



TUS

**Technological University of the Shannon:
Midlands Midwest**
Ollscoil Teicneolaíochta na Sionainne:
Lár Tíre Iarthar Láir

www.tus.ie

TUS Global Agent/Recruitment Partner Policy 2025 - 2028



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1.0 Purpose of the Policy

The purpose of this policy is to outline the principles and guidelines by which the Technological University of the Shannon Global Office (hereafter referred to as TUS Global) engages with agents and recruitment partners in the international higher education sector. This policy aims to ensure ethical collaboration, enhance student recruitment, and promote the values of TUS Global on an International level.

2.0 Definitions

- a) **International Learner:** Section 2(1) of the Qualifications and Quality Assurance (Education and Training) Act, 2012, as amended ^[1], defines an international learner 'as a person who is not an Irish citizen but is lawfully in the state primarily to receive education and training'. In relation to the establishment of codes of practice for the purpose of QQI authorising providers to use the international education mark Section 60(1) of the Act further defines an international learner as one who:
- is in the state enrolled on a programme leading to an award included within the NFQ.
or
 - is in the state enrolled on an English language programme.
or
 - is a learner outside the state enrolled on a programme leading to an award included within the NFQ.
- b) **Agents/Recruitment Partners:** Individuals or organisations that assist TUS Global in recruiting international learners.

3.0 Scope of the Policy

This policy applies to all current and prospective agents and recruitment partners involved in recruiting international learners on behalf of TUS Global. It also serves as a guide for TUS Global Office staff working with agents and recruitment partners.

4.0 Engagement Principles

TUS Global is committed to:

- a) **Transparency:** All engagements with agents and recruitment partners must be conducted openly, with clear communication regarding roles, expectations, and compensation.

- b) **Integrity:** TUS Global expects all agents and recruitment partners to adhere to ethical standards in their recruitment practices and to promote TUS Global values.
- c) **Quality Assurance:** TUS Global implements a robust quality assurance process around its agents to ensure high standards of service and compliance. This includes annual performance evaluations and ongoing training and support to keep agents updated on industry best practices and regulatory requirements.

5.0 Recruitment Practices

5.1 Selection Criteria

To ensure a thorough evaluation of potential agents wishing to work with TUS Global, all applicants must complete the designated Educational Agent Questionnaire (Appendix 2), which aims to gather essential information about the company's suitability to collaborate with TUS Global. Additionally, agents are required to provide three references (preferably Educational Institutions based in Ireland) who they have worked with and provided students for. Agents must also submit a copy of their current Business License. This process is crucial for maintaining the integrity and quality of TUS Global partnerships and is a key factor in the selection decision.

In exceptional cases, where an agency is newly established and may not yet have the required references, TUS Global may consider alternative forms of references, such as character references, to assess the agency's potential. However, this flexibility will be applied at the discretion of TUS Global, and the highest standards of evaluation will be upheld. If the agent application is successful, a TUS Global Agency Agreement (Appendix 3) is drafted and shared with the agent for review and signing.

Depending on the quality of references and the agency's established history, this agreement may include a probationary period of 12 months, during which TUS Global will evaluate the agent's performance and adherence to agreed-upon targets and standards. Following this period, the partnership will be reviewed to determine its continuation.

The TUS Global Agency Agreement confirms all information regarding the Appointment of the Agent, the responsibilities of both parties, recruitment targets, payment and refund information as well as duration and termination information which is governed by the laws of Ireland and incorporates the seven principles of The London Statement. ^[2]

At this stage, the recruitment partner will also be required to complete a Supplier Setup Form to confirm their company's payment information for future payment. They must also provide a copy of their Tax Clearance Certificate.

Lastly, a Certificate of Appointment is issued to the Agent on completion of onboarding.

5.2 Training and Support

TUS Global will provide training to approved agents and recruitment partners to ensure they understand TUS Global's programmes, values, and recruitment strategies.

5.3 Communication

Regular communication channels will be established to keep approved agents and recruitment partners informed about updates, policies, and changes in the recruitment process.

6.0 Compensation and Fees

6.1 Commission Structure

A clear commission structure will be confirmed with agents in 'Schedule C' in the TUS Global Agency agreement. Standard Commission terms for non-EU agents are:

- a) 15% Commission on invoiced fee for all new entrants meeting requirements
- b) 15% Commission for students progressing from TUS Global Foundation to Year 1 of a TUS Global programme.
- c) 5% commission for undergraduate students progressing from Year 1 to Year 2

While TUS Global adheres to a standard commission structure, TUS Global reserve the right to adjust the terms on a case-by-case basis, at the discretion of TUS Global. This ensures that unique circumstances or strategic opportunities can be addressed as they arise.

6.2 Payment Terms

Payments to agents will be made in accordance with agreed upon terms as outlined in the TUS Global Agency Agreement, ensuring timely and accurate transactions.

7.0 Monitoring and Evaluation

Performance Reviews: TUS Global will conduct annual reviews of agents and recruitment partners to assess performance against metrics such as student satisfaction, recruitment success, and compliance with standards as outlined in the relevant TUS Global Agency Agreement. In addition, a probationary review may be conducted within the first 12 months to ensure that newly appointed agents meet the expectations and standards of TUS Global.

Feedback Mechanism: TUS Global encourages feedback from agents and recruitment partners to continuously improve engagement practices and foster a collaborative environment. TUS Global also issues feedback forms to students in their first year of study to request feedback on their interactions with their Agent/Recruitment Partner.

8.0 Compliance

All agents and recruitment partners must comply with local laws and regulations regarding education and recruitment practices in their respective countries. They must also comply with Irish Education Standards as outlined by QQI. TUS Global will provide guidance to ensure compliance.

9.0 Dispute Resolution

In the event of any disputes arising regarding the content or interpretation of the relevant TUS Global Agency Agreement, the matter shall first be referred for internal review within TUS Global. If the dispute cannot be resolved internally, it shall then be referred to arbitration in Ireland.

10.0 Termination

The TUS Global Agency Agreement can be terminated by either party, if a material breach of any of the terms has been made by a party, with ten days' written notice. The Agreement may also be terminated by either party for any reason or no reason if the terminating party gives the other party at least 30 days' prior written notice of its intention to terminate the Agreement. If any payments are due, they shall be made irrespective of the termination.

11.0 Policy Review

This policy will be reviewed annually and updated as necessary to reflect changes in the international education landscape and TUS Global's strategic objectives.

12.0 Data Protection

TUS Global complies with the requirements relating to the protection of Personal Data as outlined in the [TUS Data Protection Policy](#).

13.0 References

1. [Qualifications and Quality Assurance \(Education and Training\) Act, 2012 \(as amended\)](#)
2. [The London Statement](#)

14.0 Appendix 1. Educational Agent Questionnaire

Educational Agent Questionnaire

General	
Legally Registered Name of Company	
Type of Business Entity	
Year company Incorporated/Established	
Physical Address (Head Office)	
Other Offices (if applicable)	
Contact Person	
Telephone	
E-mail	
Website	
Social media	
Credentials	
Professional affiliations or memberships relating to Educational Representation	
Number of staff assigned to promoting education in Ireland	
Name(s) & details of relevant staff	
Recruitment	
To which countries have you sent students for Higher Education?	

Government regulations and/or licenses required for operation as a student recruiter/education agent in your country of operation	

How many students do you counsel each year?	
How many do you place each year?	
How many come to Ireland and/or UK?	
What year did you start working with Irish Institutions?	
Have you ever visited Ireland? Please describe your knowledge and experience of Ireland	
Operations	
What services do you provide to students?	
Do you assist with visa applications?	
Is there a charge for these services? If so, please outline.	
What are your hours of operation / accessibility to students?	
Please provide an estimated realistic number of students you will refer to TUS Global in the upcoming year?	<i>Expected Applications:</i> <i>Expected Conversion Rate:</i>
Marketing	
What type of Marketing & Promotion do you undertake?	
What Social Media Channels do you use as part of your marketing?	

Do you create your own publications and advertise on behalf of the Educational Institutions you represent? If so, is there a fee for these services?	
Once an Agency Agreement is established, would you be willing to display a TUS Global logo with a link to the TUS Global website on your own company website?	Yes No
Once an Agency Agreement is established, are you comfortable for TUS Global to publish your company name as an Agent on our website?	Yes No
With the co-operation of TUS Global, are you able and willing to organise and support TUS Global at special events and projects in your country of operation?	Yes No
References	
<i>Please provide a list of references, preferably from Educational Institutions based in Ireland, with which you have worked and provided students.</i>	
Reference 1	
Name of Institution	
Address	
Country	
Contact Name	
Contact Job Title	
Contact Email	
Contact Telephone	
Reference 2	
Name of Institution	
Address	
Country	
Contact Name	

Contact Job Title	
Contact Email	
Contact Telephone	
Reference 3	
Name of Institution	
Address	
Country	
Contact Name	
Contact Job Title	
Contact Email	
Contact Telephone	

Thank you for taking the time to complete this questionnaire. If we determine that your established business aligns well with our objectives, we will contact your references and review their responses. Following a positive evaluation, we will contact you to send an Agent Agreement for review and signature by both TUS Global and the senior management of your company. Additionally, we will provide marketing materials to assist in promoting our programmes.

Please note: in order for an Agent to be approved, a scanned copy of their current Business License must also be provided.

15.0 Appendix 2. TUS Global Agency Agreement

Agency Agreement

Between:

Technological University of the Shannon: Midlands Midwest

(Hereinafter referred to as "TUS")

And

AGENT NAME

(Hereinafter referred to as "the agent")

WHEREBY THE PARTIES HERETO have concluded the present agreement which is made of two copies in English on the following terms:

1.SUBJECT OF THE CONTRACT

1.1 Appointment

TUS appoints the Agent as a non-exclusive agent to promote the programmes specified by TUS to prospective Students, subject to the following limitations –

- a) The Agent may not change the tuition fees for the Programmes;
- b) The Agent may not discuss policies and similar internal information of TUS with any individual or organisation that is not affiliated with the Agent;
- c) The Agent may not bind TUS contractually or obligate TUS in any way;
- d) The Agent may not make any representations regarding a student's ability to secure temporary or permanent residency in Ireland by attending a Programme at TUS;
- e) The Agent may not in any published information or in any orally delivered information omit any fact which could reasonably be of material relevance to an international student visa where the omission might be construed as misleading;
- f) The Agent may not delegate any of his responsibilities to a sub-agent.

1.2 Core Responsibilities of the Agent:

- a) Market the programmes and services of TUS in the agreed Country/Region outlined in Schedule A
(hereinafter called "the Territory").
- b) Aid in the organisation of promotional activities as well as undertake similar activities as specified by TUS from time to time.
- c) Undertake market research.
- d) Advise on business opportunities.
- e) Monitor the performance of the contracted parties in the Territory and submit to any inspection or monitoring of its performance by TUS or a representative of TUS.
- f) Develop strategies to enhance market penetration.
- g) Arrange and obtain favourable rates on accommodation and travel within the Territory for employees of TUS.
- h) Assist in reproduction of printed and other material on behalf of TUS.
- i) Undertake staff orientation and advice on local culture.
- j) Assist in arranging the Irish visa for the full -time student or group of students from partner university of TUS.
- k) Assist in arranging travel/accommodation for the student(s) prior to departure from home country and advise TUS of travel arrangements/accommodation booking five working days in advance of travel to Ireland.

- l) Advise students on immigration procedures, flights to Ireland and other formalities in advance of departure of student(s).
- m) Ensure that the payment of the student's tuition fee is made to TUS in advance of the student's application for a visa. Students from visa required countries must provide proof of payment of fees to commence visa application process.

1.3 Core Responsibilities of TUS:

- a) Facilitate the marketing and promotional activity of the Agent by providing relevant materials and support;
- b) Make the necessary arrangements to provide relevant paperwork and support for student visa applications to enter Ireland. TUS strives to send out the Letter of Acceptance within 14 working days of receiving the application materials;
- c) TUS guarantees that it holds all appropriate governmental accreditation in Ireland, and that its teaching quality fulfils Internationally recognised academic standards;
- d) TUS will recommend suitable off-campus accommodation for students, but it is the responsibility of the student(s) to book directly with accommodation provider in advance of arrival in Ireland;
- e) TUS will forward appropriate degrees, diplomas, certificates, and other documentation to the student(s) upon their successful completion of programme ;
- f) TUS will advise students to take out appropriate insurance policies whilst studying in Ireland;
- g) TUS will offer advice to students prior to their departure to Ireland as to any appropriate English language course available if students require such support;
- h) TUS will refund tuition fees if the student visa is refused (minus the relevant administration fee).

1.4 Recruitment Targets

TUS and the Agent will jointly agree recruitment targets on an annual basis. Agreed recruitment targets will be specified in Schedule B. The Agent will use all reasonable endeavours to secure the target number of Students identified in Schedule B.

If, for any reason, the target numbers identified in Schedule B become unattainable the Agent will immediately inform TUS and the Agent will review the specified targets at the conclusion of each intake.

2. PAYMENTS & REFUNDS

2.1 Student Recruitment Fee

The agent will be paid a Student Recruitment Fee (commission), a % of the amount of the invoiced academic tuition fee for each student recruited by them to a full-time programme of study. The % is outlined in Schedule C of this agreement. This amount is only payable at the point at which all of the below conditions have been fulfilled:

- i)The student has paid their tuition fee for the year in full;
- ii)The student has obtained their VISA and completed their registration with the Garda National Immigration Bureau in Ireland;
- iii)The student has completed their full registration at TUS;
- iv)The student has diligently attended for the first 6 taught weeks of the programme on which they are registered, (this excludes orientation week);

Both parties to the agreement will make every endeavour to ensure that all of the conditions above can be satisfied within the period of the first 6 taught weeks of the programme.

2.2 Direct Students

TUS reserves the right to receive enquiries or applications directly from a student without any assistance from the Agent (hereinafter referred to as 'Direct Student'). In some cases, TUS may forward the contact details of the Direct Student to the Agent in order to provide the student with additional follow-up services, such as visa application services. Providing the student has met all requirements outlined in Clause 2.1, a student recruitment fee at the % outlined in Schedule C will then be paid to the agent.

2.3 Change of Agent

A change of agent may be permitted for students who hold a Conditional Offer and have been in receipt of this offer for 21 days or more. Students will need to demonstrate reasonable circumstances for this change.

However, once payment has been made, and the student's place at TUS has been secured, changes will only be permitted in exceptional circumstances. In these cases, the relevant TUS Regional Manager will assess the request on a case-by-case basis in accordance with the contract agreement that is currently in place for both agents involved. A change will not be approved unless acceptable reasons are provided. After an outcome is reached, both agents will be notified of the outcome and the commission amount involved.

Changes will not be permitted if the student has requested to change to an agent who does not currently hold an active TUS agent agreement.

2.4 Invoices

The Agent will provide to TUS a quotation for the Student Recruitment Fee for each Student that has commenced on a programme and satisfied the conditions provided for in Clause 2.1.

There will be a mutual duty on TUS and the Agent to assist and facilitate one-another and the student to meet the conditions set out in Clause 2.1, and to inform one-another of developments in that direction. The Agent must first submit the quotation and then the invoice for the Student Recruitment Fee within 30 days of the date on which the conditions provided for in Clause 2.1 have been satisfied. The invoice must list each individual student for whom the commission is being claimed, providing the necessary details to support the total amount. If a Tax Clearance Certificate from Revenue (Tax and Customs services) in Ireland is required, it is the responsibility of the Agent to apply in a timely manner.

2.5 Refunds

The Agent will not be entitled to any Student Recruitment Fee for any Student that does not enrol and/or receives a partial or complete refund from TUS and adjustments/rebates will be made accordingly.

3. DURATION & TERMINATION

3.1 Duration

This Agreement will come into effect upon the date it is signed by both parties and will remain in effect for **three years** from such date unless otherwise specified by TUS. A probationary period of 12 months will apply during which TUS will evaluate the Agent's performance and adherence to agreed-upon targets and standards. TUS reserves the right to review this Agreement after the probationary period and, if necessary, after one year thereafter. The Agreement may be renewed if mutually agreed upon by both parties.

3.2 Termination

This Agreement can be terminated by either party, if a material breach of any of the terms has been made by a party, with ten days' written notice. This Agreement may also be terminated by either party for any reason or no reason if the terminating party gives the other party at least 30 days' prior written notice of its intention to terminate the Agreement. If any payments are due, they shall be made irrespective of the termination.

4. INDEMNIFICATION

The Agent agrees to indemnify TUS, its affiliates, and their direct and indirect customers, as well as the officers, directors, employees, successors, and assigns of any of them, from and against all third-party claims, losses, damages, expenses (including reasonable lawyer fees), liabilities, suits, demands or liens that in any way arise out of, relate to or result from wilful misconduct, negligence or breach of its obligations under this Agreement. This clause survives the expiration or earlier termination of this Agreement.

5. GOVERNING LAW & JURISDICTION

This Agreement is governed by the laws of Ireland and each of the parties submits to the exclusive jurisdiction of such courts.

This Agreement may be executed in any number of counterparts and will be effective when each party to this Agreement has executed at least one counterpart, with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and evidence only one agreement.

Electronic transmission of this agreement by email shall be regarded as satisfactory execution of the agreement.

6. CONFIRMATIONS

The Agent confirms that it has attained all consents and licences necessary or appropriate in relation to the entry into or performance of this Agreement and has agreed to act in accordance with all Irish and local legal and other regulatory requirements in connection therewith. Further, the Agent confirms that they will be responsible for the payment of any local taxes.

The Agent confirms that, if this Agreement is not extended or renewed or is otherwise terminated, then TUS will not in such circumstances have any liability to the Agent or to any third party for any losses, damages, liabilities, costs or expenses or other amounts and the Agent irrevocably and

unconditionally waives any rights to claim for the same (but the foregoing shall be without prejudice to any amounts payable under this Agreement with respect to the period before such termination).

7. THE LONDON STATEMENT

The London Statement is a code of ethics for education recruitment agents, which sets out seven principles for responsible, transparent business practise by agents. It was jointly issued by education officials from the United Kingdom, Ireland, Australia, and New Zealand in 2012 and can be read in full at this link: https://www.britishcouncil.org/sites/default/files/london_statement.pdf

Contracts between TUS and agents include the requirements of the London Statement. Contracts will be terminated if it is found that agents have breached the terms of the London Statement.

8. DATA PROTECTION

Once an Agency Agreement is established, TUS may publish your company name and contact details as an approved agent on our website. However, the decision to do so will be based on an evaluation by TUS Global of your agency's suitability and performance.

The Agent agrees to take reasonable measures to ensure the security and confidentiality of all personal data relating to Applicant Students provided to it by TUS. This personal data will not be shared with any third party without the prior written permission of TUS. Where an individual seeks to exercise their rights under Irish Data Protection law, the Agent agrees to provide any assistance necessary to TUS in responding to such requests from the individual.

To ensure compliance with the GDPR and Irish Data Protection Law, the agent agrees to be bound by the Standard Contractual Clauses related to European Data Protection Law.

9.ARBITRATION

In the event of any disputes arising regarding the content or interpretation of the relevant TUS Agency Agreement, the matter shall first be referred for internal review within TUS. If the dispute cannot be resolved internally, it shall then be referred to arbitration in Ireland.

Schedules to the agreement:

Schedule A – Country/Region

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Schedule B – Recruitment Targets

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Schedule C – Student Recruitment Fee

- | |
|---|
| <ul style="list-style-type: none">o 15% Commission on invoiced fee for all new entrants meeting requirementso 15% Commission for students progressing from TUS Foundation to Year 1 of a TUS programme.o 5% commission for undergraduate students progressing from Year 1 to Year 2 |
|---|

Schedule D – TUS Contact Details

Athlone Campus Campus

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Athlone
Co. Westmeath
N37 HD68
Ireland
Tel: +353 (0)906468272
Global@tus.ie

Limerick City Moylish

TUS Global
Moylish Park
Limerick
Co. Limerick
V94 EC5T
Ireland
Tel: +353 (0)61 293400
Global@tus.ie

Schedule E – Agent Contact Details

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Signed

For and on Behalf of TUS

For and on behalf of

Date:

Date: