

**Articulation Agreement**

**This articulation agreement records and agreement between**

**York St John University**

**and**

**[Institution]**

**Concerning the articulation of guaranteed entry to York St John University Programmes**

1. **Recitals**
   1. The University and the Partner Organisation are both legal entities fully empowered to conduct their affairs.
   2. The Partner Organisation has been recognised by the University as a partner organisation for the purposes of the provision of higher education.
   3. The University and the Partner Organisation are engaged in the provision of education and are recognised by their respective regulatory authorities.
2. **Scope of Agreement**

This agreement is specifically limited to these programmes and qualifications as set out in Schedule 1. Any further programmes or qualifications will be subject to a further agreement. York St John University will not support any serial arrangements (whereby the partner organisation allows its approved qualification to be offered elsewhere through an arrangement of its own).

1. **Study Details**

The Partner programme will be delivered in English and assessed in English. The York St John programme will be assessed in English.

1. **Responsibilities of the University**
   1. Application forms must be received by the Admissions Team at York St John University, no later than six weeks prior to the expected date of transfer to York St John University.
   2. Students wishing to enrol for programmes at York St John University, other than those listed in this agreement are welcome to apply. Such applications will be considered on an individual basis
   3. This agreement is based on the current curriculum offered by York St John University. The University will inform the Partner about any changes to its programmes relevant to the consequences of this agreement
   4. In the event of the Partner ceasing to trade, York St John University will continue to accept students that have completed their studies and have met the conditions of entry specified in this Articulation Agreement
   5. The University will undertake to review and feedback on the Partner’s proposed marketing materials within two weeks of receipt.
2. **Responsibilities of the Partner**
   1. The Partner will ensure that its portfolio of programmes has all the necessary regulatory and statutory authority to operate and that any terms or conditions required are met in full.
   2. The Partner will be responsible for the recruitment and recommendation of students to the University.
   3. The Partner will provide the Admissions team at York St John University with a full transcript of results for all students applying to York St John University as soon as results are confirmed.
   4. This agreement is based on the current curriculum offered by the Partner. Any changes made by the Partner will be notified to York St John University in advance of the changes. This may result in a suspension of this agreement until the new curriculum has been reviewed and approved by the University.
   5. If changes occur without notification, this agreement will be terminated. The Partner is responsible for informing their students about any changes and their consequences for this agreement.
   6. The Partner shall inform the University immediately of any change of ownership or governance at the Partner Institution. The University reserves the right to re-negotiate any collaborative agreement if there is a change of ownership of governance of the Partner institution.
   7. The Partner will submit marketing materials to the University for approval a minimum of six weeks before they are due to be published.
3. **Rules and Regulations**
   1. On admission to York St John University, students will be subject to the Regulations and Policies of the University.
   2. The decision of the University in all matters relating to its award will be final.
   3. Both parties agree that the Intellectual Property Rights (IPR) in all programme materials created by either of the parties shall be vest in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties.  Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party’s obligations and exercising their rights under this agreement.
4. **Status of this agreement**
   1. All Programmes listed in Schedule 1 on the date of this Agreement are deemed to have been approved for delivery.
   2. The financial agreement and student numbers is set out in Schedule 2
   3. This agreement shall be reviewed three years after initial approval and at six yearly intervals thereafter.
   4. This agreement may be terminated by either party by giving a minimum of 12 months’ notice in writing. Such a termination shall be subject to University approved arrangement to ensure that students are not disadvantaged.
   5. In the event of any dispute, in the first instance the nominated senior representative of the Partner Organisation and the nominated senior representative of the University will be responsible for seeking to identify a resolution. Should that not be possible, the Vice Chancellor of the University and the head of the Partner institution will jointly seek a resolution. If they are unable to identify a resolution they will refer the matter to the English Courts.

**Articulation Agreement Schedule 1**

This agreement recognises that an articulation relationship exists between the two programmes named below, and that they are formally linked through this agreement. It also sets out the terms and the conditions that govern the operation of the agreement. The form must be completed following approval by the Quality & Standards Committee of the mapping of the precursor modules to the successor programme learning outcomes.

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| **SECTION A – THE PROGRAMMES** |
| An articulation agreement exists between:  ***Precursor programme:***  ***At: (****Insert Name of Partner Institution)*  ***AND***  ***Successor programme:***  ***At:*** York St John University  ***leading to the YSJU award of:*** |
| **SECTION B – THE OFFER (to be completed by School responsible for the Successor Programme)** |
| Students on the precursor programme may be offered the following, providing they meet the conditions for progression that are set out:  🞎 Unconditional progression onto the successor programme (named above)  🞎 Progression onto the successor programme (named above) on the condition that: (include IELTS requirements) |
| **SECTION C – CONSTRAINTS (to be completed by School responsible for the Successor Programme)** |
| 🞎 There are no constraints on the number of students recruited to each cohort.  🞎 There are the following constraints on the number of students recruited to each cohort: |
| **SECTION D – CONDITIONS (to be completed by School responsible for the Successor Programme)** |
| Students progressing to YSJU programmes covered by this Agreement will be managed under the Regulations of York St John University.  The Agreement relates to awards conferred by the University and does not cover the provision of dual degrees. |

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| **SECTION E – THE AGREEMENT (to be completed by the Executive members or their nominees for the ‘sending’ and ‘receiving’ institutions)** |
| ***‘Sending’ institution (precursor programme)***  Agreed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Executive member or nominee for above institution)  Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***‘Receiving’ institution (successor programme)***  Agreed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Executive member or nominee for above institution)  Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **SECTION F – AGREEMENT REVIEW** |
| Date of next review: |

**Articulation Agreement Schedule 2**

**Student Numbers**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Programme title(s) |  | | | | |
| Level and Mode of Study | Undergraduate  [FHEQ 4,5,6] | Postgraduate  [FHEQ 7] | Full-time | Part-time | Flexible /on-line |
|  |  |  |  |  |
| Projected Student Numbers | Yr1 of partnership | Yr2 of partnership | Yr3 of partnership | Yr4 of partnership | Yr5 of partnership |
|  |  |  |  |  |
| Recruitment Schedule (entry Points) |  | | | | |

***Financial Arrangements***

**University Fees** (expressed on a per Programme basis) in Pounds Sterling

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| --- | --- |
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This is for the 1st, 2nd and 3rd years of collaboration.

**Payment by Partner:**

The University Fees must be paid on enrolment in each Programme. If the Partner fails to make any payment on the due date then, without prejudice to any other right or remedy available to YSJU, YSJU shall be entitled to withdraw from or suspend any further performance of the Educational Services, and/or, charge daily interest at the rate of eight percent (8%) per annum above the base rate of YSJU’s bank until payment is received whether before or after any judgment or settlement.

**Payment to YSJU:**

The Partner is responsible for collecting Tuition Fees from students and transferring to YSJU the University Fee for each current teaching period at the commencement of each teaching period and on issue of an invoice from the Finance department of YSJU.

The Partner shall pay any invoice issued by YSJU within 30 calendar days of the date of the invoice.

Bank details of the Parties:

YSJU:

BANK NAME; Barclays Bank Plc

BRANCH: PO Box No. 24, York, YO1 8XD

ACCOUNT NAME: York St John University

SORT CODE: 20-99-56

ACCOUNT NUMBER: 70936324

I BAN: GB 36 BARC 2099/5670/9363/24

SWIFT NO: BARC GB 22

All Payments shall be paid in Pounds Sterling by direct telegraphic transfer to YSJU's bank account in the United Kingdom or to such other bank account notified to NIM from time to time.