



## Applying the AIRC Standards as Practical Tools for Developing Agency Contracts

When higher education institutions develop partnerships with agencies to recruit international students, it is essential that all elements of a highly detailed institutional-agency contract are fully understood and vetted. Further, there must be constant monitoring of activities by both contracted partners—the institution and the agency—to drive continuous improvement and quality.

This document demonstrates how many of the AIRC Standards and AIRC Guidelines for Best Practice, as adopted by its members, align with key elements of contracts between recruitment agencies and institutions.

First, the existence of a contractual relationship is an AIRC Standard:

AIRC Standard 4.1.1:

*There is a written legal relationship in the form of a contract or agreement which clearly states the nature of the partnership, scope of respective roles and responsibilities, quality assurance measures to be implemented and method of monitoring the contractual obligations (such as an annual report to the institution on the results of recruitment practices or other mutually agreed stipulations).*

Second, the *AIRC Guidelines for Best Practice* for institutional and pathway members calls for clear procedures and mechanisms to understand the business relationship between an institution and an educational agency. A contract spells out all specifics of the expectations of both parties.

### **Guideline 4: Engaged and Strategic Agent Management**

AIRC Institutional and Pathway Members collaborate closely with their agency partners to establish clear procedures for a sustainable agent-institutional relationship, including mechanisms for compliance with AIRC guidelines.

#### Purpose:

Adherence to this guideline ensures that (a) effective communication procedures are in place; and (b) expectations of the relationship are clearly understood and is also a commitment to understanding and complying with the AIRC guidelines.

The essential components a contract between an institution and an agent should include:

Scope of Services	Marketing/Publication Issues
Length of Agreement	Legalities (Liabilities)
Termination or Separation Conditions	Placement Policy or Conditions
Commission Terms, Withdrawal/Refund Terms	Application/Enrollment Processes
Dispute Resolution Process	Designated Contact Person
Payment Process	Training and Support Expectation
Recognition of Agency Status (Certification of Representation)	Transparency (Website and Publications)

Key components to include in a contract between an institution and an education agent to recruit students are set forth below, followed by the AIRC Standard(s) relating to the specific contract components

*Note: This list is based on samples provided by AIRC institutional member contracts with educational agents (often referred to as contractors or representatives) and is not meant to be finite. All institutions are advised to seek legal counsel in the development of contracts.*

### **Sample Key Components to Include in Contracts with Education Agents**

#### **Purpose**

The University seeks to promote the enrollment of full-time international students in its [English Language Institute,] undergraduate and graduate degree programs. The Contractor will work in accordance with AIRC (American International Recruitment Council) standards to promote and publicize the University and its programs to international students and encourage their enrollment.

#### **Services and Responsibilities of Contractor**

Under this contract, the contractor must:

1. Recruit international students (non-immigrant status) to undertake University academic programs in accordance with University procedures and requirements

2. Provide prospective students with accurate information about University academic program requirements and U.S. immigration regulations based on AIRC Standards.

*2.7 Appropriateness and Accuracy of Services Rendered*

*2.7.1 The agency remains updated about and follows the instruction of the U.S. Consulate in regard to immigration procedures.*

*2.7.2 The agency uses current information about institutions and their admissions criteria (including language proficiency), program offerings and their academic prerequisites; rate of graduation, tuition and fees; personal expenses; scholarships; health insurance; calendar and academic support services as well as support services for international students; housing opportunities; the grounds on which the student's enrollment may be deferred, suspended or discontinued; work opportunities while a student and upon graduation and other matters of importance to the student.*

3. Promote University academic programs with integrity and accuracy and recruit students in an honest, ethical and responsible manner based on AIRC Standards.

*2.1 Knowledge of the U.S. Education System*

- Agency staff have a strong working knowledge of the education system in the United States, as well as of the specific institutional clients they serve.*

*2.2 Advertising/Marketing*

- The agency represents itself honestly, claims competency when demonstrable, and avoids misrepresentation.*

*2.3 Respect for Intellectual Property*

- The agency uses only authorized material, (including logos) from educational institutions.*

*2.5 Conflicts of Interest*

- The agency manages its relationships with institutions, organizations and students to ensure impartiality and transparency.*

*2.6 Transparency and Integrity of Services Rendered*

- The agency conducts itself in a transparent manner in which only truthful claims are made, and both institutions and students are served in an unbiased manner.*

4. Assist student applicants through the application process to ensure students are in possession of all evidence and documents required to accompany a student's application.

*4.1.4 The agency provides legitimate documents to institutions which are properly notarized or attested as to their authenticity.*

*4.1.5 The agency does not knowingly provide false or misleading records of student academic achievement, preparation, and financial capability. Further, the agency ensures that essays and/or statement of purpose are originally created by the student to whom they are attributed.*

5. Only undertake promotional and marketing activities expressly authorized by University:

*2.2 Advertising/Marketing*

*The agency represents itself honestly, claims competency when demonstrable, and avoids misrepresentation.*

*2.3 Respect for Intellectual Property*

*The agency uses only authorized material, (including logos) from educational institutions.*

6. Take no action that will result in the University being in non-compliance with any (a) U.S. law or regulations; (b) local or national laws or regulations of the country; or (c) countries in which the Contractor operates.
7. Submit an invoice to the Contractor in accordance to the agreed-upon agreement and university requirements with University requirements for agreed-upon payment.

Under this contract, the Contractor **must not**:

1. Engage in any dishonest practices such as suggesting that prospective students are allowed to study in the United States on anything other than a student visa with a primary purpose of full time study only.

*2.7.1 The agency remains updated about and follows the instruction of the U.S. Consulate in regard to immigration procedures.*

2. Facilitate applications for students who do not comply with non-immigrant visa requirements;
3. Make any representations or offer any guarantees to students about (a) whether they will be granted a student visa; or (b) the likelihood of awards of financial aid or scholarships.

*3.1.4 Promises or guarantees are made by the agency only when backed by facts that they will be achieved.*

4. Commit the University to accept any prospective student into an academic program and make any representation to the contrary.

### **Responsibilities of the University to the Contractor**

The University must use reasonable endeavors to:

1. Provide the contractor with sufficient information about the University to enable the Contractor to conduct its services;
2. Communicate any changes made to policy and procedures, academic programs and course list;

3. Continuously provide new and updated promotional materials and information;

4. Duly process all applications promptly to the best of the University's ability; however, the University is under no obligation to accept any prospective students referred to by the Contractor.

*4.1.2 The agency maintains regular contact with institutions which enables consistent and timely communication.*

**Contractor Fees:** The University agrees to pay the Contractor for successfully providing the services outlined in the section entitled "Services and Responsibilities of the Contractor".

- a. University commission rate; or
- b. Percentage of U.S. non-resident tuition paid in full by international students who enroll in academic programs

**Other Contract Components:**

- The University and *Contractor* should periodically consult to review processes, progress of recruitment, and marketing strategies to ensure quality.

*4.2.1 The agency keeps recent (within 3 years) institutional client satisfaction records on file for purposes of external review.*

- The Consultant must ensure that the staff members responsible for the pre- and post-enrollment of international students are qualified, trained, and knowledgeable of University admission standards.

*1.3.2 Human Resources - Employees or other people working for or on behalf of the agency are competent, well informed, reputable and act at all times in the best interest of the applicant and institutions.*

- The Consultant must provide a list of any fees charged to international students for its services. This includes the agent refund policy and a copy of the written agreement between the agent and the student, prior to performing these services.

*1.5.2 The agency has a schedule of fees for services rendered student clients which is readily understood and visible to all student clients.*

*1.5.3 The agency has a refund policy which is readily understood, publicly posted and visible to all student clients.*

- Agent must accurately inform prospective students about the University academic program requirements.. by referencing the material provided by the University and through direct communication with University personnel.

*4.1.2 The agency maintains regular contact with institutions which enables consistent and timely communication.*

- The Consultant will only use promotional and marketing activities that are expressly authorized by the University.

Another example: Contractor must not utilize any institutional marks (JI: What is a Mark?) in any way whatsoever, without prior written authorization from University.

*2.3 Respect for Intellectual Property*

*The agency uses only authorized material, (including logos) from educational institutions.*

- The Consultant must provide prospective students, before they begin the application process, with information provided to the representative by University about:

Facilities, equipment and learning resources;  
Academic programs;  
Program fee and refund conditions;  
Minimum levels of English language ability;

*2.7.2 The agency uses current information about institutions and their admissions criteria (including language proficiency), program offerings and their academic prerequisites; rate of graduation, tuition and fees; personal expenses; scholarships; health insurance; calendar and academic support services as well as support services for international students; housing opportunities; the grounds on which the student's enrollment may be deferred, suspended or discontinued; work opportunities while a student and upon graduation and other matters of importance to the student.*

*2.7.3 The agency provides accurate information concerning the specific nature of the institution to which a student is being recruited – such as whether study will be at the parent institution; a branch campus in or outside of the United States; by distance education; a joint degree or twinning program outside of the United States, etc.*

Living in the U.S. and [city];

*2.7.6 The agency provides accurate and current information concerning the cost of travel to the host institution.*

- The Contractor is committed to providing the University with applicants who are deemed qualified for consideration of admission and whose application materials are vetted by the Contractor and properly attested to be authentic.

*4.1.3 - The agency provides legitimate documents to institutions which are properly notarized or attested as to their authenticity.*

Link to the AIRC Standards: <http://www.airc-education.org/airc-certification-apply>