LY TU TRONG COLLEGE

CITY OF GLASGOW COLLEGE

City of Glasgow College
Corporate Development Directorate
190 Cathedral Street G4 0RF
Scotland
UNITED KINGDOM
Tel: +44 141 375 5555
VAT No. 596771282 Charity No. SC036198

Memorandum of Agreement

Between

The CITY OF GLASGOW COLLEGE ("the College") (as fully designed in the Conditions)

and

LY TU TRONG COLLEGE HCMC (the "Collaboration Partner")

(as fully designed in the Conditions)

FORM OF CONTRACT

Overarching Description of Project	The College and the Collaboration Partner to establish a partnership to franchise City of Glasgow College Advanced Diplomas in Mechanical Engineering, Electrical Engineering, Information Technology and English. To deliver a 3 days Teacher Training (each major) that aims to provide the staff with the necessary skills and knowledge to deliver the programme.
Agreement	Means this form (including any appendices attached) (the **"Form of Contract"**) and the Conditions set out thereafter **(this Agreement).**
Agreement Start Dates	20th July 2020
Project Period	Shall be for a period of Five Years from the Agreement Start Date unless otherwise terminated in accordance with this Agreement and which may be extended provided both parties agree in writing.
No Fault Termination *(include whether the parties are entitled to terminate where there is no*	Either party may terminate on giving to the other party 30 days' notice in writing.

fault on giving notice to the other party)	
The Project *(insert description of the Project)*	The College to support the Collaboration partner in the internationalisation of their local curriculum and delivering Advanced Diplomas in the following areas: - Mechanical Engineering - Electrical Engineering - Information Technology and - English Language On successful completion of the aforementioned Programmes students will receive certification for an: Advanced Diploma in Mechanical Engineering or Advanced Diploma in Electrical Engineering or Advanced Diploma in Information Technology or Advanced Diploma in English Language awarded by City of Glasgow College. Along with the above, the College will deliver a City of Glasgow College Teacher Training programme to support the Collaboration Partner's Lecturers in delivering the Advanced Diplomas in the above mentioned areas. On successful completion of the training programme the participants will be awarded City of Glasgow College Teacher Training Certificate. The following Services are covered by this Agreement: • Internationalisation of Local Curriculum: ▪ Provision of Delivery materials ▪ Provision of Assessment materials ▪ Certification ▪ Invoicing, Payment and Financial Management • Teacher Training Certificate: ▪ Provision of Facilitator Guide and Student Guide ▪ Provision of Multiple Choice Assessment ▪ Provision of Case Studies for class room engagement ▪ VLE Activities ▪ Certification ▪ Invoicing, Payment and Financial Management
Use of the names of the institutions	Any use of the names and/or logos of 'CITY OF GLASGOW COLLEGE' and 'LY TU TRONG COLLEGE HCMC' by the College

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(insert the circumstances where the names of the relevant institutions can be used by the other. ***Where prior written approval is required for the use of the name and/or logo YOUMUST INCLUDE THAT HERE).***	and/or the Collaboration Partner shall be subject to the prior written approval of the respective Institutions.
IPR	This agreement sets out that Background IPR and Project IPR belongs to the College. The Collaboration Partner has the right to use the Project IPR for the purposes of delivering the Advanced Diploma in Mechanical Engineering, Electrical Engineering, Information Technology and English.
Use of any facilities	N/A
Charges	Charges: the sums payable by the Collaboration Partner for the College Services. The Collaboration partner shall pay the College per student fee which is subject to the Collaboration partner undertaking the Teacher Training Programme as set forth in the Financial Schedule.
Costs	Any additional costs outwith those specified within the Service Schedule shall be borne by the Collaboration Partner.
Language	The Language to be used in respect of all aspects of the collaboration, together with all documentation to be produced and any relevant activity to be carried out under the Project shall be English.
Conditions	means the terms and conditions contained in this Agreement together with the following special terms and conditions:- N/A
Key Contacts *(insert specific department contact details)*	**The College** Carla Murray, Director, Carla.murray@cityofglasgowcollege.ac.uk Ranjith Sankaranarayanan, Project Manager, ranjith.sankaranarayanan@cityofglasgowcollege.ac.uk **The Collaboration Partner**

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	Contact Name, Job Title, email address. Nguyen Ngoc Trang PhD , Head of Scientific Management And International Relation Affairs, Vice Director of Ly Tu Trong Centre. nguyenngoctrang@lttc.edu.vn
Students/responsibility for academic standards	The College's Standard Quality and Verification Processes and Procedures will be utilised in ensuring academic standards are met. The Collaboration Partner's policies and procedures shall be utilised in ensuring academic standards are met. The Collaboration partner's disciplinary policies and procedures shall be utilised in ensuring standards are met.

IMPORTANT: Please read the Conditions carefully prior to accepting this

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SERVICE SCHEDULE

The following Services are covered by this Agreement;

The College to support the Collaboration partner in the internationalisation of their local curriculum and delivering Advanced Diploma in the following areas:

- Mechanical Engineering
- Electrical Engineering
- Information Technology and
- English Language.

See **Appendix 1** – Course Modules And Delivery Schedule

On successful completion of the aforementioned Programmes students will receive certification for:

Advanced Diploma in Mechanical Engineering or Advanced Diploma in Electrical Engineering or Advanced Diploma in Information Technology or Advanced Diploma in English Language awarded by City of Glasgow College.

Along with the above, the College will deliver a City of Glasgow College Teacher Training to support the Collaboration Partner Lecturers in delivering the Advanced Diploma in the above mentioned areas.

On successful completion of the training programme the participants will be awarded City of Glasgow College Teacher Training Certificate.

The following Services are covered by this Agreement:

- Internationalisation of Local Curriculum:
  - Provision of Delivery materials
  - Provision of Assessment materials
  - Certification
  - Invoicing, Payment and Financial Management

- Teacher Training Certificate:
  - Provision of Facilitator Guide and Student Guide
  - Provision of Multiple Choice Assessment
  - Provision of Case Studies for class room engagement
  - VLE Activities
  - Certification
  - Invoicing, Payment and Financial Management

1 **COLLEGE'S OBLIGATIONS**

1.1 The College shall use reasonable endeavours to provide the Services in all material respects in accordance with the Schedule.

1.2 **The College's Responsibilities**

The College will be responsible for the provision of the Services in regards to:

1.2.1 **Delivery Materials:** The College will provide the Collaboration Partner with materials, where applicable, to support the delivery of the Advanced Diploma in Mechanical Engineering, Electrical Engineering, Information Technology and English. The College will also provide the Collaboration Partner with Facilitators Guide, Student Guide, delivery materials, assessment pack and lesson plan for the Teacher Training.

1.2.2 **Resource updates:** Where applicable the College will provide programme material updates as appropriate.

1.2.3 **Delivery Guidance:** The College can provide guidance to the Collaboration Partner's delivery tutors to support the delivery of their respective units in Advanced Diploma in Mechanical Engineering, Advanced Diploma in Electrical Engineering, Advanced Diploma in Information Technology and Advanced Diploma in English Language.

1.2.4 **Communications:** The College's Customer Relationship Manager will be responsible for communicating with the Collaboration Partner and will also be the main point of contact for all enquiries from the Collaboration Partner, with the exception of where direct dialogue is required between the College and the Collaboration Partner Teams.

1.2.5 **Teacher Training:** The College can provide guidance to all delivery tutors to support the delivery of the Advanced Diplomas.

1.2.6 **The Customer Graduations:** The College's Principal or a senior Representative will attend one Collaboration Partner Graduation Ceremony per academic year.

1.3 **Collaboration Partner's Responsibilities**

The Collaboration Partner will be responsible for the provision of the Services in regards to:

1.3.1 **Student Recruitment & Retention:** The Collaboration Partner is responsible for the recruitment of students onto the programmes.

1.3.2 **Student Fee:** The Collaboration Partner shall pay the College the Student Fee identified in the Financial Schedule.

Payments for Year One to The College will be based on enrolment income and will not be performance related.

1.3.3 **Student Entry Requirements:** must be of an equivalent level to those of The College and be agreed before enrolment. The Collaboration Partner is also responsible for the retention and achievement of enrolled students.

1.3.4 **Promotional Materials:** Any promotional materials being used in the recruitment process that include The College's branding or content, must adhere to The College's brand guidelines, and must be shared for authorisation by The Collaboration Partner before circulation or distribution.

1.3.5 **Course Delivery:** The Collaboration Partner will provide suitably qualified tutors, assessors and satisfactory accommodation for the delivery of the College qualifications. The Collaboration Partner is not permitted to deliver the programme, or content within the programme, through any third party agent without the express agreement, in writing, of The College.

Specialist equipment and software is required for the delivery of Units within these programmes to allow students to complete the required learning objectives and assessments. Further details of equipment and software requirements for each programme will be discussed during the validation and due diligence process.

1.3.6 **Quality Assurance:** The Collaboration Partner will deliver the College Advanced Diploma in line with the quality procedures as set forth in the Quality Assurance Procedures for Teaching and Assessment as defined by the College's Internal Verification Processes and also within The College's Internal Verification Procedure. The Collaboration Partner will also support the planning and implementation of all verification visits by The College. Adherence to copyright law will also be fulfilled.

1.3.7 **Course Administration & Resulting:** The Collaboration Partner will manage the course administration and resulting and provide the College with an update.
The Collaboration Partner will provide The College with access to all management reporting data pertaining to delivery of the Advanced Diploma to allow efficient management of course administration and also the swift, accurate resulting of students.

1.3.8 **Re-Assessment and Alternative Assessment Arrangements:** The Collaboration Partner must adhere to City of Glasgow College's assessment

policy. This includes, but is not limited to, the use of approved instruments of re-assessment and the provision of alternative assessment arrangements as required. Candidates will generally be entitled to up to two (2) reassessment opportunities (unless otherwise stated) in the event they do not meet the assessment criteria set in the assessment specification. A third reassessment may be scheduled at the discretion of the module tutor, but only under extenuating circumstances.

1.3.9 **Communications:** The Collaboration Partner's central contact is Nguyen Ngoc Trang and all correspondence should be channelled through this person, with the exception of where direct dialogue is required between The College and The Collaboration Partner course teams.

1.3.10 **Liability Insurance:** The Collaboration Partner is wholly responsible for ensuring that appropriate insurances are in place to protect against financial liabilities resulting from legal proceedings and/or financial obligations

1.3.11 **Health and Safety:** The Collaboration Partner is wholly responsible for ensuring that all activities are appropriately risk assessed and that safe working practices and procedures are adopted at all times.

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2 CHANGE CONTROL

2.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing or via email.

2.2 If either party requests a change to the scope or execution of the Services, the College shall, within a reasonable time, provide a written estimate to the Collaboration Partner of:

2.2.1 the likely time required to implement the change;
2.2.2 any necessary variations to the Charges arising from the change;
2.2.3 the likely effect of the change on the Services; and
2.2.4 any other impact of the change on this Agreement.

2.3 If the Collaboration Partner wishes the College to proceed with the change, the College has no obligation to do so unless and until the Parties have agreed the necessary variations to the Charges, the Services and any other relevant terms of this Agreement to take account of the change.

2.4 The College may, from time to time and without notice, change the Services in order to comply with any applicable legal or regulatory requirements.

3 CHARGES AND PAYMENT

3.1 In consideration of the provision of the Services, the Collaboration Partner shall pay the Charges as set out in the financial schedule.

3.2 In consideration of the provision of the Services, the College shall pay the Charges as set out in the financial schedule.

3.3 The Collaboration Partner shall pay each invoice submitted to it by the College, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Collaboration Partner.

3.4 The College shall pay each invoice submitted to it by the Collaboration Partner, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Collaboration Partner.

3.5 All sums due by the Collaboration Partner under this Agreement shall be paid without deduction or set off.

3.6 Without prejudice to any other right or remedy that it may have, if the Collaboration Partner fails to pay the College by the due date, the College may:

3.6.1 Suspend all Services until payment has been made in full except where sums due are disputed by the Collaboration Partner (acting in good faith).

3.7 All sums payable to the College under this Agreement shall become due immediately on its termination.

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CITY OF GLASGOW COLLEGE

Entry Requirements

Target Audience: **<u>Advanced Diploma in Information Technology or English</u>** Any student who has completed at least Year 9 **<u>Advanced Diploma in Mechanical Engineering or Electrical Engineering</u>** Any student who has completed at least Year 12 (or Tot Nghiep Pho Thong Trung Hoc)with a pass in Mathematics and preferably Physics (or studied engineering subjects)
Entrance Qualifications: If the programme is delivered in Vietnamese there are no further entrance requirements. If the Programme is completed in English students would require IELTS 4 or equivalent. Proof of English proficiency only applies for student who wants to study Advanced Diploma in Information Technology, Advanced Diploma in Mechanical Engineering or Advanced Diploma in Electrical Engineering.
Teaching Faculty: All programmes are delivered by Ly Tu Trong College lecturers. Participants will undertake a City of Glasgow College Teacher Training Award delivered by an experienced Lecturer from the City of Glasgow College. The training will introduce Staff to the delivery content for each Module and will include the support materials Staff will utilise during delivery of the Certificate to students. This will allow Staff the opportunity to engage in the programme and gain an understanding of the content and delivery schedule and materials for the Award prior to their own delivery to students. Staff will also gain experience in the use of City of Glasgow College's Virtual Learning Environment (MyCity) to support delivery of the blended learning component of the Award along with the teaching methodologies used the delivery of each module.
Fee Charges: Ly Tu Trong College agrees to pay the per student fee and the cost of teachers training as set forth in the Financial Schedule. The per student fee is subject to Ly Tu Trong undertaking the Teacher Training Programme.

APPENDIX 1 - COURSE MODULES AND DELIVERY SCHEDULE

5 International Modules – CoGC

English (Total 6 semesters including internship)			
Modules	**Semester**	**Term Start/ Term End**	**Remarks**
Listening for Employability	1	November 2020 to March 2021	Compulsory Subject
Speaking for Employability	2	March to August 2021	Compulsory Subject
Reading for Employability	3	September 2021 to January 2022	Compulsory Subject
Writing for Employability	4	February 2022 to July 2022	Compulsory Subject
Preparing to Work	4	February 2022 to July 2022	Compulsory Subject

Mechanical Engineering (Total 6 semesters including internship)			
Modules	**Semester**	**Term Start/ Term End**	**Remarks**
Statistic	1	November 2020 to March 2021	Compulsory Subject
Strength of Materials	2	March to August 2021	Compulsory Subject
Engineering : Applying Information Technology	3	September 2021 to January 2022	Compulsory Subject
Power Drives	3	September 2021 to January 2022	Compulsory Subject
Pneumatics and Hydraulics	4	February 2022 to July 2022	Compulsory Subject

Electrical Engineering (Total 6 semesters including internship)			
Modules	**Semester**	**Term Start/ End**	**Remarks**
Earthing and Earth Fault Current Protection	1	November 2020 to March 2021	Compulsory Subject
Fundamental Electrical Systems	2	March to August 2021	Compulsory Subject
Electrical Testing and Measurement	2	March to August 2021	Compulsory Subject
Single and Three Phase Induction Motors	2	March to August 2021	Compulsory Subject
Inspection and Testing of Electrical Installations	3	September 2021 to January 2022	Compulsory Subject

IT (Computer Network Administration Major) (Total 6 semesters including internship)			
Modules	**Semester**	**Term Start/ End**	**Remarks**
Big Data	2	March to August 2021	Compulsory Subject
E Commerce Solutions	3	September 2021 to January 2022	Compulsory Subject
Mobile Technology	4	February 2022 to July 2022	Compulsory Subject
Ethical Hacking	4	February 2022 to July 2022	Compulsory Subject
Data Security	5	September 2022 to January 2023	Compulsory Subject

IT (Computer Programing Major) (Total 6 semesters including internship)			
Modules	**Semester**	**Term Start/ End**	**Remarks**
Ethical Hacking	3	September 2021 to January 2022	Compulsory Subject
Big Data	4	February 2022 to July 2022	Compulsory Subject
Data Security	4	February 2022 to July 2022	Compulsory Subject
Mobile Technology	4	February 2022 to July 2022	Compulsory Subject
E Commerce Solutions	5	September 2022 to January 2023	Compulsory Subject

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CITY OF GLASGOW COLLEGE

SIGNED FOR AND ON BEHALF OF CGC AS FOLLOWS:

NAME:	Carla Murray
DESIGNATION:	Director Business Partnerships
DATE:	26TH AUGUST 2020
PLACE:	City of Glasgow College, 21 Thistle St, Glasgow G5 9XB
SIGNATURE:	

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Witnessed by:

FULL NAME:	Jacqui Massie
ADDRESS:	City of Glasgow College, 21 Thistle St, Glasgow G5 9XB
OCCUPATION:	Head of Business and International Development
SIGNATURE:	

ACCEPTED FOR AND ON BEHALF OF THE COLLABORATION PARTNER AS FOLLOWS:

NAME:	Mr Pham Huu Loc
DESIGNATION:	Rector of Ly Tu Trong College
DATE:	
PLACE:	
SIGNATURE:	

TRƯỜNG CAO ĐẲNG LÝ TỰ TRỌNG THÀNH PHỐ HỒ CHÍ MINH

Witnessed by:

FULL NAME:	Ms Nguyen Ngoc Trang
ADDRESS:	390 Hoàng Văn Thụ, Phường 4, Tân Bình, Hồ Chí Minh, Vietnam
OCCUPATION:	Head of Scientific Management And International Relation Affairs, Vice Director of Ly Tu Trong Centre
SIGNATURE:	

Collaboration Agreement

between

CITY OF GLASGOW COLLEGE

And

LY TU TRONG COLLEGE HCMC

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These are the Conditions referred to in the Form of Contract

PARTIES

(1) **CITY OF GLASGOW COLLEGE**, incorporated under the Further and Higher Education (Scotland) Act 1992 and a Scottish Charity No. SCO36198, whose principal office is at 190 Cathedral St, Glasgow G4 0RF, United Kingdom (**the "College"**)

(2) **LY TU TRONG COLLEGE HCMC**, whose principal office is at 390 Hoàng Văn Thụ, Phường 4, Tân Bình, Hồ Chí Minh, Vietnam (**the "Collaboration Partner"**)

BACKGROUND

(A) The College and the Collaboration Partner wish to collaborate to deliver the Project.

(B) The College and the Collaboration Partner have agreed to contribute to the Project as set out in the Form of Contract and subject to these Conditions.

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AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Brand: means in respect of either party, the name of the party (including any trading names), any logo or coat of arms and any other associated logos.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Collaboration Partner Technology: any technology belonging to or used by the Collaboration Partner and used in, or disclosed to, the College in connection with the Project.

College Technology: any technology belonging to or used by the College and used in, or disclosed to, the Collaboration Partner in connection with the Project.

Confidential Information: the confidential information more particularly described in clause 4.

Form of Contract: means the form of contract to which these Conditions are attached.

Intellectual Property: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority

from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Month: a calendar month.

Project: the project set out in the Form of Contract and as amended from time to time.

Project Period: has the meaning ascribed to it in the Form of Contract.

Year: any period of 12 consecutive Months.

Clause and Schedule headings shall not affect the interpretation of this Agreement.

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1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to **writing** or **written** includes fax and email, unless otherwise provided in the agreement.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.10 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. THE PROJECTS

2.1 The Form of Contract sets out details of the Project. In the event that the parties agree to amend the Project, it shall require to be done so in writing and the Project shall be carried out subject to the terms and conditions of this Agreement.

2.2 Save as provided for in the Form of Contract, each party shall be responsible for its own costs incurred in connection with each Project, including all labour costs. The parties shall discuss and agree in advance of the commencement of and, where necessary, during any Project their respective responsibilities for the costs of materials and samples, and any costs relating to the procurement or conversion of machinery or equipment.

2.3 Each party shall use its reasonable endeavours to complete its part of each Project by such date as may be agreed and set out in the Form of Contract.

2.4 The parties shall each appoint a project manager to assume overall responsibility for their respective roles and obligations under this Agreement. The parties' respective project managers will be responsible for (among other things):

(a) co-ordinating all development work in respect of each Project, including overseeing the performance and quality thereof;

(b) arranging and attending (personally or by representative), at each party's own cost, progress meetings as described in clause 2.8 and other meetings, at intervals and locations as agreed between the parties from time to time, to discuss developments and seek to resolve any issues arising. The parties' respective project managers shall use all reasonable endeavours to resolve issues arising under this Agreement, but shall refer all problems which are outside their ordinary authority to resolve to appropriate members of the parties' senior management;

(c) day-to-day liaison between the parties;

(d) preparing and agreeing the final reports;

(e) such other matters as may be agreed between the parties from time to time.

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2.5 Either party may replace its appointed project manager at any time on prior written notice to the other party.

2.6 Each party shall permit the other's project manager (and other duly authorised representatives) such access to its premises at which any Project is being conducted as may be reasonably appropriate, having regard to the nature and progress of that Project at any time.

2.7 On completion of each Project, the parties shall jointly inspect and evaluate the work performed and shall jointly produce and sign a final report in respect of the Project, incorporating such details as may be agreed between the parties from time to time.

2.8 The parties agree, at least once every six Months during the term of this Agreement, or at such other intervals and at such locations as may be agreed between them from time to time, to arrange and attend at their own cost by their duly authorised representatives, including their respective project managers, meetings to discuss and review the progress and status of any Project performed under this Agreement, and consider proposals and agree actions in relation to the same with a view to ensuring the due and proper

completion of all Projects in accordance with such dates and quality standards as may be agreed between the parties.

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3. INTELLECTUAL PROPERTY RIGHTS

3.1 This Agreement does not transfer any interest in Intellectual Property Rights in respect of existing material (**Background IPR**) which has been developed by the parties prior to the Project Period. All Intellectual Property Rights developed or created by a party pursuant to a Project shall be owned by that party (**Created IPR**).

3.2 Each party grants to the other party a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its **Created IPR** in relation to the Project to the extent necessary for the other party to carry out its obligations in relation to that Project subject to the following conditions:-

(a) Neither party shall be entitled to make changes to the other party's Created IPR or Background IPR;

(b) Use the other party's Created IPR or Background IPR in a way which may prejudice its distinctiveness, validity of the goodwill of the other party.

3.3 At the end of the applicable Project Period, a party licensed to use Created IPR under clause 3.2 shall cease to use that Created IPR and shall return any physical embodiment of the **Created IPR** (including any copies) in its possession or control to the other party.

3.4 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including **Created IPR**) used in connection with a Project of which it becomes aware.

4. CONFIDENTIALITY

4.1 The parties each undertake to keep confidential and not to disclose to any third party, or to use themselves other than for the purposes of the Projects or as permitted under or in accordance with this Agreement, any confidential or secret information in any form directly or indirectly belonging or relating to the other, its Affiliates, its or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of this Agreement or any Project (**Confidential Information**).

4.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 4; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.3 The obligations contained in this clause 4 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

(a) is publicly known at the time of disclosure to the receiving party; or

(b) becomes publicly known otherwise than through a breach of this Agreement by the receiving party, its officers, employees, agents or contractors; or

(c) can be proved by the receiving party to have reached it otherwise than by being communicated by the other party including:

(i) being known to it prior to disclosure; or

(ii) having been developed by or for it wholly independently of the other party; or

(iii) having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; or

(d) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure.

4.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

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5. WARRANTIES

5.1 Each of the parties warrants that:

(a) it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party;

(b) it will perform the Projects in a professional manner with reasonable skill and care, using suitably qualified personnel, and will use all reasonable endeavours to achieve the objectives of each Project;

(c) all information, data and materials provided by it to the other pursuant to this Agreement will be, to the best of its knowledge, accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party.

5.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

5.3 The Collaboration Partner warrants and undertakes that:

(a) it has not done anything which if known about would have prevented the College from entering into this Agreement including anything which would bring the College into disrepute by virtue of entering into this Agreement;

(b) it shall not do or fail to do anything which would affect the reputation of the College or bring the College into disrepute; and

(c) it has complied and will continue to comply with all relevant laws in the delivery of the project.

6. TERM AND TERMINATION

6.1 This Agreement shall come into effect on the Agreement Start Date and shall continue for the Project Period unless earlier terminated in accordance with this Agreement.

6.2 Either party shall be entitled to terminate this Agreement at any time, including during the currency of any Project, by notice in writing to the other if:

(a) the other party is in material breach of this Agreement which breach is irremediable or, if remediable, is not remedied by the defaulting party within 30 days of being requested to do so by the other;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.2(b) to clause 6.2(h) (inclusive);

(j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(k) the other party is in breach of any of its confidentiality obligations under clause 4;

(l) the other party undergoes any change in legal or beneficial ownership or control; or

(m) the other party fails to meet any agreed milestone within 28 days of the agreed milestone date, or repeatedly fails over a period of three consecutive Months to satisfy agreed milestones in respect of the Project by their agreed milestone dates as set out in the Form of Contract.

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7. CHARGES AND PAYMENT

7.1 In consideration of the provision of the services by the College to the Collaboration Partner under the Project (the "**College Services**"), the Collaboration Partner shall pay the Charges.

7.2 The Charges exclude the following which shall be payable by the Collaboration Partner monthly in arrears, following submission of an appropriate invoice:

(a) cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the College engages in connection with the College Services; and

(b) the cost to the College of any materials or services procured by the College from third parties for the provision of the College Services as such items and their cost are approved by the Collaboration Partner in advance from time to time.

7.3 The College may increase the Charges on an annual basis with effect from each anniversary of the date of this Agreement in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the date of this Agreement and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

7.4 The College shall invoice the Collaboration Partner for the Charges as specified in the Form of Contract.

7.5 The Collaboration Partner shall pay each invoice submitted to it by the College within 30 days from the date set out within the invoice to a bank account nominated in writing by the College from time to time.

7.6 Without prejudice to any other right or remedy that it may have, if the Collaboration Partner fails to pay the College any sum due under this Agreement on the due date:

(a) the Collaboration Partner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 7.6(a) will accrue each day at 4% a year above the Royal Bank of Scotland's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

(b) the College may suspend all or part of the College Services until payment has been made in full.

7.7 All sums payable to the College under this Agreement:

(a) are exclusive of VAT, and the Collaboration Partner shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

(b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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8. BRAND AND BRAND PROTECTION

8.1 All materials using the Brand of either party shall be approved by the other party in writing prior to their use. Both parties acknowledge that their respective Brands are the absolute and exclusive proprietary rights of the relevant party and shall remain the property of that party. Neither party shall acquire any right, title or interest in and to the other's Brand except the right to use the other's Brand in accordance with the terms of this Agreement. Neither party shall use any element of the other's Brand in any manner calculated to represent that they are the owner of the other party's Brand.

8.2 Where the Brand of the College has been used, the College retains the right to require changes to the material. Any failure of the College to make such amendments within the period of time specified by the College shall result in the Collaboration Partner committing a material breach of the Agreement.

8.3 Notwithstanding the remaining terms of this Agreement the Collaboration Partner:-

(a) shall make it clear in all dealings that it is not acting as an agent of the College;

(b) shall provide the College with copies of updates to its marketing information;

(c) hereby undertakes that during the Project Period (or after the termination of the Agreement) it shall not:-

(i) adopt or use in relation to its business generally any trademark, logo, name or title which the College considers to be similar to a College Brand;

(ii) apply for, seek or obtain registration anywhere in the world any trade mark identical or similar to a College Brand.

9. COLLEGE TECHNOLOGY OR COLLABORATION PARTNER TECHNOLOGY

9.1 In the event that any College Technology or Collaboration Partner Technology is to be used as part of the Project, the relevant party to whom access is being given (**the User**) pursuant to this Agreement:

(a) shall be provided with a right to use the College Technology or Collaboration Partner Technology as appropriate in accordance with this Agreement and subject to the remaining provisions of this clause 9 for the duration of the Project Period on the basis that it is used for the Project only;

(b) shall not be entitled to reproduce, modify, adapt, translate, disassemble, decompile, recompile, reverse engineer the whole or any part of the College Technology or the Collaboration Partner Technology as appropriate;

(c) shall not rent, lease, sell, resell, assign, sublicence, or otherwise transfer rights in or to the College Technology or Collaboration Partner Technology as appropriate;

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(d) shall not remove or modify any proprietary notices, legends, or labels on the College Technology or Collaboration Partner Technology as appropriate;

(e) shall not use, post, transmit, or introduce into the use, post, transmit, or introduce into the College Technology of Collaboration Partner technology any device, software, virus, worm, back door, Trojan Horse, similar harmful code, or routine which interferes or attempts to interfere with the operation of the College Technology or Collaboration Partner Technology as appropriate;

(f) shall use the College Technology or Collaboration Partner Technology as appropriate in such a way as to (i) violate any applicable laws (ii) voliate the rights of any third party and (iii) in such a way as would bring the other party into disrepute.

9.2 In the event that the User breaches any of the terms of this clause 9, the party providing the College Technology or the Collaboration Partner Technology as appropriate shall be entitled to remove the User's access to the relevant College Technology or the Collaboration Partner Technology as appropriate.

10. INDEMNITY AND LIABILITY

10.1 In addition to any other remedy available to the College, the Collaboration Partner (except in respect of death or personal injury arising from the negligence of the College or in respect of fraudulent misrepresentation on the part of the College) irrevocably and

unconditionally agrees to indemnify the College in full and on demand and shall keep the College so indemnified from and against all claims, demands, actions, and proceedings made or brought against the College and all damages, losses (including all consequential and indirect losses), costs and expenses (including legal and other professional advisers' fees) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by the College directly or indirectly as a result in whole or in part from breach of this Agreement by and/or the negligence of the Collaboration Partner, its employees, agents or sub-contractors.

10.2 The College shall not be liable to the Collaboration Partner in contract, delict, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage, costs or expenses incurred or suffered by the Collaboration Partner as a result of any breach by the College of the terms of this Agreement and/or any negligence by the College.

10.3 Subject to clause 10.2, except in the case of death or personal injury caused by negligence or fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the total aggregate liability of the College to the Collaboration Partner whether arising in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed the sum of £100,000.

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If this limitation is adjudged to be unreasonable in the circumstances the limit of the College's liability shall be increased to the amount the College can recover from its insurer for direct loss.

10.4 Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by the College under this Agreement are hereby excluded to the fullest extent permitted by Law.

11. DATA PROTECTION

11.1 The College and the Collaboration Partner acknowledge that they are committed to protecting personal data. It is envisaged that in the performance of obligations under this Agreement personal data may be shared between the parties and that the provisions of Part 1 [and Part 2 (in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the parties of the personal data specified therein)] of the Schedule shall apply.

12. FREEDOM OF INFORMATION

12.1 For the purpose of this clause

(a) **FOISA** shall mean the Freedom of Information (Scotland) Act 2002 and all guidance issued by the Scottish Information Commissioner; and

(b) **EIRs** shall mean the Environmental Information (Scotland) Regulations 2004 together with any statutory guidance ("EIRs").

12.2 The Collaboration Partner acknowledges that the College may be subject to the requirements under FOISA and the EIRS and shall assist and cooperate with the College to enable it to comply with any disclosure requirements.

12.3 Notwithstanding the generality of clause 12.1, the Collaboration Partner shall provide the College within five (5) Working Days of receipt of a request for assistance with such information as it may hold to permit the College to comply with its obligations under FOISA and the EIRS.

12.4 As part of its duties under FOISA and the EIRS, the College may be required to disclose information forming part of this Agreement to anyone who makes a request. Should the Collaboration Partner believe information supplied pursuant to this Agreement should not be disclosed in response to a request for information under FOISA and the EIRS, the Collaboration Partner should identify the information supplied that is confidential or commercially sensitive and the reason why it is considers the information to be confidential or commercially sensitive.

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12.5 Before releasing any information in response to a FOISA or EIRS request, the College will consult with the Collaboration Partner and have regard to its comments or objections. However, the Collaboration Partner hereby acknowledges that it is the College's responsibility to decide whether or not an exemption under the FOISA or the EIRS applies.

13. HEALTH AND SAFETY

13.1 The Collaboration Partner shall inform the College of all health and safety and security requirements that apply at any of the Collaboration Partner's premises where an employee, student or representative of the College is due to visit a Collaboration Partner's premises.

13.2 The College shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Collaboration Partner's premises and that have been communicated to it in writing under Clause 13.1, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement

14. NON-SOLICITATION

Each party agrees during the term of this Agreement and for a period of one (1) Year following its termination, not to solicit or induce any officer, employee, agent or

contractor of the other party or any of its Affiliates involved with any Project to terminate their employment or engagement with the other or its Affiliates (as appropriate).

15. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three Months, the party not affected may terminate this Agreement by giving written notice to the affected party.

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16. ASSIGNATION AND OTHER DEALINGS

16.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. NOTICES

18.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service or prepaid airmail to the address set out in the Form of Contract or such other address as may have been notified to the other party in writing.

18.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(c) if sent by pre-paid airmail at 9am on the fifth Business Day after posting.

(d) if sent by fax, at 9.00 am on the next Business Day after transmission.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.4 A notice given under this Agreement is not valid if sent by email.

19. VARIATION

19.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.2 Both parties shall, at all times, remain willing to discuss possible contractual variations that have been prompted by technical or other factors, although neither party shall have any obligation to agree to any such variation proposed.

20. WAIVERS

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement

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