

THIS AGREEMENT is made on the

*8th day of June*

2009

**BETWEEN:**

**UNIVERSITY OF SUSSEX** incorporated by Royal Charter (dated 16 August 1962) whose address is The University of Sussex, Falmer, Brighton, BN1 9RH (hereinafter called "the University"); and

**BELLERBYS EDUCATIONAL SERVICES LIMITED** (trading as Study Group and hereinafter called "Study Group") a company incorporated in England and Wales under company registration number 02325576 whose registered office is at 1 Billinton Way, Brighton BN1 4LF

**RECITALS**

1. The University is engaged in both undergraduate and postgraduate research and teaching. From time to time it enters into collaboration agreements with commercial companies and others. These contracts may include contracts under which it provides academic offerings to overseas students.
2. Study Group is a leading UK private-sector provider of education and training for overseas students.
3. The University and Study Group wish to co-operate in the provision of education and training for overseas students, by combining the University's resources in terms of property and status with Study Group's know-how to create the University of Sussex International Study Centre (USISC) which will provide education and training to overseas students who wish to go to a UK University but do not yet qualify for immediate entry to either undergraduate or postgraduate degree programmes.
4. The parties entered into a previous agreement in April 2006 for the period expiring in October 2008 and now desire to extend the agreement setting out the terms and the regulation of their collaboration subject to the successful

completion of the process for the re-recognition of Study Group as partner affiliated to the University.

5. Study Group presently occupies space within the University under the terms of two leases. It is intended that at the time of entering into a new collaboration agreement, the parties will enter into two new leases of the accommodation to be occupied by Study Group

## 1. DEFINITIONS

In this agreement, the following words shall have the following meanings:-

**"Academic Management Group"** means the committee formed to monitor the quality and standards of the validated academic provision;

**"Academic Matters"** means the academic content, assessment procedures and criteria for progression from USISC to the University to degree level as more particularly described in Annexes 2 and 3;

**"Agreement"** means this collaboration agreement and Annexes;

**"Annexes"** means the attached Annexes to this Agreement more particularly described as Annexes 1- 8;

**"Commencement Date"** means 8 June 2009

**"Financial Arrangements"** means the financial arrangements between the two parties in relation to the USISC as more particularly described in Annex 1;

**"Validated Programmes"** means Study Group programmes validated by the University which, if successfully completed, may result in the student meeting the academic requirements to progress to an agreed range of University degrees.

**"Leases"** means the leases to be entered into between the parties for Study Group's use of University space;

**"Marketing and Branding"**

means the promotion of the USISC as more particularly described in Annex 8;

**"Parties"**

means the University and Study Group, and Party shall mean either of them;

**"Programme"**

means a course of academic study delivered for the USISC;

**"Review Date"**

means a formal review point in October 2013

**"Services"**

means the services to be provided by the University and Study Group for the purposes of the USISC;

**"Steering Group"**

means a steering committee formed for the purposes of management direction and business development, to comprise appropriate members from the University and from Study Group;

**"Student Accommodation"**

means the accommodation to be provided by the University and Study Group as more particularly described in Annex 7;

**"Student Overhead Payment"**

means the payment made by Study Group to the University per student as more particularly described in Annex 1;

**Termination Date**

31 July 2014 when the re-recognition expires

## 2. RECOGNITION AND RE-RECOGNITION

- 2.1 The University validates programmes and courses only in recognised partner institutions. The procedures, which are set out in Annex 2, have been drawn up after due consideration of the QAA Code of Practice for the assurance of academic quality and standards in higher education. The University is responsible for all awards granted in its name. In order for Study Group to have been recognised, the procedures set out by the University have been followed. Study Group has been recognised as an affiliated partner of the University for the USISC.
- 2.2 Subject to clause 3, Study Group having been recognised as an affiliated partner of the University ("Recognition") for an initial period of three years from 1 August 2006 to 31 July 2009, it has now been re-recognised for a further period from 1 August 2009 to 31 July 2014 at which point this recognition will be reviewed with the possibility of continuing for a further defined period. All the costs related to the recognition and any re-recognition will be borne by Study Group.
- 2.3 Recognition may be withdrawn if, in the University's reasonable opinion, Study Group has failed to comply with the Requirements for Recognition/Validation.
- 2.4 During the academic year prior to the expiry of the Recognition, a Re-recognition Panel will be convened by the University to consider the re-recognition of Study Group. The Re-recognition Panel will be chaired by a Pro-Vice-Chancellor. The Panel will also normally include a member external to both institutions. Where possible, a member of the original Recognition Panel should sit on the Re-recognition Panel.
- 2.5 Study Group will provide to the University a self-evaluation document addressing the issues set out in the University's *Partnership Procedures for the Recognition and Re-recognition of a Partner Institution* (as referred to in Annex 2).

- 2.6 The re-recognition event was held in February 2009 and the Panel recommended to the University Teaching and Learning Committee that Study Group International be re-recognised as a partner affiliated to the University for a further period of five years from August 2009 to July 2014. Conditions of re-recognition that emerged following the re-recognition process must be satisfactorily fulfilled before any new programmes may be validated (or existing programmes re-validated) by the University.
- 2.7 Subject to successful re-recognition of Study Group, revalidation of programmes can then proceed on the basis of procedures set out in Annexe 2.

### 3. DURATION AND REVIEW

- 3.1 This Agreement will commence on the Commencement Date.
- 3.2 The parties wish to commit to the USISC for five yearly intakes (2009, 2010, 2011, 2012 and 2013).
- 3.3 Subject to any earlier termination under clause 7 below, this agreement shall continue in force until the Termination Date.
- 3.4 At the Review Date the parties will review the agreement, with a view to, but not being bound to, entering a new agreement or extension of this Agreement, as agreed in writing.
- 3.5 The following matters will be amongst the considerations applied at the Review Date, but will not in themselves constitute sufficient grounds for early termination of this agreement:
- 3.5.1 unsatisfactory levels of recruitment;
  - 3.5.2 revisions of corporate policies;
  - 3.5.3 unsatisfactory levels of throughput, (where the University defines 'satisfactory' throughput at 70% of Foundation Programme cohorts/students progressing through to the University's degree programmes, and 70% of Pre-

Masters Programme cohorts/students progressing through to the University's postgraduate degree programmes).

#### **4. OBLIGATIONS**

4.1 The parties agree that they will fulfil their respective obligations as set out in this Agreement including the Annexes.

4.2 Study Group shall develop and deliver the programmes to students.

4.3 Study Group shall be the primary point of contact for students and shall be the body with whom students contract for the provision of teaching, learning support and pastoral care to students at the USISC.

4.4 Study Group shall be responsible for:

4.4.1 recruiting the agreed number of students to the programme for each intake. Any changes to the admission policy and arrangements vetted at Recognition and re-recognition must be approved in writing, such approval not to be unreasonably withheld by the University;

4.4.2 registering the students;

4.4.3 inducting the students. The induction process will explain the nature of the collaborative relationship between Study Group and the University;

4.4.4 designing, conducting and marking the assessments associated with USISC programmes, and associated record-keeping;

4.4.5 recruiting, appointing, inducting and developing staff for USISC to deliver the Programmes. The University will, if invited, participate at the recruitment stage and will send a representative to sit on interview panels;

4.4.6 Study Group acknowledges that the University is entitled to take a close interest in and be kept fully informed about the appointment of key staff responsible for leading and delivering individual programmes ("Key Staff"). This includes a focus on the competences of Key Staff in the recognition/re-

recognition processes. Between those points it involves Study Group advising the University when there is the possibility of changes of key staff, and the University being sent, and retaining subject to their obligations pursuant to clause 10.12, the Curriculum Vitae of key staff submitted as part of the recruitment process;

4.4.7 Study Group shall take a pro-active approach to complaints received by the students in regard to any staff member, and shall bear in mind its obligations pursuant to Annex 6.

4.4.8 Members of staff of Study Group will be eligible to apply to attend University staff development events. The University will consider whether a charge will be made for such attendance on a case-by-case basis.

4.5 The University shall be responsible for specific pastoral or academic support only relating to emergency situations, for example, any incidents that occur at night in University accommodation.

4.6 In consideration for the Student Overhead Payment, the University shall provide the following services for USISC students:

4.6.1 subject to clause 2, ongoing programme validation relating to Partnership Office and academic unit work in quality assurance, programme development, annual monitoring, examination meetings, QAA compliance, time of link tutors and University faculty chairing examination boards;

4.6.2 except for Study Group's responsibilities under clause 4.4, student record keeping and registry services at a similar level to other University students;

4.6.3 associate Student Union membership;

4.6.4 sports centre membership;

4.6.5 chaplaincy access;

4.6.6 health centre registration (subject to NHS rules) and Gardner Arts Centre access;



4.6.7 access to counselling/psychological services and disability/specialist learning support;

4.6.8 library and computing access comprising access and borrowing rights in relation to the Library's current stock and resources.

4.7 The University shall provide appropriate space for the USISC. The specific nature of the physical space shall be set out in the Lease and Annex 1. However, in general terms, the University will provide:

4.7.1 a suitable number and appropriate size of classrooms which are adequately equipped and decorated for the purpose;

4.7.2 suitable space for a learning resource area;

4.7.3 suitable office space and reception facility.

4.8 The University may also make lecture theatres and laboratory facilities available for Foundation and Pre-Masters Programme teaching purposes, subject to separate financial arrangements and, where required by the University, separate agreements (which may be by way of Licence or Lease as appropriate) of any space occupied by Study Group, additional to that let by the Lease.

## **5. INTELLECTUAL PROPERTY**

5.1 All documentation and other property and intellectual property arising from the programmes shall be the sole property of Study Group or its nominee who may use the same as it considers appropriate. The University shall be entitled to use such documentation, property and intellectual property for the purposes of performing its obligations in relation to the USISC.

5.2 The University shall own all intellectual property rights, whether registered or not, and the goodwill in the name and the brand in USISC provided that this shall not give the University any monopoly over the phrase International Study Centre or ISC. In the event of termination of this agreement other

than as a result of the withdrawal of or breach by the University, the University shall be entitled to continue to operate the facility on the Sussex campus under the name 'University of Sussex International Study Centre' for its own benefit alone. The name may not be used in any other context without the express written agreement of Study Group.

## **6. CONFIDENTIALITY**

6.1 The parties recognise that the delivery of the programmes may require the transfer of Confidential Information (as more particularly defined below) between the parties.

6.2 Subject to the University's obligations pursuant to the Freedom of Information Act 2000, neither party shall, during this Agreement or after its termination, disclose the other's Confidential Information to any other person.

6.3 Subject to the University's obligations pursuant to the Freedom of Information Act 2000, neither party shall use such Confidential Information for any purpose except as permitted in this agreement and shall not disclose such confidential information to any third party except as permitted by this agreement.

6.4 The term Confidential Information shall mean all information and materials exchanged between the parties other than information explicitly declared as non-confidential by the disclosing party, and information falling under the provisions of clause 6.5 below.

6.5 The term Confidential Information shall not include information on materials:

6.5.1 which were in the public domain at the time of disclosure; or

6.5.2 which after disclosure have become part of the public domain through publication or otherwise, except by breach of this agreement; or

6.5.3 which the recipient can demonstrate, based on written records, was already in its possession prior to its disclosure under this agreement; or

6.5.4 which the recipient receives from an independent third party which has the right to disclose it to such party; or

6.5.5 which are subsequently and independently developed by employees of the receiving party (as evidenced by the receiving party's written records) who had no knowledge of the disclosed information.

6.6 The obligations of confidentiality herein shall not apply to any information or materials to the extent that such information or materials:

6.6.1 are required to be disclosed by order of a court or law or appropriate government agency provided that the recipient informed the disclosing party as soon as possible and the disclosing party be given the opportunity, if time permits, to make appropriate representations to such court, authority, or stock exchange or take such action as it feels necessary, at its cost, to attempt to secure the information is kept confidential;

6.6.2 are submitted to governmental agencies to facilitate the issuance with marketing approvals for products which emerge from the USISC;

6.6.3 are reasonably required to be disclosed to professional advisors;

6.6.4 have been approved for publication by the parties; or

6.6.5 are product related information which is reasonably required to be disclosed in connection with marketing or sub-licensing activities with respect to the programmes.

## 7. **TERMINATION**

7.1 The Agreement can be terminated at any time by either party if:

- 7.1.1 Either party commits a material breach and this breach is un-remedied to the reasonable satisfaction of the other party, within 30 days of receiving written notice from the other that the breach has been committed, or
- 7.1.2 Either party becomes insolvent or makes an arrangement with its creditors or goes in to liquidation (voluntary or otherwise) receivership or administration or a voluntary arrangement with its creditors, or any other statutory insolvency regime
- 7.1.3 Study Group is not re-recognised as a partner of the University, or
- 7.1.4 The programmes are not re-validated in accordance with clause 2.2, or
- 7.2 The University may, upon giving Study Group 30 days notice, withdraw from the partnership if, after due investigation and discussion, it has become apparent to the Senate it that there is any impropriety or threatened actual or prospective liability or other circumstances in relation to Study Group, which might cause embarrassment to the University or damage to its reputation.
- 7.3 If this Agreement is terminated under clause 7.1 hereof Study Group shall, if so required by the University, continue to provide the Services for the current academic year in which termination occurs and for academic years following termination for students who remain on programmes or who remain within their period of registration and for students enrolled on future programmes, or for such parts of those periods as the University may require.
- 7.4 If this Agreement is terminated under any of the provisions of clause 7 of hereof, or if Study Group is unable to fulfil its obligations under clause 7.5

hereof it shall provide to the University all relevant information and know how to enable the University to continue to provide the services.

## **8. LIABILITY**

8.1 Nothing in this Agreement shall limit a party's liability in respect of death or personal injury caused by its negligence or for any fraudulent misrepresentation, or for any other liability which cannot be excluded under applicable law.

8.2 The University shall maintain public liability insurance up to the value of £10 million in respect of injury or death to a student whilst they are on campus.

8.3 Except as pursuant to clause 8.1 neither party shall be liable to the other whether in contract, tort (including negligence) or otherwise for:

8.3.1 Any direct loss suffered by the other in amount exceeding the fees payable under this Agreement in the twelve months preceding the date on which such liabilities arose; or

8.3.2 Any indirect or consequential loss, loss of business, profit, goodwill, sales or financial loss of any amount.

8.4 Study Group will indemnify the University against all claims and losses enforced by the Courts or Office of the Independent Adjudicator related to the breakdown in the provision of service unless the breakdown was caused by an act or omission of the University.

8.5 Study Group shall ensure that the students have insurance with a reputable insurer that covers third party liability while on campus and will indemnify the University if they do not.

8.6 Each party is responsible for the payment of all tax on income arising out of its performance of this Agreement, and for paying and accounting for all applicable VAT and other such duties.

**9. INSURANCE**

- 9.1 Study Group shall arrange and maintain Employers' Liability Insurance and Third Party (Public Liability) Insurance up to a value of £10 million with a reputable insurer.
- 9.2 Study Group shall at its own expense supply immediately upon request copies of all insurance policies cover notes premium receipts and other documents necessary to comply with this Clause 9 or such evidence thereof that the University may from time to time or at any time reasonably require.
- 9.3 The University shall be entitled to notify Study Group in writing that in the opinion of the University any such policy of insurance does not effect sufficient cover to comply with the Agreement and to require Study Group to effect such insurance as will so comply. Upon receipt of such notice Study Group will forthwith procure and effect such insurance and in default the University may cause such insurance to be effected whereupon Study Group shall pay to the University such sum as the University shall certify as being the cost to the University of effecting such insurance.

**10. GENERAL**

- 10.1 Neither party may sub-contract, delegate or assign any of its rights or obligations under this agreement without the prior written consent of the other party.
- 10.2 The University reserves the right to approve Study Group's standard contract with the Students of USISC. In particular the contract must contain a clause that the students will be subject to the University's student disciplinary procedures and that, under the University's Ordinance on Student Discipline, the University reserves the right to require a USISC student to withdraw temporarily or permanently from the programme with immediate effect or to impose such other penalty (including a suspended penalty) as may be permitted under the Ordinance if they do not comply with all applicable site rules, codes of conduct, regulations and bye-laws of the University.

- 10.3 The validity construction and performance of this agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 10.4 Neither party shall have any liability or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that party, including, but not limited to, strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, regulation or direction, accident, breakdown of plant or machinery, fire, flood, severe weather, the impact of epidemics, pandemics and diseases or, telecommunication failure. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in the performance and when they cease to do so.
- 10.5 This agreement can only be amended in writing signed by a duly authorised representative of the University and Study Group.
- 10.6 No failure of delay on the part of either party to exercise any right or remedy under this agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy include the further exercise of such right or remedy.
- 10.7 If any provision or part of this agreement is held to be invalid amendment to this agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part of provision but otherwise retain the provision and the other provisions of this agreement to the maximum extent permissible under applicable law.
- 10.8 Any notice to be given under this agreement shall be in writing and shall be sent by first class mail, or by fax (confirmed by first class mail) to the address of the relevant party set out at the head of this agreement, or to the relevant fax number set out below, or such other address or fax number as

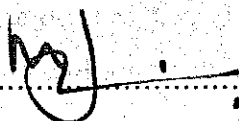
that party may from time to time notify to the other party in accordance with this clause 10.8. The fax numbers of the parties are as follows: Study Group – 01273 339384; the University - 01273 877195 - Notices to the University shall be marked for the attention of the Academic Registrar. Notices to Study Group shall be marked for the attention of the Managing Director.

- 10.9 Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail) or on the next working day after transmission (in the case of fax messages).
- 10.10 Neither party shall make any press or other public announcement concerning any aspect of this agreement, or make any use of the name or the other party in connection with or in consequence of this agreement, without the prior written consent of the other party.
- 10.11 Both parties agree to issue a joint press release on launch and on significant events.
- 10.12 Both parties agree to fulfil their obligations under the Data Protection Act 1998 (in particular the eight principles set out in schedule 1 to that Act).
- 10.13 Study Group acknowledges that this agreement will be subject to the provisions of the Freedom of Information Act 2000.
- 10.14 This agreement including its Annexes, sets out the entire agreement between the parties relating to its subject matter and supersedes all prior written agreements, arrangements or understandings between them relating to such subject matter. The Annexes shall form part of this agreement as if set out here. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this agreement or the Annexes.
- 10.15 This agreement does not create any right enforceable by any person not a party to it.

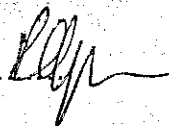


10.16 Nothing in this agreement shall constitute or be deemed to constitute a partnership or other relationship of a similar nature between the parties and none of them shall have any authority to bind the others in any way.

SIGNED as a DEED by a duly authorised representative of The University of Sussex

);  .....

Witness:

 RICHARD ALLAN GORDON

Name:

25 FITZJOHNS ROAD

Address:

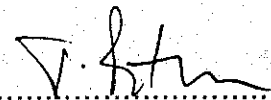
LONDON

SW7 1PP

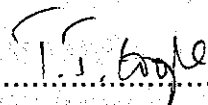
Occupation:

CHARTERED ACCOUNTANT

SIGNED as a DEED by a duly authorised representative of Bellerbys Educational Services Limited

);  .....

Witness:

 T.J. COYLE

Name:

TIMOTHY JOHN COYLE

Address:

c/o 1 BILLINDON WAY

BRIGHTON BN1 4LF

Occupation:

CHARTERED ACCOUNTANT

## **ANNEX 1**

### **Financial Arrangements and Resources**

1. Both parties acknowledge that the financial arrangements of this agreement seek to balance risk and incentives between the parties.
2. Both parties agree that if the project is successful they should re-visit these financial arrangements at the Review date.
3. However, for the duration of this agreement Study Group will pay the University:
  - 3.1 Re-recognition and validation fees will be charged at the University's standard rate applicable at the time of these events (such rates being set out in the Annual Partner Handbook published by the University)
  - 3.2 Study Group shall also pay to University, annually, overheads for accommodating the project in the following ways:
    - 3.2.1 Study Group will rent premises from the University, more particularly described, and on the terms contained in, the Leases.
    - 3.2.2 Study Group may be required to pay a contribution to the "fitting out" costs that the University will incur to prepare any additional facilities for occupation by Study Group;
    - 3.2.3 Study Group shall pay for telephone line rental and all calls, faxes and e-mail facilities for USISC, plus a charge for insurance and waste disposal;
    - 3.2.4 There will be no rent per capita fee payable for staff and parking.
  - 3.3 Student Overhead Payment
    - 3.3.1 Study Group will pay the University a per capita fee of £950 per student (price at 1 August 2009) to cover the facilities and services provided by the University as more particularly described at clause 4.6 above. The per capita price will be increased by 4% per annum or by RPI if higher;

3.4 Under the arrangements detailed in annex 7, the University will invoice Study Group for the charges due for students in University accommodation. Study Group will pay this invoice in three instalments, the first payment to be made on receipt of the invoice in the Autumn term, the second payment on 8<sup>th</sup> January and the final payment on 16<sup>th</sup> April. These payments will be paid by Study Group only to the extent that payments have been received from Study Group by students.

3.5 All amounts quoted in this Annex are before VAT at the relevant date and are subject to assumptions about the applicability of VAT in force at the time of creation of this agreement. Should circumstances relating to the applicability of VAT change over the duration of this agreement, either party is entitled to add VAT to agreed prices, where appropriate.

3.6 In the event that either party is late in making payments to the other, then the other shall be entitled to:

3.6.1 suspend the Agreement pending payment of the monies due; and/or

3.6.2 terminate the agreement pursuant to clause 7 if payment is not received within thirty days of notice; and/or

3.6.3 charge interest on the amount owing at a rate of 4% above the Base Rate of Barclays Bank Plc from the date of payment until payment or judgment, which ever is the later.

## **ANNEX 2**

### **Procedure for the validation and re-validation of taught programmes of study**

1. The University will validate programmes only in institutions with which there is a Memorandum of Agreement. In the case of a new partnership, it will be possible for institutional recognition and validation to proceed in parallel, but validation will be dependent on institutional recognition.
2. Study Group will propose programmes of study for approval by the University; the designated correspondents are the Assistant Registrar (Partnership Office) (University) and the [Study Group nominated contact]. Before doing so, the institution will have satisfied itself as to any requirements that it makes in respect of demand from students and as to the resources required to run the programme.
3. Study Group will submit an outline of each proposed new programme to the University at least six months in advance of the date of the validation event. The outline statement will indicate the type and structure of the programme and allow the University to identify appropriate experts to join the Validation Panel. The institution will not be bound by the structure and content of the programme as it is laid down at this point.
4. Study Group will submit a full proposal in the form of a proposed programme document at least six weeks in advance of the validation event.
5. The University will normally establish a Validating Panel in respect of each proposal (which may comprise a single programme or group of cognate programmes), and specify the membership and conduct of such a committee. The Validating Panel will be serviced formally and its membership will normally (but not exclusively) comprise:

- a Pro-Vice-Chancellor or a senior member of a University teaching and learning committee (in the Chair)
- another senior member of a University teaching and learning committee
- a subject specialist
- a member external to both institutions

6. The Validating Panel will consider the proposal against the requirements of the University's *Partnership Procedures for validation and re-validation of taught programmes at partner institutions*; specifically against the criteria listed in Appendix 2 and the documents listed in Appendix 3 of that document, and against any further criteria or conditions made known formally by accrediting bodies relevant to the proposal, during a formal event held at Study Group.

The Validating Panel will formulate a report to the University, which may recommend:

- (i) that the proposal should be approved without amendment, or
- (ii) that the proposal should be approved subject to specific conditions, including the dates by which they should be satisfied. (Note : until the conditions set have been satisfied students cannot be admitted to the programme), or
- (iii) that the proposal should be approved under either (i) or (ii) above, with a recommendation that the originators consider certain matters on which a report back would be required; or
- (iii) reject the proposal with advice to its originators as to the reasons for doing so.

7. For the initial Foundation Programme, the Validating Panel has decided that no award will be made, but this may change on subsequent validations.

8. On future validations, the conclusions to the report of the Validating Panel will specify:
- If appropriate, the title(s) of the award(s) and programme(s) (as they will appear on certificates) including all exit awards (e.g. Cert HE/DipHE/BA (Hons) Business Studies);
  - the mode of study (e.g. full-time/part-time);
  - the year in which re-validation must take place;
  - the number of intakes to which validation applies;
  - the minimum and maximum periods of registration (which should allow for the possibility of students intermitting study)
  - any conditions of approval (which must be met within the agreed period of time and according to an agreed schedule of actions in order that the programme may run);
  - any recommendations which Study Group is asked to consider but is not required to act upon other than reporting whatever action is taken (together with justification);
9. Validation will be granted for a given period of time (a maximum of five years) after which the programme must be re-validated if it is to continue.
10. For each programme approved the University shall require a definitive programme document to be lodged with the University's Partnership Office setting out the curriculum and arrangements for management of the programme. The definitive document is the legally binding contract for each programme. Therefore there must be no changes of any kind to the programme as described in the definitive document without the prior approval of the University. Minor changes can be approved by University teaching and learning committees, but major changes may necessitate a revalidation event. The partner must ensure that the definitive document is

amended according to any approved changes made and a copy of the revisions lodged with the Partnership Office.

11. The report of each validated programme (together with the definitive documents) will be annexed to the Memorandum of Agreement.

12. The costs of validation will be borne by Study Group.

13. **Delivery of the Programme**

14. Study Group shall be responsible for the delivery of the approved programme, within the terms of the agreement with the University and of the approved validation. Study Group shall make an annual report to the University certifying that the programme has been fully monitored according to procedures outlined in the Memorandum of Agreement.

15. Should a partner institution wish to withdraw or suspend a validated programme, it must make a formal request to the University, which will agree or otherwise, the withdrawal / suspension of the programme. A programme may only be suspended for a maximum two-year period after which it must be reinstated or withdrawn.

16. Programmes approved through this process of validation are to be delivered by the institution only and under no circumstances is the provision to be sub-contracted to another institution through a separate agreement.

## **ANNEX 3**

### **Criteria for progression from USISC to University Degree level**

1. As part of the validation process, it will be necessary to agree the criteria for:
  - 1.1 Passing the foundation year programme, and
  - 1.2 Progression to the nominated University degree programme.
2. Both parties agree that these two criteria are not identical.
3. Both parties agree that the threshold for progression to the University degree programme are likely to be higher than a pass in the foundation year programme.
4. Both parties agree that there will be some variability in the level of achievement required in order to progress from a USISC foundation programme to a University degree programme. This is to reflect differing levels of demand/capacity, parity with requirement imposed on UK students and also to control entry to more demanding programmes such as integrated masters degrees.
5. Proficiency in the English language will be integrated into the assessment and pass criteria for the foundation year programmes.
6. For students who narrowly fall short (having exhausted provision for re-sits) of the conditions for normal and automatic progress spelled out in the validation process, the parties have agreed that the University will reserve the option to review the case for admission to a University degree programme, on the basis of:
  - (i) Interview; and/or
  - (ii) IELTS or other University approved language test as a form of re-sit for those whose weakness is proficiency in English language.



## **ANNEX 4**

### **ASSESSMENT PROCEDURES**

1. In the assessment of students on validated programmes of study, Study Group agrees to co-operate with the University in the execution of the procedure outlined below:
  - 1.1 Study Group is responsible, as per clause 4.4.4, for designing, conducting and marking the assessments associated with USISC programmes, and the associated record-keeping.
  - 1.2 Examination Boards
    - 1.2.1 For each programme, Study Group will establish an Examination Board. The terms of reference and composition must be set out for approval in the proposed programme document submitted for validation (if generic arrangements were not approved as part of institutional recognition).
    - 1.2.2 The Examination Boards must operate in accordance with the terms of reference and composition approved by the University. The University reserves the right to chair the final Examination Boards.
2. Membership
  - 2.1 The membership of the Examination Board must be approved by the University on an annual basis. However, it remains an examination board of Study Group and not the University.
3. Assessment and appeals regulations
  - 3.1 The full assessment and appeals regulations for Study Group must be approved by the University.
  - 3.2 The rules for the conduct of unseen examinations should be consistent with the principles adopted by the University and published in its examination handbooks.

#### 4. Conduct of Assessment

- 4.1 Study Group is responsible for conducting the assessment of validated programmes in accordance with the assessment modes, regulations and arrangements approved by the University at recognition and in accordance with the assessment arrangements prescribed for each validated programme and laid down in the approved definitive document. Study Group is responsible for maintaining accurate records of marks achieved by students. Study Group will make those marks available to the University upon request and will ensure that it has relevant data protection consent from all students to do so.

#### 5. Observation of examination boards

- 5.1 On a three-yearly cycle, each examination board will be observed by a member of the Collaborative Provision Committee or one of the University's link tutors for the partnership. The observer will make a report to the Collaborative Provision Committee.

#### 6. Monitoring reports of examination boards

- 6.1 On an annual basis, the partner will provide an annual evaluative examination board report according to the agreed template. The reports will be considered by the Collaborative Provision Committee, which will submit a monitoring report to the Taught Programmes Committee.

#### 7. External examiner(s)

- 7.1 External examiner(s) will be nominated and remunerated by Study Group but will be appointed by the University. Nominations will be submitted to the University for consideration using the University's external examiner nomination form.

- 7.2 External examiner(s) will submit a report to the University using the University's template. The University (or Study Group) will publish the summary of the external examiner(s)' reports in accordance with HEFCE's requirements for Teaching Quality Information.

## **ANNEX 5**

### **Procedures for the annual monitoring of courses and programmes of study**

1. In respect of the University's requirements for the annual monitoring of courses and programmes of study leading to its awards, Study Group agrees to co-operate with the University in the execution of the procedure set out below:
  - 1.1 Process
  - 1.2 Partner institution
2. The partner's arrangements for annual monitoring must be approved as part of institutional recognition and any subsequent changes thereto must be approved by the University. The processes must include a review of evaluations of courses and programmes by students, a review of any external examiner(s) comments related to curriculum content or delivery and critical self reflection by the course teams.
3. University of Sussex
  - 3.1 The University is responsible for ensuring the process of annual monitoring of courses and programmes in partner institutions and will receive a report from the internal body with relevant responsibilities. Following the academic year in which programmes were taught, Study Group will submit to the Partnership Office reports as detailed below.
4. Qualitative Reports
  - 4.1 The report submitted to the University should summarise the outcomes of the monitoring process within Study Group, identifying highlights and issues for action. The report should include:
    - 4.1.1 A formal statement from Study Group certifying that the monitoring process has been comprehensively and satisfactorily carried out, identifying the

programmes for which reports have been received and listing any omissions (with revised submission dates);

4.1.2 A synopsis of the findings for each programme together with an action plan detailing the actions identified, how they will be achieved, by whom and when;

4.1.3 A statement of any generic issues identified;

4.1.4 Areas of good practice or prominent strengths that have been identified as having relevance beyond the programme concerned;

4.1.5 Review of observations that have been carried out by appropriate line managers during the year;

4.1.6 In addition the previous year's action plan should be appended, identifying those actions that have been achieved and, where they have not, further explanation;

4.1.7 Where appropriate, the relevant minute of the senior committee within Study Group which considers the annual monitoring reports should be included.

4.2 Quantitative report

4.2.1 Statistical data should be provided on a *cohort* basis, programme by programme, and where possible showing three years' figures (to allow trend analysis). A guidance template will be provided by the University. Where the partner is already generating data returns for other requirements, these should be adopted where possible, provided there is sufficient parity with the requirement of the University. A brief covering report should accompany the data contextualising the statistics, highlighting any exceptional results and identifying points of concern and the action to be taken.

## ANNEX 6

### Complaints and Appeals Procedure

1. Complaints procedure
  - 1.1 The procedures are a matter for the individual partner and will be vetted during the recognition process. If a complaint relates to the academic provision, the University would normally consider the complaint but only if a student had first exhausted the partner's complaints procedure and remained dissatisfied. The student should then write to the Registrar and Secretary at the University.
2. Appeals procedure
  - 2.1 Study Group's procedures apply and will be vetted during the recognition process to ensure that appropriate arrangements are in place. The grounds for appeal *must* accord with those of the University. However, students on validated programmes have ultimate right of appeal to the awarding body (i.e. the University) and if they remain dissatisfied they may invoke the University's appeal procedures. A student must write to the Registrar and Secretary within 21 days of the notification of the outcome of the unsuccessful appeal at Study Group. There is no right to appeal against the academic judgements of examiners.
  - 2.2 The University shall consult Study Group in relation to determining its response to student complaints and appeals, but its decision shall be final.

## **ANNEX 7**

### **Student Accommodation**

1. The scope of this annex relates to the housing of USISC students during their period on a USISC foundation programme, not to the subsequent entitlement to University housing of students who have progressed via USISC programmes to University degree programmes.
2. The understanding between the parties is that most USISC students will wish to be accommodated in University housing. However, Study Group may offer a further option of their own portfolio of housing in Brighton & Hove to any students who might prefer it.
3. Neither the University nor Study Group shall charge a fee for placing a student in University accommodation, but Study Group shall reserve the rights to make a charge if they are asked to place a student in housing elsewhere.
4. In advance of each academic year, the University will provisionally set aside, in consultation with Study Group, what it considers an appropriate number of bed-spaces in a selected sub-set of University student accommodation. The University will also notify Study Group of rent details, tenancy durations, tenancy terms and conditions and any other information required by Study Group in order to market the availability of University accommodation as part of the integrated USISC offering.
5. The parties will liaise closely from year to year with regard to the updating of references to accommodation in marketing and admissions materials, including the University's terms and conditions in relation to accommodation. The University reserves the right to sign off this content.

6. Where the student is being housed in University accommodation, the contract (as represented by the tenancy agreement) will be between the student and the University. However, Study Group will manage the initial communications and receipt of rent from the student for the duration of the programme, as part of its integrated admissions and support service. This will include clear communication to USISC students of the University's policies with regard to late arrival and non-payment of rent. However, this does not mean that Study Group takes on the role of guarantor of the payment of rent by USISC students.
7. Operational protocols will be agreed between the parties for the communication of USISC students' accommodation preferences during the lead-up to the main (September and January) intakes. The parties will agree dates close to these intake-points by which Study Group will confirm the housing requirements of the incoming student group.
8. The University will invoice Study Group for rents of USISC students according to the terms of annex 1, clause 3.4. The University will seek, via Study Group, to raise any invoices to students for damage to fixtures and fittings within an agreed period from the end of the tenancy, to coincide with the period for which Study Group retains a general deposit from the student. Thereafter the recovery of such damages will be the responsibility of the University.
9. USISC students will be subject to the University's Ordinance on Student Discipline in respect of any disciplinary matters which may arise in University accommodation.
10. The University will where practical provide accommodation for students arriving for USISC pre-sessional programmes at non-standard points in the annual cycle, but cannot guarantee the availability of such accommodation.



11. The University will seek to house USISC students in ways that will minimise the need to change room during the period of the agreed tenancy, but cannot guarantee this, especially for tenancies that extend into the summer vacation period.

## **ANNEX 8**

### **Marketing Communications and Admissions**

1. Both parties undertake to promote the USISC programmes to the best of their ability for the lifetime of this agreement.
2. Study Group undertakes to direct its marketing and agency resources strongly in support of the programmes.
3. The University commits to being an active and fully engaged partner in planning and executing the marketing strategy for the project.
4. The marketing strategy will involve detailed discussion of:
  - 4.1 The characteristics of the main Sussex degrees that students will progress to;
  - 4.2 How the curricula of the programmes delivered by USISC should map on to these characteristics; and
  - 4.3 How the marketing effort can best integrate these aspects.
5. In relation to branding and design of promotional materials, Study Group will provide a framework that is generic enough to accommodate higher education partners, but also in tune with the University's name and marque.
6. All application forms, contractual documents and other such documents must make clear that the student will be contracting with Bellerbys Educational Services Limited, and all documentation issued bearing the University's brand is subject to the University's approval.
7. Study Group must take care in communicating with students or potential students not to state or imply commitments that have not been agreed with the University; and they should not claim to speak for or on behalf of the University unless they have been explicitly authorised to do so. If in doubt, staff should check the position with the University's Partnership Office. All

promotional material for USISC programmes is subject to University editorial checks and must be referred at the proof stage to the University for checking and agreement of the content and the claims contained in it. That checking and agreement will not be unreasonably delayed or withheld by the University. Entries on course/programme content will be checked by the Partnership Office against approved validation reports and definitive documents. Clearance of the material or, where necessary, an indication of changes required will be conveyed to Study Group in writing.

8. Study Group is responsible for the selection and operational aspects of the process of admitting students to USISC programmes, and will carry out those responsibilities in a way that is mindful of the terms of the validation of the programmes in question, and the academic demands and characteristics of the University's degree programmes. The processes agreed for oversight of the USISC project will include review of the running and appropriate outcomes of the admissions process.
9. The parties will agree operational protocols for Study Group to communicate to the University the incoming USISC students' details during the lead-up to the main (September and January) intakes. Study Group will be responsible for obtaining the agreement of incoming USISC students to retain their personal data and to share it with the University to the extent that this is necessary for the administration of their course of study and for the University to communicate relevant student personal data to such third parties as may reasonably be required (including but not exclusively: the Higher Education Statistics Agency (HESA), and the Universities and Colleges Admissions Service (UCAS)).
10. The parties will agree protocols for USISC students registering their intention to progress to specific University degree programmes. The University undertakes to use its best endeavours to reserve places for USISC students on their preferred programmes, but cannot guarantee that it can always

enable the student's first choice of programme, and reserves the right to engage with USISC students, in liaison with Study Group, to counsel them regarding their choice of degree programme if there are grounds for concern about the student's academic preparedness or level of understanding of the preferred degree programme.

11. USISC students who progress to University degree programmes may need to have their details put through the UCAS admissions system. This will be facilitated by the University.