#  Template B7

# Institutional Agreement

# INSTITUTIONAL AGREEMENT

# BETWEEN

# KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION

# AND

# [INSERT NAME OF PARTNER]

# [INSERT DATE]

THIS AGREEMENT is made the **[X]** day of **[month and year]** BETWEEN

1. **KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION** of Holmwood House, Grove Crescent, Kingston upon Thames, Surrey KT1 2EE (the “**University**”) and
2. [**INSERT NAME AND ADDRESS OF PARTNER**]

(the “**Associate**”)

(Each a **‘Party’** and together the **‘Parties’)**

**WHEREAS:**

(A) The Parties have agreed to work together to deliver a Course relating to a Double Award / Joint Award / Dual Award / University Award [delete as appropriate], details of which are contained in the Schedules to this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1.** Interpretation

1.1 Unless the context admits otherwise, the words and phrases used in the main Agreement and the attached Schedules (as amended from time to time) shall have the following meanings:

**‘Administrative Schedule’** shall mean a Schedule covering the administrative arrangements for Courses;

‘**Agreement**’ shall mean this agreement and all Schedules to it;

**‘Award(s)’** shall mean the qualification(s) of the University referred to in this Agreement;

**‘Confidential Information’** means all information obtained by one Party (including its employees, servants or agents) from the other Party relating to and connected with the Agreement and the Course, including but not limited to the Agreement itself and the provisions of the Agreement;

**‘Course’** shall mean the programmes of study or modules which are covered by this Agreement and listed in Schedule 1 of this Agreement, and which may be varied from time to time by the University;

**‘Chief Executive’** shall mean the **[Title]** of the **[Associate];**

**[include only for Joint Awards]: ‘Joint Award’** shall mean an arrangement whereby a single award is conferred jointly by more than one institution upon a student upon completion of a single programme of study;

**[include only for Double Awards] ‘Double Award’** shall meanan arrangement whereby separate awards are conferred by more than one institution upon a student, on completion of a single programme of study;

**[include only for Dual Awards] ‘Dual Award’** shall meanan arrangement whereby separate awards are conferred by more than one institution upon a student, on completion of a programme of study (jointly conceived by more than one degree-awarding body). A student does not need to satisfy the requirements of both partners to receive an award. These courses are typically longer than the ‘normal’ award length of an individual course.

**‘Executive Committee’** shall mean the committee established to annually review the operation of the Agreement (see 9.2);

**‘Financial Schedule’** shall have the meaning given in Clause 6;

***‘*Student Sponsor Licence** shall mean Student Sponsor Licence as defined and awarded by UK Visas and Immigration (UKVI) to recognise sponsors who show a good history of compliance with their sponsor duties, and whose students meet the standards of compliance with the terms of their visa or permission to stay in the UK;

**‘Institutional (Re)-Approval’** shall mean the process by which the University (re-) assures itself that it wishes to enter into a contractual arrangement with an Associate for the delivery of a Course. This includes carrying out a due diligence exercise on the Associate;

**‘Intellectual Property Rights**’ means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, and all applications for registration thereof, whether registrable or not, in any country, including but not limited to, the United Kingdom;

**‘Programme Specification’** shall mean the specification for the Course, approved at validation and revised from time to time under the University’s processes for changes to validated courses;

**‘Student’** shall mean a student enrolled by both the Associate and by the University on the Course;

*‘***Student Visa**’ shall mean the part of UK Visa and Immigration’s (UKVI’s) points-based system which is the primary immigration route available to students who want to study full-time in the UK. Students on a Student Visa must be sponsored by an education provider that has a Student Sponsor licence for migrants who want to study in the UK.

1.2 In the event of any conflict between any schedule and the provisions of a clause of the main agreement, the provisions of the Schedule shall prevail.

1.3 The interpretation and construction of the Agreement shall be subject to the following provisions:

1.3.1 a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

1.3.2 the headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement;

1.3.3 references to "person", where the context allows, includes a corporation or an unincorporated association;

1.3.4 the masculine includes the feminine, and vice versa;

1.3.5 the singular includes the plural, and vice versa.

**2.** Terms of Agreement

2.1 The Agreement shall commence on **[Insert date]** (the ‘**Commencement Date**’) and will continue until **[Date, ending 31 August 5 years after the commencement date]** whereupon, subject to earlier termination under the provisions of this Agreement, it will expire and no new enrolments of Students may take place. If the Parties agree to renew the Agreement, to have effect the new Agreement must be signed by the Associate and returned to the University by **[Date, 2 months before the end date].** If the new Agreement is not signed and returned by the due date, the University may suspend further recruitment of students to the Courses with immediate effect by giving written notice to the Associate, and the new Agreement will not take effect. If, however, there is a delay in the signing of the Agreement (including agreement of the constituent schedules), and Institutional re-approval has been positive and both parties are committed to continuing to work together, the terms of the existing Agreement may be extended by six months from the termination date. The University will issue a formal extension letter to this effect.

2.2 The Parties shall deliver the Course(s) in accordance with the obligations detailed in the Agreement.

2.3 The Schedules will be reviewed annually by the Executive Committee which will advise the University and the senior officer of the Associate.

2.4 Schedule 2 will be revised in accordance with the University’s quality assurance procedures.

2.5 Schedule 3 will be revised by the University in accordance with clause **6.2** below.

2.6 Save as set out in 2.4 and 2.5 above, amendments to this Agreement may be made only on the written agreement of an authorised senior officer of the University and the Chief Executive (or an authorised senior officer of the Associate). For the avoidance of doubt the University reserves the right to vary the Course (including any necessary amendments to Schedule 1) as it deems necessary from time to time.

## 3. Validation

3.1 As part of its quality assurance role the University will evaluate and determine the quality and ability of the Associate to deliver the Course(s). This is a ‘Validation Event’. **The University’s regulations state that the commencement of an institutional contract (such as this Agreement) is effective only when the conditions of the Validation Event are met. [delete if re-approval].**

3.2 The University will provide the outcomes of a validation event, by means of a report of the event, to the Associate. The conditions of the validation event must be met before the University agrees to provide the services and support set out in this Agreement for the Course(s) validated. In accordance with the University’s regulations, the validation period is ongoing, subject to satisfactory annual monitoring and Substantive Review carried out according to University procedures as set out in the Academic Quality and Standards Handbook (AQSH), available on the University’s external website. At any point deemed necessary by the University, but no later than six years, a Substantive Review will be held.

3.3 The Validation Event and the Substantive Review shall be in the sole discretion of the University, and shall not be subject to the provisions of clauses 11 and 14 of this Agreement as to termination or mediation.

## 4. General Obligations

4.1 Each Party shall provide the Student with the academic and administrative support and services in accordance with this Agreement and achieve the standards for the Course(s) in the manner set out in this Agreement.

4.2 In relation to this Agreement each Party (a) shall ensure that it complies with all relevant legislation from time to time in force (including without limitation in relation to data protection, health and safety, employment, equal opportunities, bribery, modern slavery, tax evasion and aggressive tax avoidance, money laundering and safeguarding) in relation to the provision of education from its premises and the matters outlined in this Agreement and (b) warrants that its governing body (the University) or Board of Directors (the Associate) recognises its accountability for the education provision covered by this Agreement.

4.3 Both Parties shall provide the other, within a reasonable period of receipt thereof, with copies of reports of any external authority or inspector concerning the delivery of the Course(s) and shall, to the extent that it is aware of the same, give the other Party reasonable notice, before any inspection or visits by external agencies, auditors or inspectors.

4.4 Each Party shall fulfil its obligations under this Agreement in such a way as to ensure its activities do not compromise or bring into disrepute either itself or the other Party.

4.5 Each Party shall carry such insurances against all risks and at such levels as is usual and prudent in the education sector in relation to its activities and in relation to the performance of its obligations hereunder and shall, if so requested by the other Party, provide evidence of such insurances.

4.6      In relation to this Agreement each Party (the ‘Notifying Party’) undertakes to inform the other if any changes to its national legislation will have a significant impact on the Notifying Party’s ability to provide or deliver the education provision covered by this Agreement.

## 5. Obligations Regarding Information

5.1 The University shall, within a reasonable period of the same becoming available, and subject always to clause 15.6, provide the Associate with all relevant information about the Students, their progress, any matters as set out in the Administrative Schedule and such other information as the Associate may reasonably request.

5.2 The Associate shall, at times specified by the University, and subject always to clause 15.6, provide the University with such information as it may reasonably request, including but not limited to the recruitment and enrolment of Students, their progress, any changes to their records, and any withdrawals. Both Parties shall continuously seek to assure the quality of the data provided. The Associate shall actively monitor the student population and notify the University promptly of changes to student registration at course and module level. The Associate shall notify the University of any decision to suspend recruitment to the Course(s) by the deadline set by the University as set out in the AQSH.

5.3 Subject to clause 15.6, each of the Parties shall provide each of the Students with the information referred to in Schedule 2.

## 6. Financial Schedule

## 6.1 Schedule 3 shall contain financial arrangements including details of Student numbers, validation and any other applicable charges, fees payable and any significant changes in the method of calculation thereof and all due dates for payment.

6.2 The Financial Schedule will be amended annually by the University. The Associate shall provide any comments it has on the amended Financial Schedule to the University in writing, within twenty-one (21) days of receipt thereof and the University will consider all reasonable comments or requests of the Associate in connection therewith.

6.3 Any financial compensation agreed as an outcome of a student complaint would be charged to the collaborative partner responsible for delivering the course. Where the course is taught between Kingston University and the collaborative partner then the charge would be shared equally between the two institutions, unless it is clear that the complaint relates to a specific module in which case the compensation would be charged to the institution delivering that module.

6.4 The Parties shall make all payments due in accordance with Schedule **3a/3b [delete as appropriate].**

## 7. Publicity

7.1 The University shall retain control of the Course information contained in Marketing material. The Parties shall meet annually to endeavour to agree a marketing strategy and the use of the name or logo of any Party in the agreed publicity material (such name and logo not to be used without the prior written consent of the relevant Party (such consent not to be unreasonably withheld or delayed).

7.2 No Party shall use the name or logo of the other Party in any context other than that to which consent has been given in accordance with Clause 7.1 without the prior written consent of the other Party.

7.3 Marketing material (in all media forms) shall be submitted to the University for approval prior to publication and the Associate shall not use or publish any marketing materials without the written permission of the University.

## 8. Assignment

8.1 No Party shall give, bargain, sell, assign, sub-contract or otherwise dispose its obligations under the Agreement without the written permission of the other Party.

8.2 Agreement is given by the Associate for the University to assign its rights and obligations under this Agreement in the event of a merger of Kingston University Higher Education Corporation with another higher education institution, provided that the newly formed institution is empowered to enter into an agreement such as this Agreement and has the power and resources to fulfil the relevant obligations of the University hereunder.

## 9. Administration and Management

9.1 An Executive Committee will manage the operation of the Agreement on behalf of the University and will report to the Vice-Chancellor or his nominee.

9.2 The Executive Committee shall be established by the University to annually review the operation of the Agreement. University members of the Executive Committee are as required by the University’s Quality Assurance Regulations as set out in the AQSH. These Regulations dictate that senior officers of the Associate are also members of this committee.

9.3 Membership of the Executive Committee will be as stated in Section B of the AQSH (BG(iii))

9.4 It will advise the University on the physical and human resources required to support the Course(s) including an annual verification of staff and their qualifications and resulting staff development requirements and any other operational issues. The Parties will keep each other informed of any non-material changes (such as staff movement) during the year.

9.5 The Chief Executive of the Associate (**the ‘Chief Executive**’) will appoint a senior member of staff as the Partner Liaison Officer to have responsibility for managing the Agreement on behalf of the Associate (and may change such nominee by written notice to the University at any time).

9.6 Changes to the staffing, premises, library or computing support of the Course(s), shall be referred to the Executive Committee for approval.

## 10. Intellectual Property

10.1 Schedule 4 shall contain provisions relating to Intellectual Property Rights.

## 11. Termination of the Agreement

11.1 Subject to earlier termination, each Party may give the other a minimum of one year’s notice in writing to terminate the Agreement. Termination may relate to one or more of the Courses listed in Schedule 1.

11.1.1 Teaching Block 1 starting courses:

In the event of this notice being received in the period from **[date of cohort entry point to date 4 months later],** no further Students may be admitted to the Courses. If notice should be given in the period **[date 4 months and a day after cohort entry date]**, a further cohort of Students may be admitted.

11.1.2 Teaching Block 2 starting courses **[delete as applicable]:**

In the event of this notice being received in the period from **[date of cohort entry point to date 4 months later],** no further Students may be admitted to the Courses. If notice should be given in the period **[date 4 months and a day after cohort entry date]**, a further cohort of Students may be admitted.

11.2 In addition, and without prejudice to whatever other rights it may have to terminate this Agreement or to other available rights or remedies, any Party shall have the right at any time by giving not less than sixty (60) days written notice to the other Parties to terminate this Agreement upon the occurrence of any of the events of default specified in 11.2.1, 11.2.2 or 11.2.3 below, and forthwith upon giving written notice in respect of the events in 11.2.4 below:

11.2.1 if the other Party shall fail to make any payment which it is obligated to make pursuant to the terms of this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof to the defaulting Party; or

11.2.2 if the other Party shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement (other than an obligation to pay money) to be kept, observed or performed by such Party, and such failure shall continue for a period of thirty (30) days after written notice thereof is given to the defaulting party; PROVIDED THAT, if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then this Agreement may not be terminated if the defaulting Party commences to cure the said default within the said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

11.2.3 if the Associate is in breach of the warranty at 15.3.2 below, and such breach is reasonably considered by the University to be material;

11.2.4 if the other Party shall:

(a) enter into liquidation or suffer the appointment of a receiver, administrative receiver or administrator of all or a substantial part of its assets; or

(b) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they fall due; or

(c) make a general assignment for the benefit of creditors or file a petition or an answer seeking reorganisation of arrangement with creditors; or

(d) take advantage of any insolvency law; or

(e) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganisation or insolvency proceeding; or

(f) have an order, judgment or decree entered by any Court or competent jurisdiction on the application of a creditor, adjudicating such Party a bankrupt or insolvent or approving a petition seeking reorganisation of such Party and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) consecutive days; or

(g) be subject to an intervention by the Office for Students (or any superseding regulatory body) as a result of an adverse variation in its financial position material to the institutions financial sustainability; or

(h) be subject to an intervention by the Office for Students for failure to meet the ongoing conditions of registration after successfully registering with the Office for Students; or

(i) be substantively prevented from fulfilling its obligations under this Agreement due to a change to its national legislation.  For the avoidance of doubt this sub-clause shall also take effect if the University becomes aware of this change, other than by being informed by the Associate under clause 4.6 above, and takes precedence to the Force Majeure provision at Clause 13.1

11.3 In addition, and without prejudice to whatever other rights it may have to terminate this Agreement or to any other available rights or remedies under this Agreement or otherwise, the University reserves the right to suspend recruitment with immediate effect (and for such period as it sees fit) by giving written notice to the Associate, if the University reasonably believes that it is necessary to do so for regulatory compliance purposes, or if the University has any other reasonable grounds for doing so.

11.4 Upon termination or expiry of this Agreement for whatever reason:

11.4.1 each Party shall make available to the other Parties for collection all materials belonging to the other Party and all data of a confidential nature relating to the other Party, subject to the clauses in Schedule 4;

11.4.2 each Party undertakes to fulfil their respective responsibilities for continuing support of the existing Students through to the maximum registration period of their Course, as defined in the Programme Specification, which will include making any relevant payments ordinarily due during this period, and consideration of the effects of suspending or ceasing recruitment to a Course on the existing Students (particularly any re-taking).

11.4.3 For the avoidance of doubt, should the Associate fail to support existing Students as set out in clause 11.4.2 above (which shall include support for any Student entitled to re-take(s)), the Associate shall be fully liable to those Students, and shall indemnify the University for any claim it may face as a result of the Associate’s failure to properly support the Students.

11.5 Termination of this Agreement will not absolve the Associate of its obligations to comply fully with the terms and conditions of this Agreement until termination is effective and shall be without prejudice to the rights of the University against the Associate which may have accrued up to the date of termination.

## 12. Confidentiality

12.1 The Parties agree not to disclose any Confidential Information to any third party without the prior written consent of the other Party. To the extent that it is necessary for either Party to disclose Confidential Information to its staff, agents and sub-contractors, the disclosing Party shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the disclosing Party in respect of all Confidential Information.

12.2 **Condition 12.1** shall not apply to information which:

(a) is or becomes public knowledge (otherwise than by breach of is Condition or a breach of an obligation of confidentiality);

(b) is in the possession of the disclosing Party, without restriction as to its disclosure, before receiving it from the other Party;

(c) is required by law to be disclosed.

12.3 The obligations contained in this Condition shall continue to apply after the expiry or termination of the Agreement.

12.4 Except with the prior consent in writing of the other Party, a Party shall not make use of the Agreement or any Confidential Information otherwise than for the purposes of the Agreement.

12.5 For the purposes of Condition 12.1 and by way of illustration and not limitation information will *prima facie* be confidential if it relates to:

(i) raw materials;

(ii) research and development;

(iii) inventions and discoveries;

(iv) formulae and formulations;

(v) methods of treatment, processing, manufacture or production, process and production controls including quality controls;

(vi) suppliers and their production and delivery capabilities;

(vii) clients and details of their particular requirements;

(viii) costings, profit margins, discounts, rebates and other financial information;

(ix) marketing strategies and tactics;

(x) current activities and current and future plans relating to all or any of development, production or sales including the timing of all or any such matters;

(xi) the development of new products;

(xii) production or design secrets; or

(xiii) technical design or specifications of the Party’s products; or

(xiv) customised computer software.

## 13. Force Majeure

13.1 Neither Party shall be responsible to the other for any delay in performance or non-performance of any of their respective obligations hereunder due to any causes beyond the reasonable control of that Party (**a ‘Force Majeure Event’**). If a Force Majeure Event occurs, which affects a Party’s ability to perform its obligations under this Agreement, the affected Party shall promptly give written notice to the other Party of the event and its implications. The affected Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the provision of services is not restored to a material degree after a period of 3 months from the notice, either Party has the right to terminate this Agreement with immediate effect by notice in writing to the other at any time without incurring any additional liability for breach to the other Party.

## 14. Disputes

14.1 It is the intention of the Parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this Agreement. Accordingly, the Parties agree that the following procedure shall be followed in relation to any matter of dispute between the Parties concerning performance, procedure or management, save for those entitling the Parties to serve notice of termination under clause 11.2. If a notice has been served under clause 11.2, the procedure under clauses 14.3 and 14.4 should still be followed.

14.2 Initially, the matter under dispute shall be referred to the Executive Committee. In the event of a dispute which cannot be resolved by the Executive Committee, the matter will then be referred to the Vice-Chancellor, Kingston University and the Chief Executive for resolution.

14.3 If any matter under dispute cannot be resolved in accordance with Clause 14.2 the Parties will attempt to resolve it by mediation and determined by a single mediator.

14.4 If the Parties have not settled the dispute by mediation within forty-two (42) days from the initiation of such mediation, the dispute may be referred to the courts of England and Wales.

**15. General**

15.1 Notices

 Any notice, request, statement, submission, demand, approval, consent, objection or other communication required to be given under this Agreement shall be made in writing and (i) sent to the other Party by certified or registered mail addressed to the Dean or the Chief Executive as appropriate at the address set out above (or to such other addresses as the University or Associate shall designate as the relevant address for the giving of notices) or (ii) delivered personally to such address or (iii) by EMAIL sent to: University: qae@kingston.ac.uk ; Associate **[insert email address]**

Notices shall be deemed served:

 15.1.1 in the case of a notice delivered personally, at the time of delivery;

 15.1.2 in the case of a notice sent inland by first class pre-paid post, 2 clear working days after the date of posting; and

15.1.3 in the case of notice sent overseas by airmail, 15 working days after the date of dispatch.

15.1.4 in the case of notice sent by email:

15.1.4.1 on a Business Day\* before 16.30, it is deemed served on that day; or if sent after 16.30 it is deemed served on the next Business Day; or

15.1.4.2 on a non-Business Day it is deemed served on the next Business Day

\*Business Day means a normal University working day excluding public holidays or holiday closures.

15.2 No Waiver of Breach

15.2.1 The failure by either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

15.2.2 No waiver shall be effective unless it is communicated to the other Party in writing.

15.2.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

15.3Entire Agreement

15.3.1 Save as set out at 15.3.2 below, the Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Agreement, provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied, and without prejudice to any rights which have already accrued to either of the parties.

15.3.2 The Associate warrants that all information it has provided to the University in the course of any due diligence procedure carried out by the University is correct. Should any such information prove at any stage not to be correct, or to be substantially incomplete, the University will have the right to terminate on 30 days’ notice to the Associate.

15.4 Governing Law

The performance or interpretation of any provision of this Agreement shall be governed by and construed in accordance with the laws of England.

15.5 Contracts (Rights of Third Parties) Act

No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the Parties and their permitted successors and assignees).

15.6 Data Protection

Each Party agrees to comply with its obligations as set out in Schedule 5a, b, c, or d **[delete as applicable]** (Data Protection) of this Agreement.

15.7 Severability

If any Condition, clause or provision of the Agreement not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Agreement, the validity or enforceability of the remainder of the Agreement shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

15.8 The Bribery Act 2010 and Criminal Finances Act 2017

15.8.1 The Associate shall comply at all times with the Bribery Act 2010 and the Criminal Finances Act 2017 and shall do nothing which constitutes an offence under those Acts, or which might put the University in the position of committing an offence under Section 7 of the Bribery Act 2010.

15.8.2 The Associate shall indemnify the University against all and any loss, damages or costs sustained by the University arising out of any breach by the Associate of its obligations at **Clause 15.8.1** of this Agreement.

15.8.3 At the request of the University and at the Associate's own expense, it shall provide all reasonable assistance to enable the University to resist any claim, action, prosecution or proceedings brought against the University arising from the subject matter of this Agreement, or the circumstances surrounding the entering of this Agreement, or of the Associate’s breach of **Clause 15.8.1** of this Agreement, or by virtue of the University’s relationship with the Associate.

15.9 The Modern Slavery Act 2015

15.9.1 The Associate shall reasonably assist the University with compliance with The Modern Slavery Act 2015 and shall do nothing which might put the University in the position of committing an offence under that Act.

15.9.2 The Associate hereby warrants that it does not engage in, or condone, the practices of human trafficking, slavery or forced labour in a work environment.

15.9.3 The Associate hereby warrants that, where it has UK workers, those workers are in receipt of the minimum wage.

15.10 Equality and non-discrimination

The Associate shall observe and comply with all relevant anti-discrimination legislation. The Associate shall reasonably assist the University with its obligations under the Equality Act 2010 (and any superseding legislation) and its policies and shall do nothing that would put the University in breach of the Act. The Associate shall take all reasonable steps to ensure that all its servants, employees or agents employed in the execution of this Agreement do not unlawfully discriminate.

15.11 Further Assurances

The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.

15.12 Relationship of Parties

15.12.1 The relationship of the Parties is that of independent contractors dealing at arm’s length and nothing in this Agreement shall be construed so as to constitute one Party as being an agent for, or an employee of, any other.

15.12.2 Nothing contained in this Agreement shall be deemed to constitute a partnership between the Parties.

## 16. Change of Control

16.1 The Associate must give 3 months’ notice in writing to the University prior to any of the following changes coming into effect:

a) the Associate is a company or limited liability partnership, the Associate undergoes a “Change in the Ownership of a Company” where that phrase has the meaning given in Section 719 of the Corporation Tax Act 2010; or

b) the Associate is not a company or limited liability partnership, any party akin to a parent company to which the Associate reports, or body under which it is licensed, undergoes significant change; or

c) the Associate’s legal status changes during the course of the Contract.

16.2 After receipt of the notice under paragraph 16.1 above or earlier discovery by the University of the occurrence of any of the events described in that paragraph, the University may, by notice in writing to the Associate:

1. terminate the Contract with immediate effect without compensation to the Associate and without prejudice to any right or action or remedy which may accrue to the University thereafter if the University reasonably believes that event will impact negatively on its Students or reputation; or
2. insist that the Associate be subject to Institutional Approval in respect of its new ownership, which may require a new Validation Event under clause 3;
3. The University's right to terminate the Contract under **Condition 16.2 a)** will exist until the end of a period of three months starting from receipt of the notice provided by the Associate pursuant to **Condition 16.1**.

**IN WITNESS** whereof each Party has authorised this Agreement to be signed on their behalf.

**For Kingston University by:**

**Name:**

**Position: Vice-Chancellor**

**Signature and date:**

→

**xx/xx/20xx**

**For [Associate] by:**

**Name:**

**Position:**

**Signature and date:**

**→**

**xx/xx/20xx**

**Schedule 1**

**[Insert name of Associate]**

**Academic Year [20xx-xx]**

In line with the Clause 2.6 this Schedule will be reviewed and updated (where required) annually by the Executive Committee to: add any new courses approved for delivery by the Associate; delete courses closed; and note courses which have been suspended for recruitment. If changes are made then the Associate should be sent a revised Schedule for their record.

**The Courses**

1. **Courses covered by this Agreement**
	1. The Course(s) / Module(s) **[delete as applicable]** that are specifically covered by this Agreement and will be delivered at the Associate’s premises are:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Course(s)**[Insert name of Course/Module] | **Financial Schedule**[3a or 3b] | **Location**[Specify where the course has been approved to be delivered] | **Student Returns reporting responsibility** [Specify if KU or Associate] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**[Delete one of the following two statements 1.2]**

***EITHER:***

**[Where the programme is a Foundation Degree and the Associate is also delivering a linked Honours top-up degree]:**

1.2 Permission for the Associate to deliver the Foundation Degree(s) above is contingent upon the Associate also delivering the Honours top-up degree(s) identified above.

***OR:***

1.2 [Not used]

1.3 The specific details of the Courses are set out in the Programme Specification(s) and Module Descriptor(s) as approved at validation.

**[Delete one of the following two statements 1.4]**

***EITHER:***

**[For arrangements which are part delivered by the University and part delivered by the Associate:]**

1.4 The proportion of the teaching undertaken by staff from the University and by staff of the Associate respectively will be agreed annually between the Parties, taking account of the advice of the Executive Committee.

***OR:***

1.4 All teaching will be undertaken by the Associate.

**Schedule 2**

**Administrative Schedule**

This Administrative Schedule is part of the Agreement and the definitions in the Agreement apply to this Schedule.

**1. General Considerations**

* 1. The University is responsible for the overall academic control of the Courses listed in Schedule 1. Executive responsibility for the Courses lies with the Dean of the Faculty of **[Insert name of Faculty]** (the ‘Faculty’), advised by the Executive Committee. For the avoidance of doubt, any change to the form or name of the Faculty shall not impact on this Agreement provided that any newly formed/named Faculty has the power and resources to fulfil the relevant obligations hereunder.

**2. Administrative Management**

* 1. The Faculty will be responsible for the overall management and administration of the Courses including maintaining the Students’ records on the University database.

2.2 Overall responsibility for organising and operating the Courses rests with the Associate working in association with the Faculty. The Associate will provide adequate administrative support to ensure that the Courses operate in accordance with the procedures set out in the Academic Quality and Standards Handbook and the University’s academic regulations. This administration will be monitored annually via the Executive Committee.

**3. Liaison and operational arrangements**

3.1 The relevant Liaison Document approved at validation and subsequently updated will describe the liaison arrangements between the University and the Associate.

A Course Director will be appointed from either the University and/or the Associate. A member of staff from both the Associate and the University will be appointed as a Liaison Officer (in some cases, one individual may fulfil the role of Course Director and Liaison Officer). Day-to-day management will take place through the Liaison Officer(s) at the University and their counterparts at the Associate, in accordance with the arrangements set out in the Liaison Document and in the Guidance for Liaison Officers (Section B of the Academic Quality and Standards Handbook).

3.2 The Faculty will provide the Associate with dates of Course Management Team meetings. For franchise provision (as defined in the AQSH) The Faculty will provide the Associate with relevant documentation to facilitate the effective running of the Course not less than two weeks before the commencement of each intake’s studies.

### Regulations and quality assurance procedures

4.1 The oversight and maintenance of the academic standards of the Courses, and the quality assurance processes, are the responsibility of the Academic Council of the University. Validation, review, annual monitoring, overall programme organisation, assessment and the appointment of external examiners are all to be conducted in accordance with the University’s procedures for its courses as set out in the Academic Quality and Standards Handbook (as amended from time to time).

**[Delete clause 4.2 if not applicable]:**

**4.2** ***[Where a programme is delivered and /or assessed in a language other than English:* The external examiner(s) must be fluent in [language].**

### Information to be given to Students

5.1 The Faculty shall ensure that Students who are covered by the Institutional Agreement are provided with:

* information on the relationships between the University and the Associate;
* information about the academic regulations for their Course;
* information about the complaints and appeals processes;
* information on their rights of access to facilities at the University; **[delete if students will not have access to University facilities – see Financial Schedule and section 8 below];**
* information on the availability of policies of the University including but not limited to Equality, Data Protection, Free Speech, Race Discrimination, Disability and other Protected Characteristics;
* general information and Codes of Conduct that shall apply when they use the University premises or facilities.

5.2 The Associate shall provide students with:

* general information about the Associate;
* a Student Handbook for their Course (in liaison with the Faculty);
* information on the availability of policies of the Associate including but not limited to Equality, Data Protection, Free Speech, Race Discrimination, Disability and other protected characteristics;
* health and safety requirements;
* information on facilities available and restrictions (*e.*g. car parking) applying at the Associate’s premises;
* Codes of Conduct and rules for use of facilities (such as libraries) of the Associate;
* Student discipline and complaints process of the Associate.

### Recruitment and Admission

6.1 There shall be an agreed marketing strategy between the Parties (see clause 7 of the main Agreement).

6.2 The Associate will comply with relevant consumer protection legislation, and in particular will provide clear material information within its marketing materials, in line with the Competition and Markets Authority guidance ([CMA Guidance for Higher Education](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/428549/HE_providers_-_advice_on_consumer_protection_law.pdf)).

6.3 Subject to clause 11, the University retains overall responsibility for the admission of Students.

6.4 Where the Associate retains overall responsibility for the admission of international students under its Student Sponsor Licence, the Associate in consultation with the University shall be responsible for decisions on individual international student admission and for the operation of the admissions process and shall carry these out in accordance with University policies, procedures and course-specific requirements as described in the Programme Specification.

### Enrolment and regulations

7.1 Students shall be enrolled by the University and the Associate. Students shall be subject to the University’s General Regulations, and to the University’s academic regulations, policies and procedures.

7.2 Students shall be subject to the University’s regulations in relation to attendance, codes of conduct and health and safety while on the University’s premises or while using the University’s facilities. Any non-compliance with the University Regulations shall be reported to the Associate, and the Associate’s disciplinary procedures may be invoked (see 7.6 below).

7.3 Students shall be subject to the Associate’s regulations in relation to attendance, codes of conduct, discipline and health and safety while on the Associate’s premises or while using the Associate’s facilities.

7.4 Students registered for a programme delivered in part at the Associate and in part at the University will be subject to the attendance requirements of the Associate for those periods when they are taught by the Associate and to the attendance requirements of the University when they are taught by the University.

7.5 If a student does not meet the attendance requirements set by the Associate, the student’s registration for a University award may be terminated in line with the University’s Academic Regulations. Additionally, if the student fails to engage with the programme as per the requirements set by the Associate, the Associate may submit a request to the University for a student’s registration to be terminated as part of the University’s Holistic Approach to Student Engagement (HASE) process.

7.6 Student disciplinary cases shall be investigated under the Associate’s disciplinary procedures. The University however reserves the right to take action (e.g.: suspension) in the interest of health and safety for incidents occurring on University premises.

7.7 Responsibility for the Students’ detailed record of module registration, assessment and progression shall rest with the Faculty identified in Schedule 1 “The Courses”.

7.8 The relevant Department at the Associate shall be responsible for informing the Faculty of any changes to Students’ status as they occur and as required by the University’s administrative procedures.

7.9 The University shall be responsible for maintaining the Students’ records**. The University / The Associate [delete as applicable]** shall be responsible for  completing all necessary returns to the relevant funding bodies or any other national body concerned with funding or qualifications as set out in Schedules 1 and **3a/3b [delete as applicable].**

### Students’ Access to Facilities

8.1 The Associate shall ensure library, computer and other facilities, in accordance with the requirements of the validation arrangements, are made available to Students for the term of the Agreement. Students’ entitlement to University resources is set out in **Schedule 3a/3b** **[delete as applicable].**

### Assessment

9.1 Students registered on the Course shall be assessed according to the University’s regulations and procedures.

* 1. Assessment and examination arrangements will conform to University policies, procedures and guidelines. Examinations for the Courses delivered by the Associate will be held at the Associate’s premises and administered by staff of the Associate. The Assessment Board will be a sub-committee of the Academic Council and will contain representatives as appropriate from the Associate.
	2. The University shall confirm that an Award has been conferred on Students achieving the required standard in the Course by the production of a certificate and Higher Education Achievement Report (HEAR). Students wishing to receive a HEAR must register for this with the University (or the University’s preferred supplier). The certificate will record the following information.

**[Delete one of the following two paragraphs:]**

***EITHER:***

1. the name of Kingston University and the Associate sharing responsibility for the Student’s Course;
2. the language of study, if other than English;
3. the country of delivery, if other than the United Kingdom;
4. the Student’s name as registered with the University;
5. the Award obtained and any classification;
6. the approved title of the Course (if any);
7. any approved endorsement.

***OR:***

**[where the Vice-Chancellor has exceptionally agreed, through the Academic Council that items ii and iii of the above may be recorded on the HEAR and not on the certificate, delete the above and replace with the following clause]:**

1. the name of Kingston University;
2. the Student’s name as registered with the University;
3. the Award obtained and any classification;
4. the approved title of the Course (if any);
5. any approved endorsement.

The following information will be recorded on the HEAR:

* the name of the Associate sharing responsibility for the Student’s Course;
* the language of study, if other than English;
* the country of delivery, if other than the United Kingdom.

9.4 The certificate shall bear the signature of the Vice-Chancellor and the Academic Registrar.

**[Delete statements 9.5 below as applicable:]**

***EITHER:***

**[For Joint Awards]:**

**9.5** **The certificate shall bear the logo and signatory of the University and of the Associate.**

***OR:***

**[For Double and Dual Awards]:**

**9.5** **The HEAR shall include the following wording:**

*The award is a “double award”/ “dual award” (as defined by the Kingston University Academic Regulations) with [insert name of Associate]. Separate awards are conferred by Kingston University and [insert name of Associate] upon students upon completion of a single programme of study [double award] or upon completion of a programme of study jointly conceived by both awarding bodies [dual award]. The regulations governing the Kingston University award are the Kingston University Academic Regulations alone.*

***OR:***

 **[For awards which are neither Joint nor Double nor Dual]:**

9.5 [Not used]

9.6 The University shall invite all Students who are entitled to attend to receive their Award to a presentation ceremony and shall invite them to join the University Alumni.

### 10. Staff Access to Facilities

10.1 The University will invite all Staff (academic, administrative and learning support) who either deliver or support Kingston University programmes to have access to aspects of the University’s electronic resources. This will include access to the University’s Virtual Learning Environment but not access to licensed e-resources such as journals. Staff registered to use the University’s facilities will be required to sign an agreement with the University that the University’s ICT regulations will be upheld. Staff found to be in breach of the University’s Acceptable Use Policy for ICT Users will have their University account deactivated and the individual will be reported to the Associate for any disciplinary action.

**11.** International Students

11.1 The University will not act as the sponsor for Students who require a Student visa under the Points Based System in order to study at the Associate. The Associate shall therefore be responsible for the admission and invoicing of fees for these students.

**Schedule 3a**

**[Insert name of Associate]**

**Academic Year [20xx-xx]**

This Financial Schedule should be reviewed annually by the relevant University Executive Committee.

## Validation and major review costs

1. A standard fee of **£10,000** (plus expenses and panel member fees) will be payable by the Associate for each validation and major review event. Where more than one course is being validated or reviewed at the same event the total fee will be negotiated with the Associate.

**Financial Schedule for Kingston University sub-contracted arrangements**

1. This Financial Schedule is part of the Institutional Agreement. The definitions in the main Institutional Agreement apply to this Schedule.
2. This Schedule is applicable only for Courses specifically listed in Schedule 1, where the University has full contractual responsibility to the student for the provision of education (a sub-contractual arrangement counted as a year of instance within the University’s HESES population) and the Students are registered for a University award or qualification.
3. Details of the financial arrangements will be provided by the University and will vary annually according to the student fee and the funding received each year along with the associated directions on the use of such funding.
4. The University will normally expect to pay the Associate annually in three payments of 25%, 25% and 50%, due on or around 15th December, 15th February, and 15th May respectively. Payment of fees and funding for students who withdraw will be adjusted in line with the Student Loans Company liability dates, the funding methodology and in line with the agreed administration and management overhead costs.
5. The Associate will actively monitor the student population and is required to advise the relevant faculty of the University of students who withdraw from their programme of study as they occur and at times specified by the University.
6. Appendix B of this Schedule (sent by the University’s Finance department) updates the guidance in relation to admission and enrolment of students on courses in Schedule 1.
7. The University will pay the Associate for all Home students accurately enrolled and in line with Student Loans Company liability dates in accordance with the following exceptions:
	1. The University will not pay the Associate for any under-recruitment up to and including the target, i.e. the University will pay for all students accurately enrolled in line with Student Loans Company liability dates
	2. Adjustments to funding will be made in accordance with the payments received by the University from the Student Loans Company in order to reflect students who are no longer current.
	3. The University will adjust the end of year final payment to reflect the actual fee paid and accordingly adjust the proportion of the overhead due to the University.
	4. Where Kingston University through its faculties is responsible for managing the applications process, point 4.1 above will still apply.
8. The University will adjust funding to take account of a non-completion rate as applied to the University (currently at 12%) from the funding body[[1]](#footnote-2). The University reserves the right to make further adjustments to payments for withdrawals if when the final data is submitted to HESA there is a significantly greater reduction in funding grant in respect of non-completions[[2]](#footnote-3) than had been expected.
9. The University is responsible for assessing the tuition fees status of all students on University awards. Assessments made by the University will take precedence over any assessment made by the Associate.
10. The University is responsible for the collection of all tuition fees for students with Home status unless agreed that the Associate will collect the fee and, in that instance, students will not be eligible for consideration under the Kingston University Access Agreement. The Associate should not invoice Home students or sponsors directly.
11. The Associate is responsible for the admission, sponsoring and monitoring of international students under UKVI rules and the collection of the student fee, where the Associate delivers more than 50% of the total course, The University will proportionally adjust funding to the Associate to include the administration and management overhead costs in relation to international students. Appendix C of this Schedule (sent by the University’s Finance department) sets out the details and current position.
12. The Associate is obliged to inform the University as soon as reasonably practical once it has been notified of any intended visit to the Associate by the UKVI.
	1. The Associate is obliged to inform the University immediately if there are any changes to its Student Sponsor Licence and/or if the Associate’s Student Sponsor Licence is revoked and it is the sponsor of international student/s on a course/s leading to a KU award.
	2. In the event of such revocation of the Student Sponsor Licence or significant change to the Associate’s Student Sponsor Licence, the University shall be entitled, without prejudice to whatever other rights it may have under this Agreement, to suspend recruitment with immediate effect (and for such period as it sees fit) and to terminate the Agreement by giving written notice to the Associate (such notice to take immediate effect if the University so stipulates).
	3. In addition to the University’s rights under 9.2 above, the Associate hereby agrees to indemnify the University in full against any and all loss, cost, expense or similar (including but not limited to claims made against it by Students or prospective students and including reasonable legal fees, costs and expenses incurred in relation thereto) it incurs as a result of the change to the Associate’s Student Sponsor Licence, revocation of its Student Sponsor Licence, or action the University takes under 9.2 above.
	4. In the event of termination under 9.2 above, clause 11.2 of the main Agreement above shall apply mutatis mutandis and termination shall be without prejudice to any accrued rights.

10. The University’s Access Agreement applies to students where the student fee is above the regulated fee and where Kingston University collects the fee. A 20% top slice has therefore been applied to student fee income above that level which will be used for Kingston Bursaries.

11. Appendix A of this Schedule (sent by the University’s Finance department) will be updated annually to set out the current Home and International student fee.

12. 30% / 20% [delete as appropriate – 30% when Associate located inside M25 and 20% when Associate located outside M25] of the fee and, where applicable fee and any funding applied, is retained by the University for administration and management of overhead costs

13. Both Parties acknowledge there is no funding in respect of overseas students however, where the University collects the fee for overseas students, the University will distribute the overseas student fees collected in the same proportion as for Home fees.

14. The Associate acknowledges that the actual sums paid by the University will vary from the above according to the actual numbers of students enrolled on the course and student retention.

### Arrangements for Payment

15. Arrangements for payment by the University to the Associate of the actual income due (as indicated below) are:

16. The University will calculate the actual sum due to the Associate in the months of December, February, and May.

17. The Associate will invoice the University for the sum due and payments will be made by the University to the Associate. The invoice should be addressed to Kingston University, Finance Directorate, Penrhyn Road, Kingston upon Thames, KT1 2EE.

18. The University will pay the Associate the agreed amount due within thirty (30) days of receipt of the Associate's invoice.

19. All costs are inclusive of Value Added Tax. The amount invoiced to the University should be gross, i.e., including VAT as appropriate in accordance with the VAT regulations which pertain to the Associate's VAT status.

### Students’ access to resources

20. Students shall be members of the University and the Kingston Students’ Union (KSU) and entitled to use all the normal facilities and resources of the University. Where this is not feasible due to physical distance from the University the following shall apply:

20.1 where the University, in its opinion, is able to provide a facility or resource electronically or by telephone, this will be made available to the Students, providing that no additional costs are incurred by the University in doing so; or

20.2 where the University, in its opinion, is not able to provide a facility or resource electronically or by telephone, the Students may personally attend the University premises.

**Schedule 3b**

**[Insert name of Associate]**

**Academic Year [20xx-xx]**

### This Financial Schedule 3b relates to courses listed in Schedule 1 of the Institutional Agreement

This Financial Schedule should be reviewed annually by the relevant University Executive Committee.

The Associate shall pay the University the agreed sum per Student enrolled on the Course(s) in accordance with this schedule.

## Validation and major review costs

1. A standard fee of **£10,000** (plus expenses and panel member fees) will be payable by the Associate for each validation and major review event. Where more than one course is being validated or reviewed at the same event the total fee will be negotiated with the Associate.

## Annual Payments

###  Standard Fees and Charges

2.1 The Associate shall be responsible for obtaining tuition fees and other charges for Students registered on each of the Courses. Students shall be subject to the financial rules specified by the Associate for these charges. The Associate should note that the University cannot withhold the issue of certificates to Students as a result of their being in poor financial standing with the Associate however the University recognises that the Associate may wish to take action against a Student in poor financial standing so long as the same is permitted by the Associate’s contractual arrangements with the Student.

* 1. The Associate shall make clear in its marketing materials (particularly where tuition fees are referenced in its prospectuses and on its website), and in all communications with applicants and students that mention tuition fees:

2.2.1 that those tuition fees may increase each year; and

2.2.2 the basis on which that increase will be calculated (for example if linked to a retail or costs index); and

2.2.3 the Associate shall include a cap such that applicants and students are advised that each annual increase will not be more than the percentage increase determined under the calculation in 2.2.2 (for example the rate of inflation)

* 1. The Associate shall be responsible for collecting any additional charges resulting from Students’ enrolment on the Associate’s premises and use of the Associate’s facilities. Students shall be subject to the Associate’s General Regulations for these charges.
	2. The University will charge an annual per capita fee of **[£xxxx per student**. This fee will increase each year by 5%.] This schedule will be updated in preparation for each academic year and approved by the Joint Executive Committee.
	3. This charge covers student registration on the University award, quality assurance, certification, and central administration. The Faculty will be responsible for recovering these charges.

**It does not cover access to other Kingston University resources, including e-resources.**

*Note to faculty [delete in final agreement]: the price per student/cohort should be arrived at using the Costing and Pricing policy. This should be discussed and agreed with the Faculty Business Partner. This is also a requirement for the academic planning process (A2 and A2a). Include a statement that the fee will increase by x% each year. Any significant changes to this Schedule i.e.: apart from the annual CPI uplift mentioned above, should be agreed with the BP. Should any change in the operation be required during the term of the agreement resulting in a change in the pricing, this will also require a contract variation to be issued. A review of pricing will take place at each new contract term.*

###

### Threshold Intake

3.1 A minimum number of **X** Students per course/in total [delete as appropriate] from the Associate will be registered for the award. Where less than this number is registered, a minimum fee of **X** times the annual fee (stipulate if this is Home or OS or a fixed price) will be charged.

*[Repeat if required for separately priced stages within a programme, e.g. PG Certificate, PG Diploma, Masters]*

3.2 **Six** months prior to the beginning of a course/intake both Parties will review the numbers, at which point a decision will be made as to whether the course/intake will be run. Once it is decided a cohort will run, the minimum threshold payments stipulated will apply.

### Students’ access to resources

* 1. Students shall be members of the University and the Kingston Students’ Union (KSU).
	2. Students shall have access to the University’s Virtual Learning Environment and relevant intranet pages.
	3. Students will not be eligible for Kingston University ID card and will therefore have restricted access to the normal facilities and resources of the University.

### Collection of Student Data

5.1 The Associate needs to agree the enrolled student numbers with the relevant faculty at the University, to enable the University to invoice correctly. In addition, the Associate needs to ensure that students are accurately enrolled with the University in order to be registered for their Award on the University’s student management system. For courses commencing before 31 October students **must be** enrolled at the University by the 1st November and for courses commencing after this date students must be enrolled at the University within six weeks from commencement of the course.

5.2 The Associate will actively monitor the student population and is required to advise the relevant faculty at the University of students who withdraw from their programme of study as they occur and at times specified by the University.

### Invoice Dates

6.1 The University will invoice the Associate, based on an estimate of the number of students, no later than 4 weeks after the commencement of the Students’ Course, for 50% of the sum payable in this schedule. The remaining 50% will be payable at the commencement of the second Teaching Block of study. The payment terms are 14 days from receipt of invoice. No refunds will be made in respect of withdrawals.

**Schedule 4**

**Intellectual Property Rights**

* 1. The Parties shall determine by agreement the ownership of all the intellectual property rights (**‘IPR’**) relating to Course(s) (**‘Course Materials’**) based on the following guidelines:
		1. The IPR of the Course Materials, including the course itself, shall belong to the University; [or possible option for validated provision ‘The IPR of the Course Materials, including the course itself, shall belong to the Associate’]
		2. Nothing in this Agreement shall operate to assign to the Associate any IPR belonging to the University in connection with the Courses.
	2. The University shall licence to the Associate such rights as may be necessary for it to fulfil its obligations pursuant to this Agreement. Such licenses shall automatically terminate on the termination of this Agreement unless otherwise agreed in writing, subject to:
		1. all Course Material may be used by either Party to allow Students to complete their Course(s).
	3. The Associate acknowledges that the terms of the University’s licence with The Copyright Licensing Agency (‘**CLA**’) in the UK allow specified copyright material to be photocopied and digitally scanned for use only as components of the course materials for students on the University’s (as licence holder) courses when such courses are delivered by the University in the UK or via distance learning and, when the University’s courses are franchised for delivery by third parties, by such third parties subject always to such courses leading to a Kingston University award and the students using such photocopied (or digitally scanned, which must take place in the UK) components of course materials being registered with the University for such awards.
	4. Both Parties will benefit from any IPR resulting from joint research programmes subject to a separate written agreement.

1.5 The Associate acknowledges that one of the consequences of Schedule 2 clause 7.1 is that the Students will be subject to the University’s Student Intellectual Property Policy, which governs ownership of the Students’ Intellectual Property.

**Schedule 5 [c or d]**

**See attached document**

1. The Office for Students (OfS) [↑](#footnote-ref-2)
2. As defined by the [Office for Students](https://www.officeforstudents.org.uk/data-and-analysis/continuation-and-transfer-rates/definitions-and-methodology/). [↑](#footnote-ref-3)