

**PARTNERSHIP AGREEMENT**

**BETWEEN**

**UNIVERSITY OF WORCESTER**

**AND**

**[NAME OF PARTNER INSTITUTION]**

**DATE**

## **1. Commencement and Duration of Agreement**

- 1.1 This agreement is dated the XXXXXX between
- i. University of Worcester ('The University') of Henwick Grove, Worcester, WR26AJ
  - ii. Partner name and address ('The Partner')
- 1.2 The duration of this agreement is five years in the first instance.
- 1.3 This agreement replaces all previous agreements relating to the Partnership which are hereby declared null and void.

## **2. Scope of This Agreement**

- 2.1 This document records an agreement between The University of Worcester and The Partner to develop an institutional relationship whereby the two parties recognise each other as Partner Institutions. The relationship is seen as being of benefit to both institutions and to their students.
- 2.2 This agreement recognises both parties as independent institutions.

## **3. Aims of The Partnership**

- 3.1 The aims of The Partnership are consistent with The University's Strategic Plan and with the aims of The Partner:
- To widen and increase access to Further, Higher and Continuing Education
  - [To meet an identified regional need for Higher Education](#)
  - To enhance the learning opportunities and student experience for students from both institutions
  - To provide greater opportunities for students to pursue flexible programmes of study
  - To develop a partnership leading to shared and integrated course developments
  - To identify progression routes between academic programmes delivered at The Partner and The University
  - To provide high quality educational and training provision which builds on the strength of both partners ( and allows development in allied areas)
  - To provide developmental, scholarly and research opportunities for staff and to benefit from complementary areas of expertise.

## **4. Status of the Agreement**

- 4.1 It is agreed by The University and The Partner that this Agreement is legally binding and that a breach of the Agreement by either party may lead to its termination under clause 22.
- 4.2 Prior to the production of this Agreement, both parties have exchanged a range of information about their respective institutions which, in signing this Agreement, they confirm to be accurate. Where any changes to this disclosed information affects the terms of The Partnership or any subsequent delivery of educational provision, each party undertakes to immediately inform the other party and to agree amendments to this Agreement to reflect such changes.
- 4.3 It is acknowledged that The University and The Partner may enter into other agreements with Further Education, Higher Education, and other educational and training institutions and that this Agreement is not intended to be an exclusive arrangement.
- 4.4 The Agreement enacts the approval by The University for The Partner to run, deliver collaboratively and/or support programmes leading to awards of The University under the terms of this agreement and the associated Course Agreement.
- 4.5 It is confirmed under the terms of this Agreement that any collaborative provision approved and awarded by The University will not be offered elsewhere by The Partner in any 'serial arrangement'.

## **5. Scope of Educational Provision**

- 5.1 The educational provision developed through this partnership may include the following:
- 5.2 Articulation Agreement: a partnership arrangement which recognises and grants guaranteed admission with advanced standing to a UW award from a programme undertaken at an approved partner organisation.
- 5.3 Validation: a partnership arrangement whereby a programme owned, developed and delivered either in its entirety by one or more partners, or jointly with The University, is validated as leading to a UW award.
- 5.4 Joint Awards: a programme delivered by The University together with one or more degree-awarding institutions, leading to a single award made jointly by both or all partners.
- 5.5 Dual awards: the University, with one or more partner institutions, together provide a jointly delivered programme leading to separate awards being granted by both, or all, of them.
- 5.6 Franchise: a partnership arrangement whereby a course or part of a course owned, developed and delivered by The University is also delivered by one or more partners.
- 5.7 Off-site Delivery (including Flying Faculty): UW credit-bearing modules or courses delivered by University staff outside University premises in conjunction with a partner who provides premises and equipment, learning resources, and/or student or administrative support that is integral to the student learning experience.

## **6. Principles governing the delivery of programmes at or by The Partner leading to University awards and/or credit**

- 6.1 These principles apply to all provision defined under clause 5 above.
- 6.2 Each programme of study leading to an Award and/or credit of The University will be the subject of a separate Course Agreement which will be appended to this Partnership Agreement.
- 6.3 The University will provide to The Partner all policy and procedural documentation governing the development and delivery of its programmes and undertakes to provide updated versions of these as and when they are produced.
- 6.4 The Partner will draw to the attention of students enrolled with The Partner on programmes leading to awards and/or credit of The University all relevant documentation relating to their programmes and inform them of the nature of the contract between the two institutions.
- 6.5 Each programme approved by The University to be offered by or at The Partner will be managed on behalf of The University by the appropriate University Institute which will provide advice and guidance on all matters regarding the development, operation and delivery and quality management of the programme.

## **7. Quality Assurance**

- 7.1 The University is ultimately responsible for the quality assurance of any programmes leading to Awards or Credits of The University. The Partner shall adhere to The University's quality assurance and enhancement procedures, to co-operate with The University in meeting the requirements of the Quality Assurance Agency and assume daily responsibility for quality management.
- 7.2 The University's Quality Assurance and Enhancement procedures are set down in the Quality Assurance Handbook, which is the term applied to the information and guidance located under the QA&E Processes section of the Academic Quality Unit's website, and have the following constituent principles:
- All programmes must be approved by The University in accordance with University procedure and all conditions arising from the course approval process must have been met before the start of the programme.
  - Any specific arrangements for quality assurance will be agreed at course approval and set down in the Course Agreement. This Course Agreement will also specify the individuals at The Partner responsible for producing QA information.
  - Any changes to the terms of course approval must be approved by The University.
  - All programmes will be subject to the monitoring and review processes articulated in the Quality Assurance Handbook and The Partner will produce at the appropriate times the documentation for these processes.

- All programmes must be designed and offered in a way consistent with the QAA Code of Practice and with the requirements of any professional body.
- 7.3 Detailed arrangements for the quality management of collaborative provision will be set out in the Course Agreement, including any programme specific arrangements agreed at course approval.
- 8. Assessment**
- 8.1 Students will be subject to The University's Assessment Regulations, including those relating to late and non-submission of work, mitigating circumstances, cheating and appeals (see section 10 below) and failure and re-assessment unless agreed otherwise at course approval.
- 8.2 Assessment requirements for students registered for the programme shall be as determined at course approval, and shall be the responsibility of the Board of Examiners. Any changes to assessment of students shall be approved in advance of the commencement of the relevant module by The University according to the procedures set out in University's Quality Assurance Handbook
- 8.3 Detailed arrangements for the assessment of collaborative provision will be set out in the Course Agreement, including any programme specific arrangements agreed at course approval.
- 9. Staffing**
- 9.1 All Partner employees teaching University approved programmes must be approved either by The University at course approval or by The University Head of Institute prior to the commencement of teaching duties.
- 9.2 All partner staff teaching on University approved programmes will become University Registered Lecturers through the agreed University process for granting this status. University Registered Lecturer Status provides access to Blackboard, a UW IT account and Athens. Staff administering and managing University approved provision are eligible for University Registered Administrator/HE Manager Status which provides access to Blackboard and a UW IT account. Registration for higher degree study may be available for University Registered Lecturers at 50% of the normal fee. Neither Registered Lecturer nor Registered Administrator/HE Manager Status confers employment status with The University.
- 9.3 The Partner will enable staff contributing to the delivery of any programme to engage in scholarly activity and to attend relevant staff development sessions at The University and/or elsewhere; to support the sharing of good practice and the development of expertise in Higher Education.
- 10. Student Complaints, Appeals and Student Discipline**
- 10.1 Any complaint received by The University relating in whole or in part to the provision covered by any associated Course Agreement will be subject to The University's Student Complaints Procedures available from The University's website.
- 10.2 The University will decline absolutely to deal with any complaint against a Partner unless the internal procedures of that institution have been fully exhausted and the procedures of any professional accrediting body have likewise been fully exhausted. Once internal procedures have been exhausted the student will have the right to enter the University's Complaint procedure at stage 2.
- 10.3 It is the Partner's responsibility to inform the University immediately of any formal complaints received relating to University validated provision. If the University receives information in writing that may be taken as raising serious issues regarding the quality or standards of a course delivered by a partner, this should be brought to the attention of the Head of Institute and the Head of Collaborative Programmes.
- 10.4 The University reserves the right, in circumstances where there is serious cause for concern about a partner's ability to effectively manage the quality of a programme, for arrangements to be made for an appropriate member of the University to meet with students to obtain feedback.

- 10.5 The University will decline absolutely to deal with any complaint against a Partner if legal proceedings have been commenced in relation to that complaint, and will continue to so decline until legal proceedings have been fully ended.
- 10.6 A student wishing to appeal against the outcome of an assessment board must do so in accordance with the Appeal Procedures of The University.
- 10.7 Where the internal procedures of The Partner and The University have been completed, and where the complaint or appeal relates to provision which is under the control of The University, or where The Partner is a UK Higher Education establishment, the student may refer the complaint or appeal to the Office of the Independent Adjudicator, within 3 months of the date of the "completion of procedures letter" issued to the student by The University.
- 10.8 A student wishing to submit a claim of mitigating circumstances must do so in accordance with The University's procedures for the consideration of claims of mitigating circumstances.

## **11. Partnership Development and Planning**

- 11.1 There will be at least an annual meeting between senior members of the University (or in the case of small partnerships, senior members of the relevant University Institute) and senior members of The Partner to review the partnership and its future development.

## **12. Financial Arrangements**

- 12.1 The financial arrangements to be made between The University and The Partner will be included in the Course Agreement drawn up for each programme delivered in partnership. Target setting and specific funds allocated will be identified on a yearly basis and confirmed by The University in writing.
- 12.2 For other services provided by one party to the other, a financial arrangement will be negotiated separately.

## **13. Publicity and Marketing**

- 13.1 The University and The Partner agree to use all reasonable endeavours to promote the reputation of the other and, in particular, to promote the collaborative provision and activities developed through this Agreement.
- 13.2 External advertising and publicity (including web-based marketing), relating to the programmes developed under this Agreement will be jointly agreed between The University and The Partner. All marketing and publicity material produced by The Partner will be subject to approval in line with the University's policy on marketing and publicity prior to dissemination.
- 13.3 No trademarks, logotypes, kite marks, symbols or other emblems owned or awarded by the University may be used by The Partner on any advertising without prior written permission from The University.
- 13.4 Equally no trademarks, logotypes, kite marks, symbols or other emblems owned or awarded by The Partner may be used by The University on any advertising without prior written permission from The Partner.

## **14. Intellectual Property Rights and Copyright**

- 14.1 Copyright in all processes and systems relating to the award of credit and to University awards will remain with The University and must not be used in any other context without permission.
- 14.2 All intellectual property rights including copyright of teaching materials developed for programmes delivered through The Partnership will remain the property of the party responsible for their development. In the case of joint courses, intellectual property rights will be jointly held for the duration of the related Course Agreement and must not be used by either party in any other context without permission.

- 14.3 In the event of the Partnership Agreement being terminated, intellectual property rights for all teaching materials will revert to the party responsible for their development. The award will remain the property of The University.
- 14.4 In signing this Agreement, approval is hereby given by The Partner and The University for appropriate institutional and programme information to be available for public access via the Internet as required by the QAA, HEFCE and other similar national organisations.

15. **Data Protection**

- 15.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the University is the Data Controller and that the Partner is the Data Processor.
- 15.2 The Partner shall:
- 15.2.1 process the Personal Data only in accordance with instructions from the University;
- 15.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
- 15.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- 15.2.4 take all necessary steps to ensure that its employees who have access to the Personal Data have undergone training in relation to the handling of Personal Data;
- 15.2.5 not transfer the Personal Data to any third party without the prior written consent of the University;
- 15.2.6 ensure that all personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;
- 15.2.7 ensure that none of the personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the University;
- 15.2.8 notify the University (within [five] Working Days), if it receives:
- 15.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
- 15.2.8.2 a complaint or request relating to the University's obligations under the Data Protection Act;
- 15.2.9 provide the University with full co-operation and assistance in relation to any complaint or request made, including by:
- 15.2.9.1 providing the University with full details of the complaint or request;
- 15.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Act and in accordance with the University's instructions;
- 15.2.9.3 providing the University with any Personal Data it holds in relation to a Data Subject (within the timescales required by the University); and
- 15.2.9.4 providing the University with any information requested by the University;
- 15.2.10 not process or transfer Personal Data outside the European Economic Area without the prior written consent of the University.
- 15.3 The Partner shall comply at all times with the Data Protection Act and shall not perform its obligations under this Agreement in such a way as to cause the University to breach any of its applicable obligations under the Data Protection Act.

16. **Freedom of Information**

- 16.1 The Partner acknowledges that the University is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the University (at the Partner's expense) to enable the University to comply with these Information disclosure requirements.
- 16.2 The Partner shall:
- 16.2.1 Transfer the Request for Information to the University as soon as practicable after receipt and in any event within three days of receiving a Request for Information;
- 16.2.2 Provide the University with a copy of all Information in its possession or power in the form that the University requires within seven days (or such other period as the University may specify) of the University requesting that Information; and
- 16.2.3 Provide all necessary assistance as reasonably requested by the University to enable the University to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.
- 16.3 The Partner shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the University to inspect such records as requested from time to time in accordance with clause 16.1.
- 16.4 The Partner acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the University may nevertheless be obliged to disclose Confidential Information in accordance with clause 16.1

17. **Confidentiality**

- 17.1 Each party will keep secret and confidential any and all Confidential Information belonging to the other party disclosed as a result of the relationship of the parties under this Agreement and will not use nor disclose the same save as envisaged in this Agreement.
- 17.2 Each party will ensure that its officers, employees, servants and agents comply with the provision of clause 17.1.
- 17.3 The provision of clause 17.1 will survive any termination of this Agreement.

18 **General Rights and Liabilities**

- 18.1 The Partner may not assign, transfer or charge its rights and liabilities under this Agreement without the prior written consent of the University.
- 18.2 The Partner may not sub-contract any or all of its rights and obligations under this Agreement without the prior written consent of the University. Notwithstanding that consent has been given it shall not relieve the Partner of its obligations under this Agreement and the Partner shall be responsible for the acts, omissions, defaults and/or negligence of any sub-contractor, its agents, servants or employees as fully as if they were the acts, omissions, defaults and/or negligence of the Partner.
- 18.3 This Agreement sets out the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto and may not be modified except by an instrument in writing duly signed by the authorised representatives of the parties.

19. **Limitation/Exclusion of Liability/Insurance**

- 19.1 The Partner undertakes to indemnify The University for any liability o a maximum of £10,000,000 per claim or series of connected claims arising from any one cause, which arises from The Partner's negligent actions or omissions falling upon The University to include failure to adequately deliver the course to a sufficient quality, failure to administer the course, disclosure of confidential information and/or infringement of intellectual rights. Similarly, The University undertakes to indemnify The Partner for any liability, to a maximum of £10,000,000 per claim or series of connected claims arising from any one cause, which arises from The

University's negligent actions or omissions falling upon The Partner to include loss or damage to the partner's property. For the avoidance of doubt this indemnity operates to the extent that the loss arises out of the indemnifying party's negligence.

- 19.2 The amount of the indemnity in clause 19.1 is the total amount of the liability of either party to the other whether in contract or tort including negligence and/or for breach of statutory duty. This agreement does not exclude the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 19.3 Both partners shall carry and maintain appropriate insurances with a reputable insurer (or such other provider as is required by local law of the country where the Programme is being delivered) as detailed in clause 19.4 this should include a limit of £10,000,000 for Employers Liability and £5,000,000 for Public/Product liability. Each party will carry property damage and business interruption insurance to protect its own interests and cover its liability arising under this agreement.
- 19.4 Both Partners shall maintain the following valid insurances and any additional insurances the University deems appropriate;
- 19.4.1 Employers Liability (Workers compensation)
- 19.4.2 Public/Products Liability (General or Civil Liability)
- 19.4.3 Professional Indemnity
- 19.4.4 Business Travel Cover (where applicable)
- 19.4.5 Medical indemnity (where applicable)
- 19.4.6 Such other insurance as may be required by law.
- 19.5 Each party shall on request supply to the other copies of such insurance policies and evidence that the relevant premiums have been paid.

## 20. **Anti-Bribery**

- 20.1 The Partner shall:
- 20.1.2 Comply with all Relevant Requirements;
- 20.1.3 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

## 21. **Date of Review**

- 21.1 The University will review The Partnership in the fifth year of its operation in accordance with the process set out in the Quality Assurance Handbook. The review for this Partnership will be completed by [Month 20XX](#). If re-approved, an updated Agreement will be issued, normally for a further five year period.

## 22. **Termination**

- 22.1 After the first year of operation, either party may withdraw from this Agreement by giving the other party one academic year's notice (the period September to June being deemed to be an academic year for these purposes) in writing of the termination of the Agreement, subject to proper arrangements being made and agreed by both parties for the completion of programmes then underway. Notice of termination shall be addressed to the Vice Chancellor of The University or the Chief Executive or equivalent of The Partner.
- 22.2 In the event of a breach by either party of the terms of this Agreement (see Clause 3 above), the University or The Partner may give immediate notice of its intention to terminate the Agreement and will negotiate with the other party proper arrangements for the completion of programmes under way. Prior to taking such action, the party concerned will investigate the breach with the other party to ascertain whether the situation can be remedied.



- 22.3 Should either party to this Agreement be prevented by circumstances beyond its control from fulfilling its obligations, this Agreement may be suspended by the mutual consent of both parties, subject to proper arrangements being made for the completion by students of programmes on which they are enrolled. These arrangements will be confirmed by exchange of letters between the signatories to this Agreement, or their appointed successors and recorded in accordance with the relevant procedures of The University. Should the circumstances which led to the suspension of the Agreement persist and be considered sufficient to continue to frustrate the operation of the Agreement, the Agreement will be terminated subject, as above, to proper arrangements being made for the completion by students of the programmes on which they are enrolled. The financial arrangements required to enable the students to complete their programme of study will be mutually agreed within the funding available to the parties to this agreement.
- 22.4 Notification to terminate this Agreement by either party, will result in the immediate review by The University of any annexed Course Agreements.

### **23 Disputes**

- 23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England
- 23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate form.
- 23.3 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. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation.
- 23.4 In the event that the matter cannot be resolved by negotiation or mediation as set out above, the parties agree to resolve the matter by the courts of England and Wales as set out in clause 23.2.

**Agreed on behalf of [NAME OF PARTNER  
INSTITUTION]**

**Agreed on behalf of The University of  
Worcester**

**NAME OF PRINCIPAL/CHIEF EXECUTIVE]  
[POSTHOLDER'S TITLE]**

**John Ryan MBE  
University Secretary and Pro Vice Chancellor  
(Students)**

**Date**

**Date**