

International Recruitment Agent Contractual Agreement

DATE: **XXXX**

PARTIES:

1. "The College": Sparsholt College Hampshire, Westley Lane, Sparsholt, Winchester SO21 2NF

2. "The Agent": (Full name of Agent): 'a company incorporated and registered in [country of incorporation] with [insert company details as required by local law]'

RECITALS:

- A. The College wishes to promote its educational services to potential students normally resident outside the UK.
- B. The Agent has extensive marketing experience in the field of educational services and is willing to act as a marketing representative of the College in this regard on the terms set out below.

OPERATIVE PROVISIONS:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Academic Year"	defined by the term dates of the College as listed on the College's own website
"Contractual Year"	means the period of twelve months commencing the date of this agreement.
"Educational Services"	means the full time courses of study offered by the College.
"Enrolled Student"	means any student who completes the enrolment process with the College for a full-time course of study referred by the Agent. In accordance with the notification process in clause 4.8
"Net Tuition Fee"	This is the tuition fee paid to the College by the student. This net tuition fee is the final result after any deductions made by the College such as discounts or scholarships or similar have been made.
"Territory"	The country, area or region in which the agent operates and has a physical presence (such as an office).

2. Governing Law

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales, and each party hereby submits to the non-exclusive jurisdiction of the Courts operating under these laws (England and Wales).

3 Appointment of the Agent

- 3.1 The College hereby appoints the Agent as its non-exclusive marketing representative to assist the College in the marketing and promotion of its Educational Services in the agent's Territory. The Agent hereby agrees to act in that capacity subject to the terms and conditions of this Agreement.
- 3.2 The College will remain free to market and promote its Educational Services directly or indirectly (and each element thereof) without the involvement of the Agent.
- 3.3 The College reserves the right at any time to exclude any course from the Educational Services. The College will take all reasonable steps to offer an alternative course, where possible.

4 The Agent's duties

- 4.1 The Agent will market and promote the College's Educational Services with due care and diligence, and seek to project the image of the College and improve the College's reputation in the Territory. The Agent will comply with all reasonable and lawful instructions of the College, from time to time concerning the marketing of the Educational Services in the Territory, to act within the limits of its authority and generally to carry out its agency in such manner as it thinks best to promote the interest of the College. The Agent will act conscientiously and in good faith towards the College.
- 4.2 The Agent shall comply with all the provisions of the College's International Recruitment Agent Policy.
- 4.3 The Agent shall, within 30 days of the end of each month, notify the College in writing of all applications received from potential students for whom the Agent will anticipate receiving a commission payment from the College.
- 4.4 The Agent shall keep the College fully informed, via e-mail of its marketing and promotional activities, and all translated materials must be approved by the College before publication online or in print.
- 4.5 The Agent shall immediately inform the College of any complaint or actual or threatened legal proceedings concerning the College. The Agent shall not without prior reference to the College (and then acting only on the College's express instructions) on behalf of the College take part in any dispute or commence or defend any court or other dispute proceedings or settle or attempt to settle or make any admission concerning any such proceedings.
- 4.6 The Agent shall be responsible for advising the College of, and assisting the College with obtaining, any licences, permits and approvals which are necessary or advisable in the Territory and otherwise for the marketing and promotion of the Educational Services.
- 4.7 The Agent shall comply with all applicable laws and regulations in the Territory and otherwise relating to the marketing and promotion of the Educational Services
- 4.8 The Agent shall submit to the College an invoice in respect of referred students as soon as possible after the commencement of the Academic Year in which the student registers.
- 4.9 Following guidelines provided by the College, the Agent will undertake an initial review of any application made by a student to determine whether that application may meet the entry requirements of the College.
- 4.10 The Agent will:
 - 4.10.1 The Agent will ensure that it will only submit applications from students who will meet UKVI regulations and comply with all UK Immigration Rules. The Agent shall ensure that recruitment is compliant with current UKVI regulations and guidelines, and the

agent will undertake all training and research necessary to keep abreast of the UKVI guidelines and regulations. The Agent will fully assist and cooperate with the College in ensuring that enquiries from the UKVI are dealt with swiftly and efficiently

- 4.10.2 The Agent will understand that the College will monitor the performance of the Agent with regard to the number of visa refusals, the number of students who fail to enrol or complete the course; and that the College will issue one formal written warning and/or terminate its agreement with the agent if it does not meet the College's standards in these areas.
- 4.11 The Agent shall comply with the following **Code of Professional Standards and Ethics**:
- 4.11.1 The Agent shall, at all times, conduct itself with integrity and in a manner that will contribute to the positive image of the College as a reliable and trustworthy provider of high quality education and training.
- 4.11.2 The Agent shall promote itself in a professional and ethical manner and shall ensure that its marketing activities reflect best practice.
- 4.11.3 The Agent shall promote itself fairly and without recourse to unfavourable or negative comparisons of other institutions, with the College or otherwise employing unfair or unprofessional practice to damage the interests of other institutions.
- 4.11.4 The Agent shall be honest in communicating information about itself and the College in published, oral or any other form. They shall not knowingly or by a failure of professional standards provide or disseminate false, incomplete or misleading information.
- 4.11.5 The Agent shall act, at all times, in the best interests of students in relation to the College and shall offer counselling and advice to achieve this.
- 4.12 The Agent shall not:-
- 4.12.1 Use any advertising, promotional or selling materials in relation to the College except those supplied or approved in writing by the College.
- 4.12.2 Engage in any conduct, which, in the reasonable opinion of the College, is likely to be prejudicial to the College's business, educational reputation or the marketing of the Educational Services generally.
- 4.12.3 Present itself, or permit any person or persons to present themselves, as being authorised to bind the College in any way.
- 4.13 The Agent shall:
- 4.13.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 4.13.1 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 4.13.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;
- 4.13.4 promptly report to the College any request or demand for any undue financial or other advantage of any kind received by the Agent in connection with the performance of this agreement;

- 4.13.5 immediately notify the College in writing if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Agent and the Agent warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement;
- 4.13.6 within 3 months of the date of this agreement, and annually thereafter, certify to the College in writing signed by an officer of the Agent, compliance with this clause, by the Agent and all persons associated with it under clause 4.14.7. The Agent shall provide such supporting evidence of compliance as the College may reasonably request.
- 4.13.7 Ensure that any person associated with the Agent who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Agent in this agreement. The Agent shall be responsible for the observance and performance by such persons, and shall be directly liable to the College for any breach by such persons of any of the Relevant Terms.
- 4.14 Breach of this clause shall be deemed a material breach:-
- 4.14.1 For the purpose of this clause the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause **(9.3.1)**, a person associated with the Agent includes [but is not limited to] any subcontractor of the Agent.

5. The duties of the College

- 5.1 The College shall, at its own expense, supply the Agent with a reasonable quantity of the College's student application forms and such promotional literature and information as the Agent may require for the purposes of counselling students appropriately and accurately in relation to the College.
- 5.2 The College reserves the right, in its absolute discretion to reject any potential student notified or introduced to it by the Agent. All such decisions are solely the responsibility of the College.
- 5.3 The College will provide appropriate training and guidance to Agents to support them in discharging their duties and responsibilities

6. Financial Provisions

- 6.1 In consideration of the duties undertaken by the Agent, and subject to other provisions of this clause 6, the College shall subject to the Agent performing its obligations under this Agreement, pay the Agent a commission of **XX%** of the Net Tuition Fees received by the College in respect of each Enrolled Student in the first year of their attendance at the College. A net tuition fee means the fee paid by the student to the College after any prompt payment discounts, which may include scholarship and related payments (such as Alumni discounts and early payment discounts).
- 6.2 Commission payments (described in 6.1 above) shall be payable in Sterling by the College within 30 days of the receipt of invoice subject to the student having completed the enrolment process and having paid the tuition fees in full
- 6.3 Commission will only be payable to the Agent in respect of students recruited to courses delivered by the College in Sparsholt who are paying the international rate of fees.
- 6.4 All sums payable under this Agreement are inclusive of any value added tax or other applicable tax and duties.

6.5 Commission is not payable on courses where the student is making a standard progression. Commission is payable when the student progresses from an undergraduate course to a postgraduate course, but not when the student progresses from year 1 or 2 of a degree onto year 2 or 3 of a course.

7. Confidentiality

7.1 The Agent shall keep strictly confidential at all times except as permitted in clause 7.3 (not disclose to any third party) any information relating to the Educational Services or to the affairs and business of the College.

7.2 The agent shall not disclose information about applicants or students to any third party for any reason.

7.3 The Agent may disclose the confidential information:

(a) to its employees, officers, representatives, and advisors, which need to know such information for the purposes of carrying out the party's obligations under this agreement. The Agent shall ensure that its employees, officers, representatives, and advisors comply with this clause 7.

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The College should be notified immediately of any such requirement.

8. Ownership

8.1 All intellectual property rights arising from carrying out the contract shall become the property of the College unless agreed in writing.

The Agent accepts that:

(a) It is only permitted to use the intellectual property for the purposes of and during the term of this agreement and only as authorised by the College in this agreement;

(b) other than to that extent, it has and shall have no right to use or to allow others to use the intellectual property or any part of it. It shall not seek to register any intellectual property on behalf of the College without the College's express consent;

(c) it shall not use any trademarks, trade names or get-up which resemble the College's trademarks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public;

(d) it shall not do or omit to do, or authorise or permit any third party to do or to omit to do, anything which could invalidate or be inconsistent with the intellectual property; and

(e) it shall include a statement in any advertising material and promotional literature produced by or for it in connection with the marketing and promotion of the Educational Services as to the ownership of any relevant intellectual property used or referred to therein.

9. Duration and Termination

9.1 This Agreement shall commence on the date given on page 1 of this agreement, and shall continue in force for a period of 2 years.

9.2 Without affecting any other right or remedy available to it either party shall be entitled to terminate this Agreement forthwith by giving to the other not less than 90 days' notice in writing (couriered letter, email or fax).

- 9.3 Without affecting any other right or remedy available to it The College shall be entitled to terminate this Agreement immediately by written notice to the Agent if at any time:-
- 9.3.1 The Agent commits any breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days' of receipt of written notice requiring the breach to be remedied.
- 9.3.2 The Agent's company is liquidated, or otherwise becomes insolvent, or the Agent cannot pay their debts.
- 9.4 Termination of this Agreement shall be subject to any rights and remedies, obligation or liabilities either party may have under this Agreement or in law.
- 9.5 Within 30 days of termination of this Agreement, the Agent shall return to the College all promotional literature, information and other material relating to the Educational Services.
- 9.6 The Agent shall have no claim against the College for compensation for loss of agency rights, loss of goodwill or any similar loss, except in respect of commission payments, which are due to the Agent. On termination the Agent will cease to promote, market, advertise the educational services. The agent will cease to describe itself as an agent of the College and cease to use all trade-marks, trade names and brand names of the College

10. Notices

- 10.1 Any notice required to be served shall be in writing, and shall be served by couriered letter, email or fax to the other party at the address stated in this Agreement.
- 10.2 Any notice sent by courier post shall be deemed to have been served 14 days after despatch. In providing service of the notice, it will be sufficient to prove that such notice was recorded by the courier.

11. General

- 11.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or the relationship of employer and employee between the parties.
- 11.2 This Agreement contains the entire agreement between the parties with the respect of the subject matter and supersedes all previous agreements and understandings between the parties whether written or oral, relating to the subject matter.
- 11.3 If any provision of this Agreement is held by any Court or other competent authority to be void or unenforceable in whole or in part, the other provisions within this Agreement shall continue to be valid.
- 11.4 This Agreement may not be modified except by a written request, which is agreed and signed by both parties. A new Agreement will be issued if any modifications are agreed in writing.
- 11.5 The Agent shall not assign, transfer, charge or in any way make over or purport to assign, transfer, and charge or make over this Agreement or its rights and/or obligations hereunder.
- 11.6 The Agent may use the services of sub-agents provided that:
- 11.6.1 the terms of the Agent's arrangements with the sub-agents shall be in writing and the Agent shall, on the request of the College, produce a copy of the agreement with each sub-agent to the College;
- 11.6.2 the agreement entered into by the Agent with sub-agents shall contain terms compatible with this Agreement and no less protective to the College than this Agreement;
- 11.6.3 the Agent shall immediately notify the College in writing of the name and address of

each sub-agent with whom an agreement is entered into and shall provide to the College such other information as the College may reasonably request from time to time in relation to the sub-agent;

11.6.4 the acts and/or omissions of each sub-agent shall for the purposes of this agreement be deemed to be the acts and/or omissions of the Agent.

11.7 This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English Law.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

SIGNED BY: _____
The Principal of Sparsholt College

DATED: _____

Duly authorised for and on behalf of Sparsholt College Hampshire.

SIGNED BY: _____

DATED: _____

Duly authorised for and on behalf of **the Agent**

ENDS.