Terms and Conditions for International Programme Accreditation for accredited institutions

Definitions

The following terms shall have the following meanings:

'Accreditation': Formal recognition by QAA further to IPA that a Programme meets the quality standards set out in QAA's Criteria for IPA entitling the Institution to make use of the QAA International Programme Accreditation Mark.
'Accredited Programme': A programme upon which QAA has conferred Accreditation.
'Action Plan': The plan drawn up by the Institution in agreement with QAA to address any good practice and recommendations arising from the IPA.
'Application Form': QAA's IPA 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 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 IPA. 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 manuscriptand 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': All applicable data protection and privacy legislation in force from time to time in the UK relating to the use of personal data including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.
'Eligibility Criteria': The criteria listed in the **IPA Guidance**, which any Institution must meet in order to progress from the Enquiry and Application Stage to the Review and Accreditation 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.
'Fee or Fees': The charges due to QAA from theInstitution as detailed herein.
'Institution' or 'Institutions': The non-UK higher education provider(s) applying for or undergoing IPA.
'IPA': Any Stage or Stages of the International Programme Accreditation method operated by QAA, and all associated procedures and any replacement thereof.
'IPA Criteria': The specific features of high-quality programmes determined by QAA that need to be demonstrated in order to be awarded IPA Accreditation.
'IPA Guidance': QAA-published guidance entitled: *International Programme Accreditation: Guidance for Providers* 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 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 the criteria for IPA' at the Review Stage and 'No longer meets the requirements for accreditation'* at the Mid-Cycle Review Stage.
'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 the criteria' for* IPA at the Review Stage and *'Continues to satisfy the requirements for accreditation'* at the Mid-Cycle Review stage.

'Programme': The full package of teaching, learning and assessment that leads to the achievement of the approved learning outcomes which qualifies the student for the specified award.
'QAA': The Quality Assurance Agency for Higher Education, a company limited by guarantee registeredin England and Wales number 3344784, registered charity numbers 1062746 and SC037786.
'QAA International Programme Accreditation Mark': The QAA-owned graphic that Institutions are permitted to use under Licence.
'QAA Officer': The QAA member of staff nominated by QAA to be the main point of contactwith the Institution undergoing IPA.
'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 online visit to the Institution that takes place as part of Stage 2 of the IPA.
'Stage' or 'Stages': Any stage, or combination of stages of IPA, as defined in these Terms.
'Terms and Conditions': Shall mean these QAA Terms and Conditions of International Programme Accreditation.

International Programme Accreditation

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

2 IPA does not confer any legal or regulatory status upon an Institution. Accreditation constitutes recognition by QAA that a Programme meets the standards of IPA, 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 IPA.

4 All Stages of IPA will be conducted in English, in accordance with the provisions of the IPA 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.

5 This is an External Quality Assurance activity that aligns with the ESG.

Stages of review

6 IPA takes place in three Stages:

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

7 Together, the Stages, or any combination of them, make up the IPA.

8 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: Enquiry and Application

9 IPA is open to non-UK providers of higher education that can evidence that they meet the Eligibility Criteria. Applications for IPA 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 programme eligibility is final.

10 Where QAA judges an Institution is not eligible for IPA, 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.

Stage 2: Review and Accreditation

11 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 institution’s accredited status with QAA and the number of programmes being reviewed.

12 Stage 2 will culminate in a recommendation from the Review Team to QAA regarding whether the Institution meets the standards of IPA.

13 The decision to award International Programme Accreditation will be made at the sole discretion of QAA.

14 Only Institutions that have met the IPA criteria in the Review will be eligible for International Programme Accreditation. Where the Institution is deemed to meet the IPA criteria, subject to meeting conditions within a maximum of 12 months, the decision to award International Programme 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.

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

16 The award of the QAA International Programme Accreditation Mark culminates in the publication by QAA of a report containing the overall outcome and key findings of the IPA.

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

Stage 3: Mid-Cycle Review

18 Accredited Institutions must complete a successful Stage 3, Mid-Cycle Review in order to retain International Programme 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 International Programme Accreditation.

19 If the Institution does not, for any reason, undergo Stage 3, International Programme 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 Programme Accreditation Mark shall be automatically terminated. The Institution undertakes not to use the QAA International Programme Accreditation Mark, or to continue to hold itself out to be an accredited institution after the termination of International Programme Accreditation and shall indemnify QAA for any loss or damage sustained as a result of any unauthorised or unlicensed use of the QAA International Programme Accreditation Mark.

20 The continuation of International Programme 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 3 Mid-Cycle Review, QAA shall confirm the Institution's Programme Accreditation validity to the maximum five-year period.

21 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 IPA criteria continue to be met, QAA shall have the right to withdraw or revoke International Programme Accreditation with immediate effect.

22 Where the Institution does not receive a Positive Outcome, QAA shall give the Institution the opportunity to take remedial action to address the issues and submit evidence of the action taken within three months of receiving the draft report. Where the issues are not considered by the Review Team to be satisfactorily addressed by the Institution, QAA shall withdraw or revoke International Programme Accreditation with immediate effect.

Action Plan

23 The Institution shall prepare an Action Plan addressing all good practice and recommendations from the Review outcome.

24 Where the Review outcome is conditional upon satisfactory completion of actions to address conditions, the Institution shall have a maximum of 12 months from the end of the relevant Stage to complete and evidence progress in addressing the conditions.

25 Where the conditions have not been addressed satisfactorily, or where the Institution does not submit evidence to demonstrate how it has addressed the conditions within 12 months, the Institution shall not be eligible to proceed, and IPA shall terminate. If the Institution seeks to re-engage with IPA after the 12-month period, the Institution shall be required to complete all of the preceding Stages again before being permitted to proceed.

Fees

Invoices

26 QAA will raise an invoice to the Institution in advance of Stages 2 to 3 of IPA in respect of the Fee payable for that Stage. Payment of the invoice shall be due immediately upon receipt of the invoice. Invoices will be raised and payable in pounds sterling (GBP).

27 QAA shall be under no obligation to commence any of the Stages of IPA 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.

28 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 IPA and invoice for all activities undertaken up to the cessation of IPA activities by QAA.

Tax

29 The Fees for each Stage of IPA 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

30 There is no Fee for Stage 1.

Stage 2

31 The Fee payable for Stage 2 is a fixed fee. The Stage 2 Fee will be based on the number of programmes under review.

32 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.

Stage 3

33 The fee for Stage 3 is a standard fee and will be confirmed upon execution of the contract.

Accreditation

Eligibility and validity

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

35 International Programme Accreditation, and the Licence to use the QAA International Programme 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 International Programme Accreditation is terminated further to unsuccessful Stage 3 Mid-Cycle Review, or until International Programme Accreditation is withdrawn by QAA in accordance with these Terms and Conditions, whichever is the earlier.

36 International Programme Accreditation is not transferrable.

QAA International Programme Accreditation Mark

37 Institutions are permitted to use the QAA International Programme Mark in accordance with the following terms and the Brand Guidelines provided by QAA, which shall together constitute the Licence.

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

39 The Institution may use the QAA International Programme Accreditation Mark on all forms of communication related directly to and the accredited programmes delivered by them, as specified in the IPA and subject to these Terms and Conditions. The Institution is fully responsible for ensuring that the QAA International Programme 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.

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

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

Termination

42 QAA may, at its discretion, terminate International Programme Accreditation, and with it the right to use the QAA International Programme 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 Mid-Cycle Review for the programme
d) the Institution is closed or is merged or amalgamated with another Institution
e) the programme is withdrawn/closed by the Institution, and no students remain registered on the programme
f) the Institution or any of its partners breaches these Terms and Conditions in respect of the QAA International Programme Accreditation Mark and/or misuses QAA's intellectual property rights
g) the QAA International Programme 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
h) the Institution or Programme changes its name and fails to inform QAA in accordance with the IPA Guidance’s requirement on ‘material changes’
i) QAA is required to do so for its own operational reasons at any time
j) QAA considers that factors or information exists such that the Institution's continued use of the QAA International Programme Accreditation Mark causes or may cause, in QAA's opinion, confusion or concern in the public domain.

43 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 Programme Accreditation Mark
b) remove the QAA International Programme Accreditation Mark from all communications
c) withdraw those communications featuring the QAA International Programme 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 Programme Accreditation Mark comply with the provisions of this clause.

44 If the Institution fails to remove the QAA International Programme 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 Programme Accreditation Mark.

General Terms and Conditions

QAA Trademarks

45 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

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

a) major changes that fundamentally alter the character of the programme and/or significantly affect the programme's aims, structure, delivery, student experience or award such that this may impact on the Institution's ability to continue to meet the one or more of the IPA criteria
b) the programme is withdrawn/closed by the Institution
c) the Institution's status changes in such a way that the Institution no longer meets the Eligibility Criteria
d) the Institution is closed or is merged or amalgamated with another Institution
e) the Institution changes its name
f) the Institution relocates to another site.

47 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 IPA if the Institution is no longer able to meet the IPA Eligibility Criteria or IPA Criteria.
b) Withdraw IPA accreditation and revoke the Institution's Licence to use the IPA Mark.

Insurance, Liability and Indemnity

48 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.

49 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.

50 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.

51 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 IPA or (ii) the Review Report.

52 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 IPA 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

53 During all Stages of the IPA, 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.

54 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 IPA as soon as they become aware of such.

55 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

56 All intellectual property rights, including copyright, in any work, materials, written reports or other deliverables created by or on behalf of QAA in connection with the IPA shall vest in and remain the property of QAA.

Data Protection

57 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.

58 The Parties acknowledge that it may be necessary for the Institution to share Personal Data with QAA to enable QAA to conduct the IPA ('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.

59 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.

60 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) ensure that all personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential

g) 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

h) notify the other Party without undue delay on becoming aware of a Personal Data Breach

i) 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

j) maintain complete and accurate records and information to demonstrate its compliance with this clause.

61 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

62 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.

63 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 IPA 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 IPA

c) through any failure to exercise due care and diligence cause any unauthorised disclosure of any Confidential Information.

64 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

65 QAA reserves the right to publish or provide information on the outcome of IPAs, 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.

66 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

67 QAA may, at its discretion, terminate or suspend any Stage of IPA 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 IPA
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 IPA process, prior to publication of the Review Report
g) there is a change of control at the Institution.

68 The decision to terminate IPA in any of the circumstances described in these Terms and Conditions rests solely with QAA, and QAA's decision shall be final and binding.

69 Without prejudice to any other right or remedy it may have, either Party shall be entitled, but not obliged, to terminate the IPA 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 following receipt of written notice from the non-breaching Party specifying the breach and requiring its remedy
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

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

71 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.

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

73 Where QAA has approved a request from the Institution to withdraw from the IPA Review following commencement of the Review Visit, the Review Team will complete their findings, and the Review Report will be published pursuant to clause 64.

74 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

75 Either Party may request a variation to the Review Visit dates, provided that such variation is requested no less than 10 working days in advance of the commencement of such Review Visit. A request for a variation in a scheduled Review Visit date 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.

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

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

78 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.

79 QAA may replace or update the IPA 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

80 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

81 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.

82 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

83 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 IPA.

Contract (Rights of Third Parties) Act 1999

84 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

85 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

86 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

87 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

88 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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