

**THE GLASGOW
SCHOOL OF ART**



MEMORANDUM OF AGREEMENT

between

The Glasgow School of Art

and

**The Reykjavík School of Visual Arts
(Myndlistaskólinn í Reykjavík)**

This Agreement is entered into between:

(1) The Reykjavik School of Visual Arts, Hringbraut 121, 101 Reykjavík. ("RSVA");

and

(2) THE GLASGOW SCHOOL OF ART, incorporated under the Companies Acts (Company Registration Number SC002271) and having its registered office at 167 Renfrew Street, Glasgow, G3 6RQ and being a registered Scottish charity (Charity Number SC012490, Charity Name Glasgow School of Art) ("**GSA**");

each a "Party" and together the "Parties".

Background

The Parties have agreed to establish an articulation arrangement whereby suitably qualified students from the Partner can apply for entry into the GSA Programme. The Parties have entered into this Agreement in order to define the terms of the articulation arrangement.

It is hereby agreed as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context requires otherwise:

"Academic Year" means a 12-month period, which, in the case of GSA, normally commences in September, during which courses are taught and assessed;

"Applicant" means an applicant from the Partner Programme to the GSA Programme that the Partner considers meets the Entry Requirements;

"Award" means the award identified in the Schedule;

"Background IP" means any Intellectual Property Rights owned or controlled by a Party prior to the Commencement Date and which the owning Party contributes or uses in the course of performing its obligations under this Agreement or in delivery of the Programme;

Commencement Date means 1st September 2018, notwithstanding the date of signing;

"Entry Requirements" means the entry requirements set out in the Schedule;

"Fees" means the fees payable by Students identified in the Schedule as may be amended by GSA from time to time and notified to the Partner;

"Intake" means an intake of GSA Students in an Academic Year of this Agreement;

"Intellectual Property Rights" means any intellectual property rights of any description including but not limited to copyright works (including course and teaching materials), patents, discoveries, improvements, inventions, trademarks, designs, information, data, formulae, specifications, results of tests and field trials, diagrams, expertise, techniques, technology, know-how, and other intellectual property of any nature whatsoever, including applications and the right to apply for registration of any of the foregoing rights, and any similar right recognised from time to time in any jurisdiction;

"RSVA Programme" means the Programme identified in the Schedule;

"Relevant Requirements" means all applicable laws, statutes, regulations and codes relating to anti-bribery, slavery, corruption, safeguarding and child protection and health and safety including the UK Bribery Act 2010; Modern Slavery Act 2015; and all applicable guidance produced by the Competition and Markets Authority and UK Visas and Immigration (as may be amended or replaced from time to time);

"GSA Programme" means the GSA programme identified in the Schedule; and

"GSA Student" means an Applicant accepted onto the GSA Programme.

"Term" (see 3.1)

- 1.2 All references to Clauses and Schedules are references to the relevant Clauses in or Schedules to this document. Headings are for convenience only and shall not be considered when interpreting this Agreement.
 - 1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.
 - 1.4 The Parties confirm their intention to implement the matters contained in this Agreement in a spirit of co-operation and to use their best endeavours to ensure that the purposes of this Agreement are achieved.
2. **The Collaboration**
- 2.1 Subject to Clause 6, GSA shall recognise Academic Year two of the Partner Programme as being equivalent to Academic Year two of the GSA Programme. The Parties shall work together to facilitate a process for Applicants to apply to Academic Year three, and progression to academic year four (subject to satisfactory performance) of the GSA Programme. Successful Applicants will be enrolled as GSA Students.
 - 2.2 The Parties will notify each other of (and promptly notify each other in respect of changes to) a representative to act as key contact for matters relating to this collaboration.

3. **Term**

3.1 Subject to Clauses 7.1 and 7.2, this Agreement shall be effective from the Commencement Date and will be effective for a period of five years (the "Term"). The number of consecutive Intakes shall be as specified in the Schedule.

4. **Responsibilities of the Parties**

4.1 RSVVA will:

- (a) market the GSA Programme to its students and assist Applicants that it considers meet the Entry Requirements to submit applications to GSA;
- (b) use reasonable endeavours to put forward the minimum number of Applicants specified in the Schedule for the GSA Programme for each Intake by the application deadline specified in the Schedule;
- (c) ensure that Applicants are fully advised of the financial requirements (including but not limited to the need for successful Applicants to be financially sustainable for the whole period of the study);
- (d) provide Applicants with advice on UK immigration and visa requirements and make Applicants aware that securing the offer of a place on the GSA Programme does not guarantee entry into the UK to study and that it shall be the Applicant's responsibility to obtain the necessary visa and/or permits to study in the UK; and
- (e) consult GSA on any proposed changes to the Partner Programme before they are introduced to ensure that the changes do not impact on the curriculum and fit with the GSA Programme.

4.2 GSA will:

- (a) manage the admissions and financial processes relating to the GSA Programme;
- (b) subject to the Applicants' meeting the Entry Requirements, for each consecutive Intake will offer a place on the GSA Programme for Academic Year three and four to up to the maximum number of GSA Students specified in the Schedule;
- (c) advise successful Applicants in writing of the relevant Fees;
- (d) provide GSA Students with a GSA registration number and card, on-line access to appropriate GSA resources (subject to the GSA Student's compliance with GSA's policies) and provide orientation and induction on arrival in Glasgow and reasonable assistance finding accommodation;
- (e) Agree the Award on GSA Students who successfully complete Academic Years three and four of the GSA Programme; and the Award will be conferred by The University of Glasgow;
- (f) advise the Partner on any proposed changes to the GSA Programme before they are introduced to ensure that the changes do not impact on the curriculum and fit with the Partner Programme;
- (g) Provide GSA Students and RSVVA with advice on current visa requirements.

- 4.3 GSA shall have absolute discretion as to whether an Applicant has met the Entry Requirements and should be offered a place on the GSA Programme.
- 4.4 GSA may, at its discretion, sponsor GSA Students to study in the UK under the terms of its Tier 4 sponsorship registration with the United Kingdom Home Office ("**Home Office**"). Where GSA does so the Partner will provide GSA with any information and assistance as GSA requires enabling it to comply with its obligations to the Home Office, including without limitation assistance with the vetting of Applicants.
- 4.5 Each Party will perform the responsibilities assigned to it pursuant to this Clause 4 with reasonable skill and care and in accordance with all applicable laws, rules and regulations that apply to it.

5. **Marketing And Publicity**

- 5.1 All publicity and marketing materials to be used by the Partner to market the GSA Programme and/or which refer to GSA or contain any of the logos, trademarks or other intellectual property of GSA, shall be submitted by the Partner to GSA for prior written approval. All such materials shall be accurate and shall not contain inappropriate or misleading comparisons with other third party programmes, derogatory statements about third parties, misleading statements or advice about recognition of awards and/or statements that could reasonably bring GSA into disrepute. The same shall apply to the logos, trademarks or other intellectual property of The University of Glasgow.
- 5.2 The Partner shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property of GSA upon termination or expiry of this Agreement for any reason.
- 5.3 All costs incurred by the Partner when marketing the GSA Programme will be the sole responsibility of the Partner.

6. **Assessment, Academic Standards, Student Complaints and Conduct**

- 6.1 The GSA rules, regulations and procedures as published on the GSA website are amended from time to time and will apply to GSA Students on the GSA Programme in relation to: assessment and academic appeals; cases of academic misconduct; non-academic misconduct committed by a GSA Student during such time when the GSA Student is within the premises of the home campus of GSA; and complaints relating to the teaching provision or the accommodation and facilities.
- 6.2 The Partner shall, during the term of this Agreement, ensure that the Partner Programme satisfies the requirements of any academic quality assurance regime and/or the requirements of any professional or regulatory body to which it is subject. The Partner acknowledges that GSA is required by the Quality Assurance Agency for Higher Education ("**QAA**") in the United Kingdom to maintain academic standards and the Partner shall, during the term of this Agreement, maintain the academic standards of the Partner Programme such that GSA is able to meet its obligations to the QAA and notify GSA immediately of any proposed changes to the Partner Programme.

6.3 The Partner acknowledges that GSA is required to conduct annual monitoring and review of its academic programmes and collaborative partners under GSA's Collaborative Provision Policy (available on the GSA's website, as may be amended). The Partner agrees that GSA shall have the right to review this Agreement annually, which shall include a right of access to the Partner's premises, records and personnel to the extent required to assess the academic standards of the Partner Programme, and the Partner shall provide reasonable assistance and information to GSA to enable it to conduct any such annual reviews within any timescales reasonably requested by GSA in writing.

7. Termination

7.1 If following any review under Clause 6.3 the collaboration is not operating to the satisfaction of GSA, or the academic standards of the Partner Programme are not in GSA's reasonable opinion being maintained then, following such review, GSA may terminate this Agreement immediately without penalty (subject always to Clause 7.4) upon written notice to the Partner.

7.2 Subject to Clause 7.4, this Agreement may be terminated by each Party without penalty:

7.2.1 on six (6) months' prior written notice to the other Party without cause; and/or

7.2.2 by written notice to the other Party if the other Party (i) materially breaches this Agreement (and the breach, if capable of remedy, is not remedied within thirty (30) days following the date of notice requiring the breach to be remedied); (ii) engages in conduct that is prejudicial to the reputation of the Party serving notice; or (iii) enters into insolvency or equivalent proceedings.

7.3 Following the expiry or termination of this Agreement for any reason each Party shall return to the other Party, at its own expense, all materials in its possession belonging to the other Party relating to the GSA Programme. Each Party shall return or destroy (at the option of the other Party) all confidential information of the other Party then in its possession or control provided always that each Party shall be entitled to retain copies of confidential information as may be required by it in order to comply with any law or regulatory requirement.

7.4 The Parties shall ensure that upon termination or expiry of this Agreement satisfactory arrangements are put in place for all existing GSA Students on the GSA Programme, and for Applicants to whom an offer of a place on the GSA Programme has been formally made and accepted, to complete the GSA Programme. The relevant terms of this Agreement will continue in force to the extent necessary to allow such GSA Students and/or Applicants to complete the GSA Programme and be assessed for the Award.

7.5 Termination of this Agreement will not affect the rights of each Party against the other in respect of the period up to and including the date of termination.

Notwithstanding the foregoing, Clauses 1, 4.4, 5, 7, 10, 11, 10, 11, 12 and 13 shall survive termination and/or expiry of this Agreement.

8. Confidential Information

8.1 Each Party shall not, during the term of this Agreement or at any time thereafter, disclose to any third party any confidential information of the other Party or make use of any such confidential information except as necessary to fulfil its obligations under this Agreement.

8.2 Clause 8.1 shall not apply to any information which:

(i) becomes generally known to the public, other than by reason of an act or omission of the recipient;

(ii) is required to be disclosed pursuant to any applicable laws or to any competent governmental, statutory or supervisory body to which the relevant Party is subject;

(iii) is required to be disclosed pursuant to any court order; or (iv) is disclosed by a Party to its professional advisers.

8.3 The Parties acknowledge that GSA is subject to the Freedom of Information (Scotland) Act 2002 ("**FOISA**") (as may be amended). The Partner will provide reasonable assistance to GSA to enable GSA to comply with its information disclosure requirements under FOISA. GSA will be permitted to disclose confidential information of the Partner in response to a Request for Information (as defined under FOISA), and any such disclosure shall not be a breach of Clause 8.1.

9. Data Protection

9.1 For the purpose of the Agreement, "**Data Protection Law**" shall mean any law that applies from time to time to the Processing of Personal Data by either Party under this Agreement, including the EU Data Protection Directive 95/46/EC, the EU Privacy & Electronic Communications Directive 2002/58/EC, Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) all national legislation (including the Data Protection Act 1998) and subordinate legislation in the United Kingdom and any applicable decisions and guidance made under any of them. The Terms "Data Controller", "Data Subject" and "Personal Data" shall have the meanings ascribed to them in Data Protection Law.

9.2 With respect to the Parties' rights and obligations under the Agreement, the Parties agree that for the purposes of Data Protection Law, both Parties are Data Controllers in relation to Personal Data.

9.3 Each Party shall process any personal data only to the extent, and in such a manner, as is necessary for the purpose of performing its obligations under this Agreement and in the case of GSA for wider activity. Neither Party will transfer any of the personal data outside the European Economic Area, except where a Data Processing Agreement is in place with the other party.

9.4 Each Party shall comply with its obligations under Data Protection Law by:

9.4.1 obtaining any consent required under Data Protection Law and that information provided to Data Subjects at the time of collecting their Personal Data is clear and provides sufficient information to the Data Subjects for them to understand the circumstances in which it will be shared and the purposes for the data sharing; and

9.4.2 providing to the other Party any information necessary to enable the other Party to perform its obligations under Data Protection Law; and

9.4.3 co-operating with one another so that both Parties can comply with their obligations under Data Protection Law in respect of any data collected, held or processed as part of this Agreement; and

9.4.4 taking appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (including, but not limited to, adequate back-up procedures and disaster recovery systems) to ensure a level of security appropriate to the risk and which, satisfies the requirements of GDPR as a minimum.

9.5 Each Party agrees to indemnify and keep the other Party indemnified against all claims and proceedings and all liability, loss, costs and expenses whatsoever incurred in connection therewith by the other Party as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of that Party's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by it, its employees or agents in its performance of this Agreement or as otherwise agreed between the Parties.

9.6 Both Parties agree to use all reasonable efforts to assist each other to comply with Data Protection Law. For the avoidance of doubt, this includes (without limitation) each Party notifying the other Party immediately upon becoming aware of a breach of this Clause 9.

10. **Insurance and Liability**

10.1 At all times during the period of this Agreement, each Party will obtain and/or maintain appropriate policies of employer's liability, public liability, and professional indemnity insurance in respect of its involvement in this Agreement in amounts which are reasonable and customary for academic institutions of a comparable size and that are undertaking similar activities as the Parties and on request, shall provide written proof of the existence of such insurances to the other Party.

10.2 In no circumstances shall either Party be liable for any loss, damage, costs or expenses of any nature in relation to (i) indirect, special or consequential losses; or (ii) any loss of profits (whether direct or indirect) or goodwill which arises directly or indirectly from that Party's breach or non-performance of this Agreement, or negligence in the performance of this Agreement or from any liability arising in any other way out of the subject matter of this Agreement, save that nothing in this Agreement excludes any liability for death or personal injury, liability for fraud or fraudulent misrepresentation or any other liability which cannot by law be excluded.

10.3 Subject to Clause 10.2 above, GSA's entire aggregate liability to the Partner, whether arising under this Agreement or otherwise (including under the laws of negligence) shall not exceed the total fees payable to GSA in respect of students recruited for the Programme by the Partner under this Agreement.

11. **Dispute Resolution**

11.1 If at any time a dispute arises in connection with this Agreement, then prior to raising any court action the Parties shall first meet and use reasonable efforts to resolve the dispute in good faith.

12. **Intellectual Property**

12.1 For the avoidance of doubt all Background IP used in connection with this Agreement or the Programme shall remain the property of the Party introducing the same. Neither Party shall make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background IP of the other Party except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Party, save as granted by this Agreement.

12.2 The Parties acknowledge that the GSA Programme shall be delivered by GSA and that all teaching and course materials relating to the GSA Programme are owned by and shall remain the property of GSA.

13. **General**

13.1 Each Party shall at all times comply with the Relevant Requirements, shall have and maintain appropriate policies and procedures to ensure compliance with the Relevant Requirements (which it shall enforce where appropriate) and shall immediately notify the other Party of any demand for any undue financial or other advantage of any kind received by it in connection with the Partner Programme, the GSA Programme or this Agreement.

13.2 Neither of the Parties will discriminate against any Student or any member of staff on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

- 13.3 Neither Party shall be liable for failures or delays in performance arising from any cause beyond its control, including but not limited to acts of God or civil or military authority, fires, strikes, lockouts, labour disputes, epidemics, governmental restrictions, wars, terrorist acts, riots, earthquakes, storms, typhoons and floods. In the event of any such delay, the time for the Party's performance shall be extended for a period equal to the time lost due to the delay (to be remedied with all due despatch in the circumstances).
- 13.4 Any notice required to be given under this Agreement shall be served by international courier addressed to the other Party at the address set out above or such other address as notified for this purpose from time to time.
- 13.5 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 13.6 Neither Party shall have the right to assign, delegate, transfer or otherwise dispose of its rights and/or obligations under the Agreement without the prior written consent of the other Party. The Partner shall not sub-contract any of its obligations under this agreement or any aspect of the delivery of the Partner Programme without the prior consent of GSA.
- 13.7 This Agreement shall not be varied other than in writing, signed by the duly authorised representatives of each of the Parties.
- 13.8 Nothing in this Agreement shall create, nor is intended to create a corporate partnership or joint venture between the Parties.
- 13.9 This Agreement constitutes the entire agreement between the Parties and supersedes all other agreements, statements, representations or warranties made by or between the Parties in respect of the subject matter. The parties acknowledge that in entering into this Agreement neither of them has relied upon any such statements, representations or warranties not set out in this Agreement.
- 13.10 This Agreement is written in the English language. If this Agreement is translated into any other language, the English language version shall prevail. Any notice given under or in connection with this Agreement will only be effective if it is in the English language.
- 13.11 This Agreement is to be governed by the laws of Scotland and the Parties hereby irrevocably agree that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 13:12 Each Party shall at all times comply with applicable health and safety and environmental laws in its relevant jurisdiction.
- 13:14 In the event that either Party undergoes a change of control (as defined in section 416 of Income and Corporation Taxes Act 1988), a change of status or a change in ownership that Party shall inform the other Party in writing as soon as reasonably practical.

This is the Schedule referred to in the Memorandum of Agreement between The Reykjavik School of Visual Arts and The Glasgow School of Art – dated 1st June 2018

SCHEDULE

GSA Programme(s)	BA (Hons) – Textile Design
RSVA Programme	Diploma - Textiles
Award	BA (Hons) – Textile Design
Awarding Body	The University of Glasgow (UoG) ¹
Number of consecutive Intakes	Five
Fees (per annum)	£16,800 for Academic Year 2019-20. This figure is subject to amendment from time to time.
Entry Requirements to GSA	<ul style="list-style-type: none"> • Students who have completed the RSVA Diploma in Textiles are eligible to apply • The standard of competence in English as required by GSA from time to time, which shall as a minimum comply with the standard of competence in English required by the UK Home Office at the time of the Student's admission to the Programme; and • Students with 8 or above in English in the Stúdenspróf, should be acceptable. Students who are not EEA citizens, or who do not have the above grades will need to provide a Secure English Language Test: GSA require an IELTS of 6.0 (with a min 5.5 in a single element)
Maximum number of GSA Students	THREE (or such other number as may be agreed in writing between the parties)
Application Deadline	30/06/2019 (subject to annual adjustment)

¹ GSA is an accredited institution of UoG, UoG validates GSA degree programmes and therefore the Award will be conferred by UoG, not GSA.

IN WITNESS WHEREOF these presents consisting of this and the preceding ten pages together with the Schedule are signed as follows:

Signed for and on behalf of The Glasgow School of Art by:-



Name: Professor Ken Neu

Position: Deputy Director (Academic)

Date: 24/10/18

Place: The Glasgow School of Art

Before the following witness:-


Signature: Charlotte

Name: CHARLOTTE

Address: The Glasgow School of Art

Date: 24/10/18

Signed for and on behalf of The Reykjavik School of Visual Arts by:-



Name: Aslang Thorlacius

Position: Director

Date: 26.10.2018

Place: Reykjavik

Before the following witness:-

Signature: Charlotta R.M.

Name: CHARLOTTA R. MAGNÚSDÓTTIR

Address: SOGAVEGUR 210

Date: 26.10.2018