



QAA Terms and Conditions for International Quality Review

About QAA

The Quality Assurance Agency for Higher Education (QAA) is the independent body entrusted with monitoring and advising on standards and quality in UK higher education. In the UK QAA works with higher education providers, students and all those with a mutual interest in higher education to ensure students working towards a UK qualification get the higher education experience they are entitled to expect.

In addition, QAA takes a leading role in international developments in standards and quality, working not just to maintain but to enhance and reinforce the quality and integrity of the UK's higher education sector in the international sphere.

QAA is a full member of the European Association for Quality Assurance in Higher Education (ENQA). Following its review in 2013, QAA was the first agency to be judged fully compliant with the Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG).

QAA is listed on the European Quality Assurance Register (EQAR) in recognition of its compliance with the ESG.

QAA is a full member of the International Network for Quality Assurance Agencies in Higher Education (INQAAHE), and in 2014 INQAAHE found QAA to be comprehensively aligned with the INQAAHE Guidelines of Good Practice.

QAA is an observer of the Asia-Pacific Quality Network (APQN), and in 2015 QAA was recognised by APQN for its efforts in achieving international cooperation in assuring the quality of cross-border education.

General

International Quality Review (IQR) by QAA does not confer any legal or funding benefits or status and is not a form of accreditation.

Institutions must not describe their status in a misleading or ambiguous way at any time and must avoid the publication of any information from which a reader might infer: that IQR by QAA confers any legal or funding benefits, that it confers degree awarding powers, or that it is a form of accreditation.

IQR is a voluntary review method for higher education institutions from outside of the UK (and who are not operating in the UK) who seek an international review for their higher education provision. The overall aim of IQR is to recognise where the quality assurance processes of a higher education institution outside the UK is operating in comparable terms to standards set within the European Higher Education Area (EHEA), using internationally recognised external quality assurance processes.

Definitions

The following terms shall have the following meanings:

'Application Form' shall mean QAA's formal application form for IQR and all supporting documentation as detailed therein;

'Eligibility Criteria' shall mean the criteria listed in the IQR Handbook, which any Institution must meet in order to progress from the Eligibility Stage to the Scoping Stage;

'Eligibility Stage' or 'First Stage' shall mean the first stage of IQR as detailed in the IQR Handbook;

'ESG' shall mean the Standards and Guidelines for Quality Assurance in the European Higher Education Area operated by ENQA, and all associated procedures and any replacement thereof;

'ENQA' shall mean the European Association for Quality Assurance in Higher Education;

'Fee or Fees' shall mean the charges due to QAA from the Institution as detailed herein;

'Institution' or 'Institutions' shall mean the international non-UK higher education provider(s) applying for, undergoing, or who have achieved IQR with QAA;

'IQR' shall mean the International Quality Review method operated by QAA, and all associated procedures and any replacement thereof;

'IQR Graphic' shall mean the International Quality Review graphic as set out in Annex 1;

'IQR Handbook' shall mean QAA's International Quality Review Handbook as amended from time to time and which is owned by QAA;

'Licence' shall mean a non-exclusive licence granted by QAA to the Institution for the use of QAA's IQR Graphic;

'Party' or 'Parties' shall mean QAA and/or the Institution;

'Peer Review Panel' shall mean a three-person panel, made up of one UK peer reviewer, one UK student reviewer, and one non-UK (international) peer reviewer, who will undertake the Review Stage or IQR;

'QAA' shall mean 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 Global Mark' means the QAA global mark set out in Annex 1;

'QAA Logo Mark' means the QAA logo mark set out in Annex 1;

'QAA Quality Mark' means the QAA quality mark set out in Annex 1;

'QAA Review Graphic' means the QAA review graphic set out in Annex 1;

'QAA Word Mark' means the word mark listed in Annex 1;

'Review Manager' shall mean the QAA member of staff nominated by QAA to be the main point of contact with the Institution undergoing IQR;

'Review Report' shall mean the report produced by the Review Team following the Review Visit;

'Review Stage' or 'Third Stage' shall mean the third and final stage of the IQR as detailed in the IQR Handbook;

'Review Team' shall mean the team selected by QAA to undertake the Review Visit;

'Review Visit' shall mean the visit to the Institution that takes place as part of the Review or Third Stage of the IQR;

'Scoping Stage' or 'Second Stage' shall mean the second stage of the IQR as detailed in the IQR Handbook;

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

'Scoping Visit' shall mean the visit by the Scoping Team to the Institution for the purpose of assessing the Institution's suitability for IQR;

'Screening Committee' shall mean the committee established by QAA to consider applications for IQR;

'Terms and Conditions' shall mean these QAA Terms and Conditions of International Quality Review.

International Quality Review

IQR offers Institutions the opportunity to undergo a review against international quality assurance standards for higher education by QAA, subject to meeting the Eligibility Criteria and successful completion of the Scoping Stage of IQR.

IQR takes place in three stages: the Eligibility or First Stage, the Scoping or Second Stage, and the Review or Third Stage. IQR culminates in the publication of a report containing the overall outcome and key findings of the IQR; if the review is successful, the Institution will be licenced to use QAA's IQR Graphic.

IQR is open to non-UK providers of higher education; applications for IQR should be made using QAA's Application Form for IQR, of which these Terms and Conditions form part.

Full details of the IQR process can be found in the IQR Handbook.

The Institution will provide such information as may be required by QAA to enable QAA to undertake IQR. All information and any other materials to be supplied or provided to QAA by the Institution in connection with IQR shall be delivered, made available, transmitted and/or collected at the cost and risk of the Institution.

Eligibility Stage/First Stage

Completed Application Forms will be screened by the Screening Committee to establish if the Institution meets the Eligibility Criteria. The decision of the Screening Committee is final.

Scoping Stage/Second Stage

In the event that an Institution meets the Eligibility Criteria, is approved by QAA to proceed to the Scoping Stage and wishes to proceed, QAA will visit the Institution and carry out a Scoping Visit, the purpose of which is to enable QAA to learn more about the Institution and also for the Institution to learn more about the IQR process.

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

During the Scoping Stage QAA will gather further information about the Institution in order to evaluate whether the Institution is suitable to undergo the Review Stage of IQR. At the Scoping Stage QAA will subjectively determine whether an Institution is ready to undergo IQR.

Prior to the Scoping Stage visit QAA will advise the Institution who it would like to meet and what the main lines of enquiries are.

Following the Scoping Stage QAA will issue a letter to the Institution providing a recommendation to the Institution on its suitability to undertake the Review Stage of IQR. Details on how this conclusion is reached will be provided to the Institution in this letter.

If the Scoping Stage is successful, and the Institution is recommended to proceed to the Review Stage, the Institution will then be invited to decide whether it wishes to progress to the Third Stage of IQR.

If the Institution is not recommended to proceed to the Review Stage it cannot progress to this Third Stage of IQR, and 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 the Review Stage/Third Stage, without needing to repeat the Eligibility Stage. 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).

QAA's decision in relation to the recommendation to progress or not to the Review Stage of IQR is final.

Review Stage/Third Stage

Following the Institution's successful completion of the Scoping Stage of IQR, and the Institution's decision to proceed to the Review Stage, a Review Visit to the Institution will be undertaken by the Peer Review Panel and the Review Manager at the premises of the Institution.

Following the Review Visit the Peer Review Team will finalise the key findings of the IQR and work with the Review Manager to present these, along with the supporting analysis, in a report that is published on QAA's website.

Upon agreeing with QAA to progress to the Review Stage the Institution will receive a finalised timeline for its IQR, including due dates for carrying out its own responsibilities, as well as full briefing material to support it through preparing for the Review Stage.

Full details of QAA's and the Institution's responsibilities can be found in the IQR Handbook.

Timeline

An indicative (but not binding) timeline for IQR is set out below.

Time	Activity
On application for IQR	QAA and Institution confirm contact details of the Institution's facilitator and QAA's nominated Review Manager.
Approximately 4 months prior to the Review Visit	QAA informs the Institution of the membership of the Review Team.
Approximately 3 months prior to the Review Visit	Institution uploads self-evaluation and supporting evidence to QAA's electronic folder. The Review Team begins the desk-based analysis.
Approximately 9 weeks prior to the Review Visit	The Review Manager informs the Institution of any requests for additional documentary evidence.
Approximately 6 weeks prior to the Review Visit	The Institution uploads any additional evidence (if required).
Approximately 4 weeks prior to the Review Visit	The Review Team holds its first team meeting to discuss the desk-based analysis and agree the programme for the Review Visit. The Review Manager informs the Institution of: <ul style="list-style-type: none"> • the Review Team's main lines of enquiry • who the Review Team wishes to meet • any further requests for documentary evidence.
Review Visit	Review Visit takes place
Approximately 2 weeks after the Review Visit	QAA officer sends key findings letter to the Institution.
Approximately 6 weeks after the Review Visit	QAA sends a draft Review Report to the Institution, and the Institution's lead student representative, where relevant.
Approximately 9 weeks after the Review Visit	The Institution and its lead student representative, where relevant, provide the Review Manager with factual corrections to the Review Report (incorporating any comments from collaborating partners).
Approximately 12 weeks after the Review Visit	QAA publishes the Institution's report and issues a press release.
Approximately 22 weeks after the Review Visit	The Institution publishes its action plan on its website.

Fees

QAA will raise an invoice to the Institution in advance of each Stage 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. QAA shall be under no obligation to commence any of the Stages of IQR until payment of the invoice (or any other invoices that have not been paid by the Institution) has been received in full in cleared funds.

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.

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 per cent 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.

Fee - Eligibility Stage

The current Fee for application for IQR is available upon request. This Fee covers the Eligibility Stage only and is a set Fee irrespective of the size of the Institution.

Fee - Scoping Stage

The Fee for the Scoping Stage is calculated based on the complexity of provision, which dictates the visit length, and will be calculated by QAA upon request by the Institution. The Scoping Stage Fee includes:

- two QAA-nominated representatives to carry out an initial desk-based assessment of selected information, which will be provided to QAA by the Institution upon request
- two QAA-nominated representatives to carry out a Scoping Visit at the Institution's nominated campus in its designated city and country on dates to be agreed between the Parties
- an official QAA letter to the Institution providing the outcomes of the Scoping Visit, and, where unsuccessful, areas for development and capacity building
- UK travel and subsistence costs for the two QAA-nominated representatives
- administrative support in the UK to facilitate the Scoping Visit.

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

Fee - Review Stage

QAA's Fee for the Review Stage will be calculated by QAA upon request by the Institution. This Review Stage Fee includes:

- a Review Manager and an administrator to arrange and manage the Review Stage
- a Peer Review Panel, which will carry out the Review in line with the IQR Handbook
- a Review Visit on dates agreed between the Parties, at the Institution's nominated campus in its designated city and country, conducted by the Peer Review Panel, accompanied by the Review Manager
- an official QAA report on the Institution, providing the outcomes of IQR
- if successful, the provision of an IQR Graphic for use by the Institution for up to three years from the date of issue
- the cost of all meetings relevant to the Review Stage that take place in the UK

- UK domestic travel and subsistence costs for the Peer Review Panel and the Review Manager.

The Review Stage Fee does not include any additional costs incurred by QAA if an Institution is found to be successful at the Review Stage, save for the fulfilment of minor recommendations. A separate Fee is payable for any additional costs incurred by QAA in determining whether those minor recommendations have been fulfilled.

Fees - Exclusions

The Scoping Visit Fee excludes the following, which will be arranged and paid for directly by the Institution:

- international return flights from the UK to the Institution's home country for the two QAA-nominated representatives, economy class if the flight is less than six hours, and premium economy or business if premium economy is unavailable if the flight is six hours or more - the Institution must obtain agreement in writing from QAA to the Scoping Visit itinerary 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 Scoping Visit
- travel and subsistence in the Institution's home country for the two QAA-nominated representatives, to be provided in accordance with QAA's contractual obligations to QAA-nominated representatives (including three-star hotel accommodation or better, internet access, breakfast, lunch and dinner each day while on territory).

The Review Stage Fee excludes the following, which will be arranged and paid for directly by the Institution:

- international return flights from the UK to the Institution's home country for the Review Manager, the UK peer reviewer and the UK student reviewer, economy class if the flight is less than six hours, and premium economy or business if premium economy is unavailable if the flight is six hours or more - the Institution must obtain agreement in writing from QAA to the Review Visit itinerary 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 Review Visit
- international return flights for the international peer reviewer from their country of residence to the Institution's home country, economy class if the flight is less than six hours, and premium economy or business if premium economy is unavailable if the flight is six hours or more - the Institution must obtain agreement in writing from QAA to the Review Visit itinerary 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 Review Visit
- travel and subsistence in the Institution's home country for the Peer Review Panel and the Review Manager (including three-star hotel accommodation or better, internet access, breakfast, lunch and dinner each day while on territory).

IQR Service

The services to be carried out by QAA that constitute IQR are as set out in the IQR Handbook.

Right to Re-consideration

In the event that QAA finds that an Institution has been unsuccessful in its IQR, and the Institution considers either that:

- there was a procedural irregularity in the IQR such that the legitimacy of the decision or decisions reached are called into question; or
- there is material that was in existence at the time which, had it been made available before the IQR was completed, would have influenced the judgements of the IQR team, and in relation to which there is a good reason for it not having been provided to the IQR team during the IQR

the Institution may submit a written representation to QAA, including evidence, to rebut the negative findings of its IQR within four weeks of receipt of its draft IQR report.

The representation will be considered by the IQR Review Team, which will formally respond to the points raised therein. The IQR Review Team's decision is final, but, in the event of any dispute or difference of opinion amongst the IQR Review Team, further to consideration of the representation, the final decision will be taken by QAA's Director of Quality Assurance.

IQR Graphic

QAA's mission is to safeguard standards and improve the quality of higher education; as part of that mission QAA is committed to improving public understanding of higher education standards and quality. To this end, QAA licenses the IQR Graphic for use by eligible non-UK higher education providers in order to assure the public that the Institution has undergone an IQR and achieved a successful result through an independent quality assurance process.

Upon a successful finding by QAA in its IQR, QAA shall grant to the relevant non-UK higher education provider a Licence subject to these IQR Terms and Conditions. Institutions are bound by all the obligations applicable to an eligible provider under these IQR Terms and Conditions if they make any use of the IQR Graphic.

Only eligible non-UK higher education providers that have been granted a Licence are permitted to use and display the IQR Graphic.

The Institution may only use the IQR Graphic under the Licence in the form supplied by QAA (see Annex 2). QAA shall supply to the Institution a graphic file containing the IQR Graphic, inclusive of the Institution's IQR valid from and to dates, as soon as reasonably practicable, upon a successful finding by QAA in its IQR.

The Licence shall remain in force from the date of the successful finding by QAA in its IQR until the date of the Institution's next QAA review, or until the Licence is withdrawn by QAA in accordance with these IQR Terms and Conditions, or three years from the grant of the Licence, whichever is the earlier.

Any goodwill generated by the Institution's use of the IQR Graphic shall accrue to and vest absolutely and exclusively in QAA. To the extent that such goodwill does not so vest, the Institution will hold it in trust for QAA. QAA may, at any time, call for a confirmatory assignment of that goodwill and the Institution shall promptly execute an appropriate assignment.

Institutions may use the IQR Graphic on all forms of communication related directly to it and programmes delivered by it, as specified in the IQR and subject to these Terms and Conditions. The IQR Graphic may also be used at, or in communications relating to,

any campuses that are an integral part of the Institution and which were included in the IQR. The Institution is fully responsible for ensuring that the IQR Graphic 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.

Use of the IQR Graphic in communications by the Institution must be limited in such a way as to allow the Institution to withdraw such communications with immediate effect in the event that this Licence is revoked by QAA.

The Institution's right to use the IQR Graphic may not be sub-licensed. The IQR Graphic may not be used by any of the Institution's partners without the express written consent of QAA. No partner institution shall be allowed to use the IQR Graphic unless they were specifically named in the Institution's IQR and agree in writing to be bound by these Terms and Conditions. The Institution is responsible for ensuring that such partners comply with these Terms and Conditions.

The Institution must only use the IQR Graphic in relation to its eligible provider status, according to these Terms and Conditions, and not in any way that will lead the public to believe that QAA endorses the Institution or parts of the Institution that have not been subject to a successful IQR.

The Institution shall not apply for, or obtain registration of, the IQR Graphic for any goods or services in any country.

QAA may, at its discretion, terminate a Licence with immediate effect in the event that:

- the Institution breaches any of these Terms and Conditions
- the Institution's IQR status changes in such a way that the Institution no longer meets the Eligibility Criteria
- the Institution is closed or amalgamated with another Institution
- the Institution or any of its partners breaches these Terms and Conditions in respect of the Licence and/or misuses QAA's intellectual property rights
- the Institution or any of its partners challenges the validity of the IQR Graphic or any trade mark registration containing the IQR Graphic in any territory
- the IQR Graphic 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
- the Institution changes its name
- QAA is required to do so for its own operational reasons at any time
- QAA considers that factors or information exists such that the Institution's continued use of the IQR Graphic causes or may cause, in QAA's opinion, confusion or concern in the public domain.

When two or more eligible Institutions merge QAA will confirm the eligibility of the newly merged institution to use the IQR Graphic. If one or more of the eligible Institutions merging is not eligible to use the IQR Graphic, the Licence held by the eligible Institution(s) will be terminated with immediate effect of QAA's decision that the new merged provider is ineligible.

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:

- cease all use of the IQR Graphic
- remove the IQR Graphic from all communications

- withdraw those communications featuring the IQR Graphic from circulation within seven days of notification of withdrawal or suspension of its Licence
- procure that any partners of the Institution using the IQR Graphic comply with this clause also.

If the Institution fails to remove the IQR Graphic 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 IQR Graphic.

QAA Trade Marks

These Terms and Conditions do not confer any rights on the Institution to make use of the QAA Global Mark, QAA Logo Mark, QAA Quality Mark, QAA Review Graphic, QAA Word Mark and/or any other QAA trade marks without the express permission of QAA.

The aforementioned marks and graphic are the property of QAA and their use, including their reproduction, is subject to written permission by QAA and is not permitted by these IQR Terms and Conditions. If one or more of the aforementioned marks or graphic 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.

The Institution hereby undertakes that it 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 Global Mark, QAA Logo Mark, QAA Quality Mark, QAA Review Graphic, QAA Word Mark or the IQR Graphic, or the reputation or goodwill associated with any one or more of them or QAA, or that may invalidate or jeopardise any registration of them in any country.

The Institution shall not apply for, or obtain, registration of any trade or service mark in any country that consists of, or comprises, or is confusingly similar to any of QAA's aforementioned marks or graphics.

QAA protects its intellectual property, and undertakes regular and frequent monitoring of the use of its logos, trade marks and copyrighted materials. Institutions that are found to be using any of QAA's aforementioned marks or graphics without a Licence may face legal action.

Institutions must notify QAA of any third-party infringement or abuse of any one or more of QAA's marks and graphics, including by another Institution, which comes to its attention immediately.

These Terms and Conditions are without prejudice to QAA's rights to enforce its intellectual property rights or rights arising under a Licence without first taking the steps referred to herein if, in our opinion, such action is necessary or desirable.

QAA provides no warranty or guarantee that the use of the IQR Graphic will not infringe the intellectual property or other rights of any third party.

Insurance and Liability

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.

Except in the case of personal injury or death caused by the 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.

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.

The Institution agrees that QAA has no liability for the contents of the Institution's communications channels or any legal consequences arising from them or from its use of the IQR Graphic on them. The Institution should therefore satisfy itself that its communications fulfil all of their intended purposes, including legal purposes.

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.

Indemnity

The Institution shall indemnify QAA 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 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.

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.

Business Ethics and Conflicts of Interest

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.

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.

QAA will take all reasonable steps to ensure that in carrying out IQR it meets its obligations and the requirements of the legislation set out herein. No QAA staff, associates or approved sub-contractors will knowingly commit an act rendered unlawful by any applicable legislation including but not limited to the Equality Act 2010, the Bribery Act 2010 or the Human Rights Act 1998, the Bribery Act (2010), the Data Protection Act (1998) and the Health and Safety at Work Act (1974); or any enactments modifying or replacing them.

Copyright and Reports

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. Without limitation, all reports; notes; memoranda; records; correspondence; documents; computer and other data storage media, such as disks; and any other documents and materials used during the IQR, and generated by or on behalf of QAA and/or already owned by QAA, shall be and shall remain

the property of QAA. All copyright of written work produced by QAA during the course of providing the IQR shall vest in QAA.

Data Protection

QAA will comply with the data protection principles under the Data Protection Act 1998 and any equivalent or associated legislation, and the Institution shall provide reasonable assistance to QAA in meeting its obligations under the Data Protection Act 1998.

Confidential Information and QAA Property

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.

The Institution shall procure that its officers, employees, agents and sub-contractors or assignees comply with QAA instructions and procedures concerning the retention and disposal of QAA Property, and shall deliver any such QAA Property to QAA on demand, and that reasonable care is taken of all documentation, papers, records and communications, and other tangible materials containing confidential information.

Transfer of QAA electronic and paper documents should only take place through systems approved by QAA. QAA electronic documents should be stored on systems wholly owned or maintained by the Institution.

Confidential information shall mean 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 Institution's 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.

The Institution shall procure that its 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:

- divulge or communicate confidential information by any means whatsoever to any person, institution, body, company, business entity, media or any other organisation
- use confidential information for the Institution's own purposes or for any purpose other than those of QAA
- through any failure to exercise due care and diligence cause any unauthorised disclosure of any confidential information.

The above obligations of confidentiality shall not extend to information that:

- is in the public domain other than by reason of any act of omission on the part of the Institution, its officers, employees, agents, sub-contractors or assignees
- was already known to the Institution, its officers, employees, agents, sub-contractors or assignees prior to disclosure by QAA
- the Institution, 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

QAA is currently not covered by the Freedom of Information Act 2000 (FOIA), but is committed to meeting its standards of openness and accountability. All requests for information will be dealt with in the spirit of the FOIA as far as are reasonable and practicable. Prior to any disclosure QAA will seek the view of the Institution. The FOIA requires all those covered to have a 'publication scheme' detailing the classes of information available to the public. In the spirit of the FOIA QAA has an information publication scheme, detailing the classes of information available and how to access them, and the Institution is expected to familiarise itself with this scheme.

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.

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 body or person in the discharge of their own accreditation, regulatory or public functions.

Termination

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:

- i the Institution reneges on any of the commitments under these Terms and Conditions
- ii the Institution fails to make any payment that is validly due to QAA
- iii the Institution breaches any QAA procedure, term or condition, or is the subject of an investigation by a recognised body that is so serious and credible as to affect QAA's reputation should it continued to be linked to or associated with the Institution
- iv the Institution ceases to meet the Eligibility Criteria at any point throughout the IQR process, prior to publication of the Review Report
- v there is a change of control at the Institution.

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

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. The said events are:

- 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, or convenes a meeting of its creditors, or proposes or makes any arrangement or composition with or any assignment for the benefits of its creditors, or a petition is presented or a meeting is convened for the purpose of considering a resolution, or other steps are taken for the winding up of one of the other Parties (save for the purpose of and followed by a voluntary reconstruction or amalgamation), or if an incumbrancer takes possession of, or a trustee, receiver, liquidator, administrator, administrative receiver or similar officer is appointed in respect of all or any part of its business or assets, or any distress, execution or other legal process is levied, threatened, enforced upon or

sued out against any of such assets, or any similar or analogous action is taken or suffered in any jurisdiction.

Withdrawal

In the event that an Institution wishes to withdraw at any point from IQR, it must provide QAA with a minimum of 90 days' notice, in writing.

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

In the event of withdrawal by the Institution any payment already made by the Institution will be used to cover any administrative costs and expenses QAA has already incurred, the balance of any funds being returned to the Institution together with a statement of all deductions made by QAA.

Variations

Either Party may request a variation to the Scoping or Review Visit dates, provided that such variation is 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.

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

If the receiving Party accepts the requested variation it will confirm the same in writing to the other Party as soon as possible. The Institution will meet any costs that have been incurred by QAA as a result of an agreed variation.

In the event that QAA is unable to accept a variation to the Scoping or Review Visit dates following a request from the Institution, and/or where the Parties are unable to agree upon alternative dates, the Institution can either allow QAA to fulfil its IQR obligations without the variation to the dates or the contractual arrangement between the Parties in relation to IQR will terminate immediately. In the event of termination any Fee(s) already paid by the Institution will be used to cover any IQR activity, administrative costs and expenses QAA has already incurred, the balance of any funds being returned to the Institution together with a statement of all deductions made by QAA.

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

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.

Transferability

IQR is not transferable. In the event that two or eligible Institutions merge, QAA will confirm whether or not the newly merged institution is eligible to continue to use any existing positive IQR or any Licence.

Damages

Without prejudice to any other rights or remedies that QAA may have, the Institution acknowledges and agrees that damages alone would not necessarily be an adequate remedy for any breach of these Terms and Conditions. Accordingly, QAA 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.

Notices

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 the other Party at its registered address or as otherwise specified by the other Party by notice in writing.

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, recorded delivery or equivalent to the registered office of the receiving Party, at 9.00am on the seventh 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
- d 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;

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

Dispute Resolution

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 services as detailed in these Terms and Conditions. QAA and the Institution will use their best endeavours to resolve any dispute at the earliest possible time and ensure that both Parties are kept well informed. 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. The decision as to whether the matter should be referred to Arbitration will be at the discretion of the Parties.

Contract (Rights of Third Parties) Act 1999

For the avoidance of doubt, 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

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.

Entire Agreement

These Terms and Conditions represents the entire agreement between QAA and the Institution in connection with IQR, and supersede and replace all previous understandings or representations whether written, or oral, or express, or implied in connection with IQR, or under which any estimate or quotation is accepted or purported to be accepted or any order is made or purported to be made.

Force Majeure

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. For the avoidance of doubt, this includes, but is not limited to, acts of God, flooding, drought, natural disaster, epidemic or pandemic, terrorist attack, war, threats of war, collapse of buildings, fire, explosion or accident, labour disputes, strikes and/or industrial action. 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.

Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- words importing any gender include every gender
- words importing the singular number include the plural number and vice versa
- words importing persons include firms, companies and corporations and vice versa
- reference to numbered clauses are references to the relevant clause in these Terms and Conditions
- any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
- any Party who agrees to do something will be deemed to fulfil that obligation if that Party procures that it is done
- the headings to the clauses of these Terms and Conditions will not affect the interpretation
- any reference to an enactment includes reference to that enactment as amended or replaced from time to time, and to any subordinate legislation or bylaw made under that enactment.

Governing Language

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

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

The Trade Marks

The IQR Graphic (example only):



The QAA Global Mark:



The QAA Logo Mark:



The QAA Quality Mark



The QAA Review Graphic



The QAA Word Mark:

'QAA'

Annex 2

Specification for using the IQR Graphic

The IQR Graphic is made up of two pieces of text: 'QAA Global' and 'International Quality Review'.

QAA will supply Institutions that meet the criteria for using the IQR Graphic with a complete graphic file incorporating these two elements plus a review date and a valid until date, in JPEG and PNG format for use on web-based outlets, and in EPS format for use in printed material.

Size, colour and placing

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

The IQR Graphic must always appear in the corporate colours, given below. The IQR 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 written approval of QAA.

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

Hyperlinks

It is a condition of the Licence granted by QAA to use the IQR Graphic that where the IQR Graphic is used on an eligible institution's web-based channel there must also be a hyperlink directly to the Institution's report on the QAA website at: www.qaa.ac.uk/reviews-and-reports.

To implement this in a way that incorporates best practice to enhance accessibility, QAA advises displaying the following text underneath the IQR Graphic and embedding the hyperlink within this text, as shown here:

['Click here to read this institution's latest review report.'](#)

The URL of your IQR Review Report to link to will be issued, along with the IQR Graphic file, in an email to eligible institutions.

The IQR Graphic specifications are as follows:

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 23mm, max width 65mm
Stationery	Format: EPS	Size: min width 23mm max width 47mm
Premises	Format: EPS	Size: min width 23mm max width 300mm
Pantone	5275	
CMYK	Cyan 71% Magenta 67% Yellow 30% Black 15%	
RGB	R91 G83 B119	