



Terms and Conditions for International Quality Accreditation

Definitions

The following terms shall have the following meanings:

'Accreditation': formal recognition by QAA further to IQA that an Institution meets the quality standards of the ESG, entitling the Accredited Institution to make use of the QAA Accreditation Mark.

'Accredited Institution': An Institution upon which QAA has conferred Accreditation.

'Action Plan': the plan drawn up by the Institution in agreement with QAA to address any recommendations arising from the IQA.

'Application Form': QAA's IQA application form and all supporting documentation as detailed therein.

'Brand Guidelines': Guidelines provided by QAA on the acceptable use and presentation of the QAA Accreditation Mark, as amended by QAA from time to time, which shall be binding upon Accredited Institutions.

'Confidential Information': all information concerning or relating to either Party that is disclosed by one Party to the other or which either Party is exposed to or becomes aware of during the course of the IQA. Confidential information includes but is not limited to information contained in reports, records and any other documents created in the course of the performance of the engagement, including manuscript and electronic communications, hypotheses, methodologies, usernames, passwords, results and forecasts.

'Data Controller': a Party that determines the purpose and means of Personal Data processing, alone or jointly with another Party.

'Data Protection Legislation': the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

'Eligibility Criteria': the criteria listed in the **IQA Guidance**, which any Institution must meet in order to progress from the Application Stage to the Scoping Stage.

'ESG': the Standards and Guidelines for Quality Assurance in the European Higher Education Area published by the European Association for Quality Assurance in Higher Education, and all associated procedures and any replacement thereof.

'IQA': any Stage or Stages of the International Quality Accreditation method operated by QAA, and all associated procedures and any replacement thereof.

'IQA Guidance': QAA-published guidance entitled: *International Quality Accreditation: Guidance* as amended from time to time, or any guidance replacing it.

'Licence': a non-exclusive licence granted by QAA to the Institution for the use of the QAA Accreditation Mark, comprising these Terms and Conditions and any Brand Guidelines provided to an Accredited Institution by QAA from time to time.

'Mid-Cycle Review': a mandatory, interim desk-based review to take place at the mid-point of the period of accreditation.

'Negative Outcome': a judgement that the Institution *'does not meet all the standards for IQA' at the Review Stage and 'is not making satisfactory progress since the last successful review' at the Mid Cycle Review stage.*

'Partial Review': A follow-up review in the case of an unsatisfactory judgement that is limited in scope to the areas identified as not meeting the Standards in the original review, or to a material change in circumstances.

'Party' or 'Parties': QAA and/or the Institution.

'Personal Data': any information that relates to an identified or identifiable living individual.

'Personal Data Breach': a breach of security or procedure leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

'Positive Outcome': a judgement that the Institution *'meets all the standards for IQA' at the Review Stage and 'is making satisfactory progress since the last successful review' at the Mid Cycle Review stage.*

'QAA': The Quality Assurance Agency for Higher Education, a company limited by guarantee registered in England and Wales number 3344784, registered charity numbers 1062746 and SC037786.

'QAA International Quality Accreditation Mark': the QAA-owned graphic that Accredited Institutions are permitted to use under Licence.

'QAA Officer': the QAA member of staff nominated by QAA to be the main point of contact with the Institution undergoing IQA.

'QAA Trademarks': the marks registered by QAA with the Intellectual Property Office and/or the European Intellectual Property Office.

'Review Report': the report produced by the Review Team following the Review Visit.

'Review Team': the team selected by QAA to undertake the Review Visit.

'Review Visit': the visit to the Institution that takes place as part of Stage 3 of the IQA.

'Scoping Stage': a stage of the IQA process to determine the institution's readiness to progress to the review stage.

'Scoping Report': the report produced by the Scoping Team following the Scoping Visit.

'Scoping Team': two QAA quality experts who are trained to undertake scoping work.

'Scoping Visit': the online visit by the Scoping Team to the Institution for the purpose of assessing the Institution's suitability for IQA.

'Stage' or 'Stages': any stage, or combination of stages of IQA, as defined in these Terms.

'Terms and Conditions': shall mean these QAA Terms and Conditions of International Quality Accreditation.

International Quality Accreditation

1 These Terms and Conditions govern the relationship between QAA and higher education institutions undergoing IQA, and apply to the exclusion of any other terms, conditions or agreements in respect of the IQA.

2 IQA does not confer any legal or regulatory status upon an Institution. Accreditation constitutes recognition by QAA that an Institution meets the standards of IQA, in accordance with the ESG. Accreditation must be appropriately represented in line with the provisions of these Terms and Conditions at all times.

3 The Institution will provide such information as may be required by QAA to enable QAA to undertake IQA.

4 All Stages of IQA will be conducted in English, in accordance with the provisions of the IQA Guidance. The Institution is solely responsible for ensuring that all submitted materials are translated into English and to provide simultaneous translation services during meetings if required.

Stages of review

5 IQA takes place in four stages:

- Stage 1: Application Stage
- Stage 2: Scoping Stage
- Stage 3: Review and Accreditation Stage
- Stage 4: Mid-Cycle Review.

6 Together, the Stages, or any combination of them, make up the IQA.

7 Each Stage will be distinct and separate from the others. Where it is found to be eligible to proceed, the Institution shall have the right to decline to proceed to a subsequent Stage.

Stage 1: Application

8 IQA is open to non-UK providers of higher education that can evidence that they meet the Eligibility Criteria. Applications for IQA must be made using QAA's Application Form, of which these Terms and Conditions form part. Submission of the Application Form confirms the Institution's **acceptance** of these Terms and Conditions. Completed Application Forms will be screened by QAA to establish whether the Institution meets the Eligibility Criteria and can progress to Stage 2. The decision of QAA regarding the Institution's eligibility is final.

9 Where QAA judges that an Institution is not eligible for IQA, the Institution may reapply for Stage 1 if its circumstances change and it is subsequently able to meet the Eligibility Criteria, provided that the Institution's application is appropriately updated, and the Stage 1 Fee is paid again in full.

Stage 2: Scoping

10 The length of the Scoping Stage, composition of the Scoping Team and length of the Scoping Visit will be determined by QAA, based on the size of the Institution and its education provision.

11 The Scoping Stage will culminate in a Scoping Report to the Institution which includes QAA's recommendation on the Institution's suitability to undertake the Review Stage (Third

Stage) and points for the Institution to consider before progressing.

12 Successful completion of Stage 2 does not guarantee a successful outcome at Stage 3.

Stage 3: Review and Accreditation

13 The length of the Review Stage, composition of the Review Team and length of the Review Visit will be determined by QAA, based on the size of the Institution and its education provision.

14 Stage 3 will culminate in a recommendation from the Review Team to QAA regarding whether the Institution meets the standards of IQA.

15 The decision to award Accreditation will be made at the sole discretion of QAA.

16 Only Institutions that have met all standards for IQA in the Review will be eligible for Accreditation. Where the Institution is deemed to meet all standards for IQA, subject to meeting specific conditions within a maximum of 12 months, the decision to award Accreditation will be deferred until the satisfactory completion of the actions in the Institution's Action Plan and will be at the sole discretion of QAA.

17 If the Institution is deemed by QAA to be eligible, the Institution will have the right to use the QAA International Quality Accreditation Mark in accordance with the provisions of the Licence.

18 The award of the QAA International Quality Accreditation Mark culminates in the publication by QAA of a report containing the overall outcome and key findings of the IQA.

19 QAA shall publish the list of accredited international providers on its website.

Stage 4: Mid-Cycle Review

20 Accredited Institutions must complete a successful Stage 4 Mid-Cycle Review in order to retain Accreditation for the maximum, five-year period. The exact timing of the Mid-Cycle Review will be agreed between the Institution and QAA, but it must be completed before the end of the period of three years from the date of Accreditation.

21 If the Institution does not, for any reason, undergo Stage 4, Accreditation will automatically lapse at the end of the period of three years from the confirmation of eligibility, and the Institution's Licence to use the QAA International Quality Accreditation Mark shall be automatically terminated. The Institution undertakes not to use the QAA International Quality Accreditation Mark, or to continue to hold itself out as an accredited institution after the termination of Accreditation and shall indemnify QAA for any loss or damage sustained as a result of any unauthorised or unlicensed use of the QAA International Quality Accreditation Mark.

22 The continuation of Accreditation for the maximum, five-year period will be subject to the Institution attaining a Positive Outcome in the Mid-Cycle Review. Where an Institution receives a Positive Outcome in a Stage 4 Mid-Cycle Review, QAA shall extend the Institution's Accreditation validity to the maximum five-year period.

23 Where the Institution does not receive a Positive Outcome or where the Institution's circumstances are deemed to have changed to the extent that it is not possible for QAA to determine that the IQA standards continue to be met, QAA shall have the right to withdraw or revoke Accreditation with immediate effect.

Action Plan

24 The Institution shall prepare an Action Plan addressing all recommendations from the Review outcome and shall submit this to QAA within six weeks from the date of the Review outcome, or within four weeks in the case of a Negative Outcome where the judgement is that the institution 'does not meet the Standards'.

25 Where the Review outcome is conditional upon satisfactory completion of an Action Plan, QAA will monitor the Institution's progress, and the Institution shall have 12 months from the end of the relevant Stage to complete and evidence progress against all actions set out in the Action Plan.

26 Where the Action Plan is signed off by QAA within 12 months, the Institution shall be eligible to proceed to the next applicable Stage.

27 Where the Action Plan is **not** signed off by QAA within 12 months, the Institution shall not be eligible to proceed, and IQA shall terminate. If the Institution seeks to re-engage with IQA after the 12-month Action Plan period, the Institution shall be required to complete all of the preceding Stages again.

Partial Review

28 Institutions are entitled to request a Partial Review should the Review Stage result in a judgment that "does not meet the Standards" or unsatisfactory progress in the case of the Mid-Cycle Review. A Partial Review provides an opportunity to demonstrate how the areas of concern identified by QAA have been successfully resolved through actions taken. The original report will be updated to reflect the findings of the Partial Review. The institution will be responsible for any additional costs incurred during a Partial Review. Timings and costs will be considered on a case-by-case basis in light of the issues identified.

Fees

Invoices

29 QAA will raise an invoice to the Institution in advance of each stage of Stages 1 to 4 of IQA in respect of the Fee payable for that Stage. Payment of the invoice will be due within 30 days of the date of the invoice. Invoices will be raised and payable in pounds sterling (GBP).

30 QAA shall be under no obligation to commence any of the Stages of IQA until payment of the relevant invoice (or any other invoices that have not been paid by the Institution) has been received in full in cleared funds.

31 In the event that, due to timetabling of activities, QAA does commence work before payment is received and the Institution subsequently pays the Fee late, QAA reserves the right to charge interest at the rate of 4% above the base rate of HSBC PLC from the date on which payment became overdue until the date on which payment is received. In the event that the Institution fails to pay the Fee, QAA reserves the right, at any point, to cease all work on the Institution's IQA and invoice for all activities undertaken up to the cessation of IQA activities by QAA.

Tax

32 The Fees for each Stage of IQA are deemed to be net of any tax. If in future any taxes are required to be paid, these will be due and payable to QAA by the Institution.

Fee calculations

Stage 1

33 The Fee payable for Stage 1 is a fixed Fee, irrespective of the size of the Institution. The Stage 1 Fee will be confirmed by QAA at the Institution's request.

Stage 2

34 The Fee payable for Stage 2 is a fixed fee. The Stage 2 Fee will be confirmed by QAA to eligible Institutions at the conclusion of Stage 1.

35 Following the Scoping Report, the Institution shall have sole discretion to determine whether to proceed to Stage 3 immediately, within 12 months or not at all.

Stage 3

36 The Stage 3 Fee will be calculated based on the complexity of provision at the Institution and will be confirmed by QAA to eligible Institutions at the conclusion of Stage 2. Standard fees can be supplied on request.

37 The Stage 3 Fee shall not cover any additional costs incurred by QAA in circumstances where an Institution is unsuccessful at Stage 3 (save in respect of minor recommendations) and elects to implement measures intended to satisfy those recommendations, such measures being subject to a Partial Review. The Fee shall be calculated by QAA having regard to the scale and complexity of the reconsideration required and shall be notified to the Institution upon request.

38 If, at any Stage, QAA determines that the Institution is not eligible to progress to the next Stage, the Institution shall not be entitled to any refund of any Fees already paid.

Additional costs

39 The Fee for each applicable Stage excludes the following, which, where applicable, will be arranged and paid for directly by the Institution:

Additional Cost	Minimum required standard that the Institution must observe
International return flights from the UK, or non-UK base as applicable, to the Institution's home country (airports and in-country transfers) to be agreed with QAA) for the Review Team and QAA Officer. Where relevant, also applicable to the Scoping Team and Mid-Cycle Review Team plus QAA Officer where an in-person Review visit has not been made.	For flights with a duration of less than six hours, the minimum permitted class of travel is economy. For flights of six hours or more, the minimum permitted class of travel is premium economy. The airline must be listed on the UK Air Safety List and must: 1. Provide accessible services for travellers with both visible and non-visible disabilities. 2. Permit the booking of meals that accommodate dietary requirements, including those arising from religious or medical needs.

Travel and subsistence in the Institution's home country for the Scoping Team, Review Team, Mid-Cycle Review Team, or QAA Officer	Accommodation must be in a UK-equivalent three-star hotel or higher, with internet access, and must include breakfast, lunch, and dinner each day while on territory. The maximum reimbursable cost for dinner is £40 per person. The hotel shall provide accessible rooms for any occupants who disclose visible or non-visible disabilities and must be able to cater for dietary requirements, including those based on religious or medical needs.
Airport transfers	For security purposes, all in-country airport transfers shall be pre-booked by the Institution using licensed taxi operators, and all associated costs shall be borne by the Institution.

40 The Institution must obtain agreement in writing from QAA before finalising any arrangements and/or bookings, and all arrangements and bookings must be finalised and completed at least **four weeks** before the date of the applicable Visit.

41 In the event that QAA does not approve the travel and accommodation arrangements, QAA reserves the right to present an alternative that is booked through QAA's travel supplier, for approval by the institution.

Accreditation

Eligibility and validity

42 Only eligible Institutions that have been Accredited by QAA are permitted to use and display the QAA International Quality Accreditation Mark. Use of the QAA International Accreditation Mark must be in accordance with the terms of the Licence.

43 Accredited Institutions are permitted to make the following statement: “[Institution Name] has received a successful International Quality Accreditation from the UK's The Quality Assurance Agency for Higher Education (QAA), undertaken in [Month] [Year], in acknowledgement that at the time of the review [The Institution] met the standards set out by QAA's International Quality Accreditation process, and has been awarded QAA International Quality Accreditation until [Month] [Year].” Amendments to the wording of this statement are not permitted without the prior, written consent of QAA.

44 International Quality Accreditation, and the Licence to use the QAA International Quality Accreditation Mark, shall remain in force from the date of notification of the accreditation decision by QAA for a maximum period of five years, unless Accreditation is terminated further to unsuccessful Stage 4 Mid- Cycle Review, or until International Quality Accreditation is withdrawn by QAA in accordance with these Terms and Conditions, whichever is the earlier.

45 Accreditation is not transferrable.

QAA International Quality Accreditation Mark

46 Accredited Institutions are permitted to use the QAA International Quality Accreditation Mark in accordance with the following terms and the Brand Guidelines

provided by QAA, which shall together constitute the Licence.

47 The Accredited Institution may only use the QAA International Quality Accreditation Mark in the form supplied by QAA. QAA shall supply to the Institution a graphic file containing the QAA International Quality Accreditation Mark, inclusive of the Institution's Accreditation valid from and to dates, as soon as reasonably practicable upon confirmation of QAA's decision. Use of the QAA International Quality Accreditation Mark must be in accordance with the Brand Guidelines.

48 The Accredited Institution may use the QAA International Quality Accreditation Mark on all forms of communication related directly to them and programmes delivered by them, as specified in the IQA and subject to these Terms and Conditions. The QAA International Quality Accreditation Mark may also be used at, or in communications relating to, any campuses that are an integral part of the Accredited Institution and which were included in the scope of the IQA. The Institution is fully responsible for ensuring that the QAA International Quality Accreditation Mark is used in accordance with these terms. From time to time, QAA may request that the Institution provides copies of any such communications for review, which the Institution shall promptly provide.

49 The Licence is non-transferrable, and the Accredited Institution may not sub-licence the use of the QAA International Quality Accreditation Mark. The QAA International Quality Accreditation Mark may not be used by any of the Institution's partners without the express written consent of QAA.

50 The Institution shall not apply for, or obtain registration of, the QAA International Quality Accreditation Mark for any goods or services in any country.

Termination

51 QAA may, at its discretion, terminate Accreditation, and with it the right to use the QAA International Quality Accreditation Mark, with immediate effect in the event that:

- a) the Institution breaches any of these Terms and Conditions
- b) the Institution's status changes in such a way that the Institution no longer meets the Eligibility Criteria
- c) the Institution does not complete a successful Stage 4 Mid-Cycle Review
- d) the Institution is closed or is merged or amalgamated with another Institution
- e) the Institution or any of its partners breaches these Terms and Conditions in respect of the QAA International Quality Accreditation Mark and/or misuses QAA's intellectual property rights
- f) the QAA International Quality Accreditation Mark is used by the Institution or any of its partners in any way which, in QAA's opinion, adversely affects QAA or QAA's reputation
- g) the Institution changes its name and fails to inform QAA in accordance with The IQA Guidance's requirement on 'material changes'
- h) QAA is required to do so for its own operational reasons at any time
- i) QAA considers that factors or information exists such that the Institution's continued use of the QAA International Quality Accreditation Mark causes or may cause, in QAA's opinion, confusion or concern in the public domain.

52 QAA will notify the Institution in writing of a decision to suspend or withdraw a Licence; upon withdrawal or suspension of its Licence the Institution must:

- a) cease all use of the QAA International Quality Accreditation Mark
- b) remove the QAA International Quality Accreditation Mark from all communications

- c) withdraw those communications featuring the QAA International Quality Accreditation Mark from circulation within seven days of notification of withdrawal or suspension of its Licence
- d) ensure that any partners of the Institution using the QAA International Quality Accreditation Mark comply with this clause also.

53 If the Institution fails to remove the QAA International Quality Accreditation Mark within seven days of the date of formal notice withdrawing or suspending its Licence, QAA may take legal action against the Institution, including obtaining injunctive relief, to prevent the Institution from using the QAA International Quality Accreditation Mark.

General Terms and Conditions

QAA Trademarks

54 These Terms and Conditions do not confer any rights on the Institution to make use of the QAA Trademarks without the express permission of QAA. If one or more of the aforementioned Trademarks are reproduced or otherwise used by any person or institution without such permission, QAA may seek to enforce its rights over its property through the courts.

Material changes

55 The Institution must inform QAA of any of the following material changes:

- a) the Institution's status changes in such a way that the Institution no longer meets the Eligibility Criteria
- b) the Institution is closed or is merged or amalgamated with another Institution
- c) the Institution changes its name
- d) there is a change of control at the Institution
- e) relocation to another site
- f) a significant deviation from the strategic plan presented at the last Review or Mid-Cycle Review.

56 Following notification of a material change and subsequent engagement, QAA reserves the right to take any of the following actions as deemed necessary:

- a) Terminate any Stage of the IQA if the Institution is no longer able to meet the IQA Eligibility Criteria.
- b) Withdraw IQA accreditation and revoke the Institution's Licence to use the IQA Mark.

Insurance, Liability and Indemnity

57 QAA will purchase and maintain professional indemnity and other applicable insurance policies at an appropriate level to fulfil its obligations under these Terms and Conditions.

58 Except in the case of personal injury or death caused by negligent or wilful act or omission, the aggregate liability of QAA to the Institution arising out of any breach or breaches of these Terms and Conditions, whether in contract or tort, and whether intentional or negligent, shall not exceed the Fees payable by the Institution to QAA.

59 QAA shall have no liability to the Institution for any loss, damage, costs, expenses or other claims for compensation arising from any information, instructions or materials provided by the Institution that are incomplete, incorrect, inaccurate, illegible, out of

sequence or in the wrong form, or arising from their late arrival or non-arrival or any other fault of the Institution.

60 To the fullest extent permitted by law, QAA shall not be liable to the Institution for

- (a) loss of profits, business, revenue or goodwill, or
- (b) any indirect, consequential or special costs, expenses, loss or damage in connection with or arising from any or all of the Institution's use of the contents of (i) the IQA or (ii) the Review Report.

61 The Institution shall indemnify QAA against all liabilities, costs, expenses, damages or losses suffered or incurred by QAA arising out of, or in connection with, the IQA and/or the exercise of rights granted under these Terms and Conditions or any breach by the Institution of these Terms and Conditions.

Business Ethics and Conflicts of Interest

62 During all Stages of the IQA, both QAA and the Institution will maintain appropriate professional standards of conduct, including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions that could result in conflict with QAA or the Institution's interests.

63 QAA and the Institution are required to notify each other of any connection or interest that could result in a conflict or potential conflict of interest in relation to IQA as soon as they become aware of such.

64 No QAA staff, associates or approved sub-contractors will knowingly commit an act rendered unlawful by any applicable UK legislation including but not limited to the Equality Act 2010, the Bribery Act 2010 or the Human Rights Act 1998, or any enactments modifying or replacing them.

Copyright and Reports

65 The intellectual property rights in all works created by or on behalf of QAA during IQA, including specifically any written reports, shall vest in QAA. All copyright of written work produced by QAA during the course of providing the IQA shall vest in QAA.

Data Protection

66 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. These provisions are in addition to, and do not relieve, remove or replace a Party's obligations or rights under the data protection legislation in that Party's country or region of establishment.

67 The Parties acknowledge that it may be necessary for the Institution to share Personal Data with QAA to enable QAA to conduct the IQA ('the Purpose'). Such Personal Data may relate to the Institution's Students, Staff, Agents, Contractors, or other individuals engaged by the Institution, and will be restricted to the minimum amount of Personal Data required to facilitate the Purpose.

68 For the purposes of the Data Protection Legislation, where Personal Data is shared for the Purpose, QAA will become a Controller of the shared information and shall process the Personal Data in accordance with the Data Protection Legislation.

69 Each Party shall:

- a) process the Personal Data only for the Purpose
- b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, such measures to be appropriate to the harm that might result from such unauthorised or unlawful processing, accidental loss or destruction, or damage
- c) ensure that it has all necessary notices and consents in place to enable lawful transfer of Personal Data for the Purpose
- d) only share the minimum amount of Personal Data required to achieve the Purpose, and refuse to accept the transfer of any Personal Data which is excessive or unnecessary for the Purpose
- e) give full information to any data subject whose Personal Data may be processed for the Purpose of the nature such processing. This includes giving notice that, on the termination of this agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Parties' successors and assignees
- f) any Personal Data that is shared with the Institution for booking of flights, visa applications and accommodation for on-site visits, or for other required purposes, must be held securely and deleted within 7 days of completion of the on-site visit
- g) ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential
- h) assist the other Party, at its own cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators
- i) notify the other Party without undue delay on becoming aware of a Personal Data Breach
- j) at the written direction of the other Party, delete or return Personal Data and copies thereof on termination of the agreement unless required by applicable law to store the Personal Data
- k) maintain complete and accurate records and information to demonstrate its compliance with this clause.

70 QAA shall not, and where applicable, the Institution shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Institution has been obtained, and the following conditions are fulfilled:

- a) appropriate safeguards are provided in relation to the transfer
- b) where applicable, the Data Subject has enforceable rights and effective legal remedies
- c) the transferring party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

Confidential Information and QAA Property

71 All documents, manuals, hardware and software provided for the Institution's use by QAA, and any data or documents (including copies) produced, maintained or stored in QAA's computer systems or other electronic equipment ('QAA Property'), remain the property of QAA.

72 QAA and the Institution shall procure that their officers, employees, agents, sub-contractors or assignees will not at any time during, or for a period of five years after the end of the Stage the Institution reached in, the IQA process:

- a) divulge or communicate Confidential Information by any means whatsoever to any person, institution, body, company, business entity, media or any other organisation
- b) use Confidential Information for its own purposes or for any purpose other than those relating to IQA
- c) through any failure to exercise due care and diligence cause any unauthorised disclosure of any Confidential Information.

73 The above obligations of confidentiality shall not extend to information that:

- a) is in the public domain other than by reason of any act of omission on the part of the other party, its officers, employees, agents, sub-contractors or assignees
- b) was already known to the other party, its officers, employees, agents, sub-contractors or assignees prior to disclosure
- c) the other party, its officers, employees, agents, sub-contractors or assignees are required to disclose by law or by a requirement of a regulatory body.

Disclosure of Information

74 QAA reserves the right to publish or provide information on the outcome of IQAs, all future reviews of the Institution (including any Action Plans), and such other information as it is required to do, whether under QAA's own information publication scheme or otherwise.

75 QAA reserves the right to disclose information concerning the Institution to another body or person as QAA considers appropriate to assist with the discharge of its functions to safeguard quality and academic standards in higher education, or to assist another responsible body or person in the discharge of their own accreditation, regulatory or public functions.

Termination and Suspension

76 QAA may, at its discretion, terminate or suspend any Stage of IQA with immediate effect by serving notice to the Institution in the event of any one or more of the following events occur:

- a) the Institution fails to comply with any obligations or commitments under these Terms and Conditions
- b) the Institution fails to make any payment that is validly due to QAA
- c) a conflict of interest arises, which, in QAA's sole opinion, it is not possible to manage to enable the continuation of IQA
- d) the Institution breaches any QAA procedure, term or condition, or an investigation by a responsible body that is so serious and credible as to affect QAA's reputation should it continue to be linked to or associated with the Institution
- e) the Institution becomes the subject of a QAA Concerns Scheme, and the outcome of the QAA Concerns Scheme investigation is that serious issues have been found at the Institution
- f) the Institution ceases to meet the Eligibility Criteria at any point during the IQA process, prior to publication of the Review Report
- g) there is a change of control at the Institution.

77 The decision to terminate IQA in any of these circumstances rests solely with QAA, and QAA's decision is final.

78 Without prejudice to any other right or remedy it may have, either Party shall be entitled, but not obliged, to terminate the IQA process immediately by notice in writing to the other if any of the events set out below shall occur:

- a) the other Party commits any material breach of any of its obligations under these Terms and Conditions and fails to remedy such breach (if capable of remedy) within 30 days after being given notice by the other to do so
- b) the other Party is declared or becomes insolvent, is unable to pay its debts as they fall due or admits inability to pay its debts, or the applicable procedures in the Party's country of establishment are initiated to wind up the Party, or to appoint an administrator over the Party.

Withdrawal

79 In the event that an Institution wishes to withdraw at any point from IQA, it must provide QAA with a minimum of 30 days' notice, in writing.

80 QAA will acknowledge withdrawal in writing. There shall be no automatic right to refund, whether full or partial, of any Fees paid up to the point of withdrawal. Refunds shall be made at QAA's sole discretion.

81 Where an Institution withdraws following the commencement of the review visit, the team will complete their findings, and the report will be published.

82 Where QAA has approved a request from the Institution to withdraw from the IQA Review following commencement of the Review Visit, the Review Team will complete their findings, and the Review Report will be published pursuant to clause 74.

83 If a provider withdraws or does not engage during that review visit, the report will be published outlining that the report was based on desk-based analysis.

Variations

84 Either Party may request a variation to the Scoping or Review Visit dates, provided that such variation is requested no less than 10 working days in advance of the commencement of such Scoping or Review Visit. A request for a variation in scheduled Scoping or Review Visit dates must be made in writing to the other Party, giving sufficient information for the receiving Party to assess the extent of the variation and consider whether it can accommodate and implement the variation.

85 The receiving Party will normally respond to the request for a Scoping or Review Visit date variation within two working days of receipt of such request.

86 The Institution will meet any costs that have been incurred by QAA as a result of an agreed variation.

87 QAA reserves the right to alter these Terms and Conditions at any time and no variation of these Terms and Conditions shall be effective unless it is in writing and signed by QAA.

88 QAA may replace or update the IQA product with offerings that are functionally equivalent or improved, provided that such changes do not materially reduce functionality, performance, or service levels, and the Institution receives prior written notice.

Severability

89 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) 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.

Notices

90 Any notice required to be given under these Terms and Conditions shall be in writing, in English, and either signed by, or sent from, an authorised representative of the party serving the notice.

91 Notices shall be deemed to have been received if sent by email to the relevant email address of the specified client representative as stated in this agreement, (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of Working Hours (09:00-17:00, Monday-Friday), when working hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour of after transmission of the notice. If an out of office autoreply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered, and the notice must be sent to an agreed alternative email address.

Dispute Resolution

92 QAA and the Institution shall use all reasonable endeavours to negotiate in good faith and settle any dispute that may arise out of or relating to the delivery of the IQA.

Contract (Rights of Third Parties) Act 1999

93 Nothing in these Terms and Conditions shall confer or purport to confer upon any person, firm or corporate body that is not a Party to these Terms and Conditions any benefit or right to enforce any term herein pursuant to the Contracts (Rights of Third Parties) Act 1999.

Agency

94 These Terms and Conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties, other than the contractual relationship expressly provided for in these Terms and Conditions. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

Force Majeure

95 Neither Party shall be deemed to be in breach of these Terms and Conditions if failure to comply with their requirements is due to circumstances beyond their control. In such circumstances, where possible, the affected Party should state in writing to the other as soon as is reasonably practicable the reasons for being unable to fulfil its duties and obligations under these Terms and Conditions.

Governing Language

96 This agreement is made only in the English language. If there is any conflict in

meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

Governing Law and Jurisdiction

97 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.

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