

# **Education Agent Policy**

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## **Revision history**

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V 1	11/05/23		

## Distribution

NAME	TITLE
	All Staff; All Learners

## Approval

NAME	POSITION	SIGNATURE	DATE
Eddie Blass	CEO		

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# 1. Purpose

This policy is to ensure that Education Agents with whom Inventorium RTO Pty Ltd. (Inventorium RTO) has written agreements, act ethically, honestly and in the best interests of students they represent, as well as uphold the reputation of Australia's international education sector.

This contributes to compliance with Standard 4 of the National Code of Practice for Providers of Education and Training to Overseas Students, 2018 and Standards 2.3, 2.4 and 8.3 of the Standards for Registered Training Organisations, 2015.

## 2. Policy statement

#### **1.1. Recruitment of Agents**

Inventorium RTO only works with reputable Education Agents who have an appropriate knowledge and understanding of the Australian international education industry.

#### **1.2.** Written Agreements

Inventorium RTO executes a formal agreement with each Education Agent that is engaged to recruit students on its behalf.

2.2.1 Formal agreements will specify at least all the following:

- a) Inventorium RTO's responsibilities, including Inventorium RTO's responsibility for compliance with the Standards for Registered Training Organisations, ESOS Act and National Code 2018.
- b) Inventorium RTO's requirements for agents who represent them, including the requirements in the Agent's contract to:
  - declare in writing and take reasonable steps to avoid conflicts of interests with duties as an Education Agent of Inventorium RTO;
  - observe appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas students;
  - act honestly and in good faith, and in the best interests of the students they represent;
  - have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics.
- c) Inventorium RTO's processes for monitoring the activities of Education Agents in representing the provider and ensuring the Education Agent is giving students accurate and up-to-date information on Inventorium RTO services as outlined in the Agent Contract.
- d) corrective action that may be taken by Inventorium RTO if an Education Agent does not comply with its obligations under the written agreement.

- e) Inventorium RTO's grounds for termination of the written agreement with the Education Agent.
- f) The circumstances under which information about the Education Agent may be disclosed by Inventorium RTO to the Commonwealth or state or territory agencies.
- g) The requirements to provide accurate and factual responses to information requests from the VET Regulator or any other Commonwealth state or territory body or as required by law, relevant to the recruitment of students.
- h) The requirements to cooperate with the VET regulator in the conduct of audits and the monitoring of the agents' operations
- 2.2.2 A list of Education Agents with whom Inventorium RTO has a written agreement will be included on Inventorium RTO's website. As a minimum this information will include the agency name, name of the principal agent, legal entity and street address.
- 2.2.3 Inventorium RTO will advise ASQA of the third-party arrangements in place with Education Agents in accordance with clause 8.3 of the Standards:
  - a) Within thirty days of an agreement commencing.
  - b) Within thirty days of an agreement coming to an end.

#### **1.3.** Monitoring and termination

- 2.3.1 Where Inventorium RTO becomes aware that, or has reason to believe, the Education Agent or an employee or contractor or subcontractor of that Education Agent has not complied with the Education Agent's responsibilities. Inventorium RTO will take immediate corrective action.
- 2.3.2 Where Inventorium RTO 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, Inventorium RTO will 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.
- 2.3.3 Inventorium RTO will not accept students from and Education Agent if it knows or reasonably suspects the Education Agent to be:
  - a) providing migration advice, unless that Education Agent is authorised to do so under the Migration Act.
  - b) 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).
  - c) facilitating the enrolment of a student who the Education Agent believes will not comply with the conditions of his or her visa.