

# International Education Agent Policy

## Section 1 - Purpose

(1) This document sets out Charles Sturt University's (the University) policy in relation to the recruitment, management and termination of agents that recruit international students to the University.

(2) The objective of the policy is to ensure the University:

- a. complies with the following legislation:
  - i. [Education Services for Overseas Students Act 2000 \(Cth\)](#) (ESOS Act)
  - ii. [National Code of Practice for Providers of Education and Training to Overseas Students 2018 \(Cth\)](#) (National Code)
  - iii. [Higher Education Standards Framework \(Threshold Standards\) 2021 \(Cth\)](#)
  - iv. [Higher Education Support Act 2003 \(Cth\)](#)
  - v. [Migration Act 1958 \(Cth\)](#) (Migration Act)
  - vi. [Tertiary Education Quality and Standards Agency Act 2011 \(Cth\)](#)
- b. appoints high quality international education agents (agents)
- c. provides adequate training and information to agents, including their obligations under the [ESOS Act](#) and [National Code](#)
- d. provides adequate support to agents to assist with their recruitment
- e. manages the agents relationship in a professional and responsible manner
- f. manages and mitigates reputational and other risks associated with agents
- g. only pays assessed and lawful commissions to agents who have an agreement with the University
- h. regularly reviews agent performance, and
- i. takes corrective action (which may include termination of an agreement) with any agent that does not perform satisfactorily or does not comply with the terms and conditions of the agent agreement.

### Scope

(3) This policy applies to all University staff, international education agents and all partners who deliver the University's awards and engage with international education agents on the University's behalf.

## Section 2 - Policy

### Responsibilities

(4) The Vice-Chancellor has authorised the responsibility for the recruitment, management and termination of agents to the International Office. See also [Delegation Schedule A - Governance and Legal](#) for the delegated authorities.

(5) More specifically, the responsibilities include:

- a. selection, assessment and recruitment of agents
- b. response to agent solicitations
- c. development and issuing of agent agreements
- d. signing agreements with agents not already engaged
- e. management and contractual oversight of agents including contract termination
- f. compliance of agent activities with the [ESOS Act](#), [National Code](#), [Migration Act](#), agent agreement and university policy
- g. ensuring student applications submitted by an agent are only accepted from agents with a signed agreement in place
- h. taking corrective action (which may include termination of an agreement) with any agent that does not perform satisfactorily or does not comply with the terms and conditions of the agent agreement, and
- i. agent performance reviews, agreement renewals and terminations.

(6) In managing these responsibilities, the International Office will also comply with all applicable procurement and financial delegations.

### **Adherence to requirements**

(7) The University relies on agents to recruit international students into on-campus and online education courses. The role of an agent is typically to provide prospective students with accurate and comprehensive information about the University and its courses, and submit prospective students' applications to the University with all required information and documentation included. Agents recruiting for on-campus study will also generally assist prospective students with their student visa application to the Australian Government.

(8) The following requirements will apply to agents:

- a. Quality assurance: the University will ensure that agents are of high quality, meet the University's strategic considerations, and are committed to abiding by the standards outlined in the [ESOS Act](#) and [National Code](#). Regular reviews and reporting will be undertaken by the International Office to monitor agents' performance and activities, in alignment with the level of services provided by each agent.
- b. Timely and relevant communication: the University will ensure timely and relevant communication to agents on matters such as courses, admission requirements, policies, training, complaints and issues requiring corrective action.
- c. Relationship building: the University will ensure all relationship building activities with agents are ethical, and abide by university policy and the [National Code](#).
- d. Agent agreement: the University will not accept students from agents who do not have a formal agreement in place, and will ensure that any breaches are dealt with in accordance with the agreement in place and the [National Code](#).

## **Section 3 - Procedures**

(9) International Office is responsible for overseeing the activities of the University's agents to ensure only reputable agents are appointed, and any engagement is in accordance with the [National Code](#).

### **Engagement of agents**

(10) International Office will take all reasonable measures to engage agents whose knowledge, experience, and capabilities are appropriate to the level of services they provide. Specifically, for Category A agents, noting the role of such agents and the scope of services provided, the International Office will take all reasonable measures to only

engage agents:

- a. that have an appropriate knowledge of the University, its courses and processes, relevant knowledge and experience in the legislative framework of Australian international education, and a comprehensive understanding of Australian student visa processes and requirements, and
- b. who show demonstrated student recruitment potential in markets where the University seeks additional representation.

### **Assessment and selection**

(11) Before entering into any agreement, the University will use a checklist to ensure prospective agents meet compliance and ethical standards. The University will not accept students from, or enter into an agreement with, any agent that it knows or reasonably suspects to be:

- a. engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 of the [National Code](#) (overseas student transfers)
- b. facilitating the enrolment of a student that the agent believes, or should know, would not comply with the conditions of their student visa
- c. negligent, careless, incompetent or engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the reputation of the University or the Australian international education industry
- d. misusing PRISMS to create confirmations of enrolment for other than bona fide students
- e. providing migration advice, unless that education agent is authorised to do so under the [Migration Act](#).

(12) For all Category A agents, the International Office through the Coordinator, Channel Relations will conduct and document additional due diligence and assess prospective agents' suitability to represent the University against criteria which may include:

- a. the location of the agent and the country or countries the agent will recruit from
- b. alignment between the University's strategy and the agent's ability to meet those relevant objectives
- c. market information for the proposed territory, including likely recruitment channels
- d. agency structure, such as whether a company or individual, and likely support that will be required from the University
- e. an assessment of agent premises and staff
- f. demonstrated understanding of Australian legislation in regards to student recruitment, student visa requirements, data management and privacy, the Australian international education industry, and the University
- g. relevant prior training completed, including whether any of the agency staff have completed the PIER Education Agent Training Certification
- h. evidence of experience in the recruitment of genuine quality international students, which may include recruitment for other Australian universities or training providers, and relevant industry partnerships
- i. relevant agent network registration and accreditation
- j. feedback from referees
- k. evidence of marketing strategies and marketing experience
- l. any history of non-compliance with the [ESOS Act](#), [National Code](#) or agent agreements
- m. any history of false or misleading recruitment practices, illegal provision of migration advice, dishonest recruitment practices or misuse of the [Provider Registration and International Student Management System \(PRISMS\)](#)

- n. the agent's reputation, including through publicly available sources, and evaluation of any previous dealings
- o. the agent's fees and charges structure, and
- p. agent performance data available through [PRISMS](#) and other sources.

(13) For Category B agents, the factors outlined in clause 12 will be considered as relevant to the scope of services to be provided by that agent to the University and its students.

### **Appointment**

(14) Agents who are assessed as meeting the requirements of the University and the [National Code](#) will be offered a written agreement to represent the University and promote courses with the intention of recruiting quality students who meet admissions, visa and Genuine Student requirements, on a non-exclusive basis.

(15) International Office, through the Coordinator, Channel Relations, will:

- a. publish an up-to-date list of contracted agents on the University website
- b. maintain records of agreements and due diligence undertaken
- c. enter and maintain each agent's details in [PRISMS](#).

(16) If required by the agent, the University can provide a formal letter or certificate confirming the agreement.

### **Agent training and information**

(17) International Office will maintain regular contact with agents by telephone, written communication, online forums and office visits to provide training, up-to-date and accurate information on courses, and marketing materials as appropriate to the level and scope of services the agent provides. This may include advice on:

- a. course changes
- b. changes to the legal or regulatory conditions for Australian student visa requirements
- c. enrolment dates, admissions and application processing requirements
- d. news, events and other relevant information about the University
- e. changes to any privacy requirements consistent with the obligations of the University under any applicable privacy legislation
- f. the use of any electronic and online systems used to process applications, and
- g. taking corrective action to address any issues that may have been identified.

(18) Agents will be expected to cooperate with the University in undertaking regular training on relevant topics and provide the University with evidence of any external training undertaken. As a minimum requirement, agents must have appropriate knowledge and understanding of the [Australian International Education and Training: Agent Code of Ethics](#).

(19) The University will endeavour to provide information and training in an accurate and timely manner. However, agents are expected to be proactive in undertaking their own training and familiarising themselves with changes to courses, policies, admissions, marketing materials, application processes, visa rules, and international education regulations and legislation.

(20) New Category A agents must, within one month of entering an agreement, undertake induction training covering key policies, procedures and information about the University and its courses. For Category B agents, the extent of induction training required will be determined by the scope of services that are to be provided by that agent to the University and its students.

(21) An agreement may be entered with a new agent prior to the University completing its assessment, selection and training processes. In these cases the agreement:

- a. will occur at the absolute discretion of the University
- b. will only be in exceptional circumstances, such as to facilitate the application of a student who otherwise would not be admitted
- c. may set a maximum term of three months to allow the University to complete its assessment, selection and training processes
- d. will not be entered into until the University has, at a minimum, used any readily accessible information to assess the prospective agent's suitability as described under the 'Assessment and selection' heading of this policy.

(22) Where an agreement is made under clause 21, the University's international recruitment and marketing staff must take responsibility for the provision of all information to any prospective student received via the agent.

## **Monitoring and review**

(23) International Office will monitor the performance and activities of all agents recruiting into the University's courses on an ongoing basis, to ensure that the University is only using reputable and productive agents.

(24) The University will carry out a formal performance review of each agent at least annually.

(25) The University may also conduct an audit of agents' compliance with the agent agreement and this policy at any time.

(26) Ongoing monitoring and formal performance reviews will be undertaken in accordance with the terms of the agent agreement and this policy, and may include:

- a. international student surveys
- b. application audits
- c. visits to the offices of the agent
- d. submission of invoices in the format set out in the agent agreement
- e. conversion rates (number of applications, offer and commencements)
- f. the number of visa applications submitted by the agent that resulted in a student visa being granted
- g. confirmation by the agent of receipt of communications sent by the University
- h. the academic progress and performance of international students recruited by the agent
- i. a review of the accuracy and currency of information provided to prospective international students
- j. compliance with the terms of the agent agreement
- k. any other indicators or measures set by the University.

(27) The University will maintain, where practical, confidential guidelines on the minimum required benchmarks agents must achieve in the relevant performance indicators in clause 26 in order for their performance to be deemed satisfactory.

(28) Information and data for the review and monitoring of agent performance will be collected through qualitative and quantitative mechanisms. This includes, but is not limited to, internal university data, PRISMS data, student surveys and questionnaires, reviews of publicly- and non-publicly available materials and resources, meetings and discussions with agents and their staff, observations of events and interactions with prospective students, and feedback from individuals.

(29) When monitoring processes indicate a deficiency or non-compliance, action will be taken in accordance with the agent agreement, and may include further counselling or training, corrective action, non-renewal of agreements or termination of the agreement.

(30) The monitoring and review of agents will be used to assess the status of the relationship and inform renewals and terminations.

(31) Where the University becomes aware, or has reason to believe, that the agent or an employee or subcontractor of that agent has not complied with the agent's responsibilities under the [National Code](#), agent agreement, or the University's policies, the University will take immediate corrective action. Corrective action may include:

- a. legal action for any loss or damage incurred by the University
- b. termination of the agreement
- c. suspension of the agreement in one or all territories
- d. non-renewal of the agreement or future agent agreements
- e. additional targeted training or counselling provided to the agent (costs to be agreed between the parties), and
- f. any other corrective action at the University's discretion.

(32) Where the University becomes aware, or has reason to believe, that the agent or an employee or subcontractor of the agent is engaging in false or misleading recruitment practices, the University will immediately terminate its relationship with the agent, or require the agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

(33) Following the annual review of each agent, or identification of a deficiency or non-compliance through ongoing monitoring, a report summarising the performance of each agent and recommended actions will be provided to the Pro Vice-Chancellor (International). The Pro Vice-Chancellor (International) will approve one of the following actions:

- a. continuation of agreement
- b. renewal of agreement
- c. non-renewal of agreement
- d. termination of agreement, or
- e. further training or corrective action.

(34) International Office, through the Coordinator, Channel Relations, will communicate with the agent as part of monitoring and review processes. Should the University propose to take adverse corrective action, or non-renewal or termination of the agent agreement, the agent may be provided with an opportunity to respond on the proposed action.

## **Records and compliance**

(35) To ensure compliance with the [National Code](#), International Office, through the Coordinator, Channel Relations, will keep appropriate records of all agents engaged by the University to formally represent it in the recruitment of international students, including:

- a. a signed written and current agreement in the form of either a physically signed document, an electronically signed document, an agreement executed via acceptance in an online portal, or any other reasonable means which constitute a formally written and executed agreement
- b. evidence of agent monitoring activity undertaken by the University
- c. copies of agreements that have been terminated, where applicable, and
- d. evidence of immediate corrective and preventative action (for example, record of telephone conversations,

emails or letters) taken when the University becomes aware that the agent has or may become negligent, careless or incompetent, or has or may be engaged in false, misleading or unethical advertising and recruitment practices.

## Reporting

(36) International Office will report to the Pro Vice-Chancellor (International):

- a. new agents appointed
- b. monitoring undertaken including any complaints and issues
- c. findings from agent performance reviews with recommendations, and
- d. terminated and non-renewed agents, including where the termination or non-renewal has been initiated by the agent.

(37) The University Secretary in consultation with the Pro Vice-Chancellor (International) will notify TEQSA if any of the following events occur:

- a. The University, or an associate of the University, begins to own or control an education agent.
- b. There is a change in the ownership of control of an education agent by the University, or an associate of the University.
- c. An education agent, or an associate of the education agent, begins to own or control the University.

## Payments to agents

(38) International Office will maintain a documented process to ensure that the University will only pay lawful commissions to education agents. This will include provisions to ensure that every invoice undergoes a comprehensive review before approval to ensure compliance with legislative and contractual obligations.

(39) All commission payments to agents that are in addition to contractually defined payments must be approved by the Director, Global Engagement, for example:

- a. payments for marketing support
- b. participation in agent-led recruitment events
- c. subscriptions to services provided by agents (e.g. IDP Connect)
- d. monetary or non-monetary benefits (such as fees, bonuses, gifts, discounts, or incentives).

(40) The University will maintain detailed records of all agent payments and will respond to any request from the Department of Education under section 21B of the [ESOS Act](#) for reporting on total dollar amounts paid to each agent; description and value of non-monetary benefits; and the number of students recruited by each agent. All payments and benefits provided to agents for marketing purposes must be recorded by the University outlining the specifics, deliverables and outcomes as applicable.

## Section 4 - Guidelines

(41) Nil.

## Section 5 - Glossary

(42) For the purpose of this policy:

- a. Agent (also: international education agent/education agent) – as defined under the [ESOS Act](#), means an entity (whether within or outside Australia) that, on behalf of the University:
- i. engages in one or more of the following activities:
    - recruiting overseas students or intending overseas students
    - providing information, advice, or assistance to overseas students or intending overseas students in relation to enrolment
    - dealing with overseas students or intending overseas students, and
  - ii. is not a permanent employee of the University.
- b. Category A agents – means agents engaged by the University to recruit international students and that provide personalised, one-on-one assistance throughout the application process. This includes helping students apply to the University, gathering and verifying required documents, and communicating with the University on the student's behalf. The agent also supports students with the broader process of studying at the University, such as selecting a suitable course and institution, preparing applications, and where applicable, assisting with student visa requirements, accommodation and health cover.
- c. Category B agents – means any other agents captured under the [ESOS Act](#) definition, such as those who do not provide one-on-one assistance with the student's application process, do not gather or verify documents, and do not communicate with the University on the student's behalf.
- d. Commission – as defined under the [ESOS Act](#), means any consideration or benefit - whether monetary or non-monetary — that is or will be provided by the University to an education agent, or an associate of the education agent, in connection with the recruitment of an overseas student or intending overseas student, or in relation to any other activity involving an overseas student.
- e. International education agent agreement (also: agent agreement or agreement) - means the formal contract between the University and the agent outlining the terms and conditions under which the services of the agent are provided.
- f. University policy - means all policies, guidelines and procedures of or applying to the University.



## Status and Details

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