons College recommends that the Agent undertakes AEI online education agent training, which can be accessed at <http://eatc.onlinetrainingnow.com/about>
- to ensure all staff of the Agent have appropriate knowledge and understanding of the international education system in Australia, and the Australian International Education and Training Code of Ethics. Are made aware of, maintain knowledge of, and comply with, the requirements of the ESOS Act, and the National Code 2018.
- to uphold and protect the reputation of the Lyons College and the Australian international education sector.
- to provide the Services in accordance with an Agreement.
- to provide the Services in a professional, lawful and proper manner in accordance with best practices.

- that any person engaged in the provision of the Services shall be of good reputation, be properly qualified and not be charged or convicted of an indictable offence or an offence of dishonesty or sexual assault.
- to maintain records in respect of the provision of the Services and allow Lyons College (or its authorised Agent) to have access to those records immediately on request. This clause survives termination or expiration of an Agreement for any reason.
- to comply with all lawful directions of Lyons College including policies and directions relating to occupational health and safety, privacy, equal opportunity and anti-discrimination.
- that any licence to use, disseminate or disclose products or services using the Intellectual Property of Lyons College is limited to the provision of the Services in accordance with an Agreement and the Intellectual Property may not be used for any other purpose or provide to any person other than in accordance with an Agreement.
- to ensure that any other staff of the Agent uses to provide the Services maintain skills and meet all costs associated with maintaining their skills during the Term.
- to allow, facilitate and do all such things and execute any such documents as may be reasonably necessary to allow Lyons College to investigate or substantiate any references, academic qualifications, criminal background checks or working with children qualifications of any person engaged or used by the Agent to provide the Services.
- to at all times act in a manner that enhances the reputation and goodwill of Lyons College, its employees, officers, products or services.
- not to tolerate any conduct that constitutes cheating, plagiarism, breach of copyright or academic ethics.
- to ensure that any person engaged in the provision of the Services is not intoxicated (whether by alcohol or drugs) and does not at any time engage in any conduct that could be construed as illegal or as a sexual advance towards any student.
- immediately notify Lyons College from time to time of any information that Lyons College might reasonably wish to be made aware of.

Marketing and Promoting Courses

The Agent must:

- promote the courses in the agreed territory.
- market and promote the courses in a professional, ethical and responsible manner.
- find suitable students to undertake courses.
- only market and promote the courses to persons who a reasonable person would consider to be genuine students.
- ensure that Lyons College's CRICOS provider number (03578M) appears on all written and electronic marketing material and information supplied to students or their parents or guardians.
- obtain written permission from Lyons College prior to using Lyons College's logo in any form of advertisement or marketing.

- obtain written approval from Lyons College before placing any advertisements.
- not accept or promote fees payable by a student that are different from Lyons College's tuition fee as shown on its current promotional material and website for any course provided by Lyons College without Lyons College's prior written consent.
- at Lyons College's request, assist with representing Lyons College at seminars, trade fairs, exhibitions and conduct follow up activities on behalf of Lyons College.
- provide Lyons College with market intelligence about recruitment of students in the country.

Provision of Information to Students

The Agent must give to students, before they complete an application for enrolment, current and accurate information provided by Lyons College to the Agent about:

- Lyons College, including its campus location and the facilities, equipment and learning resources that are available to students.
- the courses, and in particular, the course that the student wishes to apply for.
- the requirements for acceptance into the courses, including English language proficiency requirements, education qualifications or work experience required. This must be done by reference to the material provided by Lyons College or information on its website.
- living in Australia, including:
 - (i) the indicative costs of living for students and any dependents,
 - (ii) accommodation options, and
 - (iii) where relevant, schooling obligations and options for school aged dependents of students, including informing them that full school fees may be incurred.

The Agent must:

- provide all necessary documentation to students to assist them in enrolling at Lyons College, including all information required under the ESOS Act and National Code.
- assist students with their visa application (if required), enrolment in a course and other services required by the student.
- when required, provide to students pre-departure information and essential information required on arrival in Australia.
- direct students to Lyons College's website for essential pre-enrolment information.
- regularly visit Lyons College's website to obtain the most current information about the courses.
- inform students of Lyons College's Policies and Procedures, including of their location on Lyons College's website.
- inform students of conditions which must be met by the student if a visa is granted, including:
 - (i) satisfactory course progress,
 - (ii) satisfactory class attendance, and

(iii) compliance with work rights.

- inform students of Lyons College's obligation to report students to the Department of Home Affairs (DHA) if the student does not maintain satisfactory course progress or satisfactory class attendance.
- inform students that they are required to provide to Lyons College their address, phone number and email at the time of application.
- on request from Lyons College, assist Lyons College to collect outstanding tuition fees from a student. In the event of the student making a payment to [the Agent] for his or her scheduled tuition fees, it is the responsibility of the Agent to ensure the money is received and receipted by Lyons College by the scheduled date. Failure to pay by the due date will cause the student to incur fees in accordance with Lyons College's Policies and Procedures in which case the Agent will also make payment to Lyons College of any such fees incurred.
- receive regular email updates from Lyons College.

Responsibilities and Obligations of Lyons College

Lyons College is responsible at all times for compliance with the ESOS Act and the National Code.

Lyons College is responsible at all times for compliance with all relevant laws and regulations which apply to it.

Lyons College is responsible for providing the education and training services for courses which international students have been enrolled in accordance with the student's signed Student Agreement.

Lyons College will:

- monitor the Agent in accordance with the agreed process in Section 2 of an Agreement.
- provide refunds to international students in accordance with the International Student Refund Policy and Procedure.
- regularly provide current, accurate and updated marketing material to the Agent which complies with Standard 1 (Marketing Information and Practices) of the National Code.
- take immediate corrective and preventative action upon becoming aware that the Agent is being negligent, careless, incompetent or has engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education sector.
- inform the Agent when a student that they have referred has tuition outstanding fees.
- when requested by a student or their Agent, provide arrival support in accordance with Lyons College's Policies and Procedures.

Monitoring of The Agent and Corrective Actions

Monitoring Agent Performance

Lyons College will monitor the Agent by:

- conducting student surveys about their experience with the Agent.
- conducting annual Agent performance appraisals which will include:
 - ◆ the number of student applications and their quality and completeness;
 - ◆ the conversion rate of student Applications to CoEs;
 - ◆ the number of visa refusals;
 - ◆ the conversion rate of CoEs to actual enrolments;
 - ◆ student progression:
 - ◆ student completion rates;
 - ◆ student transfers; and
- student withdrawals.
- conducting individual meetings with the Agent as required.
- conducting at least one meeting with the Agent each teaching period to discuss:
 - ◆ the results, progress and attendance of students who have been referred by the Agent who may be considered “At Risk” under the HE Course Progression and At Risk Student Policy and Procedure.
 - ◆ feedback obtained by Lyons College from student surveys.
 - ◆ the Agent's communication strategy to ensure the Agent is giving accurate and current information to students.
 - ◆ any administrative issues.
 - ◆ the marketing materials.
 - ◆ any other issues as identified by Lyons College.
- reviewing all data and information collected from and about the Agent on an annual basis.

Corrective Actions

Lyons College can undertake a review of the Agent's performance under an Agreement at any time.

Where Lyons College becomes aware that, or has reason to believe,, through its monitoring and evaluation of the Agent's activities, that the education agent or an employee or subcontractor of that education agent has not complied with the education agents responsibilities under Standard 4 of the National Code, that corrective action may be required, Lyons College may choose from a number of options including, but not limited to:

- verbal counselling of the Agent,
- further training in Admissions requirements and National Code obligations,
- a written warning, and
- termination under Clause 7 of an Agreement.

On publication of term student results, Lyons College will generate a report assessing the collective pass and fail rates of students referred by the Agent.

The report will be forwarded to the Agent for review and determination of any development plans.

Termination

Either party can terminate an Agreement at any time by giving the other party 28 days prior written notice.

Lyons College can terminate an Agreement if they are not satisfied that the Agent has met the demonstratable performance requirements under Clause 2 of an Agreement dealing with Monitoring and Corrective Actions.

If Lyons College reasonably considers that the Agent has breached any provision of an Agreement, or engaged in conduct which it reasonably considers unprofessional and/or could bring Lyons College into disrepute, Lyons College may terminate the Agreement at any time and with immediate effect by giving notice to the Agent.

Where Lyons College becomes aware, or has reason to believe, that the Agent or an employee or subcontractor of the Agent is engaging on false or misleading recruitment practices, Lyons College will immediately terminate its relationship with the Agent, or require the Agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

When an Agreement terminates, the Agent must:

- submit to Lyons College all applications and fees received up to the date of termination.
- immediately cease to use any advertising, promotional or other marketing material supplied by Lyons College and return such material to Lyons College within thirty (30) days.
- refer all enquiries received after the date of termination to Lyons College.
- immediately return or destroy all material that includes the Intellectual Property Rights or which records or makes reference to Confidential Information of Lyons College.
- refrain from denigrating Lyons College, its officers and employees.

Lyons College may terminate an Agreement immediately if:

- the Agent is in breach of a term of an Agreement and has not rectified that breach within seven (7) business days of Lyons College giving the Agent written notice to do so, or
- if there is serious or persistent breach of an Agreement, or
- Lyons College no longer requires the services of the Agent, or
- the Agent being a corporation enters into liquidation or has any receiver or receiver and manager appointed over any of its assets or becomes insolvent, or
- any individual engaged by the Agent to provide the Services:
 - ◆ is guilty of a serious and persistent breach of the terms and conditions of an Agreement.

- ◆ fails to observe any Lyons College Policy or Procedure, where such breach is other than of a minor nature.
- ◆ acts in a way which Lyons College considers to be materially prejudicial to the business or reputation of Lyons College or the welfare or interest of its students, employees or stakeholders.
- ◆ attends Lyons College and client premises under the influence of alcohol or illegal drugs.
- ◆ Commits an act of theft or fraud.
- ◆ is convicted of an indictable offence.
- ◆ is found by a court to be of unsound mind.
- ◆ is otherwise guilty of any serious misconduct.

Renewal

An Agreement may be renewed after it's completion. This will only occur if Lyons College is satisfied that the Agent has operated professionally and ethically, has represented Lyons College's interests, and has referred appropriate prospective students to Lyons College's programs and courses, with satisfactory conversion and success ratios. The Agreement may be renewed for a period of up to three (3) years with written consent from both Lyons College and the Agent.