

Technological University Dublin



and

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DRAFT

STUDENT INTRODUCTION AGREEMENT

THIS AGREEMENT is made on the _____ (the “**Agreement**”)

BETWEEN:

(1) **TECHNOLOGICAL UNIVERSITY DUBLIN**, having its place of business Park House, Grangegorman, 191 North Circular Road, Dublin D07 EWW4, Ireland, (the “**University**”) of the first part; **AND**

having its place of business at [Click here to enter text](#).the “**Introducer**”) of the other part.

RECITALS:

- (A) The University provides educational services to undergraduate and postgraduate students in Dublin, Ireland and is open, in principle, to students enrolling in Programmes made available by the University.
- (B) The Introducer provides a consultancy service whereby students who live outside the European Economic Area are advised of the University’s educational services and entry requirements, and are facilitated in making valid applications to the University and to the immigration authorities of Ireland.

I. Interpretation

- I.1 “Academic Year” means the period from 1 September to 31 August in any given year (or, as applicable, any revised academic year notified by the University to the Introducer from time to time).
- I.2 “Application Form” means the application form submitted to the University by the Introducer in relation to the performance of the Introductory Role.
- I.3 “Bridging Programme” means an educational programme through which a Student will not be entitled to receive a Major Award or Minor Award, the successful completion and passing of which allows a Student to enter an Undergraduate Course or Postgraduate Course.
- I.4 “Code of Conduct” means the University’s code of conduct referred to in Appendix I (as may be updated or replaced by the University from time to time in accordance with clause 2.5).
- I.5 “Commencement Date” means the date that this Agreement is signed by both parties.
- I.6 “Commission” has the meaning given to it in Appendix IV (Rate of Remuneration) and includes, if applicable (and at the discretion of the University), the Incentive Payment.
- I.7 “Course” means any taught educational programme, approved for receiving international students by the Department of Justice & Law Reform, provided by the University in accordance with its regulations and entry requirements, to the successful completion and passing of which results in a Major Award at level 6, 7, 8, or 9.
- I.8 “Fee” means the total money payment actually received in cleared funds by the University for a Student’s First Year (and excludes the money paid in respect of any subsequent year) in consideration for enrolment in a Programme.
- I.9 “Final Registration Date” means, as applicable, 31 October for Semester 1 claims or 28 February for Semester 2 claims, or such other dates notified by the University to the Introducer from time to time.
- I.10 “First Year” means the first year of a Student’s enrolment in either a Course or a Pathway Programme, as applicable. For the avoidance of doubt, First Year may refer to any year in the academic progression of a Course or a Pathway Programme, provided this is the first year of the Student’s enrolment in that Course or a Pathway Programme, as applicable.
- I.11 “Foundation Programme” means an educational Programme through which a Student may receive a level 6 Minor Award, the successful completion and passing of which allows a Student to apply for enrolment in an Undergraduate Course in accordance with the University’s regulations and entry requirements.
- I.12 “Incentive Payment” has the meaning given to it in Appendix IV.

- I.13 “Introductory Role” means the Introducer doing one or more of the following:
- I.13.1 informing Students about the University’s educational services and entry requirements;
 - I.13.2 assisting Students in making valid applications to the University for Programmes; and
 - I.13.3 assisting Students in making valid applications to the immigration authorities of Ireland.
- I.14 “Major Award” has the meaning given to it in the National Framework of Qualifications (as amended from time to time).
- I.15 “Minor Award” has the meaning given to it in the National Framework of Qualifications (as amended from time to time).
- I.16 “National Framework of Qualifications” means the single national entity through which all learning achievements may be measured and related to each other, and managed by QQI (www.qqi.ie), as updated from time to time and currently available at: www.nfq.ie (or, if applicable, any replacement for such framework).
- I.17 “Pathway Programme” means either a Foundation Programme, a Bridging Programme or both, as applicable.
- I.18 “Postgraduate Course” means a Course that, if successfully completed and passed, may lead to, in accordance with the University’s regulations and entry requirements, a level 9 Major Award.
- I.19 “Programme” means either a Course, a Pathway Programme or both, as applicable.
- I.20 “Regulations” mean the European Union (Award of Public Authority Contracts) Regulations 2016.
- I.21 “Student” means any person who may apply to the University for enrolment in a Programme through the office of the Introducer, as recorded in the student’s application to the University and who, at the time of their application to the University, lives outside of the European Economic Area, and:
- i. in the case of a person applying for enrolment in a Pathway Programme, has not been previously enrolled in a Pathway Programme; or
 - ii. in the case of a person applying for enrolment in a Course, has not been previously enrolled in a Course.
- I.22 “Term” means the period starting on the Commencement Date and ending on the date on which the Agreement terminates pursuant to clause 6.
- I.23 “Undergraduate Course” means an undergraduate Course that, if successfully completed and passed, may lead to, in accordance with the University’s regulations and entry requirements, a Major Award at either a level 6, 7, or 8.
- I.24 In this Agreement: (i) any words following the terms “including”, “in particular”, “for example” or any similar expression, are illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms but may expand them; and (ii) a reference to a statute or statutory provision is a reference to it as amended or replaced from time to time and also includes any subordinate legislation made from time to time under that statute or statutory provision.
- I.25 A reference to writing in this Agreement includes email, except for the purpose of its execution.
- I.26 The Application Form together with any clarifications submitted in accordance with the Application Form will form part of this Agreement (except that no part of the Application Form imposes any legal obligations on the University). In the event of a conflict or inconsistency between those documents, the provisions of this Agreement shall prevail.

2. Appointment

- 2.1 The Introducer warrants and represents that the information set out in its Application Form is accurate, complete, up-to-date, true and representative in all respects.
- 2.2 The University hereby grants the Introducer the right on a non-exclusive basis to perform the Introductory Role during the Term.
- 2.3 The Introducer is under no direct or indirect obligation to perform the Introductory Role to the University at any stage during the Term and may decide not to do so. If the Introducer elects to perform the Introductory Role, it must comply with the terms of this Agreement including, in particular, clause 4 (The Introducer’s Obligations).

- 2.4 The University reserves the right from time-to-time, on written notice to the Introducer:
- (a) to change the entry requirements, content, duration or other aspects of a Programme;
 - (b) to discontinue any Programme; and/or
 - (c) to alter the policies and regulations of the University.
- 2.5 The University has the right to update or replace the Code of Conduct from time-to-time without prior written notice to the Introducer. Any new versions of the Code of Conduct will be published on the University's website and the Introducer must frequently check the website to ensure that it is familiar with the most recent version of the Code of Conduct.
- 2.6 The Introducer's performance under this Agreement is subject to review by the University in December of each year (unless the University decides not to do a review in a given year).

3. The University's Responsibilities

- 3.1 The University may provide the Introducer with necessary materials, documentation and other information that it generally provides to introducers performing a similar role.
- 3.2 The University will generally notify in writing or by email any Student introduced by the Introducer who is successful in securing a place on a Programme. Such confirmation of a successful application typically includes details of tuition fees (including the Commission payable to the Introducer), Programme details and relevant dates.
- 3.3 On receipt of the Fee from a Student, the University generally issues written confirmation of receipt of same to that Student.
- 3.4 If a Student wishes to transfer to another Programme before completing the Programme in which that Student first enrolled, or wishes to withdraw from studies at the University during the course of a Programme, the then current form of policies and regulation of the University will apply.

4. The Introducer's obligations

- 4.1 Throughout the Term, the Introducer must:
- 4.1.1 comply at all times with the Code of Conduct and the London Statement (Appendix I);
 - 4.1.2 comply at all times with applicable laws;
 - 4.1.3 maintain at least the level of certification specified in the Introducer's Application Form;
 - 4.1.4 immediately notify the University in writing if it loses or otherwise ceases to hold the level of certification specified in its Application Form;
 - 4.1.5 maintain any licence, consent, permission, approval or similar to operate as an Introducer which is required (whether as a matter of law, custom, practice or otherwise) in the country in which the Introducer operates (if applicable); and
 - 4.1.6 comply with and discharge all tax liabilities applicable to the Introducer and, on request by the University, provide an Irish tax clearance certificate or statement of suitability.
- 4.2 If the Introducer elects to perform the Introductory Role under this Agreement, it must:
- 4.2.1 devote its best efforts to promote and market the Programmes offered by the University, and to assist Students in the application procedures for any Programme offered by the University;
 - 4.2.2 conduct the promotion and marketing of the University's Programme with all due care and diligence and having the utmost regard for the name, brand and reputation of the University and its Programmes and the wellbeing of Students;

- 4.2.3 treat all Students honestly and in good faith and comply with any contractual or other obligations owed to such Students;
- 4.2.4 cultivate and maintain good relations with Students in all its dealings concerning the University;
- 4.2.5 assist Students in the Programme application process in accordance with the instruction, policies and requirements of the University from time to time;
- 4.2.6 co-operate fully with the University in ensuring the proper enrolment of any Students who have succeeded in obtaining a place on a Programme;
- 4.2.7 provide, upon request, written evidence that a Student has attained a recognised level of proficiency in the English language at a level required by the University;
- 4.2.8 not accept from Students payment of any monies payable by Students to the University;
- 4.2.9 not disclose to any other party any confidential or secret information concerning the business or the affairs of the University;
- 4.2.10 not produce marketing material for or in respect of the University or its Programmes or use the University's name, logo or trade marks on any marketing material without the prior written consent of the University, except as expressly set out otherwise in this Agreement;
- 4.2.11 not, without the University's prior written consent, make or give any representations, warranties or other promises concerning the University or Programme which are not contained in the University's standard marketing material;
- 4.2.12 not hold itself out or permit any person to hold itself out as, or otherwise give the impression that it is, authorised to bind the University in any way, and must not do anything that might reasonably create the impression that the Introducer is so authorised (including in respect of any Student's application to a Programme, save in accordance with this Agreement); and
- 4.2.13 not accept, seek or solicit any fee, payment or reward from Students (or any person connected to the Student such as relation, friend or sponsor) who apply for a place with or are accepted for enrolment by the University.
- 4.3 In the event of a change in the ownership or control or contact details of the Introducer, it must notify the University in writing as soon as practicable.
- 4.4 The Introducer is permitted to display the logo of the University on its website, and other publicity material during the Term but only subject to and in accordance with the University's "Brand Identity Guidelines" (as updated from time to time) published on the University's website. The Introducer must immediately remove them on termination of this Agreement.

5. Remuneration

- 5.1 Subject to the provisions set out in Appendix III, the University shall pay the Introducer a Commission on the successful enrolment in a Programme of each Student whose successful application to the University is demonstrated to have been facilitated by the Introducer. If there is a dispute regarding whether the Introducer facilitated a successful application, the University's decision is final and binding.
- 5.2 The Commission will only be paid by the University after the Final Registration Date.
- 5.3 Subject to clause 5.4, the Commission shall be paid within thirty days of the University receiving an invoice from the Introducer which details the Student's number(s), name(s) and Programme(s).
- 5.4 No Commission shall be due to the Introducer:
 - 5.4.1 unless the Student's registration with the University in respect of the relevant Programme has been accepted and the University is in receipt in cleared funds of all Fees due by the Student; or
 - 5.4.2 if a registered Student withdraws from the University on or before the Final Registration Date.

5.5 The Introducer must submit all invoices due for payment no later than the 30th of November (September intake) and 31st March (January intake) following enrolment by Student(s) on Programme(s). The University does not guarantee, and is not required to make, payment for invoices received after these dates.

5.6 In respect of Students making payments in two tranches, the Introducer will receive payment of its Commission proportionate to the Fees received in cleared funds from the Students concerned. The balance will be paid on receipt in cleared funds of payment of the outstanding amount.

5.7 The rate of remuneration is detailed in Appendix IV.

6. Termination

6.1 The Introducer may terminate this Agreement at any time on 30 days' written notice to the University.

6.2 The University may terminate this Agreement:

6.2.1 in respect of some or all of the Programmes by giving at least thirty (30) days' notice to the Introducer if the University decides to terminate all agreements which it has in place with student introducers (including the Introducer) for the Programmes for which it is terminating this Agreement;

6.2.2 in respect of some or all of the Programmes by giving at least thirty (30) days' notice to the Introducer if the University no longer requires the performance of the Introductory Role: (a) in the territory in which the Introducer generally performs its Introductory Role; or (b) for the relevant Programmes (as applicable).

6.2.3 with immediate effect on written notice if:

- (a) the Introducer commits a gross breach of this Agreement;
- (b) if the University reasonably considers that the continuation of the Agreement with the Introducer is detrimental to the University's good name, standing or reputation;
- (c) the Introducer, at any stage during the Term, has been found guilty of:
 - 1. participation in a criminal organisation within the meaning of regulation 57(1)(a) of the Regulations;
 - 2. corruption within the meaning of regulation 57(1)(b) of the Regulations;
 - 3. fraud within the meaning of regulation 57(1)(c) of the Regulations;
 - 4. terrorist offences or offences linked to terrorist activities within the meaning of regulation 57(1)(d) of the Regulations;
 - 5. money laundering or terrorist financing within the meaning of regulation 57(1)(e) of the Regulations;
 - 6. child labour and other forms of human trafficking within the meaning of regulation 57(1)(f) of the Regulations; and/or
 - 7. failure to pay taxes or social security contributions within the meaning of regulation 57(3) of the Regulations;
- (d) the Introducer commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing by the University to do so;
- (e) the Introducer suspends or threatens to suspend payment of its debts; is unable to pay its debts as they fall due; admits inability to pay its debts or is deemed unable to pay its debts within the meaning of s570 of the Companies Act 2014; is bankrupt, becomes subject to any other insolvency proceedings; has a receiver, administrator, examiner, or administrative receiver (or equivalent officer) appointed over it or over any part of its undertakings or assets or a petition presented for such; or any analogous event to any of the foregoing occurs in respect of Introducer in any jurisdiction;
- (f) the University does not receive at least one (1) Student application to a Programme which is demonstrated to have been facilitated by the Introducer;

1. within twenty (24) months of the Commencement Date; or
 2. in any twelve (12) month period after that starting on the 2nd anniversary of the Commencement Date; or
- (g) sixty per cent (60%) or more of the Student applications to all Programmes facilitated by the Introducer in any given twelve (12) month period have been rejected by the University; and/or
- (h) where, at any stage during the Term:
1. the University can demonstrate by appropriate means a violation by the Introducer of any applicable obligations in the fields of environmental, social and labour law within the meaning of regulation 57(8)(a) of the Regulations.
 2. the University can demonstrate by appropriate means grave professional misconduct, which renders its integrity questionable within the meaning of regulation 57(8)(c) of the Regulations;
 3. there is a conflict of interest within the meaning of regulation 57(8)(e) of the Regulations that cannot be effectively remedied by other less intrusive measures;
 4. the Introducer has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions within the meaning of regulation 57(8)(g) of the Regulations;
 5. the Introducer has been found guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has withheld such information or is not able to submit the supporting documents required within the meaning of regulation 57(8)(h) of the Regulations; or
 6. the Introducer has undertaken to unduly influence the decision-making process of the University or has negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award within the meaning of regulation 57(8)(j) of the Regulations.

6.3 Under this Agreement and for the purpose of the Application Form:

6.3.1 a “**gross breach**” of the Agreement includes:

- (a) any breach of one or more of: (i) the provisions under clause 2.1, clause 4.1 (with a breach of clause 4.1.1 as determined in accordance with Appendix II), or (ii) clauses 4.2.8 to 4.2.13 (inclusive); or
- (b) any act or omission of the Introducer that gives rise to the University’s right of termination under clause 6.2.3(b); or
- (c) where the Introducer knowingly withheld relevant information or misled the University in connection with the Introducer’s Application Form and/or application to be accepted for entry into this Agreement; and/or
- (d) where the University has a right of termination under clause 6.2.3(c); and

6.3.2 a “**material breach**” of the Agreement includes any breach of one or more of the provisions of: clause 4.2 (except for clauses 4.2.8 to 4.2.13 (inclusive)); clause 4.3; clause 4.4; or where the University has a right of termination under clause 6.2.3(f); clause 6.2.3(g) or clause 6.2.3(h);.

6.4 If the University exercises any right of termination under this Agreement, its only liability to the Introducer shall be in respect of any unpaid and undisputed invoices issued by the Introducer. In respect of Commission properly accrued for which no invoice has been submitted, the Introducer may, subject to clause 5.4.2, submit an invoice, which shall be payable by the University within thirty (30) days of receipt provided that:

- 6.4.1 the Student's registration with the University has been accepted and the University is in receipt in cleared funds of all Fees due by the Student at the date of termination of this Agreement; and
- 6.4.2 the invoice is received by the University with 14 days of the date of the termination of this Agreement.
- 6.5 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 6.6 On termination of this Agreement:
- 6.6.1 (or at any stage during the Term at the request of the University) the Introducer must promptly return to the University:
- (a) all documents and other records (in whatever form) containing confidential information of the University supplied to or acquired or generated by the Introducer; and
 - (b) any other documents mentioning the University;
- and no copies may be kept, whether digitally or otherwise;
- 6.6.2 the Introducer must immediately cease all marketing activities relating to the University, the Programme or the Introductory Role and all use of the name of the University and Programmes, comply with clause 4.4 and, upon request, inform any person or persons that it no longer is performing the Introducer Role and the Agreement has been terminated; and
- 6.6.3 the Introducer must not take any action (or fail to take any action) that would be detrimental to the University or any Student.
- 6.7 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the end of this Agreement shall remain in full force and effect.

7. Responsibility for Default

- 7.1 The Introducer hereby agrees to indemnify and hold harmless the University and keep the University indemnified from and against all claims, costs, damages, liabilities, demands, losses, fines and expenses, including legal fees, arising out of or in connection with any misrepresentation or promise, which is contrary to the policies or instructions of the University, made by the Introducer in connection with this Agreement, University or Programmes or arising from any breach of any provision of this Agreement by the Introducer or any person for which it is responsible. This indemnity survives the termination or expiration of this Agreement.
- 7.2 The aggregate liability of the University arising out of or in connection with this Agreement in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, breach of contract or otherwise, shall in no event exceed the total Commission paid by the University to the Introducer in the 12 months prior to the date on which the first claim arises. The University is not liable for any indirect or consequential loss or damage arising out of or in connection with this Agreement whether arising from tort (including negligence), breach of statutory duty, breach of contract or otherwise.
- 7.3 Nothing in this Agreement excludes or limits either the University's or the Introducer's liability for: (i) fraud or fraudulent misrepresentation; or (ii) loss that cannot, as a matter of applicable law, be limited or excluded.

8. Suspension

- 8.1 If the Introducer breaches any provision of this Agreement, the University may (but is not obliged to) stop accepting Students through the Introducer permanently or for a fixed period. This does not limit or affect any other rights and remedies of the University under this Agreement.

9. General

- 9.1 The University and the Introducer mutually acknowledge that they are each independent data controllers with respect to any personal data disclosed by the University to the Introducer and vice versa under this Agreement and that they are not joint data controllers in such regard. The Introducer will, to the extent applicable, comply with its obligations under the General Data Protection Regulation (EU) 2016/679 and Irish Data Protection Acts 1988 to 2018 and other applicable data protection laws and ensure that all data and personal data relating to Students and other individuals will be treated in the strictest of confidence and not communicated or transmitted to any third party (other than to the immigration authorities of Ireland to the extent required by the Student) without the written consent of the Student or other relevant individual, a copy of which must be provided to the University on request.
- 9.2 The Introducer is acting as principal and in its own name. The Introducer is acting solely as an independent contractor and nothing in this Agreement shall constitute the creation or establishment of partnership, joint venture or employer/employee relationship between the parties, constitute any party the agent of the other party or authorise either party to enter into any commitments for or on behalf of the other party.
- 9.3 The Introducer understands that, in response to a request under the Freedom of Information Act 2014, information may be released in accordance with the University's legal obligations. The Introducer must provide any information requested by the University to enable the University to comply with its legal obligations. The University will not be liable in any way to the Introducer (or any other person) in respect of any information released by the University purportedly pursuant to its legal obligations. The University will endeavour to consult with the Introducer before making a decision on any Freedom of Information request in respect of information which concerns the Introducer's confidential information where required by law. The University will make the final decision on any Freedom of Information request, subject to applicable law.
- 9.4 The University and the Introducer shall each pay their own costs incurred in connection with the negotiation, preparation and execution of this Agreement (including, except to the extent otherwise agreed in writing by the University, in connection with any joint marketing activity).
- 9.5 This Agreement constitutes the entire agreement between the University and the Introducer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter which are revoked by the University and the Introducer. The Introducer agrees that it has not relied upon, and has no rights or remedies in respect of, any statement, term, condition, warranty, promise or representation that is not expressly set out in this Agreement. The Introducer agrees that the provisions of the Application Form do not give the Introducer any rights or remedies against the University and do not impose any obligations or requirements upon the University.
- 9.6 The Introducer shall not assign, transfer or subcontract the Agreement or any part of it without the prior written consent of the University.
- 9.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 9.8 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.9 The University has the right to amend the terms and conditions of this Agreement from time to time by notice in writing to the Introducer provided that it makes the same amendments in or around the same time for its agreements with other introducers. Any change to the terms of this Agreement will come into effect on the date specified by the University in the notice provided to the Introducer under this clause 9.9. Except as stated in the preceding sentence, no variation of this Agreement shall be effective unless it is in writing and signed by both the University and the Introducer.
- 9.10 This Agreement does not take effect unless and until signed on behalf both the Introducer and the University. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

9.11 The Introducer recognises that this Agreement and actions arising may be subject to provisions of the following Irish law, and it agrees to comply with all requests made under these laws or by the University to enable for it to comply with its obligations under these laws:

- i. Technological Universities Act (2018), and subsequent amendments
- ii. SI Number 437 of 2018, Technological Universities Act (2018), Section 36 (Appointed Day) Order 2018
- iii. General Data Protection Regulation (EU) 2016/679 and the Irish Data Protection Acts 1988 to 2018
- iv. Freedom of Information Act 2014
- v. Equal Status Act 2000 - 2015
- vi. Employment Equality Act 1998 - 2015
- vii. Standards in Public Office Act 2001

10. Governing law and jurisdiction

10.1 This Agreement and any disputes and matters (whether contractual or non-contractual) which may arise out of or in connection with this Agreement (including as to its formation, operation, interpretation, repudiation and/or termination) are governed by and construed in accordance with the laws of Ireland and are subject to the exclusive jurisdiction of the Irish courts.

DRAFT

IN WITNESS WHEREOF this Agreement has been executed by the parties to this Agreement on the day and year first above written.

SIGNED
by the authorised representatives of
TECHNOLOGICAL UNIVERSITY, DUBLIN

SIGNED
by the authorised representatives of
[Click here to enter text.](#)

Signature

Signature

Name

[Click here to enter text.](#)

Name

Title
In the presence of:

Owner
Title
In the presence of:

Witness' Signature

Witness' Signature

Name
[Click here to enter text.](#)

Name
[Click here to enter text.](#)

Address
Park House, Grangegorman, 191 North Circular Road, Dublin
D07 EYV4, Ireland

Address
[Click here to enter text.](#)

Code of Conduct

Primary Standard: Introducers will conduct themselves and their business with integrity and in a manner that will reflect positively on the image of their organisation and of the University as a reliable and trustworthy provider of high quality education and training.

What does this mean?

- The introducer complies with all legal, financial and taxation regulations in force in their country/region of operation
- The introducer does not misrepresent either the student or the University in their dealings with the Irish Naturalisation & Immigration Service or any Irish government agency
- Introducers must comply with other regulations imposed on the University by Irish or European law

Communication of Information: Introducers will be honest in communicating information (in all its forms) about themselves and the University. They will not knowingly or by omission provide or disseminate false, incomplete or misleading information.

What does this mean?

- The introducer will never knowingly communicate verbally or in written form any inaccurate or false information about either University or a student
- The introducer will ensure that all supporting documentation relating to an application is accurate and truthful before transmission of the information to either the University or an Irish government agency
- The introducer will always defer to the University when there is a lack of clarity or confusion about information
- The introducer will always provide full information about the University to ensure that students making applications are making a fully informed decision that meets their needs first

Quality of Information: All claims made by an Introducer about itself, the University or students shall be capable of being substantiated. This applies equally to information provided about potential students to Irish visa authorities.

What does this mean?

- If an introducer makes a claim then this must be substantiated by documentary evidence
- In making decisions introducers must ensure that they are in possession of all the facts and documentation, and should always defer a decision if in doubt

Informed Decision: Information provided to potential students or their sponsors shall be sufficient and accurate to enable them to make an informed decision about the suitability of the University, a programme and the Dublin as a destination of choice for study.

What does this mean?

- When a student chooses to study in the University, then it must be for the right reason, and the programme of study must meet their desired learning outcomes or stream them to their chosen career
- A student should never be directed to a programme of study to enhance the financial gain of an agent or the University
- When providing information to a student or their sponsor, it is vital that **ALL** information about possible alternatives is made available to ensure students are choosing the right destination, institution and programme

Equality of Treatment: Introducers will promote the University equally and fairly and without recourse to unfavourable or negative comparisons with other institutions, or destinations and ensure that the student's or sponsor's choice of institution is not driven by the financial needs of the Introducer.

What does this mean?

- Introducers may never discriminate against a student based on their financial means, age, gender, sexual orientation, religion or ethnicity
- Introducers must never describe competitor institutions or destinations in unfavourable terms to direct a student to the University for financial or other gain

Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants

(To be known as the London statement)

19 March 2012

I. Introduction

Context

Increasing numbers of students now move across national borders seeking education and training opportunities in order to gain internationally recognised qualifications. The OECD publication *Education at a Glance 2010* sources OECD and UNESCO Institute for Statistics, which estimated that more than three million tertiary students were educated outside their home country in 2008. Some commentators project that global demand for international education could be expected to rise to almost eight million by 2025.

The growth in the number of international students has been accompanied by an increase in the number of education agents and consultants who provide services to them. Education agents and consultants are integral and important stakeholders in international education.

Background to the Initiative

The Roundtable on the Integrity of International Education is a forum at which the UK, Australia, Canada, Ireland, New Zealand and the US meet to share knowledge and experience and identify common areas of practice and concern, as well as scope for collaboration. At the initial meeting of the Roundtable in 2010 Australia proposed developing a joint international code of ethics for international education agents which would facilitate a common approach and raise ethical standards.

The development of a 'Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants' is the initiative that flowed from that proposal. The UK, Australia, Ireland and New Zealand agreed to the statement of principles on 16 March

Each of these countries is now working towards implementing the principles. This includes training and communications for Agents.

Purpose

This high-level Statement of Principles promotes best practice among the education agents and consultant professions that support international students. The Statement of Principles is a unifying set of understandings for the recruitment of, and related services provided to, students in international education which serve to promote best practice among education agents and consultants. The Statement will be reflected in each country's approach to international education.

A report on activity will be presented to the Roundtable meeting in 2013.

A number of factors which could be addressed under each principle when developing initiatives and actions are provided in an [Attachment](#) to this Statement of Principles.

2. Ethical Framework

The Statement of Principles is based on an underlying ethical framework of:

- **Integrity** - being straightforward and honest in all professional and business dealings;
- **Objectivity** - not allowing professional judgment to be compromised by bias or conflict of interest;
- **Professional competence and due care** - maintaining professional knowledge and professional service, and acting diligently;
- **Transparency** - declaring conflicts of interest to all clients, especially when service fees are charged to both the education provider and the prospective student;

- **Confidentiality** - respecting and preserving the confidentiality of personal information acquired and not releasing such information to third parties without proper authority;
- **Professional behaviour** – acting in accordance with relevant laws and regulations and dealing with clients competently, diligently and fairly; and
- **Professionalism and purpose** - acting in a manner that will serve the interests of clients and the wider society even at the expense of self-interest; recognising that dedication to these principles is the means by which the profession can earn the trust and confidence of stakeholder groups (individual clients, the public, business and government).

3. Principles

- **Principle 1** - Agents and consultants practice responsible business ethics.
- **Principle 2** - Agents and consultants provide current, accurate and honest information in an ethical manner.
- **Principle 3** - Agents and consultants develop transparent business relationships with students and providers through the use of written agreements.
- **Principle 4** - Agents and consultants protect the interests of minors.
- **Principle 5** - Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ.
- **Principle 6** - Agents and consultants act professionally.
- **Principle 7** - Agents and consultants work with destination countries and providers to raise ethical standards and best practice.

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Appendix II

Investigating Breaches of Code of Conduct

- In signing an agreement with the University, Introducers are bound by the “Code of Conduct”. Introducers are required to comply with this Code of Conduct at all times
- At the time of signing the agreement Introducers will be provided with a copy of the Code of Conduct and advised what are its implications
- Introducers are advised that their agreement may be terminated for breach of the Code by the Introducer.
- Introducers acknowledge that the ethical performance is of paramount importance.
- If the University becomes aware that a recruitment Introducer is:
 - Engaging in any false, misleading, or deceptive conduct; and/or
 - Contravening any of their obligations under the Code of Conduct;The University shall immediately advise the Introducer in writing that they must cease that activity.
- Claims that an Introducer is contravening either the terms of the agreement or the Code of Conduct will only be entertained on receipt of a signed, written complaint.
- On receipt of a written complaint from a party, the University, will investigate the complaint by;
 - Putting the complaint to the Introducer in writing and requesting a written response
 - On receipt of the response the University will make a decision whether the complaint is upheld or not
- In the event that the complaint is upheld the University may choose to (1) withdraw recognition of that Introducer; (2) terminate the agreement with that Introducer; or (3) stop accepting students through that Introducer permanently or for a fixed period.
- The University will communicate the decision in writing to the Introducer in question and the Irish Embassy or Consulate in their country/region.

Appendix III

Changing Introducers

Requests to change or associate an application with an Introducer will not be entertained after the 1st of September (Semester 1 intake) or the 31st of January (Semester 2 intake), under any circumstances. To facilitate the wishes of students the following rules will apply;

Category 1: A Student makes an independent application and subsequently an Introducer applies on their behalf.

- If an offer (full or conditional) is made directly to the Student, the University will honour this offer to the exclusion of the Introducer(s) that subsequently make an application in the Student's name.
- The Introducer will not be eligible for any Commission in respect of such a Student.
- The University will only associate the application with an Introducer, and thus pay the appropriate Commission in respect of the Student if,
 - a. the Student submits to international.manager@tudublin.ie a signed letter stating they wish to use a named Introducer, and
 - b. a copy of the photograph page of their passport bearing their signature, and
 - c. the letter is emailed from the same email address that the original application was made, and
 - d. said letter/email is received by international.manager@tudublin.ie on or before the 1st of September (Semester 1 intake) or the 31st of January (Semester 2 intake).

Category 2: A Student makes an application through an Introducer and subsequently applies independently.

- If an offer (full or conditional) is made through an Introducer on a Student's behalf the University will honour this offer.
- The Introducer will be eligible for the appropriate Commission in respect of such a Student.
- The University will only consider the application as independent of an Introducer and thus no Commission in respect of the Student will be payable to the Introducer if,
 - a. the Student submits to international.manager@tudublin.ie a signed letter stating they no longer wish to use a named Introducer, and
 - b. a copy of the photograph page of their passport bearing their signature, and
 - c. the letter is emailed from the same email address that the independent application was made, and
 - d. said letter/email is received by international.manager@tudublin.ie on or before the 1st of September (Semester 1 intake) or the 31st of January (Semester 2 intake).

Category 3: A Student makes an application through one Introducer and subsequently a second or subsequent Introducer makes an application on behalf of the same Student.

- If an offer (full or conditional) is made through the first Introducer, the University will honour this offer to the exclusion of the second or subsequent Introducer(s) that make an application in the Student's name.
- The first Introducer to make the application will be eligible for the appropriate Commission in respect of the Student.
- The University will only associate the application with an second or subsequent Introducer, and thus pay the appropriate Commission in respect of the Student to the second or subsequent named Introducer if:
 - a. the Student submits to international.manager@tudublin.ie a signed letter stating they wish to change to a different named Introducer, and
 - b. a copy of the photograph page of their passport bearing their signature, and
 - c. said letter/email is received by international.manager@tudublin.ie on or before the 1st of September (Semester 1 intake) or the 31st of January (Semester 2 intake).

Appendix IV

Rates of Remuneration

1. The University will, subject to the provisions of Clause 5 at the front end of this Agreement, make a once-off payment of:

- 10% of a Student's Fee in respect of a Pathway Programme; or
- 15% of a Student's Fee in respect of a Course.

(the "**Commission**").

For clarity, where a Student is admitted to a Pathway Programme and then, subsequently, to a Course, the University will pay the Commission in respect of both the Pathway Programme and the Course subject to, and in accordance with, the provisions of Clause 5 at the front end of this Agreement if the Introducer demonstrates that the Student's successful application to the University for both the Pathway Programme and Course was facilitated by the Introducer.

2. Subject to Paragraph 4 of this Appendix IV, an additional incentive payment ("**Incentive Payment**") may be made to the Introducer, at the discretion of the University (and without any obligation to do so, even if it has done so previously), if the Introducer achieves specific targets, as follows:

- **Bracket A:** Where the Introducer is responsible for the successful enrolment and payment of Fees in respect of 20-39 Students in one Academic Year, then the University may (but is not obliged to) make an additional payment of 10% of the total Commission paid in that Academic Year;
- **Bracket B:** Where the Introducer is responsible for the successful enrolment of 40 to 60 Students in one Academic Year, then the University may (but is not obliged to) make an additional payment of 15% of the total Commission paid in that Academic Year; or
- **Bracket C:** Where the Introducer is responsible for the successful enrolment of 61 or more Students in one Academic Year, then the University may (but is not obliged to) make an additional payment of 20% of the total Commission paid in that Academic Year.

(For the avoidance of doubt, an Introducer would only receive an Incentive Payment, if applicable, under one of either Bracket A, Bracket B or Bracket C).

Example Table

3. The example table below is based on each Student paying €13,500 and a commission rate of 15%. This is for demonstration purposes only and does not constitute part of the contract.

| Students successfully registered in Academic Year | Total Commission Paid | Additional Incentive Payment |
|---|-----------------------|------------------------------|
| 19 | €38,475.00 | €0.00 |
| 22 | €44,550.00 | €4,455.00 |
| 45 | €91,125.00 | €13,668.75 |
| 63 | €127,575.00 | €25,515.00 |

4. For the purposes of the Incentive Payment:
- (a) where a Student is enrolled in a Foundation Programme and then, subsequently, that Student is accepted into an Undergraduate Programme, that Student will be counted only as having been enrolled in the Foundation Programme and will not be counted for the Incentive Payment in the year they are enrolled in the Undergraduate Programme, whether in the same Academic Year or subsequent Academic Years; and
 - (b) where a Student enters the University on a Bridging Programme that Student will be counted only once, in the year that the Student is later accepted into a Course, whether in the same Academic Year or subsequent Academic Years, and will not be counted for the Academic Year that Student enters a Bridging Programme.
5. If a Student changes Programme prior to the Final Registration Date, the Commission will be payable in respect of the Programme on which the Student is enrolled as of the Final Registration Date.

6. There is no Commission payable for a second year (or any subsequent years) of enrolment in a particular Programme or, except as set out in Paragraph 1 of this Appendix 5, if the Student enrolls in any other Programmes at the same time.
7. If the Fee for a Student is at a rate different to the published fee for a Programme, such as by way of a University Bursary, Scholarship or by whatsoever means, the Commission payable to the Introducer will be calculated by reference to the Fee paid and received in cleared funds, not the published fee.

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