

Management of Student Recruitment Agents Policy

PURPOSE

Policy #4.12

The purpose of the policy is to outline that, due to the niche nature of its courses, AFTT does not receive large numbers of applicants from any one recruitment agent, nor do most agents specialise in creative industries courses. Contact with new recruitment agents is generally initiated by the agent, or by AFTT if the Academy is seeking to develop new markets. Prior to appointment, agents undergo a vetting process through an application and reference checking procedure.

SCOPE

This policy applies to all International Services staff involved with the appointment and management of international recruitment agents, whether the agent is located onshore or offshore.

DEFINITIONS

In this policy and procedure:

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

POLICY

Management of Recruitment Agents

- AFTT will only select and engage educational agents who will:
 - promote the Academy and its approved programs in the agreed Territory in accordance with the Academy's policy and procedures;
 - ensure all applicants for the Academy's courses are both Genuine Temporary Entrants and Genuine Students, in order to maintain the integrity of the Australian student visa program, and to ensure the Academy only recruits high quality genuine and temporary students;
 - provide prospective students with all necessary information about the Programs, The Academy's facilities and services and assistance in completing and submitting application forms to the Academy and in doing so must;
 - comply with all the requirements of the ESOS Act, The ESOS National Code, the Higher Education Standards Framework (Threshold Standards) 2015 (HES Framework).
- AFTT will only engage agents who:
 - agree to declare in writing, and take reasonable steps to avoid, conflicts of interests with its duties as an education agent of the registered provider;
 - observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas student;
 - act honestly and in good faith, and in the best interests of the student.
- AFTT enters into a written agreement with each education agent it engages to formally represent it. The agreement specifies:
 - the responsibilities of the education agent and the Academy, rules of engagement and performance monitoring;
 - the need to comply with the requirements of the Education Services for Overseas Students Act 2000 (ESOS ACT) and the National Code 2018 and the RTO standards 2015
 - the requirement to have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
- The Academy will monitor each education agent's performance on the basis of student/guardian feedback, internal analysis of agent performance in terms of quality of service and in light of analysis of student performance.

PROCEDURE**1.1 SELECTING AND ENGAGING AGENTS**

Interested individuals/organisations may be invited by AFTT or may submit an expression of interest for becoming an education agent for AFTT.

AFTT engages agents after thorough investigation and completion of a referee check.

An agent's suitability for engagement is primarily determined by:

- business registration – an Australian Registered Business or other Business with demonstrated experience in complying with relevant laws and regulations of Australia;
- business services – demonstrated capacity to deliver counselling and support services to clients;
- market knowledge and capacity – demonstrated previous experience in recruiting international students, particularly for Australia;
- appropriately trained and qualified staff – education agent staff demonstrate the capacity to provide high quality services and information to prospective international students.

The International Services Division provides the prospective agent with an application in the form of a questionnaire. The International Services Division checks the returned document for accuracy, correctness and adequateness and investigates the veracity of the information by contacting the agents referees and by other methods that could include conducting checks on the agent's performance and reputation: for example with other education providers, known students of the agent, relevant arms of Australian diplomatic missions, various websites and ideally through visits to the agent's offices.

The Director International Services will determine whether or not AFTT enters into an agreement with each applicant. An application can only be approved by the Director International Services after reviewing the submitted questionnaire and after contacting referees as a minimum.

The Director International Services will automatically refuse the application where investigation of the application shows that the potential Agent has:

- been engaged in dishonest practices; this includes behaviour which relates to Standard 7 - Transfer between registered providers;
- facilitated the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa;
- used PRISMS to create a CoE for other than a bona fide student; and
- provided immigration advice where not authorised under the Migration Act 1958 to do so (i.e. not a registered migration agent).

Where AFTT chooses to not enter into an agreement with a prospective agent, they will be notified as such in writing within fourteen (14) days of receipt of the application. A reason for the decision will be stated on the notification.

All Agent application questionnaires and supporting evidence are to be kept on file by the International Services Division.

1.2 AGENCY AGREEMENTS

The Academy ensures that where services are provided on its behalf by a third party such as an Education Agent the provision of those services is the subject of a written agreement

Written agreements with Education Agents:

- specify the responsibilities of the education agent and AFTT and the need to comply with the requirements in the National Code 2018, the ESOS Act and the RTO standards 2015 include processes for monitoring the activities of the education agents;
- detail means of dealing with agents suspected of being negligent, careless or incompetent or engaged in false, misleading or unethical advertising and recruitment practices;
- require the agent to cooperate with any audit conducted by the VET regulator.
- specify termination conditions; and
- the jurisdiction of the agreement.

1.3 REGISTER OF AGENTS AND REVIEW OF AGENCY AGREEMENTS

AFTT will maintain a register of its appointed agents and will also publish an up to date list of agents on PRISMS and on the AFTT's website.

All agency agreements will be subject to a bi-annual review.

The Director International Services will review of agency agreements prior to their anniversary date. The decision to renew will be based on the review outcome/results.

For the purposes of review Agents will be divided into two (2) groups:

1. those agents who have recruited NO students during the year and consequently have NO enrolments; and
2. those agents who have recruited students during the two (2) years and consequently have enrolments.

1.4 REVIEW OF AGREEMENTS

1.4.1 Agents with no enrolments

Agents with no enrolments with AFTT will automatically become inactive on the management system and if the agreement is due to expire will not be renewed. If the agreement is ongoing with a future expiry date the agent will be contacted and a decision made by the Internal Services Director as to future action.

The agents that are not renewed will be removed from PRISMs and AFTT's website.

1.4.2 Agents with Enrolments

Agents with enrolments will be reviewed based on, but not limited to the following criteria:

- monitoring evidence gathered throughout the agreement period;
- number of student enquiries received from the specific agent;
- number of students enrolling from the specific agent;
- number of students dissatisfied with the specific agents' services; and
- student study outcomes (e.g. course completion rates, visa compliance);
- warning notices issued to the specified agent;
- Department of Home Affairs data, in relation to visa grant / refusal rates;

The Director International Services considering the review evidence has a number of options.

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

The agents that are not renewed will be removed from PRISMs and AFTT's website.

1.5 RENEWAL OF AGREEMENT

Agents who satisfy AFTT's requirements will be issued a new agent agreement for a period of two (2) years.

1.6 CORRECTIVE AND PREVENTATIVE ACTIONS

If as a result of ongoing monitoring or as the result of the agreement renewal review the Director of International Services has concerns about the performance of an education agent, they may authorise some form of corrective or preventative action.

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

- Corrective action may include:
 - providing additional information/material; or
 - targeted training in, for example, the expectations of the provider;
 - requiring the Agent to undertake counselling by AFTT about the Agent's responsibilities code of conduct under the agreement and requirements under the National Code;
 - a warning letter.
- Corrective action may also include termination of the agreement with the education agent.
- Preventative action could include training sessions for agents and ensuring they have all the material they need to represent the provider accurately and professionally.

Corrective and preventative actions will be appropriate to the breach of requirements by **the Agent**.

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

The Director International Services provides annual reports to the Executive Management Team on the recruitment of students through agents including any issues that have arisen.

The Director of International Services' report will include but not be limited to

- number of student enquiries received through agents;
- number of students enrolling through agents, by course and by country of origin, onshore/offshore;
- number of students expressing dissatisfaction with agent services; and
- number of visa grant / refusal rates of students offered places.

1.7 TERMINATING THE AGREEMENT

Under this procedure:

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

The agents that are terminated will be removed from PRISMs and AFTT's website.

1.7.1 Conduct of Agent's Employee

Under this procedure an agency agreement must specify that an agent must take corrective action, which may include terminating any agreement with an employee if the agent becomes aware of, or reasonably suspects, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with AFTT's regulatory requirements including the obligations under National Code Standard 7 Transfer between registered providers, whereby AFTT must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study or any of the other dishonest practices outlined above.

1.7.2 Right to Appeal

AFTT supports an agent's right to appeal for non-renewal of agent agreements. Agents must address their appeal in writing with any supporting documentation.

The Chief Executive Officer of AFTT will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for three (3) to six (6) months.

1.8 COST OF ADVERTISEMENT AND PROMOTIONAL ACTIVITIES

The agent has the responsibility of bearing all the costs of advertisement and promotional activities in their approved territory unless otherwise agreed in writing.

1.9 ASSIGNMENT AND SUBCONTRACTING TO THIRD PARTIES

In entering agreements with education agents, AFTT specifies that the agent must:

- not assign the agreement or any right to a third (3rd) party under the agreement without the prior written consent of AFTT;
- not subcontract to any third (3rd) party the performance of any of its obligations under the agreement without the prior written consent of AFTT;
- despite any subcontract, the agent remains solely liable for performing its obligations under the agreement;
- terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of National Code Standard 7 Transfer between registered providers, whereby AFTT must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six (6) months of his or her principal course of study or any of the other dishonest practices outlined above.

1.10 DATA STORAGE

For the efficient implementation of this procedure, AFTT operates two (2) AFTT wide data management systems, one (1) that relates specifically to prospective students and one (1) that relates specifically to enrolled students.

This data management system enables or facilitates access to or provision of the following general or specific agent related information.

<ul style="list-style-type: none"> • list of AFTT's agents;
<ul style="list-style-type: none"> • list of current students with identified agent in both the prospective and the enrolled student databases;
<ul style="list-style-type: none"> • in the enrolled student database for each identified agent the names of those students; <ul style="list-style-type: none"> ○ who have been requested to attend a meeting about course progress, and ○ who have had letters sent notifying them of AFTT's intention to report; and ○ who have been reported to Department of Home Affairs by AFTT for breach of visa conditions.

• agent agreements;
• policy and procedure for engaging, managing and monitoring the performance of agents;
• criteria on which AFTT bases their selection of agents;
• prospective agent questionnaire;
• survey given to students that asks questions about their satisfaction with their agents;
• analysis of any survey results;
• list of agents that have been terminated or have had any form of corrective action taken by AFTT;
• material provided to agents explaining the role expected by AFTT;
• list of training programs provided by AFTT to agents or names of training programs that AFTT expects agents to have undertaken;
• list of agents that have participated in training programs;
• marketing material kits provided to agents or made accessible to agents;
• AFTT Team Members responsible for management of agents.

1.11 NOTICES

Any agreement established under this procedure will include the following clause relating to issuing of notices:

- A notice under the agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address given in the agreement.
- A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

1.12 GOVERNING LAW

Any agreements with education agents will be governed by and construed in accordance with the law in force in the state of NSW, Australia.

COMPLAINTS and APPEALS

Students may access the Student Complaints and Appeals Policy – and its associated procedures – at any time, against any decisions prescribed in this policy.

POSITIONS RESPONSIBLE FOR IMPLEMENTING POLICY

- Director of International Services
- International Admissions and Inquiries Officer

The processes and procedures outlined in this document are monitored by JMC as part of the Service Level Agreement held with AFTT.

RELATED LEGISLATION

This Policy supports AFTT's compliance with the following legislation:

- Higher Education Support Act 2003 (Cth),
- Higher Education Standards Framework (Threshold Standards) 2015,
- Education Services for Overseas Students (ESOS) Act 2000 (Cth),
- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
 - ESOS National Code 2018, Part B, Standard 4.