



# THE UNIVERSITY OF EDINBURGH COLLABORATIVE PROGRAMMES GUIDANCE: UNDERGRADUATE AND TAUGHT POSTGRADUATE PROGRAMMES

## 1.0 INTRODUCTION

This guidance covers taught collaborations involving the University of Edinburgh (UoE), at both undergraduate and post-graduate level, and within Scotland, the UK and abroad.

For the purposes of this guidance we mean programmes that lead to a joint academic award of the University, such as a Masters or undergraduate award. We do not mean collaborations of a different kind such as a shared research agreement, visiting PGR programme, or service teaching.

There are a variety of categories of collaborative arrangements, including accreditation, articulation, franchising, joint programmes, Split Site PhDs, consortium agreements, Erasmus Mundus, award of credit and validation.

This guidance first sets out the process for reaching sign-off of a collaborative agreement, then looks at the detail of what should be included in the final agreement.

Annex 1 is an example of one of the University's collaborative Memorandum of Agreements.

## 2.0 PROCESS

### Stage 1: Strategic agreement

1. The [strategic guidance](#) on collaborative provision states that prospective partners must be endorsed by the University. (In the case of International Partnerships you should also follow the [Global Partnerships Protocol](#)).
2. Once you have had a prospective collaborative partner endorsed in this way, further development work will be undertaken at a School and College level.

### Stage 2: Development

3. There are two strands to the development of a collaborative programme: academic and business. These strands should be developed concurrently. These developments will help form the basis of the final signed agreement, so drafting of the agreement should form part of this process. Further guidance on drafting agreements is set out later in this document.

#### Academic

4. Schools are responsible for developing programme proposals. This might be initiated in tandem with stage one.
5. Collaborative programme proposals will go through the same approval process as proposals for programmes to be taught solely by the University. This will include School Board of Study approval, College Board of Study approval, and approval by other relevant committees as appropriate, for example PG studies committees.
6. Programmes will also go to the Curriculum and Student Progression Committee of the University (CSPC) for noting.

#### Business

7. Colleges and Schools will have processes for defining whether a new programme is viable, and collaborative programmes should be no exception to such considerations.
8. In terms of tuition fees, there are two areas that must be considered: level of fees set and split.
9. The split of tuition fees is important as this is the normal method of splitting income between collaborative partners. This must be negotiated before fee levels are agreed, and before a programme is approved academically. Further information on this can be found in the *financial arrangements* section of the guidance below.
10. The level of fees will depend on many factors, including costs, market issues, and partners' views. For PGT programmes, the University has a fee spine on which all programmes should sit (<http://www.ed.ac.uk/schools-departments/governance-strategic-planning/governance/university-committees/othercommitteesandgroups/fees-strategy-group/fee-policy-pgt-spine>).

11. Any proposal for non-standard tuition fees must go to the Fees Strategy Group for recommendation to Central Management Group for approval.

### **Stage 3: Sign-off**

12. Governance and Strategic Planning (GaSP) staff should be consulted for any queries or advice on the agreement (taking into account the guidance below), including reporting and financial requirements.

GaSP should agree the final copy of agreements before they are signed and will then pass to the relevant signatory.

The approved Delegated Authorisation Scheduled (DAS) states in sections 4.6 and 16.3 that authority had been delegated to the Principal to approve and sign off on behalf of the University any agreements and arrangements relating to the education and learning of undergraduate, postgraduate taught or postgraduate research students including those with an international character

13. Once a MOU and/or MOA has been signed, you must ensure that Governance and Strategic Planning and Academic Registry have copies of the agreement for their records, and to ensure the agreement is included in the central collaboration repository.
14. If the University of Edinburgh is not the lead institution then a different process might be required in terms of negotiating the MOA. The College and GaSP should be involved in this process at an early stage, rather than when a final draft agreement is ready for approval.

### **3.0 GUIDANCE ON AGREEMENTS**

Agreements for different types of programme might involve different processes but for undergraduate and taught post-graduate programmes a single agreement can cover multiple cohorts of students.

#### **Memorandum of Understanding (MOU) and Memorandum of Agreement (MOA)**

The formal written part of a collaborative agreement consists of a MOU and/or MOA. At the UoE:

- ⇒ MOUs are statements of intent which outline the University's intention to collaborate in the future with one or more partner institutions. An MoU is normally not a contractual commitment, but signifies an intention to strengthen ties between the institutions which might lead in future to the establishment of one or more partnership agreements for exchange purposes, academic co-operation or the delivery of a UoE joint award.
- ⇒ MOAs are the formal agreements between collaborating parties to deliver an award either wholly or jointly in the University of Edinburgh's name. A MOA outlines the detailed roles and responsibilities of each partner institution and is a legally binding document. All collaborative arrangements leading to an award either wholly or jointly in the University's name must be underpinned by a MOA.

Please note that some international institutions may have a different understanding of these terms.

## Coverage of agreement

There are several key areas that need to be considered when drafting a new agreement. The strategic issues are dealt with at an early stage, as covered in the University's strategic policy.

As noted in the strategic policy, Due Diligence should be carried out by the College/School to satisfy itself about the good standing of the collaborative partner institution, its capacity to fulfil its designated role and its legal status to contract in law with the UoE.

Areas that should be included in an agreement leading to an award of the UoE are set out below. Examples of text to use in agreements are also included in this guidance.

Annex 1 also gives an example of one of the UoE's agreements.

## Prospective Collaborative Partners

- Who is involved in the collaboration? On whose authority has the agreement been set up?
- If the collaborative partner institution is not a University, there may be additional issues to cover, particularly in terms of areas such as academic freedom, quality, assessment, and student experience. Include local accreditations that may offer any additional information where appropriate.

## Programme/course

- What programme(s) and/or course(s) does the agreement cover?

## Time period

- How long is the agreement for?
- Give a date and process for review (recommended review at three years) or an interim review at the request of the collaborating Universities, and a date for renewal/ending (recommended initial period of five years).

### Example text:

This agreement shall come into effect on [DATE] and shall operate for three years in the first instance. The agreement may be terminated on [DATE] in any year thereafter by either institution by giving to the other not less than [X] months' written notice prior to [DATE] in the year in which the agreement shall cease to have effect as a result of such termination.

## Administration

- Who will be the lead/administering institution for the agreement? Will this change (and how will it be reviewed)?
- How will the programme appear in the institutions' prospectuses?

The lead institution will be responsible for the administration of the agreement and the course/programme; recruitment and admission of students; returning the students to Higher Education Statistics Agency (HESA); collecting tuition fees; and dealing with complaints. Statistical returns to Scottish Funding Council (SFC) are dealt with under statistics and reporting.

## Quality

<http://www.ed.ac.uk/schools-departments/academic-services/quality-unit>

- Include statements on how academic quality will be ensured.
- Are staff at the partner institution qualified for their role and how does the partner institution monitor and ensure proficiency of its staff?
- How is the quality of learning opportunities ensured for all students?
- How will the accuracy of public information be monitored?

Programmes must be approved through the normal channels within Schools and Colleges. They should also be reviewed for quality purposes in line with normal processes.

- Are any relevant local accreditations required here or at the partner institution?
- Professional, statutory and regulatory bodies, which have approved or recognised the programme, should be informed of the prospective collaborative arrangement.

## Academic issues

- Who will be in charge of the programme/course? Will this be individuals at each institution, a committee/planning group, or other arrangement?
- Have academic issues been agreed?
- Does a statement need to be included on intellectual property?
- Which institution's regulations will be followed? This would normally be the awarding institution.
- Academic Standards - These include assessment and grading issues, appeals, Boards of Studies, the composition of the Board of Examiners and the appointment of External Examiners and their guidance.

## Student services and experience

- Who will deal with admissions? (Usually the lead institution)
  - Does the collaborative partner institution have the same admissions policy as the UoE if they are the lead institution?  
<http://www.ed.ac.uk/studying/undergraduate/applications-admissions>
- Will students matriculate at both/all institutions or just one?
- What services will they have access to at each institution?
- What information must be given to students, and by whom?
- What guidance (both academic and other) will the students have and where? E.g. a Personal Tutor and/or Student Support Officer, type role. (Will this be at one institution or all?)  
[http://www.docs.sasg.ed.ac.uk/AcademicServices/Policies/Academic\\_Pastoral\\_Support\\_Standards\\_Guiding\\_Principles.pdf](http://www.docs.sasg.ed.ac.uk/AcademicServices/Policies/Academic_Pastoral_Support_Standards_Guiding_Principles.pdf)
- For overseas students – who will ensure United Kingdom Border Agency issues are dealt with properly?
- How/where will students graduate?
- Will the students become alumni of both institutions?

Academic Registry can give advice on these issues.  
<http://www.ed.ac.uk/schools-departments/registry/>

## Student Disability services

- How will adjustments and access issues be dealt with for disabled students? Will this be primarily the responsibility of the lead institution?
  - This might depend on the nature of the collaborative partner, particularly if they are not a University.
- How will this be monitored in terms of student experience and potential increased demand?

Consult the Student Disability Service if required.  
<http://www.ed.ac.uk/schools-departments/disability-office>

## Financial arrangements

It is important that the administration of the financial arrangements establish an equitable outcome between Universities.

- How much will be charged for fees and who gets what proportion (in terms of partner institutions)?
- Which institution will collect and distribute fees?
- What time of year will fee transfers be made to the partner institutions?
- Usually the lead institution will collect fees, and a transfer then made to the partner institution at an agreed level. If the UoE is the lead institution then fees will be collected by Academic Registry and administered from there. It is important that fees are dealt with by Academic Registry to ensure that central services (for example student library services) receive their share of the fees.

Academic Registry <http://www.ed.ac.uk/schools-departments/registry/> and GaSP <http://www.ed.ac.uk/schools-departments/governance-strategic-planning/home> should be consulted here. The University's Fees Strategy Group must agree all non-standard fees, for final approval by the Central Management Group. PGT programmes should be placed on our fee spine unless there are extenuating circumstances, and again these must be agreed by the University's Fees Strategy Group.

The simplest way of dividing fee income is by a percentage split according to the proportions of teaching/activity at each institution. This figure may be approximate in the first years of operation and may be adjusted at the MOA review. Some agreements set minimum amounts of income, but these are complex and much more difficult to administer, so we recommend using a percentage split.

### Example text:

The basis for the distribution between the institutions of tuition fees shall be the proportion of the programme taught by each institution and the costs of administering the programme. These shall be: lead institution – [%], partner institution – [%] and this proportion shall be irrespective of the final module selections by students.

Implementation of these arrangements shall be the responsibility of the lead institution. These arrangements will be reviewed every [NUMBER] years.

Tuition fees shall be collected by the lead institution which shall account to the partner institution for the proportion due to the partner institution.

The level of tuition fees shall be determined annually by both institutions.

All Collaborative Programmes are included in the University of Edinburgh New Planning and Resource Allocation System (NPRAS) and the NPRAS calculations are made on the fee income net of the fee transfer.

Further details at

<https://www.wiki.ed.ac.uk/display/PlanResource/NPRAS+fee+income+incentive+sch+eme>

## **Student Academic Appeals, Student Complaints and Student Discipline**

- How will student complaints be dealt with?
- Who should students contact?
- What will be the arrangements for discipline? This is normally dealt with at the institution where any incident occurs, or by the lead institution if elsewhere.
- How will appeals be dealt with? This would normally be the lead institution.

### **Example text:**

#### *Academic Appeals:*

A student who wishes to lodge an appeal against a decision made by a Board of Examiners to be reconsidered in relation to marks, progression, degree classification or degree award shall invoke the academic appeals procedure of the lead institution.

#### *Complaints*

A student who wishes to complain about any general aspect of the programme shall invoke the complaints procedure of the lead institution.

A student who wishes to complain about any specific service or facility provided by an institution shall invoke the complaints procedure of that institution.

#### *Student Discipline*

Students shall be subject to the disciplinary codes of both institutions.

When an alleged offence is committed within the precincts of one institution, the code of discipline of that institution shall apply. When the site of the alleged offence is elsewhere than within the precincts of one of the institutions, the procedures of the lead institution will apply. There will be consultation between the two Universities to ensure a consistent approach to discipline offences.

## **Useful website information on Student Academic Appeals, Student Complaints and Student Discipline**

<http://www.ed.ac.uk/schools-departments/academic-services/staff/appeals>

<http://www.ed.ac.uk/schools-departments/academic-services/staff/student-complaints>

<http://www.ed.ac.uk/schools-departments/academic-services/staff/discipline>



## Disputes

- How will disputes be resolved between the collaborating institutions?

### Example text:

#### Disputes

If any dispute arises between the Universities they will in good faith attempt to negotiate a settlement but, if unsuccessful, will in good faith attempt a resolution through an alternative dispute resolution procedure.

This agreement will be governed by the laws of Scotland. Any dispute arising from this agreement or its terms will be subject to the exclusive jurisdiction of the Scottish courts.

## Student records

The UoE must still ensure the accuracy of the student record even when it is not the lead institution.

- Will the students appear on our student records system?
- Who is responsible for updating and maintaining student records for the course/programme?
- The University should ensure that its Partners comply with UoE, or of equivalent standing, standards and legislative responsibilities in areas such as Data Protection. See web link for more information.  
<http://www.recordsmanagement.ed.ac.uk/InfoStaff/DPstaff/TransferringInformation/DataTransfers.htm>

Student Administration Services at Academic Registry should be consulted for queries here.

## Statistics and reporting

There are different rules for reporting to SFC and to HESA. How students are treated for statistical returns depends on the status of the awarding/administering institution. It is also important for statistical returns that GaSP and Academic Registry know whether or not the students will appear on the student record system.

These issues must be discussed with Deborah Cook in GaSP and Lesley Elliot in Academic Registry Student, Admissions and Curricula Systems (SACS)

## Language issues (if with an overseas institution)

<http://www.ed.ac.uk/studying/international/english/introduction>

- If the agreement is with an institution with a first language that is not English, the language of assessment should be specified in the MOA.
- There are minimum UKBA requirements for languages, which should be borne in mind when negotiating agreements which involve international institutions. Colleges may also have their own standard requirements for languages.

### **3.0 CONTACTS**

For queries about this guidance or collaborative agreements please contact Deborah Cook, Strategic Planner: [deborah.cook@ed.ac.uk](mailto:deborah.cook@ed.ac.uk), 0131 650 8104.

## ***Glossary of acronyms, definitions and terms***

**Administering University** is the university which takes the lead on the administrative aspects of a collaborative programme, e.g. recruitment, admissions, collection of tuition fees. (See Lead University)

**Awarding institution** is a university or other higher education institution empowered to award degrees, diplomas, certificates or credits by virtue of authority given to it by statute, Royal Charter, or the Privy Council, or under licence from another authorised body. In the UK, it is the institution whose academic award is the award to which a programme of study leads. There may be more than one awarding institution when a programme is a joint collaboration.

**Due Diligence** is a reasonable investigation, undertaken prior to the decision to collaborate, into the quality assurance and governance of a prospective partner university. The investigation provides the University of Edinburgh with information on the suitability of another university or institution to inform the decision to collaborate.

**Joint award** describes collaborative arrangements under which two or more awarding institutions together provide programmes leading to a single award made jointly by both or by all participants.

**Lead University** is the University which is responsible for the overall administration of the student's work and the examination process. Regarding the different nomenclatures for PhD degrees in different places, the lead University shall determine the nomenclature adopted for the jointly awarded PhD degree. The Lead University might also be known as the Administering University

**Memorandum of Understanding (MOU)** is a preliminary agreement which expresses an intention to cooperate with another organisation but does not commit the University to a specific collaborative programme. A commitment to a specific activity is the subject of a separate agreement (MOA).

**Memorandum of Agreement (MOA)** is a legally binding document between the University of Edinburgh and partner universities/institutions setting out the terms and conditions for the collaborative provision.

**Memorandum of Agreement (Accreditation by Professional, statutory and regulatory bodies (PSRBs))** is a legally binding document between the University of Edinburgh and PSRBs setting out the terms and conditions for the collaborative provision.

**Partner, or partner organisation**, is the term used to describe the institution or other body or individual with which the awarding institution enters into an agreement to collaborate. It is also used to describe an institution or other body which the awarding institution commissions to deliver aspects of an FDL programme and/or to provide learner support. It does not presuppose any particular form of legal relationship between the organisations involved.

**Professional, statutory and regulatory bodies (PSRBs)** is used to denote organisations which are authorised to accredit, approve or recognise specific programmes in the context of the requirements for professional qualification.

Some such organisations have a prescribed statutory or regulatory responsibility to accredit, approve or recognise programmes and/or to determine the academic standards and professional or vocational components of such programmes.

**Quality assurance** is the means through which an institution ensures and confirms that the conditions are in place for students to achieve the standards set by it or by another awarding body.

## **Memorandum of Agreement**

### **The University of Edinburgh and XX University**

#### **MSc/ Postgraduate Diploma/ Postgraduate Certificate in:**

**XXX**

#### ***The Agreement and Nature of Collaboration***

1. This Memorandum of Agreement [referred to hereinafter as “the Agreement”], which takes effect from [DATE] is made between the University of Edinburgh and XX University for the purposes of establishing and offering jointly the programme of study leading to the:  
  
MSc/ Postgraduate Diploma/ Postgraduate Certificate in XX.
2. The purpose of the Agreement is to delineate the collective and individual responsibilities of the collaborating Universities in relation to the provision, management, monitoring, evaluation and development of the programme.
3. For the purposes of this Agreement, there shall be an Administering University and a Partner University. The Administering University shall take primary responsibility for aspects of the administration of the programme as detailed in the Agreement. The Administering University may be changed from time-to-time by agreement between the Universities. However such a change will not normally be more frequent than at five-yearly intervals. Due care shall be taken to achieve an equitable share of the administration of the programmes overall.

#### ***Aims and Objectives***

4. The aims and objectives, content and duration of the programmes are set out in Appendix A.

#### ***Management and Administration of Programme***

5. The Senates of the two collaborating Universities will appoint a Board of Studies to manage the programme. One University will be designated the

“Administering University”. The other University will be referred to as the “Partner University”.

6. The composition and terms of reference of the Board of Studies are contained in Appendix B.
7. A Programme Director shall be appointed by the Board of Studies from one of the Partner Institutions.

### ***Academic Standards***

8. The Senates of the Universities, through appropriate mechanisms, will be jointly and severally responsible for the maintenance and oversight of the quality of educational provision and of the academic standards of each programme. This responsibility will be discharged in accordance with the procedures of the Administering University and with oversight by the Partner University via the Annual Report of the Board of Studies.

Any concerns raised about the quality of the programmes shall initially be referred to the Board of Studies.

### ***Introduction of New Programme, Programme Review and Monitoring, and Programme Modifications***

9. The Board of Studies will make its recommendations for the approval of the programme, the programme regulations and any subsequent programme changes to the Senates of the collaborating Universities, using the appropriate procedures of the collaborating Universities. Approval of proposals will be reported to the Board of Studies.
10. The Board of Studies will comply with the normal procedures of the Administering University in respect of programme monitoring and review. The Administering University will make appropriate arrangements for the programme to be included in its annual monitoring and internal review cycle. Review documentation will be made available to the Partner University.
11. Each University shall include the programme in its programme review cycle and shall report the recommendations of reviews to the Board of Studies. Both Universities shall share full responsibility for academic standards and the quality of the educational provision. This shall be achieved through the Board of Studies.
12. Each University will respond to reasonable requests for information from the other.

## ***Planning and Resources***

13. The minimum number of students normally required for the programme to run shall be [X] and the maximum number shall be [X].
14. Following consultation within the individual Universities, the level of tuition fees will be recommended by the Board of Studies and approved through the appropriate channels at both universities.
15. The basis for the distribution between the institutions of tuition fees shall be the proportion of the programme taught by each institution and the costs of administering the programme. These shall be: Administering University – [%], Partner University – [%] and this proportion shall be irrespective of the final module selections by students. Implementation of these arrangements shall be the responsibility of the administering institution. These arrangements will be reviewed and documented every [NUMBER] years.
16. Tuition fees shall be collected by the Administering University, which shall distribute to the Partner University(ies), the proportion of the fee due, following receipt of invoices from the Partner University [TIMESCALE].
17. Student enrolments for each year/cohort will be distributed between the two Universities for the purposes of reporting student numbers to Scottish Funding Council (SFC). Each institution will return its share of the student load of the programme in the Early Statistics Return to SFC. The proportions will be on a [e.g. percentage split] basis between institutions. Each University will be responsible for ensuring that its share of student numbers is recognised in its internal planning and budgeting procedures.
18. The Administering University will be responsible for returns to the Higher Education Statistics Agency for all students.

## ***Recruitment and Admissions***

19. Recruitment activity, marketing and publicity for the programme may be undertaken by both Universities. Enquiries and applications for admission will be processed by the Administering University. The offer of admission will be made by the Administering University. The offer of admission shall be made on the basis of the entry requirements as agreed by the Board of Studies.
20. Publicity material provided to enquirers and applicants shall contain full details of the arrangements for the degree programme and the requirements for entry. The Board of Studies will be responsible for ensuring accuracy in marketing, publicity and other promotional material relating to the programme.
21. Each University shall be responsible for making entries in its own prospectus and the use of the Universities' crests, logos and the like shall be approved for use by each University in relation to the production of publicity for the programme.

22. As part of the formal offer of admission, applicants shall be informed of the arrangements relating to matriculation and payment of fees.
23. The Universities shall ensure that information is provided or made available to students on the following matters:
  - administration of the programme
  - aims and objectives of the programme
  - programme and examination Regulations
  - methods of assessment
  - feedback and evaluation
  - matriculation
  - payment of tuition fees
  - graduation arrangements
  - codes of discipline
  - complaints procedures
  - academic appeals procedures
  - other Regulations.

### ***Matriculation/Registration***

24. Students will be matriculated students at the Administering University at the commencement of the programme and throughout the programme, and will sign the undertakings relating to adherence to the relevant Statutes, Ordinances, Regulations and rules of that University. In addition, students shall matriculate at the Partner University when undertaking the parts of the programme offered by that University. Students will sign the undertakings relating to adherence to the relevant Statutes, Ordinances, Regulations and rules of that University
25. Students will receive a matriculation/student card from each University upon matriculation and may be required to show the card of the University concerned to authorised persons on the premises of that University. Students will be entitled to use the services of each University.
26. Each University will be entitled to include details of successful students on their alumni databases.
27. Students shall be required to notify the Administering University of withdrawal from the programme or of any changes in the details supplied by them at registration. The Administering University shall be responsible for reporting all such changes to the Partner University and, where appropriate, to external agencies. The Partner University shall report to the Administering University any such changes that are reported directly to it.
28. The Board of Studies will assign a mentor/supervisor/Personal Tutor to each student at the commencement of his or her studies and shall establish a mechanism whereby student progress may be monitored and remedial action taken where appropriate.



## ***Assessment***

29. Examinations and assessment procedures and conditions of the University responsible for any specific part of the programme shall be applied to that part of the programme.
30. Administration of the assessment process will be recorded according to the Administering University's normal codes and published procedures.
31. There shall be a Board of Examiners for the programme. The Board of Examiners will comprise: members of the Board of Studies, course directors, course tutors and the External Examiner(s). The Board of Examiners will submit for ratification and publication to students the results of assessment to the University making an award in accordance with the normal procedures of that University.
32. External Examiners will be nominated by the Board of Studies and approved by the Senates of both Universities in accordance with normal procedures. On behalf of the two Universities, the Administering University will write formally to appoint the External Examiner. Fee levels and the terms of appointment and guidance/briefing provided will be in accordance with those of the Administering University at the date of appointment.
33. Reports from External Examiners will be submitted to the Administering University, in the format required by that University, and shall be considered in accordance with the normal procedures of each University as appropriate. Copies of the External Examiners reports will be sent by the Administering University to the appropriate body within the Partner University.
34. External Examiners' fees and expenses will be paid by the Administering University.

## ***Graduation***

35. The Administering University will be responsible for the production of a degree parchment and transcript for students graduating from the Joint Programmes. The degree parchment will contain a statement indicating the joint nature of the programme and will include both institutions' logos.
36. Each University will provide to the other the names of those students eligible to graduate. The names of students eligible to graduate shall appear in the graduation programmes of both Universities indicating from which Institution the graduate is receiving their award.
37. The Administering University will be responsible for maintaining an archive of student results in accordance with its normal practice. These results shall be made available to the Partner University. Each University shall be responsible for providing transcripts of marks on request to its graduates at the fee normally charged by the University for this service.

38. Both Universities will be entitled to include details of successful students on their alumni databases.

### ***Academic Appeals***

39. The academic appeals procedure of the Administering University will apply to appeals against decisions of the Board of Examiners.

### ***Codes of Student Discipline***

40. Students will be subject to the disciplinary codes of the appropriate University in accord with the terms of paragraph 41.
41. When an alleged offence is committed by a student within the precincts of one University, the code of discipline of that University will normally apply. When the site of the alleged offence is elsewhere than within the precincts of one of the Universities, the Administering University's code will apply. There will be consultation between the two Universities to ensure a consistent approach to discipline offences.

### ***Complaints Procedure***

42. A student who wishes to complain about any general aspect of the programme will invoke the complaints procedure of the Administering University.
43. A student who wishes to complain about any specific service or facility provided by one of the Universities, or about a student or member of staff from one of the Universities will invoke the complaints procedure of that University.

### ***Insurance and Indemnity***

44. Each University will maintain policies of insurance covering any negligent acts, errors or omissions in connection with their implementation of this Memorandum with limits of indemnity of not less than:
- Public Liability - £5M any one event, unlimited in the aggregate;
  - Employers' Liability - £5M any one event, unlimited in the aggregate;
  - Professional Indemnity - £5M in aggregate in any one year of insurance.
45. Each University shall indemnify the other University and its employees, agents and contractors against any and all expenses, liabilities, losses, claims, damages and proceedings, arising from complaints about modules or the programme as a whole, or any other complaint of professional negligence arising in connection with implementation of this Memorandum, provided that

the same shall be due to the negligence of the first University, its employees, agents or contractors.

46. Each party in respect of any claim for which it will seek indemnity within the terms of the Memorandum shall:
- as soon as reasonably practicable after becoming aware of the claim, provide the other with reasonable details of it and thereafter provide the other in a timely manner, with such information relating to the claim as may reasonably be requested from time to time by the other;
  - not make, and use its reasonable endeavours to procure that there is not made, any admission of liability, except with the prior written consent of the other, such consent not to be unreasonably withheld or delayed;
  - keep the other reasonably informed of all material developments relating to, and regularly informed of the progress of, the claim;
  - use its reasonable endeavours to procure that the handling of the claim, including without limitation any resistance of or defence to it, is carried out and conducted in all material respects in accordance with such reasonable written directions as may be given by the other;
  - not settle or compromise the claim, and procure that the claim is not settled or compromised, except with the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

### ***Intellectual Property Rights***

47. The ownership and/or control of intellectual property used or generated in connection with the programme should apply as follows:
- if generated by the student, subject to the rules of the University which was the Administering University at the date of his or her first matriculation
  - if generated by staff, subject to the rules of the employing University.
48. The Partner Universities shall each individually confirm that strict confidentiality will be observed in all communications relating to portable or potentially commercially valuable intellectual property created within the programme. No disclosures will be made to third parties without permission of the appropriate authorities/person. The Universities shall, in consultation with each other, take cognisance of their Policies on Intellectual Property Rights.
49. Where intellectual property is developed jointly between students and/or staff of the Partner Universities, the Universities shall agree which of them shall manage the intellectual property and for this purpose shall ensure that full assignments of the intellectual property are obtained.

### ***Formalities***

50. This Memorandum will come into effect from [DATE] and shall be in force, subject to interim review after three years, for an initial period of five years. However, interim reviews of the Memorandum may be undertaken at any time

at the request of either one of the Universities. Appendices will be updated as necessary following annual reviews.

51. This Memorandum may be voluntarily terminated at the request of either of the Universities provided that a minimum of one year's prior written notice (prior to the start of a term) is given to the others, or a shorter period by mutual agreement. Any decision to terminate the agreement will be subject to satisfactory arrangements being made for existing students to complete their programme and be assessed for the award for which they registered. Such arrangements will be determined by agreement of both Universities.
52. If any dispute arises between the Universities they will in good faith attempt to negotiate a settlement but, if unsuccessful, will in good faith attempt a resolution through an alternative dispute resolution procedure.
53. This agreement will be governed by the laws of Scotland. Any dispute arising from this agreement or its terms will be subject to the exclusive jurisdiction of the Scottish courts.

**Signatures**

Signature ..... Signature .....

Print Name..... Print Name.....

Date ..... Date .....

Principal of  
University of Edinburgh

Principal of  
XX