



QAA Quality Mark Terms and Conditions of Use for Providers in Scotland

Introduction

- 1 QAA is a world-leading quality agency with unmatched experience of providing impartial regulatory and collaborative quality assurance and enhancement. We work across the UK and internationally to ensure that students and learners experience the highest possible quality of education. To this end, we license the QAA Quality Mark to eligible providers, in order to assure the public that the provider has undergone a QAA review and achieved a successful result through an independent quality assurance process.
- 2 Definitions are listed in Annex 1.
- 3 All Intellectual Property Rights for the QAA Quality Mark are the property of QAA. Use of the QAA Quality Mark is subject to written permission by QAA. If the QAA Quality Mark is reproduced or otherwise used by any person without such permission, QAA may seek to enforce its rights over its property through legal action. Details of [QAA's Copyright Policy](#) can be found on the QAA website.
- 4 The QAA Quality Mark can only be used by providers following a positive QAA review, under licence and according to the qualifying criteria listed below.
- 5 QAA reserves the right to alter these terms and conditions at any time. Changes to the QAA Quality Mark terms and conditions will be confirmed to you in writing.

Qualifying criteria

- 6 Only eligible providers who have been granted permission by QAA are permitted to use and display the QAA Quality Mark. Full details of judgements and criteria for providers in Scotland are as follows:

Table 1:

QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to allow use of QAA Quality Mark
TQER - Tertiary Quality Enhancement Review (Scotland) (cyclical institutional review method)	Whether the institution meets sector expectations in managing academic standards, enhancing the quality of the learning experience it provides and enabling student success, currently,	• Effective in managing academic standards, enhancing the quality of the learning experience and enabling student success.	A judgement of, Effective in managing academic standards, enhancing the quality of the learning experience and enabling student success on publication of the initial TQER report or, in the case of TQER

	and has the quality assurance and enhancements arrangements in place to enable this into the future.	• Partially effective in managing academic standards, enhancing the quality of the learning experience and enabling student success. • Not effective in managing academic standards, enhancing the quality of the learning experience and enabling student success.	re-review, the publication of the report of the follow-up activity confirming an upgraded 'effective' judgement.
Educational Oversight Review - Full component	Whether the provider is fully aligned with the Sector-Agreed Principles of the UK Quality Code for Higher Education.	• Fully aligned with the Sector-Agreed Principles of the UK Quality Code for Higher Education • Requires action to be fully aligned with the Sector-Agreed Principles of the UK Quality Code for Higher Education. Is not aligned.	Fully aligned with the Sector-Agreed Principles of the UK Quality Code for Higher Education.
Educational Oversight Review – Full component Annual monitoring	Whether progress is being made on implementation of the action plan.	• Commendable progress • Acceptable progress • Inadequate progress.	• Commendable progress or • Acceptable progress.
Educational Oversight Review – Core component	Whether the provider meets the Home Office's quality assurance requirements for educational oversight.	• Meets the Home Office's quality assurance requirements for educational oversight. • Requires action to meet the Home Office's quality assurance requirements for	2. Meets the Home Office's quality assurance requirements for educational oversight.

		educational oversight. 1. Does not meet the Home Office's quality assurance requirements for educational oversight.	
Educational Oversight Review – Core component Annual monitoring	Whether progress is being made on implementation of the action plan.	• Commendable progress. • Acceptable progress. • Inadequate progress.	• Commendable progress or • Acceptable progress.

- 7 When two or more eligible participants providers merge, QAA will confirm the newly merged provider's eligibility to use the QAA Quality Mark in writing. If one or more of the participants providers merging is not eligible to use the QAA Quality Mark, the licence may be terminated with immediate effect of QAA's decision that the new provider is ineligible.
- 8 When an eligible QAA Quality Mark participant provider splits into two separate entities, QAA will confirm each provider's eligibility to use the QAA Quality Mark in writing. If one or both providers are no longer eligible to use the QAA Quality Mark, the licence may be terminated with immediate effect.

Issue and use of the QAA Quality Mark

- 9 The permission and graphic files will be issued by email on notification of publication of a QAA review report on the QAA website which meets the qualifying criteria.
- 10 At the point at which the graphic files for the QAA Quality Mark are supplied, QAA will grant you a non-exclusive royalty-free, non-transferable licence to use the QAA Quality Mark subject to our terms and conditions of use. The licence shall remain in force from the date of despatch of the graphic files, while you remain eligible or until such licence is withdrawn by QAA, whichever is earlier.
- 11 You may use the QAA Quality Mark 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. When using the QAA Quality Mark, you must comply with the specifications set out in Annex 2.

Misuse of the QAA Quality Mark

- 12 You must use the QAA Quality Mark only in relation to your eligible review status and according to the terms and conditions of this licence (including the specifications given in Annex 2), 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.

- 13 You shall not apply for, or obtain, registration of the QAA Quality Mark for any goods or services in any country.
- 14 You shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises the QAA logo, QAA word mark or QAA Quality Mark.
- 15 Your right to use the QAA Quality Mark under this licence may not be sub-licensed.
- 16 The QAA Quality Mark may not be used by any of your partners unless they have been granted permission by QAA having met the eligibility criteria through a separate eligible review from your own.
- 17 We may withdraw the licence to use the QAA Quality Mark in the following circumstances:
 - i. If the QAA Quality Mark is used in any way which, in our opinion, adversely affects QAA or QAA's reputation
 - ii. If its use is in breach of these terms and conditions
 - iii. If any providers are found to be using the QAA Quality Mark without a licence.
- 18 Notification of withdrawal of the licence to use the QAA Quality Mark will be via email to the provider's representative requesting removal of all references to the QAA Quality Mark from the provider's website and any electronic or hard copy materials including any displays within the provider's premises. Failure to comply with a notification of withdrawal of the licence to use the QAA Quality Mark will result in the commencement of legal proceedings against the provider.
- 19 You should immediately notify QAA, providing full details, of any threatened or actual third-party infringement or abuse of the QAA Quality Mark, including by another provider, which comes to your attention.

Liability

- 20 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 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 Quality Mark on them. You should therefore satisfy yourself that your communications fulfil all of their intended purposes including legal purposes.
- 21 You shall indemnify QAA against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss or 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.
- 22 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.

Governing law

- 23 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.

Information not covered by this licence

- 24 If you wish to use any of QAA's logos or information outside of the scope of this licence, you must request from QAA and be granted by QAA a separate licence for such additional use.
- 25 Any use of QAA copyright material, graphics and logos is covered by our [Copyright Policy](#), which is available on our website.
- 26 Requests for use of any QAA copyright material, graphics and logos should be made in writing to: marcoms@qaa.ac.uk

Contact us

For help and advice on using the QAA Quality Mark, please contact us at: nations@qaa.ac.uk

Annex 1 – Definitions

“Eligible Provider” means a provider that is eligible to use the QAA Quality Mark as they satisfy the qualifying criteria.

“Intellectual Property Rights” means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.

“Licence” means the licence to use the materials that is the subject of these terms and conditions of use.

“Provider” means higher education providers in Scotland.

“QAA logos” means any or all symbols, designs or words adopted by QAA to identify its products or services.

“QAA Quality Mark” means the mark that is issued to providers who satisfy the qualifying criteria under these Terms and Conditions of Use.

***QAA trademarks** means any or all symbols, marks or words legally registered under any jurisdiction or established by use as representing QAA or QAA products or services.

Annex 2: Specifications for using the QAA Quality Mark

Format

We will supply eligible providers with graphic files in EPS, JPEG and PNG format.

Size, colour and placing

The proportion and relative position of the parts that make up the QAA Quality Mark must not be modified or altered in any way. The Mark should not be used smaller than the minimum size of 50mm width (189px).

The QAA Quality Mark must always appear as supplied, in its original colours. The Mark is supplied in full colour, white and dark grey. It is preferred that the full colour Mark is used where design allows. Other colours cannot be substituted. Deviation from this approach may be permitted in special circumstances but only with the explicit prior approval of QAA.

Always allow the QAA Quality Mark as much space as possible to enable it to appear prominently without interference from other text or graphic material. The position of the Quality Mark should be no less than 10mm from the edge of a page, and a minimum of 10mm from any other text and graphics.

Where the QAA Quality Mark is displayed alongside other QAA graphics - such as the QAA Membership Badge - all graphics should be displayed at the same size and in proportion with each other.

Accessibility and 'alternative text'

To enhance accessibility, where the QAA Quality Mark is used on websites or other digital platforms, we advise that the following 'alternative text' is used: **QAA Quality Mark**.

Hyperlinks

It is a condition of this licence that where the QAA Quality Mark is used on a website, there must also be a hyperlink directly to the provider's review page on the QAA website: www.qaa.ac.uk/reviewing-higher-education/quality-assurance-reports

To implement this in a way which incorporates best practice to enhance accessibility, we advise displaying the following text underneath the QAA Quality Mark and embedding the hyperlink within this text, as shown here: **'Read our latest QAA review report.'**

The URL of your report will be included with the graphic files in the email sent upon publication of your review report.

The QAA Quality Mark



Recommended format

- Website/digital: PNG or JPEG
- Printed material: EPS

Minimum size

- 50mm width (189px)

Note: Ownership of the QAA Quality Mark, the artwork, electronic files and all reproductions of it remain the copyright and property of QAA.

Contact us

For help and advice on using the QAA Quality Mark, please contact QAA at:
marcoms@qaa.ac.uk

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