Dated

[ ]

Lancaster University

Memorandum of Agreement for International Teaching Partnership
THIS MEMORANDUM OF AGREEMENT (ICA) is made and entered into this [.........................] day of [.........................] 20??

BETWEEN:

(1) [X] hereinafter referred to as [X].

(2) The University of Lancaster, a higher education teaching and research institution, established by Royal Charter, whose administrative offices are at Lancaster, LA1 4YW, United Kingdom, hereinafter referred to as “Lancaster”

who may together hereafter be referred to as the "Parties" or in the singular as a "Party".

WHEREAS:

A. Lancaster [through its Department of ______] and [XXXXX] [through its Department of ______] have agreed to collaborate in order to develop and deliver:

- programmes of study leading to the award of single/dual/double/joint degrees (to be deleted as appropriate) from [Lancaster] and [X]

- arrangements for articulation between programmes of study at [Y] and bachelors/masters degree programmes at Lancaster leading to Lancaster awards

- other academic collaboration, including joint recruitment of students and staff development.

B. [The Parties have been involved in discussions regarding the academic collaboration and the Parties wish to formalise their agreements] [The Parties have been involved in collaborative academic activities under a formal partnership agreement dated XXXXXX] and now wish to continue the collaboration] by entering into and signing the present Agreement which shall consolidate and oversee any heads of terms, memorandum of understanding or other document which the Parties may have signed in relation to the pre-mentioned collaborations.

C. The Parties acknowledge that further or different programmes and other collaborative teaching and learning projects may be agreed upon between them in the future and they wish to establish at present a framework agreement which may govern these current, future or different programmes.
OPERATIVE PROVISIONS

1. **DEFINITIONS AND LEGAL PROVISIONS**

   The defined terms have the meanings given to them in [Schedule 1](#) and the General Legal Provisions in [Schedule 2](#) apply.

2. **CONDITIONS**

   2.1 This Agreement shall be conditional on and only take effect upon:

      2.1.1 the respective governing bodies of each of Lancaster and [X] giving approval to the collaboration;
      2.1.2 [X] obtaining consent from [list any external or regulatory consents required].

      [insert any other conditions applicable to the specific partnership].

   2.2 Lancaster will render reasonable support to [X] during the approval application process.

   2.3 Lancaster and [X] shall use all reasonable endeavours to meet the conditions set out in Clause 2.1 above as soon as practicable after the date hereof and, upon meeting a condition, that Party shall promptly notify the other. In the event that such conditions are not met by [insert date six months from Agreement date] then this Agreement shall be null and void and of no further effect.

   2.4 Each Party has had the opportunity to carry out a due diligence exercise on the other Party and is satisfied that the other Party has the necessary capacity to undertake the arrangements contemplated by this Agreement.

3. **COMMENCEMENT AND TERM**

   3.1 This Agreement will continue for the Term of [insert no of years, normally five] years, unless terminated earlier in accordance with its terms.

   3.2 By no later than 2 (two) years prior to the expiry of this Agreement or any replacement or extension thereof, the Parties will initiate a process for review of the partnership after completion of which review, and by no later than 1 (one) year prior to the expiry of this Agreement, a decision will be taken as to whether the Partnership should be continued for another Term and a new Agreement made.

   3.3 [Schedule 9](#) will apply in relation to the review process.

   3.4 Unless the Parties agree to extend the Term pursuant to Clause 3.1, this Agreement will expire without notice upon the Expiry Date.

4. **AGREEMENT**

   4.1 The Parties will collaborate in the establishment and operation of each Programme in accordance with the provisions of this Agreement.
4.2 A [UG/PG/Dual Degree] Programme will comprise modules to be taught, administered, examined and assessed [jointly] by [X staff] [X and Lancaster staff] [by Lancaster staff] in the English language at the [X] [Lancaster] campus in [Y] and will be of an equivalent academic standard to those offered by Lancaster at Lancaster and elsewhere in the UK HE sector.

4.3 Students having successfully completed a [Dual Degree] Programme [and who have met the agreed award criteria for both degrees] will receive a [Lancaster Degree] [a Lancaster Degree and an X Degree] [a Degree jointly awarded by Lancaster and X].

4.4 At any time during the Term, either Party may request amendments to any Programme or suggest additional Programmes.

4.5 Lancaster recognises that [X] may need to obtain necessary government approvals and licences for new Programmes from the appropriate [X] government authorities.

4.6 Lancaster will render reasonable support to [X] during any necessary approval application process under Clause 4.5.

4.7 Schedule3 will specify the Programmes initially agreed and will be amended in respect of any additional Programmes subsequently agreed between the Parties.

5. **RESTRICTIONS**

5.1 In acknowledgement of the importance of this collaboration, the Parties agree the following:

5.1.1 [X] undertakes to Lancaster that

- it will not during the term of the agreement (whether alone or in conjunction with, or on behalf of, another person, and whether directly or indirectly), without the prior written consent of Lancaster enter into any co-operation agreement with any other higher education or research institution or any other higher education provider [anywhere in the world] [in the United Kingdom] under which [provision similar to that governed by this Agreement is] [programmes of study within the Lancaster portfolio] [programmes of study similar to the Programmes governed by this Agreement are] [Programme X is] are offered to its students.

OR

- during the Term of the Agreement, it will give Lancaster first right of refusal on any new degree programme(s) [X] wishes to develop for delivery in [X]. If Lancaster does not wish to validate the proposed new degree programme(s) then [X] undertakes that it will only collaborate with another higher education provider in the United Kingdom of similar or greater status and standing than Lancaster and with the written agreement of Lancaster.

[X] further agrees that it will not do anything which would be inconsistent with the spirit and intent of this Clause 5.1.1 or otherwise with the intent or effect of circumventing the restriction contained in this Clause 5.1.1.
5.1.2 Lancaster undertakes to [X] that it will not during the term of the agreement (whether alone or in conjunction with, or on behalf of, another person, and whether directly or indirectly), without the prior written consent of [X] enter into any co-operation agreement with any other higher education or research institution or any other higher education provider in [anywhere in the world] [country] [province] [region] [city] under which [provision similar to that governed by this Agreement is] programmes of study within the Lancaster portfolio [programmes of study similar to the Programmes governed by this Agreement are] [Programme X is] offered to its students. Lancaster further agrees that it will not do anything which would be inconsistent with the spirit and intent of this Clause 5.1.2 or otherwise with the intent or effect of circumventing the restriction contained in this Clause 5.1.2.

6. GOVERNANCE MANAGEMENT AND RECORD KEEPING

6.1 Within Lancaster ultimate responsibility for the collaborative partnership governed by this Agreement will be located with the Senate and the committees and officers to which it delegates authority.

6.2 Management of the Partnership at Lancaster will reside with a Partnership Management Group, chaired by the Pro-Vice-Chancellor (International). The Partnership Management Group shall have responsibility for ensuring that the Programmes offered through the partnership are approved, delivered and managed in accordance with the terms of this Agreement.

6.3 Within [insert name of partner] [name of person or body in partner] will have ultimate responsibility for the collaborative partnership governed by this Agreement.

6.4 Management of the Partnership at [insert name of partner] will be the responsibility of [X] [who] [which] will have responsibility for ensuring that the Programmes offered through the partnership are delivered and managed in accordance with the terms of this Agreement.

6.5 Lancaster will appoint a senior academic who will be seconded to [insert name of partner] to work with and support senior [insert name of partner] staff in delivering and managing the partnership in accordance with the terms of this Agreement. The title and job description of this senior academic appointment will be agreed jointly between the Parties and details will be included in Appendix 4.

6.6 Operational responsibility for delivery of individual Programmes and contributory modules and operational responsibility for different aspects of the Partnership will agreed between the Parties.

6.7 [X] will promptly provide Lancaster with any data (in the form Lancaster requires) relating to the Students, Programme and/or this Agreement, or required by any regulatory body to which Lancaster is subject.

6.8 [X] must maintain for the minimum period prescribed by English law, and make available to Lancaster on request, all information and records relating to any Students or prospective Students.

6.9 Schedule 4 will apply in relation to governance, management and record keeping.
7. QUALITY ASSURANCE PROCEDURES FOR: VALIDATION OF PROVISION, TEACHING, LEARNING, AND ASSESSMENT, RESULTS AND AWARDS, APPEALS AND COMPLAINTS

7.1 For all validate Programmes under each type of educational provision, the parties will agree quality assurance procedures relating to delivery, teaching, learning and assessment, results and awards, appeals and complaints in accordance with the principles contained within Lancaster’s current Academic Regulations and Procedures (as amended from time to time) and/or any other procedures negotiated and agreed between the Parties. All quality assurance procedures will be consistent with the requirements of UK HE regulatory bodies [and, for Dual Degrees, with the requirements of the [X] regulatory bodies]. Agreed procedures will be set out in a Quality Assurance and Academic Procedures handbook and may, from time to time, be amended by mutual agreement. However, Lancaster retains final responsibility for all awards granted in its name, and as such also retains the right to require appropriate quality assurance arrangements so as to demonstrate academic equivalence between awards granted by Lancaster at [X] and awards granted at Lancaster and elsewhere in the UK HE sector.

7.2 For each type of educational provision to be validated, the Parties will agree approval procedures for all Programmes in accordance with the principles contained within Lancaster’s current Academic Regulations and Procedures (as amended from time to time) and/or any other provisions negotiated and agreed in writing between the Parties. All approval procedures will be consistent with the requirements of UK HE regulatory bodies and, for Dual/Joint [delete as appropriate] Degrees, with the requirements of [name of country] regulatory bodies. Agreed procedures will be set out in the Partnership Quality Assurance Handbook.

7.3 Programme proposals, and any further or consequential amendments proposed by either Party, will be considered by the Lancaster Partnership Management Group and, if agreed in principle, will be passed through the agreed Programme validation procedures for formal approval. Once approved, Schedule 3 will be amended accordingly. For the avoidance of doubt, no amendment will be made to any Programmes validated by Lancaster and leading to a Lancaster award without the agreement of Lancaster and no such agreement will be granted where the proposed amendment would have an adverse effect on, or be inconsistent with, any obligations to existing Students or any Students who have accepted an offer to study on any Programme affected by the amendment.

7.4 Lancaster may from time to time (acting reasonably) carry out a revalidation process on any of the Programmes.

7.5 Schedule 5 will apply in relation to quality assurance procedures for validation, delivery, teaching, learning and assessment, student experience, results and awards, appeals and complaints.

8. REVIEWS, APPEALS AND COMPLAINTS

8.1 Schedule 6 will apply in relation to reviews, appeals and complaints.
9. **FINANCE**

9.1 **Schedule 7** will apply in relation to financial arrangements.

10. **TARGET SETTING, [MARKETING], RECRUITMENT AND ADMISSIONS**

10.1 **Schedule 8** will apply in relation to target setting, marketing, recruitment, and admissions.

11. **STAFF DEVELOPMENT**

11.1 The parties agree to develop a programme of development activities for academic and non-academic staff.

11.2 **Schedule 10** will apply in relation to staff development.

12. **WARRANTIES AND INDEMNITIES**

12.1 **Schedule 11** will apply in relation to warranties and indemnities.


Signing for and on behalf of

Lancaster University

Vice-Chancellor

______________________________  ______________________________
Date  ___________________________  Date  ___________________________

OPTIONAL

In the presence of In the presence of

Witness: [  ]  Witness: [  ]

Dean of Faculty of [  ]  [  ]

______________________________  ______________________________
Date  ___________________________  Date  ___________________________
SCHEDULE 1: DEFINITIONS

1. For the purposes of this Agreement, the following definitions will apply:

“Lancaster Academic Year”
the academic year of Lancaster running from September in one year and ending in August of the next;

“[X] Academic Year”
the academic year of [X] running from [X] in one year ending in [X] of the next;

"Agreement"
means this agreement and any annex, appendix and/or schedule attached which will be deemed to form a part of this Agreement;

“Business Day”
a day other than a Saturday, Sunday, public holiday in England/[insert name of country] or other days when Lancaster/[insert name of partner] is officially closed for business;

“Claiming Party”
has the meaning ascribed to it in paragraph [    ];

“Claims”
has the meaning ascribed to it in paragraph [    ];

“Confidential Information”
means, without limitation, any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, intellectual property or ideas which, at the time or times concerned, are not generally known to third persons and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential;

Dual Degree
has the meaning ascribed in Clauses 4.2, 4.3 and 4.4 in the main agreement;

“DPA”
means the Data Protection Act 1998;

“Effective Date”
means the date on which this Agreement is signed;

“EIR”
means the Environmental Information Regulations 2004;

“Entry Requirements”
the entry requirements to be satisfied by a prospective Student in relation to a particular Programme as outlined in Lancaster’s relevant prospectus;

"Expiry Date"
means the fifth anniversary of the Effective Date;

“FOIA”
means the Freedom of Information Act 2000;

“Force Majeure”
has the meaning ascribed to it in paragraph [    ];

“Indemnifying Party”
has the meaning ascribed to it in paragraph [    ];

“Insurance Proceeds”
has the meaning ascribed to it in paragraph [    ];

“Intellectual Property”
means all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;
“Lancaster Senate” means [the body which, subject to the Charter and Statutes of the University, is responsible for the academic work of the University, both in teaching and research, and for the regulation and superintendence of the education and discipline of the students of the University;]

“Lancaster Trademarks” means the trade names and marks (both registered and unregistered) used and/or owned by Lancaster from time to time during the Term;

“Notice” has the meaning ascribed to it in paragraph [    ];

“Personal Data” means data which relate to a living individual who can be identified:

(i) from those data;
(ii) from those data and other information which is in the possession of the recipient and keeper of such data;

“Programme” means the programme(s) specified in Schedule [    ];

“Provision” means a range of formally approved programmes of study and contributory modules leading to specific academic qualifications;

“Staff Development Arrangements” means the arrangements specified in Schedule [    ];

“Applicants” means prospective students who have applied for admission to a Programme;

“Students” means individuals who have been admitted to and registered on a Programme; and

“Term” five years from the Effective Date and thereafter as extended pursuant to clause [    ];

“Validated Course” means programmes of study and contributory modules offered by [name of partner] and approved by Lancaster to lead to Dual Degree awards by [name of partner] and Lancaster;

“Validation” means the process by which Lancaster approves a Validated Course for delivery by [name of partner].

2. References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time prior to the date of this Agreement and any subordinate legislation made under the relevant statute or statutory provision (as so modified, replaced, re-enacted or consolidated) in force prior to Completion.

3. References to a person include a reference to any individual, company, corporation or other body corporate, unincorporated association, joint venture or partnership (whether or not having a separate legal personality).

4. References to the masculine, feminine or neuter gender respectively include the other genders and references to the singular include the plural (and vice versa).

5. References to clauses and Schedules are to clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such references appear.
6. The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

7. The headings in this Agreement will not affect its interpretation.

8. Any phrase introduced by the term “include”, “including”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
SCHEDULE 2: GENERAL LEGAL PROVISIONS

1. NON-ASSIGNMENT

This Agreement or any of the rights or obligations under it may not be assigned, transferred or sub-contracted by any party other than to their respective Affiliates, in whole or in part, without the express prior written consent of the other Party.

2. NO PARTNERSHIP

Nothing in this Agreement creates, will create or be deemed to create any form of partnership between the Parties, create or be deemed to have created the relationship of principal and agent, membership or any other legal entity between the Parties other than as specifically set out herein.

3. ENTIRE AGREEMENT

This Agreement supersedes all other agreements and understandings, whether written or oral, between the Parties in relation to the subject matter of this Agreement and constitutes the entire Agreement between the Parties.

4. VARIATION

Any variation to this Agreement will be in writing and signed by authorised signatories of the Parties.

5. PERSONAL DATA AND FREEDOM OF INFORMATION

5.1 [X] will (and shall procure that all of its staff, agents or employees will) comply with any notification requirements under the DPA and both Parties will observe all of their obligations under the DPA which arise in connection with this Agreement.

5.2 [X] acknowledges that Lancaster is subject to the requirements of the FOIA and the EIR (together the “Disclosure Legislation”) and agrees that it will co-operate and assist Lancaster if it receives a request for disclosure of information under the Disclosure Legislation and any requests which refer to the Disclosure Legislation (“Requests”).

5.3 Where Lancaster receives a Request it will notify [X] and [X] will:

5.3.1 provide Lancaster with a copy of all information which is available to it in the form that Lancaster requires within five days (or such other period as Lancaster may specify) of the date of the notice requiring such information; and

5.3.2 provide all necessary assistance required by Lancaster to enable it to respond to a Request within the time periods set out in the Disclosure Legislation.
5.4 Lancaster will be responsible for determining in its absolute discretion whether the information:

5.4.1 is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and
5.4.2 is to be disclosed in response to a Request, and in no event will [X] respond directly to a Request unless it is expressly authorised to do so by Lancaster.

5.5 [X] acknowledges that Lancaster may, under exceptional circumstances and in order to comply with UK legislation, be obliged under the Disclosure Legislation to disclose information:

5.5.1 without consulting [X] or
5.5.2 following consultation with [X] and having taken its views into account.

5.6 Without prejudice to Paragraph 0 of this Schedule 2 Lancaster will use its reasonable endeavours to consult with, and take into account the views of, [X].

5.7 The Parties may agree that where the information which is the subject of the Request is held by [X] it is appropriate to transfer the Request to [            ] in which case [      ] will notify the person who has made the Request. [       ] will deal with such Request in accordance with the Disclosure Legislation.

6. CONFIDENTIALITY

6.1 Each of the Parties agrees to keep strictly confidential, the terms of this Agreement and all Confidential Information relating to the other party.

6.2 Each of the Parties agrees:

6.2.1 not to use Confidential Information save as agreed in writing with the disclosing party;
6.2.2 to procure that all persons or entities, including employees, to whom they disclose the Confidential Information to (for the purpose only of the performance of the terms of this Agreement) keep it strictly confidential and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this paragraph 6; and
6.2.3 not to copy or reproduce any Confidential Information of the disclosing party without the prior written consent of such party.

6.3 The provisions of this paragraph 6 will not apply to information that:

6.3.1 has come into the public domain other than by breach of this clause or any other duty of confidence;
6.3.2 is obtained from a third party without breach of this paragraph 6 or any other duty of confidence; or
6.3.3 is required by law or regulatory authority to be disclosed.
7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 Each Party agrees not to make any claims to the other Party's Intellectual Property during the Term.

7.2 Any Intellectual Property jointly developed, will be jointly owned by [X] and Lancaster with a licence to each party to use such Intellectual Property FOC for the purposes of the Agreement for the Term of the Agreement.

7.3 In respect of the [Dual Degree] Programmes detailed in Schedule 3 Lancaster grants to [X] for the duration of this Agreement a non-exclusive royalty free licence to use specified teaching materials, as agreed by the parties and to be supplied by Lancaster, including the right to copy them for use by staff to issue them to students and to use them for other purposes incidental to the delivery of the [Dual Degree] Programmes, but not otherwise use, distribute or publish them to third parties without the express prior written consent of Lancaster.

7.4 Neither of the Parties will do, or authorise any third party to do, any act which may invalidate or be inconsistent with any Intellectual Property or which may prejudice the distinctiveness or goodwill therein and will not omit, or authorise any third party to omit, to do any act which would have that effect.

7.5 Each party will notify the other party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property.

7.6 Schedule 3 will specify the Programmes in each category.

8. **TERMINATION**

8.1 Provided that at least 12 (twelve) 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.

8.2 Either party may at any time by giving written notice to the other party, terminate this Agreement immediately if:

8.2.1 the other party commits a material breach of the provisions of this Agreement which is not remedied within 28 (twenty-eight) days of a request, or within any extension of this period that is granted, from the other requiring such remedy;

8.2.2 there is at any time any material change in the operations, management or structure of the other party which in the reasonable opinion of the other means that the party subject to such change is substantially impaired in the performance of its obligations under this Agreement;

8.2.3 at any time it is unlawful for the other party to perform any of its obligations under this Agreement;

8.2.4 the other 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;

8.2.5 where an application is made to a competent court for an order, an order is made, 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, for implementing a scheme or arrangement or for placing the other party under administration;
8.2.6 the other party fails to duly and punctually comply with any proper laws applying to it for the purposes of the rights and obligations specified in this Agreement;
8.2.7 the other party ceases or threatens to cease to carry on the operations customarily carried on by it;
8.2.8 the other party or an employee, agent or other person or body acting on behalf of the party gives, solicits, or accepts any bribe, whether cash or other inducement to any person or company, whether they are a public official, body or private person to induce improper conduct or personal advantage; or
8.2.9 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.

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

9. CONSEQUENCES OF TERMINATION

Paragraphs [ ] and [ ] of this [ ], paragraph [ ] of [ ] and paragraphs [ ] and [ ] of [ ] will survive termination or expiry of this agreement together with any other provision which is either expressed to or by implication is intended to survive termination.

10. DISPUTE RESOLUTION

10.1 Any dispute arising out of or in connection with this Agreement will be referred to the Partnership Management Group at Lancaster and the [INSERT ROLE/BODY at X] for discussion and resolution within 10 (ten) Working Days after the date on which it is referred.

10.2 If the dispute is not resolved within such 10 (ten) Working Day period referred to in Clause 6 of this Schedule 2 the dispute will be referred to Lancaster's Deputy Vice-Chancellor and [X]'s [please insert office-holder] who will attempt to resolve the dispute as soon as possible and, in any event, within 10 (ten) Working Days, after which either party may propose that structured negotiations are entered into with the assistance of a mediator (the "Mediator") prior to resorting to litigation.

10.3 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 (ten) Working Days after the date of the proposal to appoint a Mediator, or within 10 (ten) 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.

10.4 The Parties will within 10 (ten) 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.
10.5 If the Parties accept the Mediator’s recommendations or otherwise reach agreement for resolution of the dispute, such agreement will be recorded in writing and, once it is signed by a duly authorised representative of each party, will be final and binding on the Parties.

10.6 If the Parties fail to reach agreement in structured negotiations within 20 (twenty) 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 Paragraph 10 will have taken place.

10.7 Nothing contained in this Paragraph 10 will restrict either 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.

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

11. **NOTICES**

11.1 Every notice 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 Paragraph 0 (or such other address, fax number or person as the party may notify to the other, in accordance with the provisions of this Paragraph 0) and will be:

11.1.1 delivered personally; or
11.1.2 sent by fax; or
11.1.3 sent by pre-paid registered airmail.

11.2 The addresses for service of Notices are as follows.

11.2.1 If to Lancaster, addressed to the relevant party at:

   Lancaster University  
   Lancaster  
   LA1 4YW  
   United Kingdom  

   For the attention of: University Secretary

11.2.2 If to [ ], addressed to such parties at:

   [ ] etc

11.3 A Notice is deemed to have been received:

11.3.1 if delivered personally, at the time of delivery; or
11.3.2 in the case of fax, at the time of transmission; or
11.3.3 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 Paragraph 0 is not within business hours (meaning 9.00 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 Paragraph 0) addressed to both such parties.

12. **FORCE MAJEURE**

12.1 Neither party to this Agreement will be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure.

12.2 If either party is affected by Force Majeure it will promptly notify the other party of the nature and extent of the circumstances in question.

12.3 If the Force Majeure in question continues for more than three months, the party not seeking to rely upon the Force Majeure may give not less than 15 days' notice in writing to the other to terminate this Agreement.

12.4 For the purposes of this Paragraph 0 "Force Majeure" means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm but excluding strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or any other party).

13. **MISCELLANEOUS**

13.1 If any part or any provision of this Agreement is to any extent held to be invalid or unenforceable in law, that provision or part provision shall, to the extent required, be deemed deleted and the validly and enforceability of the other provisions of the Agreement shall not be affected.

13.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.3 The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision, which has an effect as close as possible to the provision or terms being replaced.
13.4 No failure to exercise, or delay in the exercise of, any right or remedy which either party may have under this Agreement or in connection with this Agreement will operate as a waiver, and nor will any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

13.5 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement will confer or purport to confer on any third party any benefit.

14. LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the laws of England and the Parties agree to submit to the exclusive jurisdiction of the English Courts [as regards any claim or matter arising under this Agreement without prejudice to the Parties’ right to enforce a judgement or order obtained from the English courts in any other jurisdiction].
SCHEDULE 3: PROGRAMMES

1. Programmes agreed at the effective date of the Agreement.

1.1 [Insert name of partner] Programmes validated by Lancaster for delivery at [insert name of partner] leading to [Single/Double/Dual/Joint Degrees of X and Y].

1.1.1 [Insert name of programme or group of programmes] See annex [n] for details of: programme structure and delivery arrangements, marketing and recruitment arrangements, entry requirements and admission procedures, registration procedures and financial arrangements, progression requirements, award criteria and degree awarding arrangements.

1.1.2 [Insert name of programme or group of programmes] See Annex [n] for details of: programme structure and delivery arrangements, marketing and recruitment arrangements, entry requirements and admission procedures, registration procedures and financial arrangements, progression requirements, award criteria and degree awarding arrangements.

1.2 LU Programmes to be delivered at [insert name of partner] leading to [Single/Double/Dual/Joint Degrees of X and Y].

1.2.1 [Insert name of programme or group of programmes] See annex [n] for details of: programme structure and delivery arrangements, marketing and recruitment arrangements, entry requirements and admission procedures, registration procedures and financial arrangements, progression requirements, award criteria and degree awarding arrangements.

1.2.2 [Insert name of programme or group of programmes] See annex [n] for details of: programme structure and delivery arrangements, marketing and recruitment arrangements, entry requirements and admission procedures, registration procedures and financial arrangements, progression requirements, award criteria and degree awarding arrangements.

1.3 Programmes delivered at [X] which articulate with Lancaster degree programmes delivered at Lancaster.

1.3.1 [Insert name of programme or group of programmes] See Annex [n] for details

1.3.2 [Insert name of programme or group of programmes] See Annex [n] for details

2. Additional programmes agreed between the parties will be listed in supplementary pages to this schedule.
SCHEDULE 4: GOVERNANCE, MANAGEMENT AND RECORD-KEEPING

1. Within Lancaster ultimate responsibility for the collaborative partnership governed by this Agreement will be located with the Senate and the committees and individuals to which it delegates authority.

2. Management of the Partnership at Lancaster will reside with a Partnership Management Group, chaired by the Pro-Vice-Chancellor International. The Partnership Management Group shall have responsibility for ensuring that the Programmes offered through the partnership are approved, delivered and managed in accordance with the terms of this Agreement.

3. Within [insert name of partner] [name of person or body in partner] will have ultimate responsibility for the collaborative partnership governed by this Agreement.

4. Management of the Partnership at [insert name of partner] will be the responsibility of [X] [who] [which] will have responsibility for ensuring that the Programmes offered through the partnership are delivered and managed in accordance with the terms of this Agreement.

5. Lancaster will appoint a senior academic who will be seconded to [insert name of partner] to work with and support senior [insert name of partner] staff in delivering and managing the partnership in accordance with the terms of this Agreement. The title and job description of this senior academic appointment will be agreed jointly between the Parties.

6. Operational responsibility for delivery of individual Programmes and contributory modules and operational responsibility for different aspects of the Partnership will agreed between the Parties.

7. The Partnership Management Group established by Lancaster will comprise Lancaster staff with appropriate knowledge and experience to oversee management of the partnership and, in particular:

7.1 to ensure that the partnership is reviewed at agreed intervals and that reports of such reviews are considered and any necessary action taken, including the submission, where necessary of any recommendations to appropriate University bodies and officers as required;

7.2 to discuss future developments and agree types of provision and levels, types and numbers of programmes and qualifications to be validated, making recommendations to appropriate University;

7.3 to ensure that appropriate organisational and management structures are in place, including staffing levels and the division of responsibilities between the Parties for different aspects of the Partnership including responsibility for delivery of individual Programmes and contributory modules and responsibility for invoicing and remittance of fees;

7.4 to make arrangements for effective channels of communication between the Parties;

7.5 to ensure that any changes thought desirable by either Party are discussed and, where relevant, agreed through appropriate procedures and properly recorded;
7.6 to ensure that in relation to the Programmes governed by this Agreement and requirements and that appropriate procedures and arrangements are in place:

7.6.1 to ensure that quality and standards are in line with LU standards and UK HE sector standards;

7.6.2 for Programme approval, modification and review;

7.6.3 to ensure that staff involved with the Programme delivery have appropriate experience, expertise and qualifications and are supported by appropriate staff development activities;

7.6.4 for oversee marketing strategies and activities, for recruitment and admissions and for agreeing and monitoring student recruitment numbers against targets;

7.6.5 to support teaching, learning and assessment relating to the delivery of Programmes;

7.6.6 to ensure that students registered on the Programmes receive an appropriate educational experience;

7.6.7 to agree academic regulations, quality assurance processes and operational procedures;

7.6.8 to transfer information needed to create and maintain student and financial records, including:

7.6.8.1 individual student records data from [X] to Lancaster to facilitate access to the Lancaster Library and to other facilities;

7.6.8.2 Dual Degree Programme outlines including constituent modules;

7.6.8.3 individual Dual Degree Programme staff records data from [X] to Lancaster to facilitate access to the Lancaster Library and other facilities and to the partnership SharePoint site for quality assurance purposes;

7.6.9 for the management of data and provision of required management information, including:

- recruitment numbers against targets
- total student numbers
- student progression and attainment
- finances.

8. The Chair of the Partnership Management Group shall ensure that [insert name of partner] staff are informed as to how they can bring business to the Partnership Management Group for consideration and attendance at meetings by [insert name of partner] staff will be agreed between the parties.

9. Each party must maintain for the minimum period prescribed by English law or [insert name of country] law whichever is the greater, and make available to the other Party on request, all information and records relating to any Students or prospective Students.
SCHEDULE 5: QUALITY ASSURANCE PROCEDURES FOR: VALIDATION OF PROVISION, TEACHING, LEARNING, AND ASSESSMENT, RESULTS AND AWARDS, APPEALS AND COMPLAINTS

1. For all validate Programmes under each type of provision, the parties will agree quality assurance procedures relating to delivery, teaching, learning and assessment, results and awards, appeals and complaints in accordance with the principles contained within Lancaster’s current Academic Regulations and Procedures (as amended from time to time) and/or any other procedures negotiated and agreed between the Parties. All quality assurance procedures will be consistent with the requirements of UK HE regulatory bodies [and, for Dual Degrees, with the requirements of the [X] regulatory bodies]. Agreed procedures will be set out in a Quality Assurance and Academic Procedures handbook and may, from time to time, be amended by mutual agreement. However, Lancaster retains final responsibility for all awards granted in its name, and as such also retains the right to require appropriate quality assurance arrangements so as to demonstrate academic equivalence between awards granted by Lancaster at [X] and awards granted at Lancaster and elsewhere in the UK HE sector.

2. All Programmes shall comply with Lancaster’s Equality Policies in force from time to time and Programme Validation Documents will reflect these requirements.

3. For each type of provision to be validated, the Parties will agree validation procedures for all Programmes in accordance with the principles contained within Lancaster’s current Academic Regulations and Procedures (as amended from time to time) and/or any other provisions negotiated and agreed in writing between the Parties. All validation procedures will be consistent with the requirements of UK HE regulatory bodies and, for Dual/Joint [delete as appropriate] Degrees, with the requirements of [name of country] regulatory bodies. Agreed procedures will be set out in the Partnership Quality Assurance Handbook.

4. Proposals for new types of provision or new or revised Programmes shall be discussed between relevant colleagues at Lancaster and SUNU and then submitted to the Partnership Management Group which will consider the proposals and decide, in principle, whether to agree. If the proposals are agreed in principle, they will be passed through the agreed Programme validation procedures for formal approval.

5. Once approved, Schedule 3 will be amended accordingly. For the avoidance of doubt, no amendment will be made to any Programmes validated by Lancaster and leading to a Lancaster award without the agreement of Lancaster and no such agreement will be granted where the proposed amendment would have an adverse effect on, or be inconsistent with, any obligations to existing Students or any Students who have accepted an offer to study on any Programme affected by the amendment.

6. If proposals for new types of provision or new or revised Programmes are not agreed the Chair of the Partnership Management Group will advise [X] in writing that the proposals have not been agreed.

7. If agreed, proposals for new provision or for revisions to existing Programmes shall be taken through the Programme approval process agreed between the Parties.

8. Lancaster may from time to time (acting reasonably) carry out a revalidation process on any of the Programmes.
9. Each Dual Degree Programme shall be reviewed in accordance with agreed procedures as set out in the Quality Assurance and Academic Procedures Handbook as follows:

9.1 annually through the Annual Teaching Review process at [X] and at Lancaster;
9.2 periodically at agreed intervals when the relevant Lancaster academic department undergoes a review under Lancaster’s periodic quality review process;
9.3 every five years as part of the Partnership Review Process.

10. [X] undertakes to appoint suitably qualified and sufficient staff for the delivery of each Dual Degree Programme and to ensure that all staff teaching on Dual Degree Programmes are appropriately inducted and supported and receive regular training and participate in staff development activities agreed between the Parties.

11. [X] undertakes to provide appropriate learning environment and appropriate learning resources, including Library and IT.

12. [X] undertakes to admit students to Dual Degree Programmes in accordance with the Entry Requirements agreed between the Parties and as set out in the relevant Programme Annex to Schedule 3 and in accordance with recruitment and admissions procedures agreed between the Parties.

13. [X] undertakes to provide appropriate support and guidance to all students registered on Dual Degree Programmes as agreed between the parties.

14. [X] undertakes to conduct assessment and examinations in accordance with procedures agreed between the parties and to submit to Lancaster in a timely fashion, as agreed between the Parties:

14.1 assessment tasks for scrutiny;
14.2 marked work for moderation.

15. Lancaster will appoint External Examiners for each Dual Degree programme in accordance with procedures agreed between the Parties and will oversee the participation of External Examiners in assessment and quality assurance processes.

16. Boards of Examiners for Dual Degree programmes, involving Lancaster staff and External Examiners, will be constituted and conducted in accordance with procedures agreed between the Parties.

17. Provisional results and recommendations from Boards of Examiners will be made available to Lancaster for ratification by the Committee of the Senate at Lancaster.

18. If, at any time, Lancaster determines, after proper investigation, that academic standards, or standards of delivery or content of any Programme(s) are not being met, then it will notify [partner] of the actions required to ensure that the Programme(s) in question comply with such standards and the timetable (which shall be reasonable in light of the actions required and the seriousness of the issues) within which Lancaster requires the actions to be taken. [X] will use all reasonable endeavours to ensure that all required actions are taken as soon as reasonably practicable and within the timescale specified by Lancaster.

19. Failure by [X] to comply with Clause 16 of this Schedule 3 within the appropriate timescale shall be deemed to be a Deficiency and the Agreement may be terminated by Lancaster in accordance with Schedule 2, Clause 8.2.1.
SCHEDULE 6: REVIEWS, APPEALS AND COMPLAINTS

1. All students registered on Dual Degree Programmes who fail to qualify to progress from one stage of a degree programme to the next or, having completed all the academic requirements of the Programme, fail to qualify for the award of the degree for which they were registered shall be subject to review and appeal procedures agreed between the Parties.

2. Students registered on Dual Degree programmes who, after all agreed review and appeal procedures have been completed, are excluded from the Dual Programme on the grounds of academic failure shall be entitled to a final right of appeal to the Vice-Chancellors of Lancaster and of [insert name of partner] under procedures to be agreed between the Parties.

3. In respect of other academic matters, students will be subject to the policies, regulations and procedures agreed between the Parties and brought to the attention of students by [X]. [X] will be responsible for dealing with all student complaints and issues of student discipline regarding students enrolled on the Dual Degree programmes in accordance with the relevant [X] policies and procedures as approved by Lancaster.

4. Review, appeal and complaints procedures will be agreed between the parties and set down in the Quality Assurance and Academic Procedures Handbook.
SCHEDULE 7: FINANCE

1. The Parties agree that Lancaster shall be entitled to an annual fee in respect of the Dual Degree Programmes validated by Lancaster calculated on the basis of student numbers registered as follows.

2. Undergraduate Dual Degree Programmes

2.1 [X] will set tuition fees for undergraduate Dual Degree Programmes in consultation with Lancaster and [X] will ensure that the tuition fee level meets the strategic interests of both Parties.

2.2 Prior to the commencement of each new cohort, [X] will inform Lancaster of the tuition fees payable by students on that cohort, together with the associated payment plan for the cohort. Any subsequent changes to the payment plan for the cohort must be agreed in advance with Lancaster.

2.3 [X]/Lancaster (delete as appropriate) shall be responsible for collecting tuition fees in respect of all Dual Degree Programmes and for implementing debt procedures in respect of unpaid tuition fees due.

2.4 The Parties agree that for the undergraduate Dual Degree Programmes designed by [X] and validated by Lancaster, and set out in Schedule 3 of this Agreement, the annual fee payable to Lancaster by [X] shall be [xxxxxxx].

2.5 [In respect of the bursaries and scholarships in Clause 2.4 of this Schedule 7, [X] will have discretion to make such awards up to a maximum value per annum of 10%, of the gross tuition fees payable by all students registered on all undergraduate Dual Degree Programmes.]

2.6 Within two months of the start date of each semester, [X] will notify Lancaster of the number of students registered on each cohort, the fee liability for each student [and the amount of any bursaries or scholarships for that semester] for students registered on every Dual Degree Programme validated by Lancaster [together with the names and addresses].

2.7 Within 2 (two) weeks following receipt of the information in Clause 2.6 of this Schedule 7, [Lancaster will issue an invoice to [X] in respect of Lancaster’s share of the tuition fees payable as set out in Clause 2.4 of this Schedule 7. The invoice will be in pounds sterling at the prevailing exchange rate.] Lancaster will issue invoices to the students registered on all Dual Degree Programmes.

2.8 [The fee payable to Lancaster shall be transferred in pounds sterling by electronic transfer into Lancaster's bank account within 14 (fourteen) days from the invoice date.]

2.9 Should [X] decide in its absolute discretion to refund tuition fees to a student who has withdrawn from a Dual Degree Programme within 30 (thirty) days of the start of the semester, Lancaster will reimburse its share of the fee [to [X]].
3. Postgraduate Dual Degree Programmes

3.1 Lancaster will set the fee for postgraduate Dual Degree Programmes set out in Schedule 3 of this Agreement in consultation with [X]. The Parties will ensure that the tuition fee level meets the strategic interests of both Parties.

3.2 Prior to the commencement of each new cohort, [X] will inform Lancaster of the payment plan associated with the fees determined at Clause 3.1 of this Schedule 7. Any subsequent changes to the payment plan for the cohort must be agreed in advance with Lancaster.

3.3 [X]/Lancaster (delete as appropriate) shall be responsible for collecting tuition fees in respect of all Dual Degree Programmes and for implementing debt procedures in respect of unpaid tuition fees due.

3.4 The Parties agree the division of tuition fee income payable for each of the Postgraduate Dual Degree Programme designed and validated by Lancaster, and set out in Schedule 3 of this Agreement, will be proportional to the contribution made to delivery of the Programme by each Party.

3.5 [X] will have discretion to award scholarships and bursaries, up to a maximum value per annum to equivalent to a %, to be agreed annually by the Parties, of the gross tuition fees payable by all students registered on all postgraduate Dual Degree Programmes, and the fees payable to the Lancaster by [X] shall be net of any deductions for scholarships or bursaries.

3.6 Within two months of the start date of each postgraduate Dual Degree Programme, [X] will notify Lancaster of the number of students registered on each cohort, the fee liability for each student and the amount of any bursaries or scholarships for that semester for students registered on every Dual Degree Programme validated by Lancaster.

3.7 Within 2 (two) weeks following receipt of the information in Clause 3.6 of this Schedule 7, Lancaster will issue an invoice to [X] in respect of Lancaster's share of the tuition fees payable for each Postgraduate Dual Degree Programme as set out in Schedule 3 of this Agreement. The invoice will be in pounds sterling at the prevailing exchange rate.

3.8 The annual fee payable to Lancaster shall be transferred in pounds sterling by electronic transfer into the University's bank account within 14 (fourteen) days from the invoice date.

3.9 Should [X] decide in its absolute discretion to refund tuition fees to a student who has withdrawn from a postgraduate Dual Degree Programme within 30 days of the start of the Programme, Lancaster will reimburse its share of the fee to [X].

4. All fees paid to Lancaster shall be after deducting any taxes (where applicable); Lancaster is responsible for to ensuring that the billings are consistent and equitable, and records shall be made available to the statutory authorities, if necessary.

5. Unless otherwise agreed, Lancaster and [X] will each be responsible for their own costs associated with the administration of this Agreement.
6. Unless otherwise agreed [X] will be solely responsible for all marketing costs associated with its performance of its obligations under this Agreement.

7. Each party shall be responsible for managing its own tax affairs and compliance.

8. Lancaster shall have the right itself or by its representatives to inspect the books and records of Sun-U to confirm compliance with this clause.

9. Failure to comply with these arrangements may be deemed a Deficiency and the agreement may be terminated by Lancaster in accordance with Schedule 2, Clause 8.2.1.
SCHEDULE 8: TARGET SETTING, MARKETING, RECRUITMENT AND ADMISSIONS

1. TARGET SETTING

1.1. The Parties agree that the target intake student numbers for each Programme (other than the GMBA to which special arrangements apply as agreed by the Parties and as set out in Annex [n] to Schedule 3 of this Agreement shall be:

<table>
<thead>
<tr>
<th>Year</th>
<th>2012/13</th>
<th>2013/14</th>
<th>2014/15</th>
<th>2015/16</th>
<th>2016/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme</td>
<td>(a)</td>
<td>(b)</td>
<td>(a)</td>
<td>(b)</td>
<td>(a)</td>
</tr>
<tr>
<td>(a) = Cohort 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) = Cohort 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2. Student numbers will be monitored against targets by the Partnership Management Group in consultation with [X] at [X].

1.3. Failure to achieve the aggregate target student numbers may be deemed a Deficiency and the Agreement may be terminated by Lancaster in accordance with Schedule 2, Clause 8.2.1.

2. MARKETING AND RECRUITMENT

2.1. Clauses 2.2 to 2.9 of this Schedule 8 will apply to all Programmes covered by this Agreement other than the GMBA to which special arrangements apply, as agreed by the Parties and as set out in Annex [n] to Schedule 3.

2.2. [X] will market the Dual Degree Programme(s) including:

2.2.1. implementing marketing campaigns; and

2.2.2. compiling and distributing all marketing materials.

2.3. [X] will at all times co-operate with Lancaster in the development of its marketing strategy and brand.

2.4. [X] will not publish or circulate any marketing materials in relation to the Programmes to any third party without Lancaster’s prior written approval and Lancaster will have the final decision in relation to all aspects of marketing.

2.5. Lancaster will be mindful of the regulatory framework in [country] relating to the marketing of degree programmes.

2.6. Lancaster grants [X] permission to connect its website at www.lancs.ac.uk and Lancaster agrees to incorporate links on its website to the [X] website.
2.7 The use of publicity materials and logos will be agreed by the Parties in writing in advance of their publication. The officer responsible at Lancaster will be the Director of Marketing and External Linkages. The officer responsible at [X] will be [______].

2.8 [X] will be responsible for recruiting students for the Programmes.

2.9 Lancaster will promote the Dual Degree Programmes at [X] through its international marketing strategy.

2.10 Any special arrangements relating to named programmes will be specified in Schedule 3.

3. ADMISSIONS

3.1 No student will be admitted to any Programme unless he satisfies the Entry Requirements for that Programme, as set out in the relevant Programme Annex to Schedule 3, and provides [X] with all the necessary documentation evidencing to [X]'s reasonable satisfaction compliance in full with such Entry Requirements. [X] will promptly provide Lancaster, at its requests, with copies of such documentation.

4.2 [X] will promptly provide Lancaster with full details of any Student applying for admission to a Programme who might reasonably satisfy the criteria for direct admission to Lancaster and who, in [X]'s reasonable judgement should apply for such direct admission.

4.3 Entry Requirements for each programme will be specified in Schedule 3.

5. CONTRACTS WITH STUDENTS

5.1 [X] agrees to ensure that all students who are admitted to a Programme enter into one contract with [X] and into a separate contract with Lancaster.

5.2 Lancaster will provide [X] with the Lancaster student contract forms and [X] will forward these to the Students upon admission to [X].

5.3 Upon receipt of these forms, Lancaster will dispatch to the Students all information Lancaster usually makes available to its international students.
SCHEDULE 9: PARTNERSHIP REVIEW PROCESS

1. The agreement will continue for the term of five years until [xx/xx 2017] (7 years from the agreement) unless otherwise terminated in accordance with its terms.

2. Unless otherwise terminated the parties will, by no later than 15 January 2015, initiate a process for review of the partnership which will be completed by no later than 15 January 2016 when a decision will be taken as to whether the partnership should be continued for another term and a new agreement made.

3. The parties will agree the basis for the review which will include the following.

   3.1 Achievement of the action plans attached at annex [n].
   3.2 Achievement of recruitment targets.
   3.3 Compliance with the quality assurance procedures agreed between the parties.
   3.4 Maintenance of academic standards and the quality of educational provision offered to students registered on the dual degree programmes offered under the partnership agreement.
   3.5 Arrangements for staff support and development relating to the quality of programme design and delivery and learning, teaching and assessment activities.
SCHEDULE 10: STAFF DEVELOPMENT

1. The parties agree to develop a programme of development activities for academic and non-academic staff teaching on dual degree programmes.

2. Staff development programme

2.1 The parties agree the following scheme to support academic staff of [X] who teach on the Dual Degree Programmes, to undertake staff development activities in conjunction with Lancaster University.

2.2 [X] staff involved with the Dual Degree Programmes will each have one opportunity to spend up to one week at Lancaster undertaking a programme of activities.

2.3 [X] will be responsible for paying transport costs to Lancaster and Lancaster will pay the UK onshore costs for the duration of the programme at Lancaster.

2.4 Named individuals at Lancaster and at [X] will be responsible for coordinating all arrangements made under this agreement.

2.5 The scheme will be reviewed by both institutions after three years and thereafter as part of the regular partnership review arrangements.

3. Support for academic staff of [X] to undertake PhD degrees as students of Lancaster University

3.1 The Parties agree the following scheme to support academic staff of [X] to undertake PhD degrees as students of Lancaster. The award of PhD will be made solely by Lancaster and not as part of a Dual Degree arrangement and all arrangements for admission, supervision, progress monitoring, examination and award will therefore be the sole responsibility of Lancaster.

3.2 Lancaster will apply a 50% reduction in its standard PhD fee charges for overseas students. The fees will be paid by [X] at the normal times and will normally be drawn from the funds set aside at Lancaster for the purpose of [X] staff development.

3.3 Students will normally spend up to a year of their study full-time at Lancaster and the remainder of their enrolment in [X] ‘studying away’ and then writing up. The timing of the period(s) of study at Lancaster will be determined on a case by case basis by the admitting department at Lancaster in discussion with the student.

3.4 Applications will be subject to Lancaster’s normal criteria, including the availability of a Lancaster supervisor, and will follow Lancaster’s standard application procedure. The application process will be co-ordinated by the International Office at Lancaster.

3.5 Students shall be subject to Lancaster’s academic regulations and university rules, including those that relate to length of study, progress monitoring, appointment of examiners, the format of the thesis, method of examination, and review and appeal. The thesis and examination will be in English. The viva voce examination will take place in [X], or by video conference.
3.6 Subject to Lancaster’s standard procedures, all students will be supervised by a member of Lancaster academic staff, who will be the primary supervisor. The nature and frequency of support by the Lancaster supervisor when students are ‘studying away’ will be agreed between the two institutions. By agreement, there may also be a locally based supervisor.

3.7 [X] will provide students with appropriate access to facilities as can be reasonably expected, including, but not limited to, IT services, technical equipment, library facilities, and other student support services.

3.8 In the event that the partnership Agreement between the Lancaster and [X] is terminated, both Parties will ensure that candidates already registered under the terms of this agreement will be able to complete their candidature under the same terms applicable when they enrolled.

3.9 The scheme will be reviewed by both institutions after three years and thereafter as part of the regular partnership review arrangements.
SCHEDULE 11: WARRANTIES AND INDEMNITIES

1. WARRANTIES

1.1 Each party represents and warrants to the other that:

1.1.1 it has full power and authority to carry out the actions contemplated under this Agreement;
1.1.2 it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or authorities in the United Kingdom, [ ] and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes; and
1.1.3 it is not at the Effective Date a party to any agreement, arrangement or understanding with any third party that in any manner prevents it from performing any material obligation under the terms of this Agreement.

1.2 Each party agrees to comply with applicable data protection laws and principles in carrying out the matters contemplated by this Agreement.

1.3 The parties warrant to each other that they will perform their obligations under this Agreement to such high standards of quality as it is reasonable for each other to expect.

1.4 The parties warrant to each other that the premises, accommodation and equipment utilised in relation to this Agreement satisfy and will continue to satisfy all local legal requirements, including those relating to health and safety and equal opportunities.

2. INDEMNITIES

2.1 Each party ("Indemnifying Party") agrees to indemnify and keep indemnified the other party and in each case their representative subsidiaries, affiliates, officers, directors, employees and agents ("Claiming Party") from and against any liability (including costs, claims, demands, liabilities, expenses, damages, losses, reasonable legal and other professional costs and expenses) brought against the Claiming Party if and to the extent that such liability arises out of, or in connection with, the Indemnifying Party's negligence or breach of this Agreement or applicable law.

2.2 If any third party makes a claim against, or notifies an intention to make a claim against a Claiming Party which may reasonably be considered as likely to give rise to a liability under this indemnity (a "Relevant Claim"), the Claiming Party will:

2.2.1 as soon as reasonably practicable give written notice to the Indemnifying Party, specifying in reasonable detail the nature of the relevant claim;
2.2.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably conditioned, withheld or delayed);
2.2.3 give the Indemnifying Party and its professional advisers reasonable access to the premises and personnel of the Claiming Party and to any relevant assets, accounts, documents and records within the power or control of the indemnified party so as to enable the Indemnifying Party and its professional advisers to examine such things and to take copies at their own expense for the purpose of assessing the merits of the relevant claim; and
2.2.4 subject to the Indemnifying Party indemnifying the Claiming Party to the Claiming Party's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred, take such action as the Indemnifying Party may reasonably request to avoid, dispute, resist, compromise or defend the relevant claim.

2.3 If a payment due from the Indemnifying Party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Claiming Party will be entitled to receive from the Indemnifying Party such amounts as will ensure that the net receipt, after tax, to the Claiming Party in respect of the payment is the same as it would have been were the payment not subject to tax.

2.4 The aggregate liability of either party in connection with all claims (the "Claims") brought against it by any Claiming Party in connection with any indemnity granted pursuant to this Paragraph 2 will not exceed £[ ].

2.5 Notwithstanding the foregoing, in the event that either party is entitled to bring a claim under any policy of insurance in respect of the circumstances giving rise to any Claim, such party will be required to bring that claim and pursue it with reasonable diligence. Where the proceeds received by the relevant party in respect of such insurance claim (the "Insurance Proceeds") exceed the amount which a Claiming Party would otherwise be entitled to recover in respect of a Claim pursuant to this Paragraph 2.5, the Indemnifying Party's total liability in respect of such Claim will be limited to an amount equal to the Insurance Proceeds.

2.6 Subject to Paragraph 2.1 [ ] will not be liable for any economic loss including (but without limitation) loss of profits, business, goodwill, reputation, revenue or business opportunity whether direct or indirect and whether arising out of or in connection with any breach of this Agreement or any negligence or other breach of any statutory or other duty.