EDUCATION AGENT MANAGING KIT

Table of Contents

About Edinburgh International College Managing Education Agent Kit……3

Legislation on Education Agent ……4

Education Agent Engagement Process (Flow chart) ……6

Edinburgh International College Engaging and Monitoring Education Agents policy……7

Appendix 1- Edinburgh International College's Education Agent Induction checklist……16

ABOUT MANAGING EDUCATION AGENT KIT

Edinburgh International College Pty Ltd t/a Edinburgh International College (herein referred to as "EIC"), will use only Education Agents who have been vetted through a thorough reference check to recruit overseas students. Edinburgh International College will regularly monitor the activities of these Education Agents to ensure they maintain the reputation and integrity of Australian education.

This Managing Education Agent Kit has been drafted to ensure that Edinburgh International College's marketing staff and Education Agents adhere to all necessary marketing and advertising procedures and also comply with the standards outlined in Standards 1, 2 & 4 of the National Code 2018 and National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026.

The Kit will assist Edinburgh International College's marketing staff in tracking the processes and practices of Education Agents involved in recruiting overseas students, ensuring that these Education Agents do not engage in any unethical practices.

Definitions

The following definitions apply in this Agreement:

The ***National Code 2018 Standard 4 Education Agents*** refers to the section of the legislative instrument "Education Services for Overseas Students Act 2000 - The National Code 2018" under sub-section 33(1). The National Code is a legislative instrument made under the Education Services for Overseas Students Act 2000 and sets nationally consistent standards to support providers to deliver quality education and training to overseas students.

An **Education Agent** is an entity (whether within or outside Australia) that:

(a) engages in any one or more of the following activities in relation to a provider:
  (i) the recruitment of overseas students or intending overseas students.
  (ii) providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment.
  (iii) otherwise dealing with overseas students, or intending overseas students; and
(b) is not a permanent full-time or part-time officer or employee of the provider.

Education Agent Commission means any consideration or benefit, whether monetary or non-monetary, that:
(a) is or will be given, by, or on behalf of, a provider to an education agent, or an associate of the education agent, and
(b) is in connection with:
  (i) the recruitment of an overseas student or an intending overseas student or
  (ii) any other activity in relation to an overseas student or an intending overseas student mentioned in paragraph (a) of the definition of education agent in section 6BA.

Note: Examples of such consideration or benefits include fees, charges, commissions, bonuses, performance payments, gifts, discounted or free services, rewards and incentives.

LEGISLATION ON EDUCATION AGENTS

National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018)

Standard 4
Education Agents

4.1 The registered provider must enter into a written agreement with each Education Agent it engages to formally represent it and enter and maintain the Education Agent's details in PRISMS.

4.2 The written agreement must outline:

4.2.1 The responsibilities of the registered provider, including that the registered provider is always responsible for compliance with the Education Services for Overseas Students (ESOS) Act 2000 and National Code 2018.

4.2.2 The registered provider's requirements of the Education Agent in representing the registered provider as outlined in Standard 4.3.

4.2.3 The registered provider's processes for monitoring the activities of the Education Agent in representing the provider and ensuring the Education Agent is giving students accurate and up-to-date information on the registered provider's services.

4.2.4 The corrective action that may be taken by the registered provider if the Education Agent does not comply with its obligations under the written agreement, including providing for corrective action outlined in Standard 4.4.

4.2.5 The registered provider's grounds for termination of the registered provider's written agreement with the Education Agent, including providing for termination in the circumstances outlined in Standard 4.5.

4.2.6 The circumstances under which information about the Education Agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.

4.3 A registered provider must require its Education Agent to:

4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an Education Agent of the registered provider

4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students

4.3.3 act honestly and in good faith, and in the best interests of the student

4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Education Agent Code of Ethics.

4.4 Where the registered provider becomes aware that, or has reason to believe, the Education Agent or an employee or subcontractor of that Education Agent has not complied with the Education Agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.

4.5 Where the registered provider becomes aware, or has reason to believe, that the Education Agent or an employee or subcontractor of the Education Agent is engaging in false or misleading recruitment practices, the registered provider must immediately terminate its relationship with the Education Agent or require the Education Agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

4.6 The registered provider must not accept students from an Education Agent if it knows or reasonably suspects the Education Agent to be:

4.6.1 providing migration advice, unless that Education Agent is authorised to do so under the Migration Act

4.6.2 engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)

4.6.3 facilitating the enrolment of a student who the Education Agent believes will not comply with the conditions of his or her visa
4.6.4 using PRISMS to create CoEs for other than bona fide students.

National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026

4.7 Unless Standard 4.8 applies, the registered provider must not give an education Education Agent commission to an education Education Agent, where the education Education Agent commission is in relation to the recruitment of an overseas student who has commenced studying in a course with another registered provider.

4.8 The registered provider is permitted to give an education Education Agent commission to an education Education Agent where the education Education Agent commission is in relation to the recruitment of an overseas student:

4.8.1 who becomes an accepted student of the provider on or before 31 March 2026; or
4.8.2 for the courses delivered by the provider, as specified in the CoEs, for which the student's student visa was granted; or
for a course that commences after the student's completion of their principal course of study with another registered provider.

4.9 National Code (Amendments 2026) – Onshore Transfer Commission Prohibition: From 1 January 2026, amendments to the Education Services for Overseas Students (ESOS) Act 2000 legislative framework and the National Code prohibit registered providers from paying, and education Education Agents from receiving, any commission, benefit, incentive, or consideration (whether monetary or non-monetary) in connection with onshore student transfers, including transfers between providers or courses while a student is already in Australia.

National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025

Division 3 – Accountability

17. Third-party arrangements

(1) An NVR registered training organisation must ensure that where services are delivered by a third party on the organisation's behalf, the provision of the services is governed by a written agreement that:
a) is entered into by the organisation and third party as soon as reasonably practicable prior to the third party delivering any of the services set out in the agreement;
b) requires the third party to cooperate with the National VET Regulator where the Regulator conducts any audit of the NVR registered training organisation's operations;
c) requires the third party to provide accurate responses to requests for information from the Regulator relevant to the third party's delivery of the services;
d) prohibits the third party from:
i. using the NRT logo;
ii. using the organisation's branding;
iii. issuing any AQF certification documentation; and
e) contains the following particulars:
i. the business or trading names of the parties to the agreement;
ii. the dates on which the agreement will commence and end;
iii. all the parties' obligations concerning the delivery of the services; and
iv. an entitlement for the organisation to regularly monitor the quality of the services being delivered by the third party.

(2) An NVR registered training organisation must notify the National VET Regulator of any written agreement made pursuant to subsection (1) within:
a) 30 calendar days of the agreement being entered into or prior to the obligations under the agreement

taking effect, whichever occurs first; and
b) 30 calendar days of the agreement ending.

Education Agent Engagement Process*



*Detailed process of engagement with Education Agent has been provided in the policy and procedures. Refer to section 3 of the Engaging and Monitoring Education Agents policy specified below in this Education Agent Managing Kit.

Engaging and Monitoring Education Agents policy

1. Purpose

Edinburgh International College has implemented an "Engaging and Monitoring Education Agents" policy to ensure that Education Agents act ethically, honestly, and in the best interests of overseas students while upholding the reputation of Australia's international education sector.

The purpose of this policy is to manage and monitor the activities of Education Agents to ensure they maintain the reputation and integrity of Australian education and possess appropriate knowledge and understanding of the international education system in Australia.

2. Policy

- Edinburgh International College will only engage with those Education Agents who will provide true information and provide correct and current supporting documents.
- Edinburgh International College will formalise its relationship with each Education Agent through a written agreement as soon as reasonably practicable, and prior to the Education Agent commencing any recruitment of prospective students on behalf of Edinburgh International College, as outlined in the agreement.
- Edinburgh International College will ensure that all Education Agents are aware of the following:

  - Their obligation is to cooperate with the National VET Regulator (NVR) if the Regulator conducts any audit of Edinburgh International College's operations.
  - Their responsibility to provide accurate and timely responses to requests for information from the Regulator relevant to their services.

  These obligations will be clearly outlined in the written agreement with each Education Agent and reinforced during the Education Agent's induction and ongoing training.

- Edinburgh International College will maintain the Education Agent's details on PRISMS, ASQA net, and Edinburgh International College' website.
- Edinburgh International College will not enter into an agreement with any Education Agent or potential Education Agent if it knows or reasonably suspects the Education Agent of following unethical practices while recruiting students.
- Education Agentsengaged by Edinburgh International College are required to be familiar with the Education Agent's Code of Conduct. They must understand that providing incorrect or incomplete information, or withholding information, may result in the termination of their agreement with Edinburgh International College.
- In accordance with the National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026, and unless Standard 4.8 applies, EIC will not pay an education agent commission where the commission relates to the recruitment of an overseas student who has commenced studying in a course with another registered provider. However, EIC may pay an education agent commission where the commission relates to the recruitment of an overseas student who:
  - becomes an accepted student of the provider on or before 31 March 2026; or
  - is enrolled in courses delivered by the provider, as specified in the CoEs, for which the student's visa was granted; or
  - commences a course after completing their principal course of study with the other registered provider.

- EIC strictly prohibits any payment, commission, incentive, fee, benefit, or consideration (whether monetary or non-monetary) to Education Agents in connection with onshore student transfers, in accordance with the National Code amendments effective from 2026.
- **Conflict of Interest Management:** Education Agents must operate in a transparent, ethical, and student-centred manner.
  A conflict of interest occurs when personal, financial, or commercial interests interfere, or may reasonably be perceived to interfere, with the Education Agent's duty to act in the best interests of students and EIC.

  Education Agents must:
  - disclose any actual, potential, or perceived conflicts of interest in writing
  - avoid situations where personal or financial gain may influence student advice
  - not prioritise commissions, incentives, or third-party benefits over student suitability and welfare
  - don't promote courses or providers if it could create a conflict of interest.
  - not provide migration advice unless legally authorised
  - comply with the EIC's Risk Management Policy and governance framework.

  All conflicts must be recorded and managed in accordance with the EIC's Risk Register and Conflicts of Interest Register.
- Edinburgh International College will notify the National VET regulator (ASQA) of any Written Agreements made with the Education Agent within:
  - 30 calendar days of the agreement being entered into, and
  - 30 calendar days of the agreement ending

  In addition to this, Edinburgh International College will maintain the Education Agent's details in PRISMS and will update the Education Agent's list on Edinburgh International College's website accordingly whenever changes occur within 30 calendar days.
- Edinburgh International College will always be responsible for complying with the ESOS Act 2000, the National Code 2018, and the 2025 Standards for RTOs comprising of National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 and the National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026.
- Edinburgh International College will outline the circumstances under which information about the Education Agent may be disclosed to the Commonwealth or state or territory agencies in the Education Agent Agreement.

3. Procedures

3.1. Education Agent Application Form

- Any Education Agent wishing to enter into an agreement to promote Edinburgh International College will be required to complete an 'Education Agent Application Form', which is available upon request or can be accessed from EIC's website at www.eic.edu.au.
- Edinburgh International College will ensure that the Education Agent's application form is read and understood by Education Agents before it is duly signed. Education Agents engaged by Edinburgh International College must be aware of the Education Agent's Code of Conduct and understand that providing incorrect or incomplete information, or withholding information, may result in the rejection of their application.
- Appropriate levels of confidentiality and transparency shall be maintained when dealing with overseas students or prospective students, and Education Agents must act with honesty, good faith, and in the best interests of students.
- The completion of the Education Agent Application form does not provide permission or a guarantee that the Education Agent is able to act on behalf of Edinburgh International College. The application will be reviewed and if successful, shall be required to sign a copy of 'Education Agent Agreement'.
- The application form will be considered by the Marketing Officer or representative from the marketing team and notification of the outcome of application will be provided in writing.

3.2. Education Agent Reference Check

Reference checks will be conducted using an "Education Agent Reference Check Form" to assess the performance of Education Agents Edinburgh International College wishes to engage with. This process ensures that claims made by Education Agents are genuine and accurate. It allows Edinburgh International College to partner with Education Agents who are honest, truthful, and adhere to standards, such as not providing false information to overseas students or engaging in dishonest recruitment practices, as outlined in Standard 7 (Overseas student transfers).

The marketing officer or representative will complete the reference check using the Education Agent Reference Check Form. A minimum of two references shall be requested, with at least one reference check being mandatory.

Edinburgh International College will review the responses from referees to see if the Education Agents meet expectations. This evaluation will guide whether Edinburgh International College proceeds to formally engage with the Education Agent.

- ***Exceeds Expectations**: The Education Agent performs exceptionally well in all areas assessed. They have worked with the institution for a substantial time, submitted high-quality applications, support students very well during and after they enroll, give accurate information, and are highly recommended by the institution.

- ***Meets Expectations:** The Education Agent meets the institute's standard requirements. They perform well in most areas, ensuring that applications are of good quality, cooperation is effective, and student support is adequate.

**Education Agents who exceed or meet Edinburgh International College's expectations will be approved and will receive a formal agreement.*

- ***Does Not Meet Expectations**: The Education Agent fails to meet the institute's expectations in one or more key areas, such as submitting low-quality applications, lacking cooperation or support for students, providing inaccurate information, or demonstrating questionable intentions in student referrals. If an Education Agent does not meet expectations and their performance falls below the expected standard, their application may be rejected, and they will not proceed to a formal agreement.

- Any concerning factors will be discussed with the Education Agents, and a negative outcome may result in the rejection of the application.

3.3. Education Agent Agreements

The Education Agent Agreement is a formal written contract between Edinburgh International College and its Education Agents, ensuring that both parties comply with their obligations and responsibilities in a fair and transparent manner. The written agreement primarily aligns with the requirements set out in the National Code 2018 under the ESOS Act 2000 and National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026, which governs education and training providers for overseas students and their Education Agents. It also ensures compliance with the responsibilities of Education Agents as outlined in Division 3 – Accountability – Third Party Arrangements of the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025.

Upon approval, each Education Agent must sign and return the Written Agreement before commencing recruitment services and promotional activities on behalf of Edinburgh International College. Education Agents who are approved and have a signed Agreement will receive an Education Agent's fee as specified in their individual Agreement.

The agreement specifies that promotion of Edinburgh International College is authorised only for the named Education Agent, and any subcontractors or employees must be authorised separately by Edinburgh International College.

The original signed Education Agent agreement shall be kept in the Education Agent's file, and a copy shall be provided to the Education Agent. The signed agreement must be retained in the Education Agent file for at least 2 years after the Education Agent ceases to be an accepted agent, in accordance with the record-keeping requirements of the ESOS Act 2000 and National Code 2018, Standard 4.

Edinburgh International College requires its Education Agents to:

- Declare in writing and take reasonable steps to avoid conflicts of interest with its duties as an Education Agent of the Edinburgh International College. This will ensure that Education Agents prioritise the interests of the students and the provider without being influenced by personal or conflicting interests.
- Maintain appropriate levels of confidentiality and transparency in their dealings with overseas students and/or intending overseas students.
- Act honestly, in good faith and in the best interests of the student.
- Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Education Agent Code of Ethics.
- These requirements uphold ethical standards, safeguard student interests, and preserve the integrity of Education Agents in facilitating international educational opportunities.

3.4. Education Agent Marketing Materials

Once an Education Agent has been approved and formally registered with Edinburgh International College (EIC), the Education Agent will be provided with access to both digital and hard copy marketing materials, identifying all the services provided by EIC to students including course information, student support services, Institute's Policies and procedures. EIC will be responsible for responsible for ensuring all marketing and recruitment activities are accurate and compliant with regulatory requirements.

A meeting will then be conducted, either face-to-face or via phone, to discuss course information, entry requirements, compliance obligations, and key processes.

Any updates or changes to marketing materials will be communicated to Education Agents in accordance with the Edinburgh International College Marketing Policy and Procedures (as outlined in the Marketing Kit). Where required, additional training needs will be identified during these discussions, and relevant information or training opportunities will be provided to the Education Agent.

3.5. Education Agent Induction Checklist

As part of the induction process, an Education Agent Induction Checklist (Appendix 1) will be authorised to ensure that all Education Agents who have signed the Education Agent agreement receive comprehensive training and are informed about Edinburgh International College's policies and procedures. The checklist includes the following key components:

- Marketing Materials: Ensuring the Education Agent uses only accurate and current marketing materials.
- Course Information: Detailed briefing on course content, entry requirements, mode of study, duration and breaks, prerequisites, and English language proficiency.

- Educational and Support Services: Overview of the services available to students.

- Education Agent Code of Conduct: Review of the ethical standards and professional conduct expected of Education Agents. Education Agents will be informed and made aware of their requirements to have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Education Agent Code of Ethics and comply with it at all times.
- Communication Protocols: Guidelines for effective communication with prospective students and Edinburgh International College staff.
- Training and Support: Information on available training opportunities and ongoing support resources.

Education Agents will be clearly advised that they are strictly prohibited from using the Nationally Recognised Training (NRT) logo, Edinburgh International College's official branding, or issuing any AQF certification documents under any circumstances. These functions are the sole responsibility of Edinburgh International College as the Registered Training Organisation (RTO) and will not be performed by any third party or representative.

The checklist will ensure that Education Agents are equipped with the necessary information and materials to effectively represent Edinburgh International College and provide accurate information to prospective students.

3.6. Education Agent Performance Review Assessment and Renewal

- Edinburgh International College will conduct Performance review of the Education Agent using the "Education Agent Performance Review Assessment" form. This assessment review will be conducted annually to ensure that Edinburgh International College's partner Education Agents act ethically, honestly, and in best interest of students' while providing accurate and sufficient information in accordance with the 2025 Standards for RTOs, the National Code 2018 and other Australian laws. This assessment aims to ensure that all Education Agents uphold Edinburgh International College's reputation in the international education sector.
- The Marketing Officer or representative will assess the Education Agent's performance using the "Education Agent Performance Review Assessment" form.
- If an Education Agent fails to meet the duties and responsibilities outlined in the Education Agent Agreement, the Marketing Officer or representative will review the criteria where expectations were not met, discuss the Education Agent's performance, and determine appropriate actions. Training initiatives will be identified to address performance gaps, and specific criteria will be discussed to help Education Agents meet expectations.
- For example, if an Education Agent does not meet expectations in customer service, Edinburgh International College will notify the Education Agent, schedule a meeting to provide training, and clarify the institute's expectations.
- Renewal of the Education Agent agreement will be based on the performance review. If the Education Agent continues to fail in meeting their duties or responsibilities, even after receiving training, Edinburgh International College will not grant a renewal, and the Education Agent agreement will be terminated.

Performance review outlines performance criteria which include, but is not limited to:

i. **Compliance with Education Services for Overseas Students Act 2000 (ESOS Act), the National Code 2018 Standard 4-Education Agents and National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026:** If Education Agent has been handling its duties and responsibilities as per the Standard 4 of the National Code 2018 and as per their written agreement.
ii. Maintains appropriate level of confidentiality and transparency in dealings with overseas students or intending

overseas students.

iii. Act honestly and in good faith, and in the best interests of the student.

iv. **Application Processing**: Time taken by Education Agents to authorise documents from students in support of the application.

v. **Response to enquiries**: If Education Agents are responding to enquiries made by students regarding their course and/or Edinburgh International College. These enquiries also include the enquiries made by Edinburgh International College's staff about students enrolled with Edinburgh International College through the Education Agent.

vi. **Student satisfaction**: Students are required to fill out a survey form through which student's satisfaction level is decided. Any negative response in the feedback survey will initiate monitoring and corrective action process as described in this policy and in the written agreement.

vii. **Use of marketing material:** Education Agent must use current marketing materials to promote courses at Edinburgh International College for accurate and up-to-date information.

viii. **Outcome of promotional activities:** Attending promotional activities conducted by Edinburgh International College.

ix. **Participation in any events/Course Information session/Workshops/Seminars**: Attending and completing the training conducted by Edinburgh International College, e.g., course information sessions, workshops, seminars, etc.

Education Agent's performance will be marked as meeting expectations, not meeting expectations and exceeds in meeting expectations based on above performance criteria.

- ***Exceeds Expectations**; An Education Agent who performs all duties and responsibilities as outlined in the written agreement, and who demonstrates exceptional performance beyond the standard requirements, will be considered exceeding expectations.

- ***Met Expectations**: An Education Agent who fulfills all duties and responsibilities as specified in the written agreement, even if they fail to attend workshops or have infrequent communication, will be considered as meeting expectations. This will indicate that the Education Agent meets expectations.

**Education Agents who exceed or meet Edinburgh International College's expectations will continue with their engagement under the current terms and will be eligible for renewal of the agreement.*

- **Did not meet expectations**: An Education Agent who fails to perform their duties and responsibilities, or who receives negative feedback from students, will be considered as not meeting expectations. In such cases, Edinburgh International College will take corrective action as outlined in the written agreement, such as providing additional training. If the Education Agent does not engage in corrective actions, their agreement may be terminated, and renewal may be denied.

During the Education Agent performance review assessment process, if an Education Agent does not participate in corrective action, the institute will send warning letters to the Education Agent. If the Education Agent fails to respond to these letters or notifications, it will result in the termination of the written agreement.

3.7. Education Agents Monitoring Register

The Education Agent Monitoring register will be used to keep a record of Education Agent's performance and monitor Education Agents' activities in line with this policy. Edinburgh International College will ensure that the Education Agent monitoring register has details about all the Education Agents who have recruited overseas students on behalf of Edinburgh International College. This will help in monitoring the performance of the Education Agent from the recruitment stage until the last stage.

Details of corrective action taken if the Education Agent has not complied with the Education Agent's responsibilities as mentioned in standard 4 of the National code 2018 will be recorded in the Education Agent register.

The Education Agent monitoring register will record the following details:

- Education Agent Details: Name, Family Name, Business Name, Trading Name
- Adherence to Recruitment and Engagement Procedures: Ensuring the Education Agent Application Form is signed, conducting Reference Checks, and confirming completion of the Education Agent Agreement.
- PRISMS, ASQA net and Website Compliance: Ensuring Education Agent details are added to PRISMS, ASQA net and website within 30 calendar days of recruitment/ termination or if Education Agent ceased to operate.
- Supply of Marketing Materials: Ensuring Education Agents receive essential items like the student handbook.
- Activity Monitoring: Recording the review of Education Agent performance and tracking completion of required training.
- Corrective Actions: Documenting responses to breaches of the Education Agent Agreement or National Code 2018/ESOS Act 2000.
- *Maintenance of Education Agent Files: Ensuring the accuracy and completeness of Education Agent files.

*Education Agent File will include:

- Completed Education Agent application form
- Completed Education Agent reference check form
- Signed Education Agent written agreement
- Education Agent company's profile
- Company Business Registration Certificate
- Certifications such as Qualified Education Agent Counsellor (QEAC), Migration Education Agents Registration Authority (MARA), ISANA Memberships.
- Education Agent Performance Review Assessment.

The Edinburgh International College's Marketing Officer or a representative from the marketing staff will maintain this Register for each Education Agent throughout their recruitment, monitoring, performance review, and renewal processes. The Marketing Officer will also use this tool to verify whether Education Agents' details have been entered into PRISMS, ASQA net and Edinburgh International College's website.
Note: Edinburgh International College will regularly undertake training for Education Agents.'

4. Monitoring Education Agents

As an Education Agent representing Edinburgh International College, the Education Agent's activities in relation to promoting Edinburgh International College will be monitored throughout the year to ensure that the Education Agent is acting in the best interests of Edinburgh International College, the student, and the Australian education system. These monitoring activities will be conducted regularly, and it will require the Education Agent's participation and contribution. These activities include, but are not limited to:

- Documented face-to-face meetings and/or teleconferences with Education Agents.
- Document instances on the Education Agent's file where students claim to have been misinformed about their studies at Edinburgh International College. All such instances will be reviewed by the Education Agent. Repeated instances of misinformation on the same issues may lead to a warning and/or termination of the Education Agent's written agreement.

- Surveying current and prospective students about the information provided to them by the Education Agent and the level of assistance given to the student to assist them in travelling to Australia.
- Spot checks to be undertaken by representatives of Edinburgh International College both at the Education Agent's premises and at promotional events. This will be done to check if Education Agents have attended the events or if they are providing true and current information to students.
- **The above activities will form part of determining performance review of the Education Agents.**

Monitoring Education Agent's activity will help Edinburgh International College to ensure that:

- Current marketing materials are being used
- Accurate and up-to-date information is given to the students
- Education Agents are acting in good faith and in the best interests of the student.
- Education Agents understands the Australian International Education and Training Education Agent Code of Ethics
- Education Agents maintain an appropriate level of confidentiality and transparency in dealings with overseas students or intending overseas students.

- Feedback will be discussed verbally and documented in the Education Agent's file and where corrective or preventative action is required, the Education Agent will be informed in writing.
- Where corrective and/or preventative action is required, the Education Agent will be required to demonstrate that action has been implemented within 2 weeks of receiving the notice. If the Education Agent does not implement the action required, their agreement will be terminated.
- Edinburgh International College will monitor Education Agent's performance on annual basis and ensure Education Agent is using approved marketing material for promoting Edinburgh International College courses and providing accurate information to prospective students about the course requirements and expectations.
- The monitoring of the Education Agent's activity will be conducted throughout the year, including documented face-to-face meetings and/or teleconferences with Education Agents. Edinburgh International College will perform an internal review of the Education Agent's activities as outlined in the written agreement. The Marketing Officer or representative will review the Education Agent's performance annually using the "Education Agent Performance Review Assessment."
- The review will be undertaken by the Marketing Officer or a representative of the marketing staff.
- Further monitoring of Education Agents' activities and conduct with prospective students may be gained (if required) through feedback collected from students upon enrolment or during Induction.
- Where Edinburgh International College becomes aware or has a reason to believe that the Education Agent or any other related party has not complied with Edinburgh International College's student recruitment processes, CEO will determine the level of risk and either:
  - Determine that no further action is required except for monitoring future evaluations, or
  - Instruct Marketing Officer or representative from the marketing staff to discuss the alleged issue with the Education Agent, and if necessary, re-induct the Education Agent, or
  - Advise the Education Agent that their duties are suspended, pending a formal investigation, OR
  - Cancel the Education Agent's contract

- Edinburgh International College will not accept students from the Education Agent if it knows or reasonably suspects the Education Agent to be:

- Providing migration advice, unless the Education Agent is authorised to do so under the Migration Act.
- 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 Edinburgh International College under Standard 7 of National Code 2018.
- Facilitating the enrolment of the student who the Education Agent believes will not comply with his/her visa conditions.
- Using PRISMS to create CoEs for other than bona fide students.
- Edinburgh International College will report back to Education Agents during the period of the written agreement to provide feedback on the Education Agent's performance if it is not up to mark as per the responsibilities of the Education Agents.
- Any issues that are identified will be discussed in the Senior Management Meetings and if required, discussed with the Education Agent. This meeting/discussion will be documented and kept in the Education Agents file.
- Where corrective and/or preventative action is required, the Education Agent will be required to demonstrate that this action has been implemented within 2 weeks of receiving the notice.
- If the Education Agent does not implement the action required, their agreement will be terminated.

5. Corrective Action

If at any point during the term specified in the written Agreement, Edinburgh International College believes or reasonably suspects that the Education Agent is negligent, careless or incompetent or is engaged in false misleading or unethical advertising or recruitment practices, or has reason to believe, the Education Agent or an employee or subcontractor of that Education Agent has not complied with the Education Agent's responsibilities, the Agreement will be immediately terminated.

Alternatively, Edinburgh International College may decide at its discretion to engage in corrective action with the Education Agent.

These activities may include but are not limited to:

- Targeted training on expectations of the Education Agent.
- Providing additional information

6. Subcontracting

- The Education Agent must not assign the Agreement or any rights under the Agreement without the prior written consent of Edinburgh International College (which may be withheld at its discretion).
- The Education Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of Edinburgh International College (which may be withheld at its discretion).
- Despite any subcontract, the Education Agent remains liable for performing its obligations under the Agreement.
- The Education Agent must terminate any agreement with its staff and 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 registered providers under National Code 2018 Standard 7 (Overseas student transfers), whereby Edinburgh International College 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.

7. Termination

- Either party may terminate the Education Agent Agreement at any time by giving the other party 30 days prior written notice.
- If the Education Agent breaches any provision of the Agreement, Edinburgh International College may terminate the Agreement at any time and with immediate effect by giving written notice to the Education Agent.
- Where Edinburgh International College becomes aware that, or has reason to believe, the Education Agent or any employee or subcontractor of the Education Agent has not complied with the Education Agent's responsibilities stated in the agreement under standard 4.2 and 4.3 of National Code 2018, Edinburgh International College will take immediate corrective action or may terminate the Education Agent agreement with immediate effect.
- Where Edinburgh International College becomes aware that, or has reason to believe, the Education Agent or any employee or subcontractor of the Education Agent is engaging in false or misleading recruiting practices, Edinburgh International College will immediately terminate the agreement and relationship with the Education Agent or may ask the Education Agent to terminate its relationship with the employee or the subcontractor who engaged in those practices.
- On termination of this Agreement, the Education 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 Edinburgh International College and return all material to Edinburgh International College.
- Any breach of the onshore transfer commission prohibition will be treated as a serious compliance breach and may result in immediate termination of the Education Agent Agreement and notification to relevant regulatory authorities.

Related documents:

- Education Agent Application Form
- Education Agent Reference Check Form
- Education Agent Agreement
- Education Agent Performance Review Assessment
- Education Agent Monitoring register
- Appendix 1- Education Agent Induction Checklist

Appendix 1: Education Agent Induction Checklist

Education Agent's Details:				
Education Agent Name:				
Education Agent Address:				
Contact Number:		**Email:**		
Induction checklist:		**Yes**	**No**	**Comments (if any)**
Marketing Materials				

The Education Agent has been informed that all marketing materials used by them and provided to students must be current and up to date.			
The Education Agent has been made aware that any marketing and promotion of Edinburgh International College's courses and education services performed by the Education Agent (in accordance with Standard 4, NC 18) must not be false or misleading and should be consistent with Australian Consumer Law.			
The Education Agent has been briefed on how updates to marketing materials will be communicated and the importance of using current marketing materials.			
Course Information			
The Education Agent has been provided with a detailed briefing on course content, including units, course duration, holiday breaks, and learning outcomes.			
The Education Agent is aware of the required English language proficiency levels and acceptable tests or qualifications.			
The Education Agent is aware of the specific entry requirements, including academic qualifications, computer literacy, Language Literacy, Numeracy, and digital literacy abilities (LLND), materials and equipment required, etc.			
The Education Agent understands the prerequisites or prior knowledge required for the course.			
The Education Agent has been explained of the modes of study for the courses being delivered at the Institute.			
The Education Agent is aware of the campus locations and facilities, indicative tuition and non-tuition fees, including advice on the potential for changes to fees over the duration of a course and Edinburgh International College's cancellation and refund policies through the marketing material supplied by the institute.			
The Education Agent is aware of the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled.			
Educational and Support Services			
The Education Agent has been given an overview of the educational support services available to students, including counselling, intervention strategy, accommodation advice, and support.			
The Education Agent has been informed about the counselling services and support available for student wellbeing.			
The Education Agent understands that information on student support services is available in the student handbook, and the student support policy is accessible on Edinburgh International College's website, info@eic.edu.au.			
The Education Agent has been briefed on the procedures for accessing emergency support services and provided information on the availability of the Student Safety and Security Kit, critical incident policy on Edinburgh International College's website, info@eic.edu.au.			
Education Agent Code of Conduct			

The Education Agent has been made aware on the ethical standards expected, including acting honestly and in good faith, and in the best interests of the student.			
The Education Agent has been made aware of the need to observe appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students.			
The Education Agent has been made aware of their requirements to undertake services in accordance with the ESOS Act, the National Code 2018, National Code of Practice for Providers of Education and Training to Overseas Students Amendment (Education Agent Commissions) Instrument 2026 and the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025.			
The Education Agent has been made aware of their obligations and responsibilities as outlined in the Education Agent agreement.			
The Education Agent is aware that they are required to participate in activities that allow Edinburgh International College to monitor, evaluate, and review the services provided by the Education Agent to ensure compliance with the written agreement.			
The Education Agent is aware that Edinburgh International College will assess Education Agents' performance annually to monitor their performance.			
The Education Agent has been informed that they need to act ethically, honestly, and in best interest of students' while providing accurate and sufficient information in accordance with the National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025, the National code 2018 and other Australian laws.			
The Education Agent has appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Education Agent Code of Ethics.			
The Education Agent understands that he must declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an Education Agent of the institute.			
Th Education Agents understand the grounds on which the Education Agent agreement may be terminated.			
The Education Agent understands that Edinburgh International College won't accept students from Education Agent if they are engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)			
Edinburgh International College will not accept students from Education Agents who are providing migration advice, unless that Education Agent is authorised to do so under the Migration Act.			
Edinburgh International College will not accept students from Education Agents who are facilitating the enrolment of a student whom they believe will not comply with the conditions of their visa.			

Education Agents are aware that they must not use PRISMS to create CoEs for other than bona fide students.			
Education Agents have been advised that they are strictly prohibited from using the Nationally Recognised Training (NRT) logo, Edinburgh International College's official branding, or issuing any AQF certification documents under any circumstances			
Onshore Transfer Commission Ban (*www.education.gov.au/esos-framework/changes-legislative-framework-overseas-students*)			
The Education Agent has been formally informed that, under the National Code (as amended for 2026) and the ESOS legislative framework, as a registered Provider, EIC is prohibited from paying, and the Education Agent is prohibited from requesting, receiving, accepting, or benefiting from any commission, fee, incentive, payment, reward, rebate, benefit (whether monetary or non-monetary), or any other form of consideration in connection with onshore student transfers.			
The Education Agent understands that this ban applies to: • students already in Australia; and • transfers between registered providers or between courses while the student is onshore.			
The Education Agent understands that this prohibition includes direct, indirect, and disguised payments, including service fees, referral fees, marketing fees, administration fees, consultancy fees, bonuses, incentives, and non-monetary benefits.			
The Education Agent understands that any breach of this prohibition constitutes a material breach of the Education Agent Agreement and may result in termination and regulatory reporting.			
Communication Protocols			
The Education Agent has been provided with guidelines for effective communication with prospective students, including tone and clarity.			
The Education Agent is aware of the expected response times for inquiries and follow-up communications.			
The Education Agent understands the importance of documenting communication with students and staff.			
The Education Agent has been informed about the process for escalating issues or concerns that cannot be resolved directly.			
The Education Agent has been informed of their obligation to cooperate with the National VET Regulator where the Regulator conducts any audit of Edinburgh International College's operation			
The Education Agent is aware that they must provide accurate and timely responses to requests for information from the Regulator relevant to the Education Agent's services.			
Training and Support			

The Education Agent has been informed about the available training initiative and workshops/seminars.			
The Education Agent understands the ongoing support resources available.			
The Education Agent has been briefed on opportunities for professional development and staying updated with industry trends.			
The Education Agent is aware of the process for providing and receiving feedback on performance and training.			
Privacy			
The Education Agent is aware of the circumstances under which information about the Education Agent may be disclosed to the Commonwealth or state or territory agencies. These circumstances are clearly outlined in the signed Education Agent agreement.			
Any Additional Comments:			
Marketing representative Signature:		**Date:**	