



Nottingham Trent
University



Panjab University Chandigarh

DRAFT

DATED _____ 2024

NOTTINGHAM TRENT UNIVERSITY

and

PANJAB UNIVERSITY

—
PROGRESSION AGREEMENT
—

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This Agreement is made on

2024

BETWEEN:

1) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham, NG1 4FQ, United Kingdom ("NTU"); and

2) **Panjab University** of Sector 14 Chandigarh, 160014, India ("PU"),

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

1.1 NTU and PU have agreed to enter into an arrangement on the terms set out in this Agreement whereby students of PU who successfully complete certain courses at PU are eligible for entry to the start of a specified NTU course.

2. **Interpretation**

2.1 In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

"Confidential Information" all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;

"Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679) as it forms part of UK law (UK GDPR) and any other applicable laws, regulations and secondary legislation relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).

"Force Majeure" any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Agreement;

"Intellectual Property" all inventions, patents, trade marks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights;

"NTU Course" the NTU course or courses set out in a Schedule, as amended and restated from time to time;

"Progress" progression by a Student from a PU Course to the start of a NTU Course, and "Progression" shall be construed accordingly;

"Student" a student or students registered on the PU Course;

"PU Course" the PU course or courses as set out in a Schedule, as amended and restated from time to time.

- 2.2 The headings in this Agreement are for convenience only and do not affect its interpretation.
- 2.3 References to clauses or schedules are references to clauses or schedules of this Agreement.
- 2.4 References to any statutory or other legislative provision shall be interpreted as a reference to that provision from time to time amended, extended or re-enacted.
- 2.5 References to any governmental, regulatory or other similar body shall be interpreted as including a reference to any successor organisation.

3. **Approval**

- 3.1 This Agreement is conditional upon and shall not commence unless and until:
- (a) NTU has approved PU and the PU Course as a progression route to the NTU Course; and
 - (b) PU has provided written confirmation, which is satisfactory to NTU, that it has obtained all necessary or advisable governmental, regulatory or other approvals or consents relevant to this Agreement.

4. **Progression**

- 4.1 NTU has reviewed the content and standards of the PU Course and agrees that Students who have successfully completed the PU Course shall, from the date of this Agreement, be eligible to apply to Progress onto the start of the relevant NTU Course as set out in the relevant Schedule.
- 4.2 The entry criteria, including English language requirements, for the NTU Course are set out in the relevant Schedule. NTU shall retain responsibility for the determination of entry criteria and the acceptability of the entry qualifications of all Students who seek to Progress to a NTU Course.
- 4.3 NTU shall consider all applications from Students to Progress on their individual merits, against NTU's admissions criteria and in accordance with any application rules or UK legislation. NTU's decision as to a Student's suitability for Progression is final.

5. **Quality assurance**

- 5.1 This Agreement is based on the NTU Course as currently offered by NTU. NTU will inform PU about any changes to the NTU Course which may affect the Progression of Students.
- 5.2 This Agreement is based on the current curriculum for the PU Course, as approved by NTU. PU shall ensure that academic equivalency and comparable learning outcomes are maintained throughout the term of this Agreement
- 5.3 Any changes made by PU to the PU Course must be notified to NTU prior to the Progression of Students to the NTU Course. Any breach of this clause is a material breach for the purposes of clause 18.2 (b)

6. Monitoring and review

- 6.1 PU will keep such records relating to the PU Course and this Agreement as required from time to time by any relevant regulatory body, and will allow access by NTU or those auditing NTU processes to such records for academic or quality audit purposes.
- 6.2 NTU will carry out an annual monitoring review of this Agreement. PU will at its own expense co-operate fully with NTU in any review process and will comply with any requirements imposed by NTU as part of that review.

7. Promotion of the NTU Course and other services

- 7.1 PU shall be responsible for promoting and marketing the opportunity for Students to Progress to the NTU Course and for providing information requested by Students wishing to Progress, but NTU may also, at its discretion, promote and market the opportunity for Progression.
- 7.2 PU will provide advice and guidance to Students wishing to undertake the NTU Course using only such official NTU promotional recruitment and admission criteria and information as provided by NTU to PU from time to time.
- 7.3 PU shall not present misleading or false information about NTU to Students or represent itself as acting as an agent of NTU.
- 7.4 PU will make Students aware that they are responsible for their own financial support including the payment of tuition fees to NTU.
- 7.5 PU will make Students aware that it is their responsibility to ensure that they meet the formal entry and extension (where appropriate) requirements set out in immigration legislation for entry into the UK prior to application and for the duration of their studies at NTU. With regard to entry into the UK, Students must provide the Visas and Immigration Control with appropriate documentary evidence to confirm their status.
- 7.6 NTU will provide information about accommodation in Nottingham for Students who are offered a place on the NTU Course, either in NTU halls of residence or in NTU approved private accommodation.
- 7.7 During the continuation of this Agreement each Party may use the other's name and logo in connection with Progression but in doing so must comply with any requirements as to the use of that name or logo notified to it by the other Party, and shall forthwith on demand by the other Party cease any use of that name or logo which the other Party believes is damaging to its reputation.
- 7.8 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

8. Arrangements for the admission of Students to NTU

- 8.1 On receipt of a formal application from Students who meet the entry criteria for the NTU Course, NTU shall inform PU of Students holding offers for entry to NTU.
- 8.2 PU shall provide accurate academic transcripts and inform NTU of Students' final grades, as they become available. NTU shall, after due consideration of

those Students who do not meet the terms of entry or a conditional offer, provide PU with a definitive list of Students accepted for entry to NTU, subject to clause 8.3below.

8.3 NTU shall inform directly those Students who meet the required standardsbut whose International English Language Testing System (IELTS) examination score is below that required for entry to the NTU Course that they will be required to attend a pre-sessional English language course at NTU for an agreed period of time.

8.4 PU shall inform all successful Students that they will be required to attend the general NTU orientation course prior to the start of the academic year.

9. **Exchange of information**

9.1 The Parties agree to share statistical information on the number of Students who have Progressed to NTU from PU with a list of NTU Courses being studied which PU may use as part of its recruitment and marketing activities.

9.2 NTU may host agreed visits for staff and Students of PU (as agreed in advance of such visits between the Parties) to promote NTU's facilities to Students.

9.3 Each Party shall appoint a member of staff to act as the main contact with the other Party for the purposes of this Agreement.

10. **Financial arrangements**

10.1 Unless otherwise agreed between the Parties, each Party shall be responsible for its own costs and expenses incurred in connection with this Agreement.

11. **Ownership of Intellectual Property**

11.1 Unless otherwise agreed in writing all materials relating to the NTU Course and the PU Course (and any Intellectual Property rights in them), whether in existence at the date of this Agreement or created during the course of it, shall belong respectively to NTU and PU.

11.2 Any other materials relating to this Agreement (and any Intellectual Property rights in such materials), whether in existence at the date of this Agreement or created during the course of it, shall belong to the Party creating them. If any such materials are created jointly by NTU and PU those materials (and any Intellectual Property in such materials) shall be owned jointly by NTU and PU.

11.3 If either Party becomes aware of any potential infringement of the other Party's name, logo or Intellectual Property rights, or becomes aware of any allegation that any of the Party's materials infringe the rights of a third party, it shall immediately inform the other Party. Each Party will provide the other with such reasonable assistance as the other may request in connection with any action it may take in respect of such potential infringement.

12. **Confidentiality**

12.1 The Parties shall keep and procure to be kept strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.

- 12.2 Either Party may disclose information which would otherwise be Confidential Information if and to the extent:
- (a) required by law or by any relevant regulatory body;
 - (b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that Party;
 - (c) the information has come into the public domain through no fault of that Party; or
 - (d) the other Party has given prior written approval of the disclosure.

13. **Data protection**

13.1 Each Party acknowledges and agrees that the Parties will share Personal Data under this Agreement and as such each Party shall ensure that, prior to providing any Personal Data to the other Party, it has all appropriate legal bases (whether consent or otherwise) necessary to enable lawful transfer of Personal Data to the other Party. Once such Personal Data has been provided to the other Party, the Parties acknowledge and agree that each Party shall act as separate Data Controllers when Processing such Personal Data and:

13.1.1 PU shall be a Data Controller where it is Processing Personal Data for the purpose of its relationship with each Student;

13.1.2 NTU shall be a Data Controller where it is Processing Personal Data for the purpose of the NTU Course;

13.1.3 the Parties do not anticipate that either will act as a Data Processor on behalf of the other Party and neither Party is authorised or instructed to act as a Data Processor on behalf of each other; and

13.1.4 the Parties will not act as joint Data Controllers in common.

13.2 Each Party shall ensure that it complies with its respective obligations under the Data Protection Legislation and any applicable local legislation.

13.3 For the purpose of this clause 15, the terms "**Data Controller**", "**Data Processor**", "**Processing**" and "**Personal Data**" have the meanings given in the Data Protection Legislation.

14. **Freedom of Information**

14.1 PU acknowledges that NTU is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and of the Environmental Information Regulations 2004 ("the EIR") and PU shall assist and co-operate with NTU (at PU's own expense) to enable NTU to comply with these information disclosure requirements.

14.2 Where a request for information under the FOIA and/or the EIR is submitted to NTU concerning information held by PU, PU shall provide NTU with a copy of all the information requested in its possession or power in the form requested within five working days of the request for the information (or such other period as may be specified).

14.3 PU further acknowledges that NTU may be required to disclose information concerning PU and/or this Agreement in discharging its obligations under the FOIA and/or the EIR. NTU, having used reasonable endeavours to consult with

PU and having considered its views, shall be responsible for determining at its absolute discretion, whether the information should be disclosed under the FOIA and/or the EIR or whether an exemption from disclosure applies.

15. **Anti-Bribery**

15.1 Each Party shall:

- (a) comply with all Relevant Requirements;
- (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 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate Procedures to ensure compliance with the Relevant Requirements and this clause 15, and will enforce them where appropriate;
- (d) procure and ensure that all of its Associated Persons and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with this clause 15.

15.2 Breach of this clause 15 shall be deemed to be a material breach which is not capable of remedy.

15.3 For the purpose of this clause 15, the following terms have the meaning set out next to them:

"Adequate Procedures" shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

"Associated Person" shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the relevant Party.

"Bribery Act" shall mean the Bribery Act 2010 (and any amendment thereto).

"Foreign Official" shall be determined in accordance with section 6(5) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

"Relevant Requirements" shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

16. **Prevent**

16.1 PU acknowledges that NTU is subject to the Counter Terrorism and Security Act 2015 (the **"Prevent Duty"**) which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.

16.2 Where NTU has any concerns about a Student or becomes aware of any other matters which may require it to take action in accordance with the Prevent Duty it shall notify PU, and PU shall at the request of NTU provide NTU with a copy of all relevant information which is available to it in the form NTU requires

and shall provide all necessary assistance requested by NTU to report and/or take such action.

- 16.3 NTU shall be responsible for determining in its absolute discretion what action it needs to take and PU acknowledges that NTU may be obliged under the Prevent Duty to disclose such information following consultation with PU and having taken its views into account.

17. **Regulatory**

- 17.1 Each Party shall ensure that it complies with all local legislation and/or other regulatory requirements relevant to this Agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this Agreement was entered into or from a later date) are secured and maintained for the duration of this Agreement.

- 17.2 The Parties will comply with any requirements or guidance relevant to this Agreement issued by the Office for Students, the Quality Assurance Agency or any other regulatory body.

18. **Duration and termination of this Agreement**

- 18.1 This Agreement shall commence on 1st September 2024 and shall continue for a period of three (3) academic years until 31st July 2027 unless terminated before that time in accordance with this clause. After this period the Agreement may be renewed for the same or similar period subject to the joint agreement of both Parties.

- 18.2 Either Party may terminate this Agreement:

- (a) by giving to the other not less than six (6) months' notice in writing;
- (b) with immediate effect by notice in writing if the other Party commits a material breach (which may consist of a series of minor breaches) 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;
- (c) with immediate effect by notice in writing if the other Party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist

19. **Consequences of termination**

- 19.1 If the term of this Agreement as set out in clause 18.1 has come to an end without it being renewed, or if notice of termination has been given under clause **Error! Reference source not found.**:

- (a) PU shall cease to promote or market the PU Courses as providing a Progression opportunity to the NTU Course;
- (b) each Party shall cease using the name and/or logo of the other;
- (c) unless agreed otherwise in writing, the Parties shall return at their own expense any documents and other materials relating to the Course to the relevant Party.

19.2 The termination of this Agreement, however it arises, is without prejudice to the rights, duties and liabilities of the Parties accrued prior to termination. The clauses of this Agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.

20. **Force Majeure**

20.1 If either Party is affected by Force Majeure it shall immediately provide the other Party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

20.2 If the Force Majeure continues for longer than three months either Party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.

20.3 Save as provided for in this clause Force Majeure shall not entitle either Party to terminate this Agreement and neither Party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

21. **Disputes**

21.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to the Director of NTU Global of NTU and the Dean International Students at PU.

21.2 If the matter is not resolved through negotiation either Party may refer the matter to mediation, and the parties will attempt in good faith to resolve the dispute through mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution.

21.3 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.

22. **General provisions**

22.1 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 in relation thereto.

22.2 A variation to this Agreement will not be valid unless made in writing and signed by both Parties.

22.3 Any notice given in connection with this Agreement must be in writing and delivered by or by first class pre-paid recorded delivery (or international equivalent) to the address given in this Agreement, or to another address notified by either Party for the purposes of serving notices. A notice will be deemed to have been served two days after posting if sent by first class pre-paid recorded delivery (or seven days if by international equivalent). If notice is deemed to have been given on a day that is not a normal business day of the recipient, it shall be deemed to have been given on the next normal business day.

- 22.4 The rights and remedies of each Party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.
- 22.5 The provisions of this Agreement are severable and distinct from one another, and if at any time any provision 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.
- 22.6 This Agreement may be executed by each party on separate counterparts.
- 22.7 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.
- 22.8 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the Parties.
- 22.9 The Parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement without the prior written consent of the other Party.

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY
 By Professor Edward Peck
 Vice-Chancellor and President

Sd/-

Date: February 13, 2024

Signed for and on behalf of
PANJAB UNIVERSITY
 By Professor Dr. YP Verma
 Registrar

Sd/-

Date: February 13, 2024

Schedule 1
Nottingham Law School
5 + 1 Progression route

PU Course (5 years):

- B.Com LLB
- BA LLB

NTU Course (1 Year):

- LLM Master of Laws (General)
- LLM Sports Law
- LLM Human Rights
- LLM Health Law
- LLM International Commercial Law
- LLM International Energy Law
- LLM Technology Law
- LLM Corporate Law
- LLM International Environmental Law

Entry criteria for NTU Course

PU Students will receive an offer of entry on the NTU Course and must fulfil the following entry requirements:

- Successful completion of the PU Course attaining the equivalent of a 2:2 (CGPA 6.0) or higher; and
- Satisfaction of the English language requirements.

English language requirements:

- IELTS 6.5 (with a minimum of 5.5 in each component)
OR
70/100 (70%) or 160/200 (80%) in English element of Higher Secondary Certificate
(Standard XII) from CBSE, and select State Boards

PU students who meet the required academic standard for the NTU Course, but whose English test score is below that required for entry to the NTU Course may at the discretion of the NTU Course Leader still be offered a place and be required to attend the "English for Academic Purposes course" at NTU in order to boost their English.

Students from PU can join the English for Academic Purposes course for 6 weeks or 10 weeks depending on their level of English upon application. Details of the English for Academic Purpose course and associated costs can be found at:

<https://www.ntu.ac.uk/international/study-and-courses/your-application/entry-requirements-by-country/pre-sessional-english-for-academic-purposes>

The NTU-wide language requirements are available at:

<https://www.ntu.ac.uk/international/your-application/entry-requirements/english-language-requirements>

Tuition Fees for NTU Course:

The Parties shall inform the Students enrolling on the NTU Course at NTU that they shall be liable for the following fees when they enrol at NTU which shall be paid directly to NTU:

- (a) A fee for "English for Academic Purposes Course" (if applicable); and
- (b) Tuition Fees payable as advertised on the NTU Website at: <https://www.ntu.ac.uk/international/scholarships-and-fees/tuition-fees>

All PU Students who progress directly from the PU Course to the NTU Course at Nottingham Law School will receive a flat rate discount of £3000 off the published Tuition Fees for the first year of study at NTU. Students shall be entitled to apply for a NTU-wide scholarship but cannot combine their flat rate discount with any scholarship awarded.