

QAA QE-TNE Scheme Terms and Conditions

The Quality Assurance Agency for Higher Education (QAA) - the independent body entrusted with monitoring and advising on standards and quality in UK higher education - is a company limited by guarantee incorporated in England and Wales with company number 03344784, and registered as a charity in England under charity number 1062746 and Scotland under charity number SC037786, with its registered office at Southgate House, Southgate Street, Gloucester, GL1 1UB ('QAA').

The following are the terms and conditions (the '**Terms**') between QAA and the QAA QE-TNE Scheme participant ('the **Parties**') to which QAA has agreed to provide participation in the QAA QE-TNE Scheme. These Terms, the QAA QE-TNE Scheme Agreement and the QAA QE-TNE Scheme Kitemark Terms and Conditions of Use together form the basis of the QAA QE-TNE Scheme relationship.

1 Definitions and interpretation

- 1.1 **Acceptance of terms and conditions:** a link to these terms and conditions is supplied alongside the graphic files for the QAA QE-TNE Scheme Kitemark. Use of the QAA QE-TNE Scheme Kite Mark signifies your acceptance of these terms and the conditions.
- 1.2 **Additional Services:** the additional services relating to the QAA QE-TNE Scheme set out on the [QAA website](#).
- 1.2 **Licence:** the licence granted pursuant to the [QAA QE-TNE Scheme Kitemark Terms and Conditions of Use](#).
- 1.3 **Marks:** the QAA QE-TNE Scheme Kite Mark.
- 1.4 **The public:** students, potential students and anyone with an interest in quality and standards in higher education.
- 1.5 **QAA QE-TNE Scheme:** the scheme of Quality Evaluation and Enhancement of UK Transnational Higher Education Provision delivered by the Quality Assurance Agency for Higher Education (**QAA**), also known as the QE-TNE Scheme.
- 1.6 **QAA QE-TNE Scheme Kitemark:** the licensed kitemark (see the [QAA QE-TNE Scheme Kitemark Terms and Conditions of Use](#)).
- 1.7 **QAA QE-TNE Scheme participants:** UK degree-awarding bodies who deliver transnational education (TNE) as per the definition below, sign up to the Scheme and pay the required fees. Full eligibility criteria are detailed in the [QAA QE-TNE Scheme Agreement](#).
- 1.8 **Services:** the services relating to the QAA QE-TNE Scheme set out on the [QAA website](#).
- 1.9 **Transnational education (TNE):** the delivery of higher education level awards by recognised UK degree-awarding bodies in a country, or to students, other than where the awarding provider is based. The definition in the QAA QE-TNE Scheme Handbook is based on the definition agreed by [UNESCO and the Council of Europe in 2001](#), which refers to: 'All types of higher education study programmes, or sets of courses of study, or educational services (including those of distance education) in which the learners are located in a country different from the one where the awarding institution is based. Such programmes may belong to the education system of a State different from the State in which it operates, or may operate independently of any national education system.'

- 1.9 **TNE partner:** an overseas institution or provider who has a formal partnership agreement with a QAA QE-TNE Scheme participant to deliver TNE as per the above definition. This does not include UK collaborative provision partners.
- 1.10 **Us; our; we:** the Quality Assurance Agency for Higher Education (QAA).
- 1.11 **You; your:** the eligible QAA QE-TNE Scheme participant to which QAA has granted the licence.

2 General

2.1 Advice and guidance published by QAA as part of [the Services](#) and/or the Additional Services is generic and is provided for information purposes only. Consultancy and advisory services can be purchased separately through QAA's International and Professional Services department.

2.2 QE-TNE Scheme reviews are not being conducted by QAA in its role as the Designated Quality Body in England. The Office for Students is the statutory regulator for higher education in England and is responsible for the baseline regulation of the quality of TNE of registered providers of higher education in England. The conclusions of QE-TNE reviews do not have any regulatory status in England and a provider cannot rely on any reports or other outputs from QE-TNE for any purpose relating to registration with the Office for Students or as an indication of the likely outcomes of any assessment that QAA may carry out of the provider in its role as the Designated Quality Body.

2.3 The QAA QE-TNE Scheme Kitemark may only be used by QAA QE-TNE Scheme participants and their TNE partners in accordance with the [QAA QE-TNE Scheme Kitemark Terms and Conditions of Use](#).

2.4 The QAA QE-TNE Scheme participant shall take responsibility for any User's use of the Services that is not in accordance with the Terms of Use or these Terms.

3 Obligations of QAA

3.1 QAA warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations in relation to the Services.

3.2 QAA shall deliver the Services using reasonable skill and care to a standard that can be reasonably expected of a body with QAA's expertise and knowledge.

3.3 QAA shall use reasonable endeavours to ensure that the Services are accessible to the QAA QE-TNE Scheme participant and its Users throughout the QAA QE-TNE Scheme Term, but offers no guarantees in relation to the accessibility of the Services.

3.4 QAA reserves the right to amend the Services at any time without notice to the QAA QE-TNE Scheme participant as long as such amendment does not fundamentally alter the substance of the Services.

4 QAA QE-TNE Scheme Resources

4.1 Users may access, use, print and download the QAA QE-TNE Scheme Resources according to the Terms of Use.

5 QAA QE-TNE Scheme fee

5.1 The QAA QE-TNE Scheme Term is five years, paid annually.

5.2 The QAA QE-TNE Scheme Fee will be confirmed annually by QAA to supply the Services in accordance with these Terms.

5.3 The QAA QE-TNE Scheme Fee is variable and based on number of TNE students and whether the QAA QE-TNE Scheme participant also has QAA Membership.

5.4 The offer shall be deemed accepted by the QAA QE-TNE Scheme participant on receipt by QAA of confirmation of acceptance, which shall usually include the provision of a purchase order number. Following acceptance of the offer, QAA will issue an invoice for the QAA QE-TNE Scheme Fee. The QAA QE-TNE Scheme participant shall pay the invoice within 30 days of issue.

5.5 Access to the QAA QE-TNE Scheme Resources for the QAA QE-TNE Scheme participant's Users will be granted from acceptance of the offer. Access will be disabled for all Users if the invoice referred to at clause 5.4 is not paid by the due date.

5.6 Subsequent QAA QE-TNE Scheme Terms will begin no earlier than 1 September 2021 (the '**QAA QE-TNE Scheme Start Date**') irrespective of when payment is received by QAA, and shall end on 31 August 2026 after five years.

5.7 Participation in the QAA QE-TNE Scheme will terminate automatically at the end of five years or earlier if the annual fees are not paid in accordance with these Terms.

5.8 If a member wishes to terminate participation in the QAA QE-TNE Scheme before the end of the five-year term, a minimum of 12 month's written notice is required and must be given no later than the August of the preceding year. Due to the cyclical nature of the QAA QE-TNE Scheme, participants cannot withdraw part way through the year. Access will be disabled for all the terminating participant's Users if participation in the QAA QE-TNE Scheme is terminated during the five-year term. Re-entry to the QAA QE-TNE Scheme is not permitted within the five-year term.

5.9 All QAA QE-TNE Scheme Fees are calculated without UK Value Added Tax ('**VAT**') on the basis that the Services are outside the scope of VAT. QAA reserves the right to make an additional charge for VAT should it be deemed applicable.

6 QAA QE-TNE Scheme Events and Resources

6.1 QAA will make all reasonable efforts to ensure that QAA QE-TNE Scheme Events take place and Resources are published as advertised, but reserves the right at its sole discretion to modify or cancel the date, timing, programme or any other aspect of a publicised event at any time.

6.2 Booking of, and attendance at, QAA QE-TNE Scheme Events will be subject to QAA's event terms and conditions, as published from time to time.

7 Confidentiality

7.1 Each Party shall keep confidential (and shall procure that its employees,

agents and Users, as applicable, shall keep confidential) any Confidential Information which it, or they, may acquire during the QAA QE-TNE Scheme Term, except for information which they may be entitled or bound to disclose under compulsion of law or where required by regulatory agencies, or to their professional advisers where reasonably necessary for the performance of the Services.

7.2 The obligations of each of the Parties contained in sub-clause 7.1 shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by any such Party of its obligations contained in these Terms.

8 Intellectual Property Rights

8.1 All Intellectual Property Rights arising out of, or in connection with, the Services, including in all QAA QE-TNE Scheme Resources and Additional Services, shall be owned by QAA, who shall hold such Intellectual Property for the benefit of, and on behalf of, QAA QE-TNE Scheme participants collectively.

8.2 QAA grants to the QAA QE-TNE Scheme participant a fully paid-up, worldwide, non-exclusive, revocable, non-transferable, non-assignable royalty-free licence to use QAA's Intellectual Property Rights solely for the purpose of receiving and using the Services and Additional Services (where applicable) and subject to the terms set out below, and for no other purpose whatsoever (the '**Licence**')

- a) the QAA QE-TNE Scheme participant and their TNE partners may use the QAA QE-TNE Scheme Resources for their own educational, research and internal business purposes, and those of its Users only; and
- b) under the terms of the Licence, the QAA QE-TNE Scheme participant may not make adaptations of or to the QAA QE-TNE Scheme Resources (including translation, adaptation, derivative work or other alteration derived from the original QAA QE-TNE Scheme Resources) without the prior written consent of QAA.

8.3 The QAA QE-TNE Scheme participant must keep intact all copyright notices for the QAA QE-TNE Scheme Resources together with any attribution notices as directed by QAA from time to time.

8.4 QAA grants the QAA QE-TNE Scheme participant and their TNE partners use of the QAA QE-TNE Scheme Kitemark only in accordance with the [QAA QE-TNE Scheme Kitemark Terms and Conditions of Use](#).

8.5 The provisions of this clause shall survive the termination or expiry of the Contract, howsoever arising.

9 Data protection

9.1 Each Party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation (any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation EU2016/679) and any material breach of the UK Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate this agreement with immediate effect.

9.2 Any personal information (as defined by the UK Data Protection Legislation) shared between the Parties in respect of the Contract shall be processed in accordance with the terms of [QAA's privacy notice](#), as updated from time to time.

10 Limitation of liability

10.1 QAA shall not be liable for:

- (a) any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to: (i) any errors or omissions in the Services or Additional Services (if applicable); (ii) any third party content; (iii) the unavailability of the Services or Additional Services (if applicable) or any part thereof; (iv) the QAA QE-TNE Scheme participant's use of the Services or Additional Services (if applicable); or (v) the QAA QE-TNE Scheme participant's use of any equipment or software in connection with the Services or Additional Services (if applicable); or
- (b) any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, lawyers' fees) in any way due to, resulting from, or arising in connection with the use of or inability to use the Services or Additional Services (if applicable).
- (c) any regulatory body in the UK or overseas choosing to use any output of QE-TNE review in association with their regulatory or other responsibilities, unless otherwise agreed in writing.

10.2 Subject to the necessary exclusions required by law, QAA's total aggregate liability whether in contract, tort, negligence, breach of statutory duty or otherwise at law, in respect of any one claim or series of linked claims under or in connection with the Contract shall be limited to the sum equal to the QAA QE-TNE Scheme Fee properly paid and payable in the preceding year in which the claim or series of claims arose.

11 Termination

11.1 Participation in the QAA QE-TNE Scheme may be suspended or terminated at QAA's discretion for the reasons stated in the QAA QE-TNE Scheme Agreement. Where participation in the QAA QE-TNE Scheme is terminated, access to the Services will be terminated with immediate effect.

12 Variation

12.1 QAA may vary these Terms at any time subject to one month's prior notification in writing to the QAA QE-TNE Scheme participant of such variation. For the avoidance of doubt, such notification shall be effective if sent by email.

13 Governing law

13.1 The QAA QE-TNE Scheme relationship and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

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