Policy and Procedures for the Use of Agents in Promotion, Marketing and Recruitment
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Introduction

The University may, in appropriate circumstances, decide to use agents for the purposes of promotion, marketing and recruiting international students to study programmes leading to Newcastle awards.

Agents may be defined as third parties contracted by the University to fulfil certain agreed functions, normally in relation to the publicity and marketing of programmes and the recruitment of prospective students. In contracting with such agents, the University recognises that it is ultimately responsible for the academic standards of awards made in its name, and that the use and activities of agents must be compatible with the effective discharge of that responsibility. The purpose of this paper is to set out the University’s policy, procedures and requirements in relation to the use of agents.

Policy

The University’s policy is:

(i) That it will only consider appointing agents who have appropriate standing within local educational communities, sound financial standing, the legal status to contract binding agreements, and an appropriate understanding of the UK higher education system

(ii) That it will only negotiate arrangements with agents which are compatible with the effective discharging of its responsibilities for the academic standards of awards

(iii) That it requires that these arrangements are set out in a legally binding agreement valid for three years

(iv) That, during the three-year period, it will monitor the conduct of the agent and, if it perceives that the terms of the contract have been breached, require remedial action to be taken or, in the case of serious breaches, terminate the contract

(v) That, at the end of the three-year period, it will conduct a full review of the agency leading to a recommendation about whether the agreement should be continued or terminated.

Procedure and Requirements

Procedures and requirements cover (1) the selection of agents (2) negotiation of arrangements (3) legally-binding agreement or contract (4) arrangements for monitoring and (5) arrangements for review.
1 The Selection of Agents

A prospective agent may offer his or her services, be recommended, or otherwise identified by the University. In order to consider the use of such an agent, the University requires that:

(i) the prospective agent should have appropriate standing with the local educational community

(ii) the prospective agent should be financially sound

(iii) the prospective agent should have the legal status to contract with the University

(iv) the prospective agent should have a knowledge and understanding of UK higher education

These matters should be fully investigated by the Director of the International Office (or nominee) who should seek information from local government offices and agencies, UK government offices and agencies based in the country, other HE institutions for which the prospective agent may worked, and the prospective agent.

On the basis of these investigations, the Director should prepare a report on the prospective agent.

The report should be submitted to the Pro-Vice-Chancellor with responsibility for learning and teaching. He or she should consider the report in the light of the requirements and decide whether to proceed with the appointment procedure.

2 Negotiation of Arrangements with Prospective Agents

Where the Pro-Vice-Chancellor authorises the procedure to continue, the Director of the International Office or nominee should negotiate arrangements with prospective agents. These should cover the obligations of the agent and restrictions upon their conduct, the obligations of the University, arrangements for monitoring, commercial arrangements, financial arrangements, procedures for terminating the agreement, arbitration, and matters of legal jurisdiction.

2.1 The Obligations of the Agent

The obligations of the agent include:

(i) to promote and market the University and its courses within an agreed and defined geographical area

(ii) to secure appropriately qualified candidates for the University's programmes

(iii) to advise such candidates on how to apply
(iv) to follow the University's policies and practices in relation to international students, including policies in relation to Codes produced by UK higher education bodies

(v) to visit the University at least once every two years and familiarise themselves with the courses available and to discuss matters of mutual concern with officers of the University and with appropriate members of the academic staff

(vi) to inform the University immediately of any change in management or control, financial position, or personnel

(vii) to conduct themselves at all times in ways that reflect credit upon the University

2.2 Restrictions on the Agent

Restrictions include:

(i) agents must not publish any advertisement or promotional material which refers in any way to the University without its prior approval

(ii) agents must not misrepresent the University or misuse its identity or visual device

(iii) seek or accept payment from potential students for services, unless the University has agreed to the charging of fees for specific services

(iv) not to delegate duties or obligations unless expressly approved to do so by the University

(v) not to misrepresent their personal position, and in particular not to represent themselves as capable of admitting students to the University's courses

(vi) not to conduct their activities in any venue which the University considered unsuitable

(vii) not to enter into negotiations or contracts or bind the University in any way

2.3 The Obligations of the University

The University's obligations are:

(i) to make an adequate supply of approved promotional materials available as well as details of the fee structure

(ii) to advise the agent when courses are filled or capacity limited

(iii) to advise the agent promptly of any new or additional courses or of any substantial variation in the syllabus for a course

(iv) to record and notify the receipt of all applications prior to forwarding them to the Admissions Office for processing
(v) to deal promptly with enquiries from the agent
(vi) to send members of University staff on a number of occasions annually to be agreed with the agent to support the latter's work in promoting the University and advising potential applicants

2.4 Arrangements for Monitoring

Monitoring will be undertaken by the International Office, and include both annual reviews of the agency and regular visits to the agent by the Director of the International Office (or nominee).

2.5 Commercial Arrangements

The commercial arrangements will include the setting of annual targets for recruitment and an annual marketing plan for advertising and promotional activities.

2.6 Financial Arrangements

Financial arrangements will include rate of payment, basis of payment, currency of payment, and budgets for promotion.

2.7 Termination Arrangements

The University reserves the right to terminate the agreement in the event of it being breached by the agent, the latter engaging in conduct which is prejudicial to the University or to the reputation of UK higher education, the insolvency of the agent, a change in management or control without the consent of the University, or the death or incapacity of an agent.

2.8 Arbitration Arrangements

Disputes arising from agreements may be referred for arbitration to a single arbitrator to be nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

2.9 Legal Jurisdiction

The University insists that the agreement is governed by English law and that any proceedings arising out of it should be brought in England, but that it may, if necessary, pursue proceedings in any jurisdiction it thinks appropriate.

3 Legally-Binding Agreement or Contract

Once arrangements have been negotiated with an agent, they should be embodied in a legally-binding agreement or contract. The contract should be signed by the Pro-Vice-Chancellor responsible for the quality of teaching and learning on behalf of the University and by the agent, and in both cases the signatures should be independently witnessed.
4 Register of Approved Agents

Once the contract has been concluded, the agency may be entered on the University’s Register of Approved Agents. The information held on the Register includes:

(i) the name and address of the agent

(ii) the date of the formal agreement of the contract and the date on which it will end

5 Procedures for Monitoring

The International Office will monitor the activities of the agent. At regular intervals during the course of the contract, the agent will be visited by the Director of the International Office (or nominee). He or she will assess whether the agent is fulfilling the terms of the agreement.

In the event of a perceived breach of obligations or of restrictions, the Director will notify the agent and require remedy within fourteen days. If a remedy is not forthcoming, the Director will prepare a report for the Pro-Vice-Chancellor responsible for learning and teaching who may terminate the agreement, following which the name of the agent will be removed from the approved register.

6 Procedures for Review

At the conclusion of the contract, the agreement will be subject to formal review. The review will seek to establish:

(i) whether the agent retains the status within the educational community, financial standing, and legal status to be re-appointed

(ii) whether the agent will continue to be able to discharge their obligations and abide by restrictions

The review will be conducted by the Director of the International Office (or nominee) who should consult with the various bodies and persons identified in Section 1 above.

The Director should prepare a report for the Pro-Vice-Chancellor with responsibility for learning and teaching who will then decide whether or not the contract should be renewed and the agent’s name allowed to remain on the register.