

The UK TNE Quality Scheme Terms and Conditions

Introduction

Membership of the UK TNE Quality Scheme is available on an annual basis. The membership year for 2026-2027 will run from 1 August 2026 until 31 July 2027. The scheme is open to all UK higher education providers.

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 Provider (the 'Parties') to which QAA has agreed to provide the UK TNE Quality Scheme. These Terms and the UK TNE Quality Scheme Badge Terms of Use, together form the basis of the Scheme.

Definitions

Defined terms used in these Terms and Conditions are explained as follows:

'Confidential information': any information that is designated as confidential by either Party or that by its nature ought reasonably to be considered as confidential, however it is communicated or in whatever media it is stored. This includes, without limitation, all personal data and special category personal data as defined under UK Data Protection Legislation. Confidential Information covers all such information provided or made available by one Party to the Other Party, whether before or after commencement of this Agreement.

'Eligibility for The UK TNE Quality Scheme': the specific criteria to be satisfied and sustained for a provider to be eligible for the QAA UK TNE Quality Scheme. To join the QAA UK TNE Quality Scheme, you must satisfy the following criteria:

- 1) A legal entity registered or established in the UK or a UK crown dependency; and
- 2) Delivering UK qualifications recognised either:
 - a. At Level 4 and above of the Framework for Higher Education Qualifications or Degree-Awarding Bodies in England, Wales and Northern Ireland (FHEQ); or
 - b. At Level 7 and above of the Scottish Credit and Qualifications Framework (SCQF);

And

- 3) Subject to one of the following:
- a. Review by QAA; or
 - b. The quality or regulatory arrangements that apply to higher education in one of the UK nations; or
 - c. The oversight (for example through a formal collaborative partnership) of a provider which itself is subject to the quality or regulatory arrangements that apply to higher education institutions in one of the UK nations; or
 - d. A full member of one of the Scheme's commissioning bodies (Universities UK, GuildHE or Independent HE).

QAA reserves the right to refuse or withdraw UK TNE Quality Scheme membership to any provider that, in QAA's reasonable judgement, fails to demonstrate good conduct or professionalism, or engages in any way that may bring the provider, the higher education sector or QAA into disrepute.

'Fees': the fee payable by the UK TNE Quality Scheme Participant to QAA for the membership of the Scheme, as set out each year in the Quote.

'Intellectual Property Rights': patents, design rights, registered designs, trademarks, registered and unregistered designs, rights in respect of confidential information, unfair competition rights and similar rights in any country of the world.

'Licence': the licence granted pursuant to the QAA UK TNE Quality Scheme.

'Named Representatives': the provider's named contacts.

'Provider': the Party that has entered into an agreement with QAA for purchase of the QAA UK TNE Quality Scheme Services.

'QAA Trademarks': the QAA Logo, QAA Global mark, QAA Quality Mark, QAA word mark, QAA TNE Quality Scheme logos, QAA TNE Quality Scheme Badge and/or any other registered QAA Trademarks.

'Quote': quotation for the QAA UK TNE Quality Scheme sent to the Provider's Named Representative(s) before the start of the relevant Term detailing the Fees payable by the Provider.

'Resources': QAA UK TNE Quality Scheme online resources that are available to Scheme Participants.

'Start Date': the later of 1 August or the date of the Provider's acceptance of the Quote, which shall normally take the form of the provision of a purchase order number.

'Services': the UK TNE Quality Scheme services provided by QAA to the Provider.

'Scheme Participant': participants in the QAA UK TNE Quality Scheme.

'Term': the period from the QAA UK TNE Quality Scheme Start Date to the following 31 July.

'Terms of Use': the terms governing the use of the online QAA UK TNE Quality Scheme resources.

'TNE Partner': the overseas provider, organisation, or entity that the UK provider collaborates with to deliver transnational education

'Transnational Education (TNE)': the delivery of higher education level awards by recognised UK providers in a country, or to students, other than where the awarding provider is based.

'UK Data Protection Legislation': any data protection legislation from time to time in force in the UK including the Data Protection Act 2018.

'Users': approved users of QAA UK TNE Quality Scheme Resources.

'Website': website link as notified by QAA from time to time for the UK TNE Quality Scheme.

1. General

- 1.1 The QAA Trademarks are the property of QAA and their use, including their reproduction, is subject to written permission by QAA, and is not permitted under this agreement.
- 1.2 The Provider shall take responsibility for any User's use of the Services that is not in accordance with the Terms of Use or these Terms.

2. Obligations of QAA

- 2.1 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.
- 2.2 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.
- 2.3 QAA shall use reasonable endeavours to ensure that the Services are accessible throughout the Term but offers no guarantees in relation to the accessibility of the Services.
- 2.4 QAA reserves the right to amend the Services at any time without notice to the Provider as long as such amendment does not fundamentally alter the substance of the Services.

3. UK TNE Quality Scheme resources

- 3.1 Users may access, use, print and download the QAA UK TNE Quality Scheme resources according to the Terms of Use.
- 3.2 Scheme participants may also share resources with their TNE Partners.

3.3 When you register as a User of the QAA UK TNE Quality Scheme Services, we will contact you by email to keep you updated about QAA news, events and activities. QAA's [Privacy Notice](#) details QAA's legal basis for processing. If you do not want to receive these communications, you can inform engage@qaa.ac.uk.

4. Fees

4.1 The UK TNE Quality Scheme membership year runs from 1 August to 31 July. Eligible providers can join at any point in the year. The membership price will be pro-rated as follows:

- For joining dates between of 1 August and 31 January inclusive, the full annual membership Fee (100%) is payable.
- When a Provider joins the Scheme between 1 February and 31 July, the membership Fee payable shall be 75% of the annual membership rate.

4.2 The QAA UK TNE Quality Scheme Fee for the first and each subsequent term will be confirmed annually in an offer by QAA for the provision of the Services in accordance with these Terms.

4.3 The offer shall be deemed accepted when QAA receives the UK TNE Quality Scheme Participant's confirmation of acceptance, which will ordinarily include a purchase order number. Following acceptance of the offer, QAA will issue an invoice for the Fee and any applicable Additional Services Fees. The Provider shall pay the invoice within 30 days of the invoice date.

4.4 Access to the QAA UK TNE Quality Scheme Resources will be granted from acceptance of the offer. Access will be disabled for all Provider's Users if the invoice referred to in clause 4.3 is not paid by the due date.

4.5 Each subsequent QAA UK TNE Quality Scheme Term shall commence no earlier than 1 August (the 'Start Date') regardless of when payment is received by QAA and shall end on 31 July of the following year. Before the end of each Term, QAA will issue a Quote for the next Term. Acceptance of the Quote by the Provider's Nominated Representative shall constitute renewal of the Services for an additional Term in accordance with these Terms and Conditions.

4.6 Participation in the QAA UK TNE Quality Scheme will automatically terminate at the end of the current Term if the Provider has not accepted the Quote for the next Term by the Start Date.

4.7 All 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 charge VAT should it be deemed applicable.

4.8 The Provider shall not be entitled to any refund of the Fee if it withdraws from the QAA UK Quality TNE Scheme before the end of the Term.

4.9 Fees are based on the latest available data report into the HESA Aggregate Offshore Record. If a provider does not report into the Aggregate Offshore Record, they will be required to self-report their TNE student numbers.

5. Confidentiality

5.1 Each Party shall keep confidential and shall ensure that its employees, agents and Users, as applicable, shall keep confidential, all Confidential Information acquired during the Term, except where disclosure is required by law, by a regulatory authority, or to the Party's professional advisers where reasonably necessary for the performance of the Services.

5.2 The obligations in clause 5.1 shall continue indefinitely but shall not apply to any information that enters the public domain other than through a breach of these Terms by a Party.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights arising out of or in connection with the QAA UK TNE Quality Scheme shall be owned by QAA.

6.2 QAA grants to the QAA UK TNE Quality 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 purposes of using and receiving the QAA UK TNE Quality Scheme Services and Additional Services (where applicable) and subject to the terms set out below and for no other purpose whatsoever:

- a) The QAA UK TNE Quality Scheme Participant and their TNE Partners may use the QAA UK TNE Quality 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 UK TNE Quality Scheme Participant or their TNE partner may not make adaptations of or to the QAA UK TNE Quality Scheme Resources (including translation, adaptation, derivative work or other alteration from the original QAA UK TNE Quality Scheme Resources) without the prior written consent of QAA.

6.3 The provisions of this clause shall survive the termination or expiry of the Provider's participation in the QAA UK TNE Quality Scheme, howsoever arising.

7. Data Protection

7.1 Each Party shall comply with all obligations applicable to a data controller under Data Protection Legislation (being any data protection legislation in force in the UK from time to time including the Data Protection Act 2018 and the UK General Data Protection Regulation). Any material breach of the Data Protection Legislation by one Party which is not remedied within 30 days of written notice from the other Party shall entitle the other Party to terminate this agreement with immediate effect.

7.2 Any personal information (as defined by the UK Data Protection Legislation) shared

between the Parties in respect of the QAA UK TNE Quality Scheme shall be processed in accordance with the terms of QAA's Privacy Notice, as updated from time to time.

8. Limitation of liability

8.1 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 QAA UK TNE Quality Scheme
 - (ii) any third party content

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 QAA UK TNE Quality Scheme.

8.2 Subject to the necessary exclusions required by law, QAA's total aggregate liability whether in contract, tort, negligence, breach of statutory duty or otherwise, for any one claim or series of related claims arising under or in connection with these Terms and Conditions shall be limited to an amount equal to the total Fees paid for participation in the QAA UK TNE Quality Scheme.

9. Termination or Suspension

9.1 Participation in the QAA UK TNE Quality Scheme may be terminated or suspended by QAA in the event of the following:

- (a) The Provider can no longer demonstrate eligibility for the QAA UK TNE Quality Scheme
- (b) The Provider takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) The Provider suspends or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- (d) If there is a change in ownership or the legal entity changes. The Provider should inform QAA in the first instance.

9.2 QAA reserves the right to suspend membership to any Provider that, in QAA's reasonable judgement, fails to demonstrate good conduct or professionalism, or engages in any way that might bring the provider, the higher education sector or QAA into disrepute.

- 9.3 Where QAA has suspended or terminated the Provider's engagement in the QAA UK TNE Quality Scheme, access to the Services will be terminated with immediate effect.
- 9.4 Upon termination, the Provider shall not be entitled to any refund of the Fee for the remainder of the Term of the QAA UK TNE Quality Scheme.
- 9.5 Where a Provider's participation in the QAA UK TNE Quality Scheme is suspended, QAA shall not be liable to refund any portion of the Fee to the Provider for the duration of the suspension.
- 9.6 The Confidentiality and Intellectual Property Rights clauses shall remain in effect after termination or suspension of the Provider's participation in the QAA UK TNE Quality Scheme.

10. Variation

- 10.1 QAA may vary these Terms at any time subject to one month's prior notification in writing to the Provider of such variation. For the avoidance of doubt, such notification shall be effective if sent by email.
- 10.2 QAA may replace or update the QAA UK TNE Quality Scheme with offerings that are functionally equivalent or improved, provided that such changes do not materially reduce functionality, performance, or service levels, and the Provider receives prior written notice.

11. Governing Law

- 11.1 This Agreement and any dispute or claim arising out of or in connection with the QAA UK TNE Quality Scheme (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

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