

International Students - Appointment and Monitoring of Education Agents Procedure

Section 1 - Preamble

(1) Charles Darwin University ('the University', 'CDU') utilises education agents in the promotion of CDU and its courses and the recruitment of international students. CDU is committed to managing the appointment of, and ongoing relationships with, education agents to ensure they work productively, act ethically, and uphold the reputation of CDU and of the Australian education sector.

Section 2 - Purpose

(2) This document outlines the procedures for appointing and managing education agents.

Section 3 - Scope

(3) These procedures apply to all CDU staff, to all CDU education agents, and to any third parties appointing or managing education agents on CDU's behalf or utilising agents to recruit students for courses delivered on CDU's behalf.

Section 4 - Procedure

(4) CDU Global is responsible for appointing and managing education agents.

(5) Where a CDU course is marketed or delivered by a third party under an arrangement, CDU must ensure that the third party has appropriate policies in place for the appointment and management of education agents.

(6) CDU will not accept students from or enter into an agreement with any recruitment or education agent that it knows or reasonably suspects to be:

- a. providing migration advice, unless that education agent is authorised to do so under the [Migration Act 1958](#); or
- 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 of the [National Code 2018](#); or
- c. facilitating the enrolment of a student who the education agent believes will not comply with their student visa conditions;
- d. using Provider Registration and International Student management System (PRISMS) to create Confirmations of Enrolment (CoEs) for non bona fide students.

Assessment and Selection

(7) Prospective education agents will complete and submit an agent application, and provide any accompanying

documentation required by CDU Global.

(8) CDU Global will assess a prospective education agent's suitability on the basis of:

- a. the location of the education agent and the country or region from which the education agent would recruit;
- b. the quality of the education agent's premises and staff;
- c. the education agent's knowledge of the [National Code 2018](#), the Australian student visa system, the Australian education sector and of CDU's courses, services and facilities;
- d. training completed by the education agent and relevant staff, including completion of the PIER Education Agent Training Certification;
- e. the education agent's experience in the recruitment of international students, including through services provided to other Australian universities or education providers;
- f. confidential reference checks provided by education institutions including other universities;
- g. the education agent's understanding and use of marketing strategies and marketing experience generally;
- h. the education agent's reputation within relevant networks; and
- i. the education agent's fees and charges.

(9) The assessment is holistic and the final decision to appoint or not to appoint will be decided in the context of CDU's international marketing plans and priorities.

Appointment

(10) CDU Global will notify successful applicants by email. One copy of the CDU Agent Agreement will be sent via CDU's agent portal (the Written Agreement), which must be read and signed to formalise the relationship between the education agent and CDU.

(11) The Written Agreement will, in particular, outline:

- a. CDU's responsibilities, including that CDU is responsible for compliance with the [ESOS Act 2000](#) and the [National Code 2018](#);
- b. CDU's requirements of the agent in representing the University as outlined in Standard 4.3 of [National Code 2018](#);
- c. CDU's processes for monitoring the activities of the education agent in representing CDU, and ensuring the education agent is giving students accurate and up-to-date information about CDU's services;
- d. the corrective action that may be taken by CDU if the education agent does not comply with its obligations under the Written Agreement including providing for corrective action outlined in Standard 4.4 of the [National Code 2018](#);
- e. CDU's grounds for terminating engagement of the education agent, including providing for termination in the circumstances outlined in Standard 4.5 of the [National Code 2018](#); and
- f. the circumstances under which information about the education agent may be disclosed by CDU and the Commonwealth or state or territory agencies.

(12) Unsuccessful applicants will be advised by email, and feedback may be provided at CDU's discretion.

(13) CDU will maintain on its website a current and accurate list of its education agents.

(14) CDU will enter education agents details in PRISMS and ensure that such details are kept current and accurate.

Training

(15) CDU Global will maintain regular contact with education agents through available communication channels, visits

by CDU staff to education agents' premises, and visits by agents to CDU, in order to provide current and accurate information regarding:

- a. course changes;
- b. changes to services and facilities;
- c. changes to the Australian student visa system;
- d. application and admission processing requirements;
- e. marketing collateral; and
- f. news, events and other relevant information.

(16) CDU Global will provide further, specialised training to education agents during visits to agency premises, education agents' visits to CDU, and online.

Monitoring

(17) CDU Global will regularly monitor the performance and activities of education agents, including through consideration of:

- a. quality and quantity of applications;
- b. conversion rates from applications to offers and from offers to enrolments;
- c. student transfers, deferments and suspensions;
- d. visa grants and refusals;
- e. adherence to CDU's admissions processes;
- f. adherence to CDU's commission processes;
- g. compliance with the [ESOS Act 2000](#) and the [National Code 2018](#), including in relation to the actions of employees or sub-contractors of the education agent;
- h. relevant student surveys;
- i. claims by prospective and enrolled international students that they were misinformed by the agent;
- j. instances where the education agent has shown a lack of knowledge of student visa requirements or other relevant matters relating to an international student's stay in Australia;
- k. the education agent website and other marketing collateral produced by the agent;
- l. the net cost benefit to CDU of the education agent's services; and
- m. achievement of specific performance indicators set out in the Written Agreement or otherwise set by CDU from time to time.

(18) Where regular monitoring reveals a deficiency in agent performance or, in particular non-compliance or possible non-compliance with the [National Code 2018](#), proportionate corrective action will be taken immediately and may include termination by CDU of the education agent's engagement.

(19) Where CDU becomes aware, or reasonably suspects, that an education agent has not complied with Standard 4.3 of the [National Code 2018](#) or is engaging in false or misleading recruitment practises, the University will terminate its engagement with the education agent with immediate effect.

(20) The University will terminate its engagement with an education agent with immediate effect where:

- a. the University becomes aware, or reasonably suspects, that an employee or sub-contractor of an education agent has not complied with Standard 4.3 of the [National Code 2018](#) or is engaging in false or misleading recruitment practices; and
- b. the education agent has not terminated its relationship with the individual employee or sub-contractor of the

education agent who was responsible for the conduct.

Review

(21) CDU Global will conduct an annual review of all education agents, drawing on the findings of the regular monitoring described in the Monitoring section of this policy and consolidated into a full-year review report, including details of any corrective actions taken.

(22) Where the consolidated report reveals a deficiency in agent performance or actual or possible non-compliance with the [National Code 2018](#), proportionate corrective action will be taken immediately and may include termination by CDU of the education agent's engagement.

(23) Details of any corrective actions will be added to the review report. An executive summary of key findings and actions arising will be added to produce the annual review report on education agent performance and actions arising (Annual Review Report).

(24) The Annual Review Report will be provided to Academic Board for consideration, comment and possible action.

Records

(25) CDU Global will maintain comprehensive records regarding all education agents engaged by CDU, including:

- a. current Written Agreements signed by CDU and the education agent; and
- b. past Written Agreements, including where CDU has terminated its engagement of the education agent; and
- c. details of, and findings from, monitoring activity undertaken by CDU; and
- d. details of communications to education agents regarding the matters listed in the Training section of this policy; and
- e. details of any corrective action taken.

Section 5 - Non-Compliance

(26) Non-compliance with Governance Documents is considered a breach of the [Code of Conduct - Employees](#) or the [Code of Conduct - Students](#), as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the [Charles Darwin University and Union Enterprise Agreement 2025](#) and the [Code of Conduct - Students](#).

(27) Complaints may be raised in accordance with the [Complaints and Grievance Policy and Procedure - Employees](#) and [Complaints Policy - Students](#).

(28) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the [Fraud and Corruption Control Policy](#) and [Whistleblower Reporting \(Improper Conduct\) Procedure](#).

Status and Details

Status	Current
Effective Date	1st July 2024
Review Date	1st July 2027
Approval Authority	Academic Board
Approval Date	20th June 2024
Expiry Date	Not Applicable
Responsible Executive	Adam Lam Director CDU Global
Implementation Officer	Marissa Briston Associate Director International Operations and Partnerships
Enquiries Contact	Marissa Briston Associate Director International Operations and Partnerships <hr/> CDU Global