



QAA QE-TNE Scheme Kitemark Terms and Conditions of Use

Part 1: Introduction

1 The strength of the quality of UK TNE is demonstrated through independent evaluation by the Quality Assurance Agency for Higher Education (QAA). This evaluation maintains and helps to extend the established reputation of the UK's approach to quality assurance and quality enhancement, retaining and building international trust in UK TNE.

2 The defined terms used in these terms and conditions are explained in the [QAA QE-TNE Scheme Terms and Conditions](#).

3 To this end, we license the QAA QE-TNE Scheme Kitemark, as defined below, for use as a QE-TNE Scheme Kitemark by eligible QAA QE-TNE Scheme participants, in order to demonstrate to the public that an institution and its TNE partners are committed to enhancement of their TNE provision through their participation in the QAA QE-TNE Scheme.

4 The QAA QE-TNE Scheme Kitemark is a trademark registered in the UK. This document sets out the terms and conditions under which the Quality Assurance Agency for Higher Education licenses its trademark for use by eligible QAA QE-TNE Scheme participants as the QAA QE-TNE Scheme Kitemark.

5 The QAA QE-TNE Scheme Kitemark can only be used by QAA QE-TNE Scheme participants and their TNE partners, under licence and according to the criteria listed in these terms and conditions. These terms and conditions form an agreement between each eligible QAA QE-TNE Scheme participant and QAA, entered into in consideration of QAA granting the licence and the eligible QAA QE-TNE Scheme participant undertaking to comply with these terms and conditions. In any event, you will be bound by all the obligations applicable to an eligible QAA QE-TNE Scheme participant under these terms and conditions if you make any use of the QAA QE-TNE Scheme Kitemark.

Part 2: Terms and conditions of the licence

Conditions of use

6 The QAA QE-TNE Scheme Kitemark is the property of QAA. Use of the QAA QE-TNE Scheme Kitemark is subject to written permission by QAA and is not covered by the terms of the licence. If the QAA QE-TNE Scheme Kitemark is reproduced or otherwise used by any person without such permission, QAA may seek to enforce its rights over its property through legal action.

7 At the point at which the graphic files for the QAA QE-TNE Scheme Kitemark are supplied, QAA will grant you a non-exclusive licence to use the QAA QE-TNE Scheme Kitemark (the licence). The licence shall remain in force from the date of the despatch of the graphic files whilst you remain an eligible QAA QE-TNE Scheme participant or until such licence is withdrawn by QAA in accordance with these terms and conditions, whichever is the earlier. You shall not use the QAA logo separately or apart from the QAA QE-TNE Scheme Kitemark.

8 Any goodwill derived from your use of the QAA QE-TNE Scheme Kitemark shall accrue to and vest absolutely and exclusively in QAA. To the extent that such goodwill does not so vest, you will hold it in trust to us. We may, at any time, call for a confirmatory assignment of that goodwill and you shall promptly execute an appropriate assignment.

9 QAA reserves the right to alter these terms and conditions at any time. Changes to the QAA QE-TNE Scheme Kitemark terms and conditions will be confirmed to you in writing. In the event that you do not wish to continue use of the QAA QE-TNE Scheme Kitemark following a change of these terms and conditions, you may terminate the licence by giving notice in writing to us and complying with the terms of clause 28. Termination is immediate upon receipt by QAA of the written notice. The current terms and conditions of the [QAA QE-TNE Scheme Kitemark](#) can always be found on the QAA website.

Qualifying criteria

10 Only eligible QAA QE-TNE Scheme participants who have been granted permission by QAA, and their TNE partners, are permitted to use and display the QAA QE-TNE Scheme Kitemark.

11 When two or more eligible QAA QE-TNE Scheme participants merge, QAA will confirm the newly merged provider's eligibility to use the QAA QE-TNE Scheme Kitemark in writing. If one or more of the QAA QE-TNE Scheme participants merging is not eligible to use the QAA QE-TNE Scheme Kitemark, the licence may be terminated with immediate effect of QAA's decision that the new provider is ineligible (see clause 25).

12 When an eligible QAA QE-TNE Scheme participant splits into two separate entities, QAA will confirm each provider's eligibility to use the QAA QE-TNE Scheme Kitemark in writing. If one or both providers are no longer eligible to use the QAA QE-TNE Scheme Kitemark, the licence may be terminated with immediate effect (see clause 25).

Issue and use of the QAA QE-TNE Scheme Kitemark

13 We strongly recommend that you use the QAA QE-TNE Scheme Kitemark whilst you are a participant of the Scheme; should you do so, you must comply with these terms and conditions and with the specifications set out in Annex 1.

14 We will issue these terms and conditions along with graphic files (in three formats: EPS, JPEG and PNG - see Annex 1) of the QAA QE-TNE Scheme Kitemark on payment of the Scheme fees.

15 You may use the QAA QE-TNE Scheme Kitemark on all forms of communication related directly to you and your TNE partners, subject to these terms and conditions. The QAA QE-TNE Scheme Kitemark may also be used at, or in communications relating to, any campuses that are an integral part of your institution. You must take full responsibility for ensuring that the QAA QE-TNE Scheme Kitemark is used correctly. From time to time we may request that you provide us with copies of such communications, which you shall promptly provide to us for review.

16 Use of the QAA QE-TNE Scheme Kitemark in communications by you must be limited in such a way as to allow you to withdraw such communications with immediate effect in the event that this licence is revoked by QAA.

17 It is a condition of this licence that where the QAA QE-TNE Scheme Kitemark is used by a TNE partner of a QAA QE-TNE Scheme participant, your TNE partner must specify the collaboration through which they are in receipt of the QE-TNE Scheme Kitemark. The TNE partner should display the following statement below the Kitemark:

- Committed to quality with [insert name of QE-TNE Scheme participant].

18 Your right to use the QAA QE-TNE Scheme Kitemark under this licence may not be sub-licensed. The QAA QE-TNE Scheme Kitemark may not be used by any of your TNE partners unless they agree to be bound by these terms and conditions. You shall be responsible for ensuring that such partners comply with these terms and conditions.

Misuse of the QAA QE-TNE Scheme Kitemark

19 You must use the QAA QE-TNE Scheme Kitemark only in relation to your eligible QE-TNE Scheme participant status and according to the terms and conditions of this licence, and not in any way that will lead the public to believe that QAA endorses you or parts of your operation for any aspect that is not directly related to the QAA QE-TNE Scheme.

20 You hereby undertake that you shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the QAA QE-TNE Scheme Kitemark, or the reputation or goodwill associated with the QAA QE-TNE Scheme Kitemark or QAA, or that may invalidate or jeopardise any registration of the QAA QE-TNE Scheme Kitemark.

21 You shall not apply for, or obtain, registration of the QAA QE-TNE Scheme Kitemark for any goods or services in any country.

22 You shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, the QAA QE-TNE Scheme Kitemark.

23 We protect our intellectual property and undertake regular and frequent monitoring of the use of our logos, trademarks and copyrighted materials. QAA QE-TNE Scheme

participants or third parties who are found to be using the QAA logo or QAA QE-TNE Scheme Kitemark without a licence may be asked in writing to remove all references to these within seven days of the written request or face legal action.

24 You should immediately notify QAA providing full details of any threatened or actual third-party infringement or abuse of the QAA QE-TNE Scheme Kitemark, including by another QAA QE-TNE Scheme participant, which comes to your attention.

Grant, suspension and withdrawal of the licence

25 We may, at our discretion, withdraw this licence with immediate effect in the event that:

- a your institution is no longer eligible to be a QAA QE-TNE Scheme participant
- b your institution is closed or amalgamated with another institution
- c your institution changes its name
- d we are required to do so for our own operational reasons at any time
- e we consider that factors or information exist such that your continued use of the QAA QE-TNE Scheme Kitemark causes, or may cause, in QAA's opinion, confusion or concern in the public domain
- f your TNE partner(s) misuses the QAA QE-TNE Scheme Kitemark.

26 We may also withdraw this licence if the QAA QE-TNE Scheme Kitemark is used in any way which, in our opinion, adversely affects QAA or QAA's reputation, or if its use is in breach of these terms and conditions. In the event that such a breach is capable of remedy and a delay in withdrawing this licence will not prejudice our position, we may give you the opportunity to remedy such misuse within 30 days of us notifying you of the breach. If the breach cannot be remedied or you fail to remedy the breach within the 30 days, we reserve the right to withdraw this licence with immediate effect.

27 We may suspend your licence if a matter of concern which, in QAA's opinion, is so serious and credible as to adversely affect its reputation if the QAA QE-TNE Scheme Kitemark continued to be used on your communications. In these circumstances, the decision to suspend this licence rests solely with QAA and such a decision is final. The suspension will remain in place until QAA is satisfied that the concern is no longer deemed to adversely affect its reputation.

28 We will notify you in writing within seven days of a decision to suspend or withdraw this licence. On withdrawal or suspension of this licence, you must:

- a cease all use of the QAA QE-TNE Scheme Kitemark
- b remove the QAA QE-TNE Scheme Kitemark from all of your communications
- c withdraw those of your communications featuring the QAA QE-TNE Scheme Kitemark from circulation, within seven days of notification of withdrawal or suspension of this licence, and
- d ensure that any of your partners using the QAA QE-TNE Scheme Kitemark, pursuant to clause 5, comply with clauses 13 to 18 of the terms and conditions.

29 If you, or your TNE partners, fail to remove the QAA QE-TNE Scheme Kitemark within seven days of the date of a formal letter withdrawing or suspending this licence, we reserve the right to take the following action:

- a we will formally write to you again, reminding you that this licence has been withdrawn and requiring that the QAA QE-TNE Scheme Kitemark is removed within seven days from the date of this second letter, and

- b if the QAA QE-TNE Scheme Kitemark has not been removed within this further seven-day period, we reserve the right to refer the matter to our legal representatives for advice and possible legal action, including obtaining injunctive relief to prevent you from using the QAA QE-TNE Scheme Kitemark.

30 The provisions of clauses 6 and 7 are without prejudice to our rights to enforce our intellectual property rights or rights arising under this licence without first taking the steps referred to in clauses 6 and 7 if in our opinion such action is necessary or desirable.

Liability

31 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these terms and conditions. Accordingly, we shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these terms and conditions.

32 To the fullest extent permitted by law, we shall not be liable to you for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your use of the rights or any termination of the rights granted to you under, or otherwise in connection with, these terms and conditions. You therefore also agree that we have no liability for the contents of your communications channels or any legal consequences arising from them or from your use of the QAA QE-TNE Scheme Kitemark on them. You should therefore satisfy yourself that your communications fulfil all of their intended purposes, including legal purposes.

33 You shall indemnify us against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred arising out of, or in connection with, your exercise of your rights granted under this licence or any breach by you of these terms and conditions.

34 Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence, or for fraud.

Information not covered by this licence

35 If you wish to use any of QAA's logos or information outside of the scope of this licence, you must both request from QAA and be granted by QAA a separate licence for such additional use.

36 Any use of QAA copyright material, graphics and logos is covered by our [Copyright Policy](#), which is available on our website.

37 Requests for use of any QAA copyright material, graphics and logos should be made in writing to: Facilities@qaa.ac.uk.

Miscellaneous

38 Variation of these terms and conditions by you shall be effective unless it is in writing and signed by us.

39 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) other than provisions relating to the permitted use and the specifications in these terms and conditions is invalid, illegal or unenforceable, that

provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected.

40 No person other than a party to these terms and conditions shall have any rights to enforce any term of it.

41 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for, or on behalf of, the other party.

42 Any notice required to be given under these terms and conditions shall be in writing and shall be delivered personally, or sent by pre-paid, first-class post or recorded delivery, or by commercial courier, or by email, to each party required to receive the notice at its registered address, or as otherwise specified by the relevant party by notice in writing to each party. Notices by email to QAA must be sent to: Facilities@qaa.ac.uk.

43 Any notice shall be deemed to have been duly received:

- a if delivered personally, when left at the registered office of the receiving party
- b if sent by pre-paid, first-class post or recorded delivery to the registered office of the receiving party, at 0900hrs GMT on the second business day after posting
- c if delivered by commercial courier to the registered office of the receiving party, on the date and at the time that the courier's delivery receipt is signed, or
- d if sent by email to Facilities@qaa.ac.uk, if received during normal business hours (0900hrs-1700hrs GMT), and if received outside normal business hours, at 0900hrs GMT on the next business day.

However, these provisions shall not apply to the service of any proceedings or other documents in any legal action.

44 These terms and conditions and any dispute or claim arising out of, or in connection with, them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the parties hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear such disputes or claims.

Annex 1: Specifications for using the QAA QE-TNE Scheme Kitemark

Format

The QAA QE-TNE Scheme has two Kitemark designs - one Scheme participants and one for Scheme partners. We will supply QAA QE-TNE Scheme participants who meet the criteria for using the QAA QE-TNE Scheme Kitemark with complete graphic files, in EPS, JPEG and PNG format.

QE-TNE Scheme participants will be responsible for distributing the Scheme Partner Kitemark to their eligible TNE partners and for ensuring that partners follow the terms and conditions of use.

It is a condition of this licence that where the QAA QE-TNE Scheme Kitemark is used by a TNE partner of a QAA QE-TNE Scheme participant, the TNE partner must use the 'Scheme Partner' Kitemark and specify the collaboration through which they are in receipt of the QE-TNE Scheme Kitemark.

Size, colour and placing

The proportion and relative position of the parts that make up the QAA QE-TNE Scheme Kitemark must not be modified or altered in any way. The Kitemark should not be used smaller than the minimum size of 50mm width (189px).

The QAA QE-TNE Scheme Kitemark must always appear as supplied, in its original colours. The Kitemark should always appear on a white or light background, never on a strong background colour, and not be reversed (to be 'whited out'). Other colours cannot be substituted in place of the corporate colours. Deviation from this approach may be permitted in special circumstances but only with the explicit prior approval of QAA.

Always allow the QAA QE-TNE Scheme Kitemark as much space as possible to enable it to appear prominently without interference from other text or graphic material. The position of the Kitemark should be no less than 10 mm from the edge of a page, and a minimum of 10 mm from any other text and graphics.

Accessibility and 'Alternative text'

To enhance accessibility, where the QAA QE-TNE Scheme Kitemark is used on participant/partner websites we advise that the following 'Alternative text' is used: QAA QE-TNE Scheme Kitemark.

Hyperlinks

It is a condition of this licence that where the QAA QE-TNE Scheme Kitemark is used on a website, there must also be a hyperlink directly to the QAA QE-TNE Scheme page on the QAA website: <https://www.qaa.ac.uk/international/transnational-education/quality-evaluation-and-enhancement-of-uk-tne>.

The QAA QE-TNE Scheme Kitemarks

‘Scheme Participant’ Kitemark - for use by eligible Scheme participants



Recommended format

- Website/digital: PNG or JPEG
- Printed material: EPS

Minimum size

- 50mm width (189px)

‘Scheme Partner’ Kitemark - for use by TNE partners of eligible Scheme participants



Recommended format

- Website/digital: PNG or JPEG
- Printed material: EPS

Minimum size

- 50mm width (189px)

Accompanying statement

TNE partners should display the following statement below the Kitemark:

- Committed to quality with [insert name of QE-TNE Scheme participant].

Note: Ownership of the QAA QE-TNE Scheme Kitemark, the artwork, electronic files and all reproductions of it remain the copyright and property of QAA.

Annex 2: Further information

- [QAA QE-TNE Handbook](#)
- [QAA Copyright Policy](#)

Contact us

For help and advice on using the QAA QE-TNE Scheme Kitemark, please contact the QAA Facilities Team:

Telephone: 01452 557000

Email: Facilities@qaa.ac.uk

First published - 17 May 2021
Updated - 17 June 2021

© The Quality Assurance Agency for Higher Education 2021
Registered charity numbers 1062746 and SC037786
www.qaa.ac.uk