



Agent Guideline and Policy

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Agent Guideline and Policy

Purpose and Scope

Ulster University engage the services of Educational Agent representatives (Agents) to fulfil a number of roles and responsibilities to support applicants on behalf of the University.

This policy applies to the appointment of Agents acting on behalf of Ulster University campuses in Northern Ireland (Belfast, Jordanstown, Coleraine and Magee). It outlines the criteria and procedures of appointing and managing Agents and delivering high standards of service and support to prospective international students for foundation, undergraduate and postgraduate studies.

The policy aims to ensure Agents who represent the University do so with professionalism, honesty and integrity, complying with the University and external policies and practice.

Selection of Agents

For quality and business purposes, Ulster University has a selective approach when considering appointment of a new Agent. In-line with the University's values, we ensure to be fair and transparent with Agents to ensure they are provided with appropriate material, information and support. The University works with appointed Agents on an equal basis and will endeavour to support all where possible with their recruitment needs. Responsibilities to support Agents fall within the Office for Global Engagement, specifically the Global Recruitment and Engagement Team (GRET).

Initial Review

An Agent interested in working with the University should contact agents@ulster.ac.uk with a proposal or business portfolio. GRET will conduct an initial review to ensure the Agent and market of operation meets business needs. GRET may request further information or a meeting before progressing to application stage.

Application

Applications will be issued by the GRET. Agents are required to complete the application form which includes providing contact details for references from two UK Higher Education Institutes. Exceptions may be made at the discretion of GRET for those who provide a non-UK based HEI and are subject to satisfactory references being received. Agents must then return the completed application form to agents@ulster.ac.uk for processing.

Application Review

The University will review the application and may request further information. References will be requested:

- Preference is given to Agents with a proven track record and expertise in UK student recruitment.
- Preference is given to Agents who are located in key target markets for the University and can offer students support through enquiry, application and visas, pre-arrival, enrolment and graduation phases.
- An Agent must be an approved business and operate within their country regulations and authority.

Appointment and Agreement

On receipt of satisfactory references, the agent will be appointed. GRET will draft the Agents agreement and will liaise with the Agent to arrange signature. The Commission structure will form part of the agreement.

Commission Payment and Processes

The University will pay commission to the Agent as set out in the Annex of the Agent Agreement.

- Agents will be asked to submit claims for commission after the relevant cycle
- Agent claims will be checked against a number of factors including:
 - Student enrolment
 - Student meeting financial requirements including meeting the requirements of any payment plan agreed to with the University.
- Agents will be issued with a purchase order number and asked to submit an invoice.
- Upon receipt of an invoice with an associated purchase order number, a further supplementary check will be undertaken to ensure student is still meeting all enrolment and financial requirements.
- The University will complete payment of commission upon the checks undertaken being satisfactory.

Agents must submit invoices for commission to the University at the end of the cycle as per time frame guidance issued by the University. Payment cannot be processed outside of the stated time frame.

Agent Training and Information

The Agent will be appointed a key contact who manages operations in their region. The University will provide a bespoke induction to the Agent, share Ulster University processes and provide up-to-date and accurate marketing information for the purposes of performing the services described in the Agent agreement.

The University are committed to providing Agents with professional support to enable them to meet agreed expectations and to build a sustainable business relationship.

The induction and training include, but are not limited to:

- In-depth presentation of Ulster University
- Application Processes
- Tuition and Accommodation Fees
- Entry Requirements

- Marketing Materials
- Agent Handbook
- Agent Portal
- Agent Service Performance

Ulster University highly recommends that all Agents complete the training course with the British Council's Training Suite.

University obligations

Ulster University will endeavour to support all Agents on an equal basis and where appropriate will provide support to include one or more of the following strategies:

- Visits to Agent offices and face-to-face meetings where feasible.
- In-country collaboration including recruitment fairs, meetings, visits to Education providers.
- Online meetings, webinars, training, events.
- Provide important updates, training, marketing, and promotional material to support the Agent.
- Process and review applications and documentation submitted by the Agent.
- Provide feedback on applications.
- Provide essential updates relating to UKVI and other stakeholders that impact on international student enrolment.
- Review agent performance as defined in '5. Monitoring and Agent Performance'

Monitoring and Agent Performance

GRET are responsible for managing Agents with regular contact, support and share of marketing collateral. Agents will be monitored throughout the agreement duration for purposes of maintaining high-performance.

Agent performance will be measured using Key Performance Indicators that include but are not limited to:

- Enrolment numbers
- Commission claims
- Anticipated application and enrolment targets for the following cycle
- Feedback from International Admissions team, Compliance team for Visa purposes and Student experience will be considered.
- Services provided to promote and recruit students to Ulster University e.g. recruitment fairs, online events etc.
- Identification of any training or support needs.
- A performance assessment will be carried out in March each year.

Template - [Agent Annual Review.docx \(sharepoint.com\)](#) During discussions concerns and feedback should be noted.

KPI's are developed in-line with GRET operational strategy. Agents are monitored and assessed fairly considering agency size, location, support provided from the University and needs of the business. KPI's will be outlined by the key contact in GRET.

Working Practice and Non-Compliance

Should a breach of contract, non-compliance or dispute arise during the agreement term, the University will review and apply appropriate measure required to address such cases. This may involve further training but note this will depend on the gravity of non-compliance and the number of breaches.

The University will take immediate corrective and preventive action if it becomes aware of an Agent being negligent, careless, or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of the University. The University will not work with an Agent who engages in unethical behaviour.

Termination of Agreement

Either party may terminate for convenience by giving three months written notice to the other party.

Termination for Cause will take effect based on the clauses outlined in this section of the agreement.

On termination of this agreement, the consultant shall:

- Immediately return, destroy or otherwise deal with any Confidential Information as defined by the University, inclusive of name and logo, intellectual property rights and payments due and owing.
- All licenses granted pursuant to the Agent Agreement shall terminate.

References and Documentation

Ulster University Agent Agreement

Agreement between the University of Ulster

and

{Insert Partner Name & Address}

1. Parties

1. **University of Ulster** (Hereafter referred to as the University)
2. *{Insert Agent Name}* (Hereafter referred to as the Consultant)

2. Commencement and Duration

- 2.1 This agreement shall commence on *{Insert Contract Commencement Date}* and continue for a period of *{Insert duration X years}* and shall terminate on *{Insert contract expiry date}* unless terminated before that time in accordance with clause 14.9/14.10]

2. Appointment

1. The University hereby appoints the Consultant to work with the University, in a non-exclusive capacity, to recruit international fee paying students to the University's courses, including those offered through distance learning.
2. This agreement supersedes and replaces all previous agreements, arrangements and understandings (if any) between the Parties.

3. Scope of the Agreement

1. This agreement covers the recruitment of students to taught courses who are classified by the University as 'overseas students' for fee purposes and as 'full-time' in their mode of study.
2. The scope of the agreement is the full life cycle from lead generation to enrolment.
3. The student must enrol at the University meeting the registration conditions.

4. Interpretation

Prospective Students	refers to those individuals that the Consultant contacts and encourages to apply to the University
Consultant "Services"	Refers to the Education Representative (Agent)
Full-time	One hundred and twenty credit points represent the normal workload for a full-time programme of study in the standard academic year and 180 credits for study across a full calendar year. Normally 60 credit points of study are undertaken in each of the autumn and spring semesters. This amounts to some 36-42 hours of study per week. Programmes of significantly longer duration comprise additional modules, taken during the summer semester. Regulatory framework - Academic Office (ulster.ac.uk)
Confidential Information	means all confidential information (however recorded or preserved) disclosed by a Party or its representatives to the other Party and that party's representatives whether before or after the date of this agreement in connection

with the purposes of this Agreement, including but not limited to any information that would be regarded as confidential by a reasonable business person relating to

- The business, affairs, students, suppliers, or plans of the disclosing party and
- The operations, processes, know-how, designs, trade secrets or software of the disclosing party

5. The Consultant's Obligations

1. Services to be provided by the Consultant

1. To complete the British Council's agents training programme and abide by the 'British Council's Guide to Good Practice for Education Agents'.
2. To commend and promote the courses offered by the University, encourage and assist potential applicants to apply to the courses of the University, and where appropriate, to provide them with guidance on relevant aspects of living and studying in Northern Ireland.
3. To publicise and disseminate as appropriate the information and materials relating to the courses of the University. (See also clause 10.1).
4. To assist prospective students in completing the Application Form as appropriate and in line with the University's normal application procedures and assist in the provision of the relevant documentation in-line with the requirements to meet an unconditional offer - the deadline for receipt of completed application forms with relevant documentation from international students, for taught courses, by the University will be supplied by the University for each cycle. Applications may be accepted after this date where possible and at the University's absolute discretion. Each prospective student must complete all sections of the application form in person.
5. To ensure that the prospective students referred by the Consultant have no criminal convictions.
6. To provide information to assist applicants to obtain a passport, a visa and any other appropriate travel and immigration documentation to enable them to study at the University. However, the applicant retains responsibility for obtaining such documents.
7. To provide the University with adequate notice of students' arrival and to ensure that all relevant and completed accommodation application forms are supplied to the University by the cut-off date specified.
8. To assist the University to solve any possible difficulties arising in the course of students' study and life in the University.
9. To forward to the University a list of students, who come within the terms of section 4 above. All applications referred by the Consultant must bear the unique Identification Number assigned to the Consultant by the University to enable the University to identify those students for whom commission is payable. It is the Consultant's responsibility to ensure that this process is followed. Applications that do not bear the unique Identification Number will not be eligible for commission.

2. Restrictions on staff employed by the Consultant or by agents on behalf of the Consultant to carry out work under the provisions of this agreement

1. Not to describe themselves as the Consultant or as representatives of the University, except as expressly authorised by this agreement, and in particular not to represent themselves as empowered to admit students to the courses or as being able to guarantee enrolment. Any agents or any member of staff employed or engaged by the Consultant that misrepresents the University in any way may face legal action.
2. Pursuant to clause 10.1 IPR and Logo restrictions apply.
3. Not to assign or sub-contract any rights or duties arising under this Agreement without the prior written authorisation of the University.
4. Not to collect or process any fees payable to the University of Ulster.
5. To ensure that the students referred by the Consultant have no criminal convictions.
6. In the context of the University's obligations under the provisions of the General Data Protection Regulations and of the Data Protection Act 2018, to have in place appropriate procedures to protect the personal information of applicants to the University and not to share or transfer such information to any other party.
7. To ensure the reliability of the information about students submitted to the University.
8. Not to use materials of the University for any purpose other than those listed in section 6.1 above, without the written consent of the University.

6. The University's obligations

1. To support the Consultant in its duties under this Agreement and in particular:
2. To make available to the Consultant, free of charge, a supply of promotional materials relating to the courses and course content together with full details of the fee structure, including tuition fees and accommodation fees and upon request, additional promotional material, outside the normal marketing collateral provided for each cycle may be considered. The University will consider contributing to the cost of publicity (development of materials and printing costs) on a case by case basis, after receiving a written rationale and costing from the Consultant.
3. To advise the Consultant of the new courses taught by the University.
4. To refer the Consultant to the University's policies and rules of operation related to the recruitment of students and regulations related to the administration and delivery of courses and make available all other reasonable information and guidance as and when required.
5. To communicate to the Consultant within a reasonable timeframe, the decisions regarding applications.
6. To issue offer letters on behalf of those students referred by the Consultant, who fulfil the requirements for admission.
7. Where applicable to assist and advise students in meeting UK immigration and police registration requirements on and after arrival in Northern Ireland. However, the student shall remain responsible at all times for meeting such requirements.
8. Where applicable to assist and provide information to students in matters relating to health insurance and accommodation on arrival.
9. To guarantee appropriate teaching quality.

10. To pay commission in accordance with the terms of clause 6.1.9 and sections 8 and 9 below.

7. Students in respect of whom commission is payable

1. Commission is payable to the Consultant for the recruitment of students to all University degrees, diplomas and foundation programmes or year in all Faculties of the University that international students are eligible to enrol onto.
 2. Under section 8.1 above, commission will be payable where a student enrolled on an International Foundation Programme (IFP), International Foundation Year (IFY), Undergraduate (UG) course or Postgraduate (PG) course.
- 8.3 Commission will only be paid where a student has paid full fees or committed to a payment plan. If an enrolled student is found to have not met his or her requirements as part of a payment plan, commission maybe withheld until the students account is not in debt recovery.
- 8.4 At the end of each cycle, Agents will be provided with a timeline for submitting claims and the process to receive commission payable. Commission is only payable for students who have registered and met their fee requirements within the previous 12 months intake. It is the agent's responsibility to submit claims within a timely manner.
- 8.5 Commission will be withheld if any documentation submitted is found to be fraudulent until valid documentation is provided.
3. Commission is payable for the recruitment of students who attend the University as international fee-paying.
 4. Commission is not payable for any student who is eligible for and pays home fees as defined by current policy of the Government of the United Kingdom, in line with Clause 4.1.
 5. The University will not pay commission for students who register for programmes but subsequently permanently withdraw (deregister) and receive a full refund of tuition fees.
 6. In the case of deregistration from a course by a student during the term of the course, the University will pay commission only on the proportion of tuition fees retained by the University, in line with the University's Tuition Fees Refund Policy.
 7. The commission shall only be payable upon the provision of an invoice by the Consultant, providing details of the students recruited through the Consultant to the University as stated in section 8.2.
 8. This agreement covers only commission to be paid on those students enrolling at Ulster University Northern Ireland Campuses, specifically Belfast/Jordanstown, Coleraine and Magee (Derry/Londonderry).

8. Commission & Payment

1. The University will pay commission to the Consultant as set out in the Annex to this Agreement.
2. The University will aim to pay commission to the Consultant as soon as it has been verified that specified fees have been paid in full. In the case of students who opt to pay fees by instalments in line with the University's Tuition Fees Payment policy, the University will aim to pay commission to the Consultant at the end of the cycle as stated in section 8.2 of the academic year as appropriate based on the tuition fees received.
3. The Consultant must submit invoices for commission to the University at the end of the cycle as per time frame guidance issued by the University, where payment is being made by instalments. Payment cannot be processed outside of the stated time frame.

9. Intellectual Property Rights 'IPR' and Logo

1. No party to this agreement shall use the name, crest or insignia of the other in any press release, publication, form of advertising, marketing material or the internet without the prior written consent of the other. Especially the Consultant will not use any promotional material other than that expressly approved by the University.
- 10.2 Any IPR owned by either Party at the time this agreement starts shall remain the property of that Party and no rights shall be created in the IPR for the other Party. For the avoidance of doubt, this agreement shall create no licensed rights in respect of either Party's IPRs. In the event that any Intellectual Property Rights are created in the course of this Agreement, these shall be owned by the University and the Consultant shall ensure that it executes all documents necessary to affect such ownership.
- 10.3 Neither party has the right to include the other in any marketing or publicity materials, statements or campaigns without obtaining prior written consent from the other Party

10. Confidentiality

- 11.1 Each Party undertakes that it shall not at any time during this Contractual Agreement, and for a period of three years after termination of this Agreement, disclose to any person any Confidential Information of the other party, except as permitted by Clause 11.2
- 11.2 Each party may disclose the other party's Confidential information:
 - To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause and
 - As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 11.4 The Parties shall comply with all applicable laws and regulations within the governing law jurisdiction of this agreement, including but not limited to those relating to anti-bribery and anti-corruption such as the UK Bribery Act 2010.

11. Indemnity

- 12.1 Without prejudice, the University shall not be liable to the Consultant in respect of any losses, damages or fines howsoever arising and in connection with that attributable to the acts or omissions of the Consultant, its agents, employees, officers, representatives or advisers

12. Liability and Insurance

- 13.1 Without prejudice, the University's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the amount of the commission for the Services which remain unpaid.
- 13.2 Neither party excludes or limits its liability for death or personal injury resulting from its negligence or its fraudulent misrepresentation unless limited by law

13. Miscellaneous

1. Joint Business partnership clause

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

14.2 Rights and Remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.3 Warranty

Each of the parties warrants it has the power to enter into this Agreement.

14.4 Whole Agreement

Each party acknowledges that this Agreement contains the whole and exclusive terms of the agreement between the parties, without relying upon any oral or written representation made to one party by the other, or by each party's employees.

14.5 Force Majeure

14.5.1. If either party is affected by Force Majeure in the event of national emergency, war, emergence of unforeseen governmental regulations or any other cause beyond the reasonable control of the parties, it shall immediately provide the other party with details in writing and keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

14.5.2. If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.

14.5.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance or non-performance of any its obligations due to Force Majeure.

14.5.4 It is acknowledged and agreed that any termination of this Agreement pursuant to a Force Majeure, shall be bound by the provisions of clauses 14.8 and 14.9.

14.6 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not represent a waiver of these conditions nor a waiver of the right at any subsequent time to enforce all terms and conditions of this Agreement.

14.7 Amendment

The terms of this agreement may be amended from time to time by written agreement between the parties.

14.8 Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.9 Termination for Convenience

Either party may terminate this Agreement by giving three months written notice to the other party.

14.10 Termination for Cause

Either Party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- the other party materially breaches this Agreement and where such breach is capable of being remedied (Clause 14.12), fails to remedy such breach within sixty (60) calendar days of its receiving written notice from the non-defaulting Party requiring remedy.
- the other Party repeatedly breaches any of the terms of this Agreement as to reasonably justify the opinion that its conduct is inconsistent with it having the intention to give effect to the terms of this Agreement.
- Either Party may terminate this Agreement immediately upon written notice if the other Party under any applicable system of law: (i) makes a composition with its creditors; (ii) becomes the subject of any proceeding (whether voluntary or involuntary) for its winding up or for the appointment of a liquidator or receiver; (iii) is adjudicated to be insolvent; (iv)

becomes unable to pay its material debts as they become due or (v) has an administrator appointed; or if (vi) at any time it is unlawful for a Party to perform any of its obligations under this Agreement; or (vii) the other Party ceases or threatens to cease to carry on the operations customarily carried on by it to the extent relevant to this Agreement.

14.11 Consequences of Termination

On termination of this agreement, the Consultant shall

- immediately return, destroy or otherwise deal with any Confidential Information as defined by the University, inclusive of name and logo, intellectual property rights and payments due and owing.
- All licenses granted pursuant to this Agreement shall terminate
- The provisions of clauses 10 (IPR), 14.10, 14.11 (Termination), 11 (Confidentiality), 13 (Liability and Insurance) and 14.12 Settlement of Disputes and 14.15 (Jurisdiction) will remain in full force and effect.

14.12 Settlement of Disputes/Remedies for breach

The parties shall attempt to resolve in good faith through mutual and amicable discussion any dispute arising between them out of the operation of this Agreement (within a 60-day period). If the dispute cannot be resolved informally, it shall be referred to a senior post-holder within each institution. Failure of which any such disputes shall be referred to an independent arbitrator, mutually appointed and agreed upon by both parties, whose decision shall be considered final settlement of the dispute. In the event that an arbitrator cannot be agreed upon, then the Parties may refer the dispute to the courts with relevant jurisdiction as provided within clause 14.15.

14.13 Notices

Any notices or other communications required or permitted under the Agreement shall be in writing.

14.14 Final Decision

The University reserves the right to retain absolute discretion in respect of accepting or rejecting any applicant for its courses.

14.15 Jurisdiction

The interpretation, construction, effect and enforceability of this agreement shall be governed by the laws of Northern Ireland and the parties agree to submit to the non-exclusive jurisdiction of the Northern Ireland Courts.

Signed on behalf of **University of Ulster**:

Signature: _____ Date _____
Paul Quinn, Assistant Director and Head of Global Recruitment and

Engagement
Signed on behalf of:

Signature: _____ Date _____

ANNEX

Ulster University reserve the right to revise commission structure and will inform agents within 9 months of an implemented change.

Commission on an **international undergraduate** student:

- o 15% commission on the gross fee
- o An additional £1,500 bonus per student
- o A **5% commission** on the gross fee upon the student entering their **second year**.

Commission on an **international postgraduate** student:

- o 15% commission on the gross fee
- o An additional £1,000 bonus per student

Commission on an **international PhD** student (applicable to fee paying only):

- o 15% commission on the gross fee (applies to first year fee only)
- o An additional £1,000 bonus per student

Additional volume commission incentive applicable to international undergraduate, postgraduate and PhD (fee paying only) based on number recruited:

- ♣ 15% commission on the gross fee based upon recruiting up to and including 5 students
- ♣ 17.5% commission on the gross fee based upon recruiting up to and including 10 students. The higher rate will only be paid on the additional students, i.e. between 6-10.
- ♣ 20% commission on the gross fee based upon recruiting more than 10 students. The higher rate will only be paid on the additional students, i.e. 11 and over.



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