

Name of the Policy	PPI46 International Education Agent and Reporting Policy and Procedure
Distribution	All Staff and Students
Entity relating to	Stirling Institute of Australia Pty Ltd trading as <ul style="list-style-type: none"> • Academy of Hypnotic Science • Stirling Institute of Counselling • Stirling Institute • Stirling Institute of Hypnotherapy • Stirling Institute of Business • Stirling Institute of Children's Services
Related Documents	<ul style="list-style-type: none"> • Education Agent Agreement • International Agent list • Onboarding International Agents • Authorised Education Agent certificate • Form 47 Education Agent Application form • Form 48 Education Agent reference check form • Form 49 Education Agent checklist • Form 50 Education Agent report form
Statutory References	National Code of Practice 2018 Standard 4 Australian International Education and training Agent Code of Ethics
Legislative Context	The ESOS Act 2000 (Commonwealth) The ESOS Regulations 2001 (Commonwealth) Education Services for Overseas Students Legislation Amendment (Tuition Protection and Other Measures) Act 2011 The Migration Act 1958 (Commonwealth) The Migration Regulations 1994 (Commonwealth)

Table of Contents

1. Policy	3
2. Purpose and Scope	3
3. Definitions	4
4. Requirements and Process	5
Appointment of Authorised Agents.....	5
Training of Authorised Agents	5
Authorised Agents' Responsibilities	6
Stirling Institute's Responsibilities	9
Monitoring Authorised Agents' Performance	10
Renewing Authorised Agents Agreements	13
Terminating Authorised Agents Agreements	13
Change of Agents.....	15
5. Responsibility	16
6. Review Date.....	16
7. Version History.....	16

1. Policy

Stirling Institute of Australia (TOID: 21132 CRICOS: 03979M) (Stirling Institute) is committed to take all reasonable measures to use education agents that have appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.

2. Purpose and Scope

The purpose of this policy is to document Stirling Institute processes for appointing and working with education agents both on and offshore.

- 1 Stirling Institute is committed to appointing and working with Agents demonstrating:
 - a a comprehensive understanding of students' requirements, Australian culture and Australia's education system;
 - b an in-depth understanding of the nature of Stirling Institute's programs, courses, policies and requirements; and
 - c honesty, integrity and the highest ethical standards.
- 2 Stirling Institute's Policy and Procedure for Appointing, Monitoring and Terminating Education Agents is designed to ensure compliance with all legislative and regulatory requirements established under the:
 - a Education Services for Overseas Students (ESOS) ACT (2000) and Regulations;
 - b National Code of Practice for Providers of Education and Training to Overseas Students 2018.;
 - c Migration Act 1958 and Migration (Education) Act (2007) and associated Regulations; and
 - d The Australian International Education and Training Agent Code of Ethics
- 3 These requirements are enumerated in the **National Code Standard 4**:
 - 4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it and enter and maintain the education agent's details in PRISMS.
 - 4.2 The written agreement must outline:
 - 4.2.1 the responsibilities of the registered provider, including that the registered provider is responsible at all times for compliance with the ESOS Act and National Code 2018
 - 4.2.2 the registered provider's requirements of the agent in representing the registered provider as outlined in Standard 4.3
 - 4.2.3 the registered provider's processes for monitoring the activities of the education agent in representing the provider, and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services
 - 4.2.4 the corrective action that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Standard 4.4
 - 4.2.5 the registered provider's grounds for termination of the registered provider's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5
 - 4.2.6 the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.
 - 4.3 A registered provider must require its education agent to:
 - 4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
 - 4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

- 4.3.3 act honestly and in good faith, and in the best interests of the student
- 4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
- 4.4 Where the registered provider becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.
- 4.5 Where the registered provider becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices, the registered provider must immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.
- 4.6 The registered provider must not accept students from an education agent if it knows or reasonably suspects the education agent to be:
 - 4.6.1 providing migration advice, unless that education agent is authorised to do so under the Migration Act
 - 4.6.2 engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
 - 4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
 - 4.6.4 using PRISMS to create CoEs for other than bona fide students.
- 4 These Policies and Procedures relate to the appointment, monitoring and renewal/termination of approved Stirling Institute Agents.
- 5 These Policies and Procedures apply to all Stirling Institute's staff involved in marketing Stirling Institute's education programs and courses to international students, the recruitment of students for those programs and courses, and the management and monitoring of Stirling Institute's Education Agents

3. Definitions

Agent is a person or organisation accredited by Stirling Institute with the authority to promote Stirling Institute's programs and services to students or prospective students within agreed terms.

Agent Agreement is a written agreement between Stirling Institute and the Agent including the Schedules.

DHA is the abbreviation for Department of Home Affairs

ESOS Act is the abbreviation for Education Services for Overseas Students Act 2000 of the Commonwealth of Australia

ESOS Regulations are the Regulations made pursuant to the Education Services for Overseas Students Act 2000 of the Commonwealth of Australia.

National Code is the abbreviation for National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Principle Executive Officer (PEO) is a person defined on PRISMS as the main contact person for Stirling Institute. This person may or may not be the Chief Executive Officer (CEO) or Director of Learning

Prospective Student is 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.

PRISMS is the Provider Registration and International Student Management System.

Student is a person (whether within or outside Australia) who holds a student visa as defined by the ESOS Act, but does not include students of a kind prescribed in the ESOS Regulations.

4. Requirements and Process

Appointment of Authorised Agents

- 1 Stirling Institute may have a number of approved education agents to represent its interests in defined areas and may approach prospective agents to apply for and will be open to receiving applications from education agents seeking appointment, by signed agreement, as one of its Authorised Agents.
- 2 All Agent Agreements are made for a two-year period, and are renewable, upon review.
- 3 All reputable professional agents interested in gaining appointment must comply with the following procedures:
 - a Contact Stirling Institute and submit a completed Education Agent Application Form. The form must have all questions honestly answered. Upon receipt of Education Agent Application Form Stirling Marketing Manager (or delegate) will conduct a reference on the agent and complete the relevant form (Education Agent reference check form).
 - b Stirling Institute's Director of Learning or their nominee, will record and evaluate the provided information and performance, and make a provisional assessment of the applicant's suitability for appointment.
 - c The first two nominated Referees of those provisionally assessed as suitable will be sent the Education Agent Reference Check Form, and the completed responses will be assessed. If the referee responses are inconsistent and/or not definitive, a third referee will be contacted and asked to complete a Reference Check.
 - d Stirling Institute's Director of Learning (or their nominee) will complete the Education Agent Checklist and make a final assessment as to the applicant's suitability for Appointment as a Stirling Institute's approved Agent, including the reasons for the recommended appointment (or non-appointment) as a Stirling Institute Education Agent.
 - e If an applicant is assessed as suitable for appointment, Stirling Institute's Director of Learning will complete the Stirling Institute's Education Agent Agreement, including the Schedule, and send a pdf copy to the Agent's head office.
 - f The terms and conditions of the Agreement include the Agent accepting responsibility and liability for the actions of its own Agents acting in the capacity of Stirling Institute's sub-Agents.
 - g If the Agent accepts the terms of the Agreement they will sign and return the Agreement to the Stirling Institute's Director of Learning.
 - h Stirling Institute's Director of Learning will counter sign the Agreement, and send it to the Agent, along with a Stirling Institute Authorised Education Agent Certificate.
 - i The Agent's details and details of the Agreement will be entered on Stirling Institute's Agents Database, and the Agent's names and relevant details will be published on the Stirling Institute's Website.
 - j The Education Agent Checklist will be completed and signed.
 - k The Agent will be sent copies of all relevant Stirling Institute's course and marketing materials.

Training of Authorised Agents

- 1 Stirling Institute's Director of Learning or Quality and Compliance Manager will provide newly appointed Authorised Education Agents comprehensive training in:
 - a the legislative and regulatory requirements relating to international education in Australia;
 - b the programs, courses, administrative procedures and forms for Stirling Institute.

- 2 After such training the Marketing Manager will prepare a short Post- Training Report identifying any possible areas for further Agent training and development, as well as identifying particular strengths of the Agent. The Report will be filed in the Agent's file and a copy will be sent to the Agent.
- 3 In the event of an Agent making a formal visit to the Stirling Institute premises, the Director of Learning (or Marketing Manager) will ensure that the opportunity is taken to:
 - a Review the Agent's performance against the established performance criteria;
 - b Identify areas for refresher training;
 - c Refresh the Agent's knowledge and understanding of the legislative and regulatory requirements relating to international education in Australia;
 - d Refresh the Agent's knowledge and understanding to the range of education and training programs; and
 - e Refresh the Agent's supply of Stirling Institute's information packs and promotional materials.
- 4 After such an Agent visit the Marketing Manager (or Director of Learning) will prepare a short Post-Visit Report identifying any possible areas for further Agent training and development, as well as identifying any particular strengths of the Agent. The Report will be filed in the Agent's file and a copy will be sent to the Agent.
- 5 The Marketing Manager (or Director of Learning) will work with the Agent to address any shortcomings or inefficiencies identified during the visit, with details being placed in the Agents file.
- 6 In planning for an overseas trip, the Principal Executive Officer and/or the Director of Learning and/or Marketing Manager will identify Agents to be visited, reviewing their performance against the established performance criteria and identifying areas for refresher training. Such training will, as required:
 - a Refresh the Agent's knowledge and understanding of the legislative and regulatory requirements relating to international education in Australia;
 - b Refresh the Agent's knowledge and understanding to the range of Stirling Institute's related education and training programs; and
 - c Refresh the Agent's supply of Stirling Institute's information packs and promotional materials.
- 7 On returning from such an overseas trip the responsible Officer will prepare a short Post-Visit Report for each Agent visited, identifying any possible areas for further Agent training and development, as well as identifying any particular strengths of the Agent. The Report will be filed in the Agent's file and a copy will be sent to the Agent.
- 8 The responsible Officer will work with the Agent to address any shortcomings or inefficiencies identified during the visit, with details being placed in the Agents file.
- 9 When there are legislative, regulative and/or administrative changes in laws, regulations, policies and procedures pertaining to international students, Stirling Institute will provide the information and training necessary to ensure that its Agents remain fully compliant and professional.

Authorised Agents' Responsibilities

- 1 Authorised Agents must, in accordance with the terms of Stirling Institute's policies and their approved Agent Agreement:
 - a Promote Stirling Institute's education programs in the Territory as identified in the attached Schedule
 - b Assist in the recruitment of and recruit prospective students to undertake education programs offered by Stirling Institute
 - c Provide prospective students with all necessary information about Stirling Institute's education programs, facilities, services, policies and procedures
 - d Provide prospective students with all necessary information about visa requirements and procedures and living in Australia
 - e Provide prospective students assistance in completing and submitting application forms to Stirling Institute

- f Arrange necessary English language testing of prospective students under the relevant Australian migration regulations
 - g Perform any other services and provide reports or information requested by Stirling Institute and/or required by this Agreement.
- 2 In meeting these responsibilities Approved Agents must:
- a Act at all times in a manner consistent with the Australian International Education and Training Agent Code of Ethics, namely;
 - i practice responsible business ethics;
 - ii provide current, accurate and honest information in an ethical manner;
 - iii develop transparent business relationships with students and providers;
 - iv provide current and up-to-date information that enables international students to make informed choices;
 - v act honestly and professionally in the best interests of international students, with objectivity, transparency, confidentiality and integrity.
 - b Assist to uphold the high reputation of Stirling Institute and of the Australian international education sector
 - c Act in accordance with the policies and procedures of Stirling Institute, and directions given by Stirling Institute
 - d Obtain Stirling Institute's prior written approval for all advertising and promotional materials for Stirling Institute's and their educational programs
 - e Accurately inform prospective students about, and the requirements of, the education programs run by Stirling Institute using only material provided by and/or approved by Stirling Institute:
 - i programs, including course content and duration, qualifications offered, modes of study;
 - ii facilities, equipment and learning resources;
 - iii minimum English language requirements and educational qualifications required for acceptance into the programs;
 - iv Program fees, charges and refund policy;
 - v visa requirements which must be satisfied by the student including English language proficiency levels;
 - vi living in Australia, including information about campus location, accommodation, transport and the cost of living;
 - vii its subsidiary and associated providers' policies and procedures, including its Refund policies and procedures.
 - f Declare and take all reasonable steps to avoid Conflicts of Interest with its duties as Stirling Institute's education agent, where such conflicts of interest exist when:
 - i an agent charges services fees to both overseas students and registered providers for the same service;
 - ii an agent has a financial interest in a private education provider; or
 - iii an employee of an education agent has a personal relationship with an employee of the education provider.
 - g Assist prospective students to complete education program applications, taking all reasonable steps to confirm the accuracy of the information provided by prospective students in those applications
 - h Ensure that only completed, signed applications with all required supporting documentation (originals sighted, verified and stamped) are submitted to Stirling Institute

- i Provide any Letter of Offer and other documents received on behalf of a prospective or existing student from Stirling Institute to the student within 24 hours of receiving those documents
 - j Ensure that relevant fees and charges accompany each application and acceptance of offer documents
 - k Assist prospective students to complete visa applications
 - l Provide Stirling Institute with market intelligence relevant to the recruitment of prospective students in their Territory
 - m Unless Stirling Institute otherwise agrees, bear the cost of advertising and promotional activities undertaken by the Representative under this Agreement
 - n Inform Stirling Institute of any change in the Representative's physical address, telephone number, facsimile number or electronic mail address within five working days of such change
 - o Preserve the confidentiality of:
 - i all information provided by Stirling Institute and prospective and existing students, other than to the extent disclosure is required to perform the Services in accordance with this Agreement, and to the extent disclosure is required to comply with legislative and regulatory requirements; and
 - ii the terms of this Agreement.
 - p Terminate any employment, contract or agreement with any employee or Sub-agent if the Representative becomes aware of, or reasonably suspects, dishonest practices, including engaging in false or misleading practices and the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under the National Code 2018 or any of the other dishonest practices outlined in this Agreement.
- 3 In meeting these responsibilities, Approved Agents must not:
- a Engage in any dishonest practices
 - b Provide prospective students with 'migration advice' as defined in the Migration Act 1958 unless that Agent is separately authorised to so act
 - c Suggest to prospective students that they may come to Australia on a student visa or another visa class with a primary purpose other than full-time study
 - d Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa or the required visa class for their course
 - e Facilitate applications for prospective students who do not comply with visa requirements
 - f Use any mark of Stirling Institute without prior written consent of Stirling Institute
 - g Undertake any advertising or promotional activity about Stirling Institute and/or their educational programs without the prior written consent of Stirling Institute
 - h Engage in false or misleading advertising, promotional and/or recruitment practices
 - i Give a prospective student inaccurate or misleading information about:
 - i the Program Fee payable to Stirling Institute; and/or
 - ii their acceptance into a Program.
 - j Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between Stirling Institute and other education providers
 - k Sign or encourage or allow others to sign official documents such as an application form on behalf of a prospective Student or existing Student. (The Student's signature that appears on all official documents must be the same as that which the Student used when signing the Stirling Institute's application form)
 - l Commit Stirling Institute to accept any prospective student into any educational program/s offered by Stirling Institute

- m Receive, withhold or bank the Program Fee payable to Stirling Institute by a prospective student or deduct any amount from the Program Fee payable by the prospective student without prior written consent from Stirling Institute
- n Impose any fee on a prospective student for their application or acceptance of offer unless this fee has been agreed by Stirling Institute and brought to the attention of the student prior to the lodgment of any papers.
- o Actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of Stirling Institute.
- p Use or access PRISMS without the prior written consent of Stirling Institute.
- q Use or access PRISMS to create a confirmation of enrolment for other than a bona fide student.

Stirling Institute's Responsibilities

- 1 In accordance with existing legislative and regulatory requirements, and in accordance with the terms of its signed Agent Agreement Stirling Institute must:
 - a Give its Approved Agents sufficient information to enable them to undertake the specified responsibilities.
 - b Assess completed applications from prospective students within a reasonable time of receipt.
 - c Meet the identified training needs of all Stirling Institute's Approved Agents, including:
 - i initial training for all newly appointed Agents;
 - ii annual refresher training for all Agents;
 - iii information updates and training when there are changes to legislative and/or regulatory requirements, Stirling Institute's policies and procedures, and/or educational program changes, including fee structures; and
 - iv corrective training to address any shortcomings in any Agent's performance identified through Stirling Institute's monitoring procedures.
 - d Monitor its Approved Agents' performance and activities and conduct a biennial performance review prior to the (possible) extension of their Agent Agreement.
 - e Require its Approved Agents to:
 - i declare in writing and take reasonable steps to avoid conflicts of interests with its duties as Stirling Institute's education agent;
 - ii observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students;
 - iii act honestly and in good faith, and in the best interests of the student; and
 - iv have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
 - f Formally investigate any reported or suspected cases of any of its Approved Agents, their approved sub-agent and/or staff member behaving in a non-professional, unethical and /or non-compliant manner, including:
 - i acting in a manner which may be negligent, careless or incompetent;
 - ii being engaged in false, misleading or unethical advertising and recruitment practices;
 - iii not acting to minimise Conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;
 - iv acting in a manner which may be non-compliant with the terms and conditions of their Stirling Institute's Agent Agreement and Schedule; and/or

- v being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of Stirling Institute's programs.
- g Require its Approved Agents to take immediate corrective action to the satisfaction of Stirling Institute, or terminate the agreement with such Agent, if it becomes aware of an Approved Agent, their approved sub-agent and/or staff member behaving in a non-professional, unethical and/or non-compliant manner as indicated in their Stirling Institute's Agent Agreement and Schedule.
- h Terminate the agreement with any Approved Agent if it becomes aware of, or reasonably suspects dishonest practices, including engaging in false or misleading practices and a deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined above.
- i Where applicable, pay its Approved Agents Commission as specified in their Stirling Institute's Agent Agreement, Schedule and Commission Payment Schedule for each student who:
 - i has been recruited by the Representative as defined in Terminating Authorised Agents Agreements below;
 - ii has been issued with a Confirmation of Enrolment;
 - iii has paid the tuition Fee to ECA;
 - iv has enrolled in/commenced the Program; and
 - v who has not, subsequent to commencing the program, been fully refunded the program fees.
- j Pay the Commission payable under Stirling Institute's Agent Agreements and Schedules on the dates specified in their Commission Payment Schedule.
- k Inform its Approved Agents of any change in the physical address, telephone number, facsimile number or electronic mail address of Stirling Institute's within five working days of such change.
- l Stirling Institute's is not required to accept any prospective student referred by the Representative.

Monitoring Authorised Agents' Performance

- 1 Stirling Institute will actively monitor all Approved Agents' performance and implement thorough open and transparent evaluative methodologies with the objectives of ensuring professional behaviour and positive outcomes as measured by the number of potential student referrals and the conversion rate to active enrolments.
- 2 The actual methods/procedures for monitoring Agents' performance will include:
 - a The Director of Learning, or nominated person, holding regular Admissions Review Meetings to analyse, in relation to specific Agents' performance criteria:
 - i the number of student applications and their quality and completeness;
 - ii the conversion rate of student Applications to CoEs;
 - iii the incidence of Visa rejection; and
 - iv the conversion rate of CoEs to actual enrolments.
 - b Identification of, via these Admissions Review Meetings:
 - i policy and/or procedural areas requiring training and/or possible modification; and/or
 - ii Approved Agents who may require additional training.
 - c Where a need is identified, emails, phone calls and Skype conversations with Agents to address specific problems and to notify them of any procedural requirements and changes.
 - d The application of Stirling Institute's Student Post Arrival Appraisal of Agent questionnaire, during student Orientation programs. The completed questionnaires will be analysed by responsible Student Services

officer and any unusual, critical or negative responses and comments will be referred to the Marketing Manager (or Director of Learning) who will decide on subsequent action, including:

- i recording the information in the Stirling Institute's Agent Database;
 - ii undertaking further investigation of the Agent's conduct; and/or
 - iii reporting the matter to the Director of Learning
- e Annual audits of each Agent's overall performance and approximately one month before the expiry/renewal date of their Agent's Agreement. Audit dates and outcomes will be entered on the Stirling Institute's Education Agent Checklist.
- f Analysis of PRISMS based data on their performance made available under Subsections 175 (3) and (4) of Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017, namely information on the:
- i "the number of applications for student visas made by or on behalf of students recruited or otherwise dealt with by an agent that have been either granted, refused, withdrawn or are invalid
 - ii the number of student visas granted to students recruited or otherwise dealt with by an agent that have been cancelled or have ceased to be in effect
 - iii the number of students accepted for enrolment in courses provided by registered providers by students recruited or otherwise dealt with by an agent
 - iv the completion rates of accepted students recruited or otherwise dealt with by agents."
- 3 The Marketing Manager (or Director of Learning) will evaluate Approved Agents' performance against the agreed performance criteria as defined by Stirling Institute including:
- a acting in a manner which may be negligent, careless or incompetent; being engaged in false, misleading or unethical advertising and recruitment practices;
 - b not acting to recognise Conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;
 - c acting in a manner which may be non-compliant with the terms and conditions of their Agreement and Schedule; and/or
 - d being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of Stirling Institute's programs.;
 - e the number of students the Agent has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, the conversion rate from CoEs to actual enrolments and success rate from enrolment to successful completion;
 - f the reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates;
 - g the satisfaction of students and/or third parties regarding the performance of the Agent;
 - h the quality, accuracy and currency of information and advice provided by the Agent to students;
 - i compliance with Australian legislative and regulatory requirements relating to the recruitment of international students; and
 - j the overall quality and value of the appointment to Stirling Institute.
- 4 The Marketing Manager (if applicable) will make a recommendation relating to the renewal of the Agent Agreement, and the Director of Learning will decide whether to:
- a Renew the Agent's appointment;
 - b Renew the Agent's appointment for a further period subject to certain conditions; or
 - c Terminate the Agent's appointment in accordance with procedures for terminating an Agent Agreement.

- 5 Factors which would contribute to the termination of an Agent's Agreement include
 - a acting in a manner which may be negligent, careless or incompetent;
 - b being engaged in false, misleading or unethical advertising and recruitment practices;
 - c not acting to recognise conflicts of interest and, when they occur, not declaring those conflicts of interests, and thereby not acting in the best interests of international students;
 - d acting in a manner which may be non-compliant with the terms and conditions of their Agreement and Schedule; and/or
 - e being engaged in false or misleading practices which could harm the integrity of Australian education and training and/or the integrity of Stirling Institute's programs.;
 - f the number of students the Agent has recruited and the conversion rate of student applications to CoEs, the visa rejection rate, the conversion rate from CoEs to actual enrolments and success rate from enrolment to successful completion;
 - g the reasons, where relevant, for apparently unsatisfactory application numbers, conversion and success rates;
 - h the satisfaction of students and/or third parties regarding the performance of the Agent;
 - i the quality, accuracy and currency of information and advice provided by the Agent to students;
 - j compliance with Australian legislative and regulatory requirements relating to the recruitment of international students; and
 - k the overall quality and value of the appointment to Stirling Institute.
- 6 As an integral part of Stirling Institute's Complaints and Appeals Policies and Procedure complaints made by students and/or other parties about the recognise and practices of any of its Authorised Agents will be formally investigated and acted upon.
- 7 Where there appear to be grounds for concern, the Director of Learning will send a Stirling Institute Authorised Agent a warning email to the Agent:
 - a specifying the nature of and grounds for the concern;
 - b indicating the consequences of failing to satisfy Stirling Institute that they had not acted unprofessionally; and
 - c requesting a response within 10 business days of receipt of the letter (an extension to the time limit may be granted on application).
- 8 If the Agent responds to Stirling Institute's Authorised Agent warning email within the set time frame, the Stirling Institute's Director of Learning will evaluate the response to the complaint, considering:
 - a the substance of the initiating complaint and its investigation;
 - b the Agent's responses;
 - c the known performance history of the Agent; and
 - d other relevant information.
- 9 Depending on the conclusions drawn from the investigation, the Director of Learning may:
 - a maintain the Agent's appointment;
 - b maintain the Agent's appointment subject to certain conditions;
 - c suspend the Agent 's appointment, making re-appointment subject to training and agreement to comply with certain defined conditions; or
 - d terminate the Agent's appointment immediately.
- 10 The outcome of the formal investigation will be recorded in the Agent's File.

- 11 If the Director of Learning should find that a complaint made about an Agent's recognise was vexatious, and if the complainant was a current Stirling Institute student, the Director of Learning will refer the issue to the Stirling Institute's Quality and Compliance Manager for formal investigation and, depending on the outcome of the investigation:
 - a the student may be placed on probation;
 - b the student's enrolment may be suspended for a set duration; or
 - c the student's CoE may be cancelled and the student reported to DET via PRISMS.
- 12 The outcome of the formal investigation will be recorded in the student's file.

Renewing Authorised Agents Agreements

- 1 If, following completion of the Agent Audit, the Stirling Institute's Director of Learning is satisfied that the Agent has operated professionally and ethically, has effectively represented Stirling Institute's interests, and has referred significant numbers of prospective students in the best interests of those students to Stirling Institute's programs and courses, with satisfactory conversion and success ratios, a three year renewal of the Authorised Agent Agreement may be offered to the Agent.
- 2 Stirling Institute's Director of Learning or their nominee will complete a new Stirling Institute Agent Agreement, updated to include any new legislative and regulatory requirements, and send two copies to the Agent's head office under a Stirling Institute's Authorised email.
- 3 If the Agent accepts the terms of the Agreement, they will sign both copies and return them to Stirling Institute's Director of Learning.
- 4 Stirling Institute's Director of Learning will counter-sign the two original Agent signed copies of the Agreement, retain one of the two and return the second to the Agent, along with a new Stirling Institute Authorised Agent Certificate.
- 5 The new Agreement will be filed on the Agent's file and any necessary changes made to the Stirling Institute's Agents Database and Stirling Institute's website.

Terminating Authorised Agents Agreements

- 1 Should Stirling Institute at any time become aware of an Agent acting in breach of *Monitoring Agent Clause 3* above, it shall take immediate corrective and preventative action, where:
 - a Corrective action may include providing additional information/material or targeted training in, for example, the expectations of the provider; and
 - b Corrective action may also include termination of the agreement with the education Agent;
 - c Preventative action could include training sessions for Agents and ensuring they have all the material they need to represent the provider accurately and professionally.
- 2 If, following completion of the final Audit of an existing Authorised Agent Agreement, the Stirling Institute's Director of Learning has reasonable grounds for believing or suspecting that an Agent has not performed satisfactorily in terms of the criteria identified in *Monitoring Agents Clause 5* above, the Director of Learning may send a Stirling Institute Authorised Agent warning email:
 - a specifying the grounds for concern;
 - b indicating the consequences of failing to satisfy Stirling Institute that there had been no examples of unprofessional conduct; and/or
 - c indicating Stirling Institute's concerns about the Agent's referral and conversion rates; and
 - d requesting a response within 10 business days of receipt of the email (an extension to the time limit may be granted on application).
- 3 If the Agent responds to Stirling Institute's Authorised Agent warning email within the set time frame, Stirling Institute's Director of Learning will evaluate the performance of the Agent, taking into account:

- a the Agent's response to the email;
 - b whether the Agent engaged in Unprofessional Conduct;
 - c the Agent's referral and conversion rates; and
 - d other relevant considerations.
- 4 Depending on the conclusions drawn from the performance evaluation outlined above, the Director of Learning may:
- a renew the Agent's appointment;
 - b renew the Agent's appointment subject to certain conditions such as;
 - i requiring the Agent to undertake further training;
 - ii requiring the Agent to improve their referral, conversion and success rates.
 - c suspend the Agent's appointment, making re-appointment subject to agreement to comply with certain defined conditions; or
 - d terminate the Agent's appointment immediately.
- 5 Termination of an Agent's Agreement will be automatic if the Director of Learning knows, or, based on reasonable grounds, concludes that the Agent has or most probably has engaged in criminal conduct, and the Agent's known or suspected actions will be reported to the relevant authorities.
- 6 If the Agent identifies the cause of a recognised breach as being one of their employees or sub-agents, provides demonstrable evidence to support this and takes immediate action to dismiss the responsible employee and/or terminate the sub-agent's agreement, Stirling Institute's Director of Learning may decide to retain that Agent, but may also require that the Agent undertakes additional training as specified by Stirling Institute's Director of Learning.
- 7 Termination or non-renewal of an Authorised Agent's Agreement will be most probable in cases of demonstrable or highly suspected:
- a noncompliance with the Authorised Agent Agreement;
 - b referral of unsatisfactory number of students recruited, conversion, visa rejection and success rates;
 - c a lack of adequate and sufficient reasons for the unsatisfactory application numbers, conversion and success rates;
 - d unacceptable levels of student and/or third-party satisfaction with the performance of the Agent;
 - e inadequate representation or misrepresentation of Stirling Institute, programs, courses and services to students;
 - f evidence of non-compliance with Australian legislative and regulatory requirements relating to the recruitment of international students;
 - g demonstrated grounds for believing that an Agent engaged in unethical, unprofessional and/or criminal conduct in representing Stirling Institute; and
 - h unsatisfactory overall quality and value of the appointment to Stirling Institute.
- 8 When Stirling Institute's Director of Learning decides to terminate or not renew an Authorised Agent's appointment:
- a the decision and reasons will be conveyed to the Agent in question and the termination will take place when the Agent is formally served that notice;
 - b DET and DHA will be notified of the termination and the grounds for the termination if the termination resulted from suspected criminal conduct;
 - c details relating to the audit and decision will be entered on the Agent's file;

- d the Agent's name will be removed from the Stirling Institute Agent Database and Website;
 - e the Agent's students will be notified of the termination/non-renewal, and invited to submit a Stirling Institute Change of Agent Request Form; and
 - f Stirling Institute will ensure that no further referrals and applications will be accepted from the terminated Agent.
- 9 On termination of an Authorised Agent Agreement, the agent must:
- a submit all applications and fees from prospective students received up to and including the termination date;
 - b cease all promotional activity on behalf of Stirling Institute;
 - c submit no further student applications; and
 - d immediately cease using any advertising, promotional or other material supplied by Stirling Institute and return all material to Stirling Institute by registered mail or a reputable international courier.
- 10 All commission payments owing to an Agent whose Agreement is terminated or not renewed from fee payments made by their clients prior to the expiry date of their Agreement will be honored.
- 11 If an Authorised Agent Agreement is terminated on the basis demonstrated or reasonable suspected unethical, unprofessional and/or criminal recognised, the Director of Learning will inform the CFO and Finance team and Stirling Institute reserves the right to immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.
- 12 If this Agreement is terminated or not renewed on a basis other than demonstrated or reasonable suspected unethical, unprofessional and/or criminal recognised (such as inadequate referrals, applications and conversions) the Director of Learning will inform the CFO and Finance team and Stirling Institute reserves the right to will immediately cease payment of agent commission fees which would otherwise become payable from the date of termination.
- 13 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.
- 14 Any decision to terminate an Authorised Agent Agreement and the reasons for it may be disclosed to other parties, including the government departments and agencies and the Agent's employer, but in accordance with privacy legislation and regulations.

Change of Agents

- 1 Stirling Institute seeks to ensure that its students have every opportunity for effective, ethical and professional representation by approved agents, and a parallel commitment to ensuring security of investment for approved agents allocating resources to secure enrolments for Stirling Institute.
- 2 In practical terms this means that Stirling Institute recognises the legitimacy of students wanting to change agents in some circumstances, but Stirling Institute also seeks to ensure that constraints are placed on this right to provide checks on frivolous, vexatious and/or frequent student-initiated changes in agents.
- 3 In situations where Stirling Institute terminates or fails to renew an Authorised Agent's Agreement, the Director of Learning will ensure that the students represented by that Agent are sent a letter informing them of the termination/non-renewal of the Agent's Agreement, and asking them to complete and submit a Change of Agent Request Form, identifying a new Agent from the list of Authorised Agents published on the Stirling Institute's website.
- 4 For all potential and enrolled students with an Authorised Agent Agreement, Stirling Institute will facilitate a change of agent for those with a Letter of Offer but no Confirmation of Enrolment, but it will not allow a change of agent once a student has been issued a Confirmation of Enrolment.
- 5 In situations in which a potential student issued with a Letter of Offer wants to change their Agent for reasons other than the termination of their agent's Authorised Agent Agreement, that student must complete and submit:

- a a Stirling Institute Change of Agent Request Form identifying their preferred new Agent, with appropriate documentation; and
 - b a Release Email or Acknowledgement from the student's existing Agent; or, where such a letter is not available,
 - c a statement identifying how remaining with their existing Agent would not be in their best interests.
- 6 On receiving such an application, a check will be undertaken to see if the proposed new agent is one of Stirling Institute's Authorised Agents. If the preferred new agent is not a Stirling Institute Authorised Agent the application will be rejected.
- 7 If the applicant provides a Release/Acknowledgement Email from their agent and/or demonstrates, to the satisfaction of the Marketing Manager, that their best interests are not served by their remaining with their existing agent, and the proposed new agent is a Stirling Institute Authorised Agent, the Marketing Manager will approve the change.
- 8 In situations where the student has no existing CoEs for study with Stirling Institute, Stirling Institute will agree with the requested change providing it is in no way detrimental to the student's wellbeing.
- 9 Once a change of agent has been approved and is scheduled to be implemented as specified above, the Marketing Manager will:
- a write to the existing Agent to inform them of Stirling Institute's approval of the student-initiated change of agent and informing them of their on-going commission payment entitlements.
 - b Write to the new Agent to inform them of Stirling Institute's approval of the student-initiated change of agent and informing them of their future commission payment entitlements.
 - c make the necessary changes to the Stirling Institute Agents Database;
 - d organize (through the Finance team) all commission payments due to the student's existing agent; and
 - e arrange for commission payments related to subsequently provided CoEs to be made to the student's new agent.

5. Responsibility

The Director of Learning and if applicable the Marketing Manager are to ensure all requirements of this Policy and Procedure are met.

The Quality and Compliance Manager is to ensure all staff and students adhere to Stirling Institute's Policies and Procedures.

The Quality and Compliance Manager, with direct access to the Director of Learning, has the responsibility to ensure that Stirling Institute complies with all of the statements and processes included in this document and maintains these standards across all of the areas of operation of Stirling Institute.

6. Review Date

12 months from the date of this version, or as required.

7. Version History

Version Number	Date	Reason for change	Prepared By	Approved By
1	Dec 2018	Initial version	Quality & Compliance Manager	Director (DY)
1.1	October 2019	Reviewed roles and responsibilities; replaced Training Manager with Marketing Manger	Quality and Compliance Manager – GDS	Director (DY)

1.2	December 2021	Added relevant documents	Quality and Compliance Manager – GDS	Director (DY)
1.3	January 2023	Reviewed responsibilities	Quality and Compliance Manager – GDS	Director (DY)