

Management of Education Agents

Policy and Procedure

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1. PURPOSE

The purpose of the Management of Education Agents Policy and Procedure is to ensure consistent and effective selection, management and monitoring of education agents to ensure quality of services provided to JMC Academy and compliance with internal and external requirements.

2. SCOPE

The Management of Education Agents Policy and Procedure applies to all members of the International Services Office involved with the appointment and management of international education agents, both onshore and offshore.

3. DEFINITIONS

PRISMS means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment).

Course means the full-time accredited courses offered by JMC Academy and registered on CRICOS.

Prospective student means a person (whether within or outside Australia) who intends to become, or who has taken steps towards becoming a student at JMC Academy.

Services means the services described under the agent agreement.

Student means an 'international student' as defined in the ESOS Act.

Term means the period set out in the agent agreement.

Territory means the countries or regions set out in the agent agreement.

Genuine Temporary Entrant (GTE) requirement is an integrity assessment that all applicants for a Student Visa must undergo to show they are coming to Australia temporarily to gain a quality education and intend to use the student visa program for its intended purpose only and not as a channel to gain residency in Australia.

Genuine Student - generally refers to a student who is fully and honestly qualified to undertake the course and has not submitted false or fabricated documents to show they comply with the entry requirements. This includes but is not limited to providing fake or fabricated transcripts, testamurs, certificates or having someone else take an English Language Proficiency test in their place.

All definitions are located in the *JMC Academy Glossary*.

4. POLICY

- 4.1. JMC Academy will only select and engage educational agents who will:
 - 4.1.1. Promote JMC Academy and its approved programs in the agreed territory in accordance with the JMC Academy's policies and procedures,
 - 4.1.2. Ensure all applicants for the JMC 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 JMC Academy only admits high quality genuine and temporary students,

- 4.1.3. Provide prospective students with all necessary information about the programs, facilities and services, and
- 4.1.4. Assist applicants in completing and submitting application forms to JMC Academy and in doing so must comply with all the requirements of the relevant legislations.
- 4.2. Prior to the appointment, agents undergo a vetting process through an application and reference checking procedure.
- 4.3. JMC Academy will only engage agents who:
 - 4.3.1. 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, and
 - 4.3.2. Observe appropriate levels of confidentiality and transparency in their dealings with international students or intending international students, and
 - 4.3.3. Act honestly, in good faith, and in the best interests of the students.
- 4.4. JMC Academy enters into a written agreement with each education agent it engages to formally represent it. The agreement specifies:
 - 4.4.1. The responsibilities of the education agent and JMC Academy, rules of engagement and performance monitoring,
 - 4.4.2. The need to comply with the requirements of the Education Services for Overseas Students Act 2000 (ESOS Act), the National Code 2018 and the Higher Education Standards Framework (Threshold Standards) 2021 (HES Framework),
 - 4.4.3. 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,
 - 4.4.4. Processes for monitoring the activities of the education agents,
 - 4.4.5. Means of dealing with agents suspected of being negligent, careless or incompetent or engaged in false, misleading or unethical advertising and recruitment practices,
 - 4.4.6. Termination conditions,
 - 4.4.7. The jurisdiction of the agreement,
 - 4.4.8. The term of the written agreement – normally two (2) years renewable subject to review.
- 4.5. JMC Academy will monitor each education agent's performance based on:
 - Student feedback,
 - Internal analysis of agent performance in terms of quality of service, and
 - In light of analysis of student performance.
- 4.6. JMC Academy will maintain a register of its appointed agents and will publish an up-to-date list of agents on the Provider Registration and International Students Management System (PRISMS) and on JMC Academy's website.
- 4.7. Any agreements with education agents will be governed by and construed in accordance with the law in force in the state of NSW, Australia.
- 4.8. Any complaint made by a student in accordance with the JMC Academy's *Students Complaints and Appeals Policy and Procedure* and any matter that relates to a suspected serious breach regarding the behaviour and practices of an education agent will be investigated thoroughly.

5. PROCEDURE

5.1. Selecting and Engaging Agent

- 5.1.1. Interested individuals/organisations may be invited by JMC Academy or may submit an expression of interest for becoming an education agent for JMC Academy.
- 5.1.2. JMC Academy engages agents after thorough investigation and completion of a referee check.
- 5.1.3. An agent's suitability for engagement is primarily determined by:
 - 5.1.3.1. Business registration – an Australian Registered Business or other Business with demonstrated experience in complying with relevant laws and regulations of Australia,
 - 5.1.3.2. Business services – demonstrated capacity to deliver counselling and support services to clients,
 - 5.1.3.3. Market knowledge and capacity – demonstrated previous experience in recruiting international students, particularly for Australia,
 - 5.1.3.4. Appropriately trained and qualified staff – education agent staff demonstrate the capacity to provide high quality services and information to prospective international students.
- 5.1.4. The International Services Office provides the prospective agent with an application in the form of a questionnaire.
- 5.1.5. The International Services Office checks the returned document for accuracy, correctness and adequateness and investigates the veracity of the information by contacting the agent's 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.
- 5.1.6. The Director of International Services will determine whether or not JMC Academy enters into an agreement with each applicant. An application can only be approved by the Director of International Services after reviewing the submitted questionnaire and after contacting referees as a minimum.
- 5.1.7. The Director of International Services will automatically refuse the application where investigation of the application shows that the potential agent has:
 - 5.1.7.1. Been engaged in dishonest practices including non-compliance with the legislative obligations, this includes behaviour which relates to the National Code Standard 7 - Transfer between registered providers,
 - 5.1.7.2. Facilitated the enrolment of a student who, the education agent believes, will not comply with the conditions of their student visa,
 - 5.1.7.3. Used the Provider Registration and International Student Management System (PRISMS) to create an electronic Confirmation of Enrolment (e-CoE) for other than a bona fide student,
 - 5.1.7.4. Provided immigration advice where not authorised under the Migration Act 1958 to do so (i.e., not a registered migration agent).
- 5.1.8. Where JMC Academy chooses to not enter into an agreement with a prospective agent, they will be notified as such in writing within 14 days of receipt of the application. A reason for the decision will be stated on the notification.
- 5.1.9. All agent application questionnaires and supporting evidence are to be kept on file by the International Services Office.

5.2. Monitoring the Performance of Education Agents

- 5.2.1. Monitoring the performance of education agents includes but is not limited to the following means:
- 5.2.1.1. Ongoing and consistent contact with agents via telephone, email and/or video,
 - 5.2.1.2. Regular training of agency staff regarding regulatory requirements including Education Services for Overseas Students Act 2000 (ESOS Act) and the National Code 2018 requirements, and product knowledge updates,
 - 5.2.1.3. Regular scrutiny of agent websites for accuracy and currency of information relating to JMC Academy,
 - 5.2.1.4. Regular provision and re-stocking of the JMC Academy's promotional material,
 - 5.2.1.5. Conducting checks on the agent's performance and reputation, for example with other education providers, the agent's referees, the relevant Australian Embassy or Australian Education International (AEI),
 - 5.2.1.6. Student study outcomes (e.g., course completion rates, visa compliance),
 - 5.2.1.7. Department of Home Affairs data, in relation to visa grant/refusal rates.
- 5.2.2. The monitoring procedure is designed to ensure that JMC Academy is using reputable agents. The outcome of any monitoring will form part of the input to the annual review meeting.
- 5.2.3. All information related to monitoring agents will be recorded on the JMC Academy's data management system for prospective students.

5.3. Review of Agency Agreements

- 5.3.1. All agency agreements are subject to a bi-annual review.
- 5.3.2. The Director of International Services will review agency agreements prior to their anniversary date. The decision to renew will be based on the review outcome/results.
- 5.3.3. For the purposes of the review, agents will be divided into two (2) groups:
- 5.3.3.1. Those agents who have recruited NO students during the two years and consequently have NO enrolments, and
 - 5.3.3.2. Those agents who have recruited students during the two (2) years and consequently have enrolments.
- 5.3.4. Agents with no enrolments with JMC Academy may not, at JMC Academy's discretion, have their agreement renewed if it is due to expire, depending on whether or not there is evidence of attempts to recruit genuine students. If the agreement is ongoing with a future expiry date the agent will be contacted and a decision made by the Director of International Services as to future action.
- 5.3.5. The agents that are not renewed will be removed from the Provider Registration and International Students Management System (PRISMS) and the JMC Academy's website.
- 5.3.6. Agents with enrolments will be reviewed based on, but not limited to the following criteria:
- 5.3.6.1. Monitoring of the agent's performance evidence gathered throughout the agreement period,
 - 5.3.6.2. Number and quality of student enquiries received from the specific agent,
 - 5.3.6.3. Number of students enrolling from the specific agent,
 - 5.3.6.4. Number of students dissatisfied with the specific agents' services,
 - 5.3.6.5. Student study outcomes (e.g., course completion rates, visa compliance),
 - 5.3.6.6. Warning notices issued to the specified agent,
 - 5.3.6.7. Department of Home Affairs data, in relation to visa grant /refusal rates,
 - 5.3.6.8. Student feedback.

- Within two weeks of the commencement of a course at JMC Academy, new students who have come through the JMC Academy approved agent are asked to complete the Education Agent Feedback Survey delivered electronically via Survey Monkey or similar service. This survey provides direct feedback concerning students' opinions and experiences with their agents.
 - Using the feedback from the survey, JMC Academy will collate and analyse areas where agents could improve and provide an assessment of their services and performance on a routine basis.
- 5.3.7. The Director of International Services considering the review evidence will:
- 5.3.7.1. For agreements due to expire:
 - Renew or decide not to renew the agreement,
 - 5.3.7.2. For agreements that are ongoing:
 - Notify the agents of satisfactory performance, or
 - Implement some corrective or preventive actions, or
 - Terminate the agreement.
- 5.3.8. The agents that are not renewed will be removed from the Provider Registration and International Students Management System (PRISMS) and JMC Academy's website.
- 5.3.9. Agents who satisfy JMC Academy's requirements will be issued a new agent agreement for a period of two (2) years.

5.4. Corrective and Preventive Actions

- 5.4.1. 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 actions.
- 5.4.2. JMC Academy will take immediate corrective and preventative actions upon becoming aware of an education agent being negligent, careless, 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.
- 5.4.3. Corrective actions may include:
- 5.4.3.1. Providing additional information/material,
 - 5.4.3.2. Targeted training in, for example, the expectations of the provider,
 - 5.4.3.3. Requiring the agent to undertake counselling by JMC Academy about the agent's responsibilities, code of conduct under the agreement and requirements under the National Code,
 - 5.4.3.4. A warning letter,
 - 5.4.3.5. Termination of the agreement with the education agent.
- 5.4.4. Preventative actions could include training sessions for agents and ensuring they have all the material they need to represent the provider accurately and professionally.
- 5.4.5. Corrective and preventative actions will be appropriate to rectify the breach of requirements by the agent.
- 5.4.6. Agents refusing to undertake the required corrective and preventative actions will have their agreement cancelled.
- 5.4.7. The Director of International Services provides annual reports to the Senior Management Committee on the recruitment of students through agents including any issues that have arisen. The 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.

5.5. Terminating of the Agreement

- 5.5.1. Either JMC Academy or the education agent may terminate an agency agreement at any time by giving the other party 30 days prior written notice.
- 5.5.2. If the agent breaches any provision of the agreement, JMC Academy may terminate the agreement at any time and with immediate effect by giving written notice to the agent.
- 5.5.3. On termination of the agreement, the agent must:
- 5.5.3.1. Submit all applications and fees from prospective students received up to the termination date, and
 - 5.5.3.2. Immediately cease using any advertising, promotional or other material supplied by JMC Academy and destroy or return all material to JMC Academy by registered mail or a reputable international courier.
- 5.5.4. The termination of the agreement by either party will not affect any accrued rights or remedies of either party.
- 5.5.5. The agents that are terminated will be removed from the Provider Registration and International Students Management System (PRISMS) and the JMC Academy's website.
- 5.5.6. 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 the JMC Academy's regulatory requirements or/and the requirements of the National Code, including the obligations under National Code Standard 7 Transfer between registered providers, whereby JMC Academy 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.
- 5.5.7. JMC Academy supports an agent's right to appeal for non-renewal of agent agreements. Agents must address their appeal in writing with any supporting documentation.
- 5.5.7.1. The Chief Executive Officer of JMC Academy 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.

5.6. Cost of Advertisement and Promotional Activities

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

5.7. Assignment and Subcontracting to Third Parties

- 5.7.1. In entering agreements with education agents, JMC Academy specifies that the agent must:
- 5.7.1.1. Not assign the agreement or any right to a third party under the agreement without the prior written consent of JMC Academy,
 - 5.7.1.2. Not subcontract to any third party the performance of any of its obligations under the agreement without the prior written consent of JMC Academy,
 - 5.7.1.3. Despite any subcontract, remain solely liable for performing their obligations under the agreement,
 - 5.7.1.4. Terminate any agreement with a subcontractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the JMC Academy's regulatory

requirements or/and the requirements of the National Code Standard 7 - Transfer between registered providers.

5.8. Data Storage

5.8.1. JMC Academy operates data management systems, that relate specifically to prospective students and to enrolled students.

5.8.2. These data management systems enable or facilitate access to or provision of the following general or specific agent related information:

- List of the JMC Academy's agents,
- List of current students with identified agent in both the prospective and the enrolled student databases,
- In the enrolled student database for each identified agent the names of those students who have:
 - Been requested to attend a meeting about course progress, and
 - Had letters sent notifying them of the JMC Academy's intention to report, and
 - Been reported to Department of Home Affairs by JMC Academy for breach of visa conditions,
- Agent agreements,
- Policy and procedure for engaging, managing and monitoring the performance of agents,
- Criteria on which JMC Academy bases their selection of agents,
- Prospective agent questionnaire,
- Survey given to students evaluating their satisfaction with their agents,
- Analysis of any survey results,
- Reports from the Director of International Services about interactions with agents,
- List of agents that have been terminated or have had any form of corrective action taken by JMC Academy,
- Material provided to agents explaining the role expected by JMC Academy,
- List of training programs provided by JMC Academy to agents or names of training programs that JMC Academy 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,
- JMC Academy staff responsible for management of agents.

5.9. Notices

5.9.1. Any agreement with education agents will include the following clauses relating to issuing of notices:

5.9.1.1. A notice under the agreement must be in writing and sent by prepaid airmail, or electronic mail to the party at the address given in the agreement.

5.9.1.2. A party changing its address or electronic mail address must give notice of that change to the other party.

6. RELATED DOCUMENTS

6.1. JMC Academy Glossary

6.2. Marketing to International Students Policy

6.3. Students Complaints and Appeals Policy and Procedure

7. RELEVANT LEGISLATION

- 7.1. Higher Education Support Act 2003 (Cth)
- 7.2. Higher Education Standards Framework (Threshold Standards) 2021
- 7.3. Education Services for Overseas Students (ESOS) Act 2000 (Cth)
- 7.4. National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018
- 7.5. Australian International Education and Training Agent Code of Ethics
- 7.6. Migration Act 1958 (Cth)

8. POSITIONS RESPONSIBLE

- 8.1. Director of International Services
- 8.2. International Admissions Officer
- 8.3. International Admissions and Student Support Manager
- 8.4. International Communications Manager
- 8.5. International Programs and Agency Support Manager

10. APPROVAL INFORMATION

Approval Authority	Governing Council
Health Check approval authority	JMC Academy CEO
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Version	Approved by	Approval date	Effective date	Modifications	Status
1.0	JMC Academy CEO	28/10/2021	15/11/2021	Reformatted, positions updated. Merged policy and procedure. Name changed. Documents merged: <ul style="list-style-type: none"> • Management of Student Recruitment Agents Policy and • Management of Student Recruitment Agents Procedure. 	Superseded
1.1	JMC Academy CEO	08/11/2024	08/11/2024	Minor editorial updates. Both Position/s and Related Documents sections updated.	Current

Version control tables from previous Policies and Procedures reside in the original documents.