

DATED

202•

RECRUITMENT REPRESENTATIVE AGREEMENT

between

South East Technological University

Cork Road,
Waterford X91 K0EK,
Ireland

("The University")



And

«Full_Representative_Name»

«LOGO»

«Representative Address»

("The Representative")

Recruitment Representative Agreement

Parties

This Agreement is entered into on the _____ day of _____ 202•
between:

(1) South East Technological University, located at Cork Road Campus, Cork Road, Waterford, X91 K0EK, Ireland (referred to as the "University"),

AND

(2) [BLANK], with its place of business at [BLANK] (referred to as the "Representative").

Background

(A) The University provides educational services to undergraduate and postgraduate students in the South East of Ireland and welcomes students into its programmes.

(B) The Representative offers consultancy services to students in the geographical region they are operating. These services include, but are not limited to, providing information about the University's educational offerings, entry requirements, and assisting in valid applications to the University and Irish immigration authorities.

NOW IT IS HEREBY AGREED:

1. Interpretation

- 1.1 In this Agreement the following words and expressions shall have the meanings set out below, unless otherwise defined or the context otherwise requires.

Academic Year: The period from September 1 to August 31 each year, or any revised academic year communicated in writing by the University to the Representative.

Application Form: The form signed and submitted by the Representative to the University pursuant to which the Representative applies to fulfil the Representative Role.

Brand Identity Guidelines: The brand identity guidelines published on the University's website (<https://www.setu.ie/about/brand-centre>) as amended or varied by the University from time to time.

Bridging/Pre-Sessional Programme: A University-approved, short-term educational course, known as a 'bridging' or 'pre-sessional' programme, specifically designed to rapidly prepare international students for full-time study in English-speaking higher education environments.

Certifications: Such certifications as may be necessary or desirable within the Territory to perform the Representative Role in accordance with this Agreement.

Code of Conduct: The University's code of conduct (set out in Appendix 1), as may be amended from time to time by the University.

Commencement Date: The date upon which this Agreement is signed by both parties.

Commission: As defined and calculated in accordance with Appendix 4 (Rate of Commission) and which shall include **Incentive Commission** (as defined and calculated in accordance with Appendix 4), if applicable.

Data Protection Laws: Any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including, but not limited to, (i) the Data Protection Acts 1988 and 2003 the "DPA" (ii) the General Data Protection Regulation (EU) 2016/679 ("GDPR") from 25 May 2018; (iii) Directive 2002/58/EC ("ePrivacy Directive") as implemented by EU Member States; (iv) any legislation that replaces or converts into domestic law the GDPR and/or the ePrivacy Directive (as may be updated or replaced); and/or (v) any corresponding or equivalent national laws or regulations including any amendment agreement, update, modification or re-enactment of such laws.

Final Registration Date: The date on which a Prospective Student is registered as a Successful Student, which is typically, mid-October for Semester 1 claims, and mid-February for Semester 2 claims, or such other dates as may be specified in writing by the University.

First Year: The initial year of a Successful Student's enrolment in a Programme.

Foundation Programme: A University approved full-time educational programme that enables students to [apply for enrolment] in an Undergraduate Programme upon successful completion, earning a level 6 Minor Award.

Incentive Commission: As defined in and calculated in accordance with Appendix 4.

Initial Term: The period of 12 months from the Commencement Date to the first anniversary of the Commencement Date.

Losses: All losses, liabilities (including provision for contingent liabilities), damages, settlements, judgments, claims, proceedings, demands, fines, interest and all related costs and expenses (including legal fees on a solicitor and client basis, costs of investigation, litigations, settlement, judgment, appeal, interest and penalties, and other professional fees).

Major Award: As defined in the National Framework of Qualifications.

Minor Award: As defined in the National Framework of Qualifications.

National Framework of Qualifications: Managed by QQI (www.qqi.ie), encompassing all learning achievements.

Pathway Programme: A University-approved full-time educational programme that enables students to enter an Undergraduate Programme or a Postgraduate Programme upon successful completion, without receiving a Major Award or Minor Award.

Postgraduate Programme: A University-approved full-time educational programme leading to a level 9 Major Award.

Pre-Masters Programme: A University-approved full-time educational programme designed to prepare students for postgraduate study.

Programme: A Pathway Programme or an Undergraduate Programme or a Postgraduate Programme, as the case may be.

Promotional Materials: Any printed or digital materials produced by the University for the purpose of promoting the University, its courses, and related activities. This includes, but is not limited to, brochures, flyers, posters, digital media content, videos, and any other materials designed for marketing and student recruitment purposes, in each case as amended or varied from time to time.

Prospective Student: A student applying to the University, not previously enrolled in a Programme, who has been introduced by the Representative.

Prospective Student Application Process: The application process pursuant to which a Prospective Student submits a Student Application and applies for admission to a Programme.

Regulations: The European Union (Award of Public Authority Contracts) Regulations 2016.

Representative Role: The role of providing the Services to Prospective Students and the University in accordance with this Agreement.

Services: The services described in clause 4 which shall include but shall not be limited to informing Prospective Students about the University's educational services, assisting Prospective Students in the Prospective Student Application Process, aiding applications to Irish immigration authorities and such other matters as may be required by the University from time to time.

Student Application: a valid application from a Prospective Student to the University to enrol in a Programme.

Successful Student: A student introduced by the Representative, who is accepted and registered onto a Programme on the University Campus and in respect of whom Tuition Fees are received by the University prior to the First Registration Date.

Term: The period from the Commencement Date to the Termination Date (both dates inclusive).

Termination Date: The of termination of this Agreement in accordance with clause 6.

Territory: [TBC].

Tuition Fee: The total tuition fee paid to the University, cleared, for each Successful Student in their First Year, excluding scholarships or discounts approved in writing by the University in accordance with Appendix 4.

Undergraduate Programme: A University-approved full-time undergraduate programme leading to a Major Award at level 6, 7 or 8.

University Policies: Such policies as may be notified by the University to the Representative or otherwise published by the University, and such external standards and protocols to which the University is committed, including but not limited to the Quality and Qualifications Ireland (QQI) - Code of Practice for Provision of Programmes of Education and Training to International Learners, and the International Education Mark (IEM), in each case as amended or varied from time to time.

1.2 Unless the context otherwise requires:

- a) words in the singular shall include the plural and words in the plural shall include the singular;
- b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- c) a reference to one gender shall include a reference to the other genders; and

d) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 References to this Agreement shall include the Appendixes to this Agreement. References to clauses and Appendices are to the clauses of and Appendices to this Agreement and references to paragraphs are to paragraphs of the relevant Appendix. Clause and paragraph headings shall not affect the interpretation of this Agreement.

1.5 The **Application Form** shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. In the event of any conflict between this Agreement and the Application Form, the Application Form shall prevail.

1.6 Currency: The currency utilised in this Agreement is the Euro (€).

2. Appointment

2.1 Appointment: The University appoints the Representative to carry out the Representative Role within the Territory during the Term on the terms and subject to the conditions set out in this Agreement.

2.2 Commission: In consideration of the Representative performing the Representative Role in accordance with this Agreement, the University shall pay the Representative such Commission as shall be calculated in accordance with clause 5 and Appendix 4.

2.3 Accuracy Affirmation: The Representative affirms the accuracy, completeness, and truth of the information in the Application Form.

2.4 Non-exclusive: The University appoints the Representative on a non-exclusive basis to perform the Representative Role during the Term.

2.5 Obligation to Comply: The Representative is not obliged to perform the Representative Role but must comply with this Agreement if selected to do so.

2.6 Modification of Programme Aspects: The University may modify programme aspects and policies with written notice.

2.7 Code of Conduct Updates: The University regularly reviews and updates the Code of Conduct and the Representative will comply with the Code of Conduct as amended from time to time.

2.8 Annual Performance Review: The University will review the Representative's performance annually.

2.9 Reporting Obligation: The University reserves the right to request regular reports from the Representative regarding their activities and the progress of Prospective Student Applications and in the event of any such request the Representative shall comply within [30] days.

3. University's Responsibilities

3.1 Promotional Materials Provision: The University shall provide such Promotional Materials to the Representative as the University considers necessary or desirable pursuant to this Agreement.

3.2 Notification of Successful Students: The University shall notify the Representative if a Prospective Student becomes a Successful Student.

3.3 Confirmation of Tuition Fees: The University will confirm receipt of all Tuition Fees.

3.4 Student Transfer and Withdrawal Policy: Student transfers and withdrawals follow University policies.

3.5 Timely Responses: The University will make reasonable efforts to provide timely responses to inquiries and requests from the Representative regarding Student Applications and status.

3.6 Support Promotion in Region: The University will send its staff to the Territory periodically, as mutually agreed in writing between the parties each Academic Year. The University will cover travel, accommodation, and subsistence expenses for its staff. In-country administration costs during these visits will be the responsibility of the Representative, unless otherwise agreed in writing by the University in advance.

4. Representative's Obligations

4.1 Obligations Throughout the Term: Throughout the Term, the Representative shall:

- **Compliance with Code of Conduct:** Comply with the Code of Conduct.
- **Maintenance of Certifications:** Maintain relevant Certifications.
- **Loss of Certification Notification:** Promptly Inform the University if any Certification is lost, varied or suspended in any way.
- **Tax Obligations:** Comply with all of its tax obligations and provide an Irish tax clearance certificate if required or requested by the University.

4.2 Representative Role Responsibilities: When performing the Representative Role, the Representative shall:

- **Promotion of University Programmes:** Promote University programmes and assist Prospective Students with the Prospective Student Application Process and Student Application.
- **Respectful Marketing:** Market University Programmes with care and respect for the University's reputation.
- **Honesty and Integrity:** Treat Prospective Students honestly, fulfil contractual obligations, and maintain good relations.
- **Assistance with Applications:** Assist Prospective Students with the Prospective Student Application Process and Student Application.
- **Cooperation with Enrolment:** Cooperate with Prospective Students enrolment procedures.
- **English Proficiency:** Provide evidence of English proficiency for all Prospective Students.

- **Handling of Fees and Payments:** Disclose any fees, payments or charges requested or received by the Representative from any Prospective Student.
- **Use of University's Name and Marks:** Use the University's name and marks only with the University's prior written permission.
- **Unauthorised Representations:** Not make unauthorised representations about the University.
- **Binding Authority:** Not claim authority to bind the University.
- **Acceptance of Tuition Fee Payments:** Not accept tuition fees from Prospective Students or Successful Students.

4.4 Use of University's Logo: The Representative shall use the University's logo strictly in compliance with the "Brand Identity Guidelines".

4.5 Legal Compliance: The Representative shall comply with its obligations under all relevant laws in the Territory and shall comply with all requests made by the University to comply with the following laws (which list is not exhaustive):

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

4.6 Issue Resolution: The Representative shall promptly inform the University of any issues, disputes, or complaints raised by a Successful Student in relation to their experience during the Application Process with the University. The Representative shall work cooperatively with the University, and take such steps as may be reasonably necessary or desirable, to address and resolve any such matters to the satisfaction of the University.

4.7 Ownership Changes Notification: The Representative shall not change its ownership, structure, or management without the prior written consent of the University and, in the event of any proposed change in ownership, structure or management, the Representative shall promptly notify the University in writing and provide any necessary documentation related to these changes.

4.8 Record Keeping: The Representative agrees to maintain records of all communications and transactions related to Prospective Student Applications and enrolment for a period of [insert duration] from the date of each transaction. These records shall be made available to the University for inspection upon request.

4.9 Information Provision: The Representative shall provide accurate and up-to-date information about the University's educational services, entry requirements, and any other relevant information to Prospective Students.

4.10 Assistance with Applications: The Representative shall assist Prospective Students in preparing and submitting Student Applications and in obtaining necessary visas and permits from Irish immigration authorities.

4.11 Compliance with Local Laws and Regulations: The Representative shall comply with all applicable laws and regulations in the Territory.

4.12 Professional and Ethical Conduct: The Representative shall conduct the Representative Role in a professional and ethical manner, following best practices in the field of education consultancy.

4.13 Contact Information Updates: The Representative shall promptly inform the University of any changes in its contact information or business operations that may affect its ability to fulfil its obligations under this Agreement.

4.14 Record Maintenance: The Representative shall maintain records of all interactions with Prospective Students and provide reports to the University upon request. [REPEATS 4.8?]

4.15 Advising and Assisting Applicants: The Representative shall advise and assist suitably qualified Prospective Students in completing the Prospective Student Application Process.

4.16 Online Application Submission: The Representative shall ensure that all Student Applications submitted for enrolment are done online via the advised process, for example through the SETU Representative Portal once live.

4.17 Compliance with University Practical Requirements: The Representative shall comply with the University's practical requirements communicated from time to time.

4.18 Adherence to University Policies: The Representative shall follow the University's relevant published policies notified to the Representative, including Codes of Practice relevant to International Students.

4.19 Invoice and Student List Submission: The Representative shall invoice the University only for Successful Students. The University will send an initial student list to the Representatives by 1st November each Academic Year. Any Commission payable shall be based on the Tuition Fee actually paid by a Prospective Student in the First Year.

4.20 Campus Visit: The Representative shall endeavour to visit the University (this may be at a Representative's own expense) at least once every few years to familiarise themselves with the Programmes available and to discuss matters of mutual interest with University officers and academic staff.

4.21 Annual Activity Statement: The Representative shall on an annual basis as agreed, agree with the University on a statement of proposed activity for the upcoming Academic Year.

4.22 Contact Information Updates: The Representative shall ensure that contact information which will be shared on the SETU website for the Representative is correct and up to date.

4.23 Delegation: The Representative shall not to delegate any duties or obligations arising under this Agreement unless expressly approved in writing in advance by the University.

4.24 Premises Suitability: The Representative shall not to conduct the Representative Role in any premises or location that the University, in its absolute discretion, deems unsuitable.

5. Commission

5.1 Commission Payment: The University shall pay the Representative such Commission for Successful Student enrolments as may be calculated in accordance with this clause 5 and Appendix 4. Disputes will be resolved per the University's decision.

5.2 Timing of Commission Payment: Any Commission shall be paid after the Final Registration Date.

5.3 Invoice Submission: Commission is paid in line with *SETU International Fees, Scholarships, Representative Commission and Admissions Policy* and Irish Taxation (Revenue) after receiving an agreed invoice detailing students, names, and programmes.

5.4 Commission Eligibility: No Commission is due unless:

- A Prospective Student is accepted and registered as a Successful Student and Tuition Fees are received by the University in respect of such Successful Student.
- A Successful Student does not withdraw from the relevant Programme on or before the Final Registration Date.

5.5 Invoice Deadlines: Invoices must be submitted by November 30th (in respect of the September intake) and March 31st (in respect of the January intake) unless otherwise agreed in writing by both parties. Late invoices may not be paid, except in exceptional circumstances.

5.6 Students with Two Payments: For Successful Students with two payments, the University is at liberty to pay Commission proportionally if it chooses. In which case the balance is paid upon receiving outstanding fee amounts.

5.7 Rate of Commission: Appendix 4 specifies the rate of Commission.

5.8 Commission Calculation: The University shall pay the Representative a Commission for each Successful Student. The Commission amount and payment details are outlined in Appendix 4.

5.9 Tuition Fee Basis: Any Commission shall be calculated based on the Tuition Fee paid by each Successful Student, excluding any scholarships or discounts.

5.10 Payment Process: Payment of Commission shall be made to the Representative by bank transfer in compliance with SETU procedures and Irish Taxation (Revenue) guidelines after the final agreed invoice is received by the University.

5.11 Disputed Payments: In the event of a dispute regarding whether the Representative has recruited a Successful Student or other payment-related issues, the University's decision, based on a fair evaluation of evidence provided, will be final in determining whether the Representative recruited such student.

5.12 Expenses: The University shall only reimburse pre-approved expenses that are agreed in writing, incurred by the Representative in the discharge of the Representative's duties pursuant to this Agreement. This will only be considered in exceptional circumstances for additional work and will require the pre-approval of a senior office of the University in writing.

5.13 Programme Exclusions: Only full-time programmes of study (i.e. [Foundation], Undergraduate Programmes and Postgraduate Programmes) will be included in Commission calculations. There are exclusions typically for part time programmes, dual degree programmes, programmes delivered wholly online and research programmes e.g., PhD programmes.

6. Termination

6.1 Termination by the Representative: The Representative may terminate this Agreement by giving the University 30 days' prior written notice.

6.2 Termination by the University: The University may terminate this Agreement:

- **With Notice:** by giving the Representative 30 days' prior written notice.
- **Immediate Effect:** With immediate effect:
 - if the Representative breaches the Code of Conduct, involving dishonesty or misconduct.
 - if the Representative breaches this Agreement.
 - Pursuant to clause 6.5 (Insolvency).
 - Pursuant to clause 6.6 (Conduct).
 - Pursuant to clause 6.7 (Change of Control).
 - Pursuant to clause 6.8 (Death).

6.3 Term: This Agreement shall be deemed to have commenced on the Commencement Date and, unless terminated earlier in accordance with this clauses 6, shall continue for the Initial Term and shall automatically extend for a further period of twelve (12) months (the "**Extended Term**") at the end of the Initial Term and at the end of each Extended Term provided that this Agreement shall automatically terminate on the third anniversary of the Commencement Date unless otherwise agreed in writing by the parties.

6.4 Obligations After Termination: Termination of this Agreement shall not relieve either party of any obligations or liabilities that have accrued prior to the Termination Date.

6.5 Insolvency: If the Representative (being a Company) goes into liquidation either compulsory or voluntary (save for the purposes of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Representative (being an individual) makes an assignment for the benefit or composition with his creditors generally, has a bankruptcy order made, or threatens to do any of these things, or any judgment is made against the Representative or any similar occurrence under any jurisdiction affects the Representative, the University reserves the right to immediately terminate this Agreement.

6.6 Conduct Prejudicial: If the Representative engages in any conduct considered by the University to be prejudicial to its reputation or it's marketing generally, the University reserves the right to immediately terminate this Agreement.

6.7 Change of Management or Control: If there's a material change in the Representative's management or control, such as a change in directors or shareholders (except as permitted by this

Agreement or with prior written consent), or if the Representative relocates outside the Territory, the University can immediately terminate this Agreement.

6.8 Death and Illness: If the Representative is unable to fulfil their obligations for three consecutive months or for six months in a twelve-month period due to death, illness, accident, injury, or any other cause, the University can immediately terminate this Agreement.

7. Responsibility for Default

7.1 Indemnification: The Representative shall indemnify, defend and hold harmless the University from and against any and all Losses incurred or suffered by or made against the University arising directly or indirectly from the Representative's misrepresentations or breach of this Agreement.

7.2 Insurance: The Representative undertakes and agrees to take out and to maintain at its sole cost and expense, throughout the Term, and in the case of professional indemnity insurance, for a period of 7 years following the date of expiry or termination of this Agreement, adequate insurance policies, with a reputable insurer, to cover its obligations under this Agreement (including professional indemnity insurance, employer's liability insurance, public liability insurance and cyber insurance) covering claims for civil liability as well as negligence. The Representative further undertakes that it will not do or cause anything to be done to invalidate the insurance policies required by this clause and shall promptly notify the University of any material change to any of the policies. The Representative will, at the reasonable request of the University, furnish reasonable evidence of the existence of the above policies and of their renewal, together with satisfactory evidence of payment of premiums. In the event of such policies lapsing or not being renewed, the Representative will use its reasonable endeavours to provide at least 4 weeks' notice in writing to the University in advance of such event.

7.3 Withholding Commission: The University may withhold Commission if claims against the University exceed Commission owed.

8. Suspension

8.1 Suspension by the University: The University may suspend the Representative's appointment for such period (the "Suspension Period") and on such terms as it considers appropriate in the event of breach by the Representative of this Agreement or the Code of Conduct. The University may (but is not obliged to) stop accepting Prospective Students proposed by the Representative permanently or for a fixed period. This does not limit or affect any other rights and remedies of the University under this Agreement.

8.2 Effects of Suspension: During the Suspension Period, the Representative shall not be entitled to receive any Commission.

8.3 Regular Suspension Review: The University reviews suspension regularly.

9. Data Protection

9.1 Compliance with Data Protection Laws: Both parties shall diligently adhere to all applicable Data Protection Laws. This strict adherence applies to any personal data concerning either party's personnel or customers, or Prospective Students or Successful Students which is disclosed,

processed, or otherwise obtained or utilised in connection with this Agreement ("**Personal Data**"). The terms "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Prior Consultation**" and "**Data Protection Impact Assessment**" shall all have the meanings given to those terms in Data Protection Laws unless otherwise defined or the context otherwise requires in this Agreement.

9.2 Data Controller Status: The parties anticipate that pursuant to this Agreement, each party will independently assume the role of a Data Controller regarding the Personal Data for which it establishes the purpose of use. When the Representative functions as a Data Controller under this Agreement and in the course of fulfilling the Representative Role, it shall fulfil its obligations as a Data Controller in accordance with the Data Protection Laws.

9.3 Representative's Data Controller Responsibility: The Representative shall operate as a Data Controller and shall be responsible for the Personal Data it processes up to the point when said Personal Data transitions into the University's systems and is validated for accuracy. Any unauthorised disclosure of Personal Data, while under the Representative's purview and when acting as a Data Controller independently, shall be the exclusive responsibility of the Representative. In case of a personal data breach, the Representative shall address such matters in accordance with the legal obligations applicable in the Representative's own jurisdiction. The Representative shall indemnify and hold harmless the University from and against any and all Losses incurred or suffered by or made against the University arising directly or indirectly from any breach of the Data Protection Laws by the Representative.

9.4 The University's Data Controller Obligations: Once the Personal Data becomes an integral part of the University's systems, validated as accurate, and under the University's control, the University shall be bound by the obligations of a Data Controller in respect of such Personal Data. Any data breach occurring from that point onwards will be managed by the University in accordance with the Data Protection Laws.

9.5 Data Subject Rights: Any Data Subject wishing to exercise their rights concerning Personal Data shall initially engage with the Representative. Subsequently, after the Personal Data has transitioned into the University's control, as defined previously, the University shall assume responsibility for addressing the Data Subject's requests.

9.6 Communications to Prospective Students: All communications directed at Prospective Students shall accurately reflect the respective roles and responsibilities of the Data Controllers regarding their Personal Data.

10. Confidentiality

10.1 Mutual Confidentiality: Both parties agree to keep confidential any information received from the other party during the Term, except as may be otherwise required by law.

10.2 Student Information: The Representative shall not disclose any personal information or documents related to Prospective Students or Successful Students without the explicit consent of each such Student, except as required by Irish immigration authorities.

11. Annual Review

The Representative and the University may conduct an annual review of the operations under this Agreement in October of each year to assess performance, set targets, and make necessary adjustments to this Agreement.

12. General

12.1 Independent Contractor:

- **Independent Operation:** The Representative operates independently.
- **Not Employee or Partner:** The Representative is not an employee or partner of the University. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12.2 Agreement Amendments:

- **Amendment Requirement:** Amendments require written agreement.
- **Validity of Changes:** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.3 Notice: Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- delivered by hand or by pre-paid registered post or a next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (a) University: [insert address]
 - (b) Representative: [insert address]

12.4 No Waiver:

- **Enforcement of Clauses:** Failure to enforce a clause does not waive rights.

12.5 Entire Agreement: This Agreement, the documents annexed as Appendices to this Agreement [and the Application Form] contain the whole Agreement between the parties relating to the subject matter hereof and supersede all previous and contemporaneous Agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.

13. Severance: 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. If any provision or part-provision of this Agreement is deemed deleted

under this clause 13 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Counterparts: 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. The exchange of a fully executed version of this Agreement (in counterpart or otherwise) by electronic transmission (including .pdf or any electronic signature complying with Regulations (EU) N°910/2014 (eIDAS Regulation), e.g. www.docusign.com) is accepted and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be sufficient to bind the parties to the terms and conditions of this Agreement. No exchange of original signatures is necessary.

15. Governing Law and Jurisdiction

15.1 Governing Law: This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

15.2 Exclusive Jurisdiction: The parties irrevocably agree that the Courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNING

Executed as an Agreement

Executed by University

Executed by Recruitment Representative

Sinead Day/Donal *McAlister, International Affairs Manager*
Representative

Name of Agency

SETU GLOBAL

Insert name of Agency here

Date

Date

SAMPLE

Appendix 1 - Code of Conduct

Recruitment Representatives are expected to conduct themselves with the highest standards of integrity and professionalism in all interactions with the University, Prospective Students and Successful Students. This Code of Conduct outlines the principles and expectations that Recruitment Representatives must adhere to:

1. Integrity and Professionalism:

- 1.1 Recruitment Representatives will conduct themselves and their business with unwavering integrity, maintaining the reputation of their organisation and the University as reliable and trustworthy providers of high-quality education and training.

2. Communication of Information:

- 2.1 Recruitment Representatives will be honest and transparent in all forms of communication, ensuring that information provided about themselves, and the University is accurate and truthful. They shall not knowingly or by omission provide false, incomplete, or misleading information.

3. Quality of Information:

- 3.1 All claims made by a Recruitment Representative about themselves, the University, Prospective Students or Successful Students must be substantiated with documentary evidence. This applies equally to information provided about Potential Students to Irish visa authorities.

4. Informed Decision-Making:

- 4.1 Recruitment Representatives will provide Potential Students and their sponsors with sufficient, accurate, and unbiased information to enable them to make informed decisions about the suitability of the University, its programmes, and the South East as a destination for study.

5. Equality of Treatment:

- 5.1 Recruitment Representatives will promote the University fairly and without resorting to unfavourable or negative comparisons with other institutions or destinations. The choice of institution by a student or sponsor should not be influenced by the Recruitment Representative's financial interests.

6. Conflict of Interest:

- 6.1 Recruitment Representatives must promptly disclose any conflicts of interest that may affect their relationship with the University or Prospective Students or Successful Students. This includes financial interests, familial relationships, or other affiliations that could compromise their impartiality.

7. Data Privacy and Security:

- 7.1 Recruitment Representatives are responsible for handling all Prospective Student, Successful Student and University-related data in accordance with data protection laws and regulations. Confidential information must be securely stored and transmitted.

8. Continuous Professional Development:

- *8.1* Recruitment Representatives should actively engage in ongoing professional development to stay informed about changes in educational policies, immigration regulations, and best practices in the field.

9. Ethical Marketing and Advertising:

- *9.1* Recruitment Representatives shall engage in ethical marketing and advertising practices, refraining from false or deceptive advertising. Promotional Materials must accurately represent the University's offerings and policies.

10. Reporting Violations:

- *10.1* Recruitment Representatives are encouraged to report any violations of this Code of Conduct, whether by themselves or others, to the appropriate University authorities. Whistleblower protections are in place to ensure reporting without fear of retaliation.

11. Student Welfare and Support:

- *11.1* Recruitment Representatives should prioritise the well-being of Prospective Students and Students, providing information on available support services within the University and the wider community. Any concerns about student safety or welfare should be promptly reported in writing to the University.

12. Cultural Sensitivity and Inclusivity:

- *12.1* Recruitment Representatives are expected to be culturally sensitive and inclusive in their interactions with Prospective Students and Students from diverse backgrounds, respecting their beliefs, customs, and values. Discriminatory behaviour is strictly prohibited.

13. Review and Revision:

- *13.1* This Code of Conduct will undergo periodic review and revision to ensure its ongoing relevance and effectiveness. Recruitment Representatives will be informed of updates and provided with appropriate training.

Appendix 2 - Investigating Breaches of Code of Conduct

At SETU/the University, we uphold the highest standards in international education and student support, aligning with the regulations governing international student care in Ireland.

Note: While a Code of Practice and International Education Mark is in the process of becoming law in Ireland, a [voluntary code](#) under the Irish Higher Education Quality Network (IHEQN) is currently in place across Irish higher education institutions. This voluntary code ensures excellence in the recruitment, reception, education, pastoral care, and welfare of international students.

As a SETU member, we fully endorse these regulations and standards, underscoring our commitment to your safety, academic success, and overall satisfaction.

As a recruitment Representative, you are expected to adhere to these requirements and the existing Statement of Principles for the Ethical Recruitment of International Students (known as the London Statement, March 2012).

Upon entering an agreement with the University, Recruitment Representatives are obligated to follow the "Code of Conduct" consistently. Representatives will receive a copy of the Code of Conduct at the agreement's signing, along with an explanation of its implications.

Representatives are informed that the Agreement can be terminated immediately by the University for any breach of the Code of Conduct.

Representatives recognise the utmost importance of ethical performance. If the University becomes aware that a Representative is engaged in false, misleading, or deceptive conduct, or is in violation of the Code of Conduct, the University will promptly notify the Representative in writing to cease that activity.

Complaints alleging a Representative's violation of the agreement, or the Code of Conduct will be addressed only when submitted in writing and signed.

Upon receiving a written complaint, the University will investigate as follows:

- Send the complaint in writing to the Representative and request a written response.
- After receiving the response, the University will determine whether the complaint is valid.

If the complaint is upheld, the University may:

1. Withdraw recognition of the Representative.
2. Terminate the Agreement with the Representative.
3. Temporarily or permanently cease accepting Prospective Students or Studenty from that Representative.

Appendix 3 - Changing Representative Associations

In our commitment to providing excellent service, we aim to accommodate student preferences while ensuring transparency and fairness in our processes. Please note that we will not consider requests to change or associate an application with a Representative after the following deadlines:

- 1st of September (Semester 1 intake)
- 31st of January (Semester 2 intake)

To clarify the procedures, we have categorised the scenarios as follows:

Scenario 1: A student initially submits an independent application, and later, a Representative applies on their behalf.

- If the University offers admission (full or conditional) directly to the student, we will honour this offer and exclude any Representatives who subsequently apply on behalf of the student.
- The Representative will not be eligible for any commission related to this student.
- We will consider associating the application with a Representative and paying the appropriate commission only if the student follows these steps:
 - Submit a signed letter to globalrepresentatives@setu.ie, expressing the wish to use a specific Representative.
 - Include a copy of the passport's photograph page bearing the student's signature.
 - Send the letter from the same email address used for the original application.
 - Ensure the letter/email reaches globalrepresentatives@setu.ie on or before the specified deadlines (1st of September for Semester 1 intake or 31st of January for Semester 2 intake).

Scenario 2: A student initially applies through a Representative and later applies independently.

- If an offer (full or conditional) is made through a Representative on behalf of the student, we will honour this offer, and the Representative will be eligible for the appropriate commission.
- We will only consider the application as independent of a Representative, and no commission will be payable to the Representative if the student follows these steps:
 - Submit a signed letter to globalrepresentatives@setu.ie, stating the intention not to use a named Representative.
 - Include a copy of the passport's photograph page bearing the student's signature.
 - Send the letter from the same email address used for the independent application.
 - Ensure the letter/email reaches globalrepresentatives@setu.ie on or before the specified deadlines (1st of September for Semester 1 intake or 31st of January for Semester 2 intake).

Scenario 3: A student initially applies through one Representative, and later, a second or subsequent Representative applies on behalf of the same student.

- If an offer (full or conditional) is made through the first Representative, we will honour this offer and exclude any second or subsequent Representatives who apply on behalf of the student.
- The first Representative to make the application will be eligible for the appropriate commission.
- We will consider associating the application with a second or subsequent Representative and paying the appropriate commission to the second or subsequent named Representative only if the student follows these steps:
 - Submit a signed letter to globalrepresentatives@setu.ie, stating the intention to change to a different named Representative, and rationale for the request.
 - Include a copy of the passport's photograph page bearing the student's signature.
 - Ensure the letter/email reaches globalrepresentatives@setu.ie on or before the specified deadlines (1st of September for Semester 1 intake or 31st of January for Semester 2 intake).

Appendix 4 - Rates of Commission

1. The University will provide a one-time payment, hereafter referred to as the "**Commission**," calculated as follows:
 - 15% of a Tuition Fee for a Pathway Programme.
 - 15% of a Tuition Fee for an Undergraduate Programme or a Postgraduate Programme.

Notably, if a Student is admitted to both a Pathway Programme and [subsequently admitted to an Undergraduate Programme], the University will pay the Commission for both Programmes if the Representative demonstrates to the satisfaction of the University that their successful application for both Programmes was facilitated by the Representative, subject to the terms and conditions of this Agreement.

2. As an incentive, the Commission referred to in paragraph 1 above may be increased to a higher commission (the "**Incentive Commission**") at the discretion of the University, contingent upon the Representative meeting specific targets as outlined below and instead of the Commission:

Bracket A: 6 to 10 Students: 16% Commission
Bracket B: 11 to 15 Students: 17% Commission
Bracket C: 16 to 20 Students: 18% Commission
Bracket D: 21 to 25 Students: 19% Commission
Bracket E: Over 25 Students: 20% Commission

(Please note that a Representative will only be in one bracket, either Bracket A, B, C, D, or E.)

Example Table

3. Below is an illustrative table based on a Commission rate of 15% and each Successful Student paying €13,500. This table serves as a demonstration only and is not a contractual part of this Agreement:

Students Successfully Registered in Academic Year	Commission Rate	Tuition Fees Paid	Total Commission Paid
1	15%	€13,500.00	€2,025.00
10	16%	€135,000.00	€21,600.00
15	17%	€202,500.00	€34,425.00
20	18%	€270,000.00	€48,600.00
25	19%	€337,500.00	€64,125.00
26	20%	€351,000.00	€70,200.00

4. Regarding the Incentive Commission

If a Prospective Student enters the University through a Foundation Programme, a Pre-Masters Programme or a Bridging Programme, they will be counted once for the Academic Year they are later accepted into a Programme, regardless of whether it's in the same Academic Year or subsequent

Academic Years, and will not be counted for the Academic Year they enter the Foundation [Premasters or Bridging] Programme.

5. If a Successful Student changes their Programme before the Final Registration Date, the Commission will be paid based on the Programme they are enrolled in as of the Final Registration Date.
6. No Commission is payable for a second year or subsequent years of enrolment in the same Programme.
7. If the Tuition Fee for a Successful Student differs from the published fee for a Programme, such as due to a University Entry Award, Bursary, Scholarship, or other means, the Commission payable to the Representative will be calculated based on the Tuition Fee paid and received in, not the published fee.

Example Table

Published Fee	Entry Award / Scholarship	Net Fees	Percentage Commission	Commission Paid
€13,500	€3,000	€10,500	15%	€1,575

This brief explanation ensures that the process is easily understandable for all parties involved, making it clear that any Commission is based on the actual Tuition Fees paid by the Successful Student, which may be different from the published fee due to various factors like awards or scholarships.

8. Administration Fee for Scholarship Recipients:

In recognition of outstanding performance, the University may provide a one-time "**Marketing Fee**" to the Representative for each Successful Student who subsequently receives a full or 100% SETU scholarship ("**Scholarship Recipients**"). This fee will be paid instead of Commission.

- The Marketing Fee for Scholarship Recipients will be determined by the University and communicated to the Representative on a case-by-case basis, typically this is €250.
- To be eligible for the Marketing Fee, the Representative must provide documented evidence of their involvement in the recruitment of the Scholarship Recipient as per normal processes.
- Payment of the Marketing Fee will be made upon confirmation of the student's scholarship award and successful enrolment.
- The University reserves the right to review and modify the Marketing Fee structure at its discretion.