

# The QAA Quality Mark: Terms and Conditions of Use

## Part 1: Introduction

1 Our mission is to safeguard standards and improve the quality of UK higher education; as part of that mission we are committed to improving public understanding of higher education standards and quality. To this end, we license the QAA logo and QAA word mark, as defined below, for use as a quality mark by eligible subscribers, in order to assure the public that the institution has undergone a review and achieved a successful result through an independent quality assurance process.

2 The QAA logo and the QAA word mark are trademarks registered in the UK and the European Community. This document sets out the terms and conditions under which the Quality Assurance Agency for Higher Education licenses its trademarks for use by eligible subscribers as the QAA Quality Mark.

3 The QAA Quality Mark can only be used by QAA subscribers following a positive review, under licence and according to the criteria listed in the terms and conditions below. These terms and conditions form an agreement between each eligible subscriber and QAA, entered into in consideration of QAA granting the licence and the eligible subscriber undertaking to comply with these terms and conditions. In any event you will be bound by all the obligations applicable to an eligible subscriber under these terms and conditions if you make any use of the QAA Quality Mark.

### **Definitions and interpretation**

4 **Eligible subscriber**: A QAA subscriber who:

a) currently holds a positive judgement further to review under one of the following methods: Institutional Audit in England and Northern Ireland; Institutional Review in England and Northern Ireland; Enhancement-led Institutional Review in Scotland; Institutional Review in Wales; Integrated Quality and Enhancement Review in England; Review of College Higher Education in England; Integrated Quality and Enhancement Review in Northern Ireland; Higher Education Review; Higher Education Review Wales; Higher Education Review (Plus); Higher Education Review (Alternative Providers) for Educational Oversight; Higher Educational Review (Alternative Providers) for Specific Course Designation; or
b) has successfully applied for and currently holds taught degree-awarding powers or Foundation Degree awarding powers.

See Annex 2 of this document for criteria to be met under each review method.

5 **Acceptance of terms and conditions**: a link to these terms and conditions is supplied alongside the graphic files for the QAA Quality Mark. Use of the QAA Quality Mark signifies your acceptance of these terms and the conditions.

- 6 **Licence**: the licence granted pursuant to clause 18.
- 7 Marks: the QAA logo, QAA word mark and QAA Quality Mark.

8 **The public**: students, potential students and anyone with an interest in quality and standards in higher education.

9 **QAA logo**: the diamond shaped 'Q' logo, which is a registered trademark in the UK under number 2414930 and in the European Community under trademark number E4972857.

10 **QAA Quality Mark**: the licensed quality mark comprising the QAA logo (or the QAA Scotland logo for use by subscribers based in Scotland, or the QAA Cymru logo for subscribers based in Wales), and the 'UK Quality Assured' text. See Annex 1.

11 **QAA word mark**: the 'QAA' text, which is a registered trademark in the UK under number 2419663 and in the European Community under trademark number E5020482.

12 **QAA Subject Review**: QAA review method (April 1995 - December 2001) which evaluated the quality of educational provision within a subject area. It focused, at the level of the subject, on the quality of the student learning experience and student achievement. Taught programmes of study at all levels were reviewed.

13 **QAA subscriber(s)**; **QAA subscribing institution(s)**: higher education providers who are subject to review by QAA under the methods listed below, and who subscribe to QAA.

14 **Review(s)**; **institutional-level review(s)**: Institutional Audit in England and Northern Ireland (prior to 2012); Institutional Review in England and Northern Ireland (which replaced Institutional Audit from 2011); Institutional Review in Wales; Enhancement-led Institutional Review in Scotland; Integrated Quality and Enhancement Review in England (prior to 2013); Review of College Higher Education in England (which replaced Integrated Quality and Enhancement Review in England from 2012); Integrated Quality and Enhancement Review in Northern Ireland; Higher Education Review; Higher Education Review Wales; Higher Education Review (Plus); Higher Education Review (Alternative Providers) for Educational Oversight; Higher Educational Review (Alternative Providers) for Specific Course Designation.

15 **Us**; **our**; **we**: the Quality Assurance Agency for Higher Education (**QAA**).

16 **You**; **your**: the eligible subscriber to which QAA has granted the licence.

## Part 2: Terms and conditions of the licence

### **Conditions of use**

17 The QAA logo and QAA word mark are the property of QAA. Use of the QAA logo or QAA word mark other than as integral parts of the QAA Quality Mark, including their reproduction, is subject to written permission by QAA and is not covered by the terms of the licence. If the QAA logo or QAA word mark are reproduced or otherwise used by any person without such permission, QAA may seek to enforce its rights over its property through the courts.

At the point at which the graphic files for the QAA Quality Mark are supplied, QAA will grant you a non-exclusive licence to use the QAA Quality Mark (the **licence**). The licence shall remain in force from the date of the despatch of the graphic files until the date of your next QAA review or until such licence is withdrawn by QAA in accordance with these terms and conditions, whichever is the earlier. You shall not use the QAA logo and/or the QAA word mark separately or apart from the QAA Quality Mark.

Any goodwill in the marks derived from your use of the QAA Quality Mark shall accrue to and vest absolutely and exclusively in QAA. To the extent that such goodwill does not so vest, you will hold it in trust to us. We may, at any time, call for a confirmatory assignment of that goodwill and you shall promptly execute an appropriate assignment.

20 QAA reserves the right to alter these terms and conditions at any time. Changes to the QAA Quality Mark terms and conditions will be confirmed to you in writing. In the event that you do not wish to continue use of the QAA Quality Mark following a change of these terms and conditions, you may terminate the licence by giving notice to us in writing and complying with the terms of clause 38. Termination is immediate upon receipt by QAA of the written notice. The current terms and conditions of the QAA Quality Mark can always be found at: www.gaa.ac.uk/en/Publications/Documents/Quality-Mark-Terms.pdf.

### **Qualifying criteria**

21 Only eligible subscribers who have been granted permission by QAA are permitted to use and display the QAA Quality Mark. Full details of judgements in each review method and criteria for eligibility are given in Annex 2.

The licence is granted on condition that QAA subscribers remove out-of-date information on QAA Subject Review (an obsolete review method which was discontinued in 2001) from their websites and marketing material. This is to avoid giving any impression that QAA still operates a review method at subject level.

23 When two or more eligible QAA subscribers merge, QAA will confirm the newly-merged provider's eligibility to use the QAA Quality Mark in writing. If one or more of the QAA subscribers merging is not eligible to use the QAA Quality Mark, the licence will be terminated with immediate effect of QAA's decision that the new provider is ineligible (see clause 38).

### Issue and use of the QAA Quality Mark

24 We strongly recommend you use the QAA Quality Mark following the publication of your review report on the QAA website; should you do so, you must comply with these terms and conditions and with the specifications set out in Annex 1.

We will issue these terms and conditions along with graphic files (in three formats: EPS, JPEG and PNG) of the relevant QAA Quality Mark (see Annex 1) on publication of your institutional-level review report on the QAA website at: <u>www.qaa.ac.uk/reviews-and-reports</u>.

We will also issue a hyperlink to your report page on the QAA website at: <u>www.qaa.ac.uk/reviews-and-reports</u>, which you must use in conjunction with the QAA Quality Mark.

27 You may use the QAA Quality Mark on all forms of communication related directly to you and programmes delivered by you, as specified in the QAA review and subject to these terms and conditions. The QAA Quality Mark may also be used at, or in communications relating to, any campuses that are an integral part of your institution and which were included in the QAA review ('your partners'). You must take full responsibility for ensuring that the QAA Quality Mark is used correctly. From time to time we may request that you provide us with copies of such communications, which you shall promptly provide to us for review.

28 Use of the QAA Quality Mark in communications by you must be limited in such a way as to allow you to withdraw such communications with immediate effect in the event that this licence is revoked by QAA.

29 Your right to use the QAA Quality Mark under this licence may not be sub-licensed. The QAA Quality Mark may not be used by any of your partners unless they were included in your QAA review and agree to be bound by these terms and conditions. You shall be responsible for ensuring that such partners comply with these terms and conditions.

### Misuse of the QAA Quality Mark

30 You must use the QAA Quality Mark only in relation to your eligible subscriber status and according to the terms and conditions of this licence, and not in any way that will lead the public to believe that QAA endorses you or parts of your operation which have not been subject to review by QAA and met the standards set out in Annex 2.

31 You hereby undertake that you shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the QAA logo, QAA word mark or QAA Quality Mark, or the reputation or goodwill associated with the QAA logo, QAA word mark, QAA Quality Mark or QAA, or that may invalidate or jeopardise any registration of the QAA logo or QAA word mark.

32 You shall not apply for, or obtain, registration of the QAA Quality Mark for any goods or services in any country.

33 You shall not apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises or is confusingly similar to, the QAA logo, QAA word mark or QAA Quality Mark.

We protect our intellectual property and undertake regular and frequent monitoring of the use of our logos, trademarks and copyrighted materials. QAA subscribers or third parties who are found to be using the QAA logo, QAA word mark or QAA Quality Mark without a licence may be asked in writing to remove all references to these within seven days of the written request, or face legal action. You should notify QAA of any third party infringement or abuse of the QAA logo, QAA word mark or QAA Quality Mark, including by another QAA subscriber, which comes to your attention.

### Grant, suspension and withdrawal of the licence

35 We may, at our discretion, withdraw this licence with immediate effect in the event that:

- a your review status changes in such a way that you are no longer an eligible subscriber;
- b your institution is closed or amalgamated with another institution;
- c you change your name; or
- d we are required to do so for our own operational reasons at any time.
- e we consider that factors or information exists such that your continued use of the QAA Quality Mark causes or may cause, in QAA's opinion, confusion or concern in the public domain.

We may also withdraw this licence if the QAA Quality Mark is used in any way which, in our opinion, adversely affects QAA or QAA's reputation, or if its use is in breach of these terms and conditions. In the event that such a breach is capable of remedy and a delay in withdrawing this licence will not prejudice our position, we may give you the opportunity to remedy such misuse within thirty (30) days of us notifying you of the breach. If the breach cannot be remedied or you fail to remedy the breach within the thirty (30) days, we reserve the right to withdraw this licence with immediate effect. We may suspend your licence if a concern (as defined by clause 42) is upheld, which, in QAA's opinion, is so serious and credible as to adversely affect its reputation if the QAA Quality Mark continued to be used on your communications. In these circumstances, the decision to suspend this licence rests solely with QAA and such a decision is final. The suspension will remain in place until QAA is satisfied that the concern is no longer deemed to adversely affect its reputation.

38 We will notify you in writing within seven days of a decision to suspend or withdraw this licence. On withdrawal or suspension of this licence, you must:

- a cease all use of the QAA Quality Mark;
- b remove the QAA Quality Mark from all of your communications;
- c withdraw those of your communications featuring the QAA Quality Mark from circulation, within seven days of notification of withdrawal or suspension of this licence; and
- d procure that any of your partners using the QAA Quality Mark, pursuant to clause 27, comply with paragraphs 38a to 38c above.

39 If you fail to remove the QAA Quality Mark within seven days of the date of a formal letter withdrawing or suspending this licence, we reserve the right to take the following action:

- a we will formally write to you again, reminding you that this licence has been withdrawn and requiring that the QAA Quality Mark is removed within seven days from the date of this second letter; and
- b if the QAA Quality Mark has not been removed within this further seven day period, we reserve the right to refer the matter to our legal representatives for advice and possible legal action, including obtaining injunctive relief to prevent you from using the QAA Quality Mark.

40 In addition to the process outlined in clause 39 above, you may also be subject to an investigation under our concerns procedure: <u>www.qaa.ac.uk/concerns</u>.

41 The provisions of clauses 38 and 39 are without prejudice to our rights to enforce our intellectual property rights or rights arising under this licence without first taking the steps referred to in clauses 38 and 39 if in our opinion such action is necessary or desirable.

For the purpose of clauses 35 to 41, '**concern**' shall mean a complaint upheld by QAA under its Concerns Procedure as outlined at: <u>www.gaa.ac.uk/concerns</u>.

### Liability

43 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these terms and conditions. Accordingly, we shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these terms and conditions.

To the fullest extent permitted by law, we shall not be liable to you for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your use of the rights or any termination of the rights granted to you under, or otherwise in connection with, these terms and conditions. You therefore also agree that we have no liability for the contents of your communications channels or any legal consequences arising from them or from your use of the QAA Quality Mark on them. You should therefore satisfy yourself that your communications fulfil all of their intended purposes, including legal purposes. 45 You shall indemnify us against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your exercise of your rights granted under this licence or any breach by you of these terms and conditions.

46 Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

### Information not covered by this licence

47 If you wish to use any QAA Marks or information outside of the scope of this licence, you must both request from QAA and be granted by QAA a separate licence for such additional use.

48 Any use of QAA copyright material, graphics and logos is covered by our copyright policy, which is available on our website at: <u>www.qaa.ac.uk/about-us/corporate-governance/policies</u>.

49 Requests for use of any QAA copyright material, graphics and logos should be made in writing to: <u>enquiries@qaa.ac.uk</u>.

### Miscellaneous

50 Except as provided in clause 20, no variation of these terms and conditions by you shall be effective unless it is in writing and signed by us.

51 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) other than provisions relating to the permitted use and the specifications in Annex 2 is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected.

52 No person other than a party to these terms and conditions shall have any rights to enforce any term of it.

53 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

Any notice required to be given under these terms and conditions shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by commercial courier, or by email, to each party required to receive the notice at its registered address or as otherwise specified by the relevant party by notice in writing to each other party. Notices by email to QAA must be sent to: <u>enquiries@qaa.ac.uk</u>.

55 Any notice shall be deemed to have been duly received:

- a if delivered personally, when left at the registered office of the receiving party;
- b if sent by pre-paid first-class post or recorded delivery to the registered office of the receiving party, at 9.00am on the second business day after posting;
- c if delivered by commercial courier to the registered office of the receiving party, on the date and at the time that the courier's delivery receipt is signed; or

d if sent by email to <u>enquiries@qaa.ac.uk</u>, when received if received during normal business hours (9.00am - 5.00pm), and if received outside normal business hours, at 9:00am on the next business day;

however, these provisions shall not apply to the service of any proceedings or other documents in any legal action.

56 These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the parties hereby irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear such disputes or claims.

# Annex 1: Specifications for using the QAA Quality Mark

## The QAA Quality Mark

1 The QAA Quality Mark is made up of three parts: the QAA logo, the QAA word mark and the text 'UK Quality Assured'.

2 We will supply QAA subscribers who meet the criteria for using the QAA Quality Mark (see Annex 2 of this document) with a complete graphic file incorporating these three elements, in JPEG and PNG format for use on web-based outlets and in EPS format for use in printed material. There are three QAA Quality Marks for use by eligible QAA subscribers, depending on their location (see below).

### Size, colour and placing

3 The proportion and relative position of the parts that make up the QAA Quality Mark have been carefully developed and must not be modified or altered in any way. The QAA Quality Mark should never be used smaller than the minimum sizes, given below.

4 The QAA Quality Mark must always appear in the corporate colours, given below. The QAA Quality Mark should always appear on a white or light background, never on a strong background colour, and not be reversed (to be 'whited out'). Other colours cannot be substituted in place of the corporate colours. Deviation from this approach may be permitted in special circumstances but only with the explicit prior approval of QAA.

5 Always allow the QAA Quality Mark as much space as possible to enable it to appear prominently without interference from other text or graphic material. The position of the QAA Quality Mark should be no less than 10 mm from the edge of a page, and a minimum of 10 mm from any other text and graphics. If you are in doubt about the correct use of the QAA Quality Mark, please contact the QAA Multimedia Team for help and advice or to request graphic files in alternative formats. See Annex 3: Further information.

### Accessibility and 'Alternative text'

6 To enhance accessibility, we advise that the 'Alternative text' specified below is used, unaltered, where the QAA Quality Mark is used on eligible subscribers' websites:

QAA Quality Mark thumbnail

In Welsh:

Cryno lun o Farc Ansawdd Gymraeg ASA

### Hyperlinks

7 It is a condition of this licence that where the QAA Quality Mark is used on an eligible subscriber's web-based channel, there must also be a hyperlink directly to the subscriber's report on the QAA website at: <u>www.qaa.ac.uk/reviews-and-reports</u>.

8 To implement this in a way which incorporates best practice to enhance accessibility, we advise displaying the following text underneath the QAA Quality Mark and embedding the hyperlink within this text, as shown here:

'Click here to read this institution's latest review report.'

9 The url of your report to link to will be issued, along with the graphic file, in the email to heads of eligible institutions and to quality assurance managers sent upon publication of your review report.

## The QAA Quality Mark graphics

1 England and Northern Ireland



# **UK Quality Assured**

Website/Email	Format: JPEG or PNG	Size: min width 140 pixels, max width 220 pixels
Printed material	Format: EPS	Size: min width 23 mm, max width 65 mm
Stationery	Format: EPS	Size: min width 23 mm, max width 47 mm
Premises	Format: EPS	Size: min width 23 mm, max width 300 mm

#### Pantone 562 CMYK: Cyan 85% Magenta 12% Yellow 53% Black 36% RGB: R0 G111 B98 HEX: #006F62



# **UK Quality Assured**

Website/Email	Format: JPEG or PNG	Size: min width 140 pixels, max width 220 pixels
Printed material	Format: EPS	Size: min width 32 mm, max width 75 mm
Stationery	Format: EPS	Size: min width 32 mm, max width 56 mm
Premises	Format: EPS	Size: min width 32 mm, max width 310 mm

#### Pantone 7690 CMYK: Cyan 95% Magenta 41% Yellow 10% Black 0% RGB: R0 G118 B168 HEX: #0076A8

### 3 Wales



# **UK Quality Assured**

## Sicrwydd Ansawdd y DU

Website/Email	Format: JPEG or PNG	Size: min width 152 pixels, max width 232 pixels
Printed material	Format: EPS	Size: min width 41 mm, max width 85 mm
Stationery	Format: EPS	Size: min width 41 mm, max width 66 mm
Premises	Format: EPS	Size: min width 41 mm, max width 320 mm

#### Pantone 562 CMYK: Cyan 85% Magenta 12% Yellow 53% Black 36% RGB: R0 G111 B98 HEX: #006F62

**Note:** Ownership of the QAA Quality Mark, the artwork, electronic file and all reproductions of it remain the copyright and property of QAA.

# Annex 2: Criteria for use of the QAA Quality Mark

Subscribers who receive and maintain positive reviews under the following methods are eligible to use the QAA Quality Mark, according to the criteria listed.

## **England and Northern Ireland**

Current/past QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Quality Mark use
Institutional Audit England and Northern Ireland (Prior to 2012)	<ol> <li>The confidence that can reasonably be placed in the soundness of the institution's present and likely future management of the academic standards of its awards.</li> <li>The confidence that can reasonably be placed in the soundness of the institution's present and likely future management of the quality of the learning opportunities available to students.</li> </ol>	<ul> <li>These two areas each receive one of three judgements:</li> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul>	Confidence judgement in both areas. Following a limited confidence or no confidence judgement, once action has been taken and QAA has signed off the audit as 'audit completed', a licence will be granted to use the QAA Quality Mark.
Institutional Review England and Northern Ireland (From 2012 onwards)	1 The academic standards of the institution's awards.	<ul> <li>Area 1 receives one of two judgements:</li> <li>meet UK expectations for threshold standards</li> <li>do not meet UK expectations for threshold standards.</li> </ul>	Meet UK expectations for threshold standards in area 1 AND

	<ol> <li>2 The quality of student learning opportunities.</li> <li>3 The quality of the information produced by the institution about its learning opportunities.</li> <li>4 The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. Note: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Quality Mark following completion of the follow-up and sign-off processes to QAA's satisfaction, and provided that their judgement has been upgraded to 'meets expectations' as appropriate.
Integrated Quality and Enhancement Review	1 The academic standards of the institution's awards.	Areas 1-2 receive one of three judgements:	<b>Confidence</b> in areas 1-2 and <b>reliance</b> in area 3.
England (Prior to 2013)	<ol> <li>2 The quality of student learning opportunities.</li> <li>3 The accuracy and completeness of the information which the college publishes about itself.</li> </ol>	<ul> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul> Area 3 receives one of two judgements:	<b>Note:</b> Institutions receiving a <b>limited</b> <b>confidence</b> or <b>no confidence</b> or <b>no</b> <b>reliance</b> judgement will be permitted to use the QAA Quality Mark following completion of the follow-up and sign- off processes to QAA's satisfaction.
		<ul><li>reliance</li><li>no reliance.</li></ul>	
Review of College Higher Education	1 The academic standards of the institution's awards.	Area 1 receives one of two judgements:	Meet UK expectations for threshold standards in area 1 AND
England (From 2013 onwards)		<ul> <li>meet UK expectations for threshold standards</li> <li>do not meet UK expectations for threshold standards.</li> </ul>	

	<ol> <li>2 The quality of student learning opportunities.</li> <li>3 The quality of the information produced by the institution about its learning opportunities.</li> <li>4 The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. Note: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Quality Mark following completion of the follow-up and sign-off processes to QAA's satisfaction, and provided that their judgement has been upgraded to 'meets'.
Integrated Quality and Enhancement Review	1 The academic standards of the institution's awards.	Areas 1-2 receive one of three judgements:	<b>Confidence</b> in areas 1-2 and <b>reliance</b> in area 3.
Northern Ireland	<ol> <li>2 The quality of student learning opportunities.</li> <li>3 The accuracy and completeness of the information which the college publishes about itself.</li> </ol>	<ul> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul> Area 3 receives one of two judgements: <ul> <li>reliance</li> <li>no reliance.</li> </ul>	<b>Note:</b> Institutions receiving a <b>limited</b> <b>confidence</b> or <b>no confidence</b> or <b>no</b> <b>reliance</b> judgement will be permitted to use the QAA Quality Mark following completion of the follow-up and sign- off processes to QAA's satisfaction.
<b>Higher Education</b> <b>Review</b> England and Northern Ireland (From 2013 onwards)	<ol> <li>The setting and maintenance of the threshold academic standards of awards.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1. AND

	<ol> <li>The quality of student learning opportunities.</li> <li>The quality of the information produced [by the institution] about its provision.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Quality Mark following completion to QAA's satisfaction of the follow-up and sign- off processes, and provided that their judgement has been upgraded to 'meets'.
Higher Education Review (Plus) (From 2014 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	<ol> <li>The setting and maintenance of the threshold academic standards of awards.</li> <li>The quality of student learning opportunities.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> <li>Areas 2-4 receive one of four judgements:</li> </ul>	Meets UK expectations in area 1. AND Is commended or meets UK expectations in areas 2-4.

For Annual monitoring see below	<ul> <li>3 The quality of the information produced [by the institution] about its provision.</li> <li>4 The enhancement of student learning opportunities.</li> </ul>	<ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	<b>NOTE</b> : Institutions receiving a <b>requires</b> <b>improvement to meet UK</b> <b>expectations</b> or <b>does not meet UK</b> <b>expectations</b> judgement will not be permitted to use the QAA Quality Mark until they have passed a partial or full HER (AP) review.
Higher Education Review (Alternative Providers) for Educational Oversight (From 2015 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND
	<ol> <li>The setting and/or maintenance of the threshold academic standards of awards.</li> <li>The quality of student learning opportunities.</li> <li>The quality of the information about</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> </ul>	Meets UK expectations in area 1. AND Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK

	4 The enhancement of student learning opportunities.	<ul> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	<b>expectations</b> judgement will not be permitted to use the QAA Quality Mark until they have passed a partial or full HER (AP) review.
Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Quality Mark use
	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.
	NB. Providers who make commendable pro- be required to receive a monitoring visit the Providers that have had a Higher Education Educational Oversight where all relevant exp judgement was achieved, may not be require	following year. Review (Plus) or Higher Educati ectations were met and the risk	on Review (Alternative Providers) for was low, and at least one commendable

Higher Education Review (Alternative Providers) for Specific Course Designation (From 2015 onwards)	<ol> <li>The setting and/or maintenance of the threshold academic standards of awards.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1. AND
	<ol> <li>The quality of student learning opportunities.</li> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Quality Mark until they have passed a partial or full HER (AP) review.
Annual monitoring for Specific Course Designation (return, visit or review, as appropriate).	Areas in which conclusions are made The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>Range of outcomes available</li> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> </ul>	Criteria to be held and maintained to allow QAA Quality Mark use Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.

		<ul> <li>not making acceptable progress.</li> </ul>	
	NB. Providers who make commendable prog may not be required to receive a monitoring Providers that have had a Higher Education I Specific Course Designation where all releva commendable judgement was achieved, may	visit the following year. Review (Plus) or Higher Education nt expectations were met and th	on Review (Alternative Providers) for e risk was low, and at least one
	<b>FSMG check</b> If the Alternative Provider is not listed on the Higher Education providers and they have ha Designation where all relevant expectations we on their financial sustainability, management	nd a Higher Education Review (A were met, they may then apply to	Iternative Providers) for Specific Course DHEFCE for a check to be conducted
	This aims to give students reasonable confide course as a result of the financial failure of th For this method, eligibility for the QAA Quality	eir education provider.	
A successful application for Foundation Degree awarding powers	Use of the QAA Quality Mark will be continge applicant has been successful and the main Please note that QAA treats applications for Degree awarding powers reports will be pub	ent upon QAA receiving formal F enance by the subscriber of Fou Foundation Degree awarding po	Privy Council notification that the undation Degree awarding powers. owers in confidence. Foundation

A successful application for <b>taught</b> degree-awarding powers	Use of the QAA Quality Mark will be contingent upon QAA receiving formal Privy Council notification that the applicant has been successful and the maintenance by the subscriber of Foundation Degree awarding powers. Please note that QAA treats applications for degree-awarding powers in confidence. Degree-awarding powers reports will be published by QAA from December 2015 onwards.
Ponoio	

## Scotland

Current/past QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Quality Mark use
Enhancement-led Institutional Review (ELIR)	1 The effectiveness of the institution's management of the student learning experience.	One overarching judgement <sup>1</sup> of:	<b>Confidence</b> judgement in respect of all elements of the overarching judgement.
Scotland (Prior to and including 2012)	<ol> <li>2 The effectiveness of the institution's arrangements for institution-led monitoring and review of quality and academic standards of awards, however and wherever delivered.</li> <li>3 The effectiveness of the institution's implementation of its strategic approach to quality enhancement.</li> </ol>	<ul> <li>limited confidence</li> <li>no confidence.</li> <li>(Caveats may be added to the confidence judgement as appropriate to the findings of the review and in order to draw attention to the management of specific aspects of activity.)</li> </ul>	Following a <b>limited confidence</b> or <b>no</b> <b>confidence</b> judgement, once agreed action has been taken and QAA Scotland has signed off the review as <b>'completed'</b> , with the judgement upgraded to 'confidence' permission will be granted to use the QAA Quality Mark.
Enhancement-led Institutional Review (ELIR) Scotland (For the period 2012-16)	The current and likely future effectiveness of the institution's arrangements for managing academic standards and enhancing the quality of the student learning experience.	One overarching judgement <sup>2</sup> of: • effective • limited effectiveness • not effective.	Effective judgement in respect of all elements of the overarching judgement. Following a limited effectiveness or not effective judgement, once action has been taken and QAA Scotland has signed off the follow-up report, upgrading the judgement to 'effective', permission will be granted to use the QAA Quality Mark.

<sup>&</sup>lt;sup>1</sup>, <sup>2</sup> It is possible, where the ELIR team considers it necessary, to separate the elements of this judgement to express different levels of confidence in the different aspects of the institution's management, or if the team has a different level of confidence in the current and likely future management of activity.

A successful application for taught degree-awarding powers	Use of the QAA Quality Mark will be contingent upon QAA receiving formal Privy Council notification that the applicant has been successful and the maintenance by the subscriber of taught degree-awarding powers. Please note that QAA treats applications for degree-awarding powers in confidence. Degree-awarding powers reports will be published by QAA from December 2015 onwards.

# Wales

Current/past QAA review method	Areas in which judgements are made	Range of judgements available	Criteria to be held and maintained to allow QAA Quality Mark use
Institutional Review	1 Standards of the institution's awards.	Each of these two areas receives one of three	Confidence judgement.
Wales	2 Quality of learning opportunities available to students.	judgements:	Following a <b>limited confidence</b> or <b>no</b> <b>confidence</b> judgement, once agreed
(Prior to 2012)		<ul> <li>confidence</li> <li>limited confidence</li> <li>no confidence.</li> </ul>	action has been taken and QAA has signed off the audit as <b>'audit</b> <b>completed'</b> , upgrading the judgement to 'confidence', permission will be granted to use the QAA Quality Mark.

1 The academic standards of the institution's awards.	Area 1 receives one of two judgements:	Meet UK expectations for threshold standards in area 1 AND
	<ul> <li>meet UK expectations for threshold standards</li> <li>do not meet UK expectations for threshold standards.</li> </ul>	
2 The quality of student learning opportunities.	Areas 2-4 receive one of four judgements:	Is commended or meets UK expectations in areas 2-4.
<ul> <li>3 The quality of the information produced by the institution about its learning opportunities.</li> <li>4 The enhancement of student learning opportunities.</li> </ul>	<ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Note: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Quality Mark following completion to QAA's satisfaction of the follow-up and sign- off processes, providing that the judgement is upgraded to 'meets'.
	<ol> <li>institution's awards.</li> <li>The quality of student learning opportunities.</li> <li>The quality of the information produced by the institution about its learning opportunities.</li> <li>The enhancement of student learning</li> </ol>	<ul> <li>institution's awards.</li> <li>judgements:</li> <li>meet UK expectations for threshold standards</li> <li>do not meet UK expectations for threshold standards.</li> <li>do not meet UK expectations for threshold standards.</li> </ul> 2 The quality of student learning opportunities. 3 The quality of the information produced by the institution about its learning opportunities. 4 The enhancement of student learning opportunities. Judgements: <ul> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK</li> <li>expectations</li> <li>does not meet UK</li> </ul>

Higher Education Review Wales (From 2014 onwards) Higher Education Review Wales launched in 2014-15 and replaced Institutional Review in Wales.	<ol> <li>The setting and maintenance of the threshold academic standards of awards.</li> <li>The quality of student learning opportunities.</li> <li>The quality of the information produced [by the institution] about its provision.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations.</li> <li>does not meet UK expectations</li> <li>does not meet UK expectations</li> </ul>	Meets UK expectations in area 1. AND Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will be permitted to use the QAA Quality Mark following completion to QAA's satisfaction of the follow-up and sign- off processes, and providing that the judgement is upgraded to 'meets'.
Higher Education Review (Alternative Providers) for Educational Oversight (From 2015 onwards)	If the Alternative Provider requires Educational Oversight from QAA, we conduct a check on their financial sustainability, management and governance ('the FSMG check'). This aims to give students reasonable confidence that they should not be at risk of being unable to complete their course as a result of the financial failure of their education provider.	<ul> <li>The FSMG check receives one of two outcomes:</li> <li>no material issues identified</li> <li>material issues identified.</li> </ul>	No material issues identified in the FSMG check. NOTE: Institutions are given the opportunity to address material issues which have been identified. AND

	<ol> <li>The setting and/or maintenance of the threshold academic standards of awards.</li> <li>The quality of student learning opportunities.</li> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations</li> </ul>	Meets UK expectations in area 1. AND Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Quality Mark until they have passed a partial or full HER (AP) review.
	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Quality Mark use
Annual monitoring for Educational Oversight (return, visit or review, as appropriate).	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and the information it produces about learning opportunities.	<ul> <li>One overarching conclusion of:</li> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.

	NB. Providers who make commendable pro be required to receive a monitoring visit the Providers that have had a Higher Education Educational Oversight where all relevant exp judgement was achieved, may not be require	following year. Review (Plus) or Higher Educati pectations were met and the risk	on Review (Alternative Providers) for was low, and at least one commendable
Higher Education Review (Alternative Providers) for Specific Course Designation (From 2015 onwards)	<ol> <li>The setting and/or maintenance of the threshold academic standards of awards.</li> </ol>	<ul> <li>Area 1 receives one of three judgements:</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Meets UK expectations in area 1. AND
	<ol> <li>The quality of student learning opportunities.</li> <li>The quality of the information about learning opportunities.</li> <li>The enhancement of student learning opportunities.</li> </ol>	<ul> <li>Areas 2-4 receive one of four judgements:</li> <li>is commended</li> <li>meets UK expectations</li> <li>requires improvement to meet UK expectations</li> <li>does not meet UK expectations.</li> </ul>	Is commended or meets UK expectations in areas 2-4. NOTE: Institutions receiving a requires improvement to meet UK expectations or does not meet UK expectations judgement will not be permitted to use the QAA Quality Mark until they have had a partial or full HER (AP) review.
Annual monitoring for Specific Course Designation (return,	Areas in which conclusions are made	Range of outcomes available	Criteria to be held and maintained to allow QAA Quality Mark use
visit or review, as appropriate).	The continuing management of academic standards, management and enhancement of the quality of learning opportunities, and	One overarching conclusion of:	Making commendable progress or Making acceptable progress in respect of all elements of the overarching conclusion.

the information it produces about learning opportunities.	<ul> <li>making commendable progress</li> <li>making acceptable progress</li> <li>making progress but requires further improvement</li> <li>not making acceptable progress.</li> </ul>	
NB. Providers who make commendable prog may not be required to receive a monitoring Providers that have had a Higher Education Specific Course Designation where all releva commendable judgement was achieved, may	visit the following year. Review (Plus) or Higher Education nt expectations were met and th	on Review (Alternative Providers) for ie risk was low, and at least one
<b>FSMG check</b> If the Alternative Provider is not listed on the Higher Education providers and they have ha Designation where all relevant expectations on their financial sustainability, management	ad a Higher Education Review (A were met, they may then apply to	Alternative Providers) for Specific Course o HEFCE for a check to be conducted
This aims to give students reasonable confid course as a result of the financial failure of th For this method, eligibility for the QAA Qualit	eir education provider.	

A successful application for Foundation Degree awarding powers	Use of the QAA Quality Mark will be contingent upon QAA receiving formal Privy Council notification that the applicant has been successful and the maintenance by the subscriber of Foundation Degree awarding powers. Please note that QAA treats applications for Foundation Degree awarding powers in confidence. Foundation Degree awarding powers reports will be published by QAA from December 2015 onwards.
A successful application for taught degree-awarding powers	Use of the QAA Quality Mark will be contingent upon QAA receiving formal Privy Council notification that the applicant has been successful and the maintenance by the subscriber of Foundation Degree awarding powers. Please note that QAA treats applications for degree-awarding powers in confidence. Degree-awarding powers reports will be published by QAA from December 2015 onwards.

#### Review of collaborative provision in any part of the UK

Note that, in all cases, subscribers who have received a review of collaborative provision through a separate or hybrid model of collaborative provision are eligible only if they have received a **confidence** judgement. If they have received a **limited confidence** or **no confidence** judgement, they will be granted a licence only when action has been taken and QAA has signed off the collaborative audit as 'audit completed'.

# **Annex 3: Further information**

Information on the QAA Quality Mark: <u>www.qaa.ac.uk/reviews-and-reports/how-we-review-higher-education</u>

QAA's copyright policy: www.qaa.ac.uk/about-us/corporate-governance/policies

About QAA's review methods: <u>www.qaa.ac.uk/reviews-and-reports/how-we-review-higher-education</u>

### Contact

For help and advice on using the QAA Quality Mark, please contact the Multimedia Team:

Telephone: 01452 557000 Email: <u>enquiries@qaa.ac.uk</u>

© The Quality Assurance Agency for Higher Education 2014 Southgate House, Southgate Street, Gloucester GL1 1UB

Tel: 01452 557 000 Email: <u>enquiries@qaa.ac.uk</u> Website: <u>www.qaa.ac.uk</u>

Registered charity numbers 1062746 and SC037786

QAA Quality Mark: Terms and conditions of use - V5 February 2016