



**Higher Education Services
Agent Approval
& Progression Agreement Process**

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Higher Education Services Agent Approval and Progression Agreement Process

1.0 Introduction

1.1 This policy is informed by the British Council UK Agent Quality Framework (AQF). The purpose of this document is to provide a set of procedures for the approval and monitoring of UK and international agents (progression agreements) at FutureLearn. These procedures are designed to ensure that responsibilities are clearly documented and that standards are maintained and enhanced in accordance with FutureLearn's Regulatory Framework and reference to:

- [UK Quality Code](#)
- [Advice and Guidance](#)
- [Admissions, Recruitment and Widening Access](#)
- [British Council - Good Practice Guide for Education Representatives](#)

2.0 Definition of Articulation

2.1 An agent in the context of higher education is a third-party individual or organisation, often based overseas, that recruits students on behalf of a university. Agents support prospective students with the application process and are usually paid a commission for successful enrolments.

- [British Council, Guide to Good Practice for Education Agents and Consultants](#)
- [QAA, Advice and Guidance: Recruitment, Selection and Admission to Higher Education](#)

2.2 A progression agreement is a formal partnership between an educational institution and another (usually international) organisation that outlines the academic pathways allowing students to transfer or progress from one programme to another typically from a partner college or university to a degree programme at the host university.

- [ECCTIS](#)
- [QAA, Partnership Guide](#)

3.0 The Articulation Approval and Monitoring Process

There are six stages in the approval and monitoring of agent and/or progression agreements:

3.1 Initial Consideration of Proposal and Commercial Advantage

3.1.1 It is the responsibility of the Vice President Higher Education Services or nominee to conduct a preliminary review of potential agent partnerships, including those involving progression agreements. This review involves evaluating the business case using the [Agent Proposal Form](#) and, where necessary, the [Progression Agreement Form](#). The evaluation will consider:

- Expected business scope, target markets, programmes, and student demographics.
- Operational setup, office locations (if applicable), staffing, marketing strategies, and student support.
- Previous experience with UK higher education providers.
- Projected student recruitment numbers.
- Route to higher education through progression pathways.

3.2 Due Diligence Assessment

3.2.1 All agent relationships, including progression agreements, must undergo a due diligence check as per FutureLearn's [Academic Partnerships and Due Diligence Policy](#). Any agent or partner organisation must be legally registered and compliant with local laws. Sole traders must meet their country's legal requirements for such business operations. Partners must be authorised to provide the contracted

services and must supply documentation proving legal and operational credibility. Any conflict of interest must be declared.

3.2.2 If UK agents plan to receive prospective students on behalf of FutureLearn and request to display FutureLearn branding, additional checks may be performed. The Vice President Higher Education Services may authorise a site visit by a qualified FutureLearn member or an approved third party. In cases where external assessors are used, the Director of Academic Affairs must confirm their suitability to ensure FutureLearn's standards are upheld.

3.3 Approval Process

3.3.1 The proposal and accompanying due diligence materials will be reviewed by the Global University Systems (GUS) Legal team alongside the Vice President Higher Education Services or their nominee. They will assess whether the agent is capable of delivering recruitment services that align with the standards expected by FutureLearn. If the evaluation raises concerns, the matter will be escalated to the Academic Partnerships and Admissions Committee for a final decision. Should a proposed agent show weaknesses in specific areas, but those issues are considered correctable, tailored support and a clear timeframe will be provided to enable improvement.

3.3.2 Progression agreements are formally reviewed and approved by the Academic Partnerships and Admissions Committee. These agreements acknowledge the qualifications awarded by partner institutions but do not imply automatic entry into FutureLearn's partners programmes. Any such proposal must clearly demonstrate academic alignment between the partner's courses and those offered by FutureLearn's partners. In cases where an agent or progression arrangement includes unusual terms or additional components, final approval must also be obtained from the Executive.

3.4 Written Agreement

3.4.1 A written agreement will be developed, with roles and responsibilities clearly set out and agreed before any agent (progression agreement) arrangement commences. The agreement will be approved by the GUS General Legal Counsel (or nominee) and signed by the Finance Director. The agreement will include financial details, minimum student numbers, legal aspects, duration period, expectations and behaviour norms, approval of marketing collateral (where permission is granted). The duration of agent agreements will be for three years and extended on a continual basis unless any cause for concern is identified following ongoing commercial assessments and/or annual monitoring.

3.5 Agent Register

3.5.1 Once agreed the agent will be added to the Agent Register held by the Academic Quality team.

3.6 Operations and Marketing Material

3.6.1 Agents (progression agreement partners) will be provided with initial training via a virtual meeting or face to face. The session is to ensure accurate and effective promotion of the agreed programmes. Training will include:

- An overview of the partner University.
- Agreed programme information.
- Entry requirements and documentation.
- Application submission process.
- UK HE regulatory understanding and legal requirements.
- University and FutureLearn standards and quality expectations.
- Approval, review, and monitoring processes.

- Marketing approval process.

Agents will also receive on-going training and support from FutureLearn to ensure the student experience at recruitment meets FutureLearn standards.

3.7 Ongoing Monitoring and Review

3.7.1 Agent partnerships will undergo a yearly review to ensure continued compliance and effectiveness. This review will cover:

- Verification that the agent remains legally registered.
- Approval of any published content, including websites, social media, and promotional materials.
- Evaluation of the accuracy of admissions advice given, through either recorded calls (when available) or feedback from the Student Recruitment and Onboarding Survey.
- Assessment of agent conduct and practices, including random checks and review of third-party representatives.

3.7.2 Ongoing commercial evaluation will also take place, focusing on the volume and quality of student applications, as well as the academic progress and outcomes of those recruited.

3.7.3 The Academic Partnerships and Admissions Committee will conduct an annual review of all progression agreements. This will specifically consider student success rates and determine whether the agreement should be maintained, revised, or discontinued.

3.7.4 The policy will be kept under review and formally reviewed every three years by the Academic Quality Lead.

4.0 Termination

4.1 Either FutureLearn or the agent has the right to end the agreement at any point during the initial or any renewal period, provided that a written notice of at least one month is given to the other party. Once the agreement is terminated, FutureLearn will issue a formal termination notice to the agent. This notice will instruct the agent to immediately halt all recruitment and promotional activities. Any branded materials previously supplied must be returned or destroyed within seven days of termination. From the termination date, FutureLearn will no longer accept student referrals from the agent, and any pending commission payments will be managed in line with the terms outlined in the original agreement. Certain responsibilities will remain in effect even after termination, including those related to payment and commission, confidentiality, data protection, indemnity, liability limitations, and insurance.

4.2 FutureLearn reserves the right to terminate the agreement without prior notice in specific situations. Immediate termination can be enforced through written communication to the agent if:

- The agent commits a serious breach that cannot be resolved, or fails to resolve a breach within 14 days of being formally notified.
- Repeated violations suggest a lack of intent or capability to meet the agreement's terms.
- The agent becomes insolvent or initiates insolvency proceedings.
- The agent halts or intends to halt a significant portion of its operations.
- Ownership of the agent changes, as defined by [section 1124 of the UK Corporation Tax Act 2010](#).
- The agent fails to consistently meet the standards outlined in the agreement with FutureLearn.
- The agent, in FutureLearn's judgment, acts in a way that harms or risks harming the reputation, brand, or interests of FutureLearn.
- If the agent loses its legal status or operating licenses, or is prohibited from trading by law, the agreement will be considered automatically terminated without the need for notice.

4.2.1 Such immediate termination decisions are made by the Director of Academic Affairs and Vice President Higher Education Services, with prompt notification to all involved parties. Typically, a termination letter will be issued within 24 hours, requiring the agent to cease all activities related to FutureLearn immediately. FutureLearn will then conduct an internal review to address any student related matters and to ensure the situation is resolved appropriately. The outcomes of this investigation are for internal use only and are not typically disclosed to the agent.

Appendix

Agent and Progression Agreement Proposal Form	
Agent/Progression Agreement Partner Name: Title: Presented Region:	
Registered Name: Trading Name:	
Main Address:	
Type of Recruitment:	
Indicate if the agent's (progression agreement partner) premises are of a suitable and professional standard?	
Indicate if the agent's (progression agreement partner) website is of a suitable and professional standard?	
Summary of preliminary checks:	
Rationale for the Proposal	
Benefits of the partnership:	
Current activity of the proposed agent (progression agreement partner):	
Perceived risk of collaborating with the agent (progression agreement partner): Low Medium High	
Decision: Signed & Date:	

Progression Agreement	
Name of proposed partner:	
Address:	
Partner Programme & Level:	
FutureLearn's Partner University Programme & Level:	
Is curriculum mapping required?	
Date undertaken:	
Any additional requirements needed for entry:	
First intake start date:	
Overview of financial arrangements:	

UK & International Agent Application Form	
Company Legal Registered Name & Licence Number:	
Company Trading Name:	
Limited/Partnership/Sole Trader or Other: If a sole proprietor or partnership includes a tax registration number and a copy of the passports. If a limited company confirms the shareholders names, dates of birth, nationality, and percentage of ownership within the business.	
Company Registered Address:	
Current Trading Address:	
Company Telephone Number:	
Company Website and Social Media Pages:	
Company Contact Details:	
Confirm all Directors: Name, DOB and Email	

Is the company engaged in any other business activities other than student recruitment? Give details	
Number of Staff Employed:	
List all Offices that the Company Operates From:	
Provide details of any agent/agent accredited training or registration undertaken by your company (e.g. British Council Training)	
Insurance Certificates, please name:	
Are Prospective Students Charged?	
Services to Students:	
Any Potential Conflicts of Interest with FutureLearn:	
UK Standards: Privacy Notice Data Protection Notice Awareness of the UK Bribery Act 2010 Awareness of the Modern Slavery Act 2015 Awareness of the UK Prevent Duty	
Details of Two Referees: Company Name Contact Name Job Title Address Telephone Number Email Address	
Company Turnover for the Previous Year:	
Use of Sub-Agents, (details):	