#


# MEMORANDUM OF AGREEMENT - JOINT DELIVERY

**Name of partner(s):**

**Country:**

**Qualification and title:** *e.g. BA (Hons) Dummy Studies*

**University of Nottingham Campuses included in agreement: Nottingham/Malaysia/China (delete as appropriate)**

This **AGREEMENT** is made:

BETWEEN

**THE UNIVERSITY OF NOTTINGHAM,** a University established and existing under the Laws of the United Kingdom, and having its principal office at Trent Building, University Park, Nottingham, NG7 2RD, United Kingdom;

hereinafter referred to as “the University”.

And

**Name of Partner,** *please give details of the partner’s standing and the address of its principal office.*

hereinafter referred to as “the Partner”.

*If applicable, more than one partner may be listed.*

This agreement shall be subject to English law and the jurisdiction of the English Courts.

**1. *QUALIFICATION AND TITLE OF AWARD***

This is an agreement between the University of Nottingham and *[Partner]* between whom it is proposed that a partnership be established for the presentation of the joint degree/dual degree (delete as appropriate) agreement of *Qualification and title of proposed course* (hereafter known as “the Programme”). The University of Nottingham and [Partner] come together and *hold joint ownership of the Programme with the awards being in their joint names /dual ownership of the Programme with the awards being in each of their names (Delete as appropriate).*

This agreement is specifically limited to the Programme. Any further programme will be subject to a further agreement. The University of Nottingham will not support any serial arrangements (whereby the partner organisation offers the approved collaborative provision, or assigns delegated powers, elsewhere through an arrangement of its own). The agreement confirms the rights and obligations of both the University of Nottingham and [Partner] covering both the relationship of the University of Nottingham and [Partner] and aspects of the relationship relating to the Programme in the following areas.

**2. PROGRAMME AND DURATION OF STUDY**

*Give the date of commencement of the course (i.e. the date of registration of the first cohort of students), the period of study at each institution, the resulting award (specify U of N award, Joint award), whether the course is to be offered full-time, part-time, distance learning etc. State where and how the programme will be delivered.*

The academic content of the Programme will be detailed in a Programme Specification which will be subject to the approval of the relevant bodies at both the University and [Partner] (*Please remove this statement if there is no Programme Specification required, i.e. for research degrees).*

The language of study and assessmentwill be English. *(Management Board has stated that the language of study will be English for all collaborations involving the University of Nottingham)*

*Specify each partner’s contribution to the design of the programme and how this will be carried out.*

3. MANAGEMENT OF PROGRAMME

The programme forming this agreement falls within the remit of the School of XXX at the University of Nottingham. The agreement relates to the [UK/China/Malaysia] campus(es) of the University of Nottingham.

The contact details for the key personnel at both institutions are included at Annex 1.

The Parties may choose to establish a Steering Committee which would have overall responsibility for:

* the proper functioning of the Programme;
* co-ordinating the planning and delivery of the Programme;

The Parties agree that the Senate of each of the Parties shall retain final authority to consider, approve, amend or reject:

* any Major Amendments to the Programme including discontinuation of the Programme, during the term of this Agreement; and
* the introduction of any new programme.

The academic regulations and the detailed procedures for the approval, monitoring and review of a Programme shall be as provided for in the [*two options to be considered select first one if Institution is not the Lead Organisation, second option if Institution is Lead Organisation] [Policies and Regulations] or [the Policies and Regulations and Nottingham’s statutes and ordinances*] (as applicable) or as otherwise agreed in writing between the Parties from time to time.

*State how the Programme will be managed to ensure maintenance of quality and standards, including the appointment of and roles/responsibilities of Course Director(s) or equivalent*

*If necessary state that any accrediting bodies will be consulted/informed of any changes to the course. State in what circumstances and how this would be done.*

4. RECRUITMENT AND ADMISSION

*State the initial and target students numbers.*

*Describe the target market.*

*State any limits to the number of students that may be admitted by either the University or the Partner.*

Admissions standards and eligibility shall be in accordance with the University of Nottingham Admissions Policy including the University's minimum English language requirements. The University reserves the right to make final decisions concerning admissions and recruitment.

*Describe the process for admission. State who is responsible for the processing of applications.*

*Outline the criteria for admission and the English language requirements*

Each Institution shall approve copies of any publicity and promotional Material produced by its Partner in relation to the Programme. Neither Institution will use the name or logo of the other in any form of publicity without the written permission of the other. The University of Nottingham name and logo remain the property of the University.

5. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS

*Outline how students will be registered (and with whom) and who will be responsible for the accuracy of student records and the issuance of transcripts and certificates at the partner and at University of Nottingham.*

*If the Partner is a UK HEI please state:*

*- Which institution will be returning the students in the HESES and HESA returns*

*- Whether all students will need to be registered on SATURN*

6. RULES AND REGULATIONS

Students shall be subject to the regulations of the University at which they are registered for attendance, as available from that Institution.

The course specific regulations and requirements are be laid out in the Programme Specification\* for this Programme. *\*If this is a research course, any course specific regulations and requirements should be detailed in a Student Handbook.*

Students will receive a Student Handbook which has been approved by both parties.

Each University will issue site-specific regulations covering such things as Health and Safety, to which the students must adhere.

7. LEARNING ENVIRONMENT AND INFRASTRUCTURE

The University of Nottingham requires that the student is offered a comparable learning experience at [Partner]. *The Partner Institution* agrees to take responsibility to ensure that the Learning Environment and Infrastructure meets this criterion by providing resources as mutually agreed and stated below:

*Briefly outline:*

*What student welfare and support systems will be in operation*

*What facilities are available in teaching rooms*

*What level of technical support is available for courses which depend on IT*

*What study areas are available for students on the course*

*How students will be informed of any extra costs associated with the programme*

*How dissertation supervision will be organised*

Both the University and [Partner]confirm that all policies, procedures and activities, will ensure that disabled students' are able to participate in all aspects of the academic and social life of the University and [Partner]

All staff engaged in the delivery or support of the Programme shall be properly qualified for their role. The University of Nottingham and the [Partner]shall ensure that adequate systems are in place for staff recruitment and staff development.

8. ASSESSMENT AND STUDENT PROGRESSION

Results are to be ratified by an examination board in accordance with the University’s Quality Manual.

## Assessment and progression

Taught modules will be assessed as detailed in the Catalogue of Modules in each Institution.

Assessment, reassessment, progression and awards shall be in accordance with the University of Nottingham policies and regulations and those outlined in the Programme Specification.

*Outline how advice will be provided to students on the expectations places on them in terms of assessment*

*Outline the arrangements for the provision of academic advice and feedback to students*

*Outline the systems that are in place to ensure that students obtain appropriate feedback and interaction with assessors if required. Give details of how and what information will be provided to students on their progress.*

**Complaints, Appeals and Offences**

Complaints and appeals shall be dealt with in accordance with the relevant institution’s Complaints and Appeals Policy and Procedure. The University of Nottingham and the [Partner]shall ensure that such information is available to students.

Students shall be subject to the University of Nottingham Academic Offences Policy and Procedure. The University and [Partner]shall ensure that all members of staff involved in the delivery of or support for the Programme are fully aware of the University of Nottingham definitions of what constitutes an Academic Offence and the Academic Offences Policy and Procedure.

**9. GRADUATION**

The awarding institution, shall have sole responsibility for awarding certificates and transcripts, and for arranging and financing graduation ceremonies, relating to the Programme. *Give details of which institution will be the awarding institution and how this is decided (if joint course). Where will the students graduate? Provide details of the award and the certificate to be awarded to graduates.*

It is anticipated that the first registered students may graduate as early as *Date for first graduations*.

## 10. THE APPOINTMENT & ROLE OF EXTERNAL EXAMINERS

The appointment and role of the External Examiner(s) shall be in accordance with the University of Nottingham policy for External Examiners. The Course Director(s) shall be responsible for ensuring the University appoints the external examiner on the School’s recommendation.

*Outline how arrangements for external examining will be coordinated with the partner institution, including the consideration and response to reports.*

**11. QUALITY ASSURANCE**

The Programme will be subject to the normal quality assurance policies and procedures as laid out in the Quality Manual, which the University reserves the right to amend from time to time. [Partner]will be informed of any significant, pertinent amendments.

To inform this process the University of Nottingham requires the [Partner]to provide on request appropriate information about the conduct of the Programme including staff and student matters.

**12. INTELLECTUAL PROPERTY RIGHTS**

The establishment of IPR relating to academic content would remain with the University responsible for delivery of that module. Where existing copyright material is used, this must be acknowledged. Delivering institutions shall be responsible for obtaining the necessary third party authorisation.

All agreements between companies and universities in matters relating to project work must take account of the (the universities) regulations concerning the availability of final thesis for examination purposes.

Agreements must be drawn up between companies and the Universities in respect of IPR arising from a project. Such agreements would take into account the student, the university and the company itself. Also within the agreement a statement must be made about opportunities for publication arising from the work in the project. Any secrecy clause must not conflict with the regulations of the supervising University.

**13. FINANCIAL ARRANGEMENTS**

*Outline Full costings for the provision, to include fees and when they are due and in which currency.*

*[Schools should note that Joint degrees will require certificate paper with both the UoN crest and that of the partner(s). The school is responsible for bearing the costs of this, and should contact the Assessment Office to find out how much this will cost and to make arrangements for getting them printed.]*

*When is fee payment due and in what form? e.g. will students pay in own currency to the partner, then the (partner institution)will be liable to pay full amount in Pound Sterling to University of Nottingham (the University always invoices in Pound Sterling).*

 *Outline who has financial responsibility for each area:*

 *Publicity
Fees (if applicable)*

*Any scholarships*

*Other costs associated with the course*

*State any transfers of money between the University and the Partner that form part of the arrangement, how these are calculated and when such transfers should take place.*

*Also state how students participating in the course will be funded.*

**14.** **LEGAL JURISDICTION**

This agreement shall be subject to the laws of England. While both parties agree, where possible, to resolve any dispute without reference to the courts, where necessary any dispute shall be subject to the exclusive jurisdiction of the English courts. Both parties agree not to divulge the details of any dispute to a third party (other than legal representatives).

[Partner] acknowledges that the University of Nottingham is subject to all applicable UK legislation including, but not exclusively, the Freedom of Information Act 2000 and the Data Protection Act 1998. In compliance with this legislation the University of Nottingham may be required to release information related to this agreement and the programme(s) related to this agreement to a third party.

**15. INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or wilful misconduct of the indemnifying party, except to the extent resulting from the negligence or wilful misconduct of the other party.

**16. FORCE MAJEURE**

No Party shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

**17. EQUAL OPPORTUNITIES**

**[Partner] acknowledges that as required by the Equality Act 2010 the University of Nottingham shall not discriminate against any person connected to this agreement or the programmes that form this agreement.  Both Parties acknowledge and accept that the University of Nottingham is subject to relevant UK legislation relating to equality and that [Partner] is subject to relevant legislation in [Partner Country] as may be amended from time to time**

**18. SUSPENSION TO AND WITHDRAWAL FROM THE PROGRAMME**

The University of Nottingham reserves the right to withdraw from the programme if [Partner]fails to fulfil the stated obligations.

Should either of the Partners wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. Nevertheless both partners are committed to ensuring to students still registered on the programme such provision and support as specified in this agreement. The termination of the agreement must not compromise the possibility for students remaining on the programme to complete their studies in a manner comparable to that of the previous cohorts.

The University of Nottingham and [Partner] have an obligation to fulfil their commitment to enrolled students.

Upon termination of this agreement all promotion of the programme shall cease, no new students shall be admitted to the programme and any outstanding monies owed by either party to the other shall become immediately payable. All property, including intellectual property, belong to a party and held by the other party shall be returned upon request.

**19. DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS**

The agreement is established for an initial period of *(maximum of 6)* years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal.

Either party may withdraw from this agreement by providing written notice – by recorded delivery - of at least one year to the other party. Upon termination of this agreement any student who has already received an offer from the University of Nottingham will be accepted onto the programme.

Agreed on Behalf of [Partner] Date (DD/MM/YY)

SIGNED

PRINT NAME

PRINT TITLE

Agreed on Behalf of The University of Nottingham Date (DD/MM/YY)

SIGNED

PRINT NAME

PRINT TITLE

(Member of Management Board)

**ANNEX 1**

**Contact Details**

|  |  |
| --- | --- |
| **University of Nottingham** | **[*Other Party]*** |
| School:Key contact and role:Address: | School:Key contact and role:Address: |
| Telephone:Fax: | Telephone:Fax: |
| Email:Website: | Email:Website: |
| Contact Name: | Contact Name: |