

PROGRESSION AGREEMENT

UNIVERSITY FOR THE CREATIVE ARTS, UK

AND

**MYNDLISTASKÓLINN Í REYKJAVÍK
(REYKJAVIK SCHOOL OF VISUAL ARTS, ICELAND)**

DATED

26/06/2018

THIS PROGRESSION AGREEMENT IS MADE ON THE 24/05/2018

BETWEEN

THE UNIVERSITY FOR THE CREATIVE ARTS, FALKNER ROAD, FARNHAM GU9 7DS (UCA)

AND

MYNDLISTASKÓLINN Í REYKJAVÍK (REYKJAVÍK SCHOOL OF VISUAL ARTS), HRINGBRAUT 121, 101 REYKJAVÍK, ICELAND (RSVA)

The Parties hereto, recognising the benefits of establishing international links, wish to strengthen the ties between their respective institutions by entering into this Progression Agreement.

NOW IT IS HEREBY AGREED

1. INTERPRETATION

1.1 For the purpose of this Agreement:

| | |
|---------------------------------------|---|
| "Commencement Date" | Means <insert date> |
| "The Parties" | Means UCA and RSVA |
| "Intellectual Property Rights" | Means any patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in software and websites), database rights, trade or business names, know how, research and results, improvements and other similar intellectual property rights or obligations whether registrable or not in any country whether now known or future |
| "Materials" | Means any publicity and/or promotional materials approved in accordance with Clause 8 |
| "Term" | Means the period of <five (5) years> from the Commencement Date |

- 1.2 References to the singular shall include the plural and vice versa.
- 1.3 References to Clauses are to clauses in this Agreement, references to Schedules are to schedules to this Agreement and references to this Agreement shall include the Schedules.
- 1.4 Headings are inserted for convenience only and no account shall be taken of the headings in construing this Agreement.

- 1.5 References to legislation shall include references to such legislation as amended or re-enacted from time to time.

2. APPOINTMENT

- 2.1 UCA hereby appoints RSVA for the Term to advise prospective students of UCA on course entry requirements, as set out in Schedule 1 hereto, as amended and notified to the Partner Institution from time to time, and on prospective students' applications generally as directed by UCA, subject to the terms and conditions of this Agreement.
- 2.2 The Agreement relates to prospective students of UCA eligible to pay fees at the international students' rate from time to time in force and extends to prospective students eligible to pay fees at the UK/EU students' rate.
- 2.3 RSVA shall have no authority whatsoever, whether express or otherwise, to make any offer of a place to any prospective student or students or to suggest to any student or students that UCA will offer a place to the prospective student or students.
- 2.4 UCA is under no obligation to make any offers to a prospective student or students referred to it by the Partner Institution and shall be entitled to reject all or any of the applications.
- 2.5 RSVA shall have no authority whatsoever to enter into any agreement or contract which may bind UCA.
- 2.6 RSVA and UCA mutually warrant that there are no restrictions affecting their rights to enter into this Agreement and to fulfil their respective obligations hereunder. Furthermore, RSVA warrants that there are no restrictions affecting its ability to provide the services and to perform the obligations hereunder.

3. TERM AND TERMINATION

- 3.1 This Agreement will come into force upon the signature of both Parties and will continue for the Contract Term or until terminated by either Party giving 90 days written notice.
- 3.2 Termination of this Agreement, however arising, will be without prejudice to the rights and duties of either Party accrued prior to termination.
- 3.3 The clauses of this Agreement, which are expressly or impliedly intended to continue after termination, shall continue in effect after termination.
- 3.4 Either Party may terminate this Agreement forthwith if the other Party commits a material breach of this Agreement which has not been remedied after 28 days written notice of the breach (such notice expressly referring to possible termination of this Agreement).
- 3.5 UCA may terminate this Agreement forthwith if RSVA becomes insolvent.

4. UCA'S DUTIES

- 4.1. During the continuance of this Agreement UCA shall act in good faith and shall:
 - Provide current complete and sufficient Materials which are necessary for the performance by RSVA of its obligations under this Agreement;
 - Where possible, make all such information available on its website and provide details of the relevant web pages;
- 4.2. UCA will evaluate each application made by a prospective student and determine whether that student is eligible for admission to UCA and will, as appropriate, make an offer in writing to that student.
- 4.3. Admission to study at the UCA will be subject to the student meeting the admission requirements of UCA. Prospective students shall meet the English language requirements of UCA.

5. RSVA'S DUTIES

- 5.1. RSVA shall use its best endeavours to advise prospective students on course entry requirements and on prospective students' applications generally as directed by UCA, and shall disclose to UCA all information relevant to UCA's decision whether to offer a place or places to a prospective student or students.
- 5.2. RSVA shall at all times act conscientiously and in good faith towards UCA and not let its own personal or business interests conflict with the duties owed to UCA under this Agreement or the general law.
- 5.3. RSVA shall comply with all reasonable and lawful instructions given by UCA concerning the performance of its obligations under this Agreement.
- 5.4. RSVA shall not engage in any conduct which in the opinion of UCA is prejudicial to UCA and in particular shall not take bribes or make secret profits from the performance of its obligations under this Agreement.
- 5.5. RSVA shall use its best endeavours to ensure that any or all staff engaged in fulfilling RSVA'S obligations under this Agreement shall be trained to a high professional standard in all aspects of student recruitment and counselling, such training to include, where possible, familiarisation visits to UCA and meetings with representatives of UCA. All costs in relation to such training, visits and meetings shall be borne by RSVA.
- 5.6. RSVA shall address all enquiries or formal applications to the Director of Internationalisation at UCA. All such enquiries or formal applications will be recorded by UCA.
- 5.7. RSVA shall not, without prior written authorisation from UCA, use the name of UCA for purposes unconnected with this Agreement and, in any event, will not knowingly make any public statements of an adverse or prejudicial nature in relation thereto.

6. CONFIDENTIALITY

- 6.1. The Parties shall, at all times, both during the term of this Agreement and after its termination, maintain in strictest confidence and shall not directly or indirectly divulge or communicate to any third party without the other party's prior written consent any financial, technical, commercial and/or other confidential information concerning the other party or the subject matter of this Agreement except for information or materials which are required to be disclosed for the purposes of this Agreement, or information or materials in the public domain, provided that such information or materials do not come into the public domain as a consequence of a breach of this Clause 5, or are information or materials which are required to be disclosed by law.
- 6.2. Both Parties will keep confidential the terms of this Agreement.

7. INTELLECTUAL PROPERTY

- 7.1. Except as provided by this Agreement, the Parties shall not make use of any Intellectual Property of the other Party without express written consent.
- 7.2. UCA grants RSVA a non-exclusive licence to use the Materials (including UCA's logos and trade marks for marketing) during the term of this Agreement as reasonably required by RSVA to perform the services under this Agreement. RSVA acknowledges that the benefit and use of UCA's Intellectual Property Rights (including logos, trademarks and goodwill accruing through use of UCA's Intellectual Property Rights) shall inure to UCA absolutely. RSVA will use best endeavours not to use the UCA's Intellectual Property Rights at any time in a manner likely to prejudice UCA's Intellectual Property Rights.

8. DATA PROTECTION

- 8.1. With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that UCA and the Contractor are both Data Controllers and Data Processors.
- 8.2. Both Parties shall process Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services, or as is required by law or any regulatory body.
- 8.3. Both Parties shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. The measures shall be appropriate to the harm that might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data that is to be protected.
- 8.4. The RSVA will be responsible for ensuring compliance with any applicable provisions of the Icelandic Personal Data Act. The RSVA shall be liable and shall indemnify (and keep indemnified) UCA against each and every action and proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements) and demand incurred by UCA which arise directly or indirectly in connection with the RSVA'S data control or data processing activities under this Agreement.

- 8.5. Where the partner institution is based outside of the European Economic Area, the partner institution will sign the model EU clauses at Schedule 3.

9. PUBLICITY AND PROMOTIONAL MATERIAL

- 9.1. All Materials to be used in connection with the performance of this Agreement shall be submitted to the Head of International Studies of UCA for formal written approval. For the avoidance of doubt in the absence of formal written approval the Materials shall be deemed to be unapproved.

10. NOTICES

- 10.1. Every notice given or required to be given under this Agreement (a "Notice") will be in writing in English and sent for the attention of the person, and to the address, specified in this clause (or such other address or person as the party may notify to the other, in accordance with the provisions of this clause) and will be:

- delivered personally; or
- sent by pre-paid registered mail.

- 10.2 The addresses for service of Notices are:

- (a) If to UCA, addressed to the relevant party at:

Head of International Studies
University for the Creative Arts
Falkner Road
Farnham
Surrey GU9 7DS

- (b) If to RSVA, addressed to such parties at:

Director of Reykjavík School of Visual Arts
Hringbraut 121
101 Reykjavík

- 10.3 A Notice is deemed to have been received:

- if delivered personally, at the time of delivery; or
- in the case of mail 7 days from the date of posting,

provided that if deemed receipt under the previous paragraphs of this clause is not within business hours (meaning 9 a.m. to 5.30 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt), that Notice will be deemed to be received when business next starts in the place of receipt.

- 10.4 In proving service of a Notice it will be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted.

- 10.5 Any notice addressed to either Party will be deemed (subject as provided in this clause) addressed to both such parties.

11. DISPUTE RESOLUTION

- 11.1. Day-to-day operation of the Agreement will be conducted between UCA staff and their counterparts within RSVA. It is in these interactions that disputes may initially become apparent. In the first instance the staff concerned shall endeavour to resolve any dispute.
- 11.2. This Agreement is intended to be legally binding and shall be subject to the laws of England and Wales and to the non-exclusive jurisdiction of the courts of England and Wales. Any dispute over the interpretation of this Agreement or over the operation of the partnership shall be raised by either Party at the earliest opportunity. Initially matters should be raised informally and discussed at the level where the disagreement arises. Should the issue not be resolved within 14 days, it shall be raised formally and in writing to the University Secretary at UCA and director of Reykjavík School of Visual Arts.
- 11.3. If the matter is still not satisfactorily resolved within a further 14 days, or if the disagreement is between the University Secretary at UCA and Director of Reykjavík School of Visual Arts the matter will be referred to the Vice Chancellor of UCA and the International Officer at RSVA.

12. FORCE MAJEURE

- 12.1. Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances which could not have been contemplated and which are beyond the Party's reasonable control.

13. MISCELLANEOUS

- 13.1. This Agreement and the documents referred to herein constitute the whole agreement between the Parties with respect to the subject matter hereof and shall be deemed to have effect from the Commencement Date in substitution for all previous agreements and arrangements between the Parties hereto with respect to the subject matter hereof (whether or not reduced to writing) all of which shall be deemed to have been terminated by mutual consent. Each Party acknowledges that it is not relying on any warranty, representation or undertaking by the other Party or any of its officers, servants or agents, other than as contained herein.
- 13.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.
- 13.3. Nothing in this Agreement shall create a partnership or joint venture between the Parties and save as expressly provided in this agreement neither Party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other Party.
- 13.4. A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

Progression Agreement

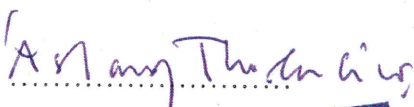
- 13.5. Neither Party shall without the prior consent in writing of the other, assign or sublet the whole or any part of the services duties or obligations which they are to undertake pursuant to this Agreement.
- 13.6. The express or implied waiver by either Party of any right under this Agreement or of any breach or default by the other shall not constitute a waiver of any other right under this Agreement or of the same breach or default on another occasion.
- 13.7. The Parties will, in performing their obligations hereunder, comply with the Bribery Act 2010. Both Parties will have and maintain policies and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws and will enforce those policies and procedures where necessary.

IN WITNESS whereof this Agreement has been executed the day and year first above-written

Signed 

Prof Bashir Makhoul
Vice Chancellor
UNIVERSITY FOR THE CREATIVE ARTS

Dated 26.6.2018

Signed 

Áslaug Thorlacius
Director
Reykjavík School of Visual Arts



Dated 26.6.2018

SCHEDULE 1 - Entry Requirements:

| RSVA | | UCA | |
|---------------------|---------------|---|--|
| Programme Title | Point of Exit | Programme Title | Entry Requirements (including English Language Entry Requirements) |
| Ceramics | RSVA Diploma | Ceramics | RSVA Diploma |
| Fine Art / Painting | RSVA Diploma | Fine Art | RSVA Diploma |
| Illustration | RSVA Diploma | Illustration | RSVA Diploma |
| Textiles | RSVA Diploma | Textile Design Fashion Textiles Fashion Textiles: Print Textiles for Fashion and Interiors | RSVA Diploma |