



**QUEEN'S
UNIVERSITY
BELFAST**



39

MEMORANDUM OF AGREEMENT

Between

**The Queen's University of Belfast
University Road
Belfast
BT7 1NN**

And

**Tezpur University
Napaam, Tezpur
Sonitpur 784028, India**

1 July 2019

This Memorandum of Agreement (the "Agreement") is entered into between:

(1) The Queen's University of Belfast, University Road, Belfast ("QUEEN'S")

and

(2) Tezpur University, Napaam, India ("TEZPUR")

each referred to individually as "a Party" and collectively as "the Parties".

Background

QUEEN'S has been working with the Ministry of Human Resource Development (MHRD), the University Grants Commission (UGC), and universities in the North East Region of India since 2013 to initiate a research capacity building project. The Government of India through MHRD/UGC has now released just short of £2M to TEZPUR to support a pilot project, initially for 4 years, and includes jointly supervised PhDs and short term UG/PG research internships.

The arrangements under which QUEEN'S and TEZPUR shall cooperate are set out within the Agreement.

1. Scope of the Agreement

1.1 The Parties agree to co-operate in the development of a collaborative arrangement between QUEEN'S and TEZPUR. The Agreement aims to facilitate the exploitation of mutually beneficial opportunities that may arise from time to time. Such collaboration may include, but shall not be limited to, the following forms of cooperation:

- (i) The undertaking of jointly supervised PhD programmes by TEZPUR students enrolled at QUEEN'S.
- (ii) Short term study/research experience for TEZPUR registered students and PhD Scholars at QUEEN'S.
- (iii) Visits by and interchange of TEZPUR and QUEEN'S staff for research, teaching and discussions.
- (iv) The enrolment of TEZPUR students at QUEEN'S Summer Schools.
- (v) QUEEN'S scholars visiting TEZPUR for study/ research.

1.2 Arrangements under which QUEEN'S and TEZPUR shall cooperate are set out within the current Agreement. The specific programmes, initiatives and/or arrangements to which the Agreement relates shall be appended as individual Programme/Partnership Agreements. Point (i) above will be noted as Strand One and is dealt within this Agreement, as detailed in Appendix 1. The remaining points will make up additional strands and be added as addendums in due course.

1.3 Each Party will encourage contact and cooperation between their respective faculty/school and administrative staff, departments and research institutes to further the aims of this Agreement.

2. Management of the Collaboration

2.1 QUEEN'S and TEZPUR will each appoint a University Coordinator to oversee the management of the collaboration and to facilitate liaison and exchange of information, acting as the principal point of contact for each Party.

- 2.2 A Joint QUEEN'S-TEZPUR Management Committee shall be constituted to coordinate and govern the collaborative arrangement between the Parties. The committee will consist of staff from each Party and be chaired by QUEEN'S, as described in Appendix 2.
- 2.3 Each Party shall also establish a local Management and Operational Committee, chaired by the respective University Coordinator, as described in Appendix 2, to manage the development and daily operation of the collaborative arrangement.
- 2.4 The University Coordinators shall report to, and seek approval from relevant authorities within each Party for any required actions, as appropriate and in line with normal procedures.
- 2.5 The University Coordinator at QUEEN'S shall also be responsible for ensuring that an annual report on the collaboration is prepared, in consultation with the University Coordinator at TEZPUR, for consideration as part of the Annual Programme Review / Monitoring process at QUEEN'S.
- 2.6 Either Party may change their assigned Coordinators and shall notify the other Party accordingly.

3. Financial Arrangements

- 3.1 Neither Party may incur, commit or authorise financial expenditure on behalf of the other.
- 3.2 The financial arrangements between QUEEN'S and TEZPUR will be detailed for the corresponding Appendix. Strand One Financial Arrangements are detailed in Appendix 1.3.

4. Regulatory Framework

The regulations within each University regarding the approval and overall governance of programmes covered by this Agreement shall apply to the degree(s) awarded by that institution. Each institution shall recognise and accept the regulations and other conditions which apply to programmes within the partner institution. This shall include conforming to the associated academic quality assurance and administrative procedures of each institution.

5. Academic Standards

Each University shall be responsible for the academic standards of their own programme(s). The individual agreements, as appended, specify the allocation of responsibility for the overview, maintenance and enhancement of academic standards. This extends to arrangements for monitoring and review and programme management, including administrative issues such as registration, assessment mechanisms, appointment of external examiners, information recording and arrangements to consider student assessment appeals.

6. Awards

Each University shall be responsible for the assessment and conferment of awards and the production of award certificates and transcripts as detailed in the appended Agreements.

7. The Students

- 7.1 Students recruited and admitted to each University will be registered students of that University and enrolment and registration shall take place at that institution.
- 7.2 Students shall be entitled to the full range of privileges and subject to the duties of the University at which they are registered and the conditions set out in the relevant Agreement, as appended.
- 7.3 Participating students will be subject to, and must abide by, all the rules and regulations of the University at which they are in attendance.
- 7.4 The QUEEN'S Equality and Diversity Policy shall apply to all student applicants and potential applicants and relates to all decisions in respect of the admission of students and the provision of all services to students including teaching and supervision, assessment, progression and award, and support services.
- 7.5 Participating students will be subject to, and must abide by, the immigration rules for the United Kingdom and India, as appropriate.
- 7.6 Provision of QUEEN'S accommodation will be made during full semester visits but cannot be guaranteed for short-term study outside of QUEEN'S semester 1 and semester 2 period.

8. Student Records

Each University shall be responsible for the official student record of those students registered with them for the purposes of assessment and the conferment of awards. Officers responsible for student records will consult, as necessary, to ensure the accuracy of such records and internal and external management returns.

9. Student Discipline, Complaints and Academic Appeals

Matters relating to student discipline, complaints and/or appeals will be subject to, and considered under the appropriate set of regulations pertaining in the institution in which the complaint has arisen, unless otherwise detailed in the appended Programme/Partnership/Strand Agreements. The outcome of the process shall be reported to the other institution, as appropriate.

10. The Teaching/Research Staff

- 10.1 Each University shall be responsible for ensuring the availability of appropriately qualified teaching and/or research staff to maintain and deliver arrangements covered by this Agreement.

- 10.2 TEZPUR shall be responsible for ensuring that any teaching and/or research staff involved in the delivery and/or examination of programmes leading to an award by QUEEN'S have been approved by QUEEN'S. Application for approval ('recognition') should be made to the University's Academic Affairs division in the first instance. Relevant requirements will be as specified within the appended Programme/Partnership Agreements, where appropriate.

11. Resources

- 11.1 Each University shall be responsible for the provision of appropriate physical and human resources, including library, ICT (Information Communications and Technology), and appropriate teaching and learning facilities to support the programmes covered by this Agreement.
- 11.2 Each University shall be responsible for providing relevant student support and guidance including adherence to disability legislation (including the Special Education Needs and Disability Order (SENDO) of Northern Ireland).

12. Freedom of Information and Data Protection

TEZPUR acknowledges that the QUEEN'S is subject to relevant Freedom of Information (FOI) and will provide reasonable assistance to QUEEN'S to enable it to comply with its information disclosure requirements under FOI legislation in relation to the delivery of QUEEN'S degree programmes. QUEEN'S will be permitted to disclose confidential information of TEZPUR in response to a Request for Information (as defined under FOI), and any such disclosure shall not be a breach of this agreement. Similarly, TEZPUR will be permitted to disclose confidential information of QUEEN'S under the Right To Information (RTI) Act of India.

13. Data Protection and Data Sharing

- 13.1 Each of the Parties shall comply with the requirements of the European Union General Data Protection Regulations, (the "GDPR") UK Data Protection Act 2018, and any code of practice or guidance published by the UK Information Commissioner or an authority or regulator in any relevant jurisdiction or the European Data Protection Board from time to time, in relation to the sharing of personal data between the Parties. If and to the extent that either Party acts as a data processor on behalf of the other Party, the Parties agree to enter into a data processor agreement in compliance with the GDPR and where the Parties are acting as Joint Data Controllers they agree to enter into a data sharing agreement if required.
- 13.2 In so far as either Party processes any personal data and/or sensitive personal data (as defined under the GDPR) on behalf of the other Party, it shall (i) ensure that the personal data is adequate, relevant, limited to what is necessary, accurate and up to date; (ii) take appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of such information and to prevent accidental or unlawful loss, alteration or destruction of, or damage or access to, such information; and (iii) comply with the other Party's reasonable instructions.
- 13.3 Each Party shall ensure that all fair processing notices have been given (and/or, as applicable, valid consents obtained that have not been withdrawn) and are sufficient in scope and kept up-to-date in order to enable both Parties to process the Personal Data in order to obtain the benefit of its rights, and to

fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation. For the avoidance of doubt, neither Party permits the other Party any use of transferred Personal Data outside the scope of this Agreement in order to be compliant with the Data Protection Legislation.

13.4 Each Party shall notify the other promptly (and in any event within twenty-four (24) hours) following its receipt of any Data Subject Request or Regulatory Body Correspondence, which relates directly or indirectly to the processing of personal data under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Access Request or Regulatory Body Correspondence and reasonable details of circumstances giving rise to it. In addition, each Party shall only disclose such data in response to any Data Subject Request or Regulatory Body Correspondence where it has obtained the other Party's prior written consent; and shall provide the other Party with all reasonable co-operation and assistance required in relation to any such Data Subject Request or Regulatory Body Correspondence.

13.5 Neither Party shall, during the term of this Agreement or at any time thereafter, disclose to any third party any confidential information of the other Party or make use of any such confidential information except as necessary to fulfil its obligations under this Agreement. This Clause shall not apply to any information which: (i) becomes generally known to the public, other than by reason of an act or omission of the recipient; (ii) is required to be disclosed pursuant to any applicable laws or to any competent governmental, statutory or supervisory body to which the relevant Party is subject; (iii) is required to be disclosed pursuant to any court order; (iv) is independently developed by the receiving Party or (v) is disclosed by a Party to its professional advisers.

14. Marketing, Advertising, and Information for Students

Neither Party may use the institutional name or logo of the other without prior written approval. Such approval will require submission of draft copy and a listing of proposed destinations of the publicity. The Coordinators in TEZPUR and QUEEN'S shall ensure that publicity material and other information provided to prospective and current students are accurate. Proposed publications (including web based material) should be submitted to the University Coordinator at QUEEN'S/TEZPUR for approval by the respective authorities, prior to publication.

15. Visas

15.1 Both Parties to this Agreement will ensure that the original academic documentation required by students from each university to obtain visas for the United Kingdom and India, will be made available in good time.

15.2 Arrangements specified under this Agreement will be subject to the immigration rules of the United Kingdom and India, as appropriate.

16. IPR and Copyright

16.1 All background intellectual property, being intellectual property in existence prior to the agreement and owned by a Party to the Agreement, shall remain the property of that Party and shall not be used, other than for the purposes of the Agreement, without the express permission of the owning Party. All such

background intellectual property will be treated in strictest confidence by all recipients thereto.

- 16.2 Ownership of foreground intellectual property, being intellectual property that arises from work undertaken under this Agreement, shall be determined in accordance with the UK Patents Act 1977, and shall be owned by the Party or Parties who can claim a direct inventive contribution to the creation of such foreground intellectual property. TEZPUR and QUEEN'S shall ensure that the students will assign any foreground intellectual property to QUEEN'S in order to be able to give effect to the provisions of this clause.
- 16.3 Should either Party deem that any foreground intellectual property has commercial potential, the Parties will agree the exploitation rights of such foreground intellectual property. The exploitation rights shall be fair and equitable and reflect the contribution of the Parties in generating the foreground intellectual property. Any background intellectual property required to commercialise the foreground intellectual property will be licensed on a fair and equitable, non-exclusive basis.
- 16.4 Despite the provisions of clause 16.3 or the grant of any licence to any foreground intellectual property, both Parties and each employee and student of the Parties, will have an irrevocable, royalty-free right to use the foreground intellectual property for the purposes of academic teaching and academic research, including research projects that are sponsored by any third party. The rights in this clause are subject to the rules on Publication in clause 17.

17. Publication

- 17.1 Both Parties agree that the results of any research programme undertaken as a result of this Agreement should be published where applicable and agree that the student, supervisors and any other researchers engaged in the research programme, shall be permitted to present at symposia, seminars or professional meetings and to publish in journals, theses, dissertations or otherwise of their own choosing, the methods and results of the research programme.
- 17.2 Nothing in this Agreement shall prevent or hinder any registered student of QUEEN'S from submitting for a degree a thesis based on the results obtained during the course of work undertaken as part of the research programme, or from including any results of the research programme in a thesis, or the examination of such a thesis by examiners appointed by QUEEN'S, or the deposit of such a thesis in a library of QUEEN'S in accordance with the university's relevant procedures.
- 17.3 Both parties acknowledge that the copyright in the student's thesis shall belong to the student.
- 17.4 In the event that either Party indicates that intellectual property rights may otherwise be lost, a thesis based on the results obtained during the course of work undertaken as part of the research programme may be placed on confidential restricted access within the library of QUEEN'S in accordance with its relevant procedures, for a period of not more than 2 years.

18. Indemnity and Liability

- 18.1 Neither TEZPUR nor QUEEN'S makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on any research programme undertaken under this Agreement, or the content or use of any results, background intellectual property, materials, works or information provided in connection with the research programme, will not constitute or result in any infringement of third-party rights.
- 18.2 TEZPUR and QUEEN'S shall indemnify its own staff, students and agents against claims arising under this Agreement. Neither institution shall be liable for any act, omission, neglect, default, loss, damage, personal injury or theft arising from the actions of the staff, students and agents of the other institution.
- 18.3 Neither Party accepts any responsibility for any use which may be made by the other Party of any results, nor for any reliance which may be placed by that other Party on any results, nor for advice or information given in connection with any results.
- 18.4 The liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.
- 18.5 The aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not exceed in total the fees paid by the student to QUEEN'S during the term of the Agreement.
- 18.6 Nothing in this Agreement limits or excludes either Party's liability for:
- 18.6.1 death or personal injury;
 - 18.6.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
 - 18.6.3 any loss or damage caused by a deliberate breach of this Agreement.
- 18.7 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

19. Compliance of Anti-Bribery and Anti-Corruption Regulations

- 19.1 Both Parties shall comply with all applicable laws, statutes, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010 or Indian Anti-Corruption Regulations. Principal requirements of the UK Bribery Act 2010 are set out in Appendix 3.

19.2 In the event of any breach of the Bribery Act 2010 or corresponding Indian anti-corruption and anti-bribery legislation, each Party shall immediately give the other Party full details of any such breach and shall cooperate fully with the other Party, disclosing information and documents which the other Party may request.

20. Arbitration

20.1 The Parties shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them in connection with this Agreement.

20.2 In the event of any dispute arising, not being resolved informally, in respect of any provision of the Agreement, the dispute shall be referred to the Director of Academic and Student Affairs of QUEEN'S and the Dean of Academic Affairs of TEZPUR.

20.3 If the Parties are unable to amicably resolve any dispute within thirty days from the date which the dispute arose, either Party may require that the dispute be referred for resolution by an agreed arbitrator.

20.4 All costs associated with the arbitration shall be shared equally between the two Parties.

21. Force Majeure

If the performance by either Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, including but not limited to war, civil disturbance, riot, terrorism, natural disasters such as storms, floods, lightning, explosions, fires etc., that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice.

22. Legal Jurisdiction

In the event of a legal dispute concerning this Agreement, the matter will be dealt with under the legal jurisdiction of the institution that has instigated the grievance.

23. Duration of Agreement

23.1 This Agreement shall be effective from the date of signing and shall continue for a period of four years. It shall be reviewed six months before the expiry of the Agreement, after which the Agreement may be renewed for a further period upon terms and conditions agreed by the Parties. Either Party may request a review before that time.

23.2 Proposed amendments to this Agreement during its period of operation shall require the approval of both Parties and confirmed in writing, which shall be attached to this Agreement as an Annex.

24. Termination of Agreement

24.1 This Agreement may be terminated:

- 24.1.1 By either Party upon 12 months' prior notice in writing.
- 24.1.2 In the event of a Party (the 'defaulter') failing to comply with the terms of this Agreement, the other Party shall be entitled, by notice in writing, to call upon the defaulter to remedy the matter within such reasonable period as the other Party shall stipulate. If the matter is not resolved by the end of this period, the Agreement may be terminated immediately by the other Party giving written notice to the defaulter.
- 24.1.3 In the event of either Party determining that the other Party has ceased to be established on a permanent basis, then written notice of immediate termination can be made.
- 24.1.4 In the event that either Party decides that the other Party has failed to provide adequate insurance or that its premises, facilities or equipment are not satisfactory for the supervision of the students, the Party shall be entitled, by notice in writing, to call upon the other Party to remedy the matter within such reasonable period as shall be stipulated. In the event that the other Party fails to comply with the requirements set out in the notice, within the time stipulated, then the Party shall be entitled to give written notice of termination forthwith.
- 24.1.5 In the event that either Party reasonably decides that the financial standing of the other Party is such as to make the continued association not in its interests, then it shall be entitled to give written notice of termination forthwith.

24.2 Termination of this Agreement shall not absolve any Party of its obligations to comply fully with the terms and conditions of this Agreement until such termination is effective.

24.3 Upon termination of the Agreement:

24.3.1 No new students shall be admitted.

24.3.2 All promotion, marketing or advertisement of the collaboration shall cease.

24.3.3 Both Parties shall continue to operate the collaboration for students enrolled on the programme as at the date of termination. This may include providing the necessary support to enable students to complete their PhD within a reasonable time period.

25. Confidentiality

25.1 The Parties agree to use all reasonable endeavors to ensure that any confidential information, disclosed or submitted in writing or any other tangible form to one Party ("Receiving Party") by the other ("Disclosing Party") shall be treated with the same care and discretion to avoid disclosure as the Receiving Party uses with its own similar information which it does not wish to disclose. In particular neither party shall disclose confidential information received from the other party except with the prior written agreement of the other party;

25.2 The Receiving Party shall not for the duration of this Agreement or for a period of five (5) years after the termination of this Agreement, use or allow the use of any confidential information for any purpose other than the carrying out of its obligations under this Agreement or other than in accordance with the terms of this Agreement.

25.3 The undertaking in this clause shall not apply to confidential information which:

25.3.1 at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;

25.3.2 after disclosure, is subsequently published or comes into the public domain by means other than through fault of the Receiving Party;

25.3.3 a Party can demonstrate was known to them or subsequently independently developed by them and not acquired as a result of the research programme, nor using, derived from, referring to or in any way relates to the confidential information;

25.3.4 is lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality owed to any of the Parties; or

25.3.5 is required to be disclosed by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.

25.4 Staff and students and any agents, consultants or sub-contractors engaged to work on the research programme will be subject to the principles of confidentiality outlined in this clause.

26. Binding Agreement

This Agreement shall be binding upon the legal representatives, successors-in-title and permitted assigns of QUEEN'S and TEZPUR. Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other Party, such consent not to be unreasonably withheld or delayed.

27. Notice and Other Communication

Notice or other communication, other than day-to-day communication, in connection with this Agreement shall be in writing, and sent by recorded delivery. The Notice will be deemed effective from the date and time of recorded delivery. The address of each Party is:

QUEEN'S
Director of Academic and Student Affairs
QUEEN'S University Belfast
University Road
Belfast
BT7 1NN

TEZPUR
Dean of Academic Affairs
Tezpur University
Napaam, Tezpur
Sonitpur 784028
India

28. Illegal / Unenforceable Provisions

If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, including the laws of the European Union, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

29. Waiver of Rights

No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.

30. No Agency

Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

31. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of THE QUEEN'S UNIVERSITY OF BELFAST:

Emma Flynn

Position: Pro-Vice-Chancellor for Research and Enterprise

Date: 12 August 2019

Place:

Signed for and on behalf of TEZPUR UNIVERSITY:

VKS
11/9/19

Professor Vinod Kumar Jain
Vice-Chancellor
Tezpur University

कुलपति
तेजपुर विश्वविद्यालय
Vice Chancellor
Tezpur University

Date: 11th September, 2019

Place: Tezpur University.



Appendix 1 – Strand One: Jointly Supervised Collaborative Research Degree Programmes

1. Scope of the Agreement

- 1.1 The Queen's University of Belfast (QUEEN'S) and Tezpur University (TEZPUR) agree to the joint supervision of sponsored scholars from TEZPUR leading to the award of PhD by QUEEN'S.
- 1.2 The arrangement will apply across all schools/faculties at QUEEN'S, subject to normal entry requirements at QUEEN'S and the availability of suitable projects and supervisors at both institutions.
- 1.3 The QUEEN'S Study Regulations for Research Degree Programmes shall apply throughout. These may be found at <http://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/GeneralRegulations/StudyRegulations/StudyRegulationsforResearchDegreeProgrammes/>.

2. Structure of the Degree Programme

- 2.1 Sponsored scholars from TEZPUR will be eligible to apply for admission to a Collaborative Research Degree Programme (CRDP) at QUEEN'S. A CRDP is a formal arrangement of joint supervision, at PhD level, by a QUEEN'S academic and a TEZPUR academic.
- 2.2 Nominees, who meet the admissions criteria at QUEEN'S, and for whom a project is, and supervisors are, identified and agreed by the Parties will be registered by QUEEN'S as PhD students for the duration of the programme as per QUEEN'S policies and procedures.
- 2.3 QUEEN'S will award the PhD on successful completion of study. Normally the maximum period of stay at QUEEN'S will be two semesters for TEZPUR scholars from Humanities, Social Sciences (HSS) and Management Sciences (MS) and six semesters for TEZPUR scholars from Engineering, Life Sciences and Science .

3. Recruitment Procedure

- 3.1 Potential projects and principal supervisors will be solicited at QUEEN'S via the Local Management and Operational Committee normally before the end of January in each academic year. Projects and the Principal Supervisor at QUEEN'S will be communicated by the QUEEN'S Coordinator to the TEZPUR Coordinator.
- 3.2 TEZPUR shall be responsible for selecting suitable Scholars and the Co-supervisors at TEZPUR and matching each to a QUEEN'S proposed project. This information, including the Co-Supervisor summary CV as per section 8.4 below, will be shared with the QUEEN'S Coordinator normally before the end of March.
- 3.3 Normally before the end of May each Scholar nominated by TEZPUR will make formal application for admission through the Direct Application Portal (DAP): https://dap.qub.ac.uk/portal/user/u_login.php

4. Admissions

- 4.1 Applications for admission to QUEEN'S, under this Agreement, will be considered in line with the normal Postgraduate Admission Procedures at QUEEN'S.
(<http://www.qub.ac.uk/directorates/MRCI/admissions/PostgraduateAdmissions/PostgraduateAdmissionsPolicy/>)
- 4.2 Academic and English criteria will apply as outlined in Appendix 1.1. QUEEN'S shall make the final decision on admission in line with admissions procedures at QUEEN'S.
- 4.3 The offer of a place shall be conditional on the signed completion of a Collaborative Research Student Agreement, as set out in Appendix 1.2.

5. Financial Arrangements

- 5.1 The financial arrangements between QUEEN'S and TEZPUR for Strand One are detailed in Appendix 1.3.
- 5.2 The expenses for the travel and accommodation of the QUEEN'S staff travelling to TEZPUR will be paid by TEZPUR.

6. Registration (See Section 2 of Study Regulations for Research Degrees link in 2.2).

- 6.1 Approved Scholars shall be registered as full-time students of QUEEN'S and shall be entitled to the privileges and subject to the duties of students of the University.
- 6.2 Students must register at the start of their research programme and at the beginning of every subsequent academic year at QUEEN'S. Registration in the second and subsequent years is subject to Annual Progress Review (APR) see section 6.5 of Study Regulations for Research Degrees link in 2.2.
- 6.3 New research students are required, where possible, to attend an induction programme at QUEEN'S.
- 6.4 Procedures for voluntary withdrawal will follow the normal Research Degree Programme regulations at QUEEN'S.
- 6.5 Students will be assigned to the School at QUEEN'S in which the Principal Supervisor is based.

7. Student Responsibilities

- 7.1 For the duration of studies at QUEEN'S, participating students shall be subject to, and must abide by, all the rules and regulations of QUEEN'S and the bylaws of the Ph. D. Rules and Regulations approved by the Academic Council and adopted by the Board of Management at TEZPUR.
- 7.2 Participating students shall be subject to, and must abide by, the immigration rules for the United Kingdom and India.

- 7.3 Provision of QUEEN'S accommodation will be made during full semester visits but cannot be guaranteed for short-term study outside of QUEEN'S semester 1 and semester 2 period. In the event of this happening participating students shall be responsible for arranging their own accommodation. Students are responsible for their own travel arrangements as per TEZPUR defined process.
- 7.4 Students shall comply with training requirements at QUEEN'S and with any specific compulsory or recommended training requirements put in place by their assigned School at QUEEN'S.

8. PhD Supervisors

- 8.1 Students shall be supervised according to QUEEN'S Study Regulations for Research Degree Programmes, and the supporting Code of Practice for Research Degree Programmes, with the exception that a registered research student shall normally be jointly supervised by a Supervisory Team comprising a Principal Supervisor from QUEEN'S and a Co-Supervisor from TEZPUR. A third Co-supervisor may also be appointed from QUEEN'S where appropriate.
- 8.2 The Principal Supervisor shall have overall responsibility for the student and the research to which she/he has been assigned, reporting to the University Coordinator at QUEEN'S on any issues arising during the period of research, including student progress.
- 8.3 Supervisors shall be appointed by QUEEN'S in accordance with normal requirements as specified within the University's Study Regulations for Research Degree Programmes at QUEEN'S.
- 8.4 In accordance with QUEEN'S procedures <http://www.gub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/CollaborativeArrangements/RecognisedTeachersSupervisors/> TEZPUR Co-Supervisors will be required to be approved as recognised Co-Supervisors at QUEEN'S by the Chair of the University's Collaborative Provision Group prior to appointment to the supervisory team as indicated in section 3.2 above.
- 8.5 The TEZPUR supervisor and a QUEEN'S supervisor are expected to meet once or twice per year, on an as-needed basis, at the location of the student's primary residency that year. The supervisor visit will normally be for a duration of up to 5 days the cost of which will be met by TEZPUR (travel and accommodation)
- 8.6 All supervisors will adhere to the terms of the Supervisor's Rights and Responsibilities as outlined in Appendix 1.4.

9. Differentiation, Annual Progress Review and Examination Process

- 9.1 Progress shall be regularly monitored by the Supervisory Team, and annually reviewed by an independent APR (including differentiation) Panel, in accordance with QUEEN'S Study Regulations for Research Degree Programmes (see section 6 link included 2.2), with the exception that Annual Progress Review meetings may take place at TEZPUR, by Skype or other on line communication platform.

- 9.2 QUEEN'S is responsible for ensuring that students know the outcome and feedback from the Annual Progress Review, available for the student to view in the Research Student Lifecycle within QUEEN'S Student Information System (QSIS), and the appropriate registration status for the next period of study.
- 9.3 Final submission and examination shall be carried out in accordance with the relevant regulations for postgraduate study at QUEEN'S.

10. Student Research Conduct, Complaints and Appeals

- 10.1 Students must ensure that all research is conducted with integrity and in compliance with relevant regulations, policies and good practice documents that are in place at QUEEN'S. Examples of research misconduct include plagiarism, fraud, breach of confidentiality and negligence. The Regulations Governing the Allegation and Investigation of Misconduct in Research at QUEEN'S shall apply.
- 10.2 Matters relating to student discipline shall be considered and processed under the regulations of the institution where the student is based at a particular time. A report on the outcome of the disciplinary matter shall be forwarded to the other institution and further action taken as deemed appropriate.
- 10.3 Student complaints will be processed under the scheme in the institution in which the complaint has arisen. The outcome of the complaint shall be reported to the other institution and further action taken as deemed appropriate.
- 10.4 A student who is dissatisfied with the outcome of progress review or the examination process may appeal to the Faculty Student Research Appeals Committee in the first instance in accordance with the Academic Appeal Regulations (Research Degree Programmes) at QUEEN'S.
- 10.5 The decision of QUEEN'S shall be final and conclusive in any dispute, difference or question arising in respect of the PhD program awarded by QUEEN'S.

11. Quality Assurance Arrangements

- 11.1 All aspects of PhD study under this Agreement will be governed by the QUEEN'S Study Regulations for Research Degree Programmes and the supporting Code of Practice for Research Degree Programmes, notwithstanding any exceptions concerning the arrangements for supervision, progress review and examination outlined as appropriate, in Clauses 8 and 9 respectively. Accordingly, QUEEN'S Quality Assurance procedures and regulations shall apply.
- 11.2 Each Party agrees to cooperate in the collection of relevant information to meet the requirements of external bodies or other professional and statutory bodies, as appropriate.
- 11.3 An annual monitoring report on the management and operation of the joint supervisory arrangement shall be prepared by the Joint Management Committee and submitted to the Collaborative Provision Group at QUEEN'S for consideration.

12. **Awards**

QUEENS is responsible for the award of the PhD degree and the graduation ceremony is to be held at QUEENS.

Appendix 1.1 – Admissions Requirements and Qualification Comparability

TEZPUR University Institution Recognition / Standing	UK Standard	TEZPUR University (grade comparability) Equivalent	English Language
<p>NARIC, the UK National Academic Recognition Information Centre recognises TEZPUR University as a Central (Public) institution in the Assam district of India, and utilising international institution rankings, the University would consider TEZPUR University in the second tier of higher education institutions (NOOSR; National Institutional Ranking Framework – NIFR).</p>	UK Bachelor Degree Standard**	<p>UK 2:1: First Class / Division pass and an average of 60%</p> <p>UK 2:2: 55% or better</p>	<p>The normal English language requirements for PhD eligibility will apply, e.g. Completion of an IELTS (Academic) test with an overall score of 6.0/6.5 overall and a minimum of 5.5 in each of the test components (depending on the programme) or equivalent qualification*</p> <p>* 70% in English Language (Core) in Standard XII awarded by:</p> <ul style="list-style-type: none"> - All India Senior School Certificate Examination (Delhi Senior School Certificate Examination) awarded by the Central Board of Secondary Education CBSE - Indian School Certificate (Year 12) awarded by the Council for the Indian School Certificate Examinations (CISCE). <p>Higher Secondary Certificate (Year 12) awarded by the following State Boards: Assam, Gujarat, Karnataka, Maharashtra, Tamil Nadu and West Bengal.</p>
	UK Master's Degree Standard**	UK Masters (60%) - First Class pass and an average of 60%	

** For candidates articulating from a recognised institution other than Tezpur University the equivalent standard should be determined in line with the University Admissions policy at QUEEN'S.

Appendix 1.2 – Collaborative Research Student Agreement



**QUEEN'S
UNIVERSITY
BELFAST**



Collaborative Research Student Agreement

This agreement should be read in conjunction with the Memorandum of Agreement (Partnership Agreement) between The Queen's University Belfast (QUEEN'S) and Tezpur University (TEZPUR), signed on **DATE**.

<p>1. The Partners</p> <p>(i) Name of School: <i>QUEEN'S</i></p> <p>(ii) Name of School: <i>TEZPUR</i></p>
<p>2. The Student</p> <p>(iii) Name of student: <i>name</i></p> <p>(iv) Student's nationality: <i>nationality</i></p> <p>(v) Outline of student's qualifications: <i>qualifications</i>.</p>
<p>3. The Research</p> <p>Research Title: <i>Title</i></p> <p><i>Brief Synopsis</i></p> <p>All related Intellectual Property Rights and/or Copyright arising from the Research shall be assigned as per standard protocol at QUEEN'S for postgraduate research.</p>
<p>4. The Supervisors</p> <p>The following Supervisors shall be assigned to the Student:</p> <p><i>Supervisor Name, of SCHOOL– QUEEN'S (Principal Supervisor)</i> <i>Supervisor Name, of SCHOOL/UNIT – TEZPUR (Co Supervisor)</i> <i>Supervisor Name, of SCHOOL – QUEEN'S (Third Supervisor)</i></p> <p>Both Supervisors commit themselves to duly exercise their duties as PhD Co-supervisors with the Student. Any required changes to these personnel shall be managed in accordance with established protocols at QUEEN'S. Supervisor's Rights and Responsibilities as outlined in Appendix 1.4 and QUEEN'S Study Regulations for Research Degree Programme:</p>

5. Registration

The Student shall be registered at QUEEN'S for the duration of the research period, commencing *DATE*, in accordance with normal requirements and, as such, shall be entitled to the privileges and subject to the duties of students of the University. The Student will be registered to the School within which the Principal Supervisor is based.

The Student must register at the start of their research programme and at the beginning of every subsequent academic year at QUEEN'S. Registration in the second and subsequent years is subject to satisfactory progress reports.

The Student shall comply with the University's training requirements, the training requirements of their funding body and with any compulsory or recommended training requirements put in place by the School in which they are registered at QUEEN'S.

In registering to the University, the Student will be subject to, and must abide by, all the rules and regulations of QUEEN'S and the immigration rules for the United Kingdom.

6. Residency Requirements

It is expected that the Student shall spend the following periods of time at each institution:

DATES – INSTITUTION

Any subsequent change(s) to the above dates shall be mutually agreed and approved in accordance with normal protocols in place at each institution, as required. At a minimum, students are expected to be in attendance at QUEEN'S annually to take part in formal annual reviews of progress and to undertake the oral examination after the thesis has been submitted.

The Student will be responsible for housing, travel, medical insurance (if applicable), and any related subsistence costs incurred during these periods and in relation to the duration of the PhD programme more generally.

INSERT ANY PARTNER REQUIREMENTS TO FACILITATE STUDENT ATTENDANCE ON THEIR CAMPUS AND ACCESS TO FACILITIES (e.g., approval as visiting researcher)

7. Examination Arrangements

The thesis shall be submitted and examined in line with QUEEN'S regulations. The oral examination shall take place at QUEEN'S. The language of submission shall be in English.

8. Student Records

QUEEN'S shall be responsible for the official student record of the Student for the purposes of assessment and the conferment of the final award, ensuring compliance with relevant Data Protection legislation in relation to the confidentiality of personal data held by it about the Student.

The Student should note that information about him/her, including their academic progress and personal data, may be shared between the two institutions as required to fulfil the terms of this Agreement, and that both Parties have legitimate reasons for sharing personal data.

9. Resources

Each University shall provide appropriate physical and human resources, including library, ICT, and appropriate teaching and learning facilities to support the programme.

Each University shall be responsible for providing relevant student support and guidance including adherence to disability legislation (including the Special Education Needs and Disability Order (SENDO) of Northern Ireland.

QUEEN'S reserves the right to undertake a site visit of facilities provided by TEZPUR to ensure required standards are being maintained during the term of this Agreement.

10. Financial Arrangements

A bespoke semester package for Tezpur applicants covering fees and accommodation shall apply as follows. The fee shall be collected by QUEEN'S in accordance with normal procedure, and as stated in Clause 3 and Appendix 1.3 of the MOA.

Table 1: Semester Package – Tuition Fee and Accommodation Package for TEZPUR 2019/20

		Tuition and Accommodation Package (19/20)
Based on FR1	AHSS	£8,902
Based on FR2	EPS	£10,352
Based on FR2	MHLS	£10,352

Tuition fees and accommodation costs will be subject to change each year as set by QUEEN'S Planning and Finance Committee.

This project is supported through the QUEEN'S and TEZPUR Joint Supervision Program. QUEEN'S shall invoice TEZPUR University in November, each year, to request payment of the tuition fees owing for the student.

11. Duration

This Agreement is valid for the duration of the Student's period of registration at QUEEN'S, expiring on completion of the PhD programme or the Student's formal withdrawal from the University if sooner. The Student's period of study shall be in line with Study Regulations for Postgraduate Research at QUEEN'S.

12. **Approval and Signature**

Signed for and on behalf of:

THE QUEEN'S UNIVERSITY OF BELFAST

Name
Faculty Pro-Vice-Chancellor
Date: _____

Name
University Co-ordinator
Date: _____

Name
Principal Supervisor
Date: _____

TEZPUR UNIVERSITY

Name
Pro-Vice-Chancellor
Date: _____

Name
University Co-ordinator
Date: _____

Name
Co-Supervisor
Date: _____

Read and acknowledged by the Student:

Name
Date: _____

Appendix 1.3 – Financial Procedures

The fee rates for TEZPUR students to avail of study at QUEEN'S is detailed below in Table 1 and 2 referring to both semester package or monthly tuition fees only. Tuition fees and accommodation costs will be subject to change each year as set by QUEEN'S Planning and Finance Committee.

Table 1: Semester Package – Tuition Fee and Accommodation Package for TEZPUR 2019/20

		Tuition and Accommodation Package (19/20)
Based on FR1	AHSS	£8,902
Based on FR2	EPS	£10,352
Based on FR2	MHLS	£10,352

Table 2: Monthly Package – Tuition Fee only Fee Rate for TEZPUR 2019/20

		Tuition Fee (19/20)
Based on FR1	AHSS	£1,150
Based on FR2	EPS	£1,442
Based on FR2	MHLS	£1,442

- (i) For the latest information on tuition fees, including Terms and Conditions, please refer to:
<http://www.qub.ac.uk/International/International-students/International-tuition-fees/>.
- (ii) QUEEN'S will be responsible for the collection of tuition fees (in sterling) from TEZPUR. Payment shall be made in accordance with the University's Student Finance Framework on www.qub.ac.uk/tuitionfees
- (iii) QUEEN'S tuition fee collection arrangements and policy on withdrawals and refunds will apply.

Appendix 1.4 – Supervisor's Rights and Responsibilities

1. Definitions:

- a. **QUEEN'S:** Queen's University Belfast, the degree awarding institution.
- b. **TEZPUR:** Tezpur University.
- c. **Student:** Scholar of TEZPUR enrolled at QUEEN'S to obtain a doctoral degree under the terms of the current Agreement.

2. General:

- a. Supervisors must adhere to the QUEEN'S Study Regulations for Research Degree Programmes which govern this collaboration, with particular note of regulations relating to Progress and Assessment (see link to regulations: <http://www.qub.ac.uk/directorates/AcademicStudentAffairs/AcademicAffairs/GeneralRegulations/StudyRegulations/StudyRegulationsforResearchDegreeProgrammes/>).
- b. A Student shall be supervised by a QUEEN'S Supervisor (the Principal Supervisor), a TEZPUR Supervisor (the Co-Supervisor) and a third QUEEN'S Supervisor.
- c. QUEEN'S shall ensure that the QUEEN'S Supervisors meet their responsibilities. TEZPUR shall ensure that the TEZPUR Supervisor meets their responsibilities.
- d. All supervisors shall have equal rights regarding attendance at the student's oral examination in accordance with QUEEN'S Rules.
- e. All supervisors shall comply with any guidance or decision of QUEEN'S relating to the treatment of Students (i.e. student administration, management and progress etc).
- f. Recognising that the Student is registered on an QUEEN'S Programme, decisions of QUEEN'S relating to the treatment of the Student shall be binding.
- g. The QUEEN'S Supervisors and TEZPUR Supervisor shall consult with each other over issues that may arise from time to time relevant to the Student and inform his/her respective University Coordinator as necessary.

3. The QUEEN'S Supervisors:

- a. The QUEEN'S Supervisor will be the Principal Supervisor and as such will be expected to oversee supervisory arrangements for the relevant Student. The QUEEN'S Principal Supervisor will make him/her-self available to respond to any concerns raised by the TEZPUR Supervisor.
- b. The QUEEN'S Principal Supervisor will provide the TEZPUR Supervisor with the approved Student's research plan; as well as report all relevant progress to the TEZPUR Supervisor.
- c. The QUEEN'S Principal Supervisor will help ensure, in consultation with the TEZPUR Supervisor and each of the University Coordinators that appropriate facilities for the research are provided at TEZPUR.
- d. The QUEEN'S Principal Supervisor will inform the QUEEN'S University Coordinator and the TEZPUR Supervisor about concerns about the Student's performance or the student's failure to meet deadlines.

- e. The QUEEN'S Principal Supervisor shall bring to the attention of the QUEEN'S University Coordinator any other issues relevant to the Student's progress, whether it is the means of communication with the Student and/or the TEZPUR Supervisor, provision of facilities, or any other administrative or academic concerns.
- f. The QUEEN'S Principal Supervisor will visit TEZPUR to supervise the progress of the student's research work once or twice per year (5 days per visit) on an as-needed basis. The visits of the QUEEN'S Principal Supervisor will be funded by TEZPUR (tickets, accommodation), help with obtaining a visa will be provided. In case a supervisory team was assigned, any member of that team can visit in place of the QUEEN'S Principal Supervisor, potentially the third QUEEN'S Supervisor. A visit report needs to be submitted to the QUEEN'S University Coordinator thereafter.
- g. QUEEN'S Supervisors are encouraged to share expertise during visits to TEZPUR by giving a general lecture on topics of current interest in the field and to participate in academic activities in respective departments. This may include participation in research and teaching activity and will be agreed upon by the individual supervisor before each visit.
- h. The QUEEN'S Supervisors will set up the study plan for the Student within 3 months of the Student's enrolment. The research plan should include expected visits times for the Student, the QUEEN'S Supervisors, and the TEZPUR Supervisor.
- i. The QUEEN'S Principal Supervisor will help the Student plan the TEZPUR Supervisor's visits with the relevant departments at QUEEN'S.
- j. Formal supervision meetings should take place on regular intervals throughout the year with the Student and the TEZPUR Supervisor. These meetings may be in person, online or via video conferences. Meeting times will be documented as per APR (section 6.5 of the Study Regulations for Research Degree Programmes).

4. The TEZPUR Supervisor:

- a. The TEZPUR Supervisor will provide, in consultation with the QUEEN'S Principal Supervisor, supervision to the Student whilst she is working on the research degree programme at TEZPUR. And will assist the Student to overcome academic obstacles and any research impediments that the Student might encounter during the study period.
- b. The TEZPUR Supervisor will supervise the execution of the Student's research plan as approved by the QUEEN'S Supervisor; as well as report all relevant progress to the QUEEN'S Principal Supervisor.
- c. The TEZPUR Supervisor will support the Student to procure needed research materials and equipment by coordinating with the Student's department and the TEZPUR University Coordinator.
- d. The TEZPUR Supervisor will inform the TEZPUR University Coordinator and the QUEEN'S Principal Supervisor about concerns about the Student's performance or the student's failure to meet deadlines.
- e. The TEZPUR Supervisor shall bring to the attention of the TEZPUR University Coordinator any other issues relevant to the Student's progress, whether it is the

means of communication with the Student and/or the QUEEN'S Principal Supervisor, provision of facilities, or any other administrative or academic concerns.

- f. The TEZPUR Supervisor will make an annual visit of five days as needed to QUEEN'S to consult with the QUEEN'S Principal supervisor in all matters relating to the successful program of study. The visit must coincide with the Student's visit to QUEEN'S in order to maximise the benefits of the joint supervision. In the case of the TEZPUR Supervisor not being able to attend the annual visit a substitute may be nominated. A visit report needs to be submitted to the TEZPUR University Coordinator.
- g. The TEZPUR Supervisor is encouraged to share expertise during visits to QUEEN'S by giving a general lecture on topics of current interest in the field and to participate in academic activities in respective departments, as much as possible. And should attend relevant research seminars and staff training courses available at QUEEN'S.
- h. The TEZPUR Supervisor will participate with the QUEEN'S Principal Supervisor and Student in constructing the prospective visit schedule to be included in the study plan.
- i. The TEZPUR Supervisor will help the Student plan the QUEEN'S Supervisor's visits with the relevant departments at TEZPUR.
- j. Formal Supervision meetings should take place on regular intervals throughout the year with the student and the QUEEN'S Principal Supervisor. These meetings may be in person, online or via video conferences. Meeting times will be documented as per APR (section 6.5 of the Study Regulations for Research Degree Programmes).
- k. The TEZPUR Supervisor will attend any meetings arranged by the TEZPUR University Coordinator to discuss Student progress (if needed).
- l. The TEZPUR Supervisor will ensure that the Student gives an annual seminar at TEZPUR about his/her research, starting from the 2nd study year.

Appendix 2 –Management Committee Memberships

Joint QUEEN'S-TEZPUR Management Committee shall consist of the two coordinators from each University and each Head of International Office. Attendance can occur from representatives from either University as and when appropriate. The Joint QUEEN'S-TEZPUR Management Committee will meet a minimum of once per year via Skype or other appropriate teleconferencing facility.

The QUEEN'S Management and Operational Committee shall consist of the Deans of Internationalisation in the Faculties of Engineering and Physical Sciences (EPS), Arts, Humanities and Social Sciences (AHSS) and Medicine, Health and Life Sciences (MHLS). The membership will be augmented by the Faculty Deans of Research and School Postgraduate Research leads as needed. The Committee shall be chaired by the QUEEN'S Coordinator who may be one of the Deans.

The TEZPUR Management and Operational Committee shall consist of Dean of Academic Affairs, Deans of the Schools, Dean of Research and Development, Director of International Office, The Committee shall be chaired by the Dean of Academic Affairs who shall also act as the TEZPUR Coordinator.

Appendix 3 – UK Bribery Act 2010

The Bribery Act 2010 came into force on 1 July 2011. The purpose of the Act is to provide a consolidated scheme of bribery offences to prosecute bribery both in the UK and abroad. While primarily aimed at commercial organisations, the Act also covers all organisations incorporated under UK law, including Universities. It also extends, by association, to individuals and organisations providing services on behalf of the University or representing the University, wherever in the world.

As a consequence, the Bribery Act 2010 requires QUEEN'S and TEZPUR to:

- (i) 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 ('Relevant Requirements').
- (ii) 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.
- (iii) Have, and to maintain, in place, throughout the term of this Agreement, policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and to enforce them where appropriate.
- (iv) Ensure that all persons associated with QUEEN'S or TEZPUR, including employees and sub-contractors, or other persons, who are performing services, in connection with this Agreement comply with the Act.

Further information on the Bribery Act 2010 can be obtained from the following URL:

<http://www.legislation.gov.uk/ukpga/2010/23/contents>