****

**MEMORANDUM OF CO‑OPERATION**

BETWEEN

MIDDLESEX UNIVERSITY

**AND**

**[NAME OF PARTNER INSTITUTION]**

|  |  |
| --- | --- |
| **Contents** | |
| Scope of this Memorandum of Co-operation  1. Nature of Collaboration 2. Financial Arrangements 3. Administrative Arrangements 4. Student Protection Plan and Contingency Arrangements 5. Data Protection Schedule 6. Qualification Certificate 7. Programme Details | |
| **ANNEXES** | |
| **ANNEXE 1:** | Personnel Details |
| **ANNEXE 2:** | Administrative and Operational Annexe |
| **ANNEXE 3:** | Student Protection Plan and Contingency Arrangements |
| **ANNEXE 4:** | Data Protection Schedule |
| **ANNEXE 5:** | Financial Agreement |
| **ANNEXE 6:** | Certificates |
| **ANNEXE 7:** | Articulation Agreements [Drafting Note: delete if not applicable] |

[DRAFTING NOTE: THIS COULD BE ‘PARTNERSHIP AGREEMENT’ INSTEAD OF ‘PARTNERSHIP CONTRACT’ WHERE PARTNER HAS AN OLD AGREEMENT. UPDATE ACCORDINGLY]

# Scope of this Memorandum of Co-operation

1. This Memorandum of Co-operation (MoC) outlines the specific details for Programmes and/or Collaborative Research provision listed below and is a contract document of the Agreement, operating within the terms of the Partnership Contract dated XXX. This MoC applies to the following Programme(s)/Provisions and related qualifications:

* **Programmes/ Provision:**

[FULL NAMES AND AWARD LEVEL OF ALL APPROVED QUALIFICATIONS AND PATHWAYS TO WHICH STUDENTS WILL BE RECRUITED].

* **Exit Level Qualifications:** [For Programmes where permitted by regulations]

[FULL NAMES OF ALL EXIT LEVEL QUALIFICATIONS AND PATHWAYS. STATE NONE IF NO EXIT AWARDS HAVE BEEN AGREED AT VALIDATION. NB ALL EXIT AWARDS SHOULD BE APPROVED BY EITHER THE UNIVERSITY’S FACULTY QUALITY COMMITTEE/ PDC COMMITTEE/ VALIDATION EVENTWHETHER NAMED OR UNNAMED/GENERIC. ORDINARY DEGREES NEED TO BE STATED IF APPLY, AS NOT NORMALLY APPLICABLE UNLESS STATED IN MOC. UNNAMED/GENERIC EXIT AWARDS HAVE THE QUALIFICATION AND NO SUBJECT/FACULTY TITLE].

INCLUDE IF APPROPRIATE: This MoC replaces the previous MoC relating to [the / those] Programme(s) effective from [MONTH/YEAR], which is hereby declared null and void.

1. Where an institution fails to register students on a Programme for two consecutive academic years its validation approval will lapse and will be required to be reapproved before it can be offered again.
2. **Nature of Collaboration**

[This/These] Programme(s) shall be [Joint/Franchised/Validated/Collaborative Research] collaborative programmes, as defined by the University’s Learning and Quality Enhancement Handbook (LQEH)[[1]](#footnote-2).

1. **Financial Arrangements**

The Programme(s)’ financial arrangements are set out in the Financial Agreement which is a contract document of the Partnership Contract, operating within the terms of the Partnership Contract and subject to annual review. Any changes to the relevant current Financial Agreement will be recorded in an addendum to the Financial Agreement, and such addendums will be deemed incorporated in that Financial Agreement.

The Financial Agreement is included in Annexe 5 below.

1. **Administrative Arrangements**

The Programme(s)’ administrative arrangements shall be as set out in the relevant Administrative and Operational document in Annexe 2 below.

1. **Student Protection Plan and Contingency Arrangements**

The Student Protection Plan and Contingency Arrangements applicable in this MoC are set out in Annexe 3 below.

1. **Data Protection Schedule**

The applicable University standard data protection schedule shall be incorporated into the relevant schedule to this MoC. Any changes to the standard version must be agreed by the University and the agreed version will be incorporated in the Data Protection Schedule.

1. **Qualification Certificate**

Qualification certificates shall be produced by the University in accordance with the template included within this document.

1. **Programme Details**

[COMPLETE TABLE – APPF TO ASSIST AND VALIDATION REPORT TO REFINE LATER]

|  |  |  |
| --- | --- | --- |
|  | Name of Partner Institution |  |
|  | Administrative Address |  |
|  | Primary Address at which the Programme(s) shall be delivered (if different from Administrative Address) |  |
|  | Additional Study Site(s) /Location(s) of delivery |  |
|  | Telephone Number |  |
|  | Responsible University Faculty and Department | Within the University, the Programme(s) shall be the responsibility of the [NAME OF FACULTY] (hereafter referred to as the University Faculty).  It will be aligned to the [NAME OF DEPARTMENT] Department within the Faculty. |
|  | Validation Period Start and End Dates  (Day/Month/Year) |  |
|  | First cohort start date (i.e. date of first cohort at the Partner Institution immediately after current validation/review event)  [LIST FOR EACH PROGRAMME IF DIFFERENT] |  |
|  | Latest Date of Recruitment to the Programme(s)  [LIST FOR EACH PROGRAMME IF DIFFERENT] |  |
|  | Pattern of entry of Programme(s’) Intakes (e.g. Months each year or every other year)  [IF MULTIPLE PROGRAMMES WITH DIFFERENT PATTERNS- LIST SEPARATELY] | Annual  Bi-Annual  Multiple entry points  Month(s) of entry   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Jan | Feb | Mar | Apr | May | Jun | | Jul | Aug | Sep | Oct | Nov | Dec | |
|  | Indicative Duration (number of years) & Mode of Attendance (full-time or part-time)  [IF MULTIPLE PROGRAMMES THAT DIFFER- LIST SEPARATELY] | FT duration: xx years  PT duration: xx years |
|  | Maximum Registration Periods  [LIST FOR EACH PROGRAMME IF DIFFERENT] | FT duration: xx years  PT duration: xx years |
|  | Method of Delivery / Student Interaction | Taught / Blended  Distance Education |
|  | Programme code(s)/award ID (as generated by the University). |  |
|  | Application Route | PARTNER *[normally for Validated or Franchised]*  MU *[normally for Joint and Collaborative Research]*  UCAS |
|  | Admissions Responsibility | PARTNER *[normally for Validated]*  MU  *[normally for Joint and Collaborative Research]* |
|  | Articulation Agreement | EITHER: An articulation agreement has been agreed for the Programme(s), and subject to the stated conditions, students shall be offered entry on the Programme(s) as detailed in an Articulation Agreement, which is included in Annexe 7 below.  OR: Not applicable |
|  | Which Institution will invoice students for tuition fees | PARTNER  MU *[normally for Joint]* |
|  | Regulations | MU regulations wholly adopted  MU regulations partially adopted - as agreed and approved  by MU Academic Registrar  Partner regulations - as agreed and approved  by MU Academic Registrar |
|  | Language(s) of Tuition | English and/or [ALTERNATIVE LANGUAGE] |
|  | Language(s) of Assessment | English and/or [ALTERNATIVE LANGUAGE] |
|  | Language of External Examiner | The External Examiner(s) shall be required to speak English [and NAME OF ALTERNATIVE LANGUAGE] and be familiar with the expectations of the UK Quality Codes. |
|  | Expected months of Assessment Boards  [ FRANCHISED & JOINT: NORMALLY AS PER MU CALENDAR] | Month(s)   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Jan | Feb | Mar | Apr | May | Jun | | Jul | Aug | Sep | Oct | Nov | Dec | |
|  | Expected date first qualifications to be made  [LIST FOR EACH PROGRAMME IF DIFFERENT] | Month / Year |
|  | Are these Programme(s) awarded with classification?  [LIST FOR EACH PROGRAMME IF DIFFERENT] | YES  NO |
|  | Are these Programme(s) a Dual Award? | YES  NO  IF YES: In addition, in accordance with the University’s Academic Policy Statement on Dual Award (APS22), students of the Partner Institution, who have successfully completed the full Programme, shall also be eligible to receive a XXXXX [NAME OF DUAL QUALIFICATION FROM PARTNER] from the Partner Institution. All Transcripts issued shall refer to both awards. |
|  | Exit Awards | Students who have partially completed the Programme(s) shall receive the appropriate exit award (as provided by the Programme(s)’ assessment regulations as agreed at validation.)  For collaborative programmes these will be as stated in Section 1.  ADD FOR RESEARCH PROGRAMMES ONLY- Depending on the exit award the appropriate regulations will be applied. |
|  | Certificates, Transcripts and Graduation | Students of the Partner Institution, who have successfully completed the Programme(s) as determined by the [Assessment / Research Degrees] Board, shall receive the applicable qualification(s) as stated in Section 1. |
|  | Progression  [FOR RESEARCH LEVEL REMOVE AS NOT APPLICABLE] | All students who successfully complete the Programme(s) at the Partner Institution shall be eligible for consideration for entry to [Honours Degree/Postgraduate/ Research Degree] level study at the University. |

**ANNEXE 1**

**PERSONNEL DETAILS**

**MIDDLESEX UNIVERSITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **EXECUTIVE AND FACULTY** | | | |
| **POST HOLDER** | **NAME** | **CONTACT** | **CONTACT FOR** |
| Deputy Vice-Chancellor for Research, Knowledge Exchange and Engagement | Professor Carole-Anne Upton | [C.Upton@mdx.ac.uk](mailto:C.Upton@mdx.ac.uk) | Executive Lead for Partnership |
| Academic Dean | Professor Balbir Barn OR  TBC OR  Professor Carmel Clancy  OR  Professor Fatima Annan-Diab | [B.Barn@mdx.ac.uk](mailto:B.Barn@mdx.ac.uk) OR  [TBC](mailto:K.Igweonu@mdx.ac.uk) OR  [C.Clancy@mdx.ac.uk](mailto:C.Clancy@mdx.ac.uk)  OR  [F.Annan-Diab@mdx.ac.uk](mailto:F.Annan-Diab@mdx.ac.uk) |  |
| Deputy Dean (Quality Enhancement and Development OR  Education) | TBC OR  TBC OR  TBC OR  Dr Phil Barter | OR  OR  OR [P.Barter@mdx.ac.uk](mailto:P.Barter@mdx.ac.uk) |  |
| University Link Tutor |  |  | First point of contact for all academic programme related matters, e.g. curriculum development, annual monitoring reports, handbooks, publicity and other documentation, teaching, learning and assessment academic support. |

|  |  |  |  |
| --- | --- | --- | --- |
| **ACADEMIC PARTNERSHIPS** | | | |
| **POST HOLDER** | **NAME** | **CONTACT** | **CONTACT FOR** |
| Director of International Recruitment and Academic Partnerships | Gurdip Binning | [G.Binning@mdx.ac.uk](mailto:G.Binning@mdx.ac.uk) |  |
| Partnership Manager | Jenny O’Reilly ***OR***  Benedikt Breuers | [J.OReilly@mdx.ac.uk](mailto:J.OReilly@mdx.ac.uk) ***OR***  [B.Breuers@mdx.ac.uk](mailto:B.Breuers@mdx.ac.uk) | Overall partnership liaison manager, administrative support and guidance, investigating more complex enquiries |
| Partnership Operations Officer | Bejal Shah; Hayley Tustin; Jennifer Igra | [PartnerOps@mdx.ac.uk](mailto:PartnerOps@mdx.ac.uk) | First point of contact for day to day operational administrative support |
| Financial Manager | Ella Underwood | [PartnerFinance@mdx.ac.uk](mailto:PartnerFinance@mdx.ac.uk) | Financial queries |

|  |  |  |  |
| --- | --- | --- | --- |
| **ACADEMIC QUALITY SERVICE** | | | |
| **POST HOLDER** | **NAME** | **CONTACT** | **CONTACT FOR** |
| Quality Enhancement Manager [if Alison or Sue] ***OR*** Deputy Head of Academic Quality Assurance [if Nicola] | Alison Coates ***OR***  Nicola Johnson ***OR***  Sue Wellstead | [A.Coates@mdx.ac.uk](mailto:A.Coates@mdx.ac.uk) ***OR***  [N.Johnson@mdx.ac.uk](mailto:N.Johnson@mdx.ac.uk) ***OR***  [S.Wellstead@mdx.ac.uk](mailto:S.Wellstead@mdx.ac.uk) | Validation and Review |
| Quality Enhancement Manager (Partnerships & Quality Monitoring) | Victoria Reddish | AQSPartners@mdx.ac.uk | Institutional Approval and Monitoring  Quality/Annual Monitoring |

|  |  |  |  |
| --- | --- | --- | --- |
| **ACADEMIC REGISTRY** | | | |
| **POST HOLDER** | **NAME** | **CONTACT** | **CONTACT FOR** |
| Programme Administration Manager (Research)  [INCLUDE FOR RESEARCH COLLAB PROGRAMMES ONLY] | Kerrie O’Connor | [researchdegrees@mdx.ac.uk](mailto:researchdegrees@mdx.ac.uk) | Student related matters |
| Research Programmes Officer  [ INCLUDE FOR RESEARCH COLLAB PROGRAMMES ONLY] | Georgios Constantinou | [researchdegrees@mdx.ac.uk](mailto:researchdegrees@mdx.ac.uk) | Student related matters |
| Partnership Coordinator (Data and Registration)  [INCLUDE ONLY FOR VALIDATED PROGRAMMES] | Malgorzata Rozek | [studentregistration@mdx.ac.uk](mailto:studentregistration@mdx.ac.uk) | Validated partner student registrations and records |
| Assessment Officer (Validated Partners)  [INCLUDE ONLY FOR VALIDATED PROGRAMMES] | Denise Griffith | APConferment@mdx.ac.uk | Validated partner student conferment |
| Conferment and Assessment Manager | Emma MacLaren | [graduation@mdx.ac.uk](mailto:graduation@mdx.ac.uk) | MU Graduation queries |
| **DATA PROTECTION** | | | |
| **POST HOLDER** | **NAME** | **CONTACT** | **CONTACT FOR** |
| Data Protection Representative -  Point of Contact (POC) | Thami Nomvete, University’s Senior Legal Advisor or other designated officer of the Student and Legal Affairs Team. | [T.Nomvete@mdx.ac.uk](mailto:T.Nomvete@mdx.ac.uk) | Data Protection related queries.  Note: Contact should only be through Middlesex University staff. |

**PARTNER INSTITUTION**

|  |  |  |
| --- | --- | --- |
| **POST HOLDER** | **CONTACT NAME** | **CONTACT EMAIL** |
| Principal/ Head of Institution/ Chief Executive Officer |  |  |
| Institution Link Tutor |  |  |
| Quality Assurance Contact |  |  |
| Finance Officer |  |  |
| Admissions/ Student Registration Contact |  |  |
| Graduation Ceremonies / Certificates contact |  |  |
| Data Protection Representative -  Point of Contact (POC) |  |  |
| Marketing Officer |  |  |

# MU LOGO_LDN_RGB.jpgANNEXE 2

# ADMINISTRATIVE AND OPERATIONAL ANNEXE

**(COLLABORATIVE RESEARCH PROGRAMMES)**

**INSERT OR DELETE**

# Scope of This Annexe

The University agrees to deliver jointly the qualification(s) named in clause 1 (hereinafter referred to as the Programme(s)) with the Partner Institution.

This agreement records that the above named Programme(s) shall be provided in accordance with all regulations, procedures and processes as are currently used for research degrees at Middlesex University.

For the avoidance of doubt, failure to comply with the Programmes Details in the Memorandum of Co-operation may result in the University enforcing termination rights and indemnity rights where it suffers financial loss as a result of the Partner Institution’s breach.

# Programme Responsibility

The Programme(s) remain(s) the overall responsibility of the Faculty named in the programme details table section f, under the day-to-day direction of the Deputy Dean (or nominee), and under the day-to-day administration of the Research Degrees Administration Team.

# Date of Commencement and Duration of Approval

The date of the commencement of the named Programme(s) shall be as stated in the programme details table section h.

# Date of Programme Review

Before the end of the stated Programme(s) approval period as recorded in the programme details table section g, the Programme(s) shall be reviewed in accordance with the University’s Research Degree Regulations and procedures. The Programme(s) may also be subject to a review during the period of approval if in accordance with the University’s Research Degree Regulations and procedures, circumstances require such a review.

Subject to the outcome of the review a new Programme Memorandum of Co-operation Agreement will commence subject to both parties agreeing the terms of and executing the Agreement.

# Latest Date of Recruitment to the Programme

The Partner Institution will take steps not to recruit students after the latest date of recruitment to the Programme(s) as specified in the programme details table, section i, unless this has been agreed formally by the University through the review process. Failure to comply with this will entitle the University to terminate the Partnership Contract in accordance with Clause 13.5 of the Partnership Contract.

[UPDATE CLAUSE NUMBER IF OLDER PARTNERSHIP AGREEMENT IS IN PLACE]

# Programme Handbook(s), Advertising, Publicity Material and Web Sites

1. The University retains the right to approve all advertising and publicity material relating to the Programme(s) prior to publication. In so doing, the University reserves the right to require changes to be made to material and, in the event that no changes are made within a given period of time, to terminate the contract or treat the contract as repudiated giving rise to the possibility of the University being able to claim damages.
2. [CHOOSE RELEVANT OPTION] The Programme Specification(s) shall be published on the University’s web site. If changes are required to the Programme Specification(s), approval should be sought as outlined in the LQEH and prior to updating the web site.

[OR]

The Partner Institution shall ensure that the approved Programme Specifications are made publicly available e.g. on the Partner Institution’s web site, or that information about the Programme(s) are provided in some other form. If changes are required to the Programme Specification(s), approval should be sought as outlined in the LQEH and prior to updating the web site.

1. The Programme Handbook(s) (using the University template) must be updated annually or for each cohort and provided to the University Link Tutor, Academic Partnerships and the Research Degrees Administration Team within one month of the start of the Programme.
2. The Partner Institution shall ensure students are provided with a copy of the Programme Handbook(s) when they commence their studies.
3. The Partner Institution must adhere to the University’s guidelines when developing advertising and publicity material as outlined in the LQEH. Marketing materials could include, but are not limited to, advertising, webpages, copy, publications, brochures, flyers, pull-up banners, promotional merchandise, social media, press releases and statements/announcements.
4. Copies of the advertising and publicity material should be submitted to the Academic Partnerships team and University Link Tutor for approval prior to publication as outlined in the LQEH.
5. The Partner Institution should ensure that its web site correctly represents its collaborative relationship with the University, and ensure that it includes accurate Programme information for all collaborative Programmes with Middlesex University, the most recent Middlesex University partnership logo and articulation/progression information.
6. The following information will be made publicly available and easily accessible to current and prospective students by the Partner Institution:

* The structure of the Programme, including making the programme specification available nn
* The total costs of the Programme, including any annual increases
* All terms and conditions, with any surprising or important terms highlighted

1. All relevant policies and procedures will be made publicly available and easily accessible to current and prospective students by the Partner Institution. These should include, but are not limited to:

* Regulations applicable to the Programme
* Admissions Policy and Procedures
* Complaints and Appeals Policy and Procedures
* Safeguarding and Prevent Policy and Procedures (or equivalent policies for overseas institutions)
* Equality and Diversity Policy and Procedures
* Data Protection and Retention Policy and Procedures
* Disciplinary/Behaviour policy
* Refund policy

1. The Partner Institution acknowledges that it is required to comply with UK consumer law by following the detailed guidance set out by the Competition and Markets Authority (CMA) in relation to Higher Education providers.

# Admissions and Student Selection

1. The admission requirements for the Programme(s) shall conform to the University's general entrance requirements for research degrees as stated in the Research Degree Regulations (including all relevant English language qualifications) and any requirements specific to the Programme(s).
2. Where applicants require a Student Visa to study, the English language entry requirements for Programmes are subject to change to comply with the UK Visa and Immigration (UKVI) requirements.
3. [DELETE IF NOT APPLICABLE] Where a Programme is taught and assessed in a language other than English, the Programme Handbook shall state clearly the minimum language entry requirements for admission to the Programme. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation, complaints and appeals.
4. The selection and admission of students shall be undertaken by the Partner Institution/the University or jointly, such selection and admission being conducted in accordance with University criteria as set out in the Research Degree Regulations as agreed at validation. The University shall ensure that staff at the Partner Institution are fully conversant with these criteria and in their application and implementation. In the case of students with advanced standing, also known as the recognition of prior certificated or experiential learning (RPL), this shall normally be awarded within the requirements of the Learning and Quality Enhancement Handbook (LQEH)[[2]](#footnote-3).
5. [OVERSEAS ONLY] Students will not be able to be made Unconditional offers of admission onto the Programme(s) until all in-country regulatory permissions and licenses to operate the Programme(s) have been approved and confirmed to the University. The University should be informed if these have not been obtained two months prior of the proposed start date of the programme.

# Registration, Enrolment, Student Data Returns and Entry Points

1. Students accepted for the Programme(s) shall be registered as candidates for a qualification of the University and shall enrol with both the University andthe Partner Institution. They shall be subject to the normal rules and regulations of each institution, except when they are overridden by the provisions of this Memorandum of Co-operation.
2. The Partner Institution shall ensure that their students have fully completed their online enrolment and module registration on the University’s central student management system, (via myUniHub), in line with University admissions/enrolment procedures, by the published deadlines.
3. The Partner Institution shall ensure that students comply with the interruption/withdrawal procedures set out in the ‘University’s Regulations’’ (which are the regulations of the University as published annually). They shall ensure students are made aware of the maximum length of registration’ period permitted for the Programme.
4. [FOR UK STUDENTS ONLY:] For the purposes of student numbers and data returns, they shall be included in the University’s returns to Office for Students (OfS), etc. where appropriate.
5. Students may commence their programmes of research at relevant points as stated in the programme details table section j.

# [ADJUST DEPENDING ON PROGRAMME ARRANGEMENT] Registration of Student Research Proposal & Transfer Approval Panel

1. Students enrolled on the Programme(s) shall follow all University Regulations and procedures in respect of registration of their research proposals. The Partner Institution shall submit to the University’s Research Degrees Administration Team all registration documentation for consideration and approval.
2. [DELETE IF NOT APPLICABLE] Students enrolled on the [MPhil or MProf] with transfer possibility to [PhD or DProf] programme shall follow all University Regulations and procedures in respect of transfer of their registration from [MPhil or MProf] to [PhD or DProf]. The Partner Institution shall submit to the University’s Research Degrees Administration Team all transfer documentation for consideration and approval.

# Middlesex University Student ID Card

Students shall be entitled to receive University Student access cards when attending the University London campus.

# Students’ Union Membership

Students on a Collaborative Research Programme who attend a University London campus for part or all of their studies (as outlined in the Financial Arrangements), shall, during such time, automatically become members of the Middlesex University Students’ Union (MDXSU). Students on Collaborative Research Programmes who do not attend a University London campus for their studies are not entitled to join MDXSU, and provision for such students to join a students’ union or equivalent organisation within their institution, if applicable, shall be the responsibility of the Partner Institution.

# Tuition and Supervision

1. Tuition, where applicable, shall be provided by the University and/or the Partner Institution in accordance with the Programme(s) approved at validation and the arrangements as described in the definitive Programme Handbook and the finance agreement of this Programme Memorandum of Co-operation.
2. The language of tuition and assessment shall be English unless otherwise agreed and recorded in the programme details table in section t and section u. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals .
3. The University requires the Partner Institution to ensure that all its research degree supervisors undertake appropriate supervisory training. Research degree supervisors at the Partner Institution shall be eligible to attend the University’s training programme for research degree supervisors run by the University.
4. Supervision shall be provided by the Partner Institution depending on the requirements of each individual research project. New supervisors shall be approved by the University through the relevant Faculty’s Deputy Dean (or nominee).
5. Directors of Studies shall in all circumstances be academic staff of the Partner Institution but supervisors may be drawn from other institutions as appropriate but in accordance with the University’s Research Degree Regulations.
6. The Partner Institution shall inform the University immediately of any change in resourcing, staffing or other factors that might endanger the threshold quality of the Programme.
7. Students registered on the programme shall be entitled to enrol for modules taught at the University in research methods and substantive areas in support of their research projects.

h) PHD TITLES: The University requires the Partner institution to use the University’s online research ethics approval system (MORE) to seek approval for all student research degree projects.

Or

OTHER RESEARCH TITLES: The University requires the Partner Institution to put in place the necessary arrangements for the ethical scrutiny of student research degree projects as approved by the University.

# Library and Learning Support Facilities

1. The University and the Partner Institution shall ensure library, computer and other facilities are made available, in accordance with the requirements of the validation arrangements and, in the case of the Partner Institution, to the equivalent standards of provision as are found at the University.
2. Students enrolled on the named Programme(s) shall be entitled to access the University’s Library and IT facilities with full borrowing and reference rights (as agreed with the Assistant Director, Library Services and the appropriate Library Liaison Manager) except where the publisher has specifically denied access.
3. Students shall receive an individual student account to access the University’s technology supported learning via the My Learning portal (myUniHub). Relevant academic and support staff at the Partner Institution shall also receive an individual account to access module information from My Learning. Arrangements for this access shall be made by the University’s Academic Partnerships team in liaison with the named technical contact at the Partner Institution.
4. Staff at the Partner Institution will also receive quality enhancement and management information. This information will be provided by the University’s Academic Quality Service and the Academic Partnerships team.
5. In establishing collaborative Programmes, the University shall make explicit the expectations related to e-learning (including infrastructure to support the use of e-learning) and these will be included within the learning, teaching and assessment strategy of the relevant Programme Handbook and discussed at the validation/review event.

# 14. Student Support Facilities

1. The University and the Partner Institution shall jointly provide students enrolled on the Programme(s) student support services equivalent to those that are available to students on other Programmes run by the University.
2. Students on the named Programme(s) shall, if appropriate, be entitled to access or use the University student support services as follows: Money and Welfare Advice, Childcare, Employability Service, Counselling, Disability Support Unit, the Learner Development Unit and Dyslexia/Specific Learning Difficulties tutorial support if eligible. The Partner Institution shall inform the University’s Disability Support Service of any students requiring disability support.
3. Students on the named Programme(s) shall have access to the University’s student portal (myUniHub). This portal will enable students to access their student record on the University’s central student management system, e-learning materials, a University email account and University library resources.
4. UK PARTNERS ONLY: Students may apply to the University’s Accommodation Service for a place in the University’s Halls of Residence; allocation shall be subject to availability and the fulfilment of all normal criteria.
5. UK PARTNERS ONLY: Students on the named Programme(s) shall be entitled to use the University’s Sports facilities.

# 15. Student Financial Support

1. UK PARTNERS ONLY: The University shall ensure the correct administrative arrangements are in place for the management of Student Loans, where this is relevant to the partner institution and Programme.
2. UK PARTNERS ONLY: The University shall provide all statutory bursaries to students as required by legislation.
3. Students on the Programme shall not be entitled to apply for financial support from the University’s Student Support Fund.

**16. Quality Assurance Monitoring – Student Feedback**

a) A Board of Study for the Programme(s) shall be established by the Partner Institution to provide a forum for staff and students to discuss delivery, development and enhancement, which shall include the following members:

* the link tutors from both institutions (one of whom shall Chair the Board of Study);
* representatives of the teaching team; and
* at least one student representative for each year or stage of each Programme(s).

The Board of Study for the Programme(s) shall meet twice each academic year or equivalent (suitably spaced throughout the year) and arrangements are as set out in the LQEH. The Partner Institution’s Link Tutor shall attend all Board of Study meetings and provide minutes to the University Link Tutor and Academic Partnerships by the deadlines specified in the LQEH. The University’s Link Tutor shall attend at least one Board of Study per year either in person or virtually. Any alternative Board of Study arrangements to those specified in the LQEH need to be approved by the Centre for Academic Practice prior to implementation.

For Collaborative Research Programmes, the Partner Institution shall put into place mechanisms to ensure that formal feedback from students on each of the named Programmes is reported to the relevant Faculty Research Committee.

1. The Partner Institution shall put in place survey mechanisms to gather student feedback at programme and module level, as detailed in the LQEH, and to be considered as evidence when authoring the Annual Monitoring Report.
2. The Partner Institution is required to submit an Annual Monitoring Report (AMR) to the University Academic Quality Service using the appropriate template and deadline as specified in the LQEH (section 7). The Partner Institution’s AMR must cover all their collaborative research provision. The AMR process may be used by Academic Quality Service as a vehicle to request that Partners submit to the University particular documents in order to meet governance requirements as appropriate.

[For JOINT delete as required:] Partner Institution Link tutors (ILTs) and University Link tutors (ULTs) are jointly responsible for authoring the AMRs.

[For VALIDATED delete as required:] Partner Institution Link tutors (ILTs) are responsible for authoring the AMRs with oversight from the University Link tutors (ULTs). AMRs for Validated collaborative partners must include student data (Recruitment and Profiles; Progression and Achievement).

**17. Assessment**

* 1. Students shall be subject to Middlesex University’s Assessment Regulations (as set out in the University’s Research Degree Regulation(s) and the Programme Handbook(s)), including those relating to academic integrity and misconduct and appeals against assessment board decisions.
  2. Approval of module grades or equivalent, where appropriate, will be the responsibility of the relevant Faculty.
  3. Arrangements for the final assessment of students registered for the above-named qualification(s) shall be the responsibility of the University’s Research Degrees Board. The Director of Research, Research and Knowledge Transfer Office, shall approve the viva Chair, the examiners, and all exam arrangements; it shall make recommendations to Academic Board in respect of the award of these degrees.
  4. The internal examiner shall be either from the Partner Institution or from the University. The external examiner(s) shall have no connection with either the University or the Partner Institution.
  5. The University shall be responsible for training the Chairs of Oral Examinations at the Partner Institution.

Supervisors of research students at the Partner Institution shall prepare and submit as required, reports of their students’ progress on a form sent to the Link Tutor by the Research Degree Administration Team. This shall be done by the latest date as stated on the form. These reports shall be considered at the Progression Meetings of the relevant Faculty.

**18. Certificates and Graduation**

1. Students of the Partner Institution, who have successfully completed the research programme (including the oral examination), as determined by the Assessment Board, shall receive the qualification named in clause 1a of this Programme Memorandum of Co-Operation.
2. Qualification certificates shall be issued by the University. The certificate shall state the title of the programme of work for which the degree was awarded. The formats shall be in accordance with one of the sample certificate templates provided as an appendix to this Memorandum of Co-operation.
3. Students who have partially completed the Programme shall receive the appropriate exit qualification as provided by the University’s assessment regulations (unless otherwise agreed at validation).
4. Where an exit qualification is not available and a qualification is not conferred, a statement of general credit showing the completed sections can be provided by the University.
5. Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to attend the University’s Graduation Ceremonies.
6. Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to join the University’s Alumni Association.
7. JOINT PROGRAMMES ONLY: From June 2021 all students who graduate from Middlesex University will automatically receive a digital certificate and diploma supplement subject to and as detailed in the ‘Diploma supplements and certificates’ section on the University’s UniHub website.

**19. Students with Disabilities**

FOR UK PARTNERS: The University and the Partner Institution are jointly responsible in accordance with the agreed teaching split for ensuring that the Programme complies with the Equality Act 2010.

FOR OVERSEAS PARTNERS: The University and the Partner Institution are jointly responsible in accordance with the agreed teaching split for ensuring compliance with the spirit of the UK’s Equality Act 2010 and local legislation in respect of those aspects of the curriculum and delivery for which it is responsible.

**20. Health and Safety**

FOR UK PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with the Health and Safety at Work Act 1974 and relevant local legislation.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with relevant local legislation.

**21. Intellectual Property Rights**

The following definition for Intellectual Property shall apply:

“**Intellectual Property**” means the worldwide right, title and interest in and to all patents, patent applications, copyrights, trademarks, design rights, database rights, trade secrets, know-how and any other intellectual property rights.

1. All Intellectual Property in Programmematerials generated in the University may be used in the Partner Institution with the University’s permission in writing. Such materials will remain the property of the University (or its staff in accordance with contractual agreements).

b) Similarly, all Intellectual Property in Programme materials generated in the Partner Institution may be used in the University with the Partner Institution’s permission in writing. Such materials will remain the property of the Partner Institution (or its staff in accordance with contractual agreements).

1. Any new Programme materials created jointly by the University and the Partner Institution shall, save to the extent that they incorporate Intellectual Property rights belonging to either party at the date of creation thereof, belong to the University and the Partner Institution jointly, as tenants in common in equal shares; and neither party may use or authorise or permit the use of the jointly owned Programme materials without the other party’s express prior written consent, except for the purpose of delivering the Programme.
2. The University and the Partner Institution shall at their joint expense take all reasonable steps necessary to protect any jointly created Intellectual Property rights, by applying to register such Intellectual Property rights as are registerable where appropriate.
3. If any Intellectual Property rights belonging to the University and the Partner Institution jointly are infringed by a third party then, unless the University and the Partner Institution agree to take joint action in respect of the infringement, either party may, on behalf of the parties as joint owners, take all reasonable steps in the joint names of the parties necessary to enforce those Intellectual Property rights; provided that all legal costs and expenses incurred by either party in relation to such action shall be borne by the parties in equal shares and any damages or costs recovered shall be for the benefit of the University and the Partner Institution in equal shares.
4. If any third party alleges that any Intellectual Property created jointly by the University and the Partner Institution infringes the rights of such third party, then, unless the University and the Partner Institution agree jointly to defend such action in respect of the infringement, either party may, on behalf of the parties as joint owners, take all reasonable steps in the joint names of the parties necessary to defend the claim for infringement; provided that all legal costs and expenses incurred by either party in relation to the defence of such action shall be borne by the parties in equal shares and any damages or costs awarded to the third party shall be borne by the University and the Partner Institution in equal shares.
5. The University and the Partner Institution shall take all steps and provide all information and assistance reasonably required for the purpose of such enforcement or defence proceedings.
6. If any disagreement arises between the University and the Partner Institution as to the steps to be taken to protect or enforce such joint Intellectual Property, or to defend any third party claims for infringement, the matter shall be referred to a barrister or solicitor who specialises in Intellectual Property disputes and of at least 5 years' standing, appointed by agreement between the parties or failing agreement, appointed by the President for the time being of the Law Society, and the parties shall act in accordance with the advice of that barrister or solicitor.
7. In the event that any jointly delivered Programme is phased out or, upon termination of relevant Programme Memoranda of Co-operation or the Partnership Contract, the University and the Partner Institution shall each forthwith:

* deliver up to the other party all Programme materials provided by the other party together with any copies thereof which remain in its possession, power or control and shall erase all such Programme materials held on all its computer systems and other information retrieval systems; and
* cease using any Programme materials jointly created for the purposes of relevant Programme Memoranda of Co-operation or the Partnership Contract which embody any of the Intellectual Property rights of the other party.

**22. Student Protection Plan Implementation and Contingency Arrangements**

The Institution must immediately inform the University in the event of the Student Protection Plan being implemented and the Programme(s) no longer being offered by the partner.



# ANNEXE 2

# ADMINISTRATIVE AND OPERATIONAL ANNEXE

# (FRANCHISED PROGRAMMES)

**INSERT OR DELETE**

1. **Scope of This Annexe**

The University agrees to franchise the qualification(s) named in clause 1 hereinafter referred to as the Programme(s)) to be delivered by and at the Partner Institution.

This agreement records that the above named Programme(s) shall be provided in accordance with all regulations, procedures and processes as agreed at validation.

For the avoidance of doubt, failure to comply with the Programme(s) Details in the Memorandum of Co-operation may result in the University enforcing termination rights and indemnity rights where it suffers financial loss as a result of the Partner Institution’s breach.

1. **Programme Responsibility**

The Programme(s) remain(s) the overall responsibility of the University under the day-to-day direction of the Programme leaders and teaching staff of both institutions. Within the University, this shall be the responsibility of the Faculty, named in the programme details table section f.

# Date of Commencement and Duration of Approval

The date of the commencement of the named Programme(s) shall be as stated in the programme details table section h.

# Date of Programme Review

1. The University Programme, which is franchised to the Partner Institution, may be subject to review, as outlined in 4b below.
2. Before the end of the scheduled Programme(s) approval period as recorded in the programme details table section g, the Programme(s) shall be reviewed in accordance with the University’s Validation and Review Procedures in the Learning and Quality Enhancement Handbook (LQEH)[[3]](#footnote-4). The Programme(s) may also be subject to a review during the period of approval if, in accordance with the University’s Validation and Review Procedures in the LQEH, circumstances require such a review. As part of the review process, the Partner Institution will be involved in the review process and consideration will be given to delivery of the Programme at the Partner Institution by correspondence and video conference for relevant meetings. The facilities and resources will be reviewed to ensure they remain relevant.
3. Subject to the outcome of the review, a new Programme Memorandum of Co-operation Agreement will be signed by both parties agreeing the terms of and executing the Agreement.

# Latest Date of Recruitment to the Programme

# The Partner Institution will take steps not to recruit students after the latest date of recruitment to the Programme(s) as specified in the programme details table, section i, unless this has been agreed formally by the University through the review process. Failure to comply with this will entitle the University to terminate the Partnership Contract in accordance with Clause 13.5 of the Partnership Contract.

[UPDATE CLAUSE NUMBER IF OLDER PARTNERSHIP AGREEMENT IS IN PLACE]

# Programme Handbook(s), Advertising, Publicity Material and Web Sites

1. The University retains the right to approve all advertising and publicity material relating to the Programme(s) prior to publication. In so doing, the University reserves the right to require changes to be made to material and, in the event that no changes are made within a given period of time, to terminate the contract or treat the contract as repudiated giving rise to the possibility of the University being able to claim damages.
2. The Programme Specification is the responsibility of the University and shall be published on the University’s web site.
3. The Programme Handbook(s) (using the University template) must be updated annually or for each cohort by the University in liaison with the Partner Institution.
4. The Partner Institution shall ensure students are provided with a copy of the Programme Handbook when they commence their studies.
5. The Partner Institution must adhere to the University’s guidelines when developing advertising and publicity material as outlined in the LQEH. Marketing materials could include, but are not limited to, advertising, webpages, copy, publications, brochures, flyers, pull-up banners, promotional merchandise, social media, press releases and statements/announcements.
6. Copies of the advertising and publicity material should be submitted to the Academic Partnerships team and the University Link Tutor for approval prior to publication as outlined in the LQEH.
7. The Partner Institution shall ensure that its web site correctly represents its collaborative relationship with the University, and ensure that it includes accurate Programme information for all collaborative Programmes with the University, the most recent Middlesex University partnership logo and articulation/progression information.
8. The following information will be made publicly available and easily accessible to current and prospective students by the Partner Institution:

* The structure of the Programme, including making the Programme specification available
* The total costs of the Programme, including any annual increases
* All terms and conditions, with any surprising or important terms highlighted

1. All relevant policies and procedures will be made publicly available and easily accessible to current and prospective students by the Partner Institution. These should include, but are not limited to:

* Regulations applicable to the Programme
* Admissions Policy and Procedures
* Complaints and Appeals Policy and Procedures
* Safeguarding and Prevent Policy and Procedures (or equivalent policies for overseas institutions)
* Equality and Diversity Policy and Procedures
* Data Protection and Retention Policy and Procedures
* Disciplinary/Behaviour policy
* Refund policy

1. The Partner Institution acknowledges that it is required to comply with UK consumer law by following the detailed guidance set out by the Competition and Markets Authority (CMA) in relation to Higher Education providers.
2. [UK UNDERGRADUATE PARTNERS ONLY- DELETE IF NOT APPLICABLE] The University shall, on behalf of the Partner Institution, collate all required information, and comply with all mandatory reporting requirements relating to Discover Uni and the Unistats dataset as required by the Office for Students.. The Partner Institution shall be expected to participate in and co-operate with these requirements if appropriate, and with the timely and accurate publication of the Unistats datasets on its web site if required.

# Admissions and Student Selection

1. The admission requirements for the Programme(s) shall conform to the University's general entrance requirements (including all relevant English language qualifications) and any requirements specific to the Programme(s) as agreed at validation.
2. Where applicants require a Student Visa to study, the English language entry requirements for Programmes are subject to change to comply with the UK Visa and Immigration (UKVI) requirements.
3. DELETE IF NOT APPLICABLE] Where a Programme is taught and assessed in a language other than English, the Programme Handbook shall state clearly the minimum language entry requirements for admission to the Programme. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals.
4. The admission of students shall be undertaken by the party named in the programme details table section p. Student selection shall be undertaken by staff from both institutions using agreed procedures and guidelinesand as stated in the validation documentation. In the case of students with advanced standing, also known as the recognition of prior certificated or experiential learning (RPL), this shall normally be awarded within the requirements of the LQEH.
5. Student identification and qualification certificates must be verified at the point of admission to the Programme.
6. Students will not be able to be made Unconditional offers of admission onto the Programme(s) until all in-country regulatory permissions and licenses to operate the Programme(s) have been approved and confirmed to the University. The University should be informed if these have not been obtained two months prior of the proposed start date of the Programme.

# Registration, Enrolment, Student Data Returns and Entry Points

1. Applicants accepted for the Programme(s) shall be registered as students for a qualification of the University and shall enrol with both the University and the Partner Institution. They shall be subject to the normal rules and regulations of each institution, except when they are overridden by the provisions of this Memorandum of Co-operation.
2. The Partner Institution shall be responsible for providing the University with the required details of all students registered for a University qualification at least 2 weeks prior to the start of the Programme(s), except where alternative arrangements have been agreed.
3. The Partner Institution shall ensure that their students have fully completed their online enrolment on the University’s central student management system (via myUniHub), in line with University admissions/enrolment procedures, by the published deadlines or week six of the start of each cohort annually at the latest.
4. The Partner Institution shall ensure that students comply with the interruption/withdrawal procedures set out in the University Academic Regulations. They shall ensure students are made aware of the maximum length of registration period permitted for the Programme.
5. [DELETE IF NOT APPLICABLE: FOR UK STUDENTS ONLY:] For the purposes of student numbers and data returns,they shall be included in the University’s returns to Office for Students (OfS), etc. where appropriate.
6. The Programme’s student intakes shall be as stated in the programme details table section j.

# Middlesex University Student ID Card

Students shall be entitled to receive University Student access cards for admission to Learning Resource facilities when visiting University London campus.

# Students’ Union Membership

Students on a franchised collaborative Programme who attend a University London campus for all or part of their studies (as outlined in the Financial Agreement), shall, during such time, automatically become members of Middlesex University Students’ Union (MDXSU). Students on franchised collaborative Programmes who do not attend a University London campus for their studies are not entitled to join MDXSU, and provision for such students during this time to join a students’ union or equivalent organisation within their institution, if applicable, shall be the responsibility of the Partner Institution.

# Tuition

a) Tuition shall be provided by the Partner Institution in accordance with the validated Programme(s) and the arrangements as described in the definitive Programme Handbook.

1. The language of tuition and assessment shall be English unless exceptionally agreed and recorded in the programme details table in section t and section u. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals.
2. The University requires the Partner Institution to put in place the necessary arrangements for the ethical scrutiny of student projects/assessment as approved by the University.

[IF PROGRAMME INVOLVES A PLACEMENT, INCLUDE CLAUSES TO REFLECT THE DIVISION OF RESPONSIBILITY AND SUPERVISION]

# Library and Learning Support Facilities

1. The Partner Institution (and the University as appropriate) shall ensure library, computer and other facilities are made available in accordance with the requirements of the validation arrangements and, in the case of the Partner Institution, to the equivalent standards of provision as are found at the University.
2. Students enrolled on the named Programme(s) shall be entitled to access the University’s Library and IT facilities with full borrowing and reference rights (as agreed with the Assistant Director, Library Services and the appropriate Library Liaison Manager) except where the publisher has specifically denied access.
3. Students shall receive an individual student account to access the University’s technology supported learning via the My Learning portal (myUniHub). Relevant academic and support staff at the Partner Institution shall also receive an individual account to access module information from My Learning. Arrangements for this access shall be made by the Academic Partnerships team in liaison with the named contact at the Partner Institution.
4. Staff at the Partner Institution will also receive quality enhancement and management information. This information will be provided by the University’s Academic Quality Service and the Academic Partnerships team.
5. In establishing collaborative Programmes, the University shall make explicit the expectations related to e-learning (including infrastructure to support the use of e-learning) and these will be included within the learning, teaching and assessment strategy of the relevant Programme Handbook and discussed at the validation/review event.

# Student Support Facilities

1. The Partner Institution shall provide student support services deemed to be equivalent to those that are available to students on Programmes offered at the University and as approved at validation/review.
2. Students on the named Programme(s) shall not normally be entitled to access or use the University student support services. UK PARTNERS ONLY: UK eligible funded students may make use of the Disability Support Service’s assessment for the Disabled Students’ Allowance and attend Learner Development Unit open workshops for Academic Writing & Language (AWL).
3. Students on the named Programme(s) shall have access to the University’s student portal (myUniHub). This portal will enable students to access their student record on the University’s central student management system, e-learning materials, a University email account and University library resources.
4. UK PARTNERS ONLY: Students may apply to the University’s Accommodation Service for a place in the University’s Halls of Residence; allocation shall be subject to availability and the fulfilment of all normal criteria.
5. UK PARTNERS ONLY: Students on the named Programme(s) shall be entitled to use the University’s Sports facilities..

# Student Financial Support

1. [UK PARTNERS ONLY – ADJUST ACCORDNG TO AGREED ARRANGEMENT]: The Partner Institution shall ensure the correct administrative arrangements are in place for the receipt and distribution of Student Loans.

[OR]

1. The University shall ensure the correct administrative arrangements are in place for the management of Student Loans, where this is relevant to the Partner Institution and Programme
2. UK PARTNERS ONLY: The Partner Institution shall provide all statutory bursaries to students as required by legislation.
3. Students on the Programme shall not be entitled to apply for financial support from the University’s Student Support Fund.
4. TUITION FEES UK PARTNERS ONLY AND ONLY IF APPLICABLE

* Collection of tuition fees will be undertaken by the Financial Services (Income) department of Middlesex University when students enrol and are based at a Middlesex University campus.
* Middlesex University's Financial Services (Income) department will invoice sponsors for fees for students based at a Middlesex University campus.
* Middlesex University’s fee policy shall apply regarding the collection of tuition fees.
* Where appropriate, the Academic Partnerships team in conjunction with the Financial Services (Income) & (Payments) departments of Middlesex University will arrange for the transfer of funds to, or the invoicing of the Partner Institution as detailed in the financial section of the Memorandum of Co-operation.

# Programmes Launch, Operation Management, Quality Assurance Monitoring and Programme Voice Group

1. Academic calendars will be provided by the Partner Institution to the University including teaching, Programme Voice Group, and local graduation ceremony dates. These dates will be provided two months prior to the start of the academic year.
2. A Programme Voice Group for the Programme(s) shall be established by the Partner Institution to provide a forum for staff and students to discuss delivery, development and enhancement, which shall include the following members:
   * Partner Institution Link Tutor or nominee who must attend all meetings (whom shall normally Chair the Programme Voice Group);
   * University Link Tutor who must attend at least one Programme Voice Group per year either in person or virtually;
   * Representatives of the teaching team; and
   * at least one student representative for each year or stage of each Programme(s).

The Programme Voice Group for the Programme(s) shall meet twice per cohort each academic year or equivalent (suitably spaced throughout the year) and arrangements are as set out in the LQEH. The Partner Institution’s Link Tutor shall attend all Programme Voice Group meetings and provide minutes to the University Link Tutor and Academic Partnerships team by the deadlines specified in the LQEH. Any alternative Programme Voice Group arrangements to those specified in the LQEH need to be approved by the Centre for Academic Practice prior to implementation.

1. The Partner Institution shall put in place survey mechanisms to gather student feedback at programme and module level, as detailed in the LQEH, and to be considered as evidence when authoring the Annual Monitoring Report.
2. The Partner Institution is required to submit an Annual Monitoring Report (AMR) to the University Academic Quality Service using the appropriate template and deadline as specified in the LQEH (section 7). The Partner Institution’s AMR must cover all their collaborative provision. The AMR process may be used by the Academic Quality Service as a vehicle to request that Partners submit to the University particular documents in order to meet governance requirements as appropriate. Partner Institution Link tutors (ILTs) are responsible for authoring the AMRs in collaboration with the University Link tutors (ULTs).

# Assessment

1. Coursework and examinations are set by the Middlesex University module leaders. All examinations and coursework shall be reviewed by external examiners as per the University regulations. Coursework is normally marked by the local tutor, examinations are normally marked by the University module leader. Coursework and/or examinations are moderated by relevant staff at the University and external examiners as per the University regulations and LQEH.
2. The external examiner acting for the University Programme will normally be appointed as external examiner for the franchised Programme.
3. Unseen examinations shall be conducted in parallel to those at the University i.e. on the same date and at the same UK equivalent time.
4. The assessment of students on the Programme(s) shall be the responsibility of the University’s Assessment Board for the above named Programme(s) i.e. the First Tier Board, Second Tier Assessment Boards for finalist students and the Programme Progression Boards for continuing students.
5. The students shall be subject to University’s Assessment Regulations (as set out in the University Regulations and the Programme Handbook(s)), including those relating to academic integrity and misconduct and appeals against Assessment Board decisions.
6. University Link Tutors or nominee(s) shall be required to attend Assessment Boards as outlined in the LQEH. Institutional Link tutors shall be consulted prior to the Board and their views shall be represented via an appropriate nominee.
7. The University will be responsible for entering assessment data for the collaborative partner on the University database.
8. Precise arrangements for assessment shall be those detailed in the Programme Handbook(s) approved at Validation, and as guided by the University's LQEH.
9. All grades should be considered provisional until confirmed by the University Assessment Board.
10. The University will be responsible for the publication of results to students on myUniHub.

# Certificates, Diploma Supplements and Graduation

1. Qualification certificates and details of student performance, in the form of a Diploma Supplement, shall be issued by the University. The formats shall be in accordance with the provisions of the LQEH and as the sample certificate template provided in this Programme Memorandum of Co-operation.
2. Students who have partially completed the Programme shall receive the appropriate exit qualification as provided by the University’s Assessment Regulations (unless otherwise agreed at validation) and outlined in the programme details table section aa.
3. Where an exit qualification is not available and a qualification is not conferred, a statement of general credit showing the completed sections can be provided by the University.
4. Distribution of Diploma Supplements and Certificates to students is the responsibility of the Partner Institution.
5. Students who receive a qualification under the terms of this Programme Memorandum of Co-operation shall be entitled to attend the University’s Summer Graduation Ceremonies.
6. Students who receive a qualification under the terms of this Programme Memorandum of Co-operation shall be entitled to join the University’s Alumni Association.

# Students with Disabilities

FOR UK PARTNERS: The Partner Institution is responsible for ensuring that the Programme complies with the Equality Act 2010.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring compliance with the spirit of the UK’s Equality Act 2010 and local legislation in respect of those aspects of the curriculum and delivery for which it is responsible.

# Health and Safety

FOR UK PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with the Health and Safety at Work Act 1974 and relevant local legislation.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with relevant local legislation.

1. **Intellectual Property Rights**

The following definition for Intellectual Property shall apply:

“**Intellectual Property**” means the worldwide right, title and interest in and to all patents, patent applications, copyrights, trademarks, design rights, database rights, trade secrets, know-how and any other intellectual property rights.

1. All Intellectual Property in Programme materials generated in the University may be used in the Partner Institution with the University’s permission in writing. Such materials will remain the property of the University (or its staff in accordance with contractual agreements).
2. In the event that the Programme is phased out, or upon termination of relevant Programme Memoranda of Co-operation or the Partnership Contract, the Partner Institution shall, upon completion of the Programme by all enrolled students, forthwith:

* deliver up to the University all Programme materials provided by the University, together with any copies thereof which remain in the possession, power or control of the Partner Institution and shall erase all such Programme materials held on all its computer systems and other information retrieval systems; and
* cease using any Programme materials which embody any of the Intellectual Property rights of the University.

1. **Student Protection Plan Implementation and Contingency Arrangements**

The Institution must immediately inform the University in the event of the Student Protection Plan being implemented and the Programme(s) no longer being offered by the partner.



**ANNEXE 2**

**ADMINISTRATIVE AND OPERATIONAL ANNEXE**

**(JOINT PROGRAMMES)**

**INSERT OR DELETE**

1. **Scope of This Annexe**

The University agrees to deliver jointly the qualification(s) named in clause 1 (hereinafter referred to as the Programme(s)) with the Partner Institution.

This agreement records that the above named Programme(s) shall be provided in accordance with all regulations, procedures and processes as agreed at validation.

For the avoidance of doubt, failure to comply with the Programme(s) details in the Memorandum of Co-operation may result in the University enforcing termination rights and indemnity rights where it suffers financial loss as a result of the Partner Institution’s breach.

# Programme Responsibility

The Programme(s) remain(s) the overall responsibility of the University under the day-to-day direction of the joint Programme Leaders and teaching staff of both institutions. Within the University, this shall be the responsibility of the Faculty named in the programme details table section f.

# Date of Commencement and Duration of Approval

The date of the commencement of the named Programme(s) shall as stated in the programme details table section h.

# Date of Programme Review

1. Before the end of the stated Programme(s) approval period as recorded in the programme details table section g, the Programme(s) shall be reviewed in accordance with the University’s Validation and Review Procedures in the Learning and Quality Enhancement Handbook (LQEH)[[4]](#footnote-5). The Programme(s) may also be subject to a review during the period of approval if in accordance with the University’s Validation and Review Procedures in the LQEH, circumstances require such a review.
2. Subject to the outcome of the review a new Programme Memorandum of Co-operation Agreement will commence subject to both parties agreeing the terms of and executing the Agreement.

# Latest Date of Recruitment to the Programme

# The Partner Institution will take steps not to recruit students after the latest date of recruitment to the Programme(s) as specified in the programme details table, section i, unless this has been agreed formally by the University through the review process. Failure to comply with this will entitle the University to terminate the Partnership Contract in accordance with Clause 13.5 of the Partnership Contract

[UPDATE CLAUSE NUMBER IF OLDER PARTNERSHIP AGREEMENT IS IN PLACE]

# Programme Handbook(s), Advertising, Publicity Material and Web Sites

1. The University retains the right to approve all advertising and publicity material relating to the Programme(s) prior to publication. In so doing, the University reserves the right to require changes to be made to material and, in the event that no changes are made within a given period of time, to terminate the contract or treat the contract as repudiated giving rise to the possibility of the University being able to claim damages.
2. [CHOOSE RELEVANT OPTION] The Programme Specification(s) shall be published on the University’s web site. If changes are required to the Programme Specification(s), approval should be sought as outlined in the LQEH and prior to updating the web site.

[OR]

The Partner Institution shall ensure that the approved Programme Specifications for all years are made publicly available e.g. on the Partner Institution’s web site, or that information about the Programme(s) are provided in some other form. If changes are required to the Programme Specification(s), approval should be sought as outlined in the LQEH and prior updating the web site.

1. The Programme Handbook(s) (using the University template) must be updated annually or for each cohort and provided to the University Link Tutor and Academic Partnerships team within one month of the start of the Programme.
2. The Partner Institution shall ensure students are provided with a copy of the Programme Handbook when they commence their studies.
3. The Partner Institution must adhere to the University’s guidelines when developing advertising and publicity material as outlined in the LQEH. Marketing materials could include, but are not limited to, advertising, webpages, copy, publications, brochures, flyers, pull-up banners, promotional merchandise, social media, press releases and statements/announcements.
4. Copies of the advertising and publicity material should be submitted to the Academic Partnerships team and University Link Tutor for approval prior to publication as outlined in the LQEH.
5. The Partner Institution should ensure that its web site correctly represents its collaborative relationship with the University, and ensure that it includes accurate Programme information for all collaborative Programmes with Middlesex University, the most recent Middlesex University partnership logo and articulation/progression information.
6. The following information will be made publicly available and easily accessible to current and prospective students by the Partner Institution:

* The structure of the Programme, including making the Programme specification available
* The total costs of the Programme, including any annual increases
* All terms and conditions, with any surprising or important terms highlighted

1. All relevant policies and procedures will be made publicly available and easily accessible to current and prospective students by the Partner Institution. These should include, but are not limited to:

* Regulations applicable to the Programme
* Admissions Policy and Procedures
* Complaints and Appeals Policy and Procedures
* Safeguarding and Prevent Policy and Procedures (or equivalent policies for overseas institutions)
* Equality and Diversity Policy and Procedures
* Data Protection and Retention Policy and Procedures
* Disciplinary/Behaviour policy
* Refund policy

1. The Partner Institution acknowledges that it is required to comply with UK consumer law by following the detailed guidance set out by the Competition and Markets Authority (CMA) in relation to Higher Education providers.
2. [UK UNDERGRADUATEPARTNERS ONLY- DELETE IF NOT APPLICABLE] The University shall, on behalf of the Partner Institution, collate all required information, and comply with all mandatory reporting requirements relating to Discover Uni and the Unistats dataset as required by the Office for Students.. The Partner Institution shall be expected to participate in and co-operate with these requirements if appropriate, and with the timely and accurate publication of the Unistats datasets on its web site if required.

# Admissions and Student Selection

1. The admission requirements for the Programme(s) shall conform to the University's general entrance requirements (including all relevant English language qualifications) and any requirements specific to the Programme(s) as agreed at validation.
2. Where applicants require a Student Visa to study, the English language entry requirements for Programmes are subject to change to comply with the UK Visa and Immigration (UKVI) requirements.
3. Student identification and qualification certificates must be verified at the point of admission to the Programme.
4. [DELETE IF NOT APPLICABLE] Where a Programme is taught and assessed in a language other than English, the Programme Handbook shall state clearly the minimum language entry requirements for admission to the Programme. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals.
5. The admission of students shall normally be undertaken by the University. Student selection shall be undertaken by staff from both institutions using agreed procedures and guidelines and as stated in the validation documentation. In the case of students with advanced standing, also known as the recognition of prior certificated or experiential learning (RPL), this shall normally be awarded within the requirements of the LQEH.
6. [OVERSEAS ONLY] Students will not be able to be made Unconditional offers of admission onto the Programme(s) until all in-country regulatory permissions and licenses to operate the Programme(s) have been approved and confirmed to the University. The University should be informed if these have not been obtained two months prior to the proposed start date of the Programme.

# Registration, Enrolment, Student Data Returns and Entry Points

1. Agreement will be made regarding which institution will provide information to students regarding enrolment, academic calendars and handbooks.
2. Applicants accepted for the Programme(s) shall be registered as students for a qualification of the University and shall enrol with both the University andthe Partner Institution. They shall be subject to the normal rules and regulations of each institution, except when they are overridden by the provisions of this Programme Memorandum of Co-operation.
3. The Partner Institution shall ensure that their students have fully completed their on-line enrolment and module registration on the University’s central student management system (via myUniHub), in line with University admissions/enrolment procedures, by the published deadlines or week six of the start of each cohort annually at the latest.
4. The Partner Institution shall ensure that students comply with the interruption/withdrawal procedures set out in the University Academic Regulations. They shall ensure students are made aware of the maximum length of registration period permitted for the Programme.
5. [FOR UK STUDENTS ONLY:] For the purposes of student numbers and data returns, they shall be included in the University’s returns to Office for Students (OfS), etc. where appropriate.
6. The Programme’s student intakes shall be as stated in the programme details table section j.
7. **Middlesex University Student ID Card**

Students shall be entitled to receive University Student access cards when attending the University London campus.

# Students’ Union Membership

Students on a joint collaborative Programme who attend a University London campus for part or all of their studies (as outlined in the Financial Agreement), shall, during such time, automatically become members of the Middlesex University Students’ Union (MDXSU). Students on joint collaborative Programmes who do not attend a University London campus for their studies are not entitled to join MDXSU, and provision for such students to join a students’ union or equivalent organisation within their institution, if applicable, shall be the responsibility of the Partner Institution.

# 11. Tuition

* 1. Tuition shall be provided by both the University and the Partner Institution in accordance with the validated Programme(s) and the arrangements as described in the definitive Programme Handbook and the finance Agreement of this Programme Memorandum of Co-operation.
  2. The language of tuition and assessment shall be English unless otherwise agreed and recorded in the programme details table in section t and section u. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals.
  3. The University requires the Partner Institution to put in place the necessary arrangements for the ethical scrutiny of student projects/assessment as approved by the University.

[IF PROGRAMME INVOLVES A PLACEMENT, INCLUDE CLAUSES TO REFLECT THE DIVISION OF RESPONSIBILITY AND SUPERVISION]

# 12. Library and Learning Support Facilities

1. The University and the Partner Institution shall ensure library, computer and other facilities are made available, in accordance with the requirements of the validation arrangements and, in the case of the Partner Institution, to the equivalent standards of provision as are found at the University.
2. Students enrolled on the named Programme(s) shall be entitled to access the University’s Library and IT facilities with full borrowing and reference rights (as agreed with the Assistant Director, Library Services and the appropriate Library Liaison Manager) except where the publisher has specifically denied access.
3. Students shall receive an individual student account to access the University’s technology supported learning via the My Learning portal (myUniHub). Relevant academic and support staff at the Partner Institution shall also receive an individual account to access module information from My Learning. Arrangements for this access shall be made by the Academic Partnerships team in liaison with the named technical contact at the Partner Institution.
4. Staff at the Partner Institution will also receive quality enhancement and management information. This information will be provided by the University’s Academic Quality Service and the Academic Partnerships team.
5. In establishing collaborative Programmes, the University shall make explicit the expectations related to e-learning (including infrastructure to support the use of e-learning) and these will be included within the learning, teaching and assessment strategy of the relevant Programme Handbook and discussed at the validation/review event.

# 13. Student Support Facilities

1. The University and the Partner Institution shall jointly provide students enrolled on the Programme(s) student support services equivalent to those that are available to students on other Programmes run by the University.
2. Students on the named Programme(s) shall, if appropriate, be entitled to access or use the University student support services as follows: Money and Welfare Advice, Childcare, Employability Service, Counselling, Disability Support Unit, the Learner Development Unit and Dyslexia/Specific Learning Difficulties tutorial support if eligible. The Partner Institution shall inform the University’s Disability Support Service of any students requiring disability support.
3. Students on the named Programme(s) shall have access to the University’s student portal (myUniHub). This portal will enable students to access their student record on the University’s central student management system, e-learning materials, a University email account and University library resources.
4. UK PARTNERS ONLY: Students may apply to the University’s Accommodation Service for a place in the University’s Halls of Residence; allocation shall be subject to availability and the fulfilment of all normal criteria.
5. UK PARTNERS ONLY: Students on the named Programme(s) shall be entitled to use the University’s Sports facilities.

# 14. Student Financial Support and Tuition Fees

1. [UK PARTNERS ONLY]:

* The University shall ensure the correct administrative arrangements are in place for the management of Student Loans, where this is relevant to the Partner Institution and Programme.
* The University shall provide all statutory bursaries to students as required by legislation.
* Students on the Programme shall not be entitled to apply for financial support from the University’s Student Support Fund.
* Students on the Programme may request Council tax exemption via myUniHub.

1. [NON-UK PARTNER ONLY] Students on the Programme shall not be entitled to apply for financial support from the University’s Student Support Fund

[UK PARTNERS ONLY AND ONLY IF APPLICABLE]

* Collection of tuition fees will be undertaken by the Financial Services (Income) Department of Middlesex University when students enrol and are based at a Middlesex University campus.
* Middlesex University's Financial Services (Income) Department will invoice sponsors for fees for students based at a Middlesex University campus.
* Middlesex University’s fee policy shall apply regarding the collection of tuition fees.
* Where appropriate, the Academic Partnerships team in conjunction with the Financial Services (Income) and (Payments) Departments of Middlesex University will arrange for the transfer of funds to, or the invoicing of the Partner Institution as detailed in the financial section of the Memorandum of Co-operation.

**15. Programmes Launch, Operation Management and Quality Assurance Monitoring and Programme Voice Group**

1. Academic calendars will be provided by the Partner Institution to the University including Teaching, Programme Voice Group, assessment board and graduation ceremony dates. These dates will be provided two months prior to the start of the academic year.
2. A Programme Voice Group for the Programme(s) shall be established by the Partner Institution to provide a forum for staff and students to discuss delivery, development and enhancement, which shall include the following members:
3. the Link Tutors from both institutions or nominee (one of whom shall Chair the Programme Voice Group);
4. representatives of the teaching team; and
5. at least one student representative for each year or stage of each Programme(s).

The Programme Voice Groups for the Programme(s) shall meet twice per cohort each academic year or equivalent (suitably spaced throughout the year) and arrangements are as set out in the LQEH. The Partner Institution’s Link Tutor shall attend all Programme Voice Groups meetings and provide minutes to the University Link Tutor by the deadlines specified in the LQEH. The University’s Link Tutor shall attend at least one Programme Voice Group per year either in person or virtually. Any alternative Programme Voice Group arrangements to those specified in the LQEH need to be approved by the Centre for Academic Practice prior to implementation.

c) The Partner Institution shall put in place survey mechanisms to gather student feedback at programme and module level, as detailed in the LQEH, and to be considered as evidence when authoring the Annual Monitoring Report.

d) The Partner Institution is required to submit an Annual Monitoring Report (AMR) to the University Academic Quality Service using the appropriate template and deadline as specified in the LQEH (section 7). The Partner Institution’s AMR must cover all their collaborative provision. The AMR process may be used by Academic Quality Service as a vehicle to request that Partners submit to the University particular documents in order to meet governance requirements as appropriate. Partner Institution Link tutors (ILTs) and University Link tutors (ULTs) are jointly responsible for authoring the AMRs.

1. **Assessment**
2. Coursework and examinations are set and marked by the respective University and Partner Institution’s Module Leaders. Coursework and/or examinations are moderated by the University. Precise arrangements for assessment shall be those detailed in the Programme Handbook(s) approved at Validation, and as guided by the LQEH.
3. Unseen examinations shall be conducted in parallel to those at the University where required i.e. on the same date and at the same UK equivalent time.
4. The students shall be subject to Middlesex University’s Assessment Regulations (as set out in the University Regulations and the Programme Handbook(s)), including those relating to academic integrity and misconduct and appeals against Assessment Board decisions.
5. The external examiner will be appointed by Middlesex to examine all modules whether delivered at the University or the Partner Institution. All examinations and coursework shall be reviewed by external examiners as per the University’s Regulations.
6. Registration for modules will be completed by Academic Registry in liaison with administrative staff at the Partner Institution.
7. Middlesex University will be responsible for entering assessment data for the collaborative partner on the University database.
8. The assessment of students on the Programme(s) shall be the responsibility of the University’s Assessment Board for the above named Programme(s) i.e. the First Tier Board, Second Tier Assessment Board for finalist students and the Programme Progression Board for continuing students.
9. Staff at the Partner Institution with substantial teaching responsibility on the Programme(s) shall be involved in the assessment of students and shall be members of the relevant Assessment Boards. University and Institutional Link tutors or nominee(s) shall be required to attend Assessment Boards as outlined in the LQEH.
10. All grades should be considered provisional until confirmed by the University Assessment Board.
11. The University will be responsible for the publication of results to students on myUniHub.

# Certificates, Diploma Supplements and Graduation

1. Qualification certificates and details of student performance, in the form of a Diploma Supplement, shall be issued by the University. The formats shall be in accordance with the provisions of the LQEH and the sample certificate template as an appendix this Programme Memorandum of Co-operation
2. Diploma Supplements and Certificates will be sent to students' home addresses or as negotiated with the Partner Institution.
3. Students who have partially completed the Programme shall receive the appropriate exit qualification as provided by the University’s Assessment Regulations (unless otherwise agreed at validation).
4. Where an exit qualification is not available and a qualification is not conferred, a statement of general credit showing the completed sections can be provided by the University.
5. Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to attend the University’s Summer Graduation Ceremonies.
6. Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to join the University’s Alumni Association.
7. Graduation Outcomes survey statistics will be made available by Middlesex University.
8. From June 2021 all students who graduate from Middlesex University will automatically receive a digital certificate and diploma supplement subject to and as detailed in the ‘Diploma supplements and certificates’ section on the University’s UniHub website.

# Students with Disabilities

FOR UK PARTNERS: The University and the Partner Institution are jointly responsible in accordance with the agreed teaching split for ensuring that the Programme complies with the Equality Act 2010.

FOR OVERSEAS PARTNERS: The University and the Partner Institution are jointly responsible in accordance with the agreed teaching split for ensuring compliance with the spirit of the UK’s Equality Act 2010 and local legislation in respect of those aspects of the curriculum and delivery for which it is responsible.

# Health and Safety

FOR UK PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with the Health and Safety at Work Act 1974 and relevant local legislation.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with relevant local legislation.

1. **Intellectual Property Rights**

The following definition for Intellectual Property shall apply:

“**Intellectual Property**” means the worldwide right, title and interest in and to all patents, patent applications, copyrights, trademarks, design rights, database rights, trade secrets, know-how and any other intellectual property rights.

1. All Intellectual Property in Programmematerials generated in the University may be used in the Partner Institution with the University’s permission in writing. Such materials will remain the property of the University (or its staff in accordance with contractual agreements).

b) Similarly, all Intellectual Property in Programme materials generated in the Partner Institution may be used in the University with the Partner Institution’s permission in writing. Such materials will remain the property of the Partner Institution (or its staff in accordance with contractual agreements).

1. Any new Programme materials created jointly by the University and the Partner Institution shall, save to the extent that they incorporate Intellectual Property rights belonging to either party at the date of creation thereof, belong to the University and the Partner Institution jointly, as tenants in common in equal shares; and neither party may use or authorise or permit the use of the jointly owned Programme materials without the other party’s express prior written consent, except for the purpose of delivering the Programme.
2. The University and the Partner Institution shall at their joint expense take all reasonable steps necessary to protect any jointly created Intellectual Property rights, by applying to register such Intellectual Property rights as are registerable where appropriate.
3. If any Intellectual Property rights belonging to the University and the Partner Institution jointly are infringed by a third party then, unless the University and the Partner Institution agree to take joint action in respect of the infringement, either party may, on behalf of the parties as joint owners, take all reasonable steps in the joint names of the parties necessary to enforce those Intellectual Property rights; provided that all legal costs and expenses incurred by either party in relation to such action shall be borne by the parties in equal shares and any damages or costs recovered shall be for the benefit of the University and the Partner Institution in equal shares.
4. If any third party alleges that any Intellectual Property created jointly by the University and the Partner Institution infringes the rights of such third party, then, unless the University and the Partner Institution agree jointly to defend such action in respect of the infringement, either party may, on behalf of the parties as joint owners, take all reasonable steps in the joint names of the parties necessary to defend the claim for infringement; provided that all legal costs and expenses incurred by either party in relation to the defence of such action shall be borne by the parties in equal shares and any damages or costs awarded to the third party shall be borne by the University and the Partner Institution in equal shares.
5. The University and the Partner Institution shall take all steps and provide all information and assistance reasonably required for the purpose of such enforcement or defence proceedings.
6. If any disagreement arises between the University and the Partner Institution as to the steps to be taken to protect or enforce such joint Intellectual Property, or to defend any third party claims for infringement, the matter shall be referred to a barrister or solicitor who specialises in Intellectual Property disputes and of at least 5 years' standing, appointed by agreement between the parties or failing agreement, appointed by the President for the time being of the Law Society, and the parties shall act in accordance with the advice of that barrister or solicitor.
7. In the event that any jointly delivered Programme is phased out or, upon termination of relevant Programme Memoranda of Co-operation or the Partnership Contract, the University and the Partner Institution shall each forthwith:

* deliver up to the other party all Programme materials provided by the other party together with any copies thereof which remain in its possession, power or control and shall erase all such Programme materials held on all its computer systems and other information retrieval systems; and
* cease using any Programme materials jointly created for the purposes of relevant Programme Memoranda of Co-operation or the Partnership Contract which embody any of the Intellectual Property rights of the other party.

1. **Student Protection Plan Implementation and Contingency Arrangements**

The Institution must immediately inform the University in the event of the Student Protection Plan being implemented and the Programme(s) no longer being offered by the partner.

**ANNEXE 2**

**ADMINISTRATIVE AND OPERATIONAL ANNEXE**

**(VALIDATED PROGRAMMES)**

**INSERT OR DELETE**

1. **Scope of This Annexe**

The University agrees to validate the qualification(s) named in clause 1 (hereinafter referred to as the Programme(s)) to be wholly delivered by and at the Partner Institution.

This agreement records that the above named Programme(s) shall be provided in accordance with all regulations, procedures and processes as agreed at validation.

For the avoidance of doubt, failure to comply with the Programme(s) details in the Memorandum of Co-operation may result in the University enforcing termination rights and indemnity rights where it suffers financial loss as a result of the Partner Institution’s breach.

# Programme Responsibility

The Programme(s) remain(s) the overall responsibility of the University under the day-to-day direction of the Programme Leaders and teaching staff of the Partner Institution. Within the University, this shall be the responsibility of the Faculty named in the programme details table section f.

# Date of Commencement and Duration of Approval

The date of the commencement of the named Programme(s) shall be as stated in the Programme Details table section h.

# Date of Programme Review

1. Before the end of the stated Programme(s) approval period as stated in the Programme Details table section g, the Programme(s) shall be reviewed in accordance with the University’s Validation and Review Procedures in the Learning and Quality Enhancement Handbook (LQEH)[[5]](#footnote-6). The Programme(s) may also be subject to a review during the period of approval if in accordance with the University’s Validation and Review Procedures in the LQEH, circumstances require such a review.
2. Subject to the outcome of the review a new Programme Memorandum of Co-operation Agreement will commence subject to both parties agreeing the terms of and executing the Agreement.

# Latest Date of Recruitment to the Programme

# The Partner Institution will take steps not to recruit students after the latest date of recruitment to the Programme(s) as specified in the programme details table, section i, unless this has been agreed formally by the University through the review process. Failure to comply with this will entitle the University to terminate the Partnership Contract in accordance with Clause 13.5 of the Partnership Contract.

[UPDATE CLAUSE NUMBER IF OLDER PARTNERSHIP AGREEMENT IS IN PLACE]

# Programme Handbook(s), Advertising, Publicity Material and Web Sites

1. The University shall monitor the Programme Handbook(s) and approve all advertising and publicity material relating to the Programme(s) prior to publication. In so doing, the University reserves the right to require changes to be made to material and, in the event that no changes are made within a given period of time, to terminate the contract or treat the contract as repudiated giving rise to the possibility of the University being able to claim damages.
2. The Partner Institution shall ensure that the approved Programme Specifications for all years are made publicly available i.e. on the Partner Institution’s web site. If changes are required to the Programme Specification(s), approval should be sought as outlined in the LQEH and prior to updating the web site.
3. The Programme Handbook(s) (using the University template) must be updated annually (or for each cohort) and provided to the University Link Tutor and Academic Partnerships team within one month of the start of the Programme.
4. The Partner Institution shall ensure students are provided with a copy of the Programme Handbook when they commence their studies.
5. The Partner Institution must adhere to the University’s guidelines when developing advertising and publicity material as outlined in the LQEH. Marketing materials could include, but are not limited to, advertising, webpages, copy, publications, brochures, flyers, pull-up banners, promotional merchandise, social media, press releases and statements/announcements.
6. Copies of the advertising and publicity material should be submitted for approval to the Academic Partnerships team and the University Link Tutor prior to publication as outlined in the LQEH.
7. The Partner Institution shall ensure that its web site correctly represents its collaborative relationship with the University, and ensure that it includes accurate Programme information for all collaborative Programmes with Middlesex University the most recent Middlesex University partnership logo and articulation/progression information.
8. The following information will be made publicly available and easily accessible to current and prospective students by the Partner Institution:

* The structure of the Programme, including making the Programme specification available
* The total costs of the Programme, including any annual increases
* All terms and conditions, with any surprising or important terms highlighted

1. All relevant policies and procedures will be made publicly available and easily accessible to current and prospective students by the Partner Institution. These should include, but are not limited to:

* Regulations applicable to the Programme
* Admissions Policy and Procedures
* Complaints and Appeals Policy and Procedures
* Safeguarding and Prevent Policy and Procedures (or equivalent policies for overseas institutions)
* Equality and Diversity Policy and Procedures
* Data Protection and Retention Policy and Procedures
* Disciplinary/Behaviour policy
* Refund policy

1. The Partner Institution acknowledges that it is required to comply with UK consumer law by following the detailed guidance set out by the Competition and Markets Authority (CMA) in relation to Higher Education providers.
2. [UK UNDERGRADUATE PARTNERS ONLY. DELETE IF NOT APPLICABLE] The Partner Institution shall be responsible for the collation, reporting and publication of all mandatory requirements relating to Discover Uni and the Unistats dataset as required by the Office for Students.

# Admissions and Student Selection

1. The admission requirements for the Programme(s) shall conform to the University's general entrance requirements (including all relevant English language qualifications) and any requirements specific to the Programme(s) as agreed at validation.
2. Where applicants require a Student Visa to study, the English language entry requirements for Programmes are subject to change to comply with the UK Visa and Immigration (UKVI) requirements.
3. Student identification and qualification certificates must be verified at the point of admission to the Programme.
4. [DELETE IF NOT APPLICABLE] Where a Programme is taught and assessed in a language other than English, the Programme Specification shall state clearly the minimum language entry requirements for admission to the Programme. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents including costs for translation and appeals.
5. The recruitment and admission of students shall be undertaken by the Partner Institution. Student selection shall be undertaken by the Partner Institution using procedures and criteria agreed with the University and as stated in the validation documentation. In the case of students with advanced standing, also known as the recognition of prior certificated or experiential learning (RPL), this shall normally be awarded within the requirements of the LQEH.

# Registration, Enrolment, Student Data Returns and Entry Points

1. Applicants accepted for the Programme(s) shall be registered as students for a qualification of the University and shall enrol with the Partner Institution. They shall be subject to the Partner Institution’s normal rules and regulations.
2. For the purposes of student numbers and data returns, they shall be included in the Partner Institution’s statutory returns to the appropriate agency where required.
3. The partner Institution shall inform the University of the exact date that teaching starts at the beginning of each academic year. The start dates for each cohort throughout the year should be communicated two months prior to the start of the academic year.
4. The Partner Institution (via the Institution Link Tutor or named contact) shall be responsible for providing the University with the required details of all students newly registered for a University qualification within 6 weeks of the start of the Programme(s) or each Programme intake. For Programmes with multiple entry points), the Partner Institution shall forward to the University the registration details at the agreed enrolment dates.
5. The University will register all students on the University database and confirm registrations back to the partner.
6. The Partner Institution shall confirm annually the status for all continuing students and ensure that all student interruptions and withdrawals are communicated to the University immediately.
7. The partner institution must seek permission from the University to extend the registration period for any student that requires approval to exceed the maximum registration period, as stated in the Programme Details table section l and the University Regulations.
8. The Programme’s student intakes shall be as stated in the Programme Details table section j.

# Middlesex University Student ID Card

Students shall not be entitled to receive University Student ID cards but shall receive one from the Partner Institution which may contain wording approved by the University to refer to the collaborative relationship.

1. **Students’ Union Membership**

Students on validated collaborative programmes are not entitled to join Middlesex University Students’ Union (MDXSU), and provision for such students to join a students’ union or equivalent organisation within their institution, if applicable, shall be the responsibility of the Partner Institution.

1. **Tuition**

1. Tuition shall be provided by the Partner Institution in accordance with the validated Programme(s) and the arrangements as described in the definitive Programme Handbook.
2. The language of tuition and assessment shall be English unless otherwise agreed and recorded in the Programme Details table in section t and section u. LQEH Guidance 5(iii) – The language of tuition and or assessment; outlines the requirements in greater detail. As stated in this LQEH guidance, the Partner Institution shall be responsible for bearing any costs needed to satisfy the criteria of running a Programme taught in a language other than English e.g. translation of documents, including costs for translation and appeals.
3. The Partner Institution shall be responsible for the arrangement, management and supervision of any student placements applicable to the Programme.
4. The University requires the Partner Institution to put in place the necessary arrangements for the ethical scrutiny of student projects/assessment as approved by the University.

# Library and Learning Support Facilities

1. The Partner Institution shall ensure library, computer and other facilities are made available, in accordance with the requirements of the validation arrangements.
2. Students shall not normally be entitled to access or use the University’s Library, the University’s e-learning environment, the University’s central student management system and/or IT facilities.
3. In establishing collaborative Programmes, the University shall make explicit the expectations related to e-learning (including infrastructure to support the use of e-learning) and these will be included within the learning, teaching and assessment strategy of the relevant Programme Handbook and discussed at the validation/review event.

# Student Support Facilities

1. The Partner Institution shall provide student support services as approved at validation/review.

b) Students on the named Programme(s) shall not normally be entitled to access or use the University student support services (unless specifically negotiated, at additional cost, with the relevant Head of Service) or the Dyslexia/Specific Learning Difficulties tutorial support team.

1. UK PARTNERS ONLY: Students on the named Programme(s) shall be entitled to use the University’s Sports facilities.
2. UK PARTNERS ONLY: Students shall not be entitled to apply to the University’s Accommodation Service for a place in the University’s Halls of Residence.

# 14 Student Financial Support

1. UK PARTNERS ONLY: The Partner Institution shall ensure the correct administrative arrangements are in place for the receipt and distribution of Student Loans before the commencement of the Programme. This shall include, if appropriate, the designation of the Partner Institution’s Programmes by the Office for Students (OfS).
2. The Partner Institution shall provide all statutory bursaries to students as required by legislation.
3. Students on the Programme shall not be entitled to apply for financial support from the University’s Student Support Fund.

**15. Programmes Launch, Operation Management, Quality Assurance Monitoring and Programme Voice Groups**

1. Academic calendars will be provided by the Partner Institution to the University including teaching, Programme Voice Group, assessment board and graduation ceremony dates. These dates will be provided two months prior to the start of the academic year.
2. A Programme Voice Group for the Programme(s) shall be established by the Partner Institution to provide a forum for staff and students to discuss delivery, development and enhancement, which shall include the following members:

* Partner Institution’s Programme Leader [for each Programme] (who/one of whom shall Chair the Programme Voice Group);
* Partner Institution link tutor or nominee who must attend all meetings;
* University Link Tutor who must attend at least one Programme Voice Group per year either in person or virtually;
* Representatives of the teaching team, and;
* at least one student representative for each year or stage of each Programme(s).

The Programme Voice Group for the Programme(s) shall meet twice per cohort each academic year or equivalent (suitably spaced throughout the year) and arrangements are as set out in the LQEH. The Partner Institution’s Link Tutor shall attend all Programme Voice Group meetings and provide minutes to the University Link Tutor and Academic Partnerships team by the deadlines specified in the LQEH. Any alternative Programme Voice Group arrangements to those specified in the LQEH need to be approved by the Centre for Academic Practice prior to implementation.

1. The Partner Institution shall put in place survey mechanisms to gather student feedback at programme and module level, as detailed in the LQEH, and to be considered as evidence when authoring the Annual Monitoring Report.

d) The Partner Institution is required to submit an Annual Monitoring Report (AMR) to the University Academic Quality Service using the appropriate template and deadline as specified in the LQEH (section 7). The Partner Institution’s AMR must cover all their collaborative provision. The AMR process may be used by Academic Quality Service as a vehicle to request that Partners submit to the University particular documents in order to meet governance requirements as appropriate. Partner Institution Link tutors (ILTs) are responsible for authoring the AMRs with oversight from the University Link tutors (ULTs). AMRs for Validated collaborative partners must include student data (Recruitment and Profiles; Progression and Achievement).

**16. Assessment**

1. All assessment is written, undertaken, marked and moderated by the partner institution. All examinations and coursework shall be reviewed by external examiners as per the University regulations.
2. All Programmes are also required to have appointed external examiners in accordance with the procedure and guidelines set out in the LQEH section 4.
3. Collaborative partners are required to follow the University procedures for invigilation as set out by Academic Registry and accessible at <https://www.mdx.ac.uk/about-us/policies>. There is a requirement to retain examination scripts and a sample of other work as agreed with the University or the Partner for a period of one academic year.
4. The assessment of students on the Programme(s) shall be the responsibility of the Partner Institution's Assessment Board for the above named Programme(s), and normally convened at the Partner Institution.
5. Appeals against assessment board decisions shall be subject to the University’s regulations (unless an institution’s appeals regulations have been exceptionally agreed by the University’s Academic Registrar). The University's Academic Registry team will process and confirm the outcome of any appeals.
6. The Programme(s) will be subject to the regulations as stated in the Programme Details table section s. This will be the following and as agreed by the University’s Academic Registrar [EDIT AND DELETE ACCORDINLY AS AGREED FOR PARTNER]:

* The Partner has wholly adopted the University’s assessment regulations, including recognition of prior learning and academic integrity and misconduct as agreed at programme validation.

[OR]

* The Partner has partially adopted the University’s assessment regulations as agreed at programme validation and approved by the Academic Registrar. Recognition of prior learning and/or Academic integrity and misconduct will be subject to either the University or Partner regulations.

[OR]

* Normally with the exception of appeals, the Programme(s) shall be subject to the Partner Institution’s assessment regulations, as agreed at validation which have been approved by the Academic Registrar. Academic integrity and misconduct will be subject to either the University or Partner regulations.

1. The membership of the Assessment Board shall conform to that outlined in the University’s Regulations for the relevant year, unless specific arrangements are agreed at Validation. The Chair of the Finalist Assessment Board shall be the Deputy Dean (Quality Enhancement and Development (or for HSCE- Education), (or nominee approved by the Deputy Dean) of the University Faculty. The approved nominee may include the University Link Tutor, senior academic staff of the University or, after three years of operation, senior staff of the Partner Institution.
2. On issues not addressed by the Partner Institution’s Assessment Regulations, the Programme(s)’ Assessment Board shall be guided by the relevant University Regulations.
3. Staff at the Partner Institution with substantial teaching responsibility on the Programme(s) shall be involved in the assessment of students and shall be members of the relevant Assessment Boards. University and Institution Link tutors or nominee(s) shall be required to attend Assessment Boards as outlined in the LQEH.
4. Precise arrangements for assessment shall be those detailed in the Programme Handbook(s) approved at Validation, and as guided by the LQEH.
5. Finalist student listings will be identified from the database by the University and provided to the Partner Institution for agreement.
6. The Partner Institution, shall provide Academic Registry at the University, within 7 working days of the Partner Institution's Programme Assessment Board, with a conferment list of finalist students’ results, i.e. successful students, students subject to reassessment arrangements, students being awarded an exit qualification, failed students, and students who have withdrawn from the Programme. The conferment list must be signed by the Chair of the assessment board, the University Link Tutor and the External Examiner. The Partner Institution shall also provide a definitive list of continuing students’ results and details of the grades ratified in the agreed format. to Academic Registry within 7 working days of the Programme Assessment Board.
7. The Partner Institution shall be responsible for passing the formal decisions of the Programme Assessment Board, in the form of a Conferment List, direct to the University’s Academic Registry team within the stated timescale. The Conferment List must be fully completed as stated in the Conferment Guidelines provided by the University.
8. All grades should be considered provisional until confirmed by the Assessment Board.
9. Assessment board minutes should be provided to Academic Registry at the University within one month of the meeting taking place.

# 17. Certificates, Diploma Supplements and Graduation

1. Qualification certificates shall be issued by the University and provided to the named contact at the Partner Institution to distribute to students. The formats shall be in accordance with the provisions of the LQEH and as the sample certificate template provided as an Annexe to this Memorandum of Co-operation.
2. Provision of details on student performance on the Programme(s), in the form of a Diploma Supplement or any other form, is the responsibility of the Partner Institution to the requirements specified by Middlesex University and as set out in the LQEH.
3. The partner institution will be responsible for the publication and distribution of results to students.
4. Students who have partially completed the Programme shall receive the appropriate exit qualification as stated in the Programme Details table section aa.
5. Where an exit qualification is not available and a qualification is not conferred, a statement of general credit showing the completed sections shall be provided by the Partner Institution.

f) Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to attend the University’s Summer Graduation Ceremonies.

g) Students who receive a qualification under the terms of a Programme Memorandum of Co-operation shall be entitled to join the University’s Alumni Association.

# 18. Students with Disabilities

FOR UK PARTNERS: The Partner Institution is solely responsible for ensuring that it complies with the Equality Act 2010.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring compliance with the spirit of the UK’s Equality Act 2010 and local legislation in respect of those aspects of the curriculum and delivery for which it is responsible.

# 19. Health and Safety

FOR UK PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with the Health and Safety at Work Act 1974 and relevant local legislation.

FOR OVERSEAS PARTNERS: The Partner Institution is responsible for ensuring a safe environment for the delivery of the curriculum for which they are responsible in compliance with relevant local legislation.

**20. Intellectual Property Rights**

The following definition for Intellectual Property shall apply:

“**Intellectual Property**” means the worldwide right, title and interest in and to all patents, patent applications, copyrights, trademarks, design rights, database rights, trade secrets, know-how and any other intellectual property rights.

1.1 All Intellectual Property in Programme materials generated in the Partner Institution will remain the property of the Partner Institution (or its staff in accordance with contractual agreements).

1.2 All Intellectual Property in Programme materials generated in the University may be used in the Partner Institution with the University’s permission in writing. Such materials will remain the property of the University (or its staff in accordance with contractual agreements).

2 In the event that the Programme is phased out, or upon termination of relevant Programme Memoranda of Co-operation or the Partnership Contract, the Partner Institution shall, upon completion of the Programme by all enrolled students, forthwith:

* deliver up to the University all Programme materials provided by the University, together with any copies thereof which remain in the possession, power or control of the Partner Institution and shall erase all such Programme materials held on all its computer systems and other information retrieval systems; and
* cease using any Programme materials which embody any of the Intellectual Property rights of the University.

1. **Student Protection Plan Implementation and Contingency Arrangements**

The Institution must immediately inform the University in the event of the Student Protection Plan being implemented and the Programme(s) no longer being offered by the partner.



# ANNEXE 3

# Student Protection Plan and CONTINGENCY ARRANGEMENTS

These conditions will apply if the students are registered with the delivery Partner Institution and receive a University academic award, or if the student receives a joint award from the University and the Partner Institution.

1. The purpose of the Student Protection Plan and Contingency Arrangements (SPPCA) is to preserve the continuation and quality of study for all of the Partner Institution’s students whenever a risk to the continued study of students crystallises. All Partner Institutions are required to have their own risk assessment and SPPCA in place, even if the institution is not registered with the Office for Students, the University’s own principal regulator.
2. The Partner Institutions SPPCA will be subject to approval as part of the institutional approval process and any changes or updates will need to be submitted to the University for approval. The risk assessment which informs the SPPCA will be reviewed at least annually. If circumstances require an earlier review, or for objectively justifiable reasons, the University requires an earlier review, the Partner Institution agrees to take all steps necessary to complete such review.
3. The SPPCA must include the Partner Institution’s assessment of the risks to the continuation of study of the Partner Institution’s students, the likelihood that those risks will crystallise, and the severity of the impact on students should the risks crystallise. The range of risks considered by the Partner Institution

should include, but not be limited to, the risk that:

1. the Partner Institution as a whole is no longer able to operate or no longer intends to operate;
2. the partnership with the University comes to an end;
3. one or more of the locations at which the Partner Institution delivers courses to students is no longer

available;

1. the Partner Institution is no longer able to deliver courses to students in one or more subject areas

and/or departments;

1. the Partner Institution is no longer able to deliver one or more courses to students, particularly if

course closures are likely in the next three years;

1. the Partner Institution is no longer able to deliver material components of one or more courses,

particularly if there are areas of vulnerability, such as single person dependencies for teaching;

1. the Partner Institution is no longer able to deliver one or more modes of study to students, particularly

if withdrawal of a mode of study is likely;

1. the Partner Institution is no longer able to recruit or teach a particular type of student.
2. On the basis of the Partner Institution’s risk assessment, the SPPCA must set out the measures that the Partner Institution has put in place to mitigate those risks that it considers to be reasonably likely to crystallise. This will include existing procedures that are in place to respond should risks crystallise, and the steps the Partner Institution will take to ensure that mitigations are fair and reasonable for students. This will need to take into account the diversity of students and their needs, including for example considerations of mobility, educational need, parity of course content or financial consequences. The Partner Institution should make a commitment to offer students advice and support in the event that any of the risks to the continuation of study crystallise.
3. The plan must contain information about the Partner Institution’s refund and compensation policy for cases where it is not possible to preserve continuation of study.
4. The plan should be produced in collaboration with students to ensure that their views, interests and needs are taken into account. The plan should be published in a clear and accessible way.
5. The Partner Institution will inform the University promptly of any events that arise that require implementation of any of the provisions of the SPPCA, and will implement the provisions of the SPPCA when events set out in the plan take place.
6. It will be the responsibility of the Partner Institution to ensure that arrangements for existing students studying the respective Programmes are maintained or the students are enabled to transfer to a suitable alternative Programme elsewhere to complete their award as part of their SSPCA.
7. The University will take all reasonable steps in supporting Partner Institutions to ensure students who are studying on the Programmes are able to complete the Programmes or to transfer to a suitable alternative Programme elsewhere to complete their award.



# ANNEXE 4

PARTNER TO ALSO BE PROVIDEd WITH DATA DUe DILIGENCE QUESTIONS THAT MUST BE ANSWEREd IF THEY HAVE NOT ALREADY DONE So. SENIOR LEGAL ADVISOR TO BE CONSULTED ON RESPONSES AND ANY CHANGES REQUIRED TO TEXT AS A RESULT.

CHOOSE FROM ‘EU/EEA/ADEQUATE SAFEGUARDS’, ‘UK’ OR ’TERRITORY OUTSIDE OF EU, EEA OR OTHER TERRITORIES WITHOUT ADEQUACY DECISION’ SCHEDULES.

**DATA PROTECTION SCHEDULE**

**DATA SHARING AGREEMENT**

**(CONTROLLER TO CONTROLLER)**

**(FOR MIDDLESEX SHARING PERSONAL DATA WITH PARTNERS IN THE EUROPEAN UNION (EU) MEMBER STATES, EEA and COUNTRIES WITH AQEQUATE SAFEGUARDS)**

**BACKGROUND**

1. **Middlesex University and the Partner Institution are party to a Partnership Contract which includes the Memorandum of Co-operation as a contract document.**
2. **Middlesex University and the Partner Institution may share Personal Data specified in this Data Sharing Agreement for its own purposes in connection with fulfilling its role and obligations under the Partnership Contract, and under applicable laws. The terms of this Data Sharing Agreement will apply to such data sharing.**
3. **This Data Sharing Agreement is incorporated in the Data Protection Schedule.**
4. **DEFINITIONS**

In this Data Sharing Agreement the following definitions shall apply:

|  |  |
| --- | --- |
| “Controller, Processor, Data Subject, Data Protection Officer, Personal Data” | shall have the meaning given to those terms in the applicable Data Protection Legislation; |
| "Data Protection Legislation" | Means as applicable (a) the law of the United Kingdom which relates to protection of personal data, enacted in the UK General Data Protection Regulations (UK GDPR) [as specified in s(10) and as supplemented by s205(4) of the Data Protection Act 2018] ; (b) the law of the European Union or any member state of the European Union which relates to the protection of personal data and is set out in the EU General Data Protection Regulations (EU 2016/679) (EU GDPR). |
| “Data Processing Particulars” | means details of Personal Data Processed and the purpose of Processing which are included in Appendix 1 below; |
| “Data Protection Regulator” | means as applicable the UK Information Commissioners Office or equivalent regulator in the EU territory in which the Data Discloser is situated; |
| “Data Sharing Agreement” | means this agreement incorporated in the Data Protection Schedule of the Memorandum of Co-operation between the University and the Partner Institution; |
| “Data Subject Request” | means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Legislation in relation to Personal Data 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; |
| "Supervisory Authority" | The Information Commissioner for the UK or as applicable, the relevant supervisory authority in the EU territory where the party to this Agreement is established; |
| "Supervisory Authority Correspondence" | means any correspondence or communication (whether written or verbal) from the Supervisory Authority in relation to the Processing of Personal Data; |
| "Losses" | 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; |
| "Memorandum of Co-operation" | the Memorandum of Co-operation referred to in the Background section above; |
| “Partnership Contract” | the partnership contract between the University and the Partner Institution, referred to in the Background paragraph A above; |
| "Personal Data" | means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement and shared between the Parties, and for the purposes of this Agreement includes Special Category Personal Data. The scope of the Personal Data that may be shared is specified in Appendix 1 (*Data Processing Particulars*); |
| "Personal Data Breach" | has the meaning set out in the Data Protection Legislation and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(d); |
| "Processing"/”Process” | has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly); |
| “Programme” | the Programmes specified in the Memorandum of Co-operation; |
| "Restricted Country" | means a country, territory or jurisdiction which is not deemed to provide adequate protection in accordance with the Data Protection Legislation; |
| "Security Requirements" | means the requirements regarding the security of Personal Data, as set out in the Data Protection Legislation; |
| “Shared Personal Data” | Means the Personal Data specified in Appendix 1 below which if shared between parties will be ‘shared data’ for Permitted Purposes; |
| "Third Party Request" | means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation. |

1. DATA PROTECTION
   1. **Term of the Data Sharing Agreement and Nature of the Processing**
      1. This Data Sharing Agreement shall be effective from [INSERT DATE OF START OF MOC ] and shall continue for duration of the Partnership Contract. On termination or expiry of the Partnership Contract, the terms of this Data Sharing Agreement will continue for so long as there are students enrolled before the termination date and who are entitled to continue and complete the course for any period of time after the termination date.
      2. The Parties will share the personal data specified in Appendix 1, in the course of carrying out their respective functions under the Partnership Contract. In respect of the Shared Personal Data, the Parties acknowledge and agree that they will each for themselves as Data Controllers determine the purpose and the means of Processing of the Personal Data they receive from the other party.
      3. Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars, and that any update or variation required to Appendix 1 will be agreed in writing and shall be incorporated into this Data Sharing Agreement as an addendum.
   2. Data Controller Obligations
      1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Legislation.
      2. Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
         1. where required to do so make due notification to the applicable Supervisory Authority;
         2. ensure it is not subject to any prohibition or restriction which would:
            1. prevent or restrict it from disclosing, transferring, or granting the other Party access to the Personal Data as required under this Data Sharing Agreement;
            2. prevent or restrict it from Processing the Personal Data, as envisaged under this Agreement;
         3. 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 Personal Data as required to obtain the benefit of its rights and to fulfil its obligations under the Partnership Contract and the Data Protection Legislation;
         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 where requested by the other Party (‘the Requesting Party ) provide to the Requesting Party evidence of compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request, or such longer period as the Requesting Party may at its discretion agree, acting reasonably, and without prejudice to itself or relevant Data Subjects;
         5. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Subject Access Request or Supervisory Authority Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Data Sharing Agreement and together with such notice, provide a copy of such Subject Access Request or Supervisory Authority Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Subject Access Request or Supervisory Authority Correspondence;
         6. use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
         7. notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
            1. implement any measures necessary to restore the security of compromised Personal Data; and
            2. support the other Party to make any required notifications to the Supervisory Authority and/or other relevant regulatory body and affected Data Subjects;
         8. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
         9. not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
         10. not transfer any Personal Data it is processing to a Restricted Country, unless such transfer is carried out in accordance with the requirements of the Data Protection Legislation;
         11. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.
   3. Unless a lawful exemption applies under the Data Protection Legislation, Shared Personal Data will be processed by the Parties only if at least one of the following lawful conditions for Processing applies:
      1. the Data Subject has given consent;
      2. processing is necessary for the performance of a contract to which the data subject is a party;
      3. processing is necessary for compliance with legal obligations;
      4. processing is necessary for the purposes of the legitimate interest of the disclosing party, or third party, or parties to whom the Personal Data is disclosed.

2.4 Each Party will not transfer Personal Data received from the Data Discloser to any Restricted Country unless the transferring party ensures that:

* + 1. the transfer is to a country approved under the Data Protection Legislation as providing adequate protection; or
    2. there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or
    3. the transferor otherwise complies with its obligations under applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or
    4. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer;
    5. it has given the Data Discloser prior notice of the proposed transfer and responded to any lawful and reasonable due diligence questions that the Data Discloser may request for the purpose of ensuring that such transfer is compliant with the Data Protection Legislation;
    6. it has carried out an appropriate risk assessment which takes into account the protection contained in that appropriate safeguards and the legal framework of the destination country (including the laws governing public authority access to data.

1. **INDEMNITY** 
   1. Both Parties shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising directly from the first Party's breach of its obligations under this Data Sharing Agreement and/or failure to comply with the Data Protection Legislation, including, in particular all Losses resulting from:
      1. any monetary penalties or fines levied by the Supervisory Authority on the other Party;
      2. the costs of any investigative, corrective or compensatory action required by the Supervisory Authority, or the defence of any proposed or actual enforcement taken by the Supervisory Authority;
      3. any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
      4. except to the extent covered by Paragraphs 3.1.1 or 3.1.2 or 3.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.
   2. Nothing in this Agreement shall exclude or limit a Party's liability under this Paragraph 3.
2. **INSURANCE** 
   1. Both Parties agree:
      1. to obtain and keep in full force and effect at all times, adequate insurance to cover liability for failing to comply with Data Protection Legislation. For the avoidance of doubt, a Party’s liability as provided under this Data Sharing Agreement, shall not be avoided by the lack of adequate insurance procured by that Party.
      2. At the request of one Party to deliver to the requesting Party evidence of financial resources sufficient to fulfil its obligations under this Data Sharing Agreement.

**Appendix [1]**

**Data Processing Particulars**

**DRAFTING NOTE - Add relevant version. University and Partner to add any missing items or delete any details below which may not be relevant for the Programme.**

**University or Partner Institution as Data Controller**

**The following Particulars may apply to the University or the Partner Institution as a data controller as applicable:**

***Franchise and Joint:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Student ID numbers * Passport Information/ Identification documents * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * References * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Employment details and career history * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health, data related to race and ethnicity, religious or philosophical beliefs, sex life or sexual orientation, criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents     🗹 Parents or legal guardians of students   * Name and contact details | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

***Validated:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Date of birth * Gender * Residence * Student ID numbers * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health or criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

****

# ANNEXE 4

PARTNER TO ALSO BE PROVIDEd WITH DATA DUe DILIGENCE QUESTIONS THAT MUST BE ANSWEREd IF THEY HAVE NOT ALREADY DONE So. SENIOR LEGAL ADVISOR TO BE CONSULTED ON RESPONSES AND ANY CHANGES REQUIRED TO TEXT AS A RESULT.

DATA PROTECTION SCHEDULE

UK PARTNERS

DATA SHARING AGREEMENT

(CONTROLLER TO CONTROLLER)

**BACKGROUND**

1. **The University and the Partner Institution are party to a Partnership Contract which includes the Memorandum of Co-operation as a contract document.**
2. **The University and the Partner Institution may share Personal Data specified in this Data Sharing Agreement for its own purposes in connection with fulfilling its role and obligations under the Partnership Contract, and under applicable laws.**
3. **This Data Sharing Agreement is incorporated in the Data Protection Schedule.**

1. DEFINITIONS

In this Data Sharing Agreement the following definitions shall apply:

|  |  |
| --- | --- |
| **"Controller, Processor, Data Subject, Data Protection Officer, Personal Data"** | shall have the meaning given to those terms in the applicable Data Protection Laws; |
| **"Data Protection Laws"** | means (a) the UK General Data Protection Regulations (UK GDPR) (Regulation (EU) 2016/679) and all legislation enacted in the UK in respect of the protection of personal data; including the Data Protection Act 2018, and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time; |
| **"Data Processing Particulars"** | means details of Personal Data Processed and the purpose of Processing which are included in Appendix 1 below ; |
| **“Data Sharing Agreement”** | means this agreement incorporated in the Data Protection Schedule of the Memorandum of Co-operation between the University and the Partner Institution; |
| **“Data Subject Request”** | means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data 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; |
| "**ICO**" | means the UK Information Commissioner's Office, or any successor or replacement body from time to time; |
| "**ICO Correspondence**" | means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data; |
| **"Losses"** | 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; |
| **"Memorandum of Co-operation"** | the Memorandum of Co-operation referred to in the Background section above. |
| **"Partnership Contract"** | the partnership contract between the University and the Partner Institution, referred to in the Background paragraph A above; |
| **"Personal Data"** | means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement and shared between the Parties, and for the purposes of this Agreement includes Sensitive Personal Data. The scope of the Personal Data that may be shared is specified in Appendix 1 (*Data Processing Particulars*); |
| **"Personal Data Breach"** | has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(d); |
| **"Processing"/"Process"** | has the meaning set out in the Data Protection Laws (and "**Process**" and "**Processed**" shall be construed accordingly); |
| **"Programme"** | the programmes specified in the Memorandum of Co-operation; |
| **"Restricted Country"** | means a country, territory or jurisdiction which is not deemed to provide adequate protection in accordance with the Data Protection Laws; |
| "**Security Requirements**" | means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable; |
| **"Shared Data"** | means the Personal Data specified in Appendix 1 below which if shared between parties will be ‘shared data’ for Permitted Purposes; |
| **"Sensitive Personal Data"** | means Personal Data that reveals such special categories of data specified in Article 9(1) of the GDPR; |
| "**Third Party Request**" | means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation. |

1. DATA PROTECTION
   1. **Term of the Data Sharing Agreement and Nature of the Processing**
      1. This Data Sharing Agreement shall be effective from [INSERT DATE OF START OF MOC] and shall continue for duration of the Partnership Contract. On termination or expiry of the Partnership Contract, the terms of this Data Sharing Agreement will continue for so long as there are students enrolled before the termination date and who are entitled to continue and complete the course for any period of time after the termination date.
      2. The Parties will share the personal data specified in Appendix 1, in the course of carrying out their respective functions under the Partnership Contract. In respect of the Shared Data, the Parties acknowledge and agree that they will each for themselves as Data Controllers determine the purpose and the means of Processing of the Personal Data they receive from the other party.
      3. Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars, and that any update or variation required to Appendix 1 will be agreed in writing and shall be incorporated into this Data Sharing Agreement as an addendum.
   2. Data Controller Obligations
      1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
      2. Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
         1. where required to do so make due notification to the ICO;
         2. ensure it is not subject to any prohibition or restriction which would:
            1. prevent or restrict it from disclosing, transferring, or granting the other Party access to the Personal Data as required under this Data Sharing Agreement;
            2. prevent or restrict it from Processing the Personal Data, as envisaged under this Agreement;
         3. 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 Personal Data as required to obtain the benefit of its rights and to fulfil its obligations under the Partnership Contract and the Data Protection Laws;
         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 where requested by the other Party (‘the Requesting Party ) provide to the Requesting Party evidence of compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request, or such longer period as the Requesting Party may at its discretion agree, acting reasonably, and without prejudice to itself or relevant Data Subjects;
         5. notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Data Sharing Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
         6. use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
         7. notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
            1. implement any measures necessary to restore the security of compromised Personal Data; and
            2. support the other Party to make any required notifications to the ICO and/or other relevant regulatory body and affected Data Subjects;
         8. take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
         9. not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
         10. not transfer any Personal Data it is processing to a Restricted Country, unless such transfer is carried out subject terms applicable to restricted transfers which have been approved under the Data Protection Laws;
         11. hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.
   3. Unless a lawful exemption applies under Data Protection Laws, Shared Data will be processed by the Parties only if at least one of the following lawful conditions for Processing applies:
      1. the Data Subject has given consent;
      2. processing is necessary for the performance of a contract to which the data subject is a party;
      3. processing is necessary for compliance with legal obligations;
      4. processing is necessary for the purposes of the legitimate interest of the disclosing party, or third party, or parties to whom the Personal Data is disclosed.

2.4 Each Party will not transfer Personal Data received from the Data Discloser to any Restricted Country unless the transferring party ensures that:

* + 1. the transfer is to a country approved under the Data Protection Legislation as providing adequate protection; or
    2. there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or
    3. the transferor otherwise complies with its obligations under applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or
    4. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer;
    5. it has given the Data Discloser prior notice of the proposed transfer and responded to any lawful and reasonable due diligence questions that the Data Discloser may request for the purpose of ensuring that such transfer is compliant with the Data Protection Legislation;
    6. it has carried out an appropriate risk assessment which takes into account the protection contained in that appropriate safeguards and the legal framework of the destination country (including the laws governing public authority access to data.

1. **INDEMNITY** 
   1. Both Parties shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising directly from the first Party's breach of its obligations under this Data Sharing Agreement and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:
      1. any monetary penalties or fines levied by the ICO on the other Party;
      2. the costs of any investigative, corrective or compensatory action required by the ICO, or the defence of any proposed or actual enforcement taken by the ICO;
      3. any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
      4. except to the extent covered by Paragraphs  3.1.1 or 3.1.2 or 3.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.
   2. Nothing in this Agreement shall exclude or limit a Party's liability under this Paragraph 3.
2. **INSURANCE** 
   1. Both Parties agree:
      1. to obtain and keep in full force and effect at all times, adequate insurance to cover liability for failing to comply with Data Protection Laws. For the avoidance of doubt, a Party’s liability as provided under this Data Sharing Agreement, shall not be avoided by the lack of adequate insurance procured by that Party.
      2. At the request of one Party to deliver to the requesting Party evidence of financial resources sufficient to fulfil its obligations under this Data Sharing Agreement.

**Appendix [1]**

**Data Processing Particulars**

**DRAFTING NOTE - Add relevant version. University and Partner to add any missing items or delete any details below which may not be relevant for the Programme.**

**University or Partner Institution as Data Controller**

**The following Particulars may apply to the University or the Partner Institution as a data controller as applicable:**

***Franchise and Joint:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Student ID numbers * Passport Information/ Identification documents * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * References * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Employment details and career history * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health, data related to race and ethnicity, religious or philosophical beliefs, sex life or sexual orientation, criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents     🗹 Parents or legal guardians of students   * Name and contact details | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

***Validated:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Date of birth * Gender * Residence * Student ID numbers * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health or criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

****

# ANNEXE 4

PARTNER TO ALSO BE PROVIDEd WITH DATA DUe DILIGENCE QUESTIONS THAT MUST BE ANSWEREd IF THEY HAVE NOT ALREADY DONE So. SENIOR LEGAL ADVISOR TO BE CONSULTED ON RESPONSES AND ANY CHANGES REQUIRED TO TEXT AS A RESULT.

DATA PROTECTION SCHEDULE

**JOINT/VALIDATED/FRANCHISE PARTNERSHIP PROGRAMME**

**TRANSFER OF PERSONAL DATA FROM UK**

**TO TERRITORY OUTSIDE OF EU, EEA OR OTHER TERRITORIES WITHOUT ADEQUACY DECISION**

**(STANDARD CONTRACT CLAUSES FOR INTERNATIONAL TRANSFERS FROM**

**CONTROLLER TO CONTROLLER, BASED ON ICO PRECEDENT)**

**PARTIES**

**MIDDLESEX UNIVERSITY, HAVING ITS ADDRESS AT THE HENDON CAMPUS, THE BURROUGHS, LONDON NW4 4BT (‘DATA EXPORTER’)**

**[INSERT PARTNER INSTITUTION NAME] , HAVING ITS ADDRESS AT [ ] (DATA IMPORTER)**

**(references to ‘Agreement’ will apply to this agreement)**

**BACKGROUND**

The Standard Contract Clauses set out below relating to the processing of personal data are incorporated into the data protection schedule to the relevant Memorandum of Co-operation that forms part of the partnership contract between the parties. The partnership agreement between the parties applies to a:

[Drafting Note: Below, delete options not applicable]:

**Franchise Programme:** This is a Middlesex University programme and qualification, designed, assessed and quality assured by Middlesex but delivered at and by a partner institution. Students receive a Middlesex award upon successful completion.

**Validated Programme:** This is a programme developed, delivered and assessed by a partner institution, and quality assured by Middlesex University. Students receive a Middlesex award upon successful completion.

**Joint Programme**: This is a Middlesex University course and qualification, jointly developed, delivered and assessed by Middlesex and a partner institution. It is quality assured by Middlesex University. Students receive a Middlesex award upon successful completion.

|  |  |
| --- | --- |
| **Clause 1. Definitions** | For the purposes of the Clauses: |
|  |  |
| (a) | **‘personal data’, ‘special categories of data/sensitive data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’** and **‘the Commissioner’** shall have the same meaning as in the UK GDPR |
|  |  |
| (b) | **‘the data exporter’** shall mean Middlesex University, being the controller who transfers the personal data; |
|  |  |
| (c) | **‘the data importer’** shall mean the academic partnership institution named in the party clause above as the data importer, being the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system covered by the UK adequacy regulations issued under Section 17A Data Protection Act 2018 or Paragraphs 4 and 5 of Schedule 21 of the Data Protection Act 2018; |
|  |  |
| (d) | **“clauses”** shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements. |

The details of the transfer (as well as the personal data covered) are specified in Appendix 1, which forms an integral part of the clauses.

**CLAUSE 1**

**Obligations of the data exporter**

The data exporter warrants and undertakes that:

1. The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
2. It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
3. It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
4. It will respond to enquiries from data subjects and the Commissioner concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
5. It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause 3 unless the clauses contain confidential information, in which case it may remove information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the Commissioner. However, the data exporter shall abide by a decision of the Commissioner regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the Commissioner where required.

**CLAUSE 2**

**Obligations of the data importer**

The data importer warrants and undertakes that:

1. It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
2. It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obliged to process the personal data only on instructions from the data importer. The provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
3. It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the Commissioner where required) if it becomes aware of any such laws.
4. It will process the personal data for purposes described in Appendix 1, and has the legal authority to give the warranties and fulfil the undertakings set out in theses clauses.
5. It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the Commissioner concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause 1(e).
6. At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 3 (which may include insurance coverage).

1. Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
2. It will process the personal data, at its option, in accordance with:
3. the UK GDPR and DPA 2018, or
4. the relevant provisions of any UK adequacy regulations pursuant to Section 17A Data Protection Act 2018 or Paras 4,5 & 6 Schedule 21 Data Protection Act 2018, where the data importer complies with the relevant provisions of such adequacy regulations and is based in a country to which such adequacy regulations pertains, but is not covered by such adequacy regulations for the purposes of the transfer(s) of the personal data, or
5. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

(please click in the box next to the chosen option)

(a) □ the UK GDPR and DPA 2018, or

(b) □ the data processing principles set forth in Annex A.

i) It will not disclose or transfer the personal data to the third party data controller located outside the UK, unless it notifies the data exporter about the transfer and

1. the third party data controller processes the personal data in accordance with the UK adequacy regulations finding that a third country provides adequate protection, or
2. the third-party data controller becomes a signatory to these clauses, or another data transfer agreement approved by the Commissioner, or
3. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
4. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

**CLAUSE 3**

**Liability and third-party rights**

1. Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under the UK GDPR or the DPA 2018.
2. The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses 1(b), 1(d), 1 (e), 2(a), 2(c), 2(d), 2(e), 2(h), 2(i), 3(a), 5, 6(d) and 7 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter’s country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

**CLAUSE 4**

**Law applicable to the clauses [Drafting Note: if option (i) at clause 2(h) above is specified, this clause 4 can be deleted]**

These clauses shall be governed by English law of the UK country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause 2(h), which shall apply only if so selected by the data importer under that clause.

**CLAUSE 5**

**Resolution of disputes with data subjects or the Commissioner**

a) In the event of a dispute or claim brought by a data subject or the Commissioner concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Commissioner. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter’s country of establishment or of the Commissioner which is final and against which no further appeal is possible.

**CLAUSE 6**

**Termination**

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract terminated.

b) In the event that:

1. the transfer of personal data to the date importer has been temporarily suspended by the date exporter for longer than one month pursuant to paragraph (a);
2. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
3. the date importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
4. a final decision against which no further appeal is possible of the competent court of the United Kingdom rules that there has been a breach of the clauses by the data importer or the date exporter; or
5. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the Commissioner shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if new UK adequacy regulations under Section 17A Data Protection Act 2018 are issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason does not exempt them from the obligations and/or conditions under the clauses as regard the processing of the personal data transferred.

**CLAUSE 7**

**Variation of these clauses**

The parties may not modify these clauses except to update any information in Appendix 1, in which case they will inform the Commissioner where required. This does not preclude the parties from (i) making changes permitted by Paragraph 7(3) & (4) of Schedule 21 Data Protection Act 2018; or (ii) adding additional commercial clauses where required.

**CLAUSE 8**

**Description of the transfer**

The details of the transfer and of the personal data are specified in Appendix 1. The parties agree that Appendix 1 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory of government agency, or as required under clause 1(e). The parties may execute additional appendices/annexes to cover additional transfers, which will be submitted to the Commissioner where required. Appendix 1 may, in the alternative, be drafted to cover multiple transfers.

**CLAUSE 9**

**Additional clause**

The data importer undertakes to review, under the law of the country of destination, the legality of any order to disclose data, notably whether it remains within the powers granted to the requesting public authority, and to challenge the order if, after a careful assessment, it concludes that there are grounds under the law of the country of destination to do so. When challenging an order, the data importer should seek interim measures to suspend the effects of the order until the court has decided on the merits. The data importer shall not disclose the personal data requested until required to do so under the applicable procedural rules. The data importer also undertakes to provide the minimum amount of information permissible when responding to the order, based on a reasonable interpretation of the order.

**CLAUSE 10**

**Indemnification**

Indemnification between the data exporter and data importer:

(i) The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses.

(ii) Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the “indemnified party(ies)”) promptly notifying the other party(ies) (the “indemnifying party(ies)”) of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim.

**CLAUSE 11**

**Dispute resolution**

a) In the event of a dispute between the data importer and the data exporter concerning any alleged breach of any provision of these clauses which cannot be resolved by agreement, the parties agree to refer the dispute to mediation. In the event that mediation does not achieve a resolution, any such dispute shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

b) The place of arbitration shall be the UK, unless otherwise agreed by the exporter at the exporter’s absolute discretion.

c) The number of arbitrators shall be 3

**CLAUSE 12**

**Allocation of costs**

Each party shall perform its obligations under these clauses at its own cost.

**CLAUSE 13**

**Extra Termination Clause**

In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter’s choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its natural law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.

**CLAUSE 14**

**Priority of standard contractual clauses**

## a) The Clauses take priority over any other agreement between the parties, whether entered into before or after the date the Clauses are entered into.

b) Unless the Clauses are expressly referred to and expressly amended, the parties do not intend that any other agreement entered into by the parties, before or after the date the Clauses are entered into, will amend the terms or the effects of the Clauses, or limit any liability under the Clauses, and no term of any such other agreement should be read or interpreted as having that effect.

**ANNEX A**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Appendix 1 or subsequently authorized by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purpose of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their numbers or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter.

Provided that the Commissioner has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individuals would be violated.

Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort.

A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the Commissioner.

1. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under Clause 2.
2. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures would exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
3. Automated decisions: For purposes hereof “automated decision“ shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

such decisions are made by the data importer in entering into or performing a contract with the data subject, and

the data subject is given an opportunity to discuss the results of a relevant automated decision with the representative of the parties making such decisions or otherwise to make representations to that parties.

or

* 1. where otherwise provided by the law of the data exporter.

**Appendix [1]**

Data Processing Particulars

DRAFTING NOTE - University and Partner to add any missing items or delete any details below which may not be relevant for the Programme.

Page 23 of 23

**University or Partner Institution as Data Controller**

**The following Particulars may apply to the University or the Partner Institution as a data controller as applicable:**

***Franchise and Joint:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Student ID numbers * Passport Information/ Identification documents * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * References * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Employment details and career history * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health, data related to race and ethnicity, religious or philosophical beliefs, sex life or sexual orientation, criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents     🗹 Parents or legal guardians of students   * Name and contact details | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

***Validated:***

|  |  |
| --- | --- |
|  | **Data Subjects and types of personal data that may be shared** |
| 🗹 students ( student applicants, current students, former students)   * Names – first names, surnames and other names if applicable * Date of Birth * Gender * Residence * Student ID numbers * Contact Details – email addresses, postal addresses, phone numbers * Programme on which the student is registered * Academic awards * Academic assessment and progress data * Examination and assessment results * Records of conduct and behaviour * Information arising from administering appeals, complaints, or conduct and discipline procedures * Any other personal information that may need to be shared in the course of the University and Partner Institution applying the terms of: their academic regulations, or other applicable institutional regulations and procedures, or requirements of relevant regulatory bodies. * **Sensitive Personal Data**- namely Personal Data concerning health or criminal convictions or offences records for programmes such as nursing or teaching which may require disclosure barring services checks.   🗹 staff, examiners and other professionals   * Name and contact details * CV / Employment and education details * Passport Information/ Identification documents | |

|  |  |
| --- | --- |
|  | **Purpose of Sharing Personal Data** |
| For purposes related to as applicable:   * enabling the delivery of academic partnership programmes; * managing the administrative activities and records to support such delivery; * compliance with the student contract and institutional regulations including administering student complaints or student conduct issues; * compliance with terms of the Partnership Contract, with its constituent parts of the general terms, the Memorandum of Co-operation and financial agreements; * compliance with UK law and regulatory requirements as they apply to higher education institutions. * providing student support, including in addition to academic support, health and welfare support * any other activities relevant to delivery of the academic partnership programmes. | |

# MU LOGO_LDN_RGB.jpgANNEXE 5

# 

# FINANCIAL AGREEMENT

# UNDER THE PARTNERSHIP CONTRACT

**BETWEEN**

**MIDDLESEX UNIVERSITY**

**AND**

***[NAME OF PARTNER INSTITUTION*]**

**[INSERT OR DELETE RELEVANT FINANCIAL AGREEMENT- Finance & Management Information Manager (Partnerships & Apprenticeships) to provide]**

# MU LOGO_LDN_RGB.jpgANNEXE 6

# SPECIMEN UNDERGRADUATE/POSTGRADUATE AND

# COLLABORATIVE RESEARCH (TAUGHT)CERTIFICATE

*[CHECK FORMAT WITH ASSISTANT ACADEMIC REGISTRAR (REGULATIONS & POLICIES) BEFORE INSERTING]*

*UNIVERSITY*

*CREST*

Middlesex University

*in collaboration with*

*[NAME OF PARTNER INSTITUTION]*

***«FORENAME» «SURNAME»***

*SELECT AS APPROPRIATE:*

*for Bachelors and Masters qualifications (all classifications): has been awarded the degree of*

*for Foundation Degrees, all other UG awards and*

*Post Graduate Certificate /Post Graduate Diploma awards: has been awarded the*

*«QUALIFICATION\_TITLE IN FULL»*

*with*

*«CLASSIFICATION»*

*[delete if not appropriate]*

*in*

*«PROGRAMME»*

*«QUALIFICATION\_DATE»*

*A Transcript of the full Programme of study is issued to every graduate [REMOVE STATEMENT FOR RESEARCH TITLES]*

*Signature*

Name

Academic Registrar (Middlesex University)

*Middlesex University*

*Hologram here*

*Signature*

Name

Vice-Chancellor (Middlesex University)

# SPECIMEN RESEARCH DEGREE CERTIFICATE

*[CHECK FORMAT WITH ASSISTANT ACADEMIC REGISTRAR (REGULATIONS & POLICIES) BEFORE INSERTING]*

*UNIVERSITY*

*CREST*

Middlesex University

*in collaboration with*

*[NAME OF PARTNER INSTITUTION]*

***«FORENAME» «SURNAME»***

*has been awarded the degree of*

*«QUALIFICATION\_TITLE»*

*for a thesis entitled*

*«PROGRAMME»*

*«QUALIFICATION\_DATE»*

*Signature*

Name

Academic Registrar (Middlesex University)

*Middlesex University*

*Hologram here*

*Signature*

Name

Vice-Chancellor (Middlesex University)

# MU LOGO_LDN_RGB.jpgANNEXE 7 [DELETE IF NOT APPLICABLE]

# ARTICULATION AGREEMENTS

**TO THE MEMORANDUM OF CO-OPERATION**

##### MIDDLESEX UNIVERSITY

**AND**

**[NAME OF PARTNER INSTITUTION]**

**[NAME OF PROGRAMME(S)]**

DRAFTING NOTE: ARTICULATIONS TEAM TO PROVIDE AGREEMENT TO INSERT.

This Memorandum of Co-operation is hereby agreed by the partners.

**AS WITNESS** whereof this agreement has been signed on behalf of the parties:

|  |  |
| --- | --- |
| **Agreed on behalf of**  **Middlesex University** | **Agreed on behalf of**  **PARTNER INSTITUTION** |
| **Professor Carole-Anne Upton** | **NAME OF SIGNATORY** |
| **Deputy Vice-Chancellor for Research, Knowledge Exchange and Engagement** | **TITLE** |
| **Date** | **Date** |
|  |  |
|  |  |

1. Learning and Quality Enhancement Handbook - <http://www.mdx.ac.uk/about-us/policies/academic-quality/handbook/> [↑](#footnote-ref-2)
2. Learning and Quality Enhancement Handbook - <http://www.mdx.ac.uk/about-us/policies/academic-quality/handbook/> [↑](#footnote-ref-3)
3. Learning and Quality Enhancement Handbook - <http://www.mdx.ac.uk/about-us/policies/academic-quality/handbook/> [↑](#footnote-ref-4)
4. Learning and Quality Enhancement Handbook - <http://www.mdx.ac.uk/about-us/policies/academic-quality/handbook/> [↑](#footnote-ref-5)
5. Learning and Quality Enhancement Handbook - <http://www.mdx.ac.uk/about-us/policies/academic-quality/handbook/> [↑](#footnote-ref-6)