

# QAA Terms and Conditions for International Quality Review with Accreditation



## Definitions

The following terms shall have the following meanings:

**'Accreditation'**: formal recognition by QAA further to IQR that an Institution meets the quality standards of the ESG, entitling the Accredited Institution to make use of the QAA Accreditation Badge.

**'Accredited Institution'**: An Institution upon which the QAA Accreditation Panel has conferred Accreditation.

**'Action Plan'**: the plan drawn up by the Institution in agreement with QAA to address any recommendations arising from the IQR.

**'Application Form'**: QAA's IQR 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 Badge, as amended by QAA from time to time, which shall be binding upon Accredited 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 IQR. 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 manuscript and 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'**: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**'Eligibility Criteria'**: the criteria listed in the Guide, which any Institution must meet in order to progress from the Application Stage to the Scoping 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 the Institution as detailed herein.

**'Guide'**: QAA-published guidance entitled: *International Quality Review: Guidance* as amended from time to time, or any guidance replacing it.

**'Institution' or 'Institutions'**: the non-UK higher education provider(s) applying for or undergoing IQR or who have been Accredited by QAA.

**'IQR'**: any Stage or Stages of the International Quality Review with Accreditation method operated by QAA, and all associated procedures and any replacement thereof.

**'Licence'**: a non-exclusive licence granted by QAA to the Institution for the use of the QAA Accreditation Badge, comprising these Terms and Conditions and any Brand Guidelines provided to an Accredited 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.

**'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 all the standards for IQR'*.

**'QAA'**: The Quality Assurance Agency for Higher Education, a company limited by guarantee registered in England and Wales number 3344784, registered charity numbers 1062746 and SC037786.

**'QAA Accreditation Badge'**: the QAA-owned graphic that Accredited Institutions are permitted to use under Licence.

**'QAA Accreditation Panel'**: the panel of individuals convened by QAA to determine to award Accreditation to an Institution on the recommendation of a Review Team.

**'QAA Trademarks'**: the marks registered by QAA with the Intellectual Property Office and/or the European Intellectual Property Office.

**'Review Manager'**: the QAA member of staff nominated by QAA to be the main point of contact with the Institution undergoing IQR.

**'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 visit to the Institution that takes place as part of Stage 3 or Stage 5 of the IQR.

**'Scoping Team'**: two representatives of QAA who are trained to undertake scoping work.

**'Scoping Visit'**: the visit by the Scoping Team to the Institution for the purpose of assessing the Institution's suitability for IQR.

**'Stage' or 'Stages'**: any stage, or combination of stages of IQR, as defined in these Terms.

**'Terms and Conditions'**: shall mean these QAA Terms and Conditions of International Quality Review for Accreditation.

## **International Quality Review**

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

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

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

### **Stages of review**

5 IQR takes place in five stages:

- Stage 1: Application Stage
- Stage 2: Scoping Stage
- Stage 3: Review Stage
- Stage 4: Accreditation
- Stage 5: Mid-Cycle Review.

6 Together, the Stages, or any combination of them, make up the IQR.

7 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: Application**

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

9 Where QAA judges that an Institution is not eligible for IQR, the Institution may reapply for Stage 1 after the completion of further development, provided that the Institution's application is appropriately updated, and the Stage 1 Fee is paid in full.

### **Stage 2: Scoping**

10 The length of the Scoping Stage, composition of the Scoping Team and length of the Scoping Visit will be determined by QAA, based on the size of the Institution and its education provision.

11 The Scoping Stage will culminate in QAA's recommendation on the Institution's suitability to undertake Stage 3. Where QAA determines that the Institution is not ready to proceed, the Institution will not be eligible to undertake Stage 3 of IQR. QAA's decision in relation to the recommendation to progress or not to Stage 3 is final.

12 If the Institution is not recommended to proceed to Stage 3, QAA may provide recommendations on areas for development and capacity building. At QAA's discretion, it may permit an Institution that has been unsuccessful at the Scoping Stage to implement any recommendations, with a view to progressing to Stage 3 without needing to repeat the Stage 1. However, this is entirely at QAA's discretion and the Institution will bear any additional costs that are incurred as a result (such costs not being included in the Fee or Fees).

13 Successful completion of Stage 2 does not guarantee a successful outcome at Stage 3.

### **Stage 3: Review**

14 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 size of the Institution and its education provision.

15 Stage 3 will culminate in a recommendation from the Review Team to the QAA Accreditation Panel regarding whether the Institution meets the standards of IQR.

### **Stage 4: Accreditation**

16 The decision to award Accreditation will be made at the sole discretion of the QAA Accreditation Panel.

17 Only Institutions that have met all standards for IQR in the Stage 3 Review will be eligible for Accreditation. Where the Institution is deemed to meet all standards for IQR subject to meeting specific conditions, the decision to award Accreditation will be deferred until the completion of the actions in the Institution's Action Plan and will be at the sole discretion of the QAA Accreditation Panel.

18 If the Institution is deemed by the QAA Accreditation Panel to be eligible, the Institution will have the right to use the QAA Accreditation Badge in accordance with the provisions of the Licence.

19 Stage 4 of IQR culminates in the publication by QAA of a report containing the overall outcome and key findings of the IQR.

20 QAA shall publish the details of Institutions eligible for Accreditation in its register of accredited international providers.

### **Stage 5: Mid-Cycle Review**

21 Accredited Institutions must complete a successful Stage 5 Mid-Cycle Review in order to retain Accreditation for the maximum, five-year period. The timing of the Mid-Cycle Review will be agreed between the Institution and QAA, provided that QAA shall determine the latest date at which Stage 5 can be completed.

22 If the Institution does not, for any reason, undergo Stage 5, 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 Accreditation Badge shall be automatically terminated. The Institution undertakes not to use the QAA Accreditation Badge, or to continue to hold itself out as an accredited institution after the termination of Accreditation, and shall indemnify QAA for any loss or damage sustained as a result of any unauthorised or unlicensed use.

23 The continuation of Accreditation for the maximum, five-year period will be subject to the Institution attaining a Positive Outcome in the Mid-Cycle Review. Where the Institution does not receive a Positive Outcome, is judged to meet the IQR standards subject to conditions, 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 IQR standards continue to be met, the QAA Accreditation Panel shall have the right to withdraw or revoke Accreditation with immediate effect.

24 Where an Institution receives a Positive Outcome in a Stage 5 Mid-Cycle Review, the QAA Accreditation Panel shall extend the Institution's Accreditation validity to the maximum, five-year period.

### **Action plan**

25 Institutions that the Review Team judges '*do not meet the standards for IQR*', or '*meet all the standards for IQR subject to conditions*' at Stage 3 or Stage 5 must produce an Action Plan addressing the recommendations resulting from the Review and share this with QAA.

26 QAA will monitor the Action Plan, and the Institution will have 12 months from the end of the relevant Stage to complete and demonstrate progress against the actions in the Action Plan.

27 Where the Action Plan is signed off by QAA within 12 months, the Institution shall be eligible to proceed to the next applicable Stage.

28 Where the Action Plan is not signed off by QAA within 12 months, the Institution shall not be eligible to proceed, and IQR shall terminate. If the Institution seeks to re-engage with IQR after the 12-month Action Plan period, the Institution shall be required to complete the preceding Stages again.

### **Fees**

#### **Invoices**

29 QAA will raise an invoice to the Institution in advance of Stages 1 to 3 of IQR in respect of the Fee payable for that Stage. Payment of the invoice will be due within 14 days of the date of the invoice. Invoices will be raised and payable in pounds sterling (GBP).

30 QAA shall be under no obligation to commence any of the Stages of IQR 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.

31 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 IQR and invoice for all activities undertaken up to the cessation of IQR activities by QAA.

#### **Tax**

32 The Fees for each Stage of IQR 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

33 The Fee payable for Stage 1 is a set Fee, irrespective of the size of the Institution. The Stage 1 Fee will be confirmed by QAA at the Institution's request.

### Stage 2

34 The Fee payable for Stage 2 is calculated based on the complexity of provision at the Institution, which dictates the length of the Scoping Visit. The Stage 2 Fee will be confirmed by QAA to eligible Institutions at the conclusion of Stage 1.

35 The Stage 2 Fee does not include any additional costs incurred by QAA if an Institution fails to progress from Stage 2 to Stage 3, but is given an opportunity to implement recommendations in order to progress without repeating Stage 1. In such circumstances, the Institution will receive separate notification of the additional Fee payable.

### Stage 3

36 The Stage 3 Fee, which includes the Fees for Stages 4 and 5, will also be calculated based on the complexity of provision at the Institution, and will be confirmed by QAA to eligible Institutions at the conclusion of Stage 2.

37 The Stage 3 Fee does not include any additional costs incurred by QAA if an Institution is found to be unsuccessful at the Stage 3, save for the fulfilment of minor recommendations, and decides to implement measures that would permit those recommendations to be met, subject to further review and consideration by QAA. A separate Fee is payable for any additional costs incurred by QAA in determining whether minor recommendations identified in the course of Stage 3 have been fulfilled to enable the Institution to proceed to Stage 4. This Fee will be dependent on the scale and complexity of the reconsideration necessary, and will be calculated by QAA and communicated to the Institution on request.

38 If, at any Stage, QAA judges that the Institution is not eligible to progress to the next Stage, there will be no refund of any Fee paid.

### **Additional costs**

39 The Fee for each applicable Stage excludes the following, which, where applicable, will be arranged and paid for directly by the Institution:

<b>Additional Cost</b>	<b>Minimum required standard to be observed</b>
International return flights from the UK to the Institution's home country (airports to be agreed with QAA) for the Scoping Team, Review Team, Mid-Cycle Review Team or Review Manager.	Flights must be at least economy class if the flight is less than six hours, and business class if the flight is six hours or more
Travel and subsistence in the Institution's home country for the Scoping Team, Review Team, Mid-Cycle Review Team, or Review Manager	Minimum three-star hotel accommodation with internet access; breakfast, lunch and dinner each day while on territory

40 The Institution must obtain agreement in writing from QAA before finalising any arrangements and/or bookings, and all arrangements and bookings must be finalised and completed at least two weeks before the date of the applicable Visit.

## **Accreditation**

### **Eligibility and validity**

41 Only eligible Institutions that have been Accredited by the QAA Accreditation Panel are permitted to use and display the QAA Accreditation Badge. Use of the QAA Accreditation Badge must be in accordance with the terms of the Licence.

42 Accredited Institutions are permitted to make the following statement: *“[Institution Name] has received a successful International Quality Review from the UK’s Quality Assurance Agency for Higher Education (QAA), undertaken in [Month] [Year], in acknowledgement that at the time of the review [The Institution] met the standards set out by QAA’s International Quality Review process, and has been awarded QAA International Accreditation until [Month] [Year].”* Amendments to the wording of this statement are not permitted without the prior, written consent of QAA.

43 Accreditation, and the Licence to use the QAA Accreditation Badge, shall remain in force from the date of notification of the accreditation decision by QAA for a maximum period of five years, *unless* Accreditation is terminated further to unsuccessful Stage 5 Mid-Cycle Review, or until Accreditation is withdrawn by QAA in accordance with these Terms and Conditions, whichever is the earlier.

44 Accreditation is not transferrable.

### **QAA Accreditation Badge**

45 Accredited Institutions are permitted to use the QAA Accreditation Badge in accordance with the following terms and the Brand Guidelines provided by QAA, which shall together constitute the Licence.

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

47 The Accredited Institution may use the QAA Accreditation Badge on all forms of communication related directly to them and programmes delivered by them, as specified in the IQR and subject to these Terms and Conditions. The QAA Accreditation Badge may also be used at, or in communications relating to, any campuses that are an integral part of the Accredited Institution and which were included in the scope of the IQR. The Institution is fully responsible for ensuring that the QAA Accreditation Badge 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.

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

49 The Institution shall not apply for, or obtain registration of, the QAA Accreditation Badge for any goods or services in any country.

## **Termination**

50 QAA may, at its discretion, terminate Accreditation, and with it the right to use the QAA Accreditation Badge, 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 Stage 5 Mid-Cycle Review
- d) the Institution is closed or is merged or amalgamated with another Institution
- e) the Institution or any of its partners breaches these Terms and Conditions in respect of the QAA Accreditation Badge and/or misuses QAA's intellectual property rights
- f) the QAA Accreditation Badge 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
- g) the Institution changes its name
- h) QAA is required to do so for its own operational reasons at any time
- i) QAA considers that factors or information exists such that the Institution's continued use of the QAA Accreditation Badge causes or may cause, in QAA's opinion, confusion or concern in the public domain.

51 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 Accreditation Badge
- b) remove the QAA Accreditation Badge from all communications
- c) withdraw those communications featuring the QAA Accreditation Badge from circulation within seven days of notification of withdrawal or suspension of its Licence
- d) procure that any partners of the Institution using the QAA Accreditation Badge comply with this clause also.

52 If the Institution fails to remove the QAA Accreditation Badge 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 Accreditation Badge.

## **General Terms and Conditions**

### **QAA Trademarks**

53 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.

### **Insurance, Liability and Indemnity**

54 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.

55 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.

56 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.

57 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 IQR or (ii) the Review Report.

58 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 IQR 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**

59 During IQR 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.

60 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 IQR as soon as they become aware of such.

61 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**

62 The intellectual property rights in all works created by or on behalf of QAA during IQR, including specifically any written reports, shall vest in QAA. All copyright of written work produced by QAA during the course of providing the IQR shall vest in QAA.

### **Data Protection**

63 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.

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

65 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.

66 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.

67 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**

68 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.

69 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 IQR 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 the its own purposes or for any purpose other than those relating to IQR
- c) through any failure to exercise due care and diligence cause any unauthorised disclosure of any Confidential Information.

- 70 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**

71 QAA reserves the right to publish or provide information on the outcome of IQRs, 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.

72 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**

73 QAA may, at its discretion, terminate any Stage of IQR with immediate effect by serving notice on the Institution in the event of any one or more of the following events occurring:

- a) the Institution reneges on any of the 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 IQR
- d) the Institution breaches any QAA procedure, term or condition, or is the subject of 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 ceases to meet the Eligibility Criteria at any point throughout the IQR process, prior to publication of the Review Report
- f) there is a change of control at the Institution.

74 The decision to terminate IQR in any of these circumstances rests solely with QAA, and QAA's decision is final.

75 Without prejudice to any other right or remedy it may have, either Party shall be entitled, but not obliged, to terminate the IQR 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 after being given notice by the other to do so
- 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**

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

77 QAA will acknowledge withdrawal in writing; once acknowledged, withdrawal cannot be retracted.

78 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.

### **Variations**

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

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

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

82 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.

### **Severability**

83 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**

84 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.

85 Notices shall be deemed to have been received:

- a) if sent by email, when received if received during normal business hours (9.00am to 5.00pm), and if received outside normal business hours, at 9:00am on the next business day; or
- b) if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Business Day after posting, or at the time recorded by the delivery service

86 These provisions shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **Dispute Resolution**

87 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 IQR. In the event that the Parties are unable to reach a mutually acceptable solution to the dispute, the Parties agree that the matter may be referred to the International Court of Arbitration.

### **Contract (Rights of Third Parties) Act 1999**

88 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**

89 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**

90 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**

91 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**

92 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.