

<b>Policy Title:</b>	International Student Recruitment Agent Management	<b>Number:</b>	ADMIN 124
<b>Owner:</b>	Senior Vice-President Corporate Services and CFO	<b>Supersedes Existing Policy:</b>	N
<b>Associated Procedure:</b>	N	<b>Date Last Approved by the CET:</b>	January 11, 2023
<b>Next Review Date:</b>	Jan. 11, 2026		

## International Student Recruitment Agent Management

### 1. Introduction and Purpose

To provide direction on the appointment, certification, management, and termination of external third-party agencies who recruit students on behalf of Loyalist College.

### 2. Application

This policy applies to all external third-party agencies who recruit students on behalf of Loyalist and Loyalist employees (permanent and contract) who interact with these agencies.

### 3. Definitions

**Agency agreement** refers to the contract between Loyalist College and an international student recruitment agency that outlines the terms and conditions under which the services of the agency are provided.

**Agency Code of Conduct (ACC)** outlines the principles and standards that all agencies accept and observe when acting on behalf of Loyalist College.

**Business days** are Monday to Friday and exclude Saturdays, Sundays, statutory holidays or any other day that Loyalist publicly acknowledges that it is closed.

**Certification** refers to the proof that an agency is certified as a Loyalist partner based on their compliance with the standards, responsibilities and practices set forth in Loyalist's policies, the ACC and agency agreement.

**International student recruitment agency** is a commercial, external third-party that is authorized to recruit students for Loyalist through a formal agency agreement. The agency is paid a commission for each successful student enrolment. Agencies can be self-incorporated individuals, privately-owned partnerships, publicly traded corporations, or agent aggregators. Agencies can also include education portals, professional associations, education institutions or other entities that are monetarily compensated for their recruitment of students on behalf of Loyalist.

**Politically exposed person (PEP)** is an individual with a high-profile political role and/or who has been entrusted with a prominent public function. Family members and close associates of a PEP are also considered PEPs themselves.

## **4. Policy Statement – General Principles**

- a. Only agencies that have signed agency agreements with, and are certified by, Loyalist College are authorized to represent and recruit students on Loyalist's behalf.
- b. If there is any conflict or inconsistency between the terms and provisions of this policy and the agency agreement, the provisions of the agency agreement shall prevail.

## **5. Roles and Responsibilities**

- a. Only agencies that have signed agency agreements with, and are certified by, Loyalist College are authorized to represent and recruit students on Loyalist's behalf.
- b. If there is any conflict or inconsistency between the terms and provisions of this policy and the agency agreement, the provisions of the agency agreement shall prevail.

### **5.1**

Loyalist College is responsible for the appointment, certification, training, management, and termination of agencies.

### **5.2**

Specific responsibilities include:

- › having contractual oversight of agencies, including their selection, renewal, and termination
- › managing agency compliance with all relevant Loyalist policies, particularly those related to agency training, support, and performance review
- › training agencies during their onboarding and throughout the term of their engagement
- › managing and mitigating reputational and other risks associated with agencies
- › collaborating with stakeholders on agency and relationship management.

### **5.3**

Loyalist-certified agencies are responsible for acting professionally and ethically in accordance with this policy, the Agency Code of Conduct (ACC), the conditions of the agency agreement and other Loyalist

## **6. Assessment and Appointment**

### **6.1**

Loyalist College conducts and documents due diligence when assessing the suitability of prospective agencies against appropriate criteria that includes the agency's:

- › student recruitment experience and application success rates
- › business location and online presence
- › business conduct, annual plans, and marketing samples
- › knowledge of Loyalist and the Canadian post-secondary education system
- › demonstrated ability to comply with the ACC
- › clearance from international sanctions
- › referee feedback.

### **6.2**

Loyalist will collect and record sufficient information to screen the agency.

### **6.3**

Loyalist will sign an agency agreement with agencies that meet the criteria listed in section 6.1 and demonstrate a commitment to comply with the ACC.

### **6.4**

Loyalist will certify that agencies have fulfilled all the conditions in the agency agreement and have received onboarding training.

### **6.5**

Only certified agencies can recruit students on Loyalist's behalf.

### **6.6**

Loyalist will document and maintain records of agency agreements, due diligence undertaken and certification.

### **6.7**

A provisional agency agreement may be issued under exceptional circumstances, such as when conditions dictate an accelerated response.

## **7. Onboarding and Training**

### **7.1**

Loyalist College will conduct initial training session(s) for all newly appointed agencies.

### **7.2**

The College will maintain regular contact with agencies and advise them via telephone, written communication, virtual meetings and/or in-person visits to provide updates to training or to refresh marketing materials. Advisement includes details on:

- › updated academic program, school, and admission information
- › revisions to procedures and application processes, including the use of ICAS and Loyalist's on-line-application portal
- › information regarding relevant policies and/or changes to legal or regulatory conditions
- › branding guidelines, including the use and placement of Loyalist wordmarks, logos, and promotional materials.

### **7.3**

Agencies are expected to undertake at least one training session each year with Loyalist College, to be delivered during visits or online forums.

### **7.4**

Agencies are responsible for familiarizing themselves with academic program changes, policies, admissions, marketing materials, application processes, visa regulations and other applicable information.

## **8. Monitoring**

### **8.1**

Loyalist College will monitor contracted agencies' websites and other media (e.g., social) on a regular basis to ensure accurate and current representation of Loyalist-related information, including adherence to the terms and conditions for applications and admission.

### **8.2**

The College may randomly inspect agencies virtually or during on-site visits across any of the elements listed in the Annual Review and Renewal section.

### **8.3**

Agencies who misrepresent Loyalist are subject to the corrective action outlined in the Corrective Action section.

#### **8.4**

Loyalist will collect information and maintain records of the outcomes of all agency monitoring and inspection activities whenever possible.

#### **8.5**

Loyalist will investigate and track any complaints about an agency that are raised by another agency, student, applicant or industry stakeholder.

#### **8.6**

When Loyalist finds complaints against an agency are warranted, the agency will be subject to the corrective action outlined in the Corrective Action section.

#### **8.7**

Loyalist may conduct an audit of an agency's compliance with the agency agreement, the ACC and this policy at any time.

### **9. Commission Payments**

- a. Commission payments and any other funds or remittances payable to agencies can only be transferred to agencies
- b. Loyalist reserves the right to withhold payments to agencies who are in violation of this policy and/or the conditions outlined in the agency agreement.

### **10. Annual Review and Renewal**

- a. Loyalist will carry out a formal evaluation of agencies annually and more frequently, where warranted.
- b. Loyalist will collect the information required to conduct qualitative and quantitative reviews of agency performance. This can include, but is not limited to, enrolment reports, interviews with agencies and their employees, observations of events and interactions with students, prospective students, and feedback from internal and external stakeholders.
- c. Loyalist will perform a full review of agency performance prior to the renewal of the agency agreement.
- d. Based on the results of the annual review, ongoing monitoring, and other factors, Loyalist may or may not re-certify an agency and/or invite an agency to renew their agency agreement at the end of the current agreement term.
- e. Re-certification will require updated training to be completed.

## **11. Corrective Action**

- a. Loyalist will issue a written warning to agencies who are in breach of this policy, their agency agreement or the ACC. The warning will detail the infraction, corrective action, and timeframe to complete the corrective action.
- b. Agencies are required to submit a written response either acknowledging or appealing the warning within ten business days of the warning issuance date. Should the agency not respond to Loyalist's warning within this time frame, Loyalist shall move forward with corrective action.
- c. Loyalist will review and provide a written response to agency appeals within 15 business days of receipt of the appeal.
- d. Unless an alternate timeframe is mutually agreed upon by the agency and Loyalist, agencies with failed appeals are given ten business days from the time Loyalist communicates their decision to remedy the infraction.
- e. Agencies identified with unremedied infractions may be subject to some or all the following actions:
  - i. additional training as mandated by Loyalist
  - ii. restriction of recruitment activities on behalf of Loyalist
  - iii. lowering of application and/or commissionable-student quotas, as applicable
  - iv. temporary suspension of the agency's representation of Loyalist.
- f. If the agency does not undertake subsequent corrective action(s) after the issuance of the written warning, Loyalist reserves the right to terminate the agency agreement in accordance with the Termination section of this policy.

## **12. Termination**

- a. Loyalist may terminate the agency agreement without liability, cost, or penalty at any time, in accordance with the conditions outlined in the agency agreement.
- b. Where possible, Loyalist will support terminations with available corroborating evidence secured from documented investigative and/or corrective efforts.
- c. Loyalist will provide written notification of the termination to the agency, including the grounds for the decision.

## **13. Records and Data Storage**

- a. Loyalist securely stores digital records of contracted agencies in a central location. Access to this data will be limited to Loyalist employees and other authorities as assigned by Loyalist and/or as required by legislation.

## **14. Conflict of Interest**

- a. In accordance with the ADMIN 107 Conflict of Interest, employees must disclose any relationship with a prospective or current agency that may create a real and/or perceived conflict to their direct supervisor, the Director International Education, and the Manager of Risk, Contracts, and Insurance.

## **15. Related Documents**

- ADMIN 107 Conflict of Interest