

**Policy and Procedures for the Use of Independent
Community Champion (ICC)**

for

Student Recruitment

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Introduction

ASTML proposes use of ICC in Promotion, Marketing and Recruitment in appropriate circumstances. ICCs may be defined as third parties contracted by ASTML to fulfil certain agreed functions, in relation to the publicity and marketing of programmes and the recruitment of prospective students. In contracting with such ICCs, ASTML recognises that it is ultimately ASTML's responsibility for the academic standards of courses it delivers, and that the use and activities of ICCs must be compatible with the effective discharge of that responsibility.

The purpose of this paper is to set out ASTML's policy, procedures and requirements in relation to the use of ICCs.

Policy

- (i) ASTML will only consider appointing ICCs who have appropriate standing within local educational communities, sound financial standing, the legal status to contract binding agreements, and an appropriate understanding of the UK higher/further education system
- (ii) ASTML will only negotiate arrangements with ICCs which are compatible with the effective discharging of its responsibilities for the academic standards of awards
- (iii) ASTML requires that these arrangements are set out in a legally binding agreement.
- (iv) ASTML, during the agreement period, will monitor the conduct of the ICC and, if it perceives that the terms of the contract have been breached, require remedial action to be taken or, in the case of serious breaches, terminate the contract
- (v) ASTML, at the end of the agreement period, will conduct a full review of the ICC leading to a recommendation about whether the agreement should be continued or terminated.

Procedure and Requirements

- (1) the selection of ICCs
- (2) negotiation of arrangements
- (3) legally binding agreement or contract
- (4) arrangements for monitoring and
- (5) arrangements for review.

1. The Selection of ICCs

A prospective ICC may offer his or her services, be recommended, or otherwise identified by ASTML. In order to consider the use of such an ICC, ASTML requires that:

- (i) the prospective ICC should have appropriate standing with the local educational community
- (ii) the prospective ICC should be financially sound
- (iii) the prospective ICC should have the legal status to contract with ASTML
- (iv) the prospective ICC should have a knowledge and understanding of UK higher education

These matters should be fully investigated by the COO and in light of the requirement decide whether to proceed with the appointment procedure.

2. Negotiation of Arrangements with Prospective ICCs

Where the COO authorises the procedure to continue, These should cover the obligations of the ICC and restrictions upon their conduct, the obligations of ASTML, arrangements for monitoring, commercial arrangements, financial arrangements, procedures for terminating the agreement, arbitration, and matters of legal jurisdiction.

2.1 The Obligations of the ICC

The obligations of the ICC include:

- to promote and market ASTML and its courses within an agreed and defined geographical area
- to secure appropriately qualified candidates for ASTML's programmes
- to advise such candidates on how to apply

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- to follow ASTML's policies and practices in relation to students, including policies in relation to Codes produced by UK higher education bodies
- to visit ASTML centres from time to time and familiarise with the courses available and to discuss matters of mutual concern with officers of ASTML and with appropriate members of the academic staff
- to inform ASTML immediately of any change in ICC's management or control, financial position, or personnel
- to conduct themselves at all times in ways that reflect credit upon ASTML

2.2 Restrictions on the ICC

Restrictions include:

- ICCs must not publish any advertisement or promotional material which refers in any way to ASTML without its prior approval
- ICCs must not misrepresent ASTML or misuse its identity, logo, tagline etc.
- ICC must not seek or accept payment from potential students for services, unless ASTML has agreed to the charging of fees for specific services
- ICC must not to sub contract duties or obligations unless expressly approved to do so by ASTML
- ICC must not to misrepresent their personal position, and in particular not to represent themselves as capable of admitting students to ASTML's courses
- ICC must not to conduct their activities in any venue which ASTML considered unsuitable
- ICC must not to enter into negotiations or contracts or bind ASTML in any way

2.3 The Obligations of ASTML

ASTML's obligations are:

- to make an adequate supply of approved promotional materials available as well as details of the fee structure

- to advise the ICC when courses are filled or capacity limited
- to advise the ICC promptly of any new or additional courses or of any substantial variation in the syllabus for a course
- to record and notify the receipt of all applications prior to forwarding them to the Admissions Office for processing

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- to deal promptly with enquiries from the ICC
- to send members of ASTML staff to events organised by ICC to support the latter's work in promoting ASTML and advising potential applicants

2.4 Arrangements for Monitoring

Monitoring will be undertaken by the ASTML's COO and Head of Marketing and include both annual reviews and regular visits to the ICC by the COO/Head of Marketing.

2.5 Commercial Arrangements

The commercial arrangements will include the setting of annual targets for recruitment and an annual marketing plan for advertising and promotional activities.

2.6 Financial Arrangements

Financial arrangements will include rate of payment, basis of payment and budgets for promotion.

2.7 Termination Arrangements

ASTML reserves the right to terminate the agreement in the event of it being breached by the ICC, the latter engaging in conduct which is prejudicial to ASTML or to the reputation of UK higher education, the insolvency of the ICC, a change in management or control without the consent of ASTML, or the death or incapacity of an ICC.

2.8 Arbitration Arrangements

Disputes arising from agreements may be referred for arbitration to a single arbitrator to be nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

2.9 Legal Jurisdiction

ASTML insists that the agreement is governed by English law and that any proceedings arising out of it should be brought in England, but that it may, if necessary, pursue proceedings in any jurisdiction it thinks appropriate.

3 Legally Binding Agreement or Contract

Once arrangements have been negotiated with an ICC, they should be embodied in a legally binding agreement or contract. The contract should be signed by the Chief Operating Officer responsible for the quality of teaching and learning on behalf of ASTML and by the ICC, and in both cases the signatures should be independently witnessed.

4 Register of Approved ICCs

Once the agreement has been concluded, the agency may be entered on ASTML's Register of Approved ICCs. The information held on the Register includes:

- the name and address of the ICC
- the date of the formal agreement of the contract and the date on which it will end

5 Procedures for Monitoring

The COO/Head of Marketing will monitor the activities of the ICC. At regular intervals during the course of the contract, the ICC will be visited by the COO of the International Office (or nominee). He or she will assess whether the ICC is fulfilling the terms of the agreement.

In the event of a perceived breach of obligations or of restrictions, the COO will notify the ICC and require remedy within fourteen days. If a remedy is not forthcoming, the COO will prepare a report for the COO responsible for learning and teaching who may terminate the agreement, following which the name of the ICC will be removed from the approved register.

6 Procedures for Review

At the conclusion of the contract, the agreement will be subject to formal review. The review will seek to establish:

- whether the ICC retains the status within the educational community, financial standing, and legal status to be re-appointed
- whether the ICC will continue to be able to discharge their obligations and abide by restrictions

The review will be conducted by the COO and Head of Marketing. The Head of Marketing should prepare a report for the COO in order to decide whether or not the contract should be renewed and the ICC's name allowed to remain on the register.