

Policy Title	Education Agents Management Policy
Version	v1.5
Date effective	11 July 2024
Renewal and Review Date	<p>Renewal - Two (2) years after the last approval /amendment date</p> <p>Review Date: 3 months prior to the Renewal date in accordance with the Institute's Policy Review Schedule.</p>
Approving body	Governing Council
Approval date	11 July 2024 (v1.4)
Amendment Date	11 December 2025 (v1.5)
Policy owner and contact	CEO & Dean or delegate
Relevant Policies and Documents	<p> Admissions Policy and Guidelines Admissions Information (Procedures) Enrolment Policy Student Enrolment and Study Load Rules </p> <p> Delegation of Authority Policy and Delegations Schedule Marketing Plan Quality Assurance Policy Student Fees Policy (v1.1) Education Agent's Written Agreement (Contract). Education Agent Application Form (online) Education Agents Portal </p>
Related Legislation	<p>Higher Education Standards Framework (Threshold Standard) 2021 (Cth)</p> <p>National Code of Practice for Providers of Education and Training to Overseas Students 2018 (Cth).</p> <p>ESOS Act 2000 (Cth).</p> <p>Education Legislation Amendment (Integrity and Other Measures) Act 2025 (Cth).</p> <p><i>Changes to requirements around education agents and commissions</i> (Department of Education: 2 December 2025).</p>
Higher Education Standards Framework (Threshold Standards) 2021 (Cth)	<p>B1.1 "Higher Education Provider" Category</p> <p>Standards 1.1, 6.1, 6.2, 5.0 and 7.2</p>

Benchmarking Institutes	<p>Melbourne Institute of Technology</p> <p>Western Sydney University</p>
Version History	<p>v1.1 5 December 2018 Original Policy</p> <p>v1.3 26 April 2022 Amendments resulting from response to TEQSA CRICOS Initial Assessment Report</p> <p>v1.4 11 July 2024 Minor amendments during scheduled policy review</p> <p>v1.5 11 December 2025 Major Amendments based on Education Legislation Amendment (Integrity and Other Measures) Act 2025 (Cth) to sections 1, 2, 3 - 10; and the addition of Sections 1.3 (Definitions), Section 6 (Education Agent Written Agreements [Contracts] and Section 11 (Responsibilities).</p>

I. Preamble

1.1 Purpose

The Education Agents Management Policy ('the Policy') outlines Mpika Holdings Pty Ltd (ACN: 612 507 141) trading as Churchill Institute of Higher Education's (the / Churchill Institute's) responsibilities for the management of its Education Agents, and their Sub-Education Agents, for the purpose of representing Churchill Institute for marketing purposes and recruiting international students to study at Churchill Institute of Higher Education.

The Institute recognises the role of Education Agents in the recruitment of students, as Education Agents are often the first point of contact between prospective international students and the Institute. Their activities and ethics are important to the Institute.

The Institute is committed to effectively managing the appointment and ongoing relationship with Education Agents who will act ethically and appropriately to ensure the reputation of the Institute and of international higher education provision in Australia.

1.2 Principles

In accordance with applicable legislative requirements, the principles of this Policy are as follows:

- a. The Institute will appoint Education Agents on a non-exclusive basis.
- b. The CEO & Dean or delegate of Mpika Holdings Pty Ltd t/a Churchill Institute of Higher Education, will sign a written agreement (Contract) with each education Agency it engages for the primary purposes of promoting Churchill Institute's courses on Churchill's behalf; and referring/ preparing applications for admission of behalf of prospective international students to study at Churchill Institute.
- c. The CEO & Dean or delegate of Mpika Holdings Pty Ltd will not sign a Contract with nor pay *commission* (as defined in section 1.3) nor issue gifts or donations in lieu of payment of commission to an Education Agency or its Associate(s) when a Director / Owner/ Shareholder or employee of Mpika Holdings (or related entities) has a financial interest in the Education Agency and / or its Associate(s).
- d. All Education Agencies who have signed a written agreement (Contract) with Churchill Institute will be entered and maintained in the Provider Registration and International Student Management System (PRISMS).
- e. Churchill Institute will publicise through its website an up-to-date list of all appointed Education Agencies by country for transparency purposes.
- f. Churchill Institute will not pay an Education Agency/ Agent commission for onshore student transfers.
- g. Education Agencies with whom Mpika Holdings signs a Contract will be required to demonstrate they have an appropriate knowledge of the Australian International Education and Training Code of Ethics.
- h. The Institute must approve all advertising materials created by an Education Agency for the purpose of promoting Churchill Institute, prior to their distribution or publication.
- i. The Institute will provide accurate, compliant and up-to-date materials and information to all its Education Agencies about its courses and their admission requirements, its delivery locations, semester dates, tuition fees and applicable policies that includes the legal/ regulatory criteria for Australian student visa applications (such as Genuine Student criteria) when a) onboarding a new Education Agency and b) to all Education Agencies whenever changes occur to this information.
- j. The Institute will regularly monitor Education Agents' compliance with this policy, the Education Agency Agreement (Contract) that is based on this policy, the applicable standards of the National Code (2018) and the Education Legislation Amendment (Integrity and Other Measures) Act 2025 (Cth).

- k. The Institute will report, as required for compliance purposes, commission payments made to its Education Agents (including gifts and donations received from or issued to an Education Agency) as defined in section 1.3.

1.3 Definitions

Confirmation of Enrolment (CoE): is a document created on the PRISMS Database and issued by Churchill Institute to an international student after they have accepted their Offer of Admission that includes the Education Provider's Name, Course of Enrolment, CRICOS Codes, Course Start and End Date and other particulars. A CoE is required to apply for a student visa with the Department of Home Affairs; and a student must have a CoE with the status of *studying* to evidence enrolment in the course with Churchill Institute and the Department of Home Affairs.

Education Agent (or Agency) means an entity (whether in or outside Australia) that: a) engages in any of the following activities in relation to a provider: the recruitment of overseas students or intending overseas students; providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment; iii. Otherwise dealing with overseas students or intending overseas students; and b) is not a permanent full-time or part-time officer or employee of the provider. Casual employees or contractors are included in the definition of education agent if they undertake any of the activities listed above under (a). Examples of such activities include, but are not limited to: digital, print or electronic media, or promotional event marketing / distributing provider-endorsed material (e.g. brochures, written agreements, education counselling and advice, tuition or non-tuition fee collection, database administration (e.g. in the Provider Registration and International Student Management System (PRISMS), migration advice (note: to provide migration advice in Australia, a person must be a registered migration agent, legal practitioner or exempt person). In line with existing obligations related to education agents under the ESOS Act and the ESOS Regulations, providers must provide information about the education agents they work with, regardless of whether a written agreement is in place.

Education Agent (Agency) Commission ("Commission") means any consideration or benefit, whether monetary or non-monetary, that: is or will be given by or on behalf of a provider to an education agent, or an associate of the education agent, and is in connection with: the recruitment of overseas students, or intending overseas students, or providing information, advice or assistance to overseas students, or intending overseas students, in relation to enrolment; or otherwise dealing with overseas students, or intending overseas students.

Genuine Student (GS): means a student who demonstrates their motivation for and purpose of studying in Australia is *genuine* based on the [Department of Home Affairs GS requirements](#).

Sub-Agent: means an Education Agent (per the above definition) or an entity or person that is contracted by an Education Agency (Agent) that has a contract with Mpika Holdings Pty Ltd. The Education Agent is responsible for the paying any commissions to and is accountable to Mpika Holdings for the performance and conduct of their Sub-Agents who indirectly represent Churchill Institute, based on this policy. Any serious misconduct or reputational damage caused to Churchill Institute by an Education Agent's Sub-Agent(s) will result in Churchill's termination of its Contract with its applicable Education Agent that includes any Sub-Agent(s) it has engaged to represent Churchill Institute.

2. Scope

This Policy applies to all prospective and current students, Churchill Institute staff, and all prospective and current Education Agents, located both onshore and offshore.

3. Education Agent Functions

- 3.1 Education Agencies / Agents (as defined in 1.3) are located, onshore or offshore, may be engaged by the Institute as an Education Agent to assist in recruiting international students to study CRICOS registered courses offered by Churchill Institute at its approved Australian delivery locations.

3.2 Education Agents are Churchill Institute's representatives based on this Policy and the Education Agent's Written Agreement signed with and issued by Mpika Holdings Pty Ltd.

3.3 Per the principles of the applicable legislation relating to the conduct of Education Agents, an Education Agent must **not**:

- a. be engaged in, or have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers;
- b. be currently facilitating, or have previously facilitated, the enrolment of a student who the Education Agent believes will not comply with the conditions of their student visa;
- c. use the Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than a genuine student; or
- d. provide immigration advice where not authorised under the *Migration Act 1958* to do so; and
- e. provide advice to a prospective or current student or act in a way that otherwise breaches an Education Agent's responsibilities under the ESOS Act 2000 (Cth), the Education Legislation Amendment (Integrity and Other Measures) Act 2025 (Cth) and the National Code 2018 (Cth).

4. Roles and Responsibilities

4.1 Education Agents are responsible for:

- a. promoting Australia as a study destination, Churchill Institute, its courses and their admission requirements and other related particulars to prospective international students;
- b. recruiting genuine students (as defined in Section 1.3) to the Institute that meet course admission requirements;
- c. complying with this policy and their education agency written agreement (Contract) with Mpika Holdings and other related policies of Churchill Institute; and
- d. Education Agents may receive fee deposits for course admission purposes from students that must be deposited into the Churchill Institute nominated bank account by the specified date in the student's Offer of Admission; but an Education Agent must **not** receive nor solicit tuition fee or any other payments from a Churchill Institute student at any time *after* the student commences their course.

4.2 Churchill Institute is responsible for:

- a. entering into Written Agreements (Contracts) with Education Agents that it based on a documented due diligence check of the Education Agent; and an application submitted by a perspective Education Agency.
- b. managing the Education Agent relationship;
- c. setting performance targets and bonus payment thresholds with Education Agents during their onboarding and annual reviews, based on 6.4 of this policy.
- d. maintaining communications with the Education Agent network;
- e. maintaining a list of Churchill's Education Agents on PRISMS and Churchill's website for transparency purposes
- f. distributing course and admission information and related promotional material to Education Agents.
- g. providing comprehensive onboarding to new Education Agents based on this policy, and ongoing g training / information updates, (as required) to Education Agents;
- h. undertaking Education Agent performance monitoring and formal reviews and reporting at least annually to the Governing Council.

4.3 The Institute's Sales and Marketing Team is responsible for developing promotional material appropriate for source market student demographics.

5. Appointment of an Education Agent

- 5.1 An Education Agent is appointed by signing a formal written Agreement (Contract) with the Institute that is based on a due diligence check of the Education agency. The Institute will undertake an assessment to satisfy itself that the potential Education Agents will represent the Institute appropriately and will not pose risks to it, its staff, students or prospective students. This may include:
- Assessing that the Education Agent is registered to operate in their local jurisdiction.
 - Assessing the Education Agent's history and track record in recruiting students for the Australian market.
 - Assessing the Education Agent's knowledge of the Australian international education industry, understanding of the principles of the *National Code 2018* and other requirements relating to the provision of their services.
 - Inspecting the Education Agent's premises to ensure that they are appropriate and present a professional image.
 - Interviewing employees of Education Agencies (Student Advisers also called "Counsellors" in market) to assess their performance and knowledge in advising students.
 - Obtaining information on the display of the Institute's promotional materials.
- 5.2 The Written Agreement (Contract) issued to the Education Agency must comply with section 6 of this policy.
- 5.3 Education Agents will be appointed for a term of two (2) years, Renewal is based on Education Agent performance and the mutual agreement of both parties.
- 5.4 Prior to engaging a new Education Agent, the Institute will request the completion of its online Education Agency Application Form which incorporates the requirement for a declaration of interests on the part of the applicant.
- 5.5 A database of approved Education Agents and is maintained by the Marketing Team .

6. Education Agent Written Agreements (Contracts)

All Education Agent Written Agreements (Contracts) issued by Mpika Holdings Pty Ltd must comply with this policy, be issued on a standard template; and as a minimum, include: .

- the full business name and registration / contact details of the Education Agency.
- The full name and contact details of the Education Agent who responsible for the management of the Education Agency (the Agency's Chief Executive or delegate).
- Term of the Contract (maximum of two years) renewable based on satisfactory performance of the Education Agent and mutual agreement to renew.
- Responsibilities of the Education Agency.
- Responsibilities of Churchill Institute.
- Confidentiality and Intellectual Property (IP) Provisions.
- Requirements for the use of Churchill Institute's logo and marketing material.
- Requirements for an Education Agency to appoint of Sub-Agencies.
- Commission payment details (percentage and timing).
- Bonus payable and criteria (if any).
- Education Agent Performance Criteria and Monitoring Requirements
- Dispute resolution and termination clauses.

m) Other applicable information / terms and conditions.

7. Review of Education Agents; Performance

- 7.1 In consultation with the CEO & Dean, the Sales & Marketing Manager will manage operational performance monitoring of Education Agents throughout the contract period.
- 7.2 The Institute will monitor Education Agent performance on a continuous basis; and the Sales & Marketing Manager, in consultation with the CEO & Dean, will conduct formal reviews of each Education Agent's performance at the end of each calendar year.
- 7.3 Formal Education Agent performance reviews will also be conducted for those contracts due for renewal one month prior to the renewal date.
- 7.4 An Education Agent's performance and review will include:
- compliance with this policy, their Contract (written agreement) with Mpika Holdings, and the of the *National Code 2018*, and Education Amendments Integrity and Other Measures Act (2025) as they relate to the appointment of Education Agents.
 - recruitment volume (number of students referred and enrolled, post-census date, for the applicable intake semesters);
 - the Education Agency's student visa refusal rates vs national student visa refusal rates (per PRISMS data);
 - Student CoE Cancellation / Incompletion rates for the Education Agency vs the national CoE cancellation / Incompletion rate (per PRISMS data)
 - Timing, quality and completeness of applicant admission documentation;
 - compliance with the individual Education Agency Written Agreement (Contract);
 - accuracy of advice and information provided to students; and
 - student feedback (including student survey results regarding Education Agents' performance and / or formal grievances lodged at Churchill or the National Student Ombudsman (NSO) by students about their Education Agent, etc.)
- Other Education Agent performance measures may be included that include. but may not be limited to:
- Student attrition rates for the Education Agency (percentage and number of students who withdraw from their course and Churchill Institute ≤12 months of their course commencement date);
 - Student academic progress (pass rates) for an Education Agency vs All Churchill Education Agencies.
- 7.5 The performance and activities of all Education Agents will be monitored on an ongoing basis, using one or more of the followings:
- Monthly PRIMS reports and internal Churchill data / records (including grievances lodged) applicable to section 7.4 above;
 - Telephone, or online discussions/meetings; and
 - Spot checks by the Institute, for example observing Education Agents at work at education seminars, exhibitions and fairs.
- 7.6 Renewal of an Education Agency Contract will only be approved if the performance of the Education Agent (and where applicable, their Sub-Agents representing Churchill Institute) is /are found to be satisfactory.
- 7.7 Churchill Institute may, at its discretion, pay a bonus (in addition to commission) to high performing education agents annually (except for onshore student transfers).
- 7.8 Where, on review, the performance of an Education Agent (including any of its Sub-Agents representing Churchill Institute) is / are found to be unsatisfactory, action may be taken that includes the issue of corrective advice / action or termination the Contract with the Education Agent (including their Sub-Agents representing Churchill Institute).
- 7.9 At the end of each calendar year, a formal review report will be produced for the CEO & Dean and

Institute's Governing Council by the Sales and Marketing Managers which summarises:

- i. the performance measures for of each Education Agent vs all Churchill Agencies and external benchmarks per 7.4 of this policy the outcome of the annual formal performance review of each Education Agent will be either (Unsatisfactory, Satisfactory or Exceeded Expectations);
- iii. A summary of the education agency agreements that have been signed, renewed or terminated during that calendar year.
- iv. details of any complaints received in relation to Education Agents and corrective action taken by Churchill Institute, including terminations of Education Agencies.

This report will be forwarded to the Institute's Governing Council which has governance oversight for the operational management (including risk management and compliance) of Education Agents.

8. Termination of Education Agents

- 8.1 If an Education Agent and / or their Sub-Agent(s) has been found to be in breach this policy and / or the Education Agency Written Agreement (Contract), Churchill Institute will promptly initiate corrective action that may include the immediate termination of the Education Agency's Written Agreement.

9. Education Agent Remuneration

- 9.1 Education Agents are remunerated by the Institute through payment of commissions (as defined in 1.3 of this policy) based on new student enrolments after the post-census date of the applicable intake semester, as referred by an Education Agent.
- 9.2 The amounts payable (as a percentage of the current international student total course tuition fee), and terms of payment are to be specified in the Written Agreement with each Education Agency.
- 9.3 Any other commission conditions will be specified in the Education Agency Written Agreement.
- 9.4 Churchill Institute will not pay Sub-Agent commissions, unless there are particular reasons for it to do so, and shall be specified the Contract with an Education Agent.
- 9.5 Churchill Institute will pay commissions owed to its Education Agents based on the percentage of the total course tuitions fee, as specified in the Contract .
- 9.6 Bonuses (in addition to commission) may be paid to an Education Agency annually, that achieve a Performance rating of "Exceeded Expectations".

10. Education Agent Communications and Records

- 10.1 The Institute will ensure there is timely and relevant communication with its Education Agents.
- 10.2 Contact with, and management of the activities of the Education Agent network is the responsibility of the Sales and Marketing Team.
- 10.3 An Education Agent newsletter or similar communiqué will be distributed to all active Education Agents by the Sales and Marketing Team on a regular basis / as needed.
- 10.4 Records relating to all Education Agent Contracts, onboarding, performance reviews, bulk communications plus commission and bonuses paid by Churchill Institute are to be maintained by the Sales and Marketing Manager and finance department.

11. Promotional Material and Events

- 11.1 The Sales & Marketing Team is responsible for the development of promotional materials approved by the CEO & Dean.
- 11.2 Education Agents and other organisations are notified of the availability of new material by the Sales and Marketing Manager of Churchill Institute.
- 11.3 Staff visits Education Agents' offices are to be notified to / arranged in advance with the Sales &

Marketing Manager.

12. Responsibilities

12.1 Governance Responsibilities

12.1.1 The Governing Council is responsible for the approval and amendment of this policy; and for the oversight of the performance of Education Agencies and the related risks and compliance.

12.2 Operational Responsibilities

12.2.1 The CEO & Dean or delegate is responsible for the implementation and review of this policy; and

12.2.2 the CEO & Dean is responsible for advising the Audit & Risk Committee and Governing Council of new risks or amendments to current risks related to Education Agents; and

12.2.3 for reporting the performance of Education Agents to Governing Council at least twice per calendar year, or as the Governing Council otherwise determines.