



LEEDS ARTS UNIVERSITY

Progression Agreement

This Agreement is made between Leeds Arts University, Higher Education Corporation, Blenheim Walk, Leeds, LS2 9AQ ('the University') and, Myndlistaskólinn í Reykjavík / The Reykjavík School of Visual Arts ('the Institution')

The Institution

Company Name: Myndlistaskólinn í Reykjavík

Address: Hringbraut 121

City: 101 Reykjavík

Country: Iceland

Whereas following the Memorandum of Understanding signed October 27th 2017, the University and the Institution wish to enter into an arrangement whereby students from the Institution may automatically progress onto the courses delivered by the University as outlined in **Schedule 1** provided that certain requirements, as outlined in this Agreement, are met.

This Agreement is dated on November 9th 2022 ('Commencement Date'). Both parties agree to the terms and conditions as stated in this Agreement.

DEFINITIONS

'BA (Hons) Entry' means acceptance by the University of the Institution's Students who have achieved the Minimum Entry Qualification of the Institution's International Foundation in Art and Design (IFAD) Qualification or the appropriate level of the Institution's Undergraduate qualification;

MA Entry means acceptance by the University of the Institution's Students who have achieved the successful completion of the Institution's Undergraduate Qualification

'International Foundation in Art and Design (IFAD) Programme' means the Institution's International Foundation programme in Art and Design as more particularly described under the Appendix;

'Institution's Representative' means the member of staff appointed by the Institution for the purposes of this Agreement and as named in **Schedule 1**;

'Institution's Students' mean students from the Institution applying to enrol on the University courses outlined in **Schedule 1**;

'University's Minimum Entry Qualification' means that offers of placement by the University to the Institution's students will be dependent on each individual student's demonstration of:

- (1) successful completion of, and official written confirmation from the Institution confirming the award of the students current qualification at the required level'
- (2) an IELTS score (or equivalent qualification) of 5.5 (with not less than 5.5 in any component) for undergraduate entry; an IELTS score (or equivalent qualification) of 6.0 (with not less than 5.5 in any component) for postgraduate entry;
- (3) a satisfactory portfolio/audition , as per the University's standard application process.

'University's Representative' means the member of staff appointed by the University for the purposes of this Agreement and as named in **Schedule 1**

1. AGREEMENT

1.1 This Agreement will start on the Commencement Date and the Appointment shall be deemed to have commenced on the Commencement Date and shall continue for five (5) years unless terminated as provided by the terms of this Agreement; or by either party giving to the other not less than 90 days prior written notice.

1.2 This Agreement will be considered to be terminated after five (5) years, unless formally renewed in writing by both parties.

1.3 This Agreement together with the Schedules constitute the entire Agreement and supersedes any prior understandings and agreements, either oral or in writing.

2 SCOPE OF THE AGREEMENT

2.1 The Institution's Representative will each year notify the University Representative of the number of the Institution's Students who, subject to achieving the University's Minimum Entry Qualification, may be granted BA (Hons) Entry.

2.2 The University shall grant BA (Hons) Level 4, 5 or 6 Entry to the Institution's Students who, at the sole discretion of the University, meet the University's Entry Qualification.

2.3 The Institution will not without the written consent of the University's Representative substantially alter the syllabi or methods of assessment for the Institution's Programme as described in **Schedule 2**.

2.4 For the avoidance of doubt, the Institution remains free to assess its Students in accordance with its normal criteria and practices as detailed in 2.3, which have been assessed and approved by the University. The University remains free to assess all students on University courses in accordance with its normal criteria and practices.

2.5 The Institution's Representative shall inform the University's Representative in writing of any proposed changes to matters described under **Schedule 2**.

2.6 For the avoidance of doubt, this is not an exclusive Agreement. Neither party shall be prevented from entering into other Progression Agreements by virtue of entering into this Agreement.

2.7 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, authorise the Institution to make or enter into any commitments for or on behalf of the University, or claim influence over decisions undertaken by the University.

2.8 Unless specifically authorised to do so by the University in writing, the Institution shall not:

- a) have any authority to incur any expenditure in the name of the University;
- b) give any condition or warranty on the University's behalf;
- c) make any representations, including but not limited to representations to prospective students on behalf of the University.

3. FINANCIAL ARRANGEMENTS

3.1 The Institution's students will be liable for the relevant annual tuition fees as set out in the University's HE Tuition Fee and Bursary Policy.

3.2 The Institution's students will be expected to agree to the University's terms and conditions on enrolment.

4 OBLIGATIONS OF THE INSTITUTION

4.1 The Institution shall promote the Agreement to its Students, and offer assistance where appropriate to support Students through the Application process.

4.2 The Institution shall appoint a member of staff to offer information, support and guidance to prospective Students.

4.3 The Institution shall adhere to the University entry requirements including English language requirements.

4.4 The Institution shall use all reasonable endeavours to verify the identity of prospective Students and shall not knowingly submit applications from prospective Students whose identity is other than that which has been verified.

4.5 The Institution shall not misrepresent or knowingly create any false impression or otherwise provide any inaccurate information concerning the costs, availability of part time work or the general student experience at the University.

4.6 The use by the Institution of the Leeds Arts University logo or any other University Intellectual Property, including Trade Marks, Trade Names or emblems, for promotional or any other purposes is solely by agreement with the designated University Representative. Advertising or promotional copy should be approved by the University Representative before publication.

4.7 The Institution is not authorised to accept fees on behalf of the University.

5 OBLIGATIONS OF THE UNIVERSITY

5.1 The University shall at its expense supply the Institution with such stocks of the promotional materials as agreed with the University Representative.

5.2 The University reserves the right at all times and at any time:

- a) to change the description and details of the courses of study published in the prospectus (both online and in hardcopy) and any other course specifications which the University provides from time to time;
- b) to change the courses of study syllabuses and content;
- c) to change the location of delivery of the courses of study;
- d) to change the personnel delivering the courses of study and or other educational services which the University provides from time to time;
- e) to change the qualification awarded on completion of the courses of study;
- f) to discontinue any course of study; and/or
- g) to combine any course of study with another course of study;
- h) to change the entry criteria and/or qualifications required for any course of study; and/or
- i) to change the application process and/or procedure;
- j) to change the designated University Representative.

5.3 The University shall use its reasonable endeavours to ensure the accuracy and currency of all information provided by it, whether contained in the promotional materials or otherwise, but the University gives no condition or warranty in this respect, and the Institution hereby acknowledges that the University shall not be liable for any loss or damage (whether direct, indirect or consequential and whether foreseeable or not)

suffered by the Institution as a result of any information being incomplete, inaccurate or out of date.

5.4 The University shall consider all applications and recommendations properly submitted to it by the Institution in accordance with the terms of this Agreement.

5.5 The University shall have sole and absolute discretion in relation to the following decisions:

- a) whether to offer a place on any course of study to any prospective student recommended by the Institution;
- b) whether to accept any prospective student as a member of the University

6 DATA PROTECTION AND GDPR

6.1 The Institution acknowledges that data processing under this Agreement will be subject to Data Protection Legislation and as such will comply with the Data Processing Agreement included in this Agreement in **Schedule 3** ('The Data Processing Agreement').

6.2 The Institution consents to the University holding and processing relevant Personal Data for legal, personnel, administrative and management purposes where required for the purposes of this Agreement.

7 CONFIDENTIALITY

7.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of 3 years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 9.2

7.2 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 exercising the party's rights or carrying out its obligations under or in connections with 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 9.
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) the parties agree in writing is not confidential or may be disclosed.

7.4 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

7.5 Data relating to prospective or enrolled students at the University ('Student Data') shall be kept confidential indefinitely, including following termination of this Agreement.

8 TERMINATION

8.1 The University reserves the right, upon written notice being issued by the University Representative to terminate this Agreement with immediate effect without cause or prior notice if at any time the Institution:

- a) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the University;

- b) commits any fraud or dishonesty or acts in any manner which in the opinion of the University brings or is likely to bring the Institution or the University into disrepute or is materially adverse to the interests of the University;
- c) is in the reasonable opinion of the University negligent or incompetent in the performance of the obligations under this Agreement; or
- d) is declared bankrupt or insolvent or makes any arrangement with or for the benefit of its creditors or is the subject of a county court administration order or equivalent.

8.2 On the Termination Date the Institution shall:

- a) immediately deliver to the University all University Property held or controlled by the Institution or its employees;
- b) cease claiming to have access to any information relating to the courses of study offered by the University or being in a position to advise prospective students regarding enrolment for courses of study at the University.

8.3 Upon Termination, any of the Institution's Students currently being considered under this Agreement will be referred to the University's standard application process.

9 COMPLIANCE WITH LAWS

9.1 The Institution must comply with all relevant laws and the requirements of any statutory provisions arising in the performance of the representative services. The construction, validity, performance and execution of this Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

10 WAIVER

10.1 A right under this Agreement will only be waived where the waiver is in writing and is signed by the relevant party.

10.2 A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

11 SUBCONTRACTING

11.1 The Institution will not subcontract any part of its rights or obligations under this Agreement without the University's prior consent in writing.

11.2 Any consent given by the University for the Institution to subcontract:

- (a) will not operate as an authority to transfer responsibility to the subcontractor;
- (b) will not relieve the Institution from any of its liabilities or obligations under this Agreement.

11.3 The Institution will not assign this Agreement or any of the benefits under this Agreement without the University's consent.

12 RESOLUTION OF DISPUTES

12.1 If any disputes or differences shall arise between the parties out of or in connection with this Agreement then either party may give the other seven days' notice in writing to resolve the dispute or difference through an Alternative Dispute Resolution (ADR) Procedure as recommended by the Centre for Dispute Resolution.

13 UNAVOIDABLE DELAY

13.1 A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this Agreement) if that default:

- (a) is caused by force majeure; or
- (b) continues for less than three days, except in cases of serious and fundamental breach of the Agreement by the Institution.

14 NOTICES

14.1 Notices must be in writing and may be delivered by prepaid postage, by hand, or by acknowledged e-mail transmission to the parties at the address specified in Schedule 1 or other address subsequently notified by a party to the other. Notices will be deemed to be given:

- a) two days after deposit in the mail with postage prepaid;
- b) immediately upon delivery by hand;

d) immediately upon e-mail acknowledgement from the University Representative or Institution Representative as being received (excluding an 'auto-reply').

15 RIGHTS OF THIRD PARTIES

15.1 The Agreement does not create any right enforceable by any person not a party to the Agreement.

16 INDEMNITIES

16.1 The Institution will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the University, its officers, servants or representatives, arising from the unlawful or negligent acts or omissions of the Institution in the course of the performance (or attempted or purported performance) of the representative services.

16.2 The Institution releases and indemnifies the University and all its officers, servants and representatives from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person, including the Institution, arising from:

- (a) any wilful or negligent act or omission of the Institution;
- (b) any unlawful or negligent act or omission of the visitors, invitees or licensees of the Institution;
- (c) death, injury, loss or damage suffered by the Institution or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the wrongful act or omission of the University.

17 ANTI-BRIBERY COMPLIANCE

17.1 The Institution shall:

- a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

18 FREEDOM OF INFORMATION

18.1 Under the Freedom of Information Act 2000 ('FOIA'), the University is obliged to publish certain information about its activities. The University is also subject to requests by members of the public.

18.2 The Institution understands that, as a public authority, the University is subject to the FOIA and, as such, may be required to reveal information relating to this Agreement if not covered by exemption under Section 44 of the Act.

18.3 The University will endeavour to keep the Institution informed of any Freedom of Information request that relates to this Agreement.

Signed on behalf of Leeds Arts University




Signature

.....
Name: Professor Randall Whittaker (Pro-Vice-Chancellor Academic)

Date: ...01/11/22.....

Signed on behalf of the Institution

Signature 

Name: Áslaug Thorlacius, Head of School

Date: November 9th 2022

SCHEDULE 1

1 DESIGNATED STAFF

1.1 The University Representative for Leeds Arts University is

Name: Jenny Oxley

Designation: Head of Internationalisation

Address: Blenheim Walk, Leeds LS2 9AQ UK

Email Address: jenny.oxly@leeds-art.ac.uk

1.2 The Institution Representative for the Institution is:

Name: Roxana Cziker

Designation: International Officer

Address: Hringbraut 121, 101 Reykjavík

Email Address: roxana@mir.is

3 ELIGIBLE COURSES OF STUDY

- BA (Hons) Animation

- BA (Hons) Comic & Concept Art
- BA (Hons) Creative Advertising
- BA (Hons) Creative Writing
- BA (Hons) Fashion Branding with Communication
- BA (Hons) Fashion Design
- BA (Hons) Fashion Photography
- BA (Hons) Filmmaking
- BA (Hons) Fine Art
- BA (Hons) Graphic Design
- BA (Hons) Illustration
- BA (Hons) Photography
- BA (Hons) Textile Design
- BA (Hons) Visual Communication
- BMus (Hons) Popular Music Performance

- MA Animation
- MA Creative Practice
- MA Digital Fashion
- MA Fine Art
- MA Graphic Design
- MA Illustration with Graphic Novel
- MA Photography
- MA Worldbuilding with Creature Design

2. PROSPECTIVE STUDENTS QUOTA

[Details of goals and expectations set up in discussion between the University and Institution]

SCHEDULE 2

<https://myndlistaskolinn.is/english/full-time-studies/visual-arts-foundation-two-year-programme-towards-matriculation>

<https://myndlistaskolinn.is/english/full-time-studies/visual-arts-foundation-one-year-programme>

<https://myndlistaskolinn.is/english/full-time-studies/two-year-diploma-programme-fine-art-painting>

<https://myndlistaskolinn.is/english/full-time-studies/two-year-diploma-programme-illustration>

<https://myndlistaskolinn.is/english/full-time-studies/two-year-diploma-programme-textiles>

SCHEDULE 3

Data Processing Agreement

Agreed Purposes: Data shall be processed only for the purposes of complying with the requirements of this Agreement, and for any legal or statutory obligations.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: have the meanings as set out in the UK Data Protection Legislation in force at the time.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR as amended, , the EU GDPR and the Data Protection Act 2018; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data

Permitted Recipients: the parties to this agreement and the employees of each party

1.1 Each party shall comply with all the obligations imposed on it under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.2 Particular obligations relating to data sharing. Each party shall:

(a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to the Permitted Recipients for the Agreed Purposes;

(b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

(c) process the Personal Data only for the Agreed Purposes;

(d) not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

(e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

(f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

(i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

(ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.3 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

(a) consult with the other party about any notices given to data subjects in relation to the Personal Data;

(b) promptly inform the other party about the receipt of any data subject access request;

(c) provide the other party with reasonable assistance in complying with any data subject access request;

(d) not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;

(e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

(g) at the written direction of the Data Discloser, delete or return Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;

(h) use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.3 and allow for audits by the other party or the other party's designated auditor; and

(j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

1.4 Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle.

