

# The QAA Review Graphic: terms and conditions of use

## **Part 1: Introduction**

1 Our mission is to safeguard standards and improve the quality of UK higher education; as part of that mission we are committed to improving public understanding of higher education standards and quality. To this end, we license the QAA Review Graphic, as defined below, for use as a graphic by eligible higher education providers, in order to assure the public that the institution has undergone a review and achieved a successful result through an independent quality assurance process.

2 The QAA logo and the QAA word mark are trademarks registered in the UK and the European Community and are distinct and separate from the QAA Review Graphic. This document sets out the terms and conditions under which the Quality Assurance Agency for Higher Education licenses the QAA Review Graphic for use by eligible higher education providers.

3 The QAA Review Graphic can only be used by higher education providers following a positive review by QAA, under licence and according to the criteria listed in the terms and conditions below. These terms and conditions form an agreement between each eligible higher education provider and QAA, entered into in consideration of QAA granting the licence and the eligible provider undertaking to comply with these terms and conditions. In any event you will be bound by all the obligations applicable to an eligible provider under these terms and conditions if you make any use of the QAA Review Graphic. Providers who are QAA subscribers may be eligible to use the <u>QAA Quality Mark</u>. If this is the case, the QAA Quality Mark should be used rather than the QAA Review Graphic.

4 Prior to the introduction of the QAA Review Graphic, eligible providers reviewed under educational oversight were licensed to display a QAA educational oversight review graphic. This has been replaced by the QAA Review Graphic and should be removed from all communications.

5 Providers reviewed under educational oversight or Review for Specific Course Designation are given approved wording to use to publicise information relating to their review and their annual monitoring by QAA. The QAA Review Graphic complements this wording: providers reviewed under these methods may use either element or both, to suit their requirements.

#### **Definitions and interpretation**

6 **Eligible provider**: A provider of higher education who currently holds a positive judgement further to review under one of the following review methods: Institutional Audit in England and Northern Ireland; Integrated Quality and Enhancement Review in England; Review of College Higher Education in England; Integrated Quality and Enhancement Review in Northern Ireland; Higher Education Review; Higher Education Review Wales; Higher Education Review (Plus); Review for Educational Oversight; Embedded College Review for Educational Oversight; Review for Specific Course Designation; Review for Specific Course Designation; Review for Specific Course Designation (Adapted); Higher Education Review (Alternative Providers) for Educational Oversight; Higher Education

Review (Alternative Providers) for Specific Course Designation; Higher Education Review (Embedded Colleges); or Higher Education Review (Foreign Providers). See Annex 2 of this document for criteria to be met under each review method.

7 **Acceptance of terms and conditions**: a link to these terms and conditions is supplied alongside the graphic files for the QAA Review Graphic. Use of the QAA Review Graphic signifies automatic acceptance of the terms and these conditions.

8 **Licence**: the licence granted pursuant to clause 19.

9 **Marks**: the QAA logo, QAA word mark, QAA Review Graphic and QAA Quality Mark.

10 **The public**: students, potential students and anyone with an interest in quality and standards in higher education.

11 **QAA logo**: the diamond shaped 'Q'' logo, which is a registered trademark in the UK under number 2414930 and in the European Community under trademark number E4972857.

12 **QAA word mark**: the 'QAA' text, which is a registered trademark in the UK under number 2419663 and in the European Community under trademark number E5020482.

13 **QAA Review Graphic**: the licensed graphic comprising the text 'QAA Reviewed' and 'Quality Assurance Agency for Higher Education'. See Annex 1.

14 **QAA Quality Mark**: the licensed quality mark for QAA subscribers comprising the QAA logo (or the QAA Scotland logo for use by subscribers based in Scotland, or the bilingual QAA logo for subscribers based in Wales), and the 'UK Quality Assured' text. See Annex 1.

15 **Review(s)**; **institutional-level review(s)**: Institutional Audit in England and Northern Ireland; Integrated Quality and Enhancement Review in England; Review of College Higher Education in England; Integrated Quality and Enhancement Review in Northern Ireland; Higher Education Review; Higher Education Review Wales; Higher Education Review (Plus); Review for Educational Oversight; Embedded College Review for Educational Oversight; Recognition Scheme for Educational Oversight; Review for Specific Course Designation; Review for Specific Course Designation (Adapted); Higher Education Review (Alternative Providers) for Educational Oversight; Higher Education Review (Alternative Providers) for Specific Course Designation; Higher Education Review (Embedded Colleges); or Higher Education Review (Foreign Providers).

16 **Us**; **our**; **we**: the Quality Assurance Agency for Higher Education (**QAA**).

17 **You**; **your**: the eligible provider to which QAA has granted the licence.

## Part 2: Terms and conditions of the licence

#### **Conditions of use**

18 The QAA logo and QAA word mark are the property of QAA. Use of the QAA logo or QAA word mark, including their reproduction, is subject to written permission by QAA and is not covered by the terms of the licence. If the QAA logo or QAA word mark are reproduced

or otherwise used by any person without such permission, QAA may seek to enforce its rights over its property through the courts.

19 At the point at which the graphic files for the QAA Review Graphic are supplied, QAA will grant you a non-exclusive licence to use the QAA Review Graphic (the **licence**). The licence shall remain in force from the date of the despatch of the graphic files until the date of your next QAA review or until such licence is withdrawn by QAA in accordance with these terms and conditions, whichever is the earlier.

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

21 QAA reserves the right to alter these terms and conditions at any time. Changes to the QAA Review Graphic terms and conditions will be confirmed to you in writing. The current terms and conditions of the QAA Review Graphic can always be found at: www.qaa.ac.uk/en/Publications/Documents/QAA-Review-Graphic-Terms.pdf.

#### **Qualifying criteria**

22 Only eligible higher education providers who have been granted permission by QAA are permitted to use and display the QAA Review Graphic. Full details of judgements in each review method and criteria for eligibility are given in Annex 2.

23 When two or more eligible higher education providers merge, QAA will confirm the eligibility of the newly-merged institution to use the QAA Review Graphic. If one or more of the higher education providers merging is not eligible to use the QAA Review Graphic, the licence held by the other merging higher education provider(s) will be terminated with immediate effect of QAA's decision that the new merged provider is ineligible (see clause 38).

#### Issue and use of the QAA Review Graphic

24 We strongly recommend you use the QAA Review Graphic following the publication of your review report on the QAA website; should you do so, you must comply with these terms and conditions and with the specifications set out in Annex 1.

We will issue these terms and conditions along with graphic files (in three formats: EPS, JPEG and PNG) of the relevant QAA Review Graphic (see Annex 1) on publication of your institutional-level review report on the QAA website at <u>www.qaa.ac.uk/reviews-and-reports</u>.

We will also issue a hyperlink to your report page on the QAA website at <u>www.qaa.ac.uk/reviews-and-reports</u>, which you must use in conjunction with the QAA Review Graphic.

You may use the QAA Review Graphic on all forms of communication related directly to you and programmes delivered by you, as specified in the QAA review and subject to these terms and conditions. The QAA Review Graphic may also be used at, or in communications relating to, any campuses that are an integral part of your institution and which were included in the QAA review ('your partners'). You must take full responsibility for ensuring that the QAA Review Graphic is used correctly. From time to time we may request that you provide us with copies of such communications, which you shall promptly provide to us for review. 28 Use of the QAA Review Graphic in communications by you must be limited in such a way as to allow you to withdraw such communications with immediate effect in the event that this licence is revoked by QAA.

29 Your right to use the QAA Review Graphic under this licence may not be sublicensed. The QAA Review Graphic may not be used by any of your partners unless they were included in your QAA review and agree to be bound by these terms and conditions. You shall be responsible for ensuring that such partners comply with these terms and conditions.

#### Misuse of the QAA Review Graphic

30 You must use the QAA Review Graphic only in relation to your eligible provider status and according to the terms and conditions of this licence, and not in any way that will lead the public to believe that QAA endorses you or parts of your operation which have not been subject to review by QAA and met the standards set out in Annex 2.

31 You hereby undertake that you shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the QAA logo, QAA word mark or QAA Review Graphic, or the reputation or goodwill associated with the QAA logo, QAA word mark, QAA Review Graphic or QAA, or that may invalidate or jeopardise any registration of the QAA logo or QAA word mark.

32 You shall not apply for, or obtain, registration of the QAA Review Graphic for any goods or services in any country.

33 You shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises or is confusingly similar to, the QAA logo, QAA word mark or QAA Review Graphic.

We protect our intellectual property and undertake regular and frequent monitoring of the use of our logos, trademarks and copyrighted materials. Higher education providers or third parties who are found to be using the QAA logo, QAA word mark or QAA Review Graphic without a licence may be asked in writing to remove all references to these within seven days of the written request, or face legal action. You should notify QAA of any third party infringement or abuse of the QAA logo, QAA word mark or QAA Review Graphic, including by another provider, which comes to your attention.

#### Grant, suspension and withdrawal of the licence

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

- a your review status changes in such a way that you are no longer an eligible provider;
- b your institution is closed or amalgamated with another institution;
- c you change your name; or
- d we are required to do so for our own operational reasons at any time;
- e we consider that factors or information exists such that your continued use of the QAA Review Graphic causes or may cause, in QAA's opinion, confusion or concern in the public domain.

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

We may suspend this licence if a concern (as defined in clause 42) is upheld, which, in QAA's opinion, is so serious and credible as to adversely affect its reputation if the QAA Review Graphic continued to be used on your communications. In these circumstances, the decision to suspend this licence rests solely with QAA and is final. The suspension will remain in place until QAA is satisfied that the concern is no longer deemed to adversely affect its reputation.

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

- a cease all use of the QAA Review Graphic;
- b remove the QAA Review Graphic from all of your communications;
- c withdraw those of your communications featuring the QAA Review Graphic from circulation, within seven days of notification of withdrawal or suspension of this licence; and
- d procure that any of your partners using the QAA Review Graphic, pursuant to clause 27, comply with paragraphs 38a to 38c above.

39 If you fail to remove the QAA Review Graphic within seven days of the date of a formal letter withdrawing or suspending this licence, we reserve the right to take the following action:

- a we will formally write to you again, reminding you that this licence has been withdrawn and requiring that the QAA Review Graphic is removed within seven days from the date of this second letter; and
- b if the QAA Review Graphic has not been removed within this further seven day period, we reserve the right to refer the matter to our legal representatives for advice and possible legal action, including obtaining injunctive relief to prevent you from using the QAA Review Graphic.

40 In addition to the process outlined in clause 39 above, you may also be subject to an investigation under our Concerns Procedure: <u>www.qaa.ac.uk/concerns</u>.

41 The provisions of clauses 38 and 39 are without prejudice to our rights to enforce our intellectual property rights or rights arising under this licence without first taking the steps referred to in clauses 38 and 39, if in our opinion such action is necessary or desirable.

42 For the purpose of clauses 35 to 41, '**concern**' shall mean a complaint upheld by QAA under its Concerns Procedure as outlined at <u>www.qaa.ac.uk/concerns</u>.

#### Liability

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

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

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

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

#### Information not covered by this licence

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

48 Any use of QAA copyright material, graphics and logos is covered by our copyright policy, which is available on our website at <u>www.qaa.ac.uk/about-us/corporate-governance/policies</u>.

49 Requests for use of any QAA copyright material, graphics and logos should be made in writing to <u>enquiries@qaa.ac.uk</u>.

#### **Miscellaneous**

50 Except as provided in clause 21, no variation of these terms and conditions shall be effective unless it is in writing and signed by QAA.

51 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) other than provisions relating to the permitted use and the specifications in Annex 2 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.

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

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

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

- 55 Any notice shall be deemed to have been duly received:
- a if delivered personally, when left at the registered office of the receiving party;
- b if sent by pre-paid first-class post or recorded delivery to the registered office of the receiving party, at 9.00am on the second business day after posting;
- c if delivered by commercial courier to the registered office of the receiving party, on the date and at the time that the courier's delivery receipt is signed; or
- d if sent by <u>enquiries@qaa.ac.uk</u>, when received if received during normal business hours (9.00am-5.00pm), and if received outside normal business hours, at 9:00am on the next business day;

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

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

# Annex 1: specifications for using the QAA Review Graphic

### The QAA Review Graphic

1 The QAA Review Graphic is made up of two pieces of text: 'QAA Reviewed' and 'Quality Assurance Agency for Higher Education'.

2 We will supply higher education providers who meet the criteria for using the QAA Review Graphic (see Annex 2 of this document) with a complete graphic file incorporating these two elements, in JPEG and PNG format for use on web-based outlets and in EPS format for use in printed material. There are two QAA Review Graphics for use by eligible providers, depending on their location (see below).

#### Size, colour and placing

3 The proportion and relative position of the parts that make up the QAA Review Graphic have been carefully developed and must not be modified or altered in any way. The QAA Review Graphic should never be used smaller than the minimum sizes, given below.

4 The QAA Review Graphic must always appear in the corporate colours, given below. The QAA Review Graphic should always appear on a white or light background, never on a strong background colour, and not be reversed (to be 'whited out'). Other colours cannot be substituted in place of the corporate colours. Deviation from this approach may be permitted in special circumstances but only with the explicit prior approval of QAA.

5 Always allow the QAA Review Graphic as much space as possible to enable it to appear prominently without interference from other text or graphic material. The position of the QAA Review Graphic should be no less than 10 mm from the edge of a page, and a minimum of 10 mm from any other text and graphics. If you are in doubt about the correct use of the QAA Review Graphic, please contact the QAA Multimedia Team for help and advice or to request graphic files in alternative formats. See Annex 3: Further information.

#### Accessibility and 'Alternative text'

6 To enhance accessibility, we advise that the 'Alternative text' specified below is used, unaltered, where the QAA Review Graphic is used on eligible providers' websites:

QAA Review Graphic thumbnail

In Welsh:

Cryno lun o Graffigun Adolygu ASA

#### Hyperlinks

7 It is a condition of this licence that where the QAA Review Graphic is used on an eligible provider's web-based channel, there must also be a hyperlink directly to the provider's report on the QAA website at <u>www.qaa.ac.uk/reviews-and-reports</u>.

8 To implement this in a way which incorporates best practice to enhance accessibility, we advise displaying the following text underneath the QAA Review Graphic and embedding the hyperlink within this text, as shown here:

'Click here to read this institution's latest review report.'

9 The url of your report to link to will be issued, along with the graphic file, in the email to heads of eligible institutions and to quality assurance managers sent upon publication of your review report.

## The QAA Review Graphic graphics

#### 1 England and Northern Ireland



for Higher Education

Website/Email	Format: JPEG or PNG	Size: min width 123 pixels, max width 200 pixels Minimum resolution: 72 dpi
Printed material	Format: EPS	Size: min width 23 mm, max width 65 mm
Stationery	Format: EPS	Size: min width 23 mm, max width 47 mm
Premises	Format: EPS	Size: min width 23 mm, max width 300 mm
Pantone 562		

CMYK: Cyan 85% Magenta 12% Yellow 53% Black 36% RGB: R0 G111 B98 Hex: #006F62

#### 2 Wales (bilingual)

# Adolygwyd gan ASA QAA Reviewed

Asiantaeth Sicrhau Ansawdd Addysg Uwch Quality Assurance Agency for Higher Education

Website/Email	Format: JPEG or PNG	Size: min width 148 pixels, max width 225 pixe Minimum resolution: 72 dpi	
Printed material	Format: EPS	Size: min width 45 mm, max width 85 mm	
Stationery	Format: EPS	Size: min width 45 mm, max width 66 mm	
Premises	Format: EPS	Size: min width 45 mm, max width 320 mm	

Pantone 562 CMYK: Cyan 85% Magenta 12% Yellow 53% Black 36% RGB: R0 G111 B98 Hex: #006F62

Pantone Cool Grey 11 CMYK: Cyan 44% Magenta 34% Yellow 22% Black 77% RGB: R85 G86 B90 Hex: #53565A

**Note:** Ownership of the QAA Review Graphic, the artwork, electronic file and all reproductions of it remain the copyright and property of QAA.

# Annex 2: Criteria for use of the QAA Review Graphic

Higher education providers who receive and maintain positive reviews under the following methods are eligible to use the QAA Review Graphic, according to the criteria listed. If the provider is a subscriber and eligible to use the QAA Quality Mark, however, then we would recommend use of the QAA Quality Mark.

Current/past QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Review Graphic use
Institutional Audit England and Northern Ireland (Prior to 2012)	<ol> <li>The confidence that can reasonably be placed in the soundness of the institution's present and likely future management of the academic standards of its awards.</li> <li>The confidence that can reasonably be placed in the soundness of the institution's present and likely future management of the quality of the learning opportunities available to students.</li> </ol>	These two areas each receive one of three judgements: • confidence • limited confidence • no confidence.	Confidence judgement in both areas. Following a limited confidence or no confidence judgement, once action has been taken and QAA has signed off the audit as 'audit completed', a licence will be granted to use the QAA Review Graphic.
Integrated Quality and Enhancement Review	1 The academic standards of the institution's awards.	Areas 1-2 receive one of three judgements:	<b>Confidence</b> in areas 1-2 and <b>reliance</b> in area 3.
England	2 The quality of student learning opportunities.	<ul> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul>	<b>Note:</b> Institutions receiving a <b>limited</b> <b>confidence</b> or <b>no confidence</b> or <b>no</b> <b>reliance</b> judgement will be permitted to use the OAA Boview Graphic
(Prior to 2013)	3 The accuracy and completeness of the information which the college publishes about itself.	Area 3 receives one of two judgements:	to use the QAA Review Graphic following completion of the follow-up and sign-off processes to QAA's satisfaction.

#### Review methods for higher education delivered in universities and further education colleges

		no reliance.	
Review of College Higher Education	1 The academic standards of the institution's awards.	Area 1 receives one of two judgements:	Meet UK expectations for threshold standards in area 1 AND
England		meet UK expectations     for threshold standards	
(From 2013 onwards)		<ul> <li>do not meet UK expectations for threshold standards.</li> </ul>	
	2 The quality of student learning opportunities.	Areas 2-4 receive one of four judgements:	Is commended or meets UK expectations in areas 2-4.
	3 The quality of the information produced by the institution about its learning opportunities.	<ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK</li> </ul>	Note: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be
	4 The enhancement of student learning opportunities.	<ul> <li>expectations</li> <li>does not meet UK expectations.</li> </ul>	permitted to use the QAA Review Graphic following completion of the follow-up and sign-off processes to QAA's satisfaction and provided that their judgement has been upgraded to 'meets UK expectations'.
Integrated Quality and Enhancement Review	1 The academic standards of the institution's awards.	Areas 1-2 receive one of three judgements:	<b>Confidence</b> in areas 1-2 and <b>reliance</b> in area 3.
Northern Ireland	2 The quality of student learning opportunities.	<ul> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul>	<b>Note:</b> Institutions receiving a <b>limited</b> <b>confidence</b> or <b>no confidence</b> or <b>no</b> <b>reliance</b> judgement will be permitted to use the QAA Review Graphic
	3 The accuracy and completeness of the information which the college publishes about itself.	Area 3 receives one of two judgements:	following completion of the follow-up and sign-off processes to QAA's satisfaction.
		reliance	

			no reliance.	
Higher Education Review England Northern Ireland (From 2013 onwards)		I maintenance of the emic standards of	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1 AND
	[by the institutio	tudent learning he information produced on] about its provision. ent of student learning	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Review Graphic following completion to QAA's satisfaction of the follow-up and sign- off processes, and provided that their judgement has been upgraded to 'meets UK expectations'.
Higher Education Review Wales (From 2014 onwards) Higher Education Review Wales launched in 2014-15 and replaced		I maintenance of the emic standards of	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1 AND

Institutional Review Wales.	2	The quality of student learning opportunities. The quality of the information produced		eas 2-4 receive one of four Igements: <b>is commended</b>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires
	4	[by the institution] about its provision. The enhancement of student learning opportunities.	•	meets UK expectations requires improvement to meet UK expectations does not meet UK expectations.	improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Review Graphic following completion to QAA's satisfaction of the follow-up and sign-off processes, and provided that their judgement has been upgraded to 'meets UK expectations'.

Current/past QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Review Graphic use
Review for Educational Oversight (REO) (Prior to 1 January 2015); Embedded College Review for Educational Oversight (ECREO*) (Prior to 1 January	<ol> <li>The management of academic standards of the provider's awards.</li> <li>The management and enhancement of the quality of student learning opportunities.</li> <li>The accuracy and completeness of the information which the provider publishes about itself and the programmes it delivers.</li> </ol>	Areas 1-2 receive one of three judgements: • confidence • limited confidence • no confidence. Area 3 receives one of two judgements: • reliance • no reliance.	Confidence in area 1 AND Confidence in area 2 AND Reliance in area 3.
2016); or Recognition	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use
Scheme for Educational Oversight (RSEO). Annual monitoring (visit, return or review) under REO, ECREO or RSEO.	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.

#### Review methods for higher education delivered by private providers

\*Under Embedded College Review for Educational Oversight (ECREO), embedded colleges are eligible to use the QAA Review Graphic only if the lead provider AND the network of colleges met the criteria listed for Embedded College Review for Educational Oversight. This review method has now been replaced by Higher Education Review (Embedded Colleges).

Higher Education Review (Plus) (From 2014 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	The FSMG check receives one of two outcomes:	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	1 The setting and maintenance of the threshold academic standards of awards.	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1 AND
	<ol> <li>2 The quality of student learning opportunities.</li> <li>3 The quality of the information produced [by the institution] about its provision.</li> <li>4 The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Review Graphic until they have passed a partial or full HER (AP) review.

#### Review methods for higher education delivered by private providers (continued)

	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use
Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.
	NB. Providers who make commendable pro- be required to receive a monitoring visit the Providers that have had a Higher Education was low, and at least one commendable jud the following year.	following year. Review (Plus) where all relevan	at expectations were met and the risk

QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Review Graphic use
Review for Specific Course Designation or Review for Specific Course Designation (Adapted). (2013-2015)	<ol> <li>The management of responsibilities for academic standards.</li> <li>The management and enhancement of the quality of student learning opportunities.</li> <li>The quality of the information which the provider produces for its intended audiences about the learning opportunities it offers.</li> </ol>	<ul> <li>Areas 1-2 receive one of three judgements:</li> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul> Area 3 receives one of two judgements: <ul> <li>reliance</li> <li>no reliance.</li> </ul>	Confidence in area 1 AND Confidence in area 2 AND Reliance in area 3.

#### Review methods for higher education delivered by private providers (continued)

Annual return under Review for Specific Course Designation: Unlike other educational oversight review methods, Review for Specific Course Designation did not have any outcomes against its annual returns. If the annual return suggested the provider had undergone a significant change in its provision, QAA would initiate a re-review of the provider. In this circumstance, the provider could be permitted to use the QAA Review Graphic after the re-review provided they meet the appropriate criteria listed here.

Note that, in all cases, providers who have received a review of collaborative provision through a separate or hybrid model of collaborative provision were eligible only if they received a **confidence** judgement. If they had received a **limited confidence** or **no confidence** judgement, they were granted a licence only when action had been taken and QAA had signed off the collaborative audit as 'audit completed'.

Higher Education Review (Alternative Providers) for Educational Oversight (From 2015 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	<ol> <li>The setting and/or maintenance of the threshold academic standards of awards.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	<b>Meets UK expectations</b> in area 1. AND
	<ol> <li>The quality of student learning opportunities.</li> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Review Graphic until they have passed a partial or full HER (AP) review.

Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use
	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.
	NB. Providers who make commendable pro- be required to receive a monitoring visit the Providers that have had a Higher Education relevant expectations were met and the risk not be required to receive a monitoring visit	following year. Review (Alternative Providers) was low, and at least one comm	for Educational Oversight where all

Higher Education Review (Alternative Providers) for Specific Course Designation (From 2015 onwards)	rative threshold academic standards of r awards. rse	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	<b>Meets UK expectations</b> in area 1. AND
2.		Areas 2-4 receive one of four judgements:	Is commended or meets UK expectations in areas 2-4.

Annual monitoring for Specific Course Designation (return, visit or review, as appropriate).	<ol> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Review Graphic until they have passed a partial or full HER (AP) review.
	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use
	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.
	NB. Providers who make commendable progress in one annual monitoring visit for Specific Course Designation may not be required to receive a monitoring visit the following year. Providers that have had a Higher Education Review (Alternative Providers) for Specific Course Designation where all relevant expectations were met and the risk was low, and at least one commendable judgement was achieved, may not be required to receive a monitoring visit the following year.		

<b>FSMG check</b> If the Alternative Provider is not listed on the Higher Education Funding Council for England (HEFCE) Register of Higher Education providers and they have had a Higher Education Review (Alternative Providers) for Specific Course Designation where all relevant expectations were met, they may then apply to HEFCE for a check to be conducted on their financial sustainability, management and governance ('the FSMG check').
This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.
For this method, eligibility for the QAA Review Graphic is not dependent upon passing an FSMG check.

Higher Education Review (Embedded Colleges) (From January 2016 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	<ul> <li>The lead provider is judged on:</li> <li>1 The setting and/or maintenance of the threshold academic standards of awards.</li> <li>2 The quality of student learning opportunities.</li> <li>3 The quality of the information about learning opportunities.</li> <li>4 The enhancement of student learning opportunities.</li> </ul>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> <li>Areas 2-4 receive one of four judgements:</li> </ul>	Meets UK expectations in area 1. AND Is commended or meets UK expectations in areas 2-4.
	<ul> <li>Each embedded college is judged on:</li> <li>1 The maintenance of the academic standards of awards offered by the provider and/or on behalf of degree-awarding bodies and/or other awarding organisations.</li> <li>2 The quality of student learning opportunities.</li> <li>3 The quality of the information produced about its provision.</li> </ul>	<ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	<b>NOTE</b> : Institutions receiving a <b>requires</b> <b>improvement to meet UK</b> <b>expectations</b> or <b>does not meet UK</b> <b>expectations</b> judgement will not be permitted to use the QAA Review Graphic until they have passed a partial or full HER (EC) review.

	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use	
Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.	
	NB. Providers and embedded colleges who receive a commendable judgement in their review (and no judgement less than 'meets expectations') or that make commendable progress on the action plan at a monitoring visit, may be exempt from a monitoring visit in the following year.			

\*Higher Education Review (Embedded Colleges) addresses the needs of providers that operate networks of colleges embedded on or near the campuses of two or more UK higher education institutions that primarily provide preparatory programmes for higher education. Embedded colleges will be eligible to use the QAA Review Graphic only if the lead provider AND the network of colleges meet the criteria listed for Higher Education Review (Embedded Colleges).

Higher Education Review (Foreign Providers) (From January 2016 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	<ol> <li>The quality of student learning opportunities.</li> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 1-3 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 1-3. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Review Graphic until they have passed a partial or full HER (FP) review.
	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Review Graphic use
Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	The continuing management of its responsibilities for academic standards, management and improvement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.

	<ul> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	
NB. Providers who make commendable progress in one annual monitoring visit for Educational Oversight may not be required to receive a monitoring visit the following year. Providers that have had a Higher Education Review (Foreign Providers), where they have achieved at least one commendable judgement, all relevant expectations were met and the risk attached to all relevant expectations in the review is low, may not be required to receive a monitoring visit the following visit the following year.		

Higher Education Review (Foreign Providers) is the Quality Assurance Agency for Higher Education's (QAA's) review method for recognised overseas providers offering full courses in the UK. (Providers offering only short-term study abroad courses will continue to be reviewed by through the Recognition Scheme for Educational Oversight (RSEO) method).

# **Annex 3: Further information**

Information on the QAA Review Graphic: <u>www.qaa.ac.uk/reviews-and-reports/how-we-review-higher-education</u>

QAA's copyright policy: www.qaa.ac.uk/about-us/corporate-governance/policies

About QAA's review methods: <u>www.qaa.ac.uk/reviews-and-reports/how-we-review-higher-education</u>

## Contact

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