Dated XXXXXX

The University of Lancaster, UK

XXX

International Collaboration Agreement
1. PARTIES TO THE UNDERSTANDING

XXXXXX hereinafter referred to as XXXXX

Lancaster University hereinafter referred to as Lancaster.

2. STATEMENT OF PURPOSE

2.1 XXXX and Lancaster recognise the good standing of both Parties and acknowledge that there are mutual benefits available through collaboration.

2.2 The Parties have been in discussions to enter into the agreement for a [1 + 3/2 + 2] Programme that enables students from to enter certain designated full-time undergraduate degree programmes in Year 2 at Lancaster. This 2+2 relationship embodies the recognition of both parties of their shared strategic interests, and the expectation of mutual benefit of both institutions. Students entering this programme would spend 2 years in XXXXX and 2 years at Lancaster achieving undergraduate degrees from both institutions. The agreement is based on mutual credit transfer and credit recognition.

2.3 The Parties acknowledge that further discussions may lead to additional arrangements being agreed between them, including:

- Staff study visits
- Research cooperation
- Collaboration in organization of seminars, workshops, conferences and other scientific meetings.

2.4 It is acknowledged by both Parties that any such further arrangements will require approval by both institutions, and would likely require adjustment to the framework governing this agreement.

3. AGREEMENT

3.1 The Lancaster degree schemes offered under the 2 + 2 programme will be:

3.2 The 2 + 2 Programme will consist of the following stages:

Students would then transfer to the final two years of one of the programmes detailed under 3.1 above and complete under standard Lancaster regulations.
3.3 The entry level for students wishing to be admitted to the 2 + 2 Programme will be a minimum overall score of XXXXXXX. Students will need to have a minimum score of XXXXXX.

3.4 It is agreed that in the period of study at XXXXX students will take a number of compulsory ‘specialist modules’ relating to the Lancaster degree programme for which they intend to apply. These modules will be advised and agreed by Lancaster. Any changes in the provision and content of these modules must be agreed by Lancaster at least three months in advance of their deployment.

3.5 To be considered for entry to Lancaster at the end of the 2 + 2 Programme, students must have achieved, the following standards:

3.6 All students will make direct application to Lancaster using an application form provided by Lancaster.

3.7 Students who are successful in meeting the designated Lancaster entry criteria (see 3.5 above) will be considered for entry only into the Lancaster degree programme for which they have applied, and for which they have taken the appropriate specialist modules. The final decision as to whether or not a student is to be accepted will rest with the appropriate admissions team at Lancaster. The decision will be based not only on the student’s academic record in the 2 + 2 Programme but also on the availability of places. The number of students admitted to Lancaster will be reviewed annually and communicated to XXXXXX in April of the year of entry.

3.8 The XXXXXX course at Lancaster is compulsory for all students and consists of a four-week English for academic purposes course for which an additional fee will not be charged.

3.9 Responsibility for recruitment and initial admission to the programme lies with XXXXXX. Both institutions shall agree on appropriate use of publicity materials and the use of logos in advance of their publication.

3.10 Lancaster will be responsible for the appointment of a liaison officer (LO) with remit to undertake on-going evaluation of the programme through visits, questionnaires, reports and annual reviews. This person will liaise with appointed contacts within the relevant academic department and administrative offices at Lancaster and with an appointed Liaison Officer in XXXXXX. The Lancaster LO will be responsible for reporting any issues for further consideration and/or changes in curriculum or assessment to the appropriate staff members at both institutions.
GOVERNANCE

4.1 Within Lancaster ultimate authority for this agreement is Senate. Operational responsibility is located in XXXXX. Within XXXXX ultimate authority for this agreement is XXXXX. In XXXX operational responsibility is located in the XXXXX.

4.2 The LO will act as the institutional contact for each party, ensuring an appropriate flow of information at institutional level. Operational communication will be the responsibility of the relevant department.

4.3 The LO will submit an annual progress report to XXXXX and the appropriate committee of Lancaster. The annual report will contain information on students’ progress in the final two years. Any signs of underperformance will result of the review of the partnership.

RESPONSIBILITIES

5.1 XXXXX will market the programme and will be responsible for implementing marketing campaigns and the compilation and distribution of all marketing materials. XXXXXXX agrees that it will co-operate with Lancaster in the development of XXXX’s marketing strategy and will give reasonable consideration to any comments that Lancaster may have as to such marketing strategy.

5.2 Lancaster hereby grants XXXX permission to connect the Website to Lancaster’s website at www.Lancasterms.lancs.ac.uk and agrees to incorporate prominent links to the Website on Lancaster’s website. XXXXX hereby grants Lancaster permission to connect the Website to XXXX’s website and agrees to incorporate prominent links to the Website on XXXXX’s website.

5.3 XXXX will be responsible for recruiting students for the Programme with assistance from Lancaster. No student will be admitted to any Programme unless he satisfies the Entry Requirements for that Programme and provides XXXX with satisfactory documentation evidencing to XXXX’s reasonable satisfaction.

5.4 XXXX will provide Lancaster with details of any Student applying for admission to a Programme who might reasonably be expected to satisfy the criteria for direct admission to Lancaster.

5.5 In coming to Lancaster, each student shall be responsible for obtaining a visa and related travel documents necessary to pursue studies at the host institution. Both institutions will assist when necessary in providing necessary documents for obtaining the visas such as offer letters. Lancaster will provide all necessary and appropriate assistance to students travelling to study at Lancaster with regards to UK immigration requirements as applicable to students.
FINANCE

6.1 SYS IBS will set the fees for Semesters I, II, III and IV. There will be no tuition fee charged for Semester V at Lancaster. Students will be informed of the approximate cost of tuition fees and accommodation including for the four-week English for Academic Purposes course at the beginning of their course of study in SYS IBS. Exact fees and costs will be provided in April of the year of entry.

6.3 In order to further the relationship between the two universities, ten percent of the tuition fees paid by students from XXXXX for their first year at Lancaster, will be placed by Lancaster into a Staff Development Fund. The monies in the fund will be held at Lancaster University to be used exclusively by XXXX for staff development at Lancaster, subject to negotiation between the two parties and the availability of places.

6.4 Students accepted on the XX Hons programmes will be eligible for scholarships of £XX per year (in 20XX/20XX). These scholarships are specifically intended to contribute to the cost of fees. In order to qualify for these awards, students need to meet conditions slightly in excess of those required for guaranteed admission.

7. DISCLAIMER

7.1 Each Party shall indemnify and keep indemnified the other from and against all claims, actions, liabilities, demands, costs, losses, damages and expenses, including reasonable legal expenses of whatever nature, arising directly or indirectly from any negligent act or omission from the exercise of their rights or obligations under this Agreement or from any other loss which may arise from and as a result of any breach of the terms of this Agreement by either Party, its officers, employees, agents, contractors and consultants.

7.2 Nothing shall diminish the full autonomy of either party, nor will any constraint or financial obligation be imposed by either party upon the other, in carrying out this Memorandum.

8. FORCE MAJEURE

8.1 If either party is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extent thereof.

8.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such
delay in performance or non-performance of such obligations is due to Force Majeure of which it has notified the other Party.

8.3 The affected Party must use all reasonable efforts to overcome or remove the Force Majeure as quickly as possible.

8.4 If the Force Majeure continues for more than six months, the other Party may terminate this Agreement on giving thirty days’ written notice to the affected Party of its intention to do so.

9. TERMS AND CONDITIONS OF THIS MEMORANDUM

9.1 This Agreement shall be effective for one year from the date of signing.

9.2 Unless appropriate notice is given to extend the Term this Agreement shall expire without notice upon the Expiry Date. The parties will agree the required quality assurance arrangements to extend any agreement past the expiry date.

9.3 Provided that at least twelve (12) months have expired from the Effective Date both Parties may terminate this Agreement by giving the other Parties no less than twelve (12) months’ written notice.

9.4 Both Parties shall have the right at any time by giving written notice to each other to terminate this Agreement forthwith if:

9.4.1 a Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied within twenty-eight (28) days of a request from another Party to do so; or

9.4.2 there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or

9.4.3 at any time it is unlawful for a Party to perform any of its obligations under this Agreement; or

9.4.4 a Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that party; or

9.4.5 where an application is made to a competent court for an order or an order is made or a meeting is convened or a resolution is passed for
the purpose of appointing a person referred to in the preceding paragraph or for the winding up of the other party or for implementing a scheme or arrangement or for placing the other party under administration; or

9.4.6 a Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or

9.4.7 a Party ceases or threatens to cease to carry on the operations customarily carried on by it; or

9.4.8 any other event or series of events occurs which, in the reasonable opinion of that party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.

9.5 Both Parties shall have the right to terminate this Agreement at anytime if there has been a Deficiency or Deficiencies which has not been remedied in the reasonable satisfaction of the other Party.

9.6 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will, in the first instance, be referred the [*INSERT NAME*] and the [*INSERT NAME*] for discussion and resolution within [*10*] Working Days after the date on which it is so referred. If the dispute is not resolved within such 10 Working Day period the dispute will be referred to Lancaster’s [*please insert*] and X’s [*please insert*] who will attempt to resolve the dispute as soon as possible and, in any event, within 10 Working Days after the date on which the matter is referred to them then either party may propose that structured negotiations are entered into with the assistance of a mediator (the “Mediator”) prior to resorting to litigation.

10.2 If the parties are unable to agree on a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party may, within 10 Working Days after the date of the proposal to appoint a Mediator, or within 10 working Days after notice to any Party that the Mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") in London to appoint a Mediator.

10.3 The Parties will within 10 Working Days after the appointment of the Mediator meet with him in order to agree a programme for the exchange of any
relevant information and the structure to be adopted for the negotiation to be held with the assistance of the Mediator. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

10.4 If the Parties accept the Mediator’s recommendations or otherwise reach agreement for resolution of the dispute, such agreement will be reduced to writing and, once it is signed by a duly authorised representative of each Party, will be final and binding on the Parties.

10.5 If the Parties fail to reach agreement in structured negotiations within 20 Working Days after the Mediator has been appointed, such failure will be without prejudice to the right of either Party subsequently to refer any dispute or difference to litigation but the parties agree that, before resorting to litigation, structured negotiation in accordance with this clause [*] will have taken place.

10.6 Nothing contained in this clause [*] will restrict any party's freedom to commence legal proceedings at any time to preserve any legal right or remedy or to protect any intellectual property right or the confidentiality of any confidential information.

10.7 Unless otherwise agreed, the costs of the Mediator will be borne equally between the Parties.

11. NOTICES

11.1 Every notice given or required to be given under this Agreement (a “Notice”) will be in writing in English and sent for the attention of the person, and to the address, or fax number, specified in this clause (or such other address, fax number or person as the party may notify to the other, in accordance with the provisions of this clause) and will be:

(a) delivered personally; or

(b) sent by fax; or

(c) sent by pre-paid registered airmail.

11.2 The addresses for service of Notices are:

(a) If to Lancaster, addressed to the relevant party at:

Lancaster University
Lancaster
11.3 A Notice is deemed to have been received:

(a) if delivered personally, at the time of delivery; or

(b) in the case of fax, at the time of transmission; or

(c) in the case of pre-paid airmail 7 days from the date of posting,

provided that if deemed receipt under the previous paragraphs of this clause is not within business hours (meaning 9 a.m. to 5.30 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt), that Notice will be deemed to be received when business next starts in the place of receipt.

11.4 In proving service of a Notice it will be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted (by prepaid airmail) or that the sender’s facsimile transmission report confirmed receipt to the correct facsimile number.

11.5 Any notice addressed to either Party will be deemed (subject as provided in this Clause 11) addressed to both such parties.

12. LAW AND JURISDICTIONS

12.1 This Agreement will be governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.
Contacts between both LO are to be maintained by correspondence under the responsibility of the respective Vice-Chancellor of XXXX and Vice-Chancellor of Lancaster.

Signing for and on behalf of

Lancaster University

In the presence of
Witness:

Signing for and on behalf of

In presence of
Witness: