

# International Education Agent Management Procedure

## Section 1 - Purpose and Scope

### Purpose

(1) This Procedure gives effect to the University's International Education Agent Management Policy, in accordance with the [Education Services for Overseas Students Act 2000](#), the [National Code of Practice for Providers of Education and Training to Overseas Students 2018](#). It outlines the process for:

- a. assessing and approving applications from prospective Agents (Part A);
- b. ensuring that Agents have up-to-date accurate information (Part B);
- c. ensuring that Agents perform to the required standards and targets as set out by the University and the relevant Agent Agreement or Master Agent Agreement to enable strategic review of the University's Agent network (Part C);
- d. investigating and managing actual or potential compliance incidents (Part D); and
- e. exiting from a formal relationship with an Agent due to the expiry of an existing Agent Agreement (non-renewal) or due to a breach of contract or non-performance (termination) within the Agent Agreement term (Part E).

### Scope

(2) This Procedure applies to all University staff, the University's controlled entities, the University's educational partners, contractors, Master Agents and Agents who recruit international students on the University's behalf.

## Section 2 - Definitions

(3) For the purposes of this Procedure, the following definitions apply:

- a. Agent – means an International Education Agent, a commercial entity engaged by the University via an Agent Agreement to undertake approved international student recruitment activities on behalf of the University, where they are paid a commission and/or bonuses for a successful commencement and meeting Key Performance Indicators
- b. Agent Agreement – means an International Education Agent Agreement, the formal written contract between the University and the Agent outlining the terms and conditions under which the services of the agent are provided.
- c. Confirmation of Enrolment (CoE)- a document that confirms the enrolment status of a student.
- d. Senior Recruitment Manager – means either the Director, Recruitment, SC Global or the Senior Vice President, Partnerships, or nominated delegate.
- e. Recruitment Manager – A manager that is responsible for the activity of one or more recruitment officers, typically within a group of countries. A Recruitment Manager may also function as the Recruitment Officer for certain regions or agents. For SC Global, this corresponds to a Recruitment Manager that reports to the

Director, Global Marketing and Recruitment. For SCU Ventures, this corresponds to a Regional Director that reports to the Senior Vice President University Partnerships.

- f. Recruitment Officer – A staff member who manages the recruitment of international students in a specific country or area, either in SCG or SCUUV, and reports to a Recruitment Manager.
- g. PRISMS – means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment).
- h. Master Agent – an agent that manages other agents on behalf of SCU under a Master Agency Agreement. )
- i. Sub-Agent – an agent that is managed on behalf of SCU by a Master Agent. Sub-Agents have an agreement with the master agent, but not with SCU directly.
- j. SCU Ventures (SCUV)- is a wholly owned entity of Southern Cross University. SCU ventures operates the university's metropolitan campuses, including student recruitment and its related functions through the SCU Agent network.
- k. The Hotel School (THS) – is wholly owned by SCU Ventures. THS operates campuses under The Hotel School brand, including student recruitment and its related functions.
- l. Main Campus – means campuses operated directly by Southern Cross University in Lismore, Coffs Harbour, and the Gold Coast; including online.

## Section 3 - Main Campus Procedures

### Part A - Appointment

(4) All prospective agents must complete a Prospective SCU Agent Application, provide all supporting documentation, and understand the selection and vetting process.

(5) The University will not contract an agent if it detects, or reasonably suspects, that the agent has:

- a. engaged in, or previously been involved in dishonest, unprofessional, or unethical student recruitment practices that violate legislative standards;
- b. a conflict of interest in performing the duties of an Agent on behalf of the University;
- c. facilitated the enrolment of a student whom the agent knows will not comply with student visa conditions, and
- d. provided, or previously provided, unauthorised migration advice to prospective and/or current students.

(6) The University reserves the right not to re-contract any agent who was previously terminated by Southern Cross Global, SCU Ventures or The Hotel School for major breaches as described in Part D – Compliance Monitoring and Corrective Action.

(7) Each Agent approved by the University will agree and digitally sign an Agent Agreement which lays out the conditions, responsibilities, and obligations of the contracted Agent.

(8) The scope of these conditions, responsibilities and obligations extend to the agent's employees.

(9) Agents will be appointed through the [Education Agent Appointment Process](#), which outlines the activities and the responsible parties for each step.

### Part B - Training

(10) All appointed Agents will receive training over each calendar year from University staff.

(11) The training requirements are in place to inculcate ethical student recruitment practices amongst University Agents and to confirm adherence to all relevant legislative standards.

(12) Required training and review steps, specific activities and the responsible parties are set out in the [Education Agent Training Process](#).

## **Part C - Compliance and Performance Reviews**

(13) SC Global and SCUUV actively monitor and review the performance of all appointed Agents throughout the year to ensure professional behaviour and positive recruitment outcomes.

(14) Monitoring and review components will include:

- a. the Annual Agent Agreement KPIs:
  - i. number of student commencements;
  - ii. the conversion rate of student offers to actual enrolments;
  - iii. the Visa Grant rates; and
  - iv. retention rates post census and 6 months after commencement.
- b. application to offer rates, and their quality and completeness
- c. compliance incident records, including where the Agent has engaged in false or misleading practices, and any records of non-compliance with legislation, or the Agent Agreement terms;
- d. Analysis of PRISMS based data entries for each Agent made available under Subsections 175 (3) and (4) of Education Legislation Amendment (Provider Integrity and Other Measures) Act 2017, namely information on Incomplete CoEs.

(15) Agent reviews will be undertaken through the [Education Agent Compliance and Performance Review Process](#), which outlines the activities and the responsible parties for each step.

## **Part D - Compliance Monitoring and Corrective Action**

(16) The University certifies the quality of its agents by providing appropriate training and monitoring its agents' practices and performance.

(17) If the University identifies any alleged breach by its Agent, it will investigate such violations accordingly and determine the validity and seriousness of the alleged breach. This investigation process is set out in the [Education Agent Corrective Action Process](#).

(18) Notwithstanding the corrective actions that the University may take with its Agents, SCG and SCUUV will utilise all matters of concern arising from the training, monitoring and quality assurance processes to improve future agent training activities.

## **Part E - Non-renewal and Termination**

(19) The University may decide to end an Agent Agreement in the following situations:

- a. an Agent continually fails to meet their Key Performance Indicators despite warnings and adequate support from the recruitment staff;
- b. an Agent has breached the terms and conditions of the Agent Agreement;
- c. an Agent has been found to have behaved in a dishonest or unethical manner, for example, submitting fraudulent documentation;
- d. an Agent is considered to contribute to high immigration and reputational risks to the University;
- e. following the Annual Performance Review, an Agent's Agreement is deemed not renewable when it expires; or
- f. other performance issues as determined by the University.

(20) When non-renewal or termination of an Agent Agreement has been decided, the [Education Agent Non-Renewal and Termination Process](#) is implemented.

## Part F - Conflict of Interest

(21) Agents will be required to declare and attest that no actual, potential, or perceived conflict of interest exists at the following times:

- a. When seeking appointment or renewal as an Agent.
- b. When submitting an application to the university on behalf of a student

(22) Where a conflict of interest is identified, the Executive Director, Global will be notified and the conflict of interest will be recorded against the agent's record in the relevant agent management system.

- a. Where a conflict of interest is deemed to be untenable, any impacted student applications submitted by that agent will be withdrawn. Additionally, the agent may not be appointed (if prospective) or may be terminated (if current) depending on the nature of the conflict.

## Section 4 - Master Agent Agreement

### Part A - Master Agent Agreement

(23) Master Agent Agreements are developed by Southern Cross Global, in consultation with SCU Legal Office and approved in accordance with Schedule A, [Delegation Rule](#).

(24) SC Global undertakes the training and monitoring of the Master Agents in accordance with the requirements of the National Code of Practice for Providers of Education and Training to Overseas Students 2018. SC Global is responsible for monitoring Master Agent Agreements and assessing their compliance with the National Code and other relevant regulatory requirements.

### Part B - Master Agent Training

(25) The Manager, Education Collaborations will deliver onboarding training within 30 days of a Master Agent Agreement being executed by both parties.

(26) Onboarding training includes but is not limited to, the Master Agent's obligations under the [ESOS Act](#) for managing their Sub-Agents in the recruitment of international students, representation and promotion in market, and key contact points in the University.

(27) The training and information sharing is conveyed through:

- a. One-to-one meetings, where information is sensitive, such as agent investigation outcomes that impact the partner;
- b. Regularly scheduled meetings to provide business and process updates such as Genuine Student requirement settings, and admissions processes.

### Part C - Master Agent Compliance and Performance Reviews

(28) The Master Agent Compliance and Performance Reviews are completed annually, normally in May for the prior calendar year and include:

- a. Compliance Audit outcomes; and

b. Key Performance Indicators (KPIs) in the Agreement.

(29) The Manager Global Operations and Compliance compiles the data for the KPIs and submits this to the Executive Director, Global.

(30) The Executive Director, Global considers the data, together with other relevant review elements which may include:

- a. University's goals and objectives for the region/market;
- b. Support provided by the University to the Master Agent during the term of the agreement;
- c. Performance including any misrepresentation and/or breaching the terms of the Agreement;
- d. Data on visa grant rates;
- e. Information made publicly available, or otherwise provided, by the Commonwealth Department of Education, Skills and Employment;
- f. Satisfactory completion by the Master Agent of any University training sessions;
- g. Participation by the Master Agent at any agent workshop conducted by the University, where applicable;
- h. Student cohort academic performance analysis to identify academic progress rates; and
- i. Evidence of how the Master Agent has met their obligations to manage and monitor their Sub Agents. This includes, but is not limited to, entering into ESOS and National Code compliant written agreements with their sub-agents and evidence showing monitoring as required in each agreement.

(31) The Executive Director, Global notifies, by email, the Master Agent of the formal outcome of the annual review and advises whether there are issues to be addressed.

(32) The Master Agent has 30 days to reply to any issues raised.

## **Part D - Master Agent Compliance Monitoring and Management**

(33) The University monitors the Master Agents by:

- a. Visiting campus locations and performing physical checks and conducting interviews to confirm that branding is accurate, and assess the agents' knowledge of products and campuses;
- b. Spot checks of the Master Agent's website and social media feeds to observe how Southern Cross University courses, scholarships, entry requirements and locations are being promoted;
- c. Annual performance reviews.

(34) Breaches or suspected breaches of the Agreement or legislation detected through the monitoring process by any University staff member outside of the annual review, must be reported to the Executive Director, Global for investigation.

(35) If the breach appears valid the Executive Director, Global will notify the Master Agent in writing of the possible breach and seek further information or explanation.

(36) In determining whether a breach has occurred, the Executive Director, Global will consider:

- a. The substance of the complaint and its investigation
- b. The Master Agent response
- c. Master Agent known performance and history
- d. Any other relevant information

(37) Once the breach has been assessed and determined, the Master Agent will be advised by the Executive Director,

Global of the outcome, including any corrective actions required. These actions can include:

- a. Rectification of the issue within a given timeframe;
- b. Additional training;
- c. Suspension of activities, such as marketing activities, recruitment for specific regions and termination of specific sub-agents.

## **Part E - Master Agent Non-Renewal or Termination**

(38) The final decision regarding non-renewal or termination of the Master Agent Agreement is made by the Vice-Chancellor.

(39) The Master Agent will be considered for non-renewal or termination under the following conditions:

- a. If the Master Agent has materially breached the conditions of their Master Agent Agreement;
- b. If the Master Agent chooses to terminate the Agreement; or
- c. If the University decides to terminate the Agreement.

Status and Details

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Effective Date	9th October 2024
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Approval Date	9th October 2024
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Responsible Executive	Anna-Maree Shaw Vice President (Future Students and Outreach)
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