Engaging and Monitoring Education Agents Policy

1. Purpose

Worldwide Skills Development Pty Ltd t/a The Future Culinary Academy (herein referred to as "FCA") 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

- FCA will only engage with those Education Agents who will provide true information and provide correct and current supporting documents.
- Future Culinary Academy 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 FCA, as outlined in the agreement.
- Future Culinary Academy (FCA) 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 FCA'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.

- Future Culinary Academy will maintain the Education Agent's details on PRISMS, ASQA net, and FCA website.
- Future Culinary Academy 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 Agents engaged by FCA 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 FCA.
- 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, FCA 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, FCA 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.

- FCA 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 Future Culinary Academy.

  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 FCA's Risk Management Policy and governance framework.

  All conflicts must be recorded and managed in accordance with the FCA's Risk Register and Conflicts of Interest Register.

- FCA 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, FCA will maintain the Education Agent's details in PRISMS and will update the Education Agent's list on FCA website accordingly whenever changes occur within 30 calendar days.
- FCA 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.
- FCA 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 Future Culinary Academy (FCA) will be required to complete an 'Education Agent Application Form', which is available upon request or can be accessed from FCA's website at www.thefca.edu.au.
- Future Culinary Academy (FCA) 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 FCA 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 FCA. 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 Manager 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 FCA wishes to engage with. This process ensures that claims made by Education Agents are genuine and accurate. It allows FCA 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 Manager 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.

Future Culinary Academy (FCA) will review the responses from referees to see if the Education Agents meet expectations. This evaluation will guide whether FCA 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 Future Culinary Academy'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 FCA 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 FCA. 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 FCA is authorised only for the named Education Agent, and any subcontractor or employees must be authorised separately by FCA.

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.

Future Culinary Academy (FCA) 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 FCA. 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 Future Culinary Academy (FCA), the Education Agent will be provided with access to both digital and hard copy marketing materials, identifying all the services provided by FCA to students, including course information, student support services, Institute's Policies and procedures. Future Culinary Academy (FCA) 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 FCA 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 will be authorised to ensure that all Education Agents who have signed the Education Agent agreement receive comprehensive training and are informed about FCA'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 FCA 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, FCA's official branding, or issuing any AQF certification documents under any circumstances. These functions are the sole responsibility of FCA 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 FCA and provide accurate information to prospective students.

3.6. Education Agent Performance Review Assessment and Renewal

- FCA 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 FCA's partner Education Agents act ethically, honestly, and in the 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 FCA's reputation in the international education sector.
- The Marketing Manager 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 Manager 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, FCA 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, Future Culinary Academy (FCA) 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 FCA. These enquiries also include the enquiries made by FCA's staff about students enrolled with FCA 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 FCA for accurate and up-to-date information.
viii. **Outcome of promotional activities:** Attending promotional activities conducted by FCA.
ix. **Participation in any events/Course Information session/Workshops/Seminars**: Attending and completing the training conducted by Future Culinary Academy (FCA), 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 Future Culinary Academy'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, Future Culinary Academy (FCA) 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. FCA will ensure that the Education Agent Monitoring Register has details about all the Education Agents who have recruited overseas students on behalf of FCA. 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 FCA's Marketing Manager 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 Manager will also use this tool to verify whether Education Agents' details have been entered into PRISMS, ASQA net and FCA's website.
Note: FCA will regularly undertake training for Education Agents.'

4. Monitoring Education Agents

As an Education Agent representing FCA, the Education Agent's activities in relation to promoting Future Culinary Academy (FCA) will be monitored throughout the year to ensure that the Education Agent is acting in the best interests of FCA, 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 FCA. 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 FCA 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 FCA 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.

- FCA will monitor Education Agent's performance on annual basis and ensure Education Agent is using approved marketing material for promoting Future Culinary Academy (FCA) 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. FCA will perform an internal review of the Education Agent's activities as outlined in the written agreement. The Marketing Manager 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 Manager 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 FCA becomes aware or has a reason to believe that the Education Agent or any other related party has not complied with FCA'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 Manager 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

- Future Culinary Academy (FCA) 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 FCA 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.
  - FCA 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 Agent's 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, FCA 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, FCA 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 FCA (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 FCA (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 FCA 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, Future Culinary Academy (FCA) may terminate the Agreement at any time and with immediate effect by giving written notice to the Education Agent.
- Where Future Culinary Academy (FCA) 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, FCA will take immediate corrective action or may terminate the Education Agent agreement with immediate effect.
- Where FCA 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, FCA 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 FCA and return all material to FCA.
- 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
- Education Agent Induction Checklist