

10.4

PROGRESSION TO UNIVERSITY PROGRAMMES:

AGREEMENT TEMPLATE (INTERNATIONAL)

- 2.1 Each Party will appoint a named member of staff to implement, monitor and evaluate the progress of this Agreement.
- 2.2 The Parties agree to work together as far as reasonably possible to provide a positive and constructive experience for students.
- 2.3 Applications for admission to the programmes listed in the Schedule to this Agreement must be submitted directly to the University.
- 2.4 The University reserves the right to make the final judgment on the admissibility of any students onto its programmes.
- 2.5 For the avoidance of doubt, the University is not responsible for the validation, authorization and accreditation of those of the Partner's awards which may lead to the progression of students under this Agreement.
- 2.6 Each student who registers at the University under the terms of this Agreement shall be subject to the regulations of the University and is liable to meet the full cost of University tuition fees, and all other relevant costs and expenses.
- 2.7 The Schedule will be reviewed periodically, and programmes may be discontinued or added and requirements altered subject to agreement between the Parties.

3. PRINCIPAL OBLIGATIONS OF THE UNIVERSITY

- 3.1 The University will undertake all reasonable measures to give effect to this Agreement.
- 3.2 The University agrees to consider for entry to its programmes listed in the Schedule such of the Partner's students who apply and who meet the programmes entry requirements.
- 3.3 Any offer of a place is subject to the University's normal admission requirements (including successful interview where appropriate) and subject to availability of a place on the relevant programme.
- 3.4 The University agrees to provide, on request, feedback to the Partner and the Partner's students on applications and interviews.
- 3.5 The University agrees to monitor the performance of the Partner's students on its programmes and provide feedback to the Partner as appropriate so far as permitted under data protection legislation.
- 3.6 Provide the Partner with up to date and accurate information on the course / module content, dates and related requirements and will inform the Partner without undue delay of any changes relevant to the information and this Agreement.

4. PRINCIPAL OBLIGATIONS OF THE PARTNER

- 4.1 The Partner agrees to evaluate and screen prospective students from their respective programmes and to recommend students to apply for progression onto the University's programmes that are likely to meet the entry requirements of programmes.

- 4.2 The Partner will ensure that students are provided with the most recent versions of all relevant information, support and materials regarding the University's programmes and admissions procedures. Materials which are the property of the University shall remain as such and shall not be used for any other purpose without the express written agreement of the University.
- 4.3 The Partner undertakes to submit any advertising material related to the University for approval by the University and will not publish any advertising materials referring to this Agreement which have not been approved by the University.
- 4.4 The Partner will publicise the progression arrangements appropriately and shall ensure that all advertisements or promotions of the University's programmes shall include a statement to the effect that the University reserves the right to offer an alternative progression route to the advertised route and cannot guarantee the advertised route remains open. The Partner will make this clear to their students.
- 4.5 The Partner will ensure that the University is informed without delay of any material changes to programmes or the curriculum in the subject area/s of the programmes from which the Partner's students are intended to progress or of any changes that may affect the Partner's academic standing and / or reputation.

5. TERMS OF AGREEMENT AND AMENDMENT

- 5.1 This Agreement shall run from the date of this Agreement and shall remain in force until xxx *insert year of expiry unless* terminated by either Party in accordance with the provisions of this clause 5. Any revisions to this Agreement must be approved in writing by both Parties. Either Party may request a review of this Agreement at any time.
- 5.2 This Agreement may be terminated by either Party at any time giving 3 months written notice to the other, or by either Party immediately should the other Party commit material breach of the terms of this Agreement or should the other Party become bankrupt or enter into liquidation or other form of formal winding up.
- 5.3 For the avoidance of doubt, should grounds exist to terminate this Agreement through material breach but an opportunity is given to the Party in breach to remedy that breach, then this shall not be regarded as the innocent Party having waived the right to terminate at a later date should the Party in breach fail to remedy that breach without delay and in the time and manner (if any) specified.
- 5.4 Should either Party terminate this Agreement in accordance with Clause 5.2, there will be no new admissions of students onto the programmes listed in the Schedule. The following obligations shall survive until all registered students already on the programmes listed in the attached Schedules at the date of termination have completed their course of study at the University and the Partner:
- a) Both Parties shall perform in full their obligations under this Agreement.
 - b) Both Parties shall make every reasonable effort to support the existing cohort of students.

- 5.5 In the event of this Agreement being terminated by either Party students already studying at the Partner will qualify for consideration for progression provided they are suitably qualified at the end of their programme of study at the Partner, however the University reserves the right to offer reasonable alternative programmes of study to those programmes listed in the Schedule if such programmes can no longer be offered.

6. GENERAL

- 6.1 This Agreement does not create any right to enforce for any person not a Party to it except a person who is a successor to or assignee to either Party is deemed to be a Party under this Agreement. This Agreement may be rescinded or varied without the consent of or the need to give notice to any person not a Party to it.
- 6.2 This Agreement, and any Schedule identified within this Agreement constitutes the entire written agreement between the Parties, supersedes any similar agreement, whether oral or in writing as may exist between the Parties in respect of the subject matter of this Agreement, and may only be modified in written amendment signed by the Parties.
- 6.3 Both Parties agree that in the performance of this Agreement, they will not discriminate unlawfully against any person on the basis of race, colour, national origin, religion, sex, sexual orientation or disability and shall take all reasonable measures to ensure that there are no forms of slavery, servitude, trafficking of people or forced or compulsory labour in their direct and indirect supply chains.
- 6.4 In undertaking their respective obligations under this Agreement, the Parties will ensure that any and all personal data will be handled, stored and transmitted in compliance with all the relevant UK privacy legislation.
- 6.5 Neither Party shall be liable for any failure to perform in accordance with the requirements of this Agreement where such failure is due to circumstances outside of the reasonable control of the Party so affected.
- 6.6 This Agreement will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

7. AUTHORISATION

Agreement to the conditions set out in this Agreement and its Schedule is hereby given:

Signed:

Date:

President and Vice-Chancellor or Pro Vice-Chancellor (International) or other duly authorised person for and on behalf of Cardiff Metropolitan University

Signed:

Date:

Signed:

Date:

Position: *(insert designation)* duly authorised for and on behalf of *(insert full name of the Partner)*

PROGRESSION AGREEMENT BETWEEN CARDIFF METROPOLITAN UNIVERSITY AND *(insert Partner's Name)*

SCHEDULE

| Partner's Programmes | University Programmes |
|----------------------|-----------------------|
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1. Maximum numbers of students p/a (subject to availability)
2. Entry conditions
 - Entry conditions are the successful completion of the relevant programme listed above at the partner with a minimum overall mark of *(insert)*, meeting the entry conditions of the University's programme listed above and
 - *insert any other conditions of entry, e.g. levels of proficiency in the English language*