

**AGREEMENT**

**COVENTRY UNIVERSITY HIGHER EDUCATION CORPORATION**

**AND**

**NATIONAL NETWORK OF PRIVATE HIGHER EDUCATION –  
RENASUP**

**AND**

**LYCÉE ASSOCIATION DU GROUPE ROBIN**

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This Agreement is made the                      day of                      2013 between

**COVENTRY UNIVERSITY HIGHER EDUCATION CORPORATION** of Priory Street,  
Coventry, CV1 5FB, United Kingdom ("CU")

**AND**

**THE NATIONAL NETWORK OF PRIVATE HIGHER EDUCATION – RENASUP** of 277 rue  
Saint-Jacques 75240 Paris Cedex 05 ("RENASUP")

**AND**

**LYCÉE ASSOCIATION DU GROUPE ROBIN**, of impasse de l'église, 69560 Sainte  
Colombe, Vienne ("LYCÉE")

## **BACKGROUND**

- (A) CU is a higher education authority incorporated in England under the Education Reform Act 1988.
- (B) RENASUP is a network of private French Catholic education providers.
- (C) LYCÉE or RENASUP network institution is an education provider in France that provides second and final stages of secondary education in the French educational system.
- (C) CU, RENASUP and LYCÉE have agreed to collaborate in the provision of undergraduate degrees which will lead to an award by CU.

## **NOW IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the words and phrases listed in Column A below shall have the meanings set out opposite them in Column B.

<b>A</b>	<b>B</b>
Confidential Information	means all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, financials, trade secrets, know-how, personnel, strategic planning, design and development of websites and any suppliers including all intellectual property rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.
Programme(s)	The entire Stage I and Stage II leading to an award by CU of CU degree certificate namely, BA (hons) in Global Business (top-up), BA (hons) in Global Marketing, BA (hons) in International Hospitality and Tourism or such further programmes as detailed in Schedule 3.

Promotional Guidelines	The 'Promotional and Advertising Guidelines for use by Recognised Coventry University Collaborative Institutions and Organisations' as set out in Schedule 1.
Stage I	Any 2 year programme of study (BTS-CPGE, L2) with 120 ECTS recognised by any government of the Bologna Declaration Members.
Stage II	The third year (year 3) of the undergraduate programmes delivered by RENASUP'S network institution(s) the details of which will be set out in Schedule 2 and will be appended to this Agreement at a subsequent date.

- 1.2 Where RENASUP and CU agree, further programmes could be added to existing Coventry University London Campus that meets the needs of RENASUP'S network institutions and has passed CU's and RENASUP'S quality assurance process. Priority consideration will be given to courses that meet needs of a significant number of RENASUP'S network institutions. Such further programmes, where agreed, will be detailed in Schedule 3 which will be appended to this agreement at a subsequent date.
- 1.3 The set of programmes set out in Clauses 1.1 and 1.2 hereabove shall constitute RENASUP'S catalogue of programmes that may be delivered within RENASUP'S network institutions approved by CU.

## **2 COLLABORATION FRAMEWORK**

- 2.1 The Programmes that are available to RENASUP'S network will be subject to a separate agreement following CU's approval of the individual RENASUP network institution in line with CU's Institutional Approval Process ("IAP"). RENASUP network institution may run more than one of the listed Programmes.
- 2.2 RENASUP shall be responsible for circulating information among its network institutions.
- 2.3 Thereafter each of RENASUP's network institutions shall be responsible for marketing the Programme and recruiting students, in accordance with the Promotional Guidelines in Schedule 1.
- 2.4 RENASUP shall be responsible for the invoicing and collection of fees due and payable to CU by students enrolled on the Programme.
- 2.5 RENASUP shall be responsible for the maintenance of academic quality to the standards required by CU and adherence to CU's normal policy and procedures for the quality assurance, monitoring and enhancement of collaborative arrangements.

## **3 OPERATIONAL ARRANGEMENTS**

- 3.1 Students who satisfy the requirements for a CU award shall be eligible to receive that award at the appropriate awards ceremony of CU unless alternative arrangements are made and shall be entitled to wear the appropriate CU academic dress
- 3.2 The language of instruction and assessment shall be English.
- 3.3 The LYCÉE shall be responsible for and shall meet the costs of:

- (a) the provision of premises, and equipping the premises to appropriate standards for the delivery of the Programme, including rooms for general and specialised teaching, and rooms for related academic and support staff;
- (b) equipping and operating library and computing facilities to support the Programme;
- (c) recruitment and payment of local academic and support staff, their induction and on-going staff development;
- (d) ensuring that the staffing and physical and academic resources are maintained at an appropriate level in accordance with advice from CU;
- (e) marketing the Programme, in accordance with the Promotional Guidelines;
- (f) recruitment of students in accordance with the entry requirements and procedures set out in the Programme Specification;
- (g) the establishment of appropriate systems for recording student enrolment on the Programme.
- (h) the establishment of appropriate provisions for the examination process to include the following:
  - appropriate representation from CU on examination boards, with full membership rights for CU staff involved with the provision of the Programme at all examination boards at which an award is made;
  - the requirement that the external examiner(s) attend all examination boards at which a CU award is made; and
  - the requirement that examination boards will take place at the central offices of RENASUP in Paris.
- (j) establishing and maintaining fair and equitable student complaints, discipline and appeals procedures together with all other appropriate procedures/regulations and bringing such regulations to the attention of all students enrolled on the Programme; and
- (k) making available, at all reasonable times, the books, accounts and records pertaining to the Programme for inspection by the authorised representatives of CU.

3.5 On completion of study by each cohort, CU shall be responsible for providing RENASUP, for circulation among its network institutions, with transcripts of the individual programme of study completed by students of the LYCEE within the Programme. The transcript shall record the name of the student, details of the programme of study completed, the marks obtained by the student, the language of instruction and the location of study.

3.6 Successful students shall, on completion of the Programme, receive a CU degree certificate identical to that received by CU students in the UK except that it shall make reference to the transcript, which will clearly state RENASUP and LYCEE as the collaborating institution.

#### **4 INTELLECTUAL PROPERTY**

4.1 Any teaching materials supplied to the RENASUP network institutions by CU may only be used for the purposes of teaching the Programme and for no other purposes.



- 4.2 Any teaching materials developed or produced independently by RENASUP and/or its member institutions shall only be used by the CU for purposes related to this Agreement and title to the intellectual property rights contained therein will remain with RENASUP.
- 4.3 Each party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other party's name and/or logo as a registered trademark.
- 4.4 Each party undertakes not to do or permit to be done any act which may be taken to indicate that it has a right, title or interest in or to the ownership or use of the other party's name and/or logo except under the terms of this Agreement. The parties acknowledge that nothing contained in this Agreement shall give either party any right, title or interest in or to the ownership or use of the other party's name and/or logo, save as granted under this Agreement.
- 4.5 The use by RENASUP of CU's name and logo is governed by Schedule 1 attached hereto. All rights and title to CU's name, logo or other intellectual property, including, but not limited to, intellectual property in the teaching materials referred to in Clause 4.1 above, shall remain vested in CU together with any goodwill attaching thereto.
- 4.6 The use by CU of RENASUP's name and logo shall be subject to approval by RENASUP. All rights and title to RENASUP's name, logo or other intellectual property, including, but not limited to, teaching material developed by RENASUP and/or its member institutions, shall remain vested in RENASUP together with any goodwill attaching thereto.

## **5 PUBLICITY, MARKETING AND CONFIDENTIALITY**

- 5.1 RENASUP's member institutions shall be responsible for the promotion and marketing of the Programmes and for providing information requested by prospective students, but CU may, at its discretion, promote and market a Programme. Where appropriate, promotion and marketing of a Programme shall refer to opportunities for students to be considered eligible for other CU programmes.
- 5.2 RENASUP's member institutions shall not do anything which, in the opinion of CU, would damage the reputation and/or business of CU.
- 5.3 CU shall not do anything which, in the opinion of RENASUP, would damage the reputation and/or business of RENASUP and/or its member institutions.
- 5.4 RENASUP and/or its member institutions shall not publish or use any materials or information relating to the Programmes or this Agreement without the prior written consent of CU (such consent not to be unreasonably withheld or delayed). Any materials or information published by RENASUP's member institutions must be published in accordance with the Promotional Guidelines and in accordance with CU's precise instructions from time to time and any conditions attached to CU's consent. In the event that any materials or information published by RENASUP's member institutions are not in accordance with the obligations of RENASUP and/or its member institutions under this Agreement, RENASUP and/or its member institutions shall (without prejudice to any other rights or remedies which CU may have) at the request of the University forthwith withdraw any such materials or information.

## **6 CONFIDENTIALITY**

- 6.1 Each party shall keep and procure to be kept secret and confidential. Confidential Information belonging to the other party disclosed as a result of the relationship of the parties under this Agreement, and shall not use nor disclose such information save as envisaged in this Agreement. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 6.2 The obligations of confidentiality in this clause shall not extend to any matter which:
- 6.2.1 is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement;
  - 6.2.2 either party can show was in its written records prior to the date of disclosure of the same by the other party under this Agreement;
  - 6.2.3 it receives from a third party independently entitled to disclose it; or is required to be disclosed in accordance with a statutory, legal or regulatory obligation placed upon the party making the disclosure, including any Request for Information. CU shall be responsible for determining at its absolute discretion whether information relating to this Agreement should be disclosed under the Freedom of Information Act 2000 or whether an exemption from disclosure applies.

## **7 FINANCIAL ARRANGEMENTS**

The financial arrangements covering this Agreement are set out in Schedule 2.

## **8 REPRESENTATIONS, WARRANTIES, INDEMNITIES AND LIABILITY**

- 8.1 Each party represents and warrants that it has the right and is duly authorised to enter into this Agreement and that it has obtained all such permissions, consents and approvals as may be necessary to undertake its responsibilities under this Agreement.
- 8.2 The parties agree to indemnify each other against all actions, claims, proceedings, costs, expenses, loss or damage of whatsoever kind (including legal fees) sustained in respect of or arising out of any breach of the Parties' obligations pursuant to this Agreement.
- 8.3 The parties shall not be liable to each other in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which may suffered by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement, in a sum which is greater than £10,000.00.
- 8.4 Nothing in this clause shall limit or exclude each party's liability for death or personal injury caused by its negligence, or the negligence of its employees or agents or affiliates or for fraud or fraudulent misrepresentation.

## **9 TERM AND TERMINATION**

- 9.1 Subject to the termination provisions within this Clause 9, this Agreement shall remain in force for a period of 3 (three) years, with effect from the date of this Agreement and will be extendable for a further three years by mutual agreement in writing.
- 9.2 This Agreement may be terminated by either RENASUP, CU or LYCÉE by the delivery of twelve months' written notice.

- 9.3 Each party may terminate this Agreement with immediate effect by giving notice in writing to the other party if:
- 9.3.1 the other party commits a breach of the terms of this Agreement which (if capable of remedy) it fails to remedy within 30 days of receipt of a notice requiring such breach to be remedied; or
  - 9.3.2 the other party commits or is subject to an Insolvency Event or otherwise ceases to exist but (for the avoidance of doubt) this provision shall not be of effect if the undertaking of either party is transferred to or merged with another comparable institution.
- 9.4 CU may terminate this Agreement with immediate effect by giving notice in writing to the other parties in the event that the LYCÉE is not approved by CU following its validation visit and in line with CU's IAP.
- 9.5 Termination of this Agreement shall be without prejudice to the rights of each party against the other which may have accrued up to the date of such termination.
- 9.6 Upon termination of this Agreement:
- 9.6.1 other than for the purposes of allowing students to complete the Programmes in accordance with Clause 9.6.2, each party shall cease using the name and/or logo of the other party and as far as is practicable shall remove the name and/or logo of the other party from materials of any kind.
  - 9.6.2 the relationship of the parties shall cease save that the parties shall co-operate in order to ensure (so far as is possible) that any student who has commenced on a Programme is able to complete it. RENASUP's member institutions shall not enrol any new students on any of the Programmes if notice of termination has been given by either party under this Clause or if (for the avoidance of doubt) this Agreement has been terminated.
- 9.7 Notwithstanding termination of this Agreement the provisions of clause 6 shall remain in force for a period of 6 (six) years.

## **10 NOTICES**

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given if sent by first class recorded delivery pre-paid post to the respective addresses set out below or as varied from time to time by the parties and, in the case of CU, marked for the attention of the Vice-Chancellor and for RENASUP to the attention of the President of RENASUP. Any such notice shall be deemed to have been received seven working days after the date of posting.

**Coventry University**  
Priory Street  
Coventry  
CV1 5FB

**The National Network of Private Higher Education – [RENASUP]**  
277 RUE Saint-Jacques 75240 Paris Cedex 05

**LYCÉE ASSOCIATION DU GROUPE ROBIN**  
impasse de l'église, 69560 Sainte Colombe, Vienne



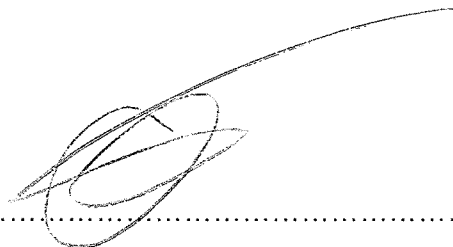
## 11 APPLICABLE LAW

- 11.1 This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English courts
- 11.2 The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.

## 12 GENERAL

- 12.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the parties other than representations made fraudulently.
- 12.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of each of the parties.
- 12.3 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or relationship of principal and agent between the parties.
- 12.4 The parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement.
- 12.5 The rights and remedies of each party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one party to the other nor by any failure of or delay by a party in ascertaining or exercising any such rights or remedies.
- 12.6 The provisions of this Agreement are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- 12.7 For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 12.8 RENASUP undertakes to enter into like agreements with LYCÉE which shall contain identical obligations on LYCÉE as contained in clauses 4.3, 4.4, 4.5, 6 & 9.6 of this Agreement.

Signed for and on behalf of )  
**COVENTRY UNIVERSITY** )  
BY: )  
Pro-Vice-Chancellor )

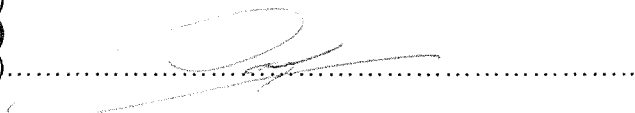


Signed for and on behalf of )  
**RENASUP** )  
BY: )



Signed for and on behalf of )  
**LYCÉE** )  
BY: )

P/O SP CEDRIN



## SCHEDULE 1

### PROMOTIONAL AND ADVERTISING GUIDELINES FOR USE BY RECOGNISED COVENTRY UNIVERSITY COLLABORATIVE INSTITUTIONS AND ORGANISATIONS

#### Introduction

The University is committed to developing and maintaining good relationships with those institutions and organisations with which it has entered into collaborative relationships.

Like most organisations, the University is very careful over the use of its corporate identity. The following shall apply to all publicity material, whether print-based, on the Web or electronic.

#### Use of Title and Logo

1. The title of the University is Coventry University and not the University of Coventry.
2. Reference to the University in publicity material is, of course necessary and indeed welcomed, but any descriptive publicity material referring to the University should receive the approval of its Director of Marketing and Communications before going to print and within four working days of signing the Agreement. If the information is to be printed in a language other than English, an accurate translation should be provided together with a written guarantee from a senior member of staff from IU or organisation that the finally approved copy will be reproduced. Standard text – which would have the benefit of being fully up-to-date - could be supplied on request by the Director of Marketing and Communications.
3. All promotional material should clearly and accurately specify the nature of the relationship with the University, according to its status:
  - this course is validated by Coventry University or recognised by or franchised from or in partnership/association/collaboration with Coventry University.
4. In certain circumstances, depending on the nature of the collaboration, (eg course leaflets, posters) the University is happy to agree to its logo being used, but please check with the Director of Marketing and Communications first. Once permission is given, the University's Creative Design Studio will send the logo electronically and provide instructions on how it can be used. If any advice is needed, please contact the Creative Design Manager. Under no circumstances should the logo be scanned in from letterheads, compliment slips or other material.
5. Care should be taken to ensure that RENASUP and or its member institutions are not represented as being part of the University. For that reason, the University's name or logo must not be used on letterheads of collaborative organisations, without formal written permission and under agreed circumstances.
6. In the event of a press/news release being prepared by RENASUP and/or its member institutions about a joint initiative, please ensure that this is faxed/emailed to CU's Marketing and Communications Department for approval - as well as for information - prior to its release. Such approval shall not be unreasonably withheld or delayed. CU undertakes to do the same in issuing press releases on activities involving the

collaborative organisation. This will ensure that both parties are fully briefed in the event of media interest.

7. When quoting a course title, please ensure that it is the correct title as listed in the CU prospectus or on CU's Website ([www.coventry.ac.uk](http://www.coventry.ac.uk)). If in any doubt, check with the Marketing and communications Department.
8. If a course is still subject to CU's approval process, any promotional material must clearly state that the course is 'subject to approval'. Check with the Marketing and Communications Department if in any doubt.
9. Please forward reference copies of publicity material to the Marketing and Communication Department.

## **Advertising**

1. Any advertisement (in whatever media) making reference to CU, should receive the written approval of the University's Marketing and Communications Department. This is particularly important if it is an advertisement that may result in enquiries being made to CU.
2. The same rules governing the use of the logo on promotional material apply to advertising also (see 4 above).
3. When quoting a course title, ensure that it is the title as listed in CU's prospectus or on the University Website. If you are in any doubt, check with the Marketing and Communications Department.
4. If a course is going through the University's approval process, the advertisement must clearly state that the course is 'subject to approval'. Please check with the Marketing and Communications Department if you are in any doubt.
5. Please ensure that copies of any advertising mentioning CU are forwarded to the Marketing and Communications Department after insertion. Likewise copies of any advertisements mentioning a collaborative institution will be forwarded on to a named contact at IU.

## **SCHEDULE 2**

### **FINANCIAL ARRANGEMENT**

1. The annual accounting period shall be 1<sup>st</sup> August to 31<sup>st</sup> July ("Accounting Period") in any given year.
2. The fees payable to CU shall be £630.00 (net of VAT) per student per academic year. The fee is negotiable on an annual basis at the end of the financial year and will be in line with UK RPI but not less than 4% and no greater than 8%.
3. In the first year of operation a fee of £960.00 per LYCÉE will be charged in respect of CU's visit to validate the LYCÉE's ability to deliver the Programme. Subsequent validation visits are subject to negotiation between the parties but in any event shall not be less than £960.00 per LYCÉE.
4. The fee in respect of the exam board operation will be waived in the first academic year subject to there being a minimum of 100 students enrolled across the total LYCÉE network. In the event that the number of students enrolled in the first academic year is less than 100, CU we will require RENASUP to pay the costs of two exam boards to the value of £5000.00 (exclusive of VAT which may be charged).
4. The fee for the exam boards and the conditions for charging will be reviewed in subsequent years by CU.
5. Any liability for tax in France on the fees shall be borne by RENASUP.
6. There will be one cohort of student intake per academic year. RENASUP shall provide the names and total number of students enrolling on the Programme at each intake at the Lycee to CU's Academic Partnership Unit no later than the last week of August in the relevant year of entry by the students.
7. CU shall invoice RENASUP for the fees due on 30<sup>th</sup> October of the relevant academic year and RENASUP shall settle such invoice within 30 days of its date.
8. All payments shall be made by RENASUP to CU in Pounds Sterling net of local taxes to:

Coventry University General Account No 30688159  
National Westminster Bank  
High Street  
Coventry  
Sort Code 56 00 45



**SCHEDULE 3**  
**ADDITIONAL PROGRAMMES**