

**Date: 1<sup>st</sup> February 2026**

**Institutional Memorandum of Agreement**

Between

**London Metropolitan University**

and

**Sarhad University of Science and Information  
Technology, Pakistan**

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THIS AGREEMENT is made on **1<sup>st</sup> February, 2026**

Between

- (1) **LONDON METROPOLITAN UNIVERSITY**, a company registered in England and Wales under company number 00974438, whose registered office is at 166-220 Holloway Road London, N7 8DB
- (2) **Sarhad University of Science & Information Technology, Peshawar-Pakistan** – under company number **(XXIV-2001)** having its registered office at **Landi Akhun Ahmad, Ring Road, Peshawar and T-Chowk, Rawat, Islamabad** (“the Partner Institution”).
- (3) The purpose of this partnership is to collaborate on the delivery of a number of University programmes specified in the Course Level Agreements (CLAs) linked to this Agreement.

## **A. Term and Interpretation**

### **A.1 Term**

A.1.1 This agreement shall be deemed to commence on **1<sup>st</sup> February 2026** and shall continue, unless terminated earlier in accordance with clause Q, for **five years expiring on the fifth** anniversary of the Commencement Date.

### **A.2 Interpretation**

A.2.1 The definitions and interpretation in 0 shall apply to this Agreement.

## **B. Course(s)**

### **B.1 Application**

B.1.1 This Agreement shall apply to Franchised Courses.

B.1.2 Franchised Courses shall lead to a University Award, subject to this Agreement and associated Course Level Agreements and the individual student demonstrating through formal assessment that they have fulfilled the aims and learning outcomes for the Course.

### **B.2 Course**

B.2.1 Subject to the terms of this Agreement and the applicable Course Level Agreement, the University agrees to the course(s) provided by the Partner Institution and the Partner Institution agrees to deliver the Franchised Courses using reasonable skill and care and in accordance with Good Sector Practice.

### **B.3 Co-operation**

B.3.1 The parties shall co-operate in the delivery of the Franchised Courses and subject to the terms of this Agreement and the Course Level Agreements shall exchange information

and best practice to ensure the best possible student experience of the Franchised Course.

## **C. Fees and Funding**

### **C.1 Fees**

C.1.1 The Partner Institution is responsible for setting the fees for the Franchised Course independently of the University. The Partner Institution is responsible for establishing any fair access agreement that may be required and any reporting or monitoring associated with this.

C.1.2 The Partner Institution must ensure that relevant information relating to fees and funding is made available to applicants for Franchised Courses at or before the time an offer is made.

C.1.3 Students on Franchised Courses must pay their fees to the Partner Institution directly.

### **C.2 Financial Support**

C.2.1 The Partner Institution is responsible for providing any financial support to students on Franchised Courses. Students enrolled on a Franchised Course are not eligible for the University's financial support packages.

### **C.3 Inter-Institutional Charges**

C.3.1 The Partner Institution shall pay to the University a Course Fee in respect of each Franchised Course in accordance with the Payment Arrangements as set out in Schedule 8.

C.3.2 Insofar as the Franchised Course Fee (or any part of it) is based on the number of students enrolled on the Course, the Course Fee (or that part of it) shall be calculated using the number of students recorded as being enrolled on the Course by the University.

## **D. Academic Quality and Course Approval**

### **D.1 Standards and Quality**

D.1.1 The University is ultimately responsible for the quality and standards of the Franchised Course.

D.1.2 The Partner Institution shall comply with and implement any reasonable direction given by the University for the purpose of:

D.1.2.1 Improving the quality of the delivery or standards of the Course;

D.1.2.2 Complying with the recommendation, direction or order made by a Court, the Quality Assurance Agency, or the Office of the Independent Adjudicator for Higher Education; or

D.1.2.3 To address unanticipated circumstances that affects the quality, standards or the delivery of a Course.

D.1.3 When determining whether a direction given pursuant to clause D.1.2 is reasonable, the cost of complying with the direction shall be a relevant consideration but is not determinative.

## **D.2 Course Level Agreement**

D.2.1 No course provided by the Partner Institution shall be a Franchised Course unless a Course Level Agreement has been concluded between the Partner Institution and the University in respect of such course.

D.2.2 Each Course Level Agreement must:

D.2.2.1 Be substantially in the form set out in Schedule 20;

D.2.2.2 Be countersigned by the Dean of the relevant School of the University;

D.2.2.3 State the start date for the Course Level Agreement;

D.2.2.4 Not be for a term expiring after the Term of this Agreement expires;

D.2.2.5 Designate a Course Leader at the Partner Institution;

D.2.2.6 Designate an Academic Liaison Tutor at the University;

D.2.2.7 Designate the Partner Institution Representative;

D.2.2.8 Designate any Key Personnel and any specific duties of the Key Personnel;

D.2.2.9 Set out the facilities available to students on the Course;

D.2.2.10 Refer to an agreed course specification and agreed module specifications;

D.2.2.11 Set out any course specific regulations or procedures;

D.2.2.12 Stipulate who is responsible for preparing a marking scheme and who is responsible for marking;

D.2.2.13 Set out a timetable for the provision of key documents

D.2.2.14 Set out key dates for the assessment process;

D.2.2.15 Stipulate the maximum number of students who can be enrolled each academic year if applicable;

D.2.2.16 Set out admissions criteria for the Franchised Course;

D.2.2.17 Set out the financial arrangements (including the Fee as applicable); and

D.2.2.18 Designate an Annual Monitoring Date;

D.2.3 Each Course must be delivered in accordance with the applicable Course Level Agreement.

## **D.3 Quality Manual and Partnership Operational Manual**

D.3.1 Each Course must be delivered in accordance with the University's Quality Manual and Partnerships Operational Manual as updated from time to time.

## **D.4 Academic Regulations**

D.4.1 The University's Academic Regulations, as published from time to time, shall govern all courses.

D.4.2 The University shall provide at least one months' notice of any changes to the Academic Regulations prior to the start of the academic year.

## **D.5 Conflict**

D.5.1 In the event of any inconsistency between this Agreement, the Course Level Agreement, the Academic Regulations, the Quality Manual and the Partnership Operational Manual:

D.5.1.1 the provisions of this Agreement shall prevail over the Course Level Agreement, the Quality Manual and the Partnership Operational Manual and the Academic Regulations; and

D.5.1.2 the provisions of the Course Level Agreement shall prevail over the Academic Regulations, the Quality Manual and the Partnership Operational Manual;

D.5.1.3 the Academic Regulations shall prevail over the Quality Manual and the Partnership Operational Manual.

## **D.6 Course Handbook**

D.6.1 Each year and prior to the start of a Franchised Course in that year the Partner Institution shall prepare a Course Handbook that incorporates:

D.6.1.1 The course specification;

D.6.1.2 The course specific regulations;

D.6.1.3 All policies and procedures that apply to students enrolled on the course, or links to such policies and procedures;

D.6.1.4 The nature of the relationship of the student to the Partner Institution and to the University and their respective roles;

D.6.1.5 General guidance regarding the facilities available to students enrolled on the Course (whether provided by the Partner Institution or the University); and

D.6.1.6 Any other information required by the Course Level Agreement.

D.6.2 The Partner Institution shall liaise with the Academic Liaison Tutor and the AQD Quality Manager (Partnerships) in preparing the Course Handbook.

D.6.3 The Partner Institution shall provide a copy of the Course Handbook to the University at least one month before the start of the Course in each year.

## **D.7 Continuous Monitoring and Reporting Requirements**

D.7.1 Each year the Partner Institution shall provide the Continuous Monitoring Information in respect of each Course no later than the Continuous Monitoring Date.

D.7.2 The Continuous Monitoring Information must be correct (to best of the Partner Institution's knowledge and belief, having taken reasonable steps to confirm that it is correct) as of the date 2 weeks before the Continuous Monitoring Date.

## **D.8 Periodic Review**

D.8.1 In addition to the provision of Continuous Monitoring Information by the Partner Institution, the University may in its absolute discretion carry out a Periodic Review;

D.8.2 A Periodic Review may take place at any time during the term of this Agreement or during the Teach-out Period.

D.8.3 A Periodic Review shall not take place in the first year of the Term, nor shall a Periodic Review take place at intervals of less than two years.

## **D.9 Institutional Review**

D.9.1 Due diligence and risk assessment is undertaken at the outset of the partnership and is also a periodic activity.

D.9.2 Periodic Institutional Review compliant with D.9.1 will be carried out initially in the first 2.5 years, and then every 5 years.

D.9.3 Institutional Review will be undertaken along with a scheduled periodic review of course(s).

D.9.4 Institutional Review will evaluate the health of the Partnership and the Partner Institution, including the financial, legal and regulatory aspects.

## **D.10 Updates**

D.10.1 The Partner Institution shall notify the University in writing as soon as possible (and in any event within 7 days) of any changes to:

D.10.1.1 The Staff delivering the Course (and shall provide CVs of any new staff delivering the Course);

D.10.1.2 Any policies adopted in respect of the Course;

D.10.1.3 The Course Handbook;

D.10.1.4 Delivery sites.

## **D.11 Viability**

D.11.1 The Partner Institution is responsible for the financial viability of a Course.

# **E. Staff**

## **E.1 Key Staff**

E.1.1 The Partner Institution shall ensure that the Franchised Course is supervised by the Key Personnel and that the Key Personnel are available to provide such part of the Course as the Course Level Agreement requires.

## **E.2 Staff Generally**

E.2.1 The Partner Institution shall ensure that all Staff involved with the delivery of the Franchised Course have qualifications and experience appropriate to their role in delivering the Course;

E.2.2 In particular the Partner Institution shall ensure that:

E.2.2.1 All Staff involved with the delivery of the Course declare:

E.2.2.2 Whether they work or have ever worked for or are or ever have been involved in the activities of the University or its predecessor institutions;

- E.2.2.3 Whether they have ever been expelled from or disciplined by any professional body;
- E.2.2.4 any criminal convictions, cautions or warnings that they have (subject to the Rehabilitation of Offenders Act or any similar legislation applicable to the jurisdiction in which the Course will be delivered)
- E.2.2.5 The Course is delivered by Staff with the minimum qualifications set out the Course Level Agreement.

E.2.3 The Partner Institution shall notify the University of:

- E.2.3.1 The names of all Staff who deliver the Franchised Course at least 2 weeks prior to the start date of the Course Level Agreement, at the Annual Monitoring Date, one month prior to enrolment and within 7 days of any changes to the Staff delivering the Course. At the same time the Partner Institution shall also provide details of such Staff's qualifications and experience (for example by providing a copy of their curriculum vitae), unless this has previously been provided and there are no material changes;
- E.2.3.3 Any issue relating to Staff delivering the Course that may have an impact on the students on the Course (including frequent absence, change to working arrangements, long term sickness or disciplinary action) as soon as possible and in any event within 7 days.

E.2.4 The University may by notice require the Partner Institution to ensure that a particular member of staff does not deliver the Course.

## **F. Recruitment and Enrolment**

### **F.1 Recruitment and Application process**

- F.1.1 Entry requirements for each Course shall be set out in the Course Level Agreement.
- F.1.2 The method of application shall be set out in the Course Level Agreement.
- F.1.3 The parties shall, subject to any legal obligation that requires the Entry requirements to be adjusted, use reasonable endeavours to ensure that no offer is made to any student who does not meet the Entry Requirements.

### **F.2 Admission Decisions**

- F.2.1 Decisions regarding admission to a Course shall be taken in accordance with the Course Level Agreement. The University may delegate to the Partner Institution the decision to admit on criteria set out in the Course Level Agreement.
- F.2.2 Any application which falls outside the criteria set out in the Course Level Agreement must be referred to the Academic Liaison Tutor. The Academic Liaison Tutor shall make the decision to admit.

### **F.3 Accredited Prior Learning**

- F.3.1 All requests for Accredited Prior Learning must be approved by the Academic Liaison Tutor in accordance with the Academic Regulations. Unless a student's prior learning

has been approved by the Academic Liaison Tutor, no student shall be given credit for any learning outside the Course.

#### **F.4 Registration and enrolment**

F.4.1 All students to be admitted to a Course shall enrol with the University.

F.4.2 The Partner Institution shall provide details of the students enrolled on each Course in accordance with the Course Level Agreement and in any event within 6 weeks of enrolment.

F.4.3 All students to be admitted to a Course shall enrol with the Partner Institution.

F.4.4 The Partner Institution shall ensure that all students enrolling on a Course confirm that they:

F.4.4.1 agree to be bound by:

F.4.4.2 The Academic Regulations;

F.4.4.3 The Course Regulations and Handbooks and any Module requirements;

F.4.4.4 The Partner Institution's procedures on Student Misconduct;

F.4.4.5 The Partner Institution's procedure on Fitness to Study; and

F.4.4.6 Any policies and procedures adopted by the Partner Institution pursuant to this Agreement or the Course Level Agreements.

F.4.4.7 Consent to the Partner Institution sharing personal data with the University and to the University processing their personal data. The purposes for such disclosure and processing are set out in clause U.6.1.

F.4.5 The Partner Institution shall provide details of the students enrolled on each Course to the University in accordance with the Course Level Agreement and in any event within 6 weeks of enrolment.

F.4.6 The Partner Institution shall ensure that proof of qualifications and identity for each student enrolled on a Course is checked at or before enrolment and the proof is stored in the student's file.

F.4.7 No student on a Course shall be enrolled more than 4 weeks prior to the commencement of teaching.

F.4.8 Enrolled students will be eligible to transfer into the relevant programmes at the University, subject to meeting the agreed admission and credit transfer requirements, as well as all applicable visa requirements.

### **G. Students**

#### **G.1 Student Status**

G.1.1 All students on Franchised Courses shall be considered to be students of the Partner Institution.

G.1.2 The Partner Institution shall, subject to the terms of this Agreement and the Course Level Agreements and the general oversight of the University, be responsible for all matters relating to students on Courses.

#### **G.2 Induction**

G.2.1 Within a reasonable time after enrolment (not exceeding 1 month) the Partner Institution shall provide all student enrolled on a Course with:

G.2.1.1 The Course Handbook;

G.2.1.2 information relating to the programme of study required for the Course;

G.2.1.3 information relating to the notification of mitigating circumstances, appeals against the decisions of Assessment Boards, and the misconduct and complaints procedures and any other procedures adopted pursuant to Clause G.3.1.

G.2.2 The Partner Institution shall liaise with the Academic Liaison Tutor regarding the content of the induction.

### **G.3 Student Procedures**

G.3.1 In respect of a Course, the Partner Institution shall adopt procedures governing:

G.3.1.1 Investigation and sanction of Student Misconduct;

G.3.1.2 Investigation and determination of Fitness to Study;

G.3.1.3 Investigation and resolution of Complaints; and

G.3.1.4 Any other procedure required by the Course Level Agreements.

G.3.2 The procedures adopted pursuant to Clause G.3.1 must:

G.3.2.1 be consonant with the University's procedures dealing with the same subject matter and must provide for initial consideration by the Partner Institution;

G.3.2.2 provide for an appeal to or review by the University Secretary;

G.3.2.3 be approved by the University before they are adopted. In the event that the Partner Institution and the University do not agree the form and content of the procedure(s) the University shall require the Partner Institution to adopt the University's procedures dealing with the same subject matter *mutatis mutandis*.

G.3.3 The Partner Institution shall not issue a Completion of Procedures letter in respect of any procedure (whether required by Clause G.3.1 or otherwise) where an appeal to the University or any officer of the University is available.

### **G.4 Feedback**

G.4.1 The Partner Institution shall adopt student feedback mechanisms as required by the Course Level Agreement and shall share the results of such feedback with the University.

G.4.2 Where the Partner Institution participates in the National Student Survey or Postgraduate Taught Experience Survey or equivalent in respect of a Course, the Partner Institution shall share the results with the University.

## **H. Learning Resources**

### **H.1 Partner Institution provided Resources**

H.1.1 The Partner Institution must ensure the following are available to students enrolled on a Course:

- H.1.1.1 The Course Handbook;
- H.1.1.2 Student Services; and
- H.1.1.3 The facilities set out in the Course Level Agreement.

## **H.2 University provided Resources**

- H.2.1 As agent for the Partner Institution, the University will make available to all students enrolled on a Course the facilities set out in the Course Level Agreement applicable to that Course. No facilities will be made available to any student enrolled on a Course details of whom have not been provided to the University.

## **I. Assessment**

### **I.1 Academic Regulations**

- I.1.1 The University's Academic Regulations, as published from time to time, shall, subject to notice in accordance given with clause D.4.2, and subject to course specific regulations contained in the Course Level Agreement, govern all Franchised Courses.

### **I.2 Academic Misconduct**

- I.2.1 The Partner Institution shall adopt procedures governing Academic Misconduct in respect of students enrolled on a Course. Such procedures must be consonant with the University's Academic Regulations dealing with Academic Misconduct and approved by the University. Such procedures must provide for an appeal to University (appeals should be addressed to the Student Casework Office).
- I.2.2 Any allegation of Academic Misconduct in respect of a student enrolled on a Course shall be considered initially by the Partner Institution in accordance with its procedures governing Academic Misconduct.

### **I.3 Mitigating Circumstances**

- I.3.1 The Partner Institution shall adopt procedures governing the Notification of Mitigating Circumstances in respect of students enrolled on a Course. Such procedures must be consonant with the University's Academic Regulations dealing with Mitigating Circumstances and must be approved by the University.
- I.3.2 Any Notification of Mitigating Circumstances in respect of students enrolled on a Course shall be considered initially by the Partner Institution in accordance with its procedures governing the Notification of Mitigating Circumstances.

### **I.4 Setting Assessment**

- I.4.1 The timetable for assessment on the Course will be determined by the Academic Liaison Tutor, having consulted the Course Leader.
- I.4.2 The Academic Liaison Tutor shall provide assessment guidelines to the Partner Institution;
- I.4.3 Responsibility for setting the assessment in respect of a course, subject to the approval of the External Examiners, shall be set out in the Course Level Agreement.

- I.4.4 In the event that the External Examiners reject the assessment set by the Partner Institution, or the Partner Institution does not amend the assessment to address satisfactorily the External Examiner's comments, the University may set the assessment in respect of a Course.

## **I.5 Marking and Subject Standards Boards**

- I.5.1 Responsibility for preparing a marking scheme shall be set out in the Course Level Agreement;
- I.5.2 Responsibility for marking examination scripts, coursework and projects shall be set out in the Course Level Agreement. All marking shall be done in accordance with the marking scheme;
- I.5.3 The University shall sample and moderate examination scripts, coursework and projects in accordance with the marking scheme and the Academic Regulations;
- I.5.4 The University shall appoint a Subject Standards Board to confirm marks for the assessment and reassessment of individual students at the level of the module.

## **I.6 External Examiners**

- I.6.1 The University shall appoint external examiners for each Franchised Course.
- I.6.2 The University shall be responsible for:
- I.6.2.1 all correspondence with the External Examiners; and
  - I.6.2.2 all contractual arrangement with the External Examiners (including the setting of and payment of fees, payment of expenses and contract of appointment)
- I.6.3 The Partner Institution shall cooperate with the External Examiner and shall provide any information and documentation that the External Examiner reasonably requires;
- I.6.4 External Examiners shall submit their report to the University directly. The University shall provide a copy of the External Examiner's report to the Partner Institution.

## **I.7 Proposal for Award**

- I.7.1 The School shall recommend to the Awards Board that an award be made to each individual student enrolled on a Course whose marks have been confirmed by a Subject Standards Board and who appear to have demonstrated the learning outcomes of the Course and to be entitled to an award in accordance with the Academic Regulations.

## **I.8 Appeals**

- I.8.1 The parties shall ensure that any decision of a Subject Standards Board may be appealed in accordance with the Academic Regulations.
- I.8.2 The parties shall ensure that the right of appeal is reflected in the Course Handbook and Course Regulations.

## **J. Conferment**

### **J.1 Graduation**

J.1.1 All students who complete a Franchised Course are eligible to attend one of the University's degree ceremonies. Students who are eligible and wish to attend a University degree ceremony must register following ratification of their award by the Awards Board and receipt of their invitation. The University is not responsible for any expenses incurred by a student to participate in a degree ceremony.

J.1.2 The Partner Institution may choose to hold their own ceremony in respect of Franchised Courses with the consent of the University. In such circumstances the University will confer the award *in absentia*. The Partner Institution does not have authority to confer awards on behalf of the University.

## **J.2 Transcripts and certificates**

J.2.1 For all Franchise Courses, the University will provide transcripts and certificates for all students whose assessment records are completed and verified by Awards Board pass lists. The Partner Institution may not prepare certificates or transcripts on the University's behalf.

J.2.2 The University is solely responsible for the conferment of awards and the issue of certificates. On the basis of the official documentation from Subject Standards Boards, certificates shall be forwarded by the University's Academic Registry to the Partner Institution for distribution to award holders.

J.2.3 Transcripts shall state that the award was "taught in association with" the Partner Institution and shall record the credits achieved on the course, the language of instruction and the language of assessment where this was not English.

## **J.3 Alumni**

J.3.1 Graduates of a Course will be eligible for membership of the University's Alumni Association, subject to the usual conditions and requirements of the Alumni Association.

# **K. Records and Information**

## **K.1 Student Records**

K.1.1 The Partner Institution must create and maintain adequate records for each student enrolled on a Franchised Course, which must include records relating to:

K.1.1.1 Induction (that is, what information the student has received as part of the induction process);

K.1.1.2 Admission (including proof of entry qualifications);

K.1.1.3 Academic performance and, where relevant progression;

K.1.1.4 Misconduct;

K.1.1.5 Fitness to Study;

K.1.1.6 Complaints;

K.1.1.7 Academic Misconduct;

K.1.1.8 Mitigating Circumstances; and

K.1.1.9 Any other matter required by this Agreement or the Course Level Agreements

K.1.2 Student records should be kept for 6 years and 6 months from when the student completes or withdraws from the course. Student records must be disposed of securely.

## **K.2 Course Records**

K.2.1 The Partner Institution must create and maintain adequate records for each Course, which must include:

K.2.1.1 Course prospectuses;

K.2.1.2 Course Handbooks;

K.2.1.3 Records relating to any other matter required by this Agreement or the Course Level Agreements.

K.2.2 Course records must be kept for 6 years from the end of the Course.

## **K.3 Inspection of Records and Information Sharing**

K.3.1 The Partner Institution must make available to the University upon written request and without charge any student records.

K.3.2 The Partner Institution must make available to the University upon written request and without charge the Course records and any records, documents or information relating to a Course that the University reasonably requires.

## **L. Performance**

### **L.1 Emergency review**

L.1.1 Where the University has received allegations of maladministration or, based on the information in its possession, has other reasonable concerns regarding the delivery, provision or sustainability of a Course or compliance with this Agreement, the University may in its absolute discretion carry out an Emergency Review.

An Emergency Review shall be carried out in accordance with

L.1.2 Schedule 3: Emergency review.

The Partner Institution shall comply with the obligations set out in

L.1.3 Schedule 3: Emergency review.

**L.2 Step in**

L.2.1 Where the Partner Institution:

L.2.1.1 commits a material breach of any term of this Agreement or a Course Level Agreement (other than a failure to pay any sum due under this Agreement) and fails to remedy the breach (if it is remediable) within 30 days of being notified to do so;

L.2.1.2 repeatedly breaches any terms of this Agreement on a Course Level Agreement in such a manner that in the University's reasonable opinion its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

L.2.1.3 fails to comply with a direction given pursuant to clause D.1 the University may, at its absolute discretion, elect to exercise its rights to step in and Schedule 4: Step In shall apply.

**L.2.2** The Partner Institution shall comply with the obligations set out in Schedule 4: Step In.

### **L.3 Remedies not exclusive**

L.3.1 The rights of the University in this clause L are without prejudice to any other rights or remedies the University has or may have under this Agreement or the Course Level Agreement, including (but not limited to) the right to terminate the Agreement or the Course Level Agreement pursuant to clause Q.1, Q.2 or clause Q.3.

## **M. Premises, Health & Safety and Insurance**

### **M.1 Premises and Health & Safety**

M.1.1 The Partner Institution shall

M.1.1.1 deliver the Course at the Premises;

M.1.1.2 keep the Premises and any fixtures, fittings and equipment therein clean and in repair

M.1.2 The Partner Institution will comply with the Health and Safety Standards;

### **M.2 Insurance**

M.2.1 The Partner Institution shall take out and maintain an all-risk insurance policy (or policies) with a reputable insurance company (or companies) with an amount of cover not less than the Insurance Cover Requirement. Such policy (or policies) must include:

M.2.1.1 Liability for injury to third parties (including students and the University's Staff);

M.2.1.2 Occupiers' liability cover;

M.2.1.3 Professional indemnity cover;

M.2.1.4 Interruption of the Partner Institution's business;

M.2.1.5 Any other insurance required by the laws of the jurisdiction in which the Course is being delivered; and

M.2.1.6 Any other insurance required by the Course Level Agreement.

M.2.2 The Partner Institution shall promptly pay all premiums for such policies and shall not breach or allow any breach of such policies.

M.2.3 The University's interest shall be noted on such policies;

M.2.4 The Partner Institution shall provide copies of all such policies and renewals and proof of payment of premiums to the University within 7 days of the University's written demand.

## **N. Intellectual Property**

### **N.1 General Licence**

N.1.1 Save as provided for in this Agreement or in a Course Level Agreement, neither the University nor the Partner Institution shall acquire any right title or interest in the other's Intellectual Property Rights.

N.1.2 Each party grants to the other for the Term and the Teach-out Period and without payment, a non-exclusive, non-transferable licence to use the other party's Intellectual Property Rights (other than the University's name, trading style, marketing assets or logo) for the purpose of carrying out its obligations under this Agreement or the Course Level Agreement. Each party shall ensure that any Intellectual Property Rights so licensed shall only be used for the purpose of this Agreement and the Course Level Agreement and for no other purpose.

## **N.2 Courses**

N.2.1 In respect of a Franchised Course, the University grants to Partner Institution other for the Term and the Teach-out Period and without further payment a non-exclusive, non-transferable licence to use the University's Intellectual Property Rights set out in the Course Level Agreement for the purposes of delivering the Course. The Partner Institution shall ensure that any intellectual Property Rights so licensed shall only be used for the purpose of this Agreement and the Course Level Agreement and for no other purpose.

N.2.2 Where the Partner Institution amends, modifies or improves any work licensed by this clause N, the Partner Institution shall include notification of any such amendment, modification or improvement in the Annual Monitoring Information.

N.2.3 The Partner Institution shall assign to the University any amendments, modifications or improvements to the University's Intellectual Property which cannot be exploited without infringing upon the University's Intellectual Property. No Payment shall be made by the University in respect of such assignment beyond a reimbursement of the Partner Institution's reasonable costs.

N.2.4 Until the assignment pursuant to clause N.2.3 has been completed, the Partner Institution grants to the University an irrevocable worldwide license to any amendments, modifications or improvements to the University's Intellectual Property which cannot be exploited without infringing upon the University's Intellectual Property.

## **O. Marketing**

### **O.1 University's Name and Logo**

O.1.1 Subject to the Partner Institution's full compliance with this Clause O, the Partner Institution shall be entitled to use the University name, trading style and/or logo to indicate the University's connection with the Franchise Course(s). Such use shall be exclusively in connection with the marketing, provision or delivery of the Franchise Course(s) during the Term and Teach-out Period and for no other purpose.

O.1.2 Subject to the Partner Institution's full compliance with this Clause O, the Partner Institution may request permission to use the University's marketing assets in connection with marketing of the Course(s). Such use shall be exclusively in connection with the marketing, provision or delivery of the Course(s) during the Term and Teach-out Period and for no other purpose.

#### O.1.3 The Partner Institution shall:

- O.1.3.1 comply with any Brand Guidelines issued by the University from time to time;
- O.1.3.2 clearly indicate that the name and logo are registered trademarks or trademarks as the case may be;
- O.1.3.3 not use the University's name, trading style, marketing assets or logo to state or suggest that any course or service other than a Franchise Course is approved, franchised or otherwise connected with the University;
- O.1.3.4 not licence or purport to licence any other person to use or exploit the University's name, trading style, marketing assets or logo for any purpose;
- O.1.3.5 comply with any reasonable direction given by the University regarding the use of the University's name, trading style, marketing assets or logo, which may include a direction to withdraw any Marketing containing the University's name, trading style, marketing assets or logo.

O.1.4 All Marketing that includes the University's name, trading style, marketing assets or logo must be approved in accordance with clause O.3

### O.2 Marketing

- O.2.1 The Partner Institution shall be responsible for preparing and arranging Marketing for a Franchise Course at its own cost. All such Marketing shall be approved in accordance with clause O.3. All Marketing for a Franchise Course shall clearly indicate that the course leads to an award of the University.
- O.2.2 The University may, at its absolute discretion and without obligation, arrange for limited Marketing of a Franchise Course. Any such Marketing shall be supplementary to the Partner Institution's Marketing and shall be done in such manner and at such times as the University may in its absolute discretion determine. Any such limited Marketing by the University shall be done at the University's expense.

### O.3 Approval

- O.3.1 All Marketing to be approved in accordance with this Clause O. 3 shall be provided in final form to the University not less than 30 days prior to intended publication or distribution. The Marketing should be provided to the University's marketing team
- O.3.2 Within 30 days of receipt, the University may:
  - O.3.2.1 Approve the Marketing;
  - O.3.2.2 Reject the Marketing (any such rejection not to be unreasonable);
- O.3.3 Approval or deemed approval of Marketing pursuant to clause O.3.4 is without prejudice to the University's right to give directions to the Partner Institution pursuant to clause O.1.3.5 or clause D.1.2
- O.3.4 Amendments to previously approved Marketing of the Course(s) by the Partner Institution should be done in consultation with the University and will require approval from the University's marketing team.

## **P. Warranties and Indemnities**

### **P.1 Warranties**

P.1.1 The Partner Institution warrants represents and undertakes to the University that:

- P.1.1.1 The Due Diligence Material is complete and accurate and is not misleading, save as has been specifically disclosed in writing to the AQD Quality Manager (Partnerships) prior to the execution of this Agreement;
- P.1.1.2 It has full capacity and authority and any necessary consents to enter this Agreement and to perform its obligations under it;
- P.1.1.3 This Agreement is executed by a duly authorised representative of the Partner Institution;
- P.1.1.4 It has obtained and will maintain all licences, permits or authorisations required to perform its obligations under this Agreement or to deliver the Course;
- P.1.1.5 It is not subject to any contractual or other obligation (whether implied by law or otherwise) that is likely to have an adverse effect on its ability to perform its obligations under this Agreement or to deliver the Course;
- P.1.1.6 No claim is being asserted and no litigation, arbitration or administrative or regulatory proceeding is currently in progress against it in respect of its provision of a course of study (including, but not limited to, a Course); and
- P.1.1.7 No step has been taken and has not been discharged or dismissed (and to best of the Partner Institution's knowledge has not been threatened) that is preliminary to an Insolvency Event.

P.1.2 Each time a Course Level Agreement linked to this Agreement is entered into the warranties, representations and undertakings in this clause P.1 shall be deemed to be repeated *mutatis mutandis* by the Partner Institution with reference to the circumstances existing at the time that the warranties, representations and undertakings are deemed to be repeated.

P.1.3 For the avoidance of doubt, the expression of any provision in this Agreement as a warranty does not preclude the right of the University to terminate the Agreement or any Course Level Agreement for material breach of the same pursuant to clause Q.3.

P.1.4 The warranties, representations and undertakings shall always be qualified by:

- P.1.4.1 any risk, circumstance or fact appearing from the Due Diligence Material;
- P.1.4.2 any provision of this Agreement;

### **P.2 Indemnities**

P.2.1 The Partner Institution agrees to indemnify the University against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all professional costs and expenses), suffered or incurred by the University arising out of or in connection with:

- P.2.1.1 The Partner Institution's breach or negligent performance or non-performance of this Agreement;

- P.2.1.2 The enforcement of this Agreement or the Course Level Agreements;
- P.2.1.3 Any act or omission of the Partner Institution's Staff or the condition of the Premises;
- P.2.1.4 Any claim made by a student enrolled on a Course.

P.2.2 This indemnity shall not apply to the extent that a claim under it results from the University's negligence or wilful misconduct.

## **Q. Termination**

### **Q.1 Termination by Effluxion of Time**

Q.1.1 This Agreement shall terminate automatically without notice at the end of the Term.

### **Q.2 Termination on Notice**

- Q.2.1 Either party may terminate this Agreement or any Course Level Agreement without cause by giving not less than 1 calendar year's notice in writing;
- Q.2.2 During the first two years of the term of any Course Level Agreement, the University may terminate the Course Level Agreement by giving not less than 6 months' notice in writing, if no students have been enrolled on the Course since the Commencement Date of the Course Level Agreement.

### **Q.3 Termination for Cause**

- Q.3.1 This agreement or an individual Course Level Agreement may be terminated by the University immediately by giving the Partner Institution written notice if:
  - Q.3.1.1 The Partner Institution fails to pay any sum due under this Agreement or a Course Level Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such a payment;
  - Q.3.1.2 The Partner Institution commits a material breach of any term of this Agreement or a Course Level Agreement (other than a failure to pay any sum due under this Agreement) and fails to remedy the breach (if it is remediable) within 30 days of being notified to do so;
  - Q.3.1.3 The Partner Institution commits a material breach of any term of this Agreement or a Course Level Agreement (other than a failure to pay any sum due under this Agreement) that is not remediable;
  - Q.3.1.4 The Partner Institution repeatedly breaches any terms of this Agreement or a Course Level Agreement in such a manner that in the University's reasonable opinion its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - Q.3.1.5 The Partner Institution gives or is found to have given any false or misleading information or made any misrepresentation in connection with this Agreement or a Course Level Agreement;
  - Q.3.1.6 The Partner Institution suspends or ceases or threatens to suspend or cease carrying on all or a substantial part of its business;
  - Q.3.1.7 The Partner Institution is subject to an Insolvency Event.

Q.3.1.8 The outcome of Institutional Review as outlined in D.9 does not result in an approval to continue the Agreement.

Q.3.2 Notice may be given pursuant to clause Q.3.1 notwithstanding any prior notice given pursuant to clause Q.2 or mutual written consent given pursuant to clause Q.3.2.

#### **Q.4 Termination by Mutual Consent**

Q.4.1 The parties may terminate this Agreement or any Course Level Agreement by mutual written consent.

### **R. Consequences of Termination**

#### **R.1 Course Level Agreements**

R.1.1 On termination of this Agreement (whether by notice or by effluxion of time) all Course Level Agreements associated with this Agreement shall also terminate.

#### **R.2 Existing Obligations**

R.2.1 The termination of this Agreement or any Course Level Agreement (whether by notice or by effluxion of time) shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement or any sums payable which existed at or before the date of termination.

#### **R.3 Recruitment**

R.3.1 On termination of this Agreement or any Course Level Agreement (whether by notice or by effluxion of time), the Partner Institution shall cease to recruit any students for the affected Courses and shall not enrol any new students onto the affected Courses.

#### **R.4 Teach out**

R.4.1 On termination of this Agreement or any Course Level Agreement (whether by notice or by effluxion of time), if there are any Continuing Students on a Course, Schedule 5 shall have effect.

#### **R.5 Announcements and Communication**

R.5.1 On termination of this Agreement or any Course Level Agreement (whether by notice or by effluxion of time) or at any time after notice has been given pursuant to clause Q.2,

R.5.1.1 No party shall make or permit any person to make any public announcement concerning this Agreement, the Course Level Agreement or the Course without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law, any governmental or regulatory authority, or any court of competent jurisdiction;

R.5.1.2 The parties shall use their reasonable endeavours to agree the text of a public statement and a statement to the students on the Course regarding termination; and

R.5.1.3 The parties agree that neither party will make any vexatious, disparaging and/or derogatory statements or comments about the other in respect of any matter relating to the Agreement, Course Level Agreement or termination of the Agreement or Course Level Agreement.

R.5.2 Nothing in this clause R.5 shall prevent either party making statements in respect of any of the following matters:

R.5.2.1 That a criminal offence has been, is being or is likely to be committed;

R.5.2.2 that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject (other than an obligation assumed by contract);

R.5.2.3 That a miscarriage of justice has occurred, is occurring or is likely to occur;

R.5.2.4 That the health and safety of any individual has been, is being or is likely to be endangered;

R.5.2.5 That the environment has been, is being or is likely to be damaged; and

R.5.2.6 Information tending to show any matter falling within any one of clauses R.5.2.1 to R.5.2.5 has been, is being or is likely to be deliberately concealed.

## **R.6 Other Continuing Obligations**

R.6.1 Termination of the Agreement (whether by notice or by effluxion of time) is without prejudice to the survival of any provision of this Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination, including (but not limited to):

R.6.1.1 Clause A.2 Interpretation, clause K Records and Information, clause M.2 Insurance, clause N Intellectual Property, clause P Warranties and Indemnity, clause R Consequences of Termination, clause S Liability, clause T Dispute Resolution, clause U Compliance, V.4 Confidentiality, clause V.5 Entire Agreement, clause V.8 Waiver, clause V.9 Cumulative Remedies, clause V.10 Severance, clause V.13 Notices, clause V.15 Third Party Rights, clause V.16 Law and Jurisdiction.

R.6.1.2 Any schedules associated with or referred to in the clauses referred to in clause R.6.1.1.

## **S. Liability**

### **S.1 General Principles**

S.1.1 Neither party limits its liability for:

S.1.1.1 Death or personal injury caused by its negligence or that of its Staff;

S.1.1.2 Bribery or fraud by its Staff;

S.1.1.3 Any liability to the extent that it cannot be excluded by Law.

S.1.2 Nothing in this Clause S limits any liability under clauses:

S.1.2.1 P.2 Indemnities;

S.1.2.2 U.2 Anti-Bribery;

- S.1.2.3 Schedule 4: Step In; or
- S.1.2.4 aSchedule 5: Teach Out.

And no sums payable pursuant to these provisions shall be included in any aggregate cap (including the cap in clause S.2).

S.1.3 Nothing in this Clause S shall affect a party's general duty to mitigate its losses.

S.1.4 Where a party is a corporate body or company, no individual shall have personal liability to the other party in respect of acts done or omissions made on behalf of a party, other than for fraud, bribery or which result in death or personal injury.

S.1.5 Subject to clause S.1.1 and S.1.2 neither party shall be liable for:

- S.1.5.1 Loss of business;
- S.1.5.2 Loss of profit;
- S.1.5.3 Loss of revenue;
- S.1.5.4 Loss or damage to goodwill;
- S.1.5.5 Loss of savings;
- S.1.5.6 Any indirect or consequential loss.

## **S.2 Aggregate Limits**

S.2.1 Each party's annual aggregate liability to the other in respect of each Course Level Agreement shall be limited to £100,000 or the sums set out in the Course Level Agreement, whichever is higher.

## **T. Dispute Resolution**

### **T.1 Escalation**

T.1.1 If a Dispute arises, upon receipt of written particulars of the Dispute the AQD Quality Manager (Partnerships) and the Course Leader shall attempt in good faith to negotiate a settlement of the Dispute.

T.1.2 If the AQD Quality Manager (Partnerships) and the Course Leader are for any reason unable to resolve the Dispute within 21 days of receipt of the written particulars, the Dispute shall be referred to the University Representative and the Partner Institution Representative, who shall attempt in good faith to resolve the Dispute within 42 days;

T.1.3 Nothing in this clause T.1 shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

### **T.2 Arbitration**

T.2.1 If a dispute cannot be resolved by the Parties pursuant to Clause T.1 the Parties shall refer it to arbitration pursuant to the procedure set out in this Clause T.2.2 unless:

- T.2.1.1 The dispute is a claim for a debt not exceeding £10,000; or
- T.2.1.2 The University considers that it is not suitable for resolution by arbitration.

T.2.2 If a dispute is referred to arbitration the Parties shall comply with the following provisions:

T.2.2.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the UNCITRAL Arbitration Rules shall be applied and are deemed to be incorporated into this Agreement (save that in the event of any conflict between those rules and this Agreement, this Agreement shall prevail);

T.2.2.2 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the UNCITRAL Arbitration Rules or obvious error of law);

T.2.2.3 the tribunal shall consist of a sole arbitrator to be agreed by the Parties and in the event that the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days of the first proposal or, if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by Centre for Effective Dispute Resolution;

T.2.2.4 the parties agree to keep confidential all matters relating to the arbitration unless they agree in writing to the contrary;

T.2.2.5 The seat, or legal place, of arbitration shall be London and hearings shall take place in London; and

T.2.2.6 The language to be used in the arbitral proceedings shall be English.

T.2.3 Nothing in this clause T.1, T.2 and the UNCITRAL Arbitration Rules shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

T.2.4 The obligations of the Parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to escalation pursuant to clause T.1 or arbitration pursuant to this clause T.2 and the Partner Institution shall comply fully with the requirements of this Agreement at all times.

## **U. Compliance**

### **U.1 Immigration**

U.1.1 If the Partner Institution wishes to recruit and sponsor International Students to the Franchised Courses, they must comply with all relevant local immigration laws and regulations. The University will not sponsor any students enrolling on a Course.

U.1.2 The Partner Institution shall be responsible for all students enrolled on a Franchised Course and for monitoring and reporting to the immigration authorities in accordance with the immigration rules of that country.

### **U.2 Anti-Bribery**

U.2.1 The Partner Institution shall not:

U.2.1.1 offer or give, or agree to offer or give, to any Staff of the University or other public body ("Relevant Person") any gift or other consideration of any kind which

could act as an inducement or a reward for any act or failure to act in relation to this Agreement or any other contract with any Relevant Person;

U.2.1.2 engage in and shall procure that all its Staff shall not commit, in connection with this Agreement, the following acts:

U.2.1.3 directly or indirectly offering, promising or giving any person working for or engaged by the University a financial or other advantage to:

U.2.1.3.1.1 induce that person to perform improperly a relevant function or activity; or

U.2.1.3.1.2 reward that person for improper performance of a relevant function or activity; or

U.2.1.4 committing (including attempting to commit or conspiring to commit) any offence:

U.2.1.4.1.1 under the Bribery Act 2010; or

U.2.1.4.1.2 in respect of fraudulent acts, whether prohibited by statute or at common law (including but without limitation, the Misrepresentation Act 1967 and acts of forgery);

U.2.2 The Partner Institution warrants, represents and undertakes to the University that it has not:

U.2.2.1 in entering into this Agreement breached any of the provisions in Clause U.2 and each time a Course Level Agreement linked to this Agreement is entered into this warranty and representation shall be deemed to be repeated by the Partner Institution with reference to the circumstances existing at the time that the warranty and representation is deemed to be repeated; or

U.2.2.2 paid commission or agreed to pay commission to the University or any other public body or any Relevant Person in connection with this Agreement; or

U.2.2.3 entered into this Agreement with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the University or any other public body or any person employed by or on behalf of the University in connection with this Agreement, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the University before execution of this Agreement.

U.2.3 The Partner Institution shall:

U.2.3.1 in relation to this Agreement, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010

U.2.3.2 immediately notify the University if it suspects or becomes aware of any breach of this Clause U.2;

U.2.3.3 respond promptly to any of the University's enquiries regarding any breach, potential breach or suspected breach of this Clause U.2 and the Partner Institution shall co-operate with any investigation and allow the University to audit Partner Institution's books, records and any other relevant documentation in connection with the breach.

- U.2.4 Any audit conducted pursuant to Clause U.2.3.3 shall be in addition to the annual monitoring pursuant to Clause D.7 and periodic review pursuant to clause D.8 of this Agreement.
- U.2.5 The Partner Institution shall, if requested, provide the University with all reasonable assistance to enable the University to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.
- U.2.6 If the Partner Institution, its employees, agents, consultants, suppliers, sub-contractors, or any person acting on the Partner Institution's behalf, in all cases whether or not acting with the Partner Institution's knowledge breaches:
- U.2.6.1 this Clause U.2; or
- U.2.6.2 the Bribery Act 2010 in relation to this Agreement or any other contract with the University or any person employed by or on behalf of the University or any Relevant Person, the University shall be entitled to terminate this Agreement immediately.
- U.2.7 Without prejudice to its other rights and remedies under this Clause U.2, the University shall be entitled to recover in full from the Partner Institution the amount of value of any such gift, consideration or commission and the Partner Institution shall on demand indemnify the University in full from and against any other losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties sustained by the University in consequence of any breach of this Clause U.2.
- U.2.8 For the avoidance of doubt, the Parties agree that the sums payable in accordance with Clause C.3 and the Course Level Agreement does not constitute a payment of commission for the purposes of this Clause U.2.

### **U.3 Transparency**

- U.3.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act, the content of this Agreement and the Course Level Agreements is not Confidential Information.
- U.3.2 Notwithstanding any other term of this Agreement, the Partner Institution hereby gives its consent for the University to publish the Agreement and any Course Level Agreement in its entirety, (subject to any information that is exempt from disclosure in accordance with the provisions of Freedom of Information Act being redacted) including from time to time agreed changes to the Agreement.
- U.3.3 The University may consult with the Partner Institution to help with its decision regarding any Freedom of Information Act exemptions but the University shall have the final decision in its absolute and sole discretion.
- U.3.4 The Partner Institution shall assist and cooperate with the University to enable the University to publish this Agreement and any Course Level Agreement.

## **U.4 Freedom of Information**

U.4.1 The Partner Institution acknowledges that the University is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the University to enable the University to comply with its information disclosure obligations.

U.4.2 The Partner Institution shall and shall procure that its subcontractors and agents shall:

U.4.2.1 transfer to the University all requests for information that it receives as soon as practicable and in any event within 2 Working Days of receiving a request for information;

U.4.2.2 provide the University with a copy of all information in its possession, or power in the form that the University requires within 5 Working Days (or such other period as the University may specify) of the University's request; and

U.4.2.3 provide all necessary assistance as reasonably requested by the University to enable the University to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

U.4.3 The University shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act or the Environmental Information Regulations. This includes determining whether information is commercially sensitive.

U.4.4 In no event shall the Partner Institution respond directly to a Request for Information addressed to the University unless expressly authorised to do so by the University. This shall not preclude the Partner Institution from complying with its own obligations under Freedom of Information Act and the Environmental Information Regulations;

U.4.5 The Partner Institution acknowledges that (notwithstanding the provisions this clause 14) the University may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the Freedom of Information Act, or the Environmental Information Regulations to disclose information concerning the Partner Institution or the Services:

U.4.5.1 in certain circumstances without consulting the Partner Institution; or

U.4.5.2 following consultation with the Partner Institution and having taken their views into account; provided always that where clause U.4.5.1 applies the University shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Partner Institution advanced notice, or failing that, to draw the disclosure to the Partner Institution's attention after any such disclosure.

U.4.6 The Partner Institution shall ensure that all Information is retained for disclosure and shall permit the University to inspect such records without charge as requested from time to time.

## **U.5 Equality**

U.5.1 The Partner Institution shall not, and shall procure that its Staff do not, unlawfully discriminate either directly or indirectly when performing their obligations under this Agreement and any Course Level Agreement within the meaning and scope of the Equality Act 2010 and any subsequent law relating to discrimination on grounds of any of the following protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including lack of belief), sex and sexual orientation.

U.5.2 The Partner Institution shall take all reasonable steps to secure the observance of Clause U.5.1 by all Staff and shall comply with the University's policy on the matters set out in Clause U.5.1, as reasonably directed by the University.

U.5.3 In addition to its obligations under clauses U.5.1 and U.5.2 , the Partner Institution shall:

U.5.3.1 Comply with any reasonable direction given by the University to:

U.5.3.2 make adjustments to a provision, criterion or practice or to physical feature; or

U.5.3.3 to provide an auxiliary aid; to avoid a disadvantage to any disabled student where the disabled student is at a substantial disadvantage in comparison with persons who are not disabled;

U.5.3.4 Keep records of any assessment of disability in respect of a student, the reasonable adjustments proposed in respect of such student (including any direction given by the University pursuant to clause U.5.3) and the implementation and monitoring of such adjustments;

## **U.6 Data Protection**

U.6.1 The Partner Institution agrees that, in relation to any personal data of students enrolled on a Course it shall:

U.6.1.1 Process such personal data in accordance with the Data Protection Act and any other applicable data protection legislation;

U.6.1.2 Procure consent from each student for the Partner Institution to disclose such data to the University;

U.6.1.3 Procure consent from each student for the University to process such data for the purposes of administering the Course and providing awards;

U.6.1.4 Procure consent from each student for the University to disclose some of such information to Higher Education Statistics Agency (HESA) or equivalent body or to third parties, for example, progression information required by sponsors, references to potential employers, the Home Office for visa applications, and information to external bodies (e.g. Edexcel, CGLI) where necessary.

U.6.1.5 Use all reasonable endeavours to assist the University to comply with obligations imposed on the University by the Data Protection Act, including but not limited to complying with any subject access request.

U.6.2 With respect to the personal data transfer from the Partner Institution to the University for the purposes of the performance of this Agreement or any Course Leave Agreement,

the Parties agree to comply with the requirements and obligations as set out in Schedule 6 of this Agreement/ the supplementary Data Sharing Agreement between the Parties.

U.6.2.1 With respect to personal data transferred from the University to the Partner Institution and processed for the purposes of the performance of this Agreement in respect of which PECR, DPA 2018 and the UK GDPR (as defined in Schedule 7) apply, the Parties agree to comply with the requirements and obligations as set out in Schedule 7 of this Agreement/ the supplementary Data Sharing Agreement between the Parties.

## **V. General Terms**

### **V.1 Interest and Costs**

V.1.1 If either party fails to pay any amount due from it under this Agreement or a Course Level Agreement, then save as provided for in any Course Level Agreement, the receiving party may charge interest on the overdue amount from the due date to the date of actual payment at the Default Interest Rate. Such interest shall accrue on a daily basis and be compounded annually;

V.1.2 The Partner Institution shall repay to the University its reasonable expenses and any legal costs it incurs in taking steps (including court action) to enforce the Partner Institution's obligations under this Agreement or any associated Course Level Agreement for the payment of the money to the University.

### **V.2 Amendment**

V.2.1 No variation of this Agreement or the Course Level Agreements shall be effective unless it is in writing and signed by the University Representative and the Partner Institution Representative.

### **V.3 Force Majeure**

V.3.1 Neither party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of time for performing such obligations.

V.3.2 If the period of delay or non-performance continues for 10 weeks, the party not affected may terminate this Agreement by giving 21 days' written notice to the affected party.

### **V.4 Confidentiality**

V.4.1 Each party undertake that it will:

V.4.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

V.4.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except as permitted by clause V.4.2

V.4.2 Each party may disclose the other party's Confidential Information:

V.4.2.1 To its employees, officers or advisers who need to know such information to carry out the party's obligations;

V.4.2.2 As may be required by law, by a court of competent jurisdiction or any governmental or regulatory authority.

V.4.3 No party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

## **V.5 Entire Agreement**

V.5.1 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter;

V.5.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty of undertaking (whether innocently or negligently made) other than as expressly set out in this Agreement.

V.5.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

## **V.6 Set Off**

V.6.1 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim deduction or withholding other than as required by law.

## **V.7 Assignment**

V.7.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement or any Course Level Agreements without the prior written consent of the other party (such consent not to be unreasonably refused or delayed).

V.7.2 It shall not be unreasonable for the University to refuse consent pursuant to clause V.7.1 if any amount due from the Partner Institution to the University under this Agreement or a Course Level Agreement remains unpaid.

## **V.8 Waiver**

V.8.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **V.9 Cumulative Remedies**

V.9.1 Unless a right or remedy afforded to any party is expressed to be an exclusive right or remedy, the exercise of it is without prejudice to any other rights and remedies that party has. The rights and remedies provided by this Agreement are cumulative and,

unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Agreement.

#### **V.10 Severance**

V.10.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

V.10.2 If any provision is deemed deleted in accordance with clause V.10.1 the parties shall negotiate in good faith to amend the provision so that as amended it is legal, valid and enforceable and to the greatest extent possible achieve the intended commercial result of the original provision.

#### **V.11 Partnership or Agency**

V.11.1 Nothing in this Agreement (including the defined terms) is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into commitments for on behalf of any other party.

V.11.2 Each party confirms that it is acting on its own behalf and not for the benefit of another person.

#### **V.12 Further Assurance**

V.12.1 The Partner Institution shall promptly execute and deliver all such documents and perform such acts as the University may from time to time reasonably require for the purpose of giving effect to this Agreement.

#### **V.13 Notices**

V.13.1 A notice given to a party under or in connection with this Agreement shall be:

V.13.1.1 in writing; and

V.13.1.2 sent to the address given in this Agreement or as otherwise notified in writing to the other party; and

V.13.1.3 sent by fax or by first class pre-paid post or other next day delivery service or by pre-paid airmail; and

V.13.1.4 in the English language.

V.13.2 A notice shall be deemed delivered:

V.13.2.1 At 9.00am on the second day after despatch by fax;

V.13.2.2 At 9.00am on the second day after despatch by pre-paid first class post or other next day delivery service to an address in the UK; and

V.13.2.3 At 9.00am on the fifth day after despatch by pre-paid airmail.

V.13.2.4 This clause does not apply to service of proceedings or documents in any legal action or arbitration or other method of dispute resolution.

V.13.2.5 Notices under this Agreement are not valid if sent by email.

#### **V.14 Counterparts**

V.14.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

V.14.2 Transmission of an executed counterpart (but for the avoidance of doubt not just a signature page) by email (in PDF or other agreed format) shall take effect as delivery of an executed counterpart. Without prejudice to the validity of the agreement thus made, each party shall provide the other party with the original counterpart as soon as reasonably possible thereafter.

V.14.3 No counterpart shall be effective until each party has delivered one executed counterpart to the other.

#### **V.15 Third Party Rights**

V.15.1 No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

#### **V.16 Law and Jurisdiction**

V.16.1 This Agreement, any Course Level Agreements associated with it, and any dispute or claim arising out of or in connection with it or its 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.

V.16.2 Subject to clause V.16.3 below the parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or any Course Level Agreements associated with it, or in connection with its subject matter or formation (including non-contractual disputes or claims).

V.16.3 Nothing in clause V.16.2 shall limit the right of the either party to bring proceedings relating to any dispute or claim that arises out of, or in connection with this Agreement or any Course Level Agreements associated with it, or in connection with its subject matter or formation (including non-contractual disputes or claims) in the courts of the other party's domicile.

## Schedule 1: Glossary

- a. In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Academic Liaison Tutor</b>            | Means a member of the University's academic Staff designated in a Course Level Agreement (or subsequently designated by the University) to act as the initial point of contact for all academic issues arising out of the Course and as specifically provided by this Agreement or any Course Level Agreement.                                                                                                                     |
| <b>Academic Regulations</b>              | The regulations published by the University that lay down the University's requirements for the maintenance of standards of its approved awards, including awards offered in collaboration with partner institutions                                                                                                                                                                                                               |
| <b>Accredited Prior Learning</b>         | Means the credit-rating of a course or giving credit to an individual applicant or student in respect of prior learning, namely: <ul style="list-style-type: none"> <li>• learning has been assessed by the University or comparable body (Certificated Prior Learning); or</li> <li>• experiential learning which has not previously been assessed by the University or comparable body (Experiential Prior Learning);</li> </ul> |
| <b>Agreement</b>                         | Means this agreement                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Continuous Monitoring Date</b>        | Means the date specified in the Course Level Agreement for the provision of the Course Monitoring Information pursuant to clause                                                                                                                                                                                                                                                                                                   |
| <b>Continuous Monitoring Information</b> | Means: <ol style="list-style-type: none"> <li>1. Student numbers and student performance data</li> <li>2. The names of all Staff involved in delivering the Course;</li> </ol>                                                                                                                                                                                                                                                     |
| <b>Awards Board</b>                      | Means the University's Awards board to which has been delegated the conferment of University Awards on individual students, subject to the University's Academic Regulations and any course specific regulations.                                                                                                                                                                                                                  |
| <b>Branding Guidelines</b>               | Means any guidelines published by the University from time to time regarding the use of its brand (including its name, logo, trademarks, get up and trade dress).                                                                                                                                                                                                                                                                  |
| <b>CAS</b>                               | Means a Confirmation of Acceptance for Studies                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Course Level Agreement</b>            | Means an agreement concluded pursuant to clause D.1.3                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Commencement Date</b>                 | Means the date specified as the commencement date in clause A.1.1                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Complaint</b>                         | Means a formal expression of dissatisfaction with any alleged act or omission of the Partner Institution by a student, former student, applicant or any other user of the Partner Institution's services.                                                                                                                                                                                                                          |
| <b>Completion of Procedures Letter</b>   | Means a letter or other written communication confirming a student that the internal (that is, within the Partner Institution and University) procedure relating to a particular matter (such as complaints, academic appeals, disciplinary matters and breaches of codes of conduct and                                                                                                                                           |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|                                 | regulations) has been concluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Confidential Information</b> | <p>Means all information (however recorded or preserved) :</p> <ul style="list-style-type: none"> <li>• That a reasonable business person would consider confidential and that relates to: <ul style="list-style-type: none"> <li>○ The business, affairs, students, suppliers, plans, intentions of a party</li> <li>○ The operations, processes, product information, know-how, designs or trade-secrets of a party;</li> </ul> </li> <li>• Developed in the course of carrying out this Agreement or any Course Level Agreement;</li> <li>• That this Agreement or any Course Level Agreement stipulates is or should be kept confidential.</li> </ul> <p>other than information which is already in the public domain (otherwise than as a result of a breach of confidentiality).</p> |
| <b>Continuing Students</b>      | Means students who are enrolled on a Course prior to termination of this Agreement or the relevant Course Level Agreement and who are not at the time of termination entitled to a University Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Course</b>                   | Means a franchised course of study approved by the University as forming a coherent pattern of instruction and assessment leading to a University Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Course Handbook</b>          | Means the Handbook prepared pursuant to clause D.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Course Leader</b>            | Means a member of the Partner Institution's Staff designated in a Course Level Agreement (or subsequently designated by the PI) to be responsible for managing a course                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Head of School</b>           | Means the person designated from time to time to head a School                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Default Interest Rate</b>    | Means 8% above the Bank of England base rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Delivery Fee</b>             | Means the fee specified in the Course Level Agreement that is payable by the University to the Partner Institution in respect of a Course.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Due Diligence Material</b>   | Means all information, statements, warranties and representations provided to the University by or on behalf of the Partner Institution in writing before the execution of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Emergency Review</b>         | Means a review carried out pursuant to clause L.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>External Examiner</b>        | Means a person appointed under procedures determined by the University's Academic Board to verify the standards of courses leading to the University's awards, or the standards of modules contributing to those courses, as being generally accepted for UK higher or further education.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>School</b>                   | Means a School of the University                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Fitness to Study</b>         | <p>Means:</p> <p>A student's fitness to:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                    | <ul style="list-style-type: none"> <li>• Start a particular Course; or</li> <li>• Continue with their current Course; or</li> <li>• Return to their current Course (or another Course); and</li> </ul> <p>A student's ability to meet:</p> <ul style="list-style-type: none"> <li>• The reasonable academic requirements to the Course; and</li> <li>• The reasonable social and behavioural requirements of a student of the Partner Institution without having an unacceptably detrimental effect on the health, safety, welfare and/or education experience of the student, other students, or members of Staff.</li> </ul>                                                                                                                                                                                                                                    |
| <b>Course</b>                      | A course devised by the University in respect of which the student has contracted with the Partner Institution, and which is delivered by the Partner Institution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Fee</b>                         | Means the fee specified in the Course Level Agreement that is payable by the Partner Institution to the University in respect of a Course.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Freedom of Information Act</b>  | Means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Good Sector Practice</b>        | Means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced body engaged in a similar type of undertaking under the same or similar circumstances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Head of AQD</b>                 | Means the member of the University's Staff designated from time to time to head the University's Academic Quality Department (or such other division or office in the University charged with keeping the University's quality framework and its implementation under review).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Health and Safety Standards</b> | Means all laws, regulations and statutory guidance and Good Sector Practice relating to matters of health and safety of employees, students and visitors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>HEFCE</b>                       | Means the Higher Education Funding Council for England                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Insolvency Event</b>            | <p>means, in respect of the PI:</p> <ol style="list-style-type: none"> <li>1) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>2) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act</li> </ol> |

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|                                                 | <p>1986; or</p> <p>3) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>4) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>5) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>6) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>7) where the Partner Institution is an individual or partnership, any event analogous to those listed in points 1) to 6) (inclusive) occurs in relation to that individual or partnership; or</p> <p>8) any event analogous to those listed in points 1) to 7) (inclusive) occurs under the law of any other relevant jurisdiction;</p> |
| <b>Intellectual Property Rights</b>             | Copyright and similar rights, database rights, patents and rights in inventions, trademarks and service marks, rights in get up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in business names, domain names and website addresses, designs, know-how, trade secrets, rights to use and protect the confidentiality of Confidential Information and all other intellectual property rights, in each case whether registered or unregistered and including applications and rights to apply for such rights; any renewals or extensions of such rights; and all similar or equivalent rights or forms of protections in any part of the world.                                                                                                                                                                                                                                                                                                                       |
| <b>International Students</b>                   | Means any student who requires a visa, leave or other permission to enter or remain in the UK.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Marketing</b>                                | Activities undertaken and documents prepared to promote the Course to the prospective students or their influencers, including printed and online promotional activity, advertising, literature, event collateral, fact or information sheets (printed or electronic), promotional copy or images, and display materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>National Student Survey</b>                  | The survey of final year degree students conducted on behalf of HEFCE;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Notification of Mitigating Circumstances</b> | <p>Means the notification of circumstances that were acute, severe, unforeseen and outside a student's control that occur immediately before or during an assessment period that resulted in:</p> <ul style="list-style-type: none"> <li>• non-attendance at an examination;</li> <li>• non-submission of coursework; or</li> <li>• impaired academic performance in an examination.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Partnership</b>                              | Means the Partnership Operations Manual published by the University                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| <b>Operations Manual</b>                     | from time to time.                                                                                                                                                                                                                                                                                                                                     |
| <b>Institutional Review</b>                  | Means to evaluate the financial, legal and regulatory health of the partnership and the partner institution.                                                                                                                                                                                                                                           |
| <b>Partner Institution Representative</b>    | Means the person designated in the Course Level Agreement as the Partner Institution's representative or such other person designated by the Partner Institution from time to time notified to the University in relation to this Agreement or any Course Level Agreement.                                                                             |
| <b>Periodic Review</b>                       | Means to critically reflect on the performance of a course or discipline, to make the case for its continuation, to assess its academic health and currency, and, if necessary, to propose changes.                                                                                                                                                    |
| <b>Postgraduate Taught Experience Survey</b> | Means the annual, national survey of taught postgraduate students run by the Higher Education Academy.                                                                                                                                                                                                                                                 |
| <b>Premises</b>                              | Means the location specified in the Course Level Agreement at which the Course shall be delivered.                                                                                                                                                                                                                                                     |
| <b>Request for Information</b>               | Means a request for information relating to this Agreement or any CLA, or any Course under FOIA or the Environmental Information Regulations.                                                                                                                                                                                                          |
| <b>Staff</b>                                 | Means all persons employed or engaged by the applicable party together with that party's servants, agents, suppliers, consultants and sub-contractors used in the performance of the party's obligations under this Agreement or any Course Level Agreement.                                                                                           |
| <b>Step-in Nominee</b>                       | Means a person, corporate body or firm appointed by the University pursuant to paragraph Schedule 1.f.ii in Schedule 1.a                                                                                                                                                                                                                               |
| <b>Step-in Period</b>                        | Means a period of time starting with the notice of a notice pursuant to a and ending with the service of a notice pursuant to d                                                                                                                                                                                                                        |
| <b>Student Casework Office</b>               | Means the University's Student Casework Office (or such other division or office in the University charged with managing appeals against allegations of academic misconduct or termination of student status.                                                                                                                                          |
| <b>Student Misconduct</b>                    | Means any act by or omission of a student which improperly interferes with the functioning or activities of the University or of the Partner Institution, or of those who work or study in the University or the Partner Institution, or which otherwise improperly damages the University or the Partner Institution or their respective reputations. |
| <b>Student Services</b>                      | Means information and advice regarding accommodation (if necessary), facilities at the Partner Institution, funding, money management and debt, disability and dyslexia (including the support available) and emotional wellbeing.                                                                                                                     |
| <b>Subject Standards Board</b>               | Means a board appointed by the University pursuant to clause I.5.4.                                                                                                                                                                                                                                                                                    |
| <b>Teach-out Period</b>                      | Means a period during which the Continuing Students can reasonably be expected complete the Course, subject to a maximum of 3 years or such other period agreed between the parties.                                                                                                                                                                   |
| <b>Term</b>                                  | Means the period of time specified as clause A.1.1                                                                                                                                                                                                                                                                                                     |
| <b>Tier 4 Licence</b>                        | Means a licence issued by the government permitting the Partner                                                                                                                                                                                                                                                                                        |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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|                                    | Institution to sponsor International Students to obtain a visa to study in the UK.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>University Award</b>            | Means a degree, diploma or certificate from time to time approved by University under its Laws and listed in the Academic Regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>University Representative</b>   | Means the Deputy Vice-Chancellor or such other person designated by the University from time to time in relation to this Agreement or any Course Level Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Course</b>                      | A Course devised by the Partner Institution in respect of which the student has contracted with the Partner Institution, and which is delivered by the Partner Institution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Validation Fee</b>              | Means the fee specified in the Course Level Agreement that is payable by the Partner Institution to the University in respect of a Course.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Working Days</b>                | Means any day other than a Saturday, Sunday or public holiday in England and Wales                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Key Personnel</b>               | Means the natural persons designated as key personnel in the Course Level Agreement or subsequently designated as Key Personnel by notice given by the University from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Insurance Cover Requirement</b> | <p>Means:</p> <p>a limit of indemnity of not less than £150,000:</p> <p>in respect of</p> <ul style="list-style-type: none"> <li>○ Liability for injury to third parties (including students and the University's Staff)</li> <li>○ Occupiers' liability cover</li> <li>○ Professional indemnity cover</li> <li>○ Interruption of the Partner Institution's business</li> </ul> <p>such limit required by law; or</p> <p>such limit required by the Higher Education Commission in Pakistan; or</p> <p>such limit stipulated in the Course Level Agreement;</p> <p>whichever is the greater.</p> <p>This indemnity may be covered by insurance or alternative means, as mandated by the Higher Education Commission in Pakistan.</p> |
| <b>Payment Arrangements</b>        | Means the arrangements governing time and manner of payment of the Franchise Fee or Validation Fee set out in the Course Level Agreement. In default of any such arrangements in the Course Level Agreement, the fee shall be payable in 4 instalments 30 days after receipt of invoices rendered in November, January, March and June.                                                                                                                                                                                                                                                                                                                                                                                              |

- b. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement;
- c. The schedules form part of this Agreement and shall have effect as if set out in full in this Agreement. Any reference to this Agreement includes the schedules.
- d. Unless otherwise requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.
- e. Unless otherwise requires otherwise, a reference to one gender shall include a reference to the other genders.
- f. The words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall be construed as if they were immediately followed by the words "without limitation";
- g. References to any statute, enactment, order, regulation, code, official guidance, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance, or instrument as amended or re-enacted from time to time, whether before or after the date of this Agreement or any Course Level Agreement and in the case of a reference to a statute is also to all subordinate legislation made under that statute whether before or after the date of this Framework Agreement or any Course Level Agreement.

***[This IMoA will have associated with it the specific Course Level Agreements, which will take the form shown below].***

## Schedule 2: Course Level Agreement

### Sample template

#### Course Level Agreement (CLA)

between

London Metropolitan University

and

***Sarhad University of Science & Information Technology, Peshawar/Islamabad***

This Course Level Agreement is entered into pursuant to and subject to the provisions of the Institutional Memorandum of Agreement entered into between the University and the Partner Institution on ***[IMoA Date]*** (agreement number: ***[IMoA Unique Identifier]***) ("the Agreement"). The Partner Institution agrees to deliver the Course specified below on and subject to the terms of this Course Level Agreement and the Agreement. The definitions and interpretations that apply to the Agreement apply to this Course Level Agreement.

|                                                                                                                                                                                             |                                                                                          |              |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------|-------------------------|
| Date                                                                                                                                                                                        | 21 <sup>st</sup> January, 2026                                                           | Reference No | [CLA Unique Identifier] |
| Between:                                                                                                                                                                                    |                                                                                          |              |                         |
| University                                                                                                                                                                                  | London Metropolitan University (“the University”)                                        |              |                         |
| University Address                                                                                                                                                                          | 166-220 Holloway Road, London N7 8DB                                                     |              |                         |
| Partner Institution                                                                                                                                                                         | Sarhad University of Science & IT, Peshawar/Islamabad Campus (“the Partner Institution”) |              |                         |
| Partner Institution Address                                                                                                                                                                 | 1. Landi Akhun Ahmad, Ring Road, Peshawar<br>2. T-Chowk Rawat, Islamabad.                |              |                         |
| Partner Institution Representative                                                                                                                                                          | Prof. Dr. Salim-ur-Rehman, Vice Chancellor                                               |              |                         |
| 1. Term                                                                                                                                                                                     |                                                                                          |              |                         |
| 1.1. Start date of this Course Level Agreement: May, 2026.<br>1.2. This Course Level Agreement shall continue, unless terminated earlier in accordance with the Agreement, until May, 2031. |                                                                                          |              |                         |
| 2. Course                                                                                                                                                                                   |                                                                                          |              |                         |
| 2.1. Course Title:<br>2.2. Type of Course:                                                                                                                                                  |                                                                                          |              |                         |

- 2.3. Course Leader:
- 2.4. Academic Liaison Tutor:
- 2.5. Key Personnel
  - **[Partner Key Personnel]**
  - Key Personnel:
  - **[University Key Personnel]**
- 2.6. Academic Areas of the Course to be provided by the Key Personnel:
- 2.7. Minimum qualifications for Staff delivering the Course: Masters or equivalent **(PhD)**
- 2.8. Mode of Study: **(face-to-face/hybrid/blended/distance learning) All four**
- 2.9. Premises at which the Course will be delivered: As per
- 2.10. Language of instruction: **English**
- 2.11. Course Specification: Refer to Appendix 1 of the Course Level Agreement
- 2.12. Course specific regulations and procedures:
  - 2.12.1. Refer to section 25 of the course specification in Appendix 1 of the Course Level Agreement.
  - 2.12.2. **[As per procedure laid out by London Metropolitan University]**

### 3. Financial Arrangements

- 3.1. Fees:
  - 3.1.1 The Partner shall determine the tuition fees charged to the students. The students shall pay tuition fees to The Partner.
  - 3.1.2 The University shall invoice The Partner the following charges in all years that the course is delivered:
    - a) A per capita fee of £[Fees should always be listed and invoiced in GBP] per FTE equivalent student registered for [specify credit value] credits per academic year.
    - b) A per capita fee for a part time student shall be calculated based on the total number of credits being enrolled and registered on per academic year.
    - c) A pro rata fee for any continuing student who is required to registered for an additional module or re-register for a failed module (retake).
  - 3.1.3 The per capita fee will be reviewed annually, and may be subject to an annual increase.
  - 3.1.4 Any changes to the fee will be discussed and communicated at least three months before the start of the next academic year.

If a student is withdrawn or interrupts, the following refund policy will apply:

- a) Any student who withdraws within the first 14 days of the start date will not be charged for.
- b) Full Time students: withdrawal or interruption before the start of the 2nd Term - 50% of the fee will be refunded.
- c) Full Time students: withdrawal or interruption on or after the 2nd Term – No refund shall be given.
- d) Part Time students: withdrawal or interruption before 50% of the full-time annual credit load\* has been completed – 50% of the fee charged within the current academic year will be refunded.
- e) Part Time students: withdrawal or interruption where 50% or more of the full-time annual credit load\* has been completed – no refund shall be given.

*\*full time annual credit load is 120 credits for undergraduate and 180 credits for postgraduate taught.*

3.1.5 The per capita fee will be subject to a minimum charge to The Partner for the courses related to IMoA Contract [IMoA Unique Identifier] of £[insert value] per annum regardless of the number of students enrolled.

### 3.2. Payment Arrangements:

3.2.1. The invoice will be raised for each intake registered and will include New and Returning students where relevant.

3.2.2. The invoice shall be paid in **[number of instalments]** equal instalments in **[November, January, March and June]** by bank transfer in pounds sterling to such bank account as may be notified by the University to The Partner from time to time. The Instalments shall be paid by the partner Institution to the University in the months outlined in Table 1:

Table 1

| <b>Cohort start month</b> | <b>Invoice raised by the University (Month)</b> | <b>Partner institution to pay the University 25% - First payment</b> | <b>Partner institution to pay the University 25% - Second payment</b> | <b>Partner institution to pay the University 25% - Third payment</b> | <b>Partner institution to pay the University 25% - Fourth payment</b> |
|---------------------------|-------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>October</b>            | <b>November</b>                                 | <b>December</b>                                                      | <b>February</b>                                                       | <b>April</b>                                                         | <b>June</b>                                                           |
| <b>February</b>           | <b>March</b>                                    | <b>April</b>                                                         | <b>June</b>                                                           | <b>August</b>                                                        | <b>October</b>                                                        |

3.2.3. The final invoice shall cover any outstanding amount in respect of the minimum charge.

3.2.4. The Partner shall pay interest at a rate of 1.5% per month on any overdue amount 30 days from the date on which payment is due. The Partner shall also reimburse to the University all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

3.2.5. If payment is not received within 30 days the University reserves the right to stop recruitment of new students to the programme at any time during the course of the

year.

#### 4. Admissions

4.1. The cumulative number of students to be enrolled on the Course in each academic year is outlined in table 2:

Table 2 – projected student numbers to be enrolled and registered each academic year of the course:

| Academic Year             | 2028-29 | 2027-28 | 2026-27 |
|---------------------------|---------|---------|---------|
| Projected student numbers |         |         |         |

4.2. Entry requirements:

***For BS – Intermediate and / or equivalent***

***For MS/M.Phil – BS and or / equivalent***

4.3. Method of application to the Course: ***[directly to the Partner Institution or the University etc] directly to the partner Institution***

4.4. Method of making admissions decisions:

✓ Standard: Partner Institution

Non-Standard: Academic Liaison Tutor at the University

4.5. Admission Criteria:

***As per London Metropolitan University requirements.***

#### 5. Enrolment and Change of Student Status

5.1. The Partner Institution shall provide details of the students enrolled on each Course to the University within 6 weeks of enrolment.

5.2. The Partner Institution shall provide details of the students withdrawn on each Course to the University within 2 weeks of the last date of attendance.

5.3. The Partner Institution shall provide details of the students taking a break in studies on each Course to the University within 2 weeks of the last date of attendance.

#### 6. Procedures and Quality Enhancement

6.1. Additional procedures to be adopted by the Partner Institution in respect of the Course: Procedures on mitigation circumstances, academic appeals and student misconduct that are consistent with the University's procedures.

6.2. Additional information to be included in the Course Handbook: Procedures on mitigation circumstances, academic appeals, and student misconduct

6.3. Student Feedback mechanisms for the Course:

- Course committee to be held each semester

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Participation in student course evaluation survey conducted by the Partner and/or the University</li> </ul> <p>6.4. Additional information to be kept in the students' records: None</p> <p>6.5. Additional information to be kept in the Course records: None</p> <p>6.6. Continuous Monitoring: Continuous Monitoring Deadline: Deadlines for all continuous monitoring activities are listed in the Continuous Monitoring Process.</p> <p>6.7. Timetable for Partner Institution to provide additional documents to the University as contained in the Quality Manual and Partnerships Operational Manual and between colleagues at The Partner and The University.</p> <p>6.8. Course Handbook – at the latest 2 weeks before enrolment</p> <p>6.9. Staff CVs (for new staff members) – at the latest 2 weeks before enrolment</p>                                                                                                                                                                               |
| <b>7. Facilities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>7.1 Facilities and services for students to be provided by the Partner Institution:</p> <p>7.1.1. All student related services and facilities including Library, online resources, IT, study space, student academic and pastoral support.</p> <p>7.1.2. The Partner Institution is expected to ensure that staff and students have access to relevant resources appropriate to the learning and student experience.</p> <p>7.2 Facilities and services for students to be provided by the University:</p> <p>7.2.1 Registration, access to university buildings, Conferment of Awards;</p> <p>7.2.2. The verification of course publicity where the University's name, courses and awards are mentioned;</p> <p>7.2.3. Liaison and standard staff development between staff of the University and the Partner Institution.</p> <p>7.2.4. Access to e-resources: These are generally open access titles and due to licensing agreements may change. A list of current resources is available on request or via the relevant library partner webpage.</p> |
| <b>8. Assessment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>8.1. Key dates for assessment: As contained in the Course Handbook and the 'Responsibilities and Key Dates checklist' document</p> <p>8.2. Responsibility for preparing the assessments: Partner Institution</p> <p>8.3. Responsibility for approving assessments: The University</p> <p>8.4. Responsibility for preparing the marking schemes: Partner Institution</p> <p>8.5. Responsibility for marking examination scripts, coursework and projects. This includes first marking and second marking (or moderation) of exams and coursework: Partner Institution</p> <p>8.6. Responsibility for external moderation of marking and standards. This includes the nomination and appointment of the External Examiner(s) who moderate the marking and standards: The University</p>                                                                                                                                                                                                                                                                    |
| <b>9. Insurance and Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>9.1. Additional insurances required: None</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Levels of Indemnity required: *the limits are set out in the Institutional Memorandum of Agreement*

**10. Franchised Course Intellectual Property Licence**

10.1. Additional insurances required: None

**11. Other terms**

11.1. Additional insurances required: None

**12. Formation**

12.1. The Course Level Agreement shall be formed when it has been signed on behalf of the University and the Partner Institution and counter signed by the Head/Dean of the relevant School(s).

**SAMPLE SIGNATURES OF REPRESENTATIVES**

|                |                |
|----------------|----------------|
| <b>Signed:</b> | <b>Signed:</b> |
|                |                |
| <b>Date:</b>   | <b>Date:</b>   |

|                |                |
|----------------|----------------|
| <b>Signed:</b> | <b>Signed:</b> |
|                |                |
| <b>Date:</b>   | <b>Date:</b>   |

### **Schedule 3: Emergency review**

- a. Where the University decides to carry out an Emergency Review it shall serve a notice on the Partner Institution signed by the University Representative.
- b. After service of a notice pursuant to paragraph a of this Schedule 3 the University may:
  - i. Require the Partner Institution to answer questions regarding matters of concern;
  - ii. Attend the Premises or any other location occupied by the Partner Institution to:
    - 1. Discuss matters of concern with representatives of the Partner Institution;
    - 2. Interview students enrolled on the Course;
    - 3. Interview Staff involved in delivering the Course;
    - 4. Inspect records and any other relevant documentation pertaining to the Course or the matters of concern;
- c. After service of a notice pursuant to paragraph a of this Schedule 3 the Partner Institution shall:
  - i. respond to any questions put to it by the University within a reasonable period (and in any event within 20 working days);
  - ii. cooperate with the University in arranging interviews with students enrolled on the Course or Staff involved in delivering the Course;
  - iii. allow the University to audit the Partner Institution's records and any other relevant documentation;
  - iv. Allow the University access to the Premises or any other location occupied by the Partner Institution at all reasonable times;
- d. The University shall prepare a Review Report, which may contain recommendations as to further action to be taken by the University or the Partner Institution;
- e. The Review Report shall be provided to the Partner Institution Representative, and, shall be considered Confidential Information.
- f. The University may give effect to any recommendations made in the Review Report by giving directions pursuant to clause D1.2.

#### **Schedule 4: Step In**

- a. Where the University elects to exercise its right to step in it shall serve a notice signed by the University Representative.
- b. After service of a notice pursuant to paragraph a of Schedule 4 the University may, on behalf of the Partner Institution :
  - i. itself take such steps (in accordance with Good Sector Practice) as reasonably necessary to remedy the breach or failure; or
  - ii. engage others to take such steps (in accordance with Good Sector Practice) as necessary to remedy the breach or failure.
- c. Where the University elects to exercise its right to step in, the Partner Institution shall:
  - i. give all reasonable assistance to the University (or the Step-in Nominee) when such steps are being taken.
  - ii. indemnify the University for all reasonable and proper costs and expenses incurred by it in taking the steps or engaging the Step In Nominee to take the steps (including without limitation, the relevant administrative costs and expenses incurred by the University), provided that the University shall not be entitled to claim under both this paragraph and clause P.2;
- d. Following the remedy (or partial remedy) by the University (or the Step-in Nominee) of any failure to perform or breach pursuant to clause L.2.1, the University shall (or procure that Step-in Nominee shall) so notify the Partner Institution as soon as is practicable thereafter, and following such notification the Partner Institution shall forthwith resume performance of those obligations (or such part of those obligations as have been remedied) in respect of which the University has exercised the Step-In Rights.
- e. During the Step-in Period
  - i. the Partner Institution shall pay the Course Fee in addition to the costs payable pursuant to paragraph ii above.
  - ii. The University shall have no entitlement to terminate the Agreement as a consequence of the Partner Institution's failure or breach in respect of which the Step-In Rights have been exercised. This is without prejudice of the right of the University to terminate for any other breach.

## Schedule 5: Teach Out

- a. Where this applies, if
  - i. the Agreement or Course Level Agreement has been terminated for cause pursuant to clause Q.3; or
  - ii. at the time the Agreement terminates by the effluxion of time pursuant to clause Q.1, the University could reasonably have terminated the Agreement for cause pursuant to clause Q.3, the University may in its absolute discretion elect to teach out itself and paragraph d.i of this a shall apply. Where the University does not elect to teach out itself or the Agreement or Course Level Agreement is terminated by notice pursuant to clause Q.2 or by mutual consent pursuant to clause Q.3.2, the Partner Institution shall teach out and paragraph d of this a shall apply.
- b. Where the University has the right (or where the Agreement or Course Level Agreement has not been terminated the University reasonably believes that on termination it will have the right) pursuant to paragraph a of a to elect to teach out itself, but has not served notice of election, on the written request of the University, the Partner Institution shall provide:
  - i. Full details of any members of staff involved with the delivery of the Course (including what other duties not relating to the Course they may have);
  - ii. Full details of all students, including evidence of the immigration status of any International Students; and
  - iii. Such other information pertinent to the Course that the University may require.
- c. Where the University elects to exercise its right to teach out itself it shall serve a notice signed by the University Representative.
- d. Where the Partner Institution is teaching out:
  - i. The University will continue to validate the Course for the Teach-Out Period;
  - ii. The School shall recommend to the Awards Board that an award be made to each Continuing Student enrolled on a Course who appears to have demonstrated the learning outcomes of the Course within the Teach-Out Period, (subject to the provisions of the Academic Regulations and any course specific regulations).

Both parties shall be bound by clause A.2 Interpretation, C Fees and Funding, clause D Academic Standards and Course Approval, clause E Staff, clause F.4 Registration and enrolment, clause G Students, clause H Learning resources, clause I Assessment, clause J Conferment, clause K Records and Information, clause M.2 Insurance, clause N Intellectual Property, clause P Warranties and Indemnity, clause R Consequences of Termination, clause S Liability, clause T Dispute Resolution, clause U Compliance, V.4 Confidentiality, clause V.5 Entire Agreement, clause V.8 Waiver, clause V.9 Cumulative Remedies, clause V.10 Severance, clause V.13 Notices, clause V.15 Third Party Rights, clause V.16 Law and Jurisdiction and the schedules associated with or referred to in those clauses during the Teach-Out Period.
  - iii. The Fee (or such other fee as the parties may agree in writing) shall be paid by the Partner Institution to the University during the Teach-Out Period.
  - iv. The Partner Institution shall cease publicising the Course and shall ensure that any Publicity ceases to make any reference to the University. The Partner Institution may refer to the University as the validating body for the Course in documents and

handbooks that are made available to Continuing Students, provided it is made clear that the only applies to Continuing Students.

e. Where the University has elected to teach out:

- i. The Partner Institution shall use its best endeavours to procure the agreement of the Continuing Students to terminate the contracts to educate between the Partner Institution and the Continuing Students and to agree a new contract to educate with the University on the University's standard terms.
- ii. The Partner Institution shall agree to terminate the contracts to educate between itself and those Continuing Students who have agreed to a new contract to educate with University and irrevocably appoints the University as its agent to execute any document required to effect such a termination.
- iii. The University will not accept liability for any breaches of the contract to educate between the Partner Institution and the Continuing Students.
- iv. The University (or its nominee) shall use its reasonable endeavours to deliver the Course (in accordance with Good Sector Practice) to those Continuing Students who have agreed to a new contract to educate with University.
- v. The Partner Institution shall use its best endeavours to assist the University to deliver the Course, including but not limited to:
  1. Providing information regarding the Course;
- vi. The Partner Institution shall account to the University for all tuition fees received by it in respect of the Course for the Teach-out Period. Unless otherwise agreed in writing, tuition fees received by the Partner Institution for a period including the Teach-out period shall be divided pro rata.
- vii. Until it has accounted for such sums the Partner Institution shall hold such sums as the University's agent and to its order. The Partner Institution shall pay such sums into a separate bank account and shall use its best endeavours to prevent such sums being mingled with other funds of the Partner Institution.

## Schedule 6. Data Transfer from the Partner Institution to the University

1. For the purposes of this Agreement, both Parties confirm that the (1) Partner Institution is the Personal Information Processor ("**PI Processor**") as defined under the PRC Personal Information Protection Law ("**PIPL**"); and (2) the University is a PI Recipient who process Personal Information in accordance with the terms and conditions of this Agreement ("**PI Recipient**").

"**Personal Information**" refers to a variety of information related to an identified or identifiable natural person that is recorded electronically or otherwise, excluding anonymized information.

"**Process**" of Personal Information means any processing activities performed on the Personal Information, including but not limited to collection, storage, use, processing, transmission, provision, disclosure, deletion etc. of Personal Information.

### **2. Purpose, Term, Methods and Types of PI**

- 2.1 The purpose hereunder is to share data as required to run a joint programme between the parties.
- 2.2 The term of processing of Personal Information hereunder shall continue only for the Term, save to the extent required by applicable laws.
- 2.3 The PI Recipient shall carry out the processing of Personal Information in accordance with (1) all applicable laws in relation to personal information protection; (2) any privacy policy/personal information protection policy adopted by the PI Processor for the enrolled students.
- 2.4 The types of Personal Information which shall be transferred to and processed by the PI Recipient are set out in the Appendix 1 to this Agreement, which may be amended by the Parties from time to time.

### **3. Rights and Obligations of both Parties**

- 3.1 The PI Processor agrees that:
  - (a) It shall be fully responsible for completing all the procedures and conditions as required by the PIPL to transfer the Personal Information hereunder to the PI Recipient, including obtaining data subjects' consents as well as any approval, filing or certificate in relation to the data cross-border transfer. If, upon assessment, the PI Processor is required to provide Personal Information by signing a standard contract for the cross-border transfer of personal information, the two Parties shall sign such standard contract.
  - (b) It has the right to request the PI Recipient to provide all the necessary information and documents as required to conduct the personal information protection impact assessment (if applicable). The PI Recipient agrees to provide all the necessary assistance.

- (c) It has the right to supervise the personal information processing activities of the PI Recipient hereunder.

3.2 The PI Recipient agrees that it shall:

- (a) process Personal Information in strict accordance with the requirements of the PI Processor, and if the Personal Information cannot be processed in accordance with the requirements of the PI Processor for any special reasons, promptly report to the PI Processor;
- (b) not further delegate the rights to any other entities to process the Personal Information, without the prior written consent of the PI Processor;
- (c) ensure that their personnel engaged in the processing of Personal Information shall treat as strictly confidential any Personal Information, and are bound under an appropriate obligation of confidentiality;
- (d) at no additional cost charged on the PI Processor, assist the PI Processor in complying with its obligations under the PIPL, where applicable, to undertake personal information protection impact assessment;
- (e) ensure that it is able to provide sufficient level of security protection in the course of processing Personal Information, if the PI Recipient fails to provide sufficient level of security protection in the course of processing Personal Information or if a security incident occurs, provide promptly report to the PI Processor;
- (f) in the event that this Agreement is not effective, invalid, revoked or terminated, return the Personal Information to the PI Processor or deleted the same, and ensure that Personal Information is no longer stored at the PI Recipient;
- (g) immediately inform and deliver to the PI Processor any information or notice severed by any personal information protection regulatory authority; and
- (h) immediately inform the PI Processor if in its option, any instruction or requirements given by the PI Processor to the PI Recipient infringes any applicable personal information protection laws, and assist the PI Processor to implement any necessary changes.

### Appendix 1 Types of Personal Information

|   | Permitted Purposes                                                                                                                                                                                                                                                                                                                                                                       | Permitted Territory                                                                     | Types of PI Processed                                          |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1 | <p><i>Enrolment of students, including student data being imported into the relevant systems, e.g. student record system</i></p> <p><i>Sharing of enrolled student data pertaining to running of the joint programme (e.g. grades, marks and graduation)</i></p> <p><i>For the approval and oversight of staff teaching on the programme, and external examiners where required.</i></p> | <p><i>UK. No transfers to be made to a third territory without prior permission</i></p> | <p><i>As per Appendix One, Data Processing Particulars</i></p> |

## Schedule 7. Data Transfer from the University to the Partner Institution

### 1. DEFINITIONS

In this Schedule 7 the following definitions shall apply:

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Applicable Law"</b>              | means all applicable laws, statutes, enactments, regulations, declarations decrees, directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, regulations, rules, regulatory policies, guidelines, codes, other binding restrictions, regulatory permits and licences applicable under law which are in force from time to time during the term of this Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time as the same are amended, consolidated, modified, re-enacted or replaced;                                            |
| <b>"Appropriate Safeguard"</b>       | means a safeguard which the University deems to be necessary to ensure that a Data Transfer may occur in accordance with the Data Protection Laws, including: <ul style="list-style-type: none"><li>a) the execution by the Partner Institution of a Data Transfer Agreement;</li><li>b) where the transfer is to a Third Party Provider that is a member of the Partner Institution's group, relying on a valid set of binding corporate rules that have been approved by a Regulator; or</li><li>c) another data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme), as amended or replaced from time to time</li></ul> |
| <b>"Controller"</b>                  | means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Data Exporter"</b>               | means a Party making or proposing to make a transfer of Personal Data which is a Data Transfer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Data Importer"</b>               | means a Party in receipt of Personal Data as a result of a Data Transfer;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Data Originator"</b>             | means the Party from whom the Shared Data originates;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"Data Processing Particulars"</b> | means, in relation to any Processing under this Agreement: <ul style="list-style-type: none"><li>a) the subject matter and duration of the Processing;</li><li>b) the nature and purpose of the Processing;</li><li>c) the type of Personal Data being Processed; and</li><li>d) the categories of Data Subjects;</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                       |

as set out in Appendix 1 to this Schedule 7;

**"Data Protection  
Impact Assessment"**

means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data which includes as a minimum:

- a) a systematic description of the envisaged Processing and the purposes of the Processing, including, where applicable, the legitimate interest for which the Processing is carried out;
- b) an assessment of the necessity and proportionality of the Processing operations in relation to the purposes pursued;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Data Protection Laws;

**"Data Protection Laws"** means:

- a) the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("**EEA**") and in relation to the United Kingdom ("**UK**") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as **PECR**, **DPA 2018** and the **UK GDPR** respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time;
- b) any code of practice or guidance published by a Regulator from time to time; and/or
- c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

**"Data Subject"**

means an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly;

**"Data Subject Request"**

means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his/her rights under the Data Protection Laws including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

**"Data Transfer"**

means transferring any Shared Data to, and/ or accessing any Shared Data from and/ or Processing any Shared Data within, a jurisdiction or territory that is a Restricted Country;

**"Data Transfer Agreement"**

means an agreement between a Data Exporter and a Data Importer which incorporates the Standard Contractual Clauses;

**"Data Transfer Risk Assessment"**

means an assessment of the transfer of Shared Data to a Restricted Country, which shall set out:

- a) the Shared Data which will be transferred and/ or Processed;
- b) the country or countries in which and/ or to which the Shared Data will be transferred and/or Processed;
- c) any Third Party Providers who will be Processing and/or receiving Shared Data in such countries;
- d) details of the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward Processing chain and the number of actors involved and the transmission channels;
- e) details of any Disclosure Request made to the Data Importer or those third parties with whom the Data Importer may/shall onward share the Shared Data;
- f) confirmation of the implementation of the appropriate safeguards as are necessary under Data Protection Laws, including the Appropriate Safeguard;
- g) without limiting Paragraph (d), how the Data Importer will ensure that the Data Subjects have enforcement rights and effective legal remedies;
- h) the results of a Data Protection Impact Assessment (where applicable);
- i) the local country assessment undertaken to record the Partner Institution's assessment of legal sufficiency of the recipient country (including whether in the Partner Institution's reasonable opinion, having regard to the Data Protection Laws), anything in that country's law or practice impinges on the effectiveness of the Appropriate Safeguards, including respecting the essence of the fundamental rights and freedoms and that such laws and practices do not exceed what is necessary and proportionate in a democratic society to safeguard the objectives set out in Article 23(1) of the GDPR and are not otherwise in contradiction with the Data Protection Laws ("Local Adequacy");
- j) what supplementary measures (including relevant technical measures such as encryption of Shared Data, contractual measures and organisational measures) have been adopted by the Partner Institution or as between itself and the Data Importer in cases that the local country assessment (referred to in (i) above) has identified any impingement on the effectiveness of the Appropriate Safeguard as a consequence of the laws or practices therein; and
- k) that it has regard to and complies with current government, European Data Protection Board, or other Regulator's recommendations, policies, procedures, guidance and codes of practice on, and any approval processes in connection with the Data Transfer;

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Disclosure Request"</b>              | means, in the event of a Data Transfer occurring, a request for disclosure of, or direct access to, Shared Data by any government or public authority (or any body with delegated authority for any of them) under the laws of the country of destination;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"EU Standard Contractual Clauses"</b> | means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"GDPR"</b>                            | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Good Industry Practice"</b>          | means the use of standards, practices methods and procedures conforming to the Applicable Law and exercise of the degree of skill, care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar services under similar conditions to an entity of a similar size and nature as the University;                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Group"</b>                           | means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Joint Controllers"</b>               | means where two or more Controllers jointly determine the purposes and means of processing of Personal Data;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Losses"</b>                          | means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the Data Subject, cost of complaints handling (including providing Data Subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise; |
| <b>"Permitted Purpose"</b>               | means the purpose of the Processing the Personal Data under or in connection with this Agreement by the Partner Institution for and on behalf of the University as Processor, as set out in more detail in the Data Protection Particulars;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Personal Data"</b>                   | means any information relating to a Data Subject, including but not limited to any Special Category Personal Data and data relating to criminal convictions and offences;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Personal Data Breach"</b>     | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed and, for the avoidance of doubt, includes a breach of Paragraph 3.2.8;                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>"Personnel"</b>                | means, in relation to either Party, all persons engaged or employed by that Party from time to time, including its officers, consultants, contractors, agents and/or Sub-Processors;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Personnel Personal Data"</b>  | means Personal Data relating to Personnel;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Process"</b>                  | means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and <b>"Processing"</b> and <b>"Processed"</b> shall be construed accordingly);                                                                                                                                                                                                                                 |
| <b>"Processor"</b>                | means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Regulator"</b>                | means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering, providing guidance on, supervising and enforcing Data Protection Laws, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time (the <b>"ICO"</b> );                                                                                                                                                                                                                                                                      |
| <b>"Regulator Correspondence"</b> | means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Restricted Country"</b>       | means a country, territory or jurisdiction that is outside of the United Kingdom ( <b>"UK"</b> ) or European Economic Area ( <b>"EEA"</b> ) which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the Data Transfers carried out under or in connection with this Agreement;                                                                                                                                                                                                |
| <b>"Security Requirements"</b>    | <p>means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws including, in particular:</p> <ul style="list-style-type: none"> <li>a) a requirement only to Process Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures;</li> <li>b) a requirement to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature,</li> </ul> |

scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The appropriate level of security shall be assessed by taking into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;

|                                          |                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Shared Data"</b>                     | means the Personal Data shared between the Parties under, or in connection with, this Agreement (such Personal Data is more particularly described in Appendix 1 ( <i>Data Processing Particulars</i> ));                                                                                                                                                                       |
| <b>"Special Category Personal Data"</b>  | means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, and data concerning health or a person's sex life or sexual orientation;                                                                                                                              |
| <b>"Standard Contractual Clauses"</b>    | means the EU Standard Contractual Clauses or the UK Standard Contractual Clauses, as the context requires;                                                                                                                                                                                                                                                                      |
| <b>"Sub-Processor"</b>                   | means any third party Processor appointed by the Partner Institution (including a sub-contractor or any Group company or affiliate, or any Data Importer) to Process the Shared Data on its behalf in connection with this Agreement (including any sub-Processors of such Sub-Processor) and <b>"Sub-Processing"</b> relates to Processing carried out by a Sub-Processor; and |
| <b>"Third Party Controller"</b>          | means a third party with whom the Partner Institution wishes to share the Shared Data, where that third party acts as a Controller and has put in place an appropriate data sharing agreement;                                                                                                                                                                                  |
| <b>"Third Party Provider"</b>            | means a Sub-Processor or a Third Party Controller, as the context requires;                                                                                                                                                                                                                                                                                                     |
| <b>"Third Party Request"</b>             | means a written request from any third party for disclosure of Shared Data where compliance with such request is required or purported to be required by law or regulation, but excluding a Disclosure Request;                                                                                                                                                                 |
| <b>"UK Addendum"</b>                     | means the International Data Transfer Addendum to the EU Standard Contractual Clauses, as set out in Appendix 4 to this Schedule 7 issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1); and                        |
| <b>"UK Standard Contractual Clauses"</b> | means the EU Standard Contractual Clauses, as amended by the UK Addendum.                                                                                                                                                                                                                                                                                                       |

## **2. DATA PROTECTION**

### **2.1. Arrangement Between the Parties**

2.1.1. The Parties may each Process the Shared Data. The Parties each acknowledge and agree that the factual arrangements between them dictate the classification and role of each Party in respect of the Data Protection Laws.

2.1.2. The Parties anticipate that the University shall act as a Controller and the Partner Institution shall act as an independent Controller in respect of the Processing of the Shared Data for the purposes set out in the Data Processing Particulars.

2.1.3. The Parties anticipate that the University shall act as a Controller and the Partner Institution shall act as a Processor in respect of the Processing of the Shared Data for the Permitted Purpose.

2.1.4. Notwithstanding Paragraph 2.1.2 and 2.1.3, if either Party is deemed to be a Joint Controller with the other in relation to the Shared Data, the Parties agree that they shall:

- a) be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 3.2.8 where Shared Data has been transmitted by it, or while Shared Data is in its possession or control; and
- b) acting reasonably and in good faith seek by way of variation or additional agreement or arrangement, to document the parties' respective obligations in accordance with Data Protection Laws (particularly in respect of communications with Data Subjects, third parties and a Regulator, including in respect of transparency requirements and notification obligations).

2.2. Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Schedule 7 (Data Protection) is an accurate description of the Data Processing Particulars.

### **2.3. Contact Data**

2.3.1. Notwithstanding Paragraph 2 the Parties each acknowledge and agree that they may need to Process Personal Data in relation to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and perform their obligations under this Agreement; (b) compile, dispatch and manage the payment of invoices relating to the Fees and Delivery Fees and other fees; (d) manage this Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to this Agreement; and (f) comply with their respective regulatory obligations.

2.3.2. Each Party shall Process such Personal Data for the purposes set out in Paragraph 2.3.1 in accordance with their respective privacy notices. The Parties acknowledge that they may be required to share Personal Data with members of their Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Paragraph 2.3.1, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with the Data Protection Laws.

2.4. Each Party shall in relation to the Processing of the Shared Data comply at all times with its respective obligations under the Data Protection Laws.

### **3. CONTROLLER OBLIGATIONS**

3.1. Where each Party is acting in its capacity as Controller of the Shared Data, this Paragraph 2.4 shall apply.

3.2. Without limiting the generality of the obligation set out in Paragraph 2.4, in particular, each Party shall:

3.2.1. ensure it is not subject to any prohibition or restriction which would:

- a) prevent or restrict it from disclosing or transferring the Shared Data to the other Party or granting the other Party access to the Shared Data as required under this Agreement;
- b) prevent or restrict either Party from Processing the Shared Data, as envisaged under this Agreement;

3.2.2. ensure that all fair Processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Shared Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws. Where acting as Joint Controllers, the Parties shall collaboratively ensure all fair Processing notices have been given (and/or as applicable, consents obtained);

3.2.3. ensure that the Shared Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the other Party to Process such Shared Data as envisaged under this Agreement;

3.2.4. ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements[; and the obligations set out in Appendix 2 (Information Security)]; and at any time where requested provide to the other Party evidence of its compliance with such requirements promptly;

3.2.5. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request, Third Party Request or Regulator Correspondence relating to the Shared Data, not disclose the Personal Data for which the other Party alone is the Controller in response to any Data Subject Request, Third Party Request or Regulator Correspondence without the other Party's prior written consent, and provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request, Third Party Request or Regulator Correspondence. Where acting as a Joint Controller, the Party who has provided the notice (and/or as applicable obtained the necessary consent(s)) pursuant to this Paragraph 3.2.5 shall be responsible for responding to a Data Subject Request, Third Party Request or Regulator correspondence and the other Party shall provide all such reasonable assistance as may be required;

3.2.6. notify the other Party in writing without undue delay (and in any event within twenty-four (24) hours) upon it (or any of its Personnel) becoming aware of any actual, suspected or threatened Personal Data Breach in relation to the Shared

Data ("Data Loss Event") and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

- a) seek to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Shared Data;
- b) promptly provide the other Party with a report containing details about the nature of the Data Loss Event and provide the other Party with further information in phases, as details become available;
- c) support the other Party to make any required notifications to the Regulator and/or other relevant regulatory body and affected Data Subjects where acting as a Joint Controller;
  - i. the Party who has suffered the actual or suspected Data Loss Event shall be responsible (with the support of the other Joint Controller) for making any required notification to a Regulator; and
  - ii. the Party who has provided the notice (and/or as applicable obtained the necessary consent(s)) pursuant to this Paragraph 3.2.6 shall be responsible (with the support of the other Joint Controller) for making any required notification to affected Data Subjects;

3.2.7. take reasonable steps to ensure the reliability of and adequate training of any of its Personnel who have access to the Shared Data; and

3.2.8. hold the information contained in the Shared Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Shared Data.

3.3. The Partner Institution shall only Process the Shared Data for which the University is the Data Originator for the purposes of performing its obligations under this Agreement.

3.4. Before sharing the Shared Data for which the University is the Data Originator with a:

- 3.4.1. Sub-Processor, the Partner Institution must (and shall ensure any Sub-Processor must) comply with the obligations set out in Paragraph 4;
- 3.4.2. third party where such party shall act as a Controller, the Partner Institution must obtain the consent of the University and enter into an appropriate data sharing agreement with the third party and ensure such third party meets the requirements of the Data Protection Laws and only uses such Shared Data for the purposes permitted and set out in this Agreement.

3.5. Except as otherwise provided, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in any Personal Data.

#### **4. PROCESSOR OBLIGATIONS**

4.1. Where the Partner Institution is acting in its capacity as Processor for and on behalf of the University in its capacity as Controller, this Paragraph 4 shall apply.

4.2. Without limiting the generality of the obligation set out in Paragraph 2.4, the Partner Institution (in its capacity as Processor) shall:

- 4.2.1. Process Shared Data for and on behalf of the University for the Permitted Purpose, and only in accordance with the terms of this Agreement and any written instructions from the University;
- 4.2.2. unless prohibited by law, notify the University immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Applicable Law to act other than in accordance with the instructions of the University, including where it believes that any of the University's instructions under Paragraph 4.2.1 infringes the Data Protection Law;
- 4.2.3. implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the University by the Security Requirements;
- 4.2.4. take all reasonable steps to ensure the reliability and integrity of any of the Personnel who shall have access to the Shared Data on a strict need to know basis, and ensure that each member of the Personnel shall have entered into appropriate contractually binding confidentiality undertakings;
- 4.2.5. within thirty (30) calendar days of a request from the University (or, in the event of a Personal Data Breach, immediately on request from the University) allow its data processing facilities, procedures and documentation to be submitted for inspection and/or audit by the University (and/or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Schedule 7 and provide reasonable information, assistance and co-operation to the University, including access to relevant Personnel and/or, on the request of the University, provide the University with written evidence of its compliance with the requirements of this Schedule 7;
- 4.2.6. notify the University promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request, Third Party Request or Regulator Correspondence and shall:
  - a. not disclose any Shared Data in response to any Data Subject Request, Third Party Request or Regulator Correspondence without the University's prior written consent;
  - b. provide the University with all reasonable co-operation and assistance required by the University in relation to any such Data Subject Request, Third Party Request or Regulator Correspondence; and
  - c. continue to provide such further information relating to any such Data Subject Request, Third Party Request or Regulator Correspondence as details become available;

4.2.7. notify the University promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and:-

- a) implement any measures necessary to restore the security of the compromised Shared Data;
- b) assist the University with making any notifications to the Regulator and affected Data Subjects; and
- c) continue to provide further information relating to any such Personal Data Breach as details become available,

any such notification shall be made to the University's nominated data protection officer at [dsar@londonmet.ac.uk](mailto:dsar@londonmet.ac.uk), and the University's contract representative;

4.2.8. except to the extent required by Applicable Law, upon termination or expiry of this Agreement (as applicable), cease Processing all Shared Data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the University) all Shared Data and all copies in its possession or control save where such retention is required under Applicable Law; and

4.2.9. in accordance with Good Industry Practice, assist the University with complying with the obligations imposed on the University by the Data Protection Laws, including:

- a) compliance with the Security Requirements;
- b) obligations relating to notifications required by the Data Protection Laws to the Regulator and/or any relevant Data Subjects; and
- c) undertaking any Data Protection Impact Assessments (and, where required by the Data Protection Laws, consulting with the Regulator in respect of any such Data Protection Impact Assessments).

## **5. APPOINTING SUB-PROCESSORS**

5.1. The Partner Institution shall not sub-contract the performance of any of its obligations under this Agreement without the prior written consent of the University.

5.2. Notwithstanding any consent or approval given by the University under Paragraph 5.1, the Partner Institution shall remain primarily liable to the University for the acts, errors and omissions of any Sub-Processor to whom it discloses, or permits the Processing of, Shared Data, and shall be responsible to the University for the acts, errors and omissions of such Sub-Processor as if they were the Partner Institution's own acts, errors and omissions to the extent that the Partner Institution would be liable to the University under this Agreement for those acts, errors and omissions.

## **6. INTERNATIONAL TRANSFERS**

6.1. The Partner Institution shall not (and shall ensure that a Third Party Provider shall not) make a Data Transfer to a Data Importer without the prior written consent of the University, and without ensuring appropriate safeguards are in place and that enforceable Data Subject rights and

effective legal remedies are available for Data Subjects in accordance with the Data Protection Laws. Such safeguards shall include:

- 6.1.1. Conducting a Data Transfer Risk Assessment;
  - 6.1.2. ensuring that an Appropriate Safeguard is in place in respect of transfers to each relevant Third Party Provider and providing the University with documented evidence of the same; and
  - 6.1.3. implementing any other supplementary measures that the Data Transfer Risk Assessment identifies as necessary to achieve Local Adequacy.
- 6.2. The Parties acknowledge and agree that the Partner Institution is established in a Restricted Country, and shall each therefore comply with their respective obligations set out in Appendix 3 to this Schedule 7 (Data Protection). In the event of a conflict between Paragraphs 2 and 4 above and Appendix 3 to this Schedule 7 (Data Protection), Appendix 3 to this Schedule 7 (Data Protection) shall prevail, except where (and in so far as) the conflicting terms of Paragraphs 2 and 4 provide greater protection for Data Subjects, in which case Paragraphs 2 and 4 shall prevail.

## **7. INDEMNITY**

7.1. The Partner Institution shall indemnify on demand and keep indemnified and hold harmless the University from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the University to the extent arising from the Partner Institution's breach of its obligations under this Schedule 7 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

- 7.1.1. any monetary penalties or fines levied by any Regulator on the University;
- 7.1.2. the costs of any investigative, corrective or compensatory action required by a Regulator, or of the defence of any proposed or actual enforcement taken by a Regulator including if such investigation arises as a result of a self-report or otherwise;
- 7.1.3. any Losses suffered or incurred by, awarded against, or agreed to be paid by the University pursuant to a claim, action or challenge made by a third party to or against the University (including by (or on behalf of) a Data Subject); and
- 7.1.4. except to the extent that Paragraphs 7.1.1 and/ or 7.1.2 and/ or 7.1.3 apply, any Losses suffered or incurred, awarded against, or agreed to be paid by, the University.

7.2. Nothing in this Agreement will exclude, limit or restrict the Partner Institution's liability under this Paragraph 7.

## 8. AMENDMENTS

8.1. If at any time, in the University's opinion, it needs to amend this Schedule 7 in order to comply with its obligations under Applicable Law, the Partner Institution agrees:

- 8.1.1. where permitted by Applicable Law, the University may, at any time by giving the Partner Institution thirty (30) days' notice, unilaterally:
- a) require the replacement of any Data Transfer Agreement entered into in connection with this Agreement with any amended or updated version of those clauses approved under Data Protection Laws or other applicable data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme) with such details of the transfers as necessary completed by the University;
  - b) amend this Agreement to ensure (in its opinion) that any Data Transfers or related Processing comply with Data Protection Laws including further to any judgment of an applicable court or guidance issued by a competent Regulator;
  - c) where execution of a document is required under Data Protection Laws:
  - d) promptly agree, accede to and/or to enter into an appropriate written variation of this Agreement, or any Data Transfer Agreement, or to document information or make the amendments which in the University's opinion are required; and
  - e) if such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data (in particular the Shared Data) under this Agreement will be carried out until such variation has been agreed and executed.

## APPENDIX ONE

### Data Processing Particulars

|                                                          | Role of the Parties                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                   |                                                                                         |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
|                                                          | Independent Controllers                                                                                                                                                                                                                                                                                                                                                                                                               | Joint Controllers                                                                                                                                                                                                                                                                                 | Processor (Partner Institution)                                                         |
| <b>The subject matter and duration of the Processing</b> | For the duration of this Agreement and for 6 years and 6 months from when the student completes or withdraws from the course.                                                                                                                                                                                                                                                                                                         | For the duration of this Agreement and for 6 years and 6 months from when the student completes or withdraws from the course.                                                                                                                                                                     | For the duration of this Agreement.                                                     |
| <b>The nature and purpose of the Processing</b>          | <p>To allow for the payment of invoices to the Partner Institution by confirming the details of the Students enrolled and completion of relevant assessments for the modules taught by the University;</p> <p>Enrolment of Students with the University and Partner Institution;</p> <p>Approval and oversight of Staff;</p> <p>Marketing to prospective Students.</p> <p>Student Alumni participating in the Alumni Association.</p> | Delivery of the Course                                                                                                                                                                                                                                                                            | Management of External Examiners.                                                       |
| <b>The type of Personal Data being Processed</b>         | Students: Student Name, Student ID, Student Date of Birth, Year of Enrolment; details of Academic Misconduct; details of Mitigating Circumstances; Examination Scripts; Coursework; Projects; Graduation details; Award; Certificates and Transcripts; Assessment Records; Induction information;                                                                                                                                     | Students: Student Name, Student ID, Student Date of Birth, Year of Enrolment; details of Academic Misconduct; details of Mitigating Circumstances; Examination Scripts; Coursework; Projects; Graduation details; Award; Certificates and Transcripts; Assessment Records; Induction information; | External Examiners: Name of External Examiners; Correspondence with External Examiners. |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                         |                     |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|                                                | <p>Admission information;<br/>Academic Performance;<br/>Fitness to Study;<br/>Complaints; Marketing<br/>Information.</p> <p>Alumni: Name; Student ID;<br/>Year of Enrolment;<br/>Programme of Study;<br/>Award; Work Experience;<br/>Employment information</p> <p>Staff: Staff Name, Staff<br/>Qualifications and<br/>Experience; Staff<br/>Curriculum Vitae/Resume;<br/>Absences; Working<br/>Arrangements; Long-term<br/>Sickness; Disciplinary<br/>Action; Complaints;</p> | <p>Admission information;<br/>Academic Performance;<br/>Fitness to Study;<br/>Complaints; Marketing<br/>Information.</p> <p>Staff: Staff Name, Staff<br/>Qualifications and<br/>Experience; Staff<br/>Curriculum Vitae/Resume;<br/>Absences; Working<br/>Arrangements; Long-term<br/>Sickness; Disciplinary<br/>Action; Complaints;</p> |                     |
| <b>The categories<br/>of Data<br/>Subjects</b> | <p>Students enrolled by the<br/>Partner Institution and<br/>University for Courses.</p> <p>Staff teaching Courses.</p> <p>Alumni which apply for<br/>membership of the Alumni<br/>Association.</p> <p>Prospective Students.</p>                                                                                                                                                                                                                                                | <p>Students enrolled by the<br/>Partner Institution and<br/>University for Courses.</p> <p>Staff teaching Courses.</p>                                                                                                                                                                                                                  | External Examiners. |

## APPENDIX TWO

### Information Security

The following measures will be taken by the University, with the expectation that the Partner will adopt the same or similar measures accordingly:

|                                             |                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1 Security of Transmission                | <p>All the files shared will not include sensitive data and each file is password protected. Password will be shared separately.</p> <p>Files will be shared via OneDrive with specific staff members to ensure strict access control. This will prevent unauthorised users from viewing or modifying the data.</p> |
| 2.2 Security of Storage                     | Files will be stored on OneDrive. Using Microsoft Authenticator to ensure multi-factor authentication before granting access, reducing the risk of unauthorised data access.                                                                                                                                        |
| 2.3 Security of Processing                  | <p>Only process the minimum amount of personal data necessary for the purpose of the agreement.</p> <p>OneDrive will be used when transmitting personal data listed above.</p>                                                                                                                                      |
| 2.4 Organisational security measures        | <p>Access control - Authentication with username / password; Multi-factor Authentication</p> <p>Use of VPN technology; Use of anti-virus software; Use of a software firewall; Encryption of data carriers in laptops</p> <p>Staff training and awareness</p>                                                       |
| 2.5 Technical security minimum requirements | Access control - Authentication with username / password; Multi-factor Authentication; Use of VPN technology; Use of anti-virus software; Use of a software firewall; Encryption of data carriers in laptops                                                                                                        |
| 2.6 Updates to the Security Requirements    | <p>The Security Requirements will update automatically if the information is updated in the Agreement referred to.</p> <p>The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under this Section.</p>        |

## **APPENDIX THREE**

### **International Transfers**

#### **1. REQUIREMENTS FOR DIRECT DATA TRANSFERS**

##### **1.1. International Data Transfers**

1.1.1. The Partner Institution shall comply with the University's documented instructions issued from time to time in respect of the Appropriate Safeguards.

1.1.2. Prior to making the Data Transfer, the Partner Institution shall provide the University with a Data Transfer Risk Assessment. The Partner Institution shall review and update such Data Transfer Risk Assessment every two (2) years, unless otherwise requested by the University (acting reasonably).

1.1.3. The Partner Institution warrants that it has:-

- a) no reason to believe that the applicable laws and practices in the Restricted Country prevent it from fulfilling its obligations under this Appendix 3; and
- b) carried out and documented its assessment of the applicable laws of the Restricted Country.

1.1.4. Following a Data Transfer, the Partner Institution shall immediately notify the University where the Partner Institution believes that:

- a) it has become subject to laws which are not in line with the conclusions set out in the Data Transfer Risk Assessment; and/or
- b) the applicable laws or practices of the Restricted Country will prevent it from complying with, or cause it to breach, its obligations under this Appendix 3.

1.1.5. The Parties acknowledge and agree that by entering into this Agreement, they are entering into the UK Addendum to the EU Standard Contractual Clauses (as provided at Appendix 4 to this Schedule 7 (Data Protection)) incorporating the EU Standard Contractual Clauses on the date of this Agreement in respect of the Data Transfer made between the Parties and such UK Addendum and EU Standard Contractual Clauses are incorporated into this Agreement.

1.1.6. The University shall be entitled unilaterally to amend this Appendix 3 of this Schedule 7 (Data Protection) upon notice to the Partner Institution to ensure (in its reasonable opinion) that any Data Transfers of Shared Data or related Processing complies with Data Protection Laws, including further to any judgment of an applicable court or guidance issued by a Regulator.

##### **1.2. Invalidation of Transfer Mechanism**

1.2.1. Should the mechanism used to protect the transfer, storage, or Processing of Shared Data under this Appendix 3 be deemed invalid, the Partner Institution shall immediately:-

- a) notify the University and provide cooperation and assistance; and
- b) ensure that an adequate mechanism to protect Shared Data is put in place to protect Shared Data in compliance with the Data Protection Laws.

## APPENDIX FOUR

### UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

#### BACKGROUND:

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

#### Part 1: Tables

**TABLE 1: PARTIES**

|                  |                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                       |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Start date       | <b>1st February 2026</b>                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                       |
| The Parties      | Exporter (who sends the Restricted Transfer): <b>The University</b>                                                                                                                                                                                                                                   | Importer (who receives the Restricted Transfer): <b>The Partner Institution</b>                                                                                                                                                                                                                                                       |
| Parties' details | Full legal name: <b>London Metropolitan University</b><br>Trading name (if different):<br>Main address (if a company registered address): <b>166-220 Holloway Road, London, United Kingdom, N7 8DB</b><br>Official registration number (if any) (company number or similar identifier): <b>974438</b> | Full legal name: <b>Sarhad University of Information and Technology</b> Trading name (if different):<br>Main address (if a company registered address): <b>Landi Akhun Ahmad, Ring Road, Peshawar and T-Chowk, Rawat, Islamabad</b><br>Official registration number (if any) (company number or similar identifier): <b>XXIV-2001</b> |
| Key Contact      | Full Name (optional):<br>Job Title: Data Protection Officer<br>Contact details including email: <a href="mailto:dsar@londonmet.ac.uk">dsar@londonmet.ac.uk</a>                                                                                                                                        | Full Name: Mohammed Nasir<br>Job Title: Registrar<br>Contact details including email: <a href="mailto:registrar@suit.edu.pk">registrar@suit.edu.pk</a>                                                                                                                                                                                |

**TABLE 2: SELECTED SCCS, MODULES AND SELECTED CLAUSES**

| Addendum EU SCCs | <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum: |                           |                    |                                                          |                         |                                                                                                    |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|----------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------------|
| Module           | Module in operation                                                                                                                                                                                                                             | Clause 7 (Docking Clause) | Clause 11 (Option) | Clause 9a (Prior Authorisation or General Authorisation) | Clause 9a (Time period) | Is personal data received from the Importer combined with personal data collected by the Exporter? |
| 1                | X                                                                                                                                                                                                                                               | N/A                       | N/A                |                                                          |                         |                                                                                                    |
| 2                | X                                                                                                                                                                                                                                               | N/A                       | N/A                | Prior Authorisation Time Period:                         | Forty-five (45) days]   |                                                                                                    |
| 3                | N/A                                                                                                                                                                                                                                             | N/A                       | N/A                | N/A                                                      | N/A                     |                                                                                                    |
| 4                | N/A                                                                                                                                                                                                                                             | N/A                       | N/A                |                                                          |                         | N/A                                                                                                |

**TABLE 3: APPENDIX INFORMATION**

**“Appendix Information”** means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

|                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annex 1A: List of Parties: <b>The University and the Partner Institution</b>                                                                                                    |
| Annex 1B: Description of Transfer: <b>Transfer of the Personal Data listed in Appendix 1 for the purposes of performance of both Parties’ obligations under this Agreement.</b> |
| Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Appendix 2                              |
| Annex III: List of Sub processors (Modules 2 and 3 only): <b>N/A</b>                                                                                                            |

**TABLE 4: ENDING THIS ADDENDUM WHEN THE APPROVED ADDENDUM CHANGES**

|                                                         |                                                                                                                                                                                              |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ending this Addendum when the Approved Addendum changes | Which Parties may end this Addendum as set out in Section 19:<br><input type="checkbox"/> Importer<br><input checked="" type="checkbox"/> Exporter<br><input type="checkbox"/> neither Party |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Part 2: Mandatory Clauses****ENTERING INTO THIS ADDENDUM**

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

**INTERPRETATION OF THIS ADDENDUM**

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

|                        |                                                                                                                                                                                                                                                    |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Addendum               | This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.                                                                                                                                    |
| Addendum EU SCCs       | The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.                                                                                                              |
| Appendix Information   | As set out in Table 3.                                                                                                                                                                                                                             |
| Appropriate Safeguards | The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR. |
| Approved Addendum      | The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February                                                                                                          |

|                         |                                                                                                                                                                                                               |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | 2022, as it is revised under Section 18.                                                                                                                                                                      |
| Approved EU SCCs        | The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.                                                                                       |
| ICO                     | The Information Commissioner.                                                                                                                                                                                 |
| Restricted Transfer     | A transfer which is covered by Chapter V of the UK GDPR.                                                                                                                                                      |
| UK                      | The United Kingdom of Great Britain and Northern Ireland.                                                                                                                                                     |
| UK Data Protection Laws | All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018. |
| UK GDPR                 | As defined in section 3 of the Data Protection Act 2018.                                                                                                                                                      |

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

#### **HIERARCHY**

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs

provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

#### **INCORPORATION OF AND CHANGES TO THE EU SCCS**

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK data protection laws apply to the data exporter's processing when making that data transfer, and they provide appropriate safeguards for those data transfers;
  - b. sections 9 to 11 override clause 5 (Hierarchy) of the addendum EU SCCs; and
  - c. this addendum (including the addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or northern Ireland have been expressly selected by the parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
  - b. In Clause 2, delete the words:  
"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
  - c. Clause 6 (Description of the transfer(s)) is replaced with:  
"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
  - d. Clause 8.7(i) of Module 1 is replaced with:  
"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
  - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:  
"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
  - f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural

persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;

- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:  
“the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:  
“These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:  
“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

## **AMENDMENTS TO THIS ADDENDUM**

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
  - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
  - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
- a. its direct costs of performing its obligations under the Addendum; and/or
  - b. its risk under the Addendum,
- and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum
20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

## Schedule 8. Payment Arrangements

- a. The University shall invoice The Partner the following charges in all years that the Course(s) are delivered:
  - i. A per capita fee of £500 per FTE equivalent student registered for 120 credits per academic year (undergraduate) or 180 credits per year (postgraduate) for the first 100 students.
  - ii. Then £750 per FTE equivalent for students 101 – 300.
  - iii. Then £1000 per FTE equivalent for students 300+.
  - iv. A per capita fee for a part time student shall be calculated based on the total number of credits being enrolled and registered on per academic year.
  - v. A pro rata fee for any continuing student who is required to register for an additional module or re-register for a failed module (retake).
- b. This fee structure shall apply cumulatively and on a tiered basis. For the avoidance of doubt, where the total number of students exceeds 300, the Partner Centre shall continue to pay:
  - i. £500 for the first 100 students;
  - ii. £750 for students numbered 101 to 300; and
  - iii. £1,000 for all students above 300.

This structure shall remain applicable regardless of the total number of students.
- c. The fee arrangements are subject to review annually, and also subject to review if the Partner Institution increases the tuition fee charged to students.
- d. Any revision to the fee, agreed by mutual consent, shall apply only to prospective students.
- e. Invoicing arrangements and payment schedules will be set out in the Course Level Agreements.

### Signatures of the Representatives of the Parties

|                                                                                   |                                                                                    |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Signed:                                                                           | Signed:                                                                            |
|  |  |
| Professor Nona McDuff<br>Deputy Vice Chancellor and Provost                       | Professor Dr. Salim Ur Rehman<br>Vice-Chancellor and Chairman                      |
| London Metropolitan University                                                    | Sarhad University of Science and Information<br>Technology                         |
| Date: 28/01/2026                                                                  | Date: 19 Feb, 2026                                                                 |

