



Agent Recruitment and Management Policy and Procedures

Purpose

The purpose of this policy is to outline the Central Institute of Technology and Innovation's (the Institute) approach to the recruitment, management, and monitoring of Education Agents who represent the Institute. The policy ensures that all agents adhere to legal and ethical standards, promoting the Institute's programs and courses in a manner that is honest and professional. This policy also provides guidelines for the use of agent referrals and outlines the process for the approval, training, and ongoing management of Education Agents.

Scope

This policy applies to:

- All Institute staff involved in admissions who work directly with Education Agents.
- Education Agents appointed to represent the Institute, both onshore and offshore.
- Education Agents representing prospective or enrolled students of the Institute, both onshore and offshore.
- Education Agents seeking to become a registered agent of the Institute.



Related Documents

This policy should be read in conjunction with the following Institute documents:

- Intellectual Property Policy and Procedures
- Information and Privacy Policy and Procedures
- Agent Recruitment and Management Policy and Procedures
- CITI Branding and Style Guide

All documents referenced in this policy can be accessed via the CITI website.

Definition of Key Terms

For the purpose of this Policy, the following definitions apply:

Term	Definition
Agent Agreement	Agent Agreement means the written agreement between the Institute and an Education Agent, formally engaging the agent to represent the Institute.
Approved Agent	Approved Agent means an Education Agent who has entered into an Agent Agreement with the Institute.
Confirmation of Enrolment (CoE)	CoE is an official document that provides important information about a student's enrolment status. This states the course title, course duration, the course start and end dates, fees paid and total fees to be paid for the course.
CRICOS	CRICOS means the Commonwealth Register of Institutions and Courses for Overseas Students.
Education Agent	Education Agent means an individual or organisation that recruits overseas students and refers them to education providers. The agent may also provide



Term	Definition
	educational counselling and promotional services.
The Education Services for Overseas Students Act 2000 (ESOS Act)	The ESOS Act forms the legal framework for the quality assurance of education and training institutions offering courses to international students (students studying in Australia on student visas).
ESOS Framework	ESOS Framework includes the Education Services for Overseas Students Act 2000, the ESOS Regulations 2019, and the National Code 2018.
National Code 2018	National Code 2018 means The National Code of Practice for Providers of Education and Training to Overseas Students 2018 in Australia.
Referral	Referral means an unsolicited referral of a student for enrolment, where the Institute has not engaged the Education Agent and there is no ongoing relationship.
Tertiary Education Quality and Standards Agency (TEQSA)	TEQSA is the Australian regulatory and quality assurance agency for higher education. It oversees the registration and accreditation of higher education providers, ensuring they meet the standards outlined in the Higher Education Standards Framework (Threshold Standards) 2021. TEQSA's role includes monitoring and enforcing compliance with these standards to protect the interests of students and uphold the reputation of the Australian higher education sector.
Marketing and Advertising Material	Marketing and advertising material means any print or electronic material, including materials used on social media or at promotional events by the



Term	Definition
	Institute or its agents, in relation to the Institute and its educational products or services.
Third Party	Third Party means an organisation, person, or other body, other than the higher education provider which provides services for the Institute.
Student Recruitment Agent	Student recruitment agent means an organisation or individual who acts as an intermediary between students and the Institute in order to facilitate the conditional or unconditional offer of enrolment at the Institute.
Onshore recruitment	Onshore recruitment means recruiting students to the Institute who are already based in Australia.
Offshore recruitment	Offshore recruitment means recruiting students to the Institute who are not based in Australia
Incentives	Incentives means an offer to an individual to undertake a desired action. For the institute, this may include: <ul style="list-style-type: none">• Incentives for recruitment agents to recruit students to the Institute.• Incentives for the student to study at the Institute.
Higher Education Standards Framework (Threshold Standards) 2021 (HES Framework)	The Threshold Standards set the standards that a provider must meet and continue to meet to be registered to operate as a higher education provider in Australia. The Threshold Standards underpin and provide assurance of quality and integrity in the delivery of Australian higher education
Australian Qualifications Framework (AQF)	The AQF is the national policy for regulated educational qualifications in Australia.



Term	Definition
Responsible Officer	Responsible Officer means the Institute staff member or contractor who by virtue of their role is responsible for the development and distribution of marketing materials.

Policy Principles

1. Responsibilities of the Institute

The Institute is fully committed to maintaining a robust and compliant framework for the recruitment, management, and oversight of Education Agents. The Institute recognises its responsibilities under the relevant legislative frameworks, including but not limited to the ESOS Framework, the Higher Education Standards Framework (Threshold Standards) 2021, and the Migration Act 1958. These responsibilities ensure that all Education Agents representing the Institute operate with integrity and in full compliance with applicable laws and standards.

Key responsibilities of the Institute include:

- Agent Recruitment and Approval:** The Institute is responsible for implementing a thorough application and approval process for all prospective Education Agents. This process involves conducting due diligence, including background checks and reference verification, to ensure that agents meet the Institute's high standards for professionalism, ethical conduct, and compliance with relevant regulations.
- Training and Development:** The Institute is responsible for providing initial and ongoing training to all Approved Agents. This training is designed to ensure that agents have a deep understanding of their responsibilities, the international education system in Australia, and the legal and ethical standards they must adhere to, including the ESOS Framework and the Australian International Education and Training Agent Code of Ethics. The



Institute will also provide agents with up-to-date information about the Institute's programs, courses, and compliance requirements.

3. **Monitoring and Compliance:** The Institute is committed to monitoring the performance and compliance of all Approved Agents. This includes regular reviews of agent activities, performance metrics, and adherence to the Agent Agreement. The Institute will take appropriate corrective action, including issuing warnings, suspensions, or terminating agreements, if agents fail to meet the required standards or engage in unethical or illegal practices.
4. **Genuine Student (GS) Compliance:** The Institute will ensure that all Approved Agents are fully aware of and comply with the Genuine Student (GS) requirements for student visas. This includes ensuring that agents accurately assess and provide evidence of prospective students' intentions to study in Australia for the genuine purpose of education.
5. **Corrective Action and Termination:** The Institute will not tolerate any illegal or unethical behaviour by its agents. If there is evidence or suspicion of misconduct, such as providing unauthorised migration advice, engaging in dishonest recruitment practices, or violating visa conditions, the Institute will take immediate corrective action. This may include suspending or terminating the agent's agreement and reporting the misconduct to relevant authorities.

2. Responsibilities of Education Agents

Education Agents play a crucial role in representing the Institute to prospective international students. As such, they are expected to operate with the highest levels of integrity, professionalism, and ethical conduct. The Institute requires all Approved Agents to fully understand and adhere to the responsibilities outlined in their Agent Agreement and to comply with all relevant laws, regulations, and standards.

Key responsibilities of Education Agents include:

1. **Ethical Conduct:** Education Agents must always act in the best interests of prospective students and the Institute. This includes providing accurate and



truthful information about the Institute's programs, courses, and admission requirements. Agents must not engage in any deceptive practices, such as making false claims about migration outcomes, job prospects, or academic success.

2. **Legal Compliance:** Agents must comply with all relevant legal requirements, including not providing migration advice unless authorised under Australian law. Agents must also ensure that they do not recruit students who are not genuine temporary entrants or who are unlikely to meet visa conditions.
3. **Transparency and Confidentiality:** Agents must maintain appropriate levels of transparency in their dealings with students and the Institute. This includes disclosing any potential conflicts of interest and ensuring that all communications with students are honest and clear. Agents must also protect the confidentiality of student information and comply with data protection laws.
4. **Use of Institute Materials:** Agents are required to use only Institute-approved marketing and promotional materials. Any use of the Institute's name, logo, or branding must be authorised in writing by the Institute and must adhere to the Institute's guidelines.
5. **Continuous Improvement:** Agents are expected to participate in ongoing training and professional development provided by the Institute. This ensures that they remain informed about the latest developments in the international education sector and are equipped to provide the best possible service to prospective students.



Policy Statement

1. Regulatory Standards

The Institute is committed to ensuring that all Education Agents representing the Institute do so with the utmost professionalism, integrity, and compliance with all relevant legal and regulatory standards. The Institute recognises the critical role that Education Agents play in attracting and supporting international students and is dedicated to fostering strong, ethical, and transparent relationships with its agents.

To achieve these goals, the Institute will:

- 1.1 **Implement Rigorous Recruitment Processes:** The Institute will only engage Education Agents who meet its high standards for ethical conduct, professionalism, and compliance. All prospective agents will undergo a thorough application and approval process, including background checks and reference verification, to ensure they are qualified to represent the Institute.
- 1.2 **Provide Comprehensive Training and Support:** The Institute will offer comprehensive training to all Approved Agents, ensuring they have a deep understanding of their responsibilities, the Institute's programs and courses, and the relevant legal and regulatory frameworks. The Institute will also provide ongoing support, including access to up-to-date marketing materials, training sessions, and professional development opportunities.
- 1.3 **Monitor Agent Performance and Compliance:** The Institute will regularly monitor the performance and compliance of its Education Agents. This includes conducting annual reviews, collecting feedback from students, and analysing performance data. The Institute will take corrective action if agents fail to meet the required standards, including issuing warnings, suspending, or terminating agreements, and reporting misconduct to relevant authorities.
- 1.4 **Promote Ethical Conduct and Transparency:** The Institute will work closely with its agents to promote ethical conduct and transparency in all aspects



of student recruitment. This includes ensuring that agents provide accurate and truthful information to prospective students, avoid conflicts of interest, and maintain the confidentiality of student information.

1.5 **Take Decisive Action Against Misconduct:** The Institute will not tolerate any illegal or unethical behaviour by its agents. If there is evidence of misconduct, the Institute will take immediate and decisive action, including terminating the agent's agreement and reporting the misconduct to relevant authorities. The Institute will also work to ensure that any affected students are supported and that their interests are protected.

2. Agent Selection and Recruitment

The Institute will not enter into an agreement with any agent and will not accept students from any agents that it knows or reasonably suspects to be:

- 2.1 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 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 – Department of Education, Australian Government.
- 2.2 Facilitating the enrolment of a student that the agent believes, or should know, would not comply with the conditions of their student visa.
- 2.3 Negligent, careless, incompetent, or engaged in false, misleading, or unethical advertising and recruitment practices, including practices that could harm the reputation of the Institute or the Australian international education industry.
- 2.4 Misusing the Provider Registration and International Student Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide students.



- 2.5 Providing migration advice unless that education agent is authorised to do so under the Migration Act 1958.
- 2.6 Agents who are assessed as meeting the Institute's expectations for a quality education agent and the Australian International Education and Training Agent Code of Ethics will be appointed with a written agent agreement that is in a form approved by the Corporate Governance Board. These agents will promote courses with the intention of recruiting quality students who meet admissions, visa, and Genuine Temporary Entrant requirements on a non-exclusive basis.
- 2.7 The Institute will publish an up-to-date list of appointed agents on the Institute's website, maintain records of agreements and due diligence undertaken, and enter and maintain each agent's details in PRISMS. If requested by the agent, the Institute will provide a certificate confirming the agreement.

3. Responsibilities

The relationship between the Institute and all education agents who represent the Institute shall be established by a formal contract approved by the CEO. The Director of Operations will be responsible for the appointment, management, and termination of agents. The responsibilities of the Director of Operations include:

- 3.1 Selection, assessment, and appointment of agents.
- 3.2 Provision of assistance to agents.
- 3.3 Development and issuance of agent agreements.
- 3.4 Management and contractual oversight of agents, including contract signing, extension, and termination.
- 3.5 Ensuring compliance of agent activities with the Education Services for Overseas Students Act 2000, National Code of Practice for Providers of Education and Training to Overseas Students 2018, Higher Education



Standards Framework (Threshold Standards) 2021, Migration Act 1958, agent agreement, and Institute policies.

- 3.6 Ensuring student applications received via agents are only accepted from agents with a current signed agreement in place.
- 3.7 Taking corrective action (which may include termination of an agreement) with any agents that do not have satisfactory performance or do not comply with the terms and conditions of the agent agreement.
- 3.8 Conducting annual agent performance reviews.
- 3.9 Managing agent relationships in a professional and responsible manner.
- 3.10 Managing and mitigating reputational and other risks associated with agents.
- 3.11 Throughout their representation of the Institute, all education agents shall reflect the values of the Institute, and all interactions with prospective students shall be conducted in good faith.
- 3.12 All education agents appointed shall have appropriate knowledge and understanding of the Australian higher education sector, the ESOS Act, and the relevant legislative framework.
- 3.13 All information provided to prospective students about the Institute's courses shall be accurate and presented truthfully.
- 3.14 The Director of Operations is responsible for ensuring education agents are provided with the most up-to-date information that accurately reflects the Institute and its higher education offerings.

Procedures

The following procedures apply to the recruitment and management of agents:



1. Agent Application and Approval Process

- 1.1 **Agent Application:** Prospective Education Agents may apply through various channels, including direct enquiry or referral by existing Approved Agents or other affiliated institutions. The Institute will actively seek out agents who demonstrate a commitment to ethical practices and a proven track record in student recruitment. All potential agents must complete an Agent Application Form (Appendix 1)
- 1.2 **Due Diligence:** The Institute will conduct rigorous due diligence on all prospective agents. This includes background checks, reference verification, and an assessment of the agent's experience, reputation, and understanding of the international education sector. The Institute will only approve agents who meet its high standards for professionalism, integrity, and compliance.
- 1.3 **Agent Agreement:** Once approved, the agent will enter into an Agent Agreement with the Institute. This legally binding agreement outlines the agent's responsibilities, including compliance with the Institute's policies and procedures, adherence to ethical standards, and obligations under the ESOS Framework. The agreement also specifies the terms of payment, performance expectations, and conditions for termination.

2. Agent Agreement

Prospective education agents shall enter into an Agent Agreement (Appendix 2) with the Institute before representing the Institute. The following details are to be included in the Agent Agreement:

- 2.1 The agent shall not misrepresent any aspect of the Institute and its offerings.
- 2.2 The agent shall comply with, and maintain knowledge of, the ESOS Act.
- 2.3 The processes the Institute shall implement to monitor the education agent's activities and performance.
- 2.4 The suspension and termination conditions of the contract.



- 2.5 Before an agent is appointed, the Director of Operations, or delegate, will conduct and document due diligence and assess the prospective agent's suitability to represent the Institute in accordance with the following factors:
 - 2.5.1 The location of the agent and the country or countries the agent will recruit from.
 - 2.5.2 Alignment between the Institute's strategy and the agent's ability to meet relevant objectives.
 - 2.5.3 Market information for the proposed territory, including likely recruitment channels.
 - 2.5.4 Agency structure, such as whether the agent is a company or individual.
 - 2.5.5 Likely support that will be required from the Institute.
 - 2.5.6 The quality of the agent's premises and staff.
 - 2.5.7 The completion of relevant prior training that demonstrates an understanding of Australian legislation in relation to student recruitment, student visa requirements, and the Australian international education industry (for example, the PIER Education Agent Training Certification).
 - 2.5.8 Experience in the recruitment of genuine quality international students and enrolment volume, which may include recruitment for other Australian education providers or training providers, and relevant industry partnerships.
 - 2.5.9 Feedback from referees.
 - 2.5.10 Marketing strategies and marketing experience.
 - 2.5.11 Any history of non-compliance with the Education Services for Overseas Students Regulations 2001, National Code of Practice for Providers of Education and Training to Overseas Students 2018, or agent agreements.
 - 2.5.12 Any history of false or misleading recruitment practices, illegal provision of migration advice, dishonest recruitment practices, or misuse of the Provider Registration and International Student Management System (PRISMS).
 - 2.5.13 Type of counselling services the agent provides.
 - 2.5.14 The agent's reputation, including through publicly available sources, and evaluation of any previous dealings.
 - 2.5.15 The agent's fees and charges structure.



- 2.6 Foreign corporations that operate on a commercial basis are exempt from the notification requirements of Australia's Foreign Relations (State and Territory Arrangements) Act 2020. This includes international education agents when they are commercial entities operating on a commercial basis. Arrangements will not be entered into with international education agents that are not commercial entities operating commercially.

3. Agent Training and Development

The Institute is committed to the provision of initial and ongoing training. The following apply:

- 3.1 **Initial Training:** New Approved Agents are required to participate in a comprehensive training program provided by the Institute. This training covers the agent's responsibilities, the Institute's programs and courses, and the legal and regulatory frameworks governing international student recruitment. The training also includes information on ethical recruitment practices, the Genuine Student (GS) requirements, and the use of Institute marketing materials.
- 3.2 **Ongoing Training and Support:** The Institute will provide ongoing training and support to Approved Agents. This includes regular updates on changes to programs, courses, and regulations, as well as access to webinars, workshops, and in-market briefings. The Institute will also offer opportunities for agents to participate in professional development activities, such as familiarisation visits to the Institute's campuses and networking events with other education professionals.

4. Monitoring, Compliance, and Performance Review

The Institute will monitor the performance and activities of all education agents to ensure compliance with the Agent Agreement and to ensure that the information



education agents provide to prospective students about the Institute's courses is an accurate representation of the Institute, its courses, and graduate outcomes on an ongoing basis. This is also to ensure that the Institute is only using reputable and productive agents. The Institute will conduct a formal performance review of each agent at least annually, taking into account:

- Student feedback.
- The number of student application forms provided by the education agent that result in student enrolments.
- The performance and successful completion of courses by previous students recruited through that education agent
- The use of marketing materials and strategies employed by the education agent.

The following procedures apply:

- 4.1 **Regular Monitoring:** The Institute will regularly monitor the performance and compliance of all Approved Agents. This includes tracking student enrolments, analysing performance metrics, and conducting regular site visits. The Institute will also gather feedback from students and other stakeholders to assess the quality of the services provided by its agents.
- 4.2 **Annual Performance Review:** The Institute will conduct an annual performance review of all Approved Agents. This review will assess the agent's performance against key metrics, such as student recruitment numbers, compliance with the Agent Agreement, and adherence to ethical standards. Based on the results of this review, the Institute will categorise agents as "continuing" or "marked for suspension." Agents marked for suspension will be subject to further review and may face corrective actions, including suspension or termination of their agreement.
- 4.3 **Compliance Checks:** The Institute will conduct regular compliance checks to ensure that agents adhere to the terms of their agreement and all relevant legal and regulatory requirements. These checks will include reviewing the agent's use of marketing materials, monitoring their



adherence to Genuine Student requirements, and assessing their compliance with the ESOS Framework.

5. Corrective Action and Termination

- 5.1 The Institute will maintain, where practical, confidential guidelines on the minimum required benchmarks that agents must achieve in the relevant performance indicators for their performance to be deemed satisfactory. Information and data for the review and monitoring of agent performance will be collected through qualitative and quantitative mechanisms on a regular basis. This includes, but is not limited to:
 - 5.1.1 Internal Institute data.
 - 5.1.2 Provider Registration and International Student Management System (PRISMS) data.
 - 5.1.3 Student surveys and questionnaires.
 - 5.1.4 Reviews of publicly and non-publicly available materials and resources.
 - 5.1.5 Meetings and discussions with agents and their staff.
 - 5.1.6 Observations of events and interactions with prospective students.
 - 5.1.7 Feedback from individuals.
- 5.2 When monitoring processes indicate a deficiency, or the Institute becomes aware, or has reason to believe, that the agent or an employee or subcontractor of that agent has not complied with the agent's responsibilities under the Agent Agreement, or when it is identified that the agent has been negligent, careless, or incompetent, or engaged in false, misleading, or unethical advertising or recruitment practices, the Institute will investigate the matter in accordance with this Policy and take immediate corrective action. This may include:



- 5.2.1 Issuing an informal warning, which may include further counselling, training, or corrective advice.
- 5.2.2 Issuing a formal warning letter, which may include corrective action or require the agent to terminate its relationship with the employee or subcontractor who engaged in the non-compliant activity.
- 5.2.3 Suspension, non-renewal, or termination of the agreement.
- 5.2.4 The monitoring and review of agents will be used to assess the status of the relationship and inform renewals and terminations.

6. Issuing Warnings

- 6.1 If an agent is found to be in breach of the Agent Agreement or fails to meet the Institute's standards, the Institute will issue a formal warning.
- 6.2 This warning will outline the nature of the breach, and the corrective actions required. The agent will be given a specific timeframe to address the issue and bring their activities into compliance.

7. Suspension and Termination

- 7.1 If an agent fails to comply with the corrective actions outlined in a warning, or if the breach is deemed severe, the Institute may suspend or terminate the Agent Agreement.
- 7.2 Suspension may involve a temporary halt to the agent's recruitment activities, while termination will result in the immediate cessation of the agent's relationship with the Institute.
- 7.3 The Institute will also remove the agent's details from its website and the PRISMS system.



8. Reporting Misconduct

- 8.1 The Institute will report any instances of illegal or unethical behaviour by its agents to the relevant authorities, including the Department of Home Affairs and other regulatory bodies.
- 8.2 The Institute will also take steps to ensure that any affected students are supported and that their interests are protected.

9. Records and Reporting

To ensure compliance with the National Code of Practice for Providers of Education and Training to Overseas Students (2018), the Institute will maintain appropriate records of all agents engaged to formally represent it in the recruitment of international students, including:

- 9.1 A signed, written, and current agreement in the form of either a physically signed document, an electronically signed document, or any other reasonable means that constitute a formally written and executed agreement.
- 9.2 A Novation Deed, which transfers one party's rights and obligations under an existing agreement to a new third party.
- 9.3 Evidence of agent monitoring activity undertaken by the Institute.
- 9.4 Copies of agreements that have been terminated, where applicable; and evidence of immediate corrective and preventative action (for example, records of telephone conversations, emails, or letters) taken when the Institute becomes aware that the agent has been, or may become, negligent, careless, or incompetent, or has engaged, or may engage, in false, misleading, or unethical advertising and recruitment practices.
- 9.5 The agent agreements will require agents to agree to the collection and reporting of Agent Data to PRISMS and other Australian Government Authorities.
- 9.6 The Institute will ensure that the reporting requirements of Agent Data to PRISMS and other Australian Government Authorities are met.



10. Review

This policy will be reviewed every three years or as required to ensure compliance with legislative changes and the Institute's operational needs.

Related Legislation

This policy should be read in conjunction with the following related documents:

- [Higher Education Standards Framework \(Threshold Standards\) 2021](#)
- [Education Services for Overseas Students Act 2000](#)
- [Australian Qualifications Framework](#)
- [Migration Act 1958](#)
- [Modern Slavery Act 2018](#)
- [Privacy Act 1988](#)
- [Australia's Foreign Relations \(State and Territory Arrangements\) Act 2020](#)

Change and Version Control

Version	Date Approved	Authored by	Approved by	Description
1.0	05/11/2024	Chief Executive Officer	Board of Directors	Corporate Policy

Policy Information

Author	Chief Executive Officer
Responsible Officer	Chief Executive Officer
Approved by	Board of Directors
Date approved	05/11/2024



Status	Approved (Current Version)
Next review due	05/11/2027

Name of Policy	Agent Recruitment and Management Policy and Procedures	
Version	V1.0	
Policy: Corporate	Date: 05/11/2024	Status: Final ratified by the Board of Directors on 05/11/2024

File: Agent Recruitment and Management Policy and Procedures_V1.0



Appendix 1: Education Agent Application Form

Instructions

Thank you for your interest in becoming an authorised Education Agent representing Central Institute of Technology and Innovation (CITI). As part of our commitment to maintaining high standards and compliance with the National Code of Practice for Providers of Education and Training to Overseas Students <https://www.education.gov.au/esos-framework/resources/standard-4-education-agents> CITI requires all prospective education agents to complete this Education Agent Application Form in full.

This Education Agent Application Form has **four (4)** sections. Please ensure all sections of the Education Agent Application form are completed and that all the necessary documents are attached. Incomplete applications will **not** be processed.

Section 1: Document Checklist

No	Requirement	Details	Checklist
1	Certificate of Business Registration	Provide a copy of the business name registration certificate.	<input type="checkbox"/>
2	Company Profile	Please provide a detailed profile of your company.	<input type="checkbox"/>
3	Physical Office Address	Please provide any document confirming that the office space is either rented, leased or owned. Online or freelancer work is not accepted.	<input type="checkbox"/>
4	Qualified Education Agent Counsellor (QEAC) Certificate	Education counsellors must hold a valid QEAC certificate. Please provide the certificate(s).	<input type="checkbox"/>
5	Migration Agents Registration Authority (MARA) Certificate	At least one migration agent is based in the office location. Please provide the MARA certificate or the membership details	<input type="checkbox"/>
6	References	Please provide two (2) references from higher education institutions, preferably from Australian public universities or private higher education providers.	<input type="checkbox"/>

Section 2: CITI Agent Code of Conduct

All education agents must acknowledge that they have read, understood, and agree to abide by the ethical guidelines and standards documented by Central Institute of Technology and Innovation (CITI).



Section 3: Questionnaire

All education agents must complete and submit the questionnaire (Section 4). Applications will not be considered unless this section is fully completed.

Section 4: Education Agent Information Details

1. Company Details

Company Name	
Trading Name (if applicable)	
Principal Contact Person	
Primary Email	
Alternate Email	
Mobile	
Telephone	
Website	
ABN	
Year Established	
Company Registration No	
Place of Registration	
Date of Registration	
Expiry Date	
Principal Address	
Suburb/City	
State, Postcode, Country	
Number of Staff Employed	

2. Other Office Details (Onshore and Offshore)

Office Location	
Full address	
Primary Contact Person	



Mobile	
Email	

Office Location	
Full address	
Primary Contact Person	
Mobile	
Email	

3. Conflict of Interest

Is your company affiliated / associated with any other businesses (Higher Education institute, Business School, Migration, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please explain:	

4. Recruitment Information

Number of students you recruit annually	
Target Markets	
What percentage of your student placements is allocated to each education sector? - University - Private Higher Education - Vocational Education and Training - High School: - English School: - Others	



Appendix 2: Agent Agreement for CITI Higher Education Courses

Parties

Central Institute of Technology and Innovation (CITI)

TEQSA Provider No: PRV14398

CRICOS Provider No. TBC

Address: Level 5, 136 Chalmers Street, Surry Hills, NSW 2010

AND

The party described on the signature page as the Representative
(the Representative)

Background

- A. The Institute wishes to engage the Representative as its representative to find suitable students for admission, enrolment and study at the Institute.
- B. The Institute is committed to only engaging and working with Representatives who help enhance the Institute's international reputation as well as that of the Australian higher education sector generally, have appropriate knowledge and understanding of the international higher education system in Australia, provide international students with accurate and up to date information about study in Australia and at the Institute and act honestly and in good faith in their dealings with students. The Institute will not continue working with particular Representatives if the Institute considers to do so would be contrary to that commitment.

The terms of this Agreement, including the Institute's right to terminate the Agreement, are to be read and construed against this background.

Definitions

In this Agreement:

Commencement Date has the meaning given on the Signature Page.

Commission means payment made by the Institute to the Representative for successful recruitment of students who enrol in courses calculated in accordance with Schedule 1.

Confirmation of Enrolment (CoE) means a document, provided electronically, which is issued by a Registered Provider to intending overseas students and which must accompany their application for a student visa. It confirms the overseas student's eligibility to enrol in the particular course of the Registered Provider.

Country has the meaning given on the Signature Page.

Courses means the full-time registered programs offered by the Institute and registered on CRICOS.



CRICOS means the Commonwealth Registers of Institutes and Courses for Overseas Students prescribed under section 14A of the ESOS Act.

ESOS Act means the *Education Services for Overseas Students Act 2000* (Cth) including its regulations and any other documents made by legislative instrument, as amended from time to time.

Marketing Material means any material, both print and electronic, that a student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage.

National Code means the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018* (Cth), established pursuant to Part B of the ESOS Act, as amended from time to time, or if it is repealed, any new code made under Part B of the ESOS Act.

Policies and Procedures means the Institute's policies and procedures available on the Institute's website (www.citi.nsw.edu.au).

PRISMS means the Provider Registration and International Student Management System, the system used to process information given to the Secretary of the Department of Education and Training by registered providers.

Registered Provider means an approved education provider that is entered on CRICOS.

Services means the services described in clause 3 of this Agreement.

Student means a person (whether within or outside Australia) who either intends to become, or who has taken any steps towards becoming, a student or an 'overseas student' or 'intending overseas student' as defined by the ESOS Act, or who holds a student visa and is an 'overseas student' as defined by the ESOS Act, as required in the circumstances.

Tuition Fee means the tuition payable by a student for units.

Unit means a unit of study in a course.

Agreement

In this Agreement, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and similar expressions are not words of limitation; and
- (e) money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar' 'AUD' or '\$' is a reference to Australian currency.



Engagement of Representative

The Institute engages the Representative from the commencement date to be its representative to perform the services in the country on the terms and conditions set out in this Agreement.

This is a non-exclusive Agreement, and the Institute can appoint other Representatives in Australia and overseas as it so chooses and may accept applications from students through other Representatives acting on behalf of students.

This Agreement will continue until it is terminated in accordance with section 12.

Responsibilities of the Representative

1. Compliance and quality assurance

The Representative must:

- (a) familiarise themselves with, demonstrate understanding of, and at all times comply with the requirements of the ESOS Act and the National Code. The Institute recommends that the Representative undertake AEI online education agent training, which can be accessed at <http://eatc.onlinetrainingnow.com/about>;
- (b) ensure all staff of the Representative 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.
- (c) comply with any other legislation requirements relating to overseas students studying in Australia;
- (d) assist to uphold and protect the reputation of the Institute and the Australian international education sector;
- (e) become fully acquainted with student visa requirements for overseas students to ascertain who constitutes a bona fide student;
- (f) where applicable, meet all the legislative requirements in the country relating to an education agent business;
- (g) declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the Institute;
- (h) observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students;
- (i) act honestly and in good faith, and in the best interests of the student; and
- (j) provide the Institute with up to date details including the name of the Representative's legal entity, ABN or Registration Number, phone contact details, e-mail address and address for publishing on the Institute's website. The Representative must immediately notify the Institute of any change to any of those details.

2. Marketing and Promoting Courses

The Representative must:

- (a) promote the courses in the country;
- (b) market and promote the courses in a professional, ethical and responsible manner;
- (c) find suitable students to undertake courses;
- (d) only market and promote the courses to persons who a reasonable person would consider to be genuine students;



- (e) ensure that the Institute's CRICOS provider number appears on all written and electronic marketing material and information supplied to students or their parents or guardians;
- (f) obtain written permission from the Institute prior to using the Institute's logo in any form of advertisement or marketing;
- (g) obtain written approval from the Institute before placing any advertisements;
- (h) not accept or promote fees payable by a student that are different from the Institute's tuition fee as shown on its current promotional material and website for any course provided by the Institute without the Institute's prior written consent;
- (i) at the Institute's request, assist with representing the Institute at seminars, trade fairs, exhibitions and conduct follow up activities on behalf of the Institute; and
- (j) provide the Institute with market intelligence about recruitment of students in the country.

3. Provision of Information to Students

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

- (a) the Institute, including its campus location and the facilities, equipment and learning resources that are available to students;
- (b) the courses, and in particular, the course that the student wishes to apply for;
- (c) 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 the Institute or information on its website;
- (d) 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.

4. Information for Students

The Representative must:

- (a) provide all necessary documentation to students to assist them in enrolling at the Institute, including all information required under the ESOS Act and National Code;
- (b) assist students with their visa application (if required), enrolment in a course and other services required by the student;
- (c) when required, provide to students pre-departure information and essential information required on arrival in Australia;
- (d) direct students to the Institute's website for essential pre-enrolment information;
- (e) regularly visit the Institute's website to obtain the most current information about the courses;
- (f) inform students of the Institute's Policies and Procedures, including of their location on the Institute's website;
- (g) 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



- (h) (iii) compliance with work rights;
- (h) inform students of the Institute'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;
- (i) inform students that they are required to provide to the Institute their address, phone number and email at the time of application;
- (j) on request from the Institute, assist the Institute to collect outstanding tuition fees from a student. In the event of the student making a payment to [the Representative] for his or her scheduled tuition fees, it is the responsibility of the Representative to ensure the money is received and receipted by the Institute by the scheduled date. Failure to pay by the due date will cause the student to incur fees in accordance with the Institute's Policies and Procedures in which case the Representative will also make payment to the Institute of any such fees incurred; and
- (k) receive regular email updates from the Institute.

5. Restrictions on Representative

Under this Agreement, the Representative must not:

- (a) manage applications from any student who does not have a genuine intention to stay in Australia temporarily;
- (b) once the representative has recommended the student to the Institute and the application has been processed by the Institute, assist that student to enrol in any other educational Institute for the entire time the student is enrolled at the Institute;
- (c) engage in, or have previously engaged, in false or misleading advertising or recruitment practices which fail to comply with the obligation to provide ethical, accurate and consistent information about courses offered by the Institute;
- (d) submit fraudulent documents to the Institute in support of a student's application;
- (e) make any false or misleading comparisons with any education provider or their courses;
- (f) make any false or misleading claims of association of the Institute with any other education provider;
- (g) give any false or misleading information to a student about acceptance into a course or employment outcomes associated with a course;
- (h) give any false or misleading information about possible migration outcomes; or
- (i) bank any fees and charges payable to the Institute;

6. National Code

Under this Agreement and in compliance with the National Code, the Representative must not:

- (a) engage in, or have previously engaged in, dishonest practices including the deliberate attempt to recruit a student where such recruitment would conflict with the Institute's obligations under Standard 7 of the National Code (Overseas Student Transfers);
- (b) facilitate the enrolment of students who do not comply, or who the Representative believes will not comply, with student visa conditions;
- (c) use Provider Registration and International Students Management System (PRISMS) to create a Confirmations of Enrolment for other than a bona fide student; and
- (d) provide immigration advice where not authorised to do so under the *Migration Act 1958*.



7. Responsibilities of the Institute

The Institute must:

- (a) maintain as its principal purpose the provision of education;
- (b) at all times comply with the requirements of the ESOS Act and the National Code;
- (c) refund student fees in accordance with the Institute's refund policy;
- (d) regularly provide current, accurate and updated marketing material to the Representative in compliance with Standard 1 (Marketing Information and Practices) of the National Code;
- (e) take immediate corrective and preventative action upon becoming aware that the Representative is being negligent, careless, incompetent or is engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education sector;
- (f) inform the Representative when a student has tuition fees that are outstanding;
- (g) provide quality customer service throughout the duration of the courses;
- (h) abide by the requirements of all relevant regulatory bodies; and
- (i) provide arrival support on request from a student or their Representative in accordance with the Institute's Policies and Procedures.

8. Monitoring of the Representative's Activities

The Institute will monitor and evaluate the activities of the Representative, including by:

- (a) conducting student surveys about their experience with the Representative;
- (b) conducting annual Agent performance appraisals;
- (c) conducting individual meetings with the Representative as required;
- (d) conducting at least one meeting with the Representative each term to discuss:
 - (i) the results, progress and attendance of students referred to the Institute by the Representative that have been raised as a concern by the Institute's academic staff;
 - (ii) feedback obtained by the Institute from student surveys;
 - (iii) the Representative's communication strategy to ensure the Representative is giving accurate and current information to students;
 - (iv) any administrative issues
 - (v) the marketing materials; and
 - (vi) any other issues as identified by the Institute; and
- (e) reviewing all data and information collected from and about the Representative on an annual basis.

The Institute can undertake a review of the Representative's performance under this Agreement at any time.

9. Corrective Action

Where the Institute becomes aware that, or has reason to believe, through its monitoring and evaluation of the Representative'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, the Institute may choose from a number of options including, but not limited to:

- (a) verbal counselling of the Representative;
- (b) further training in Admissions requirements and National Code obligations;
- (c) a written warning; and



(d) termination under clause 12 of this Agreement.

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

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

10. Confidentiality

The Representative must keep confidential:

- (a) the terms of this Agreement;
- (b) the Commission; and
- (c) any personal information collected about a student in the course of business and must ensure the personal information is not passed on to any other organisation in accordance with the *Privacy Act 1988 (Cth)*.

The Representative must not disseminate or sell any reports, results, information or data relating to the supply of the Services under this Agreement unless the parties have agreed that such reports, results, information and data are the property of the Representative.

11. Student Change of Representative Request

Subject to this clause (11), the Representative and the Institute recognise that a student may change his or her representative if he or she is dissatisfied with the representative's services.

If a representative (Initial Representative) submits a student's application for enrolment that contains the student's signature and the initial Representative's authorised stamp, then the Institute will not regard a different representative (Replacement Representative) as the representative that recruited the Student unless:

- (a) where the student has not paid a deposit or received a Confirmation of Enrolment, the Institute receives written notification from the student notifying the Institute that the replacement Representative is the student's representative; or
- (b) where the student has paid a deposit or received a Confirmation of Enrolment,
 - (i) the Institute receives written notification from the student notifying the Institute that the replacement Representative is the student's representative;
 - (ii) the Replacement Representative submits to the Institute the student's application for enrolment that contains the student's signature and the replacement Representative's authorised stamp; and
 - (iii) the Institute has not received an objection certificate from the Initial Representative that the Institute considers is valid.

The Institute and the Representative agree that the Institute reserves its right to determine which representative recruited the student in its sole and absolute discretion.

The Institute will only pay commission to one representative in respect of each recruited student and will only pay commission to the representative that the Institute regards as having recruited the student.

12. Termination of Agreement

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

If the Institute reasonably considers that the Representative has breached any provision of this Agreement, or engaged in conduct which it reasonably considers unprofessional and/or could bring the Institute into



disrepute, the Institute may terminate the Agreement at any time and with immediate effect by giving notice to the Representative.

Without limiting the Institute's other rights of termination in this clause (12), where the Institute 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 Institute will 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.

When this Agreement terminates, the Representative must:

- (a) submit to the Institute all applications and fees received up to the date of termination;
- (b) immediately cease to use any advertising, promotional or other marketing material supplied by the Institute and return such material to the Institute within thirty (30) days;
- (c) refer all enquiries received after the date of termination to the Institute.

13. Commission

Subject to the other provisions of this clause (13), the Institute must pay the representative the commission for each student who:

- (a) is recruited by the Representative;
- (b) is enrolled in a course; and
- (c) has paid the tuition fees that are due in full to the Institute,

within 30 days of the receipt of a tax invoice, commission will be payable to the Representative.

Subject to clause 13, the Representative will not be regarded as having recruited a student unless the Representative submits the student's complete application for enrolment that bears the student's signature and Representative's authorised stamp. No commission is payable by the Institute in relation to a recruited student unless:

- (a) the Representative has given the Institute a tax invoice for the commission payable in relation to the recruited student; and
- (b) the recruited student has commenced the units in respect of which the recruited student paid the tuition fees.

If the Representative does not submit a tax invoice to the Institute within 180 days of the last day of the unit in respect of which the recruited student paid the tuition fee, then there is no obligation on the Institute to pay any commission to the Representative in respect of that student for that unit and the Representative releases the Institute from any liability to pay any such commission.

If the Institute:

- (f) refunds the tuition fee to a Student (refunded tuition fee); and
- (g) has paid the commission to the Representative in respect of the refunded tuition fee,

then the Representative must refund to the Institute the commission paid in respect of the refunded tuition fee, and if the amount of the refunded tuition fee is less than the full amount of the tuition fees in respect of which the commission was paid, then the amount to be refunded will be determined on a pro-rata basis.

14. Indemnity

The Representative indemnifies and will keep indemnified the Institute and its officers, employees, subcontractors and consultants from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it, whether on their own or jointly with the



Representative in respect of any loss, death, injury, illness, damages, costs or expenses (whether to person or property) where caused by:

- (a) any unlawful or negligent act of the Representative, its officers, employees, Representatives, sub- contractors or consultants; or
- (b) breach of Intellectual Property rights of any third party; or
- (c) breach of any part of this Agreement.

15. GST

Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.

- a) If GST is imposed on any supply made under this Agreement, unless the consideration for that supply is specifically described in this Agreement as 'GST inclusive', the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply.
- b) Subject to the recipient receiving a tax invoice in respect of the supply, payment of the GST must be made at the same time as payment for the taxable supply.
- c) GST refers to the New Tax System (Goods and Services Tax) Act 1999 (Cth) in Australia only.

16. This Document is the Entire Agreement

This Agreement, its schedules and annexures (if any):

- (a) constitute the complete and full agreement between the parties as to their subject matter; and
- (b) replace and supersede any prior arrangement or agreement between the parties and for the avoidance of doubt commission rates applicable under any prior agreement shall no longer be applied.

17. Variation

This Agreement may only be altered in writing, signed by both parties.

18. Notices

- a) A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail.
- b) A notice under this Agreement to the Institute must be sent to the address specified in the Parties section of this Agreement.
- c) A notice under this Agreement to the Representative must be sent to the address specified on the Signature Page of this Agreement or if completed, the address specified in Schedule 2 to this Agreement.
- d) A party which changes its address, facsimile number or electronic mail address must give notice of that change to the other party.
- e) The Institute must be immediately notified of any change to any business trading name or legal entity name of the Representative.

19. Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and the Federal Court of Australia.



SIGNATURE PAGE

The Representative Name:	
ABN or Registration No. (If applicable):	
Address:	
Country:	
Business Phone Number:	
Email Address:	

Note: If details above are not correct or not current, please update address in Schedule 2 below. Address stated in signed returned agreement will overwrite above address

This agreement will take effect from the date of signing and replace any previous agreements.

Commencement Date (Day, DD/MM/YYYY)	
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Executed as an agreement:

Central Institute of Technology and Innovation	
Title	
Name	
Signature	
Date (DD/MM/YYYY)	

Representative	
Title	
Name	
Signature	
Date (DD/MM/YYYY)	

Schedule 1: Commission

Commission payments will be calculated in the appropriate currency on the following basis:

Country	Institute	Course Type	Commission Year 1	Commission Subsequent Years
Australia	Central Institute of Technology and Innovation	Higher Education	20% of the Tuition Fees that are paid by a Student to the Institute	15% of the Tuition Fees that are paid by a Student to the Institute

Schedule 2: Address

If you have any other branches or a Head Office, please fill in their addresses below Head Office Address:



Company Name	
ABN or Reg no.:	
Address Line 1	
Address Line 2	
Country	

Branches:

Branch Name:	
Contact Name:	
Email Address:	
Address Line 1	
Address Line 2	
Country	

Branch Name:	
Contact Name:	
Email Address:	
Address Line 1	
Address Line 2	
Country	



Branch Name:	
Contact Name:	
Email Address:	
Address Line 1	
Address Line 2	
Country	

Schedule 3: Privacy and use of agent information in PRISMS

Agents working with CITI agree that their business information will be:

- (i) recorded in the Provider Registration and International Student Management System (PRISMS). This may include your name, business email address, phone number and street address
- (ii) accessed by the Commonwealth Department of Education and Training, the Commonwealth Department of Home Affairs and other Commonwealth agencies that access PRISMS
- (iii) used to administer or monitor compliance with the Commonwealth legislation e.g. *Education Services for Overseas Students Act 2000*, *Migration Act 1958*; and
- (iv) disclosed by the Commonwealth Department of Education and Training to other Commonwealth entities (including, but not limited to ASQA and TEQSA), education Institutes and publicly. The Commonwealth Department of Education and Training will share individual agents' performance publicly as aggregated data (but will not identify agent - provider relationships). Agent-provider relationships will only be identified when data is shared with education Institutes and other Commonwealth entities.

You must also agree to personal information we currently hold in PRISMS regarding you and any other personal information we may collect in future being disclosed as described above. You must notify us of your intent to opt out of this initiative, if not, entering into this agreement will be taken as agreeing to your data being used as described above.

Education agents are an important part of the Australian international education industry. Almost all are valued and respected by Australian education institutions and the students they assist to enrol and study in Australia. This government initiative to disclose the outcomes of students by the agent they are associated with is the first of its kind in the world and will see quality agents recognised for their high standards and levels of service.