#

[DRAFTING NOTE: IF PARTNER IS ONLY RUNNING FRANCHISE

PROGRAMMES, ENSURE YOU EDIT ACCORDINGLY AS PER DRAFTING GUIDANCE]

This contract is dated xx/xx/xxxx [ADD DATE CONTRACT SIGNED]

**PARTNERSHIP CONTRACT**

INCLUDE FOR FRANCHISE ONLY PARTNERS **(Franchised Partner Institution)**

**BETWEEN**

**MIDDLESEX UNIVERSITY**

**AND**

**XXXX**

The Partnership Contract duration will be effective from the Effective Date for as long as Institutional Approval or Re-Approval has been granted by the University

(The Partnership relationship started in xxxx) [ADD YEAR]

**EFFECTIVE DATE OF PARTNERSHIP CONTRACT:**

**1st SEPTEMBER XXXX**

**REVIEW DATE: ACADEMIC YEAR, 20XX/XX**

**CONTRACT PARTICULARS**

|  |
| --- |
| **PARTNER’S DETAILS** |
| **PARTNER’S NAME:** | [PARTNER’S COMPANY NAME]  |
| **COMPANY/CHARITY NUMBER (if applicable):** | [PARTNER’S COMPANY NUMBER] |
| **PARTNER’S ADDRESS:** | [PARTNER’S REGISTERED ADDRESS] |
| **PARTNER’S REPRESENTATIVE:** | Name: Title:Email: Telephone: Postal Address:  |
|  **MIDDLESEX UNIVERSITY DETAILS** |
| **MIDDLESEX UNIVERSITY:** | MIDDLESEX UNIVERSITY HIGHER EDUCATION CORPORATION |
| **HMRC CHARITIES REFERENCE NUMBER:** | XN92247 |
| **MIDDLESEX UNIVERSITY** **ADDRESSS:** | The Burroughs, Hendon, London NW4 4BT |
| **MIDDLESEX UNIVERSITY****UKPRN:** | 10004351 |
| **MIDDLESEX UNIVERSITY VAT NUMBER:** | 506006786 |
| **MIDDLESEX UNIVERSITY REPRESENTATIVE:** | Name: Dr Paula Sanderson Title: Interim Chief Operating OfficerEmail: P.Sanderson@mdx.ac.uk  Telephone: +44 (0)20 8411 4472 Postal Address: Middlesex University, College House, The Burroughs, Hendon, London NW4 4BT |

DRAFTING NOTE: UPDATE PAGE NUMBERS ONLY ONCE CONTENT FINALISED

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**Between**

1. **Middlesex University Higher Education Corporation**, whose address is at, the Hendon Campus, The Burroughs, London NW4 4BT (referred to as ‘the University’); and
2. **[Partner Institution Name]**, whose registered office address is at [address] and whose company registration number is [xxx] (referred to as ‘the Partner Institution)

**(individually may be referred to below as ‘party’ and collectively as ‘parties’)**

**IT IS NOW AGREED** as follows:

**DEFINITIONS AND INTERPRETATION**

The following rules and interpretation and terms defined below shall have the meaning specified below and such meanings shall apply where the terms are used **in each of the Contract Documents of the Partnership Contract**:

**‘Contract Documents’:** the documents that are part of the Partnership Contract, and which are specified in clause 1.3.1 to 1.3.3 below;

**‘Collaborative Research Programme(s)’:** a research Programme specified in the relevant Memorandum of Co-operation;

**‘Confidential Information’:** all confidential information which the Discloser directly or indirectly discloses, or makes available to the Recipient including in relation to its business, assets, affairs, students, customers suppliers, intentions, operations, processes, know-how, technical information, or software or of any of its Group Companies, the terms of this agreement and any information, findings, data or analysis derived from Confidential Information, but excluding information which:

1. is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives in breach of this agreement;

1. was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
2. is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
3. was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
4. is developed by or for the Recipient independently of the information disclosed by the Discloser; or
5. the parties agree in writing that the information is not confidential;

**'Contingency Arrangements'**: the contingency arrangements identified in the Student Protection Plan;

**'Course Statements':** the Validation Statements and the Website Statements**;**

**'Data Protection Laws':** means as applicable:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.;

**‘Designated Quality Body (DQB)’:** The body designated by the OfS to assess the quality and standards in higher education in England;

‘Discloser’: a party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other party;

**‘Effective Date’:** the date specified in clause 2.1 below, being the date from which the contractual arrangements set out in this Partnership Contract becomes effective and applicable to all Contract Documents;

**‘Financial Agreement’:** the contract document described in clause 1.3.3 below;

**‘Franchised Programme(s)’:** shall have the following meaning specified in the LQEH: A University Programme, or part thereof, leading to a qualification of the University, designed, assessed and quality assured by the University, but delivered at and by a Partner Institution;

**‘Group’:** in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company and each company in a Group is a member of the Group;

**‘Group Company’**: in relation to a company, any member of its Group and a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;

**‘Insolvency Event’** means if any of the following occurs:

The Partner Institution stops, or suspends, payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.

The Partner Institution ceases, or threatens to cease, to carry on its business.

The Partner Institution commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (other than in relation to a solvent restructuring).

A moratorium is declared in respect of any of the Partner Institution's indebtedness.

Any action, proceedings, procedure or step is taken (whether by the Partner Institution, the University or any third party) in relation to:

the suspension of payments, a moratorium in respect of any indebtedness, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Partner Institution;

a composition, compromise, assignment or arrangement with any creditor of the Partner Institution (other than in connection with a solvent restructuring); or

the appointment of a liquidator, a provisional liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Partner Institution or any of its assets.

The value of the Partner Institution's assets is less than its liabilities (taking into account contingent and prospective liabilities).

Any event in relation to the Partner Institution similar to those set out above under the laws of any applicable jurisdiction;

**‘Institutional Approval’:** the process by which the University assures itself of the probity and appropriate standing of a potential Partner Institution, and that the general educational ethos of the collaborative partner is compatible with that of the University;

**‘Institutional Approval Period’**: such period of academic years as the University may specify following Institutional Approval (or re- approval as the case may be) of a Partner Institution;

**‘Intellectual Property Rights’:** patents, utility models, rights to inventions, copyright and [neighbouring and] related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**‘Institutional Re-Approval’:** the process by which the University assures itself of the continuing probity and appropriate standing of an existing Partner Institution, and that the general educational ethos of the collaborative partner remains compatible with that of the University;

**‘Joint Programme(s)’:** shall have the following meaning specified in the LQEH: A University Programme, or part thereof, leading to a qualification of the University, developed, delivered and assessed jointly with a Partner Institution (or institutions) and quality assured by the University;

**‘LQEH’:** the Middlesex University Learning and Quality Enhancement Handbook (and as amended from time to time) available on the University’s external website. Where the LQEH is referred to in the Agreement, the reference will apply to the LQEH provisions applicable at the time that any matter falls to be considered with reference to the LQEH;

**‘Market Exit’:** where a partner decides to or is required to withdraw from the higher education market;

**‘Memorandum of Co-operation’:** the contract document described in clause 1.3.2 below;

**‘Minor Change’**: a change of a minor nature specified in a Minor Change Notice;

**‘Minor Change Notice’**: a notice in writing issued by the University to the Partner Institution setting out such change as the parties may have agreed and the date of the change which is signed by the authorised representative of each party;

**‘OfS’:** the Office for Students;

**‘OfS Regulatory Framework’:** the OfS Regulatory Framework for higher education in England as amended from time to time;

**‘Partnership Agreement’:** this Agreement, being one of the Contract Documents of the Partnership Contract;

**‘Partnership Contract’:** is the contract between the parties and is comprised of the Contract Documents;

**‘Partnership Contract Term’:** shall continue as set out in in clause 2.2 below;

**‘Programme(s)’**: Academic provision which may be at a level of a named award or parts of an award and which may be Validated Programmes, or Franchised Programmes, or Joint Programmes as the case may be specified in a Memorandum of Co-operation;

**‘Programme Voice Groups’:** two meetings held per year for each student intake to provide a forum for students, academic staff and other staff associated with the Programme to discuss the strengths and weaknesses of all aspects of the curriculum;

**'Prospectus Statement(s)':** any statement set out in any prospectus in any form in relation to the Programmes;

'**QAA'**: the Quality Assurance Agency for Higher Education or any other body for the time being exercising the functions of the OfS under Section 23 of the Higher Education and Research Act 2017;

‘**Recipient’:** a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party;

**‘Regulations for Postgraduate Research Study’:** the University’s Regulations for research degree Programmes;

**‘Regulatory Requirements’:** the requirements of any applicable regulator which has regulatory oversight in relation to the University and/or the Partner Institution as applicable;

**'Relevant Time’:** in relation to **any** Validation Statements is when they were made; in relation to Prospectus Statements is when the prospectus was published and in relation to Website Statements is when the relevant statement was published;

**'Relevant Regulator'**: the regulator of any Regulatory Requirements;

**‘Representative(s**)**’:** in relation to each party its officers and employees that need to know the Confidential Information, its professional advisers and any other person to whom the other party agrees in writing that Confidential Information may be disclosed;

**'Review'**: an interim Review or a Final Year Review in each case as defined below;

**‘Review Procedures’:** theprocesses which allows a panel to evaluate the operation of the programme and achievements of the students over a period of years;

**‘Student Protection Plan’**: means the student protection plan specified in the Memorandum of Co-operation these specifying assessments and mitigations of risk to the continuation of study of the students registered with the Partner Institution, and, if applicable, the University, who are enrolled in an applicable Programme;

**'Teachout Comparison Date'**: a date (if any) specified by the University as a date for comparing the performance of the Partner Institution with its performance during the Teachout Period;

**'Teachout Period':** the period from the date of termination expiry of the Partnership Agreement to the date when the last Student finishes their course of study pursuant to this Partnership Agreement or such other date as the University may specify;

**'UK GDPR':** as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

**‘Validated Programme(s)’:** shall have the following meaning specified in the LQEH: A Programme of study, developed, assessed and delivered by a Partner Institution, awarded by and ultimately quality assured by the University;

**‘Validation’**: the process by which the School and the University ensure that any new Programme, or any significant change to an existing Programme, is academically sound i.e. the academic standards are appropriate, the curriculum can deliver the standards, assessment measures achievement of standards. In addition, the Validation ensures adequate Programme specific resources are available to support the proposal;

**‘Validation Statement(s)'**: any statement made by the Partner Institution to the University for the purpose of obtaining or maintaining Validation by the University of any Programme including any programme handbook;

**'Website Statement(s)'**: any statement set out, made by, or on behalf of the Partner Institution, on any Partner Institution website, that would be reasonably understood by a Student as applying to a Validated Programme on which they are at any material time registered.

**Interpretations**

1. All recitals, schedules, and appendices that form part of any of the Contract Documents of the Partnership Contract will have the same force and effect as if expressly set out in the body of the relevant Contract Document.
2. The clause headings are for convenience only and will not affect the interpretation of the Partnership Contract.
3. Unless the context requires otherwise, any reference to a statute or statutory provision will include the statute as amended, modified, extended, re-enacted, consolidated, and all statutory instruments, orders, and, bye-laws, made pursuant to it, in each case whether before or after the Effective Date.
4. In the event of any conflict between terms of the Partnership Contract, the Memorandum of Co-operation and the provisions of the LQEH, the following order of precedence shall apply:
	1. The International Data Transfer Agreement appended to Annexe 4 of the Memorandum of Co-operation as Annex 3 (where used);
	2. The other provisions of Annexe 4 of the Memorandum of Co-operation;
	3. the LQEH provisions;
	4. the main body of the Memorandum of Co-operation;
	5. the other Annexes of the Memorandum of Co-operation;
	6. the other terms and conditions in the Partnership Contract; and
	7. any other documentation incorporated by reference.
5. Any words following the terms **including**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

**PARTNERSHIP AGREEMENT**

**GENERAL TERMS**

# The Contract

* 1. The University and the Partner Institution have agreed to contract with each other on the basis of the terms and conditions set out in the Partnership Contract Documents (specified in clause 1.3 below), which will apply to the delivery of Programmes.
	2. The Partnership Contract sets out the terms and conditions applicable to the following types of collaborative Programmes that may be approved by the University:

 1.2.1. Validated Programmes

 1.2.2. Franchised Programmes

 1.2.3. Joint Programmes

 ALL MODELS: This Partnership Contract permits the Partner Institution to deliver Franchised, Validated or Joint Programmes subject to the Validation procedures outlined in the LQEH.

 OR

 FRANCHISE ONLY: This Partnership Contract permits the Partner Institution to deliver Franchised Programmes only, subject to the Validation procedures outlined in the LQEH. Permission to deliver Validated and/or Joint Programmes must be sought from the University.

* 1. The Partnership Contract is comprised of the following Contract Documents and to any agreed variation in writing of the Contract Documents signed by each of the parties as a variation:
		1. **Partnership Agreement**

This Partnership Agreement setting out the general terms of the Partnership Contract. These general terms are deemed incorporated into each Memorandum of Co-operation and Financial Agreement that the Parties enter into during the Partnership Contract Term.

* + 1. **Memorandum of Co-operation**

A Memorandum of Co-operation signed by the relevant authorised signatories of the University and the Partner Institution specifying the Programme details and other conditions relevant to the delivery of the Programme. The Memorandum of Co-operation will specify the type of Programme to which it will apply.

 1.3.3. **Financial Agreement**

A Financial Agreement which is included as an Annexe to the Memorandum of Co-operation.

* 1. The only contractually binding terms between the parties are the terms set out in the Contract Documents. Any statements, warranties or representations given or made (whether negligently or innocently and whether express or implied), or any acts or omissions by or on the part of either party in relation to the subject matter of the Partnership Contract shall have no force or effect, and neither of the parties shall have any rights or remedies with respect to such subject matter, otherwise than as expressly stated in the Contract Documents.
	2. This Partnership Contract supersedes any pre-existing Partnership Contract or arrangements, if any, and all negotiations between the parties and their agents on the subject matter herein, which are hereby terminated with immediate effect.
	3. The Partner Institution agrees to comply with the standard and institution-specific conditions specified at the time Institutional Approval is granted to the Partner Institution and as published by Middlesex University from time to time in the Learning and Quality Enhancement Handbook (LQEH) or equivalent document, which shall be deemed incorporated in the Partnership Contract. Without prejudice to the generality of the foregoing as at the Effective Date and all times throughout the Partnership Contract Term the Partner Institution shall:
		1. satisfy the University in such manner as the University may require as to the continued financial soundness of the Partner Institution;
		2. inform the University immediately of any change in ownership or governance at the Partner Institution;
		3. not engage in any arrangement whereby it offers the Programmes or any Programme which in the opinion of the University is similar to any of the Programmes otherwise than in accordance with the Partnership Contract;
		4. comply with the University quality assurance procedures in the LQEH which are informed by its regulator, the OfS, and update its own procedures in line with these requirements.
		5. cooperate with any inspection visits that may be undertaken by the Designated Quality Body or similar bodies;
		6. ensure that students enrolled on Programmes are subject to University Regulations, unless alternative arrangements are agreed by the University’s Academic Registrar;
		7. put in place all such insurance arrangements as may be specified by the University in respect of the Institution's responsibilities and liabilities towards students;
		8. without prejudice to the generality of the foregoing abide by the University’s policy for franchising and validating Programmes overseas: LQEH Guidance 5(iii) The Language of Tuition and/or Assessment;
		9. comply in all respects with the Regulatory Requirements;
		10. produce a Student Protection Plan in form and content satisfactory to the University for all students on all Programmes;
		11. consult the University about any communication that the Partner Institution intends to make to a Relevant Regulator concerning anything to do with the University, the Programme or the Partnership Contract;
		12. promptly inform the University of any matter that will or may result in a breach by the Partner Institution of the Regulatory Requirements;
		13. promptly inform the University of anything that may adversely affect the financial sustainability of the Partner Institution.
	4. When taking over a Programme from another validating HEI, the University will not be liable for financial or other liabilities of that other HEI.
	5. Notwithstanding any other provisions of the Partnership Contract, where any Student or prospective Student is indebted to the University or the Partner Institution on any account whether actual or contingent, solely or jointly with any other person the University shall be entitled to:
		1. refuse to enrol the Student or (as the case may be) prospective Student;
		2. terminate the student contract of the Student;
		3. in relation to a Student who qualifies for a University award withhold the issue of the applicable award certificate.

in each case until the indebtedness has been paid or otherwise discharged to the satisfaction of the University, and the Partner Institution undertakes to ensure that students and prospective students are legally bound by this condition.

* 1. The LQEH is updated from time to time. It is the Institution’s responsibility to regularly check for updates on the University’s website. The University will notify the Institution of any changes within a reasonable time prior to such changes coming into effect, and in any event not later than 3 months before the changes come into effect.
	2. As the awarding institution of the qualifications covered by the Memorandum of Co-operation the University will comply with the requirements of the OfS conditions of registration.
	3. During initial discussions for Validation of Programmes, the Partner Institution shall inform the University of all relevant local legislation or regulations applicable to it, including the Partner Institution’s conditions of registration with the OfS and any Relevant Regulator if applicable. If following Validation, the University has entered into arrangements with the Partner Institution that are subject to the terms and conditions of the Partnership Contract, and the University subsequently becomes aware at any time that the Partner Institution failed to provide relevant accurate information, or provided misleading information to the University, the University may at its discretion terminate the Partnership Contract in accordance with clause 13.5 or 13.6 below. The Partner Institution shall at all times comply with the Regulatory Requirements applicable to it from time to time regardless of whether the Partner Institution has informed the University of them.
	4. The Partner Institution shall not make any change to any Programme without the consent in writing of the University.
	5. For the avoidance of doubt the signing of this Partnership Contract does not signify approval for any Programme to run or be marketed. Save as otherwise agreed in writing, the Partner institution shall not market or run any Programme for which there has not been Validation.

# Effective Date of the Partnership Contract

* 1. The Effective Date of the Partnership Contract shall be [DAY/MONTH/YEAR], which is the date of the Institutional Approval. From the Effective Date, the General Terms set out in this Partnership Agreement shall be enforceable and shall apply to all other Contract Documents that the University and the Partner Institution may enter into during the period of Institutional Approval.
	2. The Partnership Contract shall continue for the Institutional Approval Period from the Effective Date and thereafter for such further Institutional Approval Periods as the University may grant until terminated in accordance with this Partnership Agreement. Without prejudice to the foregoing provisions of this clause 2.1 the parties intend that every six years the subsisting Partnership Contract will be replaced by an updated version to be signed by the authorised representatives of each of the parties.
	3. A Minor Change shall not vary the rights and obligations of the University and the Partner Institution under the Partnership Agreement and neither party shall be liable to the other for any failure to observe or perform the terms of any Minor Change. In the event that the parties agree any Minor Change, the University reserves the right to include the terms or effect of that Minor Change, if still applicable, in any updated replacement agreement entered into in accordance with clause 2.2 whereupon it will cease to be Minor Change.

# Institutional Re-Approval

* 1. During the final year or as the University may at its discretion decide, the penultimate year of each Institutional Approval Period, an Institutional Re-Approval process (in either case referred to as ‘a Final Year Review’) will be conducted in accordance with the University’s Institutional Re-Approval Procedures in the LQEH. The Partner Institution shall comply in a timely manner with all reasonable requests that the University may make in relation to its conduct of the Re-Approval Procedures. If the University acting reasonably shall not grant Institutional Re-Approval to the Partner Institution on or before [31 May] [within the Academic Year of 20XX/XX] (‘the Closing Date’) the University shall be entitled to terminate the Partnership Contract in accordance with [clause 13].
	2. Institutional Re-Approval for Partners is typically a paper-based exercise, however the University reserves the right to undertake a visit to ensure that the facilities and resources remain relevant and provide a suitable environment for teaching and learning, in accordance with the LQEH and to satisfy any other regulatory legal requirements, including regulatory requirements of the OfS.
	3. If the University knows or suspects at any time that the Partner Institution has or might have ceased to satisfy any requirement for Institutional Approval, the University may conduct an Institutional Re-Approval process (‘an Interim Review’) at such time and in such manner as the University acting reasonably may require, to be concluded by such date (‘the specified date’) as the University acting reasonably may specify, and the provisions of clause 3.1 shall apply to an Interim Review as they do to a Final Year Review save that ‘the specified date’

shall be construed as if it were the Closing Date.

# Programmes’ Administration, Operation and Financial Agreement

* 1. The University shall assess each of the Programmes in accordance with its Validation and Review Procedures as set out in its LQEH, and compliance with the OfS Regulatory Framework as applicable. The University shall not be obliged to validate any Programme.
	2. Once a Programme has received Validation, a Memorandum of Co-operation shall be signed by both the University and the Partner Institution in relation to that Programme. The Partner Institution shall not commence recruitment to the Programme before the Memorandum of Co-operation for that Programme has been signed The Memorandum of Co-operation will confirm the individual Programme details, the relevant University and Partner Institution personnel and the Programme’s Financial Agreement that shall apply.
	3. The Programmes shall be administered as specified in the relevant Administrative and Operational Annexe of the relevant Memorandum of Co-operation.
	4. The Partner Institution hereby warrants, represents and undertakes that the Prospectus Statements, the Website Statements and the Validation Statements were at the Relevant Time, are and will remain throughout the duration of the respective Programmes to which they relate true, accurate and not misleading.

# UK Immigration Requirements

* 1. When students attend a University London campus for all of their studies, the University will unless otherwise agreed in writing undertake sponsorship duties and be responsible for complying with Home Office sponsorship requirements for any international student who requires a visa via the Student Route and is enrolled, or is to enrol on a collaborative Programme.
	2. In all other cases, where a student is enrolled/to enrol on a collaborative Programme which is delivered partly or wholly at a Partner Institution in the UK, the Partner Institution must have a Student Route sponsor licence from the Home Office which will enable the University to submit an application to the UK visa immigration authorities (UKVI) for approval of the partnership. Approval by UKVI will enable the University to recruit students via the Student Route on the collaborative Programme regardless of whether the University or the Partner Institution issues the Confirmation of Acceptance of Studies (CAS).
	3. The Partner Institution shall immediately inform the University of any change to its Student Route sponsor licence. The University shall conduct regular reviews of the Student Route licence status arrangements of the Partner Institution in which the Partner Institution shall be expected to provide relevant data to the University.

# Programmes’ Launch, Operation Management and Quality Monitoring

* 1. Programmes shall be launched and administered in line with the procedures set out in the LQEH or with the

procedures set out in the Regulations for Postgraduate Research Study as appropriate, and in line with the Regulatory Requirements.

* 1. Prior to the validation of programmes, a Link Tutor shall be appointed by both:

(i) the Partner Institution; and by

(ii) the University.

* 1. The Link Tutors shall be responsible to their Principal/Dean respectively for ensuring the maintenance of the standards and delivery of the Programmes, for effective liaison with each other and with the key administrators in each institution. This shall be done in accordance with the guidelines in the LQEH and with regard to the Regulatory Requirements. Both the University and the Partner Institution shall ensure that the respective Link Tutors are fully aware of their responsibilities in relation to each collaborative Programme.
	2. The Programmes will be subject to the approval and quality assurance monitoring and review procedures of the University as published in the LQEH or the Regulations for Postgraduate Research Studyas appropriate, and as required for compliance with the Regulatory Requirements. Without limiting the generality of the foregoing, the Partner Institution shall ensure that the administration, staffing, academic validity of the Programmes, academic standards and quality of learning opportunities are of equivalent standard to those of the University and that the quality of student experience is consistent with that of University students following similar Programmes.
	3. As part of these procedures, quality or annual monitoring information shall be provided by the Partner Institution to the relevant parties within the University promptly, in accordance with the published procedures and timescales of the LQEH of the relevant year. In the event of non-compliance, the University may carry out an Institutional Review as identified in the LQEH.
	4. Programme Voice Groups for the Programmes shall be established by the Partner Institution, to provide a forum for staff and students to discuss delivery, development and enhancement. The Programme Voice Groups shall conform to the requirements set out in the LQEH and as set out in the relevant Administrative and Operational Annexe.
	5. For Collaborative Research Programmes, the Partner Institution shall put into place mechanisms (for example, Programme Voice Groups) satisfactory to the University to ensure that formal feedback from students on each of the named Programmes is reported to the relevant Faculty Research Committee.
	6. The relevant University Faculty shall be responsible, in liaison with staff from the Partner Institution, for the resolution of any issues of concern that may be highlighted by the quality enhancement procedures in the LQEH, For Collaborative Research Programmes, if no resolution can be reached by the relevant Faculty, it shall be referred to the Director of Postgraduate Research Studies, to make arrangements for appropriate action to be taken.
	7. The Partner Institution shall participate in and cooperate with the requirements of any review undertaken by the Quality Assurance Agency for Higher Education (QAA) or other regulatory bodies to the reasonable satisfaction of the University.
	8. The Partner Institution shall provide to the reasonable satisfaction of the University a range of opportunities for students to provide feedback. Subject to the Partner Institution’s obligations under Data Protection Law, the University shall have the right of independent access to all student feedback.
	9. The Partner Institution shall have in place to the reasonable satisfaction of the University a staff development strategy encompassing an annual peer teaching observation process, and outlining continual professional development expectations. This may include the requirement for academic staff to undertake a supplementary qualification.
	10. The Partner Institution has the right to refer ethical matters to the University’s Ethics Committee which will provide advice and guidance on appropriate courses of action, to both the Principal of the Partner Institution and the Vice-Chancellor of the University.
	11. Middlesex staff international travel commitments are subject to travel guidance issued by the UK Foreign and Commonwealth Office (FCO) and by such restrictions as the University may have in place from time to time in response to any unforeseen events beyond the control of the University that may require such restrictions.

# Complaints

* 1. Any student complaint relating in whole or in part to the Partner Institution shall be dealt with in accordance with the procedures set out in the University’s complaints procedure as specified in the University’s Regulations.
	2. The University shall decline absolutely to deal with any complaint against the Partner Institution unless the internal procedures of that institution have been fully exhausted and the procedures of any professional accrediting body have likewise been fully exhausted.
	3. The University shall decline absolutely to deal with any complaint against the Partner Institution if legal proceedings have been commenced in relation to that complaint, and shall continue to so decline until confirmation is received in writing that legal proceedings have been fully ended.
	4. Anonymous complaints or grievances will not normally be considered, subject to any obligations on either party in respect of safeguarding or in relation to allegations that a criminal offence may have been committed.
	5. Where the internal procedures of the Partner Institution have been exhausted, and the complaint has been referred to the University’s complaint procedure as outlined in the University Regulations, the Partner Institution agrees to abide by the findings of that procedure and implement any necessary actions in a timely manner. Prior to reaching its decision the University’s investigation will include seeking information, comments, and clarifications from the Partner Institution to the extent necessary to enable the University to come to a decision in response to the complaint.
	6. Where the internal procedures of the Partner Institution and the University have been completed the student may refer the complaint to the Office of the Independent Adjudicator for Higher Education (the OIA), within 12 months of the date of the “completion of procedures letter” issued to the student by the University, or the Partner Institution, as applicable. The OIA has jurisdiction to handle student complaints made against the University and against Partner Institutions that are Higher Education Institutions in England and Wales.

# Data Protection, Confidentiality, Public Access to Information and Freedom of Information Act and Environmental Information Regulations

1. **Data Protection**
	1. The terms: ‘Controller’, ’Personal Data’, 'Processing', ‘Process’, and ‘Processed’, shall have the meaning given to them in the Data Protection Laws.
	2. The Partner Institution and the University may Process relevant student Personal Data for various purposes including in connection with registration, enrolment, and academic records.
	3. The provisions of this clause 8 and the further terms and conditions included in the Data Protection Schedule contained in the Memorandum of Co-operation, will apply to Personal Data (relating to students and staff) Processed in connection with relevant Programmes, in respect of which the parties acknowledge and agree that they will each for themselves as separate Controllers determine the purpose and the means of Processing of the Personal Data they receive from the other party.
	4. Each party will, as requested by the requesting party, complete any due diligence questions raised by the requesting party, to the extent that such questions are relevant to compliance with the Data Protection Laws, including the requirement to have in place appropriate technical and organisational measures.

The parties shall each comply with their respective obligations under the Data Protection Laws in respect of all Personal Data (relating to students and staff) shared between them in connection with the Partnership Contract.

1. **Confidentiality Obligations**
	1. The Recipient undertakes to the Discloser that it shall:
		1. keep the Confidential Information secret and confidential;
		2. not use or exploit the Confidential Information in any way except for the purposes of this agreement;
		3. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and
		4. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes of this agreement, and any such copies, reductions to writing and records shall be the property of the Discloser.
	2. **Permitted disclosure**
		1. The Recipient may disclose the Confidential Information to its Representatives on the basis that it procures that those Representatives comply with the confidentiality obligations in this clause as if they were the Recipient.
		2. Subject to the provisions of this clause, a party make a disclosure of Confidential Information to the minimum extent required by:
2. any court or other regulatory, judicial, governmental or similar body of competent jurisdiction including the Office for Students ('a Relevant Authority');

1. the laws or regulations of any country to which its affairs or those of any of its Group Companies are subject and the requirements of the OfS ('the relevant Requirements');

('a Relevant Disclosure').

* + 1. Before a party makes a Relevant Disclosure it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of the disclosure as possible and where notice of such disclosure is given, the first mentioned party shall take into account the reasonable requests of the other party in relation to the content of the disclosure. If a party is unable to inform the other party before a Relevant Disclosure must be made it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable.
	1. **Return or destruction of Confidential Information**
		1. If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:
1. destroy or return to the Discloser all documents and materials containing, reflecting, or incorporating the Discloser's Confidential Information;
2. erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form;
3. to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
4. certify in writing to the Discloser that it has complied with the requirements of this clause.
	* 1. Nothing in this clause shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain to satisfy the Relevant Requirements and the confidentiality provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause.
	1. **Reservation of rights and acknowledgement**
		1. Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
		2. Except as expressly stated in this agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
	2. **Inadequacy of damages**

* + 1. Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.
1. **Public Access to Information**
	1. In signing this Partnership Contract, approval is hereby given by both parties for appropriate institutional and Programme information to be available for public access via the Internet as required by the QAA, OfS and other similar national agencies.
2. **Freedom of Information Act and Environmental Information Regulations**
	1. The Partner Institution acknowledges that Middlesex University may be required under the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations (EIRs), to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from the Partner Institution. Middlesex University shall take all reasonable steps to notify the Partner Institution of a request for information to the extent that it is permissible and reasonably practical for it to do so and to consult with the Partner Institution regarding whether or not the information is exempt from disclosure on the basis of exemptions provided under the FOIA (whether on grounds of Data Protection Laws, confidentiality, commercial sensitivity or any other grounds) but (notwithstanding any other provision in this Partnership Contract). The University shall be responsible for determining whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

# Equality and Diversity

* 1. The Partner Institution shall ensure that all its activities shall comply fully with the spirit of the University’s statement on Equality and Diversity (as set out in the University Regulations or Regulations for Postgraduate Research Study as appropriate).

# Liability, Limitation/Exclusion of Liability/Insurance

* 1. Each Party (if applicable , as an ‘Indemnifying Party’) undertakes to indemnify the other Party and its directors, officers, employees, shareholders, agents, permitted successors and assigns (collectively, “Indemnitee(s)”) for any liability loss claim or expense, to a maximum of £1,000,000 per claim or series of claims arising from any one cause, which arises from the Indemnifying Party’s breach or non-performance of the Partnership Contract or any negligent action or omission that results in the Indemnitee(s) suffering any claim or expense or incurring any liability to third parties provided always that the Partnership Contract shall not limit or exclude liability in respect of the following: (i) any liability that cannot be limited or excluded by law (including liability for death or personal injury), (ii) breach of data protection law, including liability arising from any fine issued by the data protection Information Commissioner (iii) liability imposed by any other regulator with legal powers to issue fines or other financial sanctions (iv) liability for breach of third party intellectual property; and (v) liability arising from fraud.
	2. For the purposes of the Partnership Contract, liability in relation to either Party may relate to all actions, claims, demands, costs and expenses incurred by or made against the University or the Partner Institution, as the case may be, in respect of any loss or damage or personal injury (including death) which arises from anything done or omitted to be done under the Partnership Contract, to the extent that such loss, damage or injury is caused by breach or non-performance of the Partnership Contract or by the negligence of either Party, its employees, servants or agents.
	3. Each Party shall, whenever reasonably required by the other Party, produce certificates signed on behalf of the other Party’s insurers stating that insurance complying with the requirement is in force and specifying the period for which it has been taken out.
	4. The terms of any insurance or the amount of cover shall not relieve either Party of any liabilities under the Partnership Contract.
	5. Both Parties agree that, while students are on placement with the Partner Institution, the Partner Institution shall be responsible for arranging the appropriate liability cover, and while students are on placement with the University, the University shall be responsible for arranging liability cover.
	6. Each Party warrants that: (i) it is properly constituted and incorporated in their respective jurisdiction and (ii) it has all necessary powers and authority to enter into the Partnership Contract and to perform its obligations herein including the power to carry out and/or perform such incidental acts as are necessary to facilitate its performance of its obligations. Without prejudice to any other remedies available in law, any breach of this warranty shall entitle the Party not in default to recover any financial loss it may suffer as result of the other Party’s breach of this clause 10.6.
	7. Without prejudice to any other remedies available in law, to the extent that any acts or omissions of a Party (as the “Defaulting Party”), causes the other Party (the “Innocent Party”) to be in breach of its conditions of applicable registration requirements, or other the Regulatory Requirements, and results in the Innocent Party incurring financial or other loss, the Defaulting Party shall be liable to indemnify the Innocent Party for any financial loss it suffers as a result of such actions.
	8. In the event that either Party (the “Infringing Party”) infringes the Intellectual Property Rights of the other Party or any third party Intellectual Property Rights, the Infringing Party shall indemnify the Innocent Party against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Rights of the Innocent Party or of a third party, to the extent that such third-party makes a claim against the Innocent Party in connection with the infringing acts of the Infringing Party.
	9. The indemnities in this clause 10 shall not apply in respect of any breach of Data Protection Laws.

# Third Party Rights

* 1. For the avoidance of doubt, this contract does not confer rights under the Contracts (Rights of Third Parties) Act 1999 on anyone else except the two parties to this contract, and the parties do not intend any term of this contract to be enforceable by any third party.

# Applicable Law and Jurisdiction

* 1. The law applicable to the construction, performance and enforceability of the Partnership Contract shall be English law.
		1. [CHECK WITH LEGAL ADVISORS FOR INTERNATIONAL PARTNERS/OPERATIONS] Any dispute arising out of the Partnership Contract shall be subject to the exclusive jurisdiction of the English Courts.
		2. Both parties shall comply with local legislation, insofar as these have mandatory force in relation to the performance of this Partnership Contract.

**13.** **Termination**

* 1. In the event that no Programme Validation takes place within two years of the Effective Date of this Partnership Contract the University shall be entitled to terminate the Partnership Contract by written notice with immediate effect.
	2. In accordance with the University’s Institutional Approval Procedures in the LQEH, in the event that the Partner Institution’s approved status following Institutional Approval is discontinued during any Institutional Monitoring, Institutional Re-Approval or Review processes, the Partnership Contract including all Programmes shall be terminated by written notice by the University.
	3. In the event that the registration of the University and/ or the Partner Institution as applicable is suspended by the OfS, the ‘Innocent ‘Party (being the party that is suspended or deregistered as a result of the acts or omissions of the other party (‘the Defaulting Party’), shall have the following options to terminate the Partnership Contract:
1. In the case of suspension, the innocent party shall be entitled to give the Defaulting Party a reasonable notice period for fulfilling the conditions imposed by the OfS that are required to be met before the suspension can be lifted. If the Defaulting Party fails to fulfil the conditions during the notice period, the Innocent Party shall be entitled to terminate the Partnership Contract by written notice, determining at its absolute discretion the notice period and taking into account the implementation of contingency arrangements to protect students in the context of termination of the Partnership Contract;
2. In the case of deregistration, or if in the case of suspension, the Innocent Party fails to meet the conditions for the suspension to be lifted, such outcomes will be a material failure to comply with the Partnership Contract for the purposes of clause 13.6 below. For the avoidance of doubt clause 13.5 shall not apply to this clause 13.3 (ii).
	1. At all other times, the Partnership Contract may be terminated by either party by giving a minimum of 12 months’ written notice to the other party. This normal notice period may be varied by mutual agreement.
	2. In the case of any breach or failure to implement the terms of the Partnership Contract, which is capable of being remedied by the Partner Institution (including, an instruction given by the University to the Partner Institution for the Partner Institution to comply with its obligations under the Partnership Contract), the University will not exercise its rights to terminate this Partnership Contract without first having given written notification to the Partner Institution requiring the same to be remedied within twenty-eight days or such longer period as the University may at its absolute discretion specify or agree with the Partner Institution. If the breach has not been remedied within 28 days or such other period as the University has agreed, the University may issue a notice to terminate the Partnership Contract with immediate effect on expiry of the period for remedy.
	3. In the event that the Partner Institution materially fails to comply with the Partnership Contract or commits a breach not capable of remedy, or causes damage to the reputation of the University, or goes into liquidation or administration, or makes an arrangement with its creditors, or takes or suffers an Insolvency Event, or some analogous event, the University may at its discretion, and without prejudice to any other remedies available to it, terminate the Partnership Contract by written notice, without penalty, and with immediate effect.
	4. In this clause Force Majeure Event – means in any circumstances an event not within a party’s reasonable control including without limitation (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic which disrupts the functioning of normal economic activities or service delivery, as a result of the epidemic or pandemic or as a result of government laws or regulatory measures put into effect by the government mitigate the impact of the epidemic or pandemic; (c) terrorist attack, civil commotion, riots, war, or threat of such events to the extent that there is an adverse unavoidable impact on economic activity or service delivery; (d) nuclear, chemical or biological contamination or sonic boom; (d) any law or any action taken by a government or regulatory authority that unavoidably prevents usual economic activity or service delivery.
		1. If a party is affected by a Force Majeure Event, it shall immediately notify the other party of the nature and extent of the Force Majeure Event.
		2. No Party shall be deemed to be in breach of this Partnership Contract or otherwise liable to the other party as a result of delay in performance or non-performance of any of its obligations in the Partnership Contract provided that such delay or non-performance is due to a Force Majeure Event which has been notified to the other party. Corresponding obligations of the other party that cannot be carried out as result of the non-performance of the notifying party shall be suspended, and the time for performance of such obligations extended, and the parties shall agree a plan which as far as practicably possible reschedules the time for performance of the respective parties, and the parties shall discuss ways to alleviate the effects of the Force Majeure Event or agree upon alternative arrangements as may be fair and reasonable in the circumstances.
		3. In the event that parties mutually agree that the Partnership Contract should be terminated as a result of the Force Majeure Event, the parties shall take such steps as required to bring the Partnership Contract to an end in a timely, cost effective and orderly manner.
		4. Payments due from either party to the other related to the applicable party’s performance of its obligations under the Partnership Contract before the Force Majeure Event, shall remain payable in accordance with the payment provisions of the Partnership Contract.
	5. In the event that the Partner Institution may no longer be able to offer the Middlesex University Programmes, or should the University conclude, in its reasonable opinion, that there is a realistic prospect of a Market Exit by the Partner Institution, the Partner Institution must release all relevant information that would help the University to offer the Programme on the Partner Institution’s behalf including the below, within 5 working days of the request being made:

[DRAFTING NOTE: FOR FRANCHISE ONLY PARTNERS, DELETE THE VALIDATED/JOINT ROW]

|  |  |  |  |
| --- | --- | --- | --- |
| **Programmes** | **Syllabus & learning materials** | **Staff details** | **Full student details** |
| Franchised |  | X | X |
| Validated/Joint | X | X | X |

* 1. In cases of concern regarding academic and admission standards, the University reserves the right to immediately terminate the Partnership Contract and/or withdraw approval for a Validated Programme, and/or to suspend the registration of students on a Validated Programme.
	2. The Partner Institution shall as soon as practicable and in any event not less than one clear working day in advance give notice in writing to the University of its intention to make a report to the OfS of a reportable event arising in connection with this agreement (including but without limitation the termination or prospective termination of this agreement) pursuant to the OfS Framework; such notice shall include the time and date ('the relevant time') when the Partner Institution intends to send the report to the OfS. The Partner Institution shall not send the report to the OfS before the relevant time and shall take into account any representations which the University makes in relation to such report before the relevant time. For the purpose of this clause one clear working day in advance means one working day exclusive of the day when the University receives the notice and the day of the relevant time.
	3. The Partner Institution shall immediately inform the University if an Insolvency Event happens.

# Consequences of Termination or Expiry

* 1. For the avoidance of doubt termination of the Partnership Contract under Clause 13, or termination by expiry of the Partnership Contract at the end of the period of the Agreement, as provided in clause 2, shall have the effect of ending all Programmes and accordingly the Memorandum of Co-operation and Financial Agreement, but subject always to Clauses 14.2, 14.3, 15, and without prejudice to any accrued rights of the parties.
	2. All Clauses which either expressly or by their nature, relate to the period after the expiry or termination of the Partnership Agreement, shall remain in full force and effect. The provisions of the following clauses, without limit, shall expressly survive any expiry or termination howsoever arising, being Clauses 8I and 8II.
	3. No further intakes or enrolment/registration of new students shall take place after termination or expiry.
	4. The termination or expiry of the Agreement shall be managed to allow all students enrolled/registered with the University at the time of the termination or expiry to complete and be assessed for the Programme of study on which they are enrolled/registered.
	5. Prior to the Effective Date for expiry or termination the Partner Institution will confirm in writing the relevant students continuing on the relevant Programme, or who have extended the period of completion of the relevant Programme in accordance with and subject to the University’s regulations, resulting in such students continuing their Programme until their completion of the Programme on a date that is after the expiry or termination date. The Partnership Contract shall continue in full force and effect throughout the period during which such students complete the Programme.
	6. Upon termination or expiry of this Partnership Contract, both parties shall cease to use any documents, signatures/logos or materials provided to it by the other party, with the exception of those materials required to allow students already enrolled to complete the Programme; and both parties shall cease to advertise as having any connection with the other party, in respect of this Partnership Contract.
	7. On termination or expiry of this Partnership Contract, both the University and the Partner Institution will cease to hold itself out as being in a contractual relationship with the other party under the Partnership Contract, except to the extent that the terms of the Agreement will continue to apply to students continuing in accordance with clause 14.3 above.
	8. On termination or expiry of this Partnership Contract, the University/Partner Institution shall pay any outstanding amounts due and payable under this Partnership Contract.
	9. In the event of the University withdrawing from a Partnership arrangement and finding itself subject to enquiries from another UK Awarding Institution proposing to enter into a collaborative arrangement with the Partner Institution, it will, to the extent permitted by law and the contracts entered into with such a Partner Institution, make a frank disclosure to the UK Awarding Institution of any concerns that led to its withdrawal.
	10. Where an agreement to terminate has been reached, the Partner Institution undertakes to ensure that all students are fully informed of the change in the nature of the relationship with the University.

# Teach Out

15.1 Without prejudice to the generality of clause 14.4, except with the prior consent in writing of the University the Partner Institution shall during the Teach out Period:

* + 1. teach the Programmes with the same content and in the same manner as on any Teachout Comparison Date; and
		2. comply with the Course Statements and without prejudice to the generality of the foregoing teach the Programmes in accordance with the Course Statements.
	1. External Examiners will continue to be appointed during the Teachout Period by the University for the remainder of the Programmes and carry out duties as described to be undertaken by External Examiners in the MOC, Partnership Agreement and LQEH.
	2. [ALL PROGRAMMES] For the avoidance of doubt the fees, subsistence, travel and accommodation charges of the External Examiners shall be met by the Partner Institution.

[FRANCHISE ONLY] For the avoidance of doubt the subsistence, travel and accommodation charges of the External Examiners shall be met by the Partner Institution.

* 1. The University may at any time during the Teachout Period conduct a review ('the Teachout Review') of the Programmes; the Teachout Review shall: (a) be carried out in person; and (b) be conducted by a panel comprised of University staff.
	2. The Partner Institution shall pay the costs and charges reasonably incurred by the University to third parties in undertaking the Teachout, Review and any other applicable charges/fees as set out in the University’s applicable Programme Validation/Review event fees and site visit fees and charges document, as varied from time to time.
	3. If in the opinion of the University the outcome of the Teachout Review shows that one or more Programmes does not meet the University’s conditions for validating Programmes outlined in the LQEH the University shall give notice ('the Discontinuance Notice') of that conclusion setting out its reasons in writing to the Partner Institution in which case:
		1. the Partner Institution shall have 30 days to provide a response to the University and set out any arrangements that it agrees to undertake to address the matters outlined in the Discontinuance Notice; and
		2. if the Partner Institution does not respond to the Discontinuance Notice within the time required by clause 15.6.1 or the University determines that the Partner Institution’s response does not adequately address the matters outlined in the Discontinuance Notice, then:
1. the Partner Institution shall make arrangements in form and content satisfactory to the University to cease teaching the students in those Programmes with effect from such date as the University may specify in writing (‘the Discontinuance Date’);
2. if the Partner Institution does not make the arrangements contemplated by clause 15.6.2.(i), or if it does, and any one or more students do not accept such arrangements such that there remain students in those Programmes at the Discontinuance Date (“Impacted Students”), the University may make such arrangements ('the Continuation Arrangements') as it thinks fit for the Impacted Students to be taught with effect from the Discontinuance Date by the University or such other institutions as the University may think fit; and
3. the Partner Institution shall indemnify the University for the reasonable cost of providing or obtaining the Continuation Arrangements to the Impacted Students.

# Assignment and Subcontracting

* 1. Neither party shall be permitted to transfer, assign or sub-contract or otherwise dispose of any of its rights or obligations under the Partnership Contract without the prior written consent of the other.

# Variation

* 1. The Partnership Contract shall not be modified or amended except by an agreement in writing signed by an authorised representative of the parties.

# Status of Parties

* 1. Nothing in the Partnership Contract shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as representing or acting on behalf of the other.

# Severability

* 1. In the event that any term, condition, provision or clause of the Partnership Contract shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms conditions and provisions shall remain in full force and effect.

# Waiver

* 1. No delay, omission or failure by either party to exercise any of its rights or remedies shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

# Notices

21.1 Any legal notices or other communication under, or in connection with, the Partnership Contract ,which is required to be notified in writing under any clauses of the Partnership Contract, or which concerns any dispute or exercise of rights under the Partnership Contract, shall be in writing in the English language, and shall be delivered by email, and where indicated within the email by physical copy sent by pre-paid post (and air mail if overseas), to the party intended to receive the notice or communication at its address set out in 21.3 below or such other address as that party may specify by notice in writing to the party giving the notice.

* 1. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given: -
		+ if sent by electronic media, when notified by a read receipt;
		+ if sent by mail, other than air mail, two days after posting it;
		+ if sent by air mail, seven days after posting it; and

21.3 Each party’s address for service is: -

 for the University:

Postal Address: FAO of the Vice-Chancellor, Middlesex University, Hendon Campus, The Burroughs, London, NW4 4BT

for the Partner Institution:

Postal Address: [xxxxx]

Marked for the attention of: [Head of Institution]

 Any party may (by notice) notify the other of any change to its address for service.

* 1. For the avoidance of doubt this clause 21 does not apply to business as usual communications connected with the operation of the applicable Programmes to which the Partnership Contract applies.

# Disputes

22.1 The parties will seek to resolve any dispute by negotiation and correspondence that, if necessary, will involve a representative of the Board of Governors at the University and a senior member of the Partner Institution. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through mediation.

22.2 In the event that the matter cannot be resolved by negotiation or mediation as set out above, the parties **may** agree to resolve the matter by arbitration within the meaning of the Arbitration Act 1996, by which arbitration they will be bound. **For the avoidance of doubt, if a party does not consent to arbitration, and chooses to issue court proceedings, that party shall not be in breach of this clause 22.**

# Record Retention

23.1 The Parties will comply with the University’s record retention policies.

# Entire Agreement

24.1 The Contract Documents and the documents referred to in each of the Contract Documents constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract Documents. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract Documents.

**AS WITNESS** whereof the Partnership Contract have been signed on behalf of the parties

|  |  |
| --- | --- |
| **Agreed on behalf of** **Middlesex University**  | **Agreed on behalf of****[Partner Institution]** |
| **Name of Signatory:** | **Name of Signatory:** |
| **Title:** | **Title:** |
| **Date:** | **Date:** |