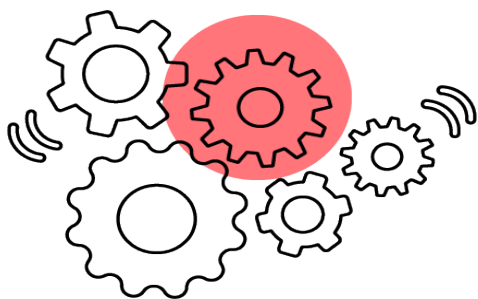




Trade Mark Licence Agreement

for UK Centres offering Higher National Qualifications under licence from Pearson

Version: November 2021



Trade Mark Licence Agreement

PARTIES	
(i)	Pearson Education Ltd, whose registered office is located at 80 Strand, London WC2R 0RL and whose registered number is 872828 ("Pearson"); and
(ii)	Include the name and address of your University or Higher Education Institution. ("Institution")
RECITALS	
A	Pearson is the owner of the Higher National Certificate, Higher National Diploma, HNC and HND trade marks excluding in Scotland (the "Higher National Trade Marks") and of the BTEC trade mark and the BTEC Higher National qualifications.
B	Institution is a < insert description of Institution's status as a higher education institution (HEI), and source of its awarding authority in relevant jurisdiction - e.g. for UK: "Institution is a University with Taught Degree Awarding Powers, established with the primary aim of providing higher education.>
C	Institution wishes to provide its own qualifications using one or more of the Higher National Trade Marks under licence from Pearson.
AGREED TERMS	
1 DEFINITIONS	
1.1	In this Agreement, unless the context otherwise requires:
1.1.1	"Agreement" means this Trade Mark Licence Agreement;
1.1.2	"Confidential Information" means all documents, materials and other information, whether technical or commercial, obtained or received by one party from the other as a result of entering into or performing its obligations under this Agreement and relating to the negotiations concerning, or the provisions or subject matter of this Agreement or the other party;
1.1.3	"External Examiner" means an examiner who is external to and independent of the Institution and who has relevant subject expertise and appropriate qualification.

1.1.4	“Higher National Certificate Qualification” or “HNC Qualification” means a qualification as set out in Schedule 1 and or Schedule 2 validated by the Institution of at least 120 credits (one credit equalling ten notional learning hours) at level 4 of the QAA Frameworks for Higher Education Qualifications in England, Wales and Northern Ireland and which is offered under the <i>Higher National Certificate</i> and <i>HNC</i> trade marks pursuant to this Agreement. The HNC Qualification is designed to provide an assessed certification by an institution after one year of full time study or equivalent period of part time study of an undergraduate Programme which will allow students to progress onto employment or onto further learning. It is not regulated by Ofqual.
1.1.5	“Higher National Diploma Qualification” or “HND Qualification” means a qualification as set out in Schedule 1 and/or Schedule 2 validated by the Institution of at least 240 credits (one credit equalling ten notional learning hours) of which 120 credits must be at level 5 of the QAA Frameworks for Higher Education Qualifications in England, Wales and Northern Ireland and which is offered under the <i>Higher National Diploma</i> and <i>HND</i> trade marks pursuant to this Agreement. The HND Qualification is designed to provide assessed certification by an institution after two years of full time study or equivalent period of part time study of an undergraduate Programme to allow students to progress into employment or into further learning. It is not regulated by Ofqual.
1.1.6	“Higher National Qualification” in the singular or plural form is a reference to either or both of the Higher National Certificate Qualification and Higher National Diploma Qualification as applicable from the context.
1.1.7	“Institution” means institution which is a party to this Agreement and which is the awarder of the Higher National Qualifications offered in accordance with this Agreement and with the UK Quality Code for Higher Education.
1.1.8	“IPR” means intellectual property rights, which means all patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights, domain names and any other rights in any invention, discovery or process, in any part of the world;
1.1.9	“IRR” means Institutional Review Report;
1.1.10	"Programme" means a qualification programme delivered by the Institution and leading to a Higher National Qualification in accordance with this Agreement;
1.1.11	“Territory” means England, Wales and Northern Ireland;
1.2	In this Agreement, except where the context otherwise requires:
1.2.1	any reference to a clause is to the relevant clause of this Agreement and any reference to a sub clause or paragraph is to the relevant sub clause or paragraph of the clause in which it occurs;

1.2.2	the clause headings are included for convenience only and shall not affect the interpretation of the Agreement;
1.2.3	use of the singular includes the plural and vice versa;
1.2.4	a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such statute or statutory provision;
1.2.5	any phrase introduced by the terms “including”, “include”, “in particular” or any similar expressions shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2	GRANT OF LICENCE
2.1	Pearson hereby grants to Institution a non-exclusive, non-transferable licence to use the <i>Higher National</i> Trade Marks in the Territory on Higher National Qualifications which are designed, validated, operated quality assured and awarded by Institution in accordance with the terms of this Agreement. All such use of the Higher National Trade Marks must comply with Pearson’s trade mark usage policies and guidelines which are provided to Institution from time to time. Neither Institution nor an approved sub-licensee(s) may apply to and/or seek approval of a qualification using a Higher National Trade Mark, from any regulator, governmental body or government sponsored entity or organization without the express prior written consent of Pearson. Consent should not be unreasonably withheld.
2.2	Pearson authorises Institution to sub-license the rights granted in clause 2.1 to collaborative partners approved by Pearson in accordance with clause 6, provided however that the Institution shall be responsible for the approved sub-licensee’s compliance with the terms of this Agreement and for any losses and/or other damages caused by the acts and/or omissions of the sub-licensee.
2.3	All rights in and to the <i>Higher National</i> Trade Marks not expressly granted to Institution in this Agreement are reserved by Pearson.
2.4	Pearson owns the IPR in all Higher National Trade Marks and Higher National Qualifications. Pearson also owns the IPR in all Pearson and BTEC Trade Marks and Pearson BTEC Higher National qualifications and no rights to any such IPR are granted to the Institution under this Agreement. If the Institution wishes to use any IPR from any Pearson BTEC Higher National qualification (including but not limited to the qualification trade mark, title, the unit titles, the learning outcomes, the assessment criteria, and the rules of combination), the Institution must apply for a separate IP Licence Agreement. Pearson shall be free to accept or reject such an application at its discretion.

3 COMMENCEMENT AND DURATION	
3.1	The parties agree to enter into this Agreement valid from the date of execution for a period of five (5) years or until the “Expiry Date” in accordance with clause 18, whichever is the sooner, unless terminated earlier in accordance with clause 11. This Agreement may be renewed by mutual written agreement of Pearson provided that such renewal is agreed to in writing at least thirty (30)_days prior to the expiration of the Expiry Date.
3.2	Institution shall re-submit Schedules 1 and 2 to Pearson annually for approval prior to the start of the academic year. If approval for any proposed Higher National Qualification is not given then Institution shall not deliver the Programme under the <i>Higher National Certificate</i> or the <i>Higher National Diploma</i> trade mark.
3.3	<p>In the event that students have been offered a place but not completed their Higher National Qualification and approval is not renewed pursuant to clause 3.2, or in the event of the withdrawal or termination of this Agreement for any reason, Institution shall be authorised to teach out the relevant Higher National Qualification to certification, on the condition that no further students are registered by Institution on the Higher National Qualification concerned. For the avoidance of doubt, Institution shall be free to continue to deliver an equivalent programme to new students, provided it does not use the Higher National Certificate or the Higher National Diploma Trade Marks in connection with such programme.</p> <p>For the avoidance of doubt, this teach out provision applies equally to termination under clause 11.</p>
4 QUALITY ASSURANCE	
4.1	The Institution will provide its Higher National Qualifications in accordance with the <i>QAA Framework for Higher Education Qualifications in England, Wales and Northern Ireland</i> , the UK Quality Code for Higher Education and Pearson guidance.
4.2	The Institution will select, appoint and remunerate External Examiners for all Higher National Qualifications provided pursuant to this Agreement. The External Examiners will report to the Institution, using the usual procedures required by the Institution, in accordance with QAA Expectations on External Examining.
4.3	The Institution will be responsible for ensuring the quality and standards of the Higher National Qualifications provided pursuant to this Agreement and for the quality assurance and enhancement of the Programmes.
4.4	In order to monitor and maintain the national consistency of Higher National Qualifications, the Institution will be required by Pearson to submit an annual Institutional Review Report (IRR) to Pearson, covering its Higher National Qualifications and its use of the Higher National Trade Marks. The IRR must be submitted, using a proforma supplied by Pearson, by the end of December following the academic year to which the report refers.

4.5	Pearson will work with the Institution to ensure that any issues of concern are resolved to the satisfaction of both parties within a reasonable time period. In the event of a failure to do so, Pearson may terminate the Agreement in accordance with clause 11 below.
4.6	Pearson will organise annual stakeholder meetings to which it will invite appropriate staff from the Institution. Part of the briefing meeting will be used to exchange good practice and to sustain the consistency of the awards. The Institution is therefore encouraged to invite staff (from the Institution and its partner colleges) and its External Examiners associated with quality assurance of the delivery and assessment of Higher National Qualifications, to the stakeholder meeting. Stakeholder meetings will normally be arranged for the end of the Spring term.
4.7	The Institution is encouraged to hold an annual review meeting to include consideration of its Higher National Qualifications, discussion of relevant Pearson developments and of any other matters of report to Pearson. The Institution may wish to invite Pearson Quality Assurance colleagues and/or the Pearson University Principal Examiner (UPE) to these review meetings.
5 PROGRAMME DEVELOPMENT AND REVIEW	
5.1	Any Higher National Qualification that the Institution wishes to develop must comply with published Pearson guidelines. Pearson may at any time undertake a review of the Institution's Higher National Qualifications and the usage of the Higher National Trade Marks in order to ensure they comply with Pearson guidelines and with this Agreement.
5.2	The Institution will keep under review its Higher National Qualifications, in accordance with UK Quality Code for Higher Education Expectations for Programme design, approval, monitoring and review.
5.3	Once a Higher National Qualification has been developed by the Institution, the Institution shall provide Pearson with validation details and a copy of the Programme specification including mapping of core content to the existing Pearson HNs, in accordance with the UK Quality Code for Higher Education Expectations on Programme design, approval, monitoring and review.
5.4	Following a review of a Higher National Qualification by the Institution, the Institution will provide Pearson with validation details and a copy of the Programme specification, in accordance with the UK Quality Code for Higher Education expectations on Programme design, approval, monitoring and review.
5.5	Pearson will provide advice and assistance to the Institution on new developments, revisions of existing Higher National Qualifications and how best to satisfy Pearson requirements.
5.6	Pearson will work with the Institution to ensure that any significant issues connected with a new Higher National Qualification, or the review of an existing Higher National

	Qualification, are satisfactorily resolved. In the event of a failure to reach a satisfactory solution within a reasonable time period, Pearson may exclude that qualification from this Agreement.
6 COLLABORATIVE ARRANGEMENTS	
6.1	The Institution may apply to Pearson to include new collaborative partners, by completing the application form set out on the Pearson website, for the delivery of its Higher National Qualifications under licence to collaborative partner institutions in the UK and overseas, in accordance with the UK Quality Code for Higher Education guidance on collaborative provision. Pearson may approve or refuse approval at its sole discretion. In accordance with clause 2, Institution shall not sub-license any Higher National Qualifications or Higher National Trade Marks to a collaborative partner, unless Pearson provides its prior written approval, which approval may be withheld in Pearson's sole discretion. Any approved collaborative partner shall be bound by the terms of this Agreement.
6.2	<p>If Pearson approves the appointment of a collaborative partner the Institution will be responsible for:</p> <ul style="list-style-type: none"> a) the management of its collaborative provision in accordance with Pearson guidance and with the UK Quality Code for Higher Education expectations on collaborative provision; b) ensuring that the collaborative partner has the necessary physical and human resources to deliver the Institution's Higher National Qualification; c) establishing monitoring procedures to secure the quality of provision by its collaborative partner; d) including new collaborative partners and their courses in their annual submission of Schedule 2; and, e) all acts and omissions of an approved collaborative partner.
7 CERTIFICATION	
7.1	The Institution will produce and distribute certificates to successful students, in accordance with secure certification procedures that are capable of being audited by Pearson. The Institution must also produce a transcript/diploma supplement for each student after completion of the Programme or withdrawal.
7.2	Certificates for the Institution's Higher National Qualifications will be worded in accordance with the relevant Pearson guidance. The Institution will design the certificate and will submit a copy to Pearson for its records. For the avoidance of doubt, the certificate must not suggest in any way that the Institution's Higher National Qualification is awarded or validated by Pearson and must not include the word "BTEC".

8 STUDENT REGISTRATIONS AND FEES	
8.1	The Institution shall not register students on Higher National Qualifications under licence in excess of 30% above the proposed student numbers as set out in Schedule 1 and Schedule 2.
8.2	For Programmes following an academic year, registrations of students on Higher Nationals Qualifications under licence must be uploaded via Edexcel online by November 15 th .
8.3	For Programmes with other start times, registration of students on Higher National Qualifications under licence must be uploaded via Edexcel Online within 30 days of the commencement of the Programme.
8.4	The Institution shall pay to Pearson a fee for each student registered on any licensed Higher National Qualification pursuant to this Agreement. The fees are published on Pearson's website and reviewed annually. Despite that the fact that these fees are referred to as a registration fee, they are due and payable in consideration of the trade mark licence granted under this Agreement.
8.5	The Institution shall pay the fees at the applicable rate, less any discounts as set out in clause 8.8 below.
8.6	Late registration fees will apply, in line with Pearson published policy.
8.7	Pearson will invoice the Institution for the registration fees following registration. The fees for licensed Higher National Qualifications will be payable within one month of the date of the invoice.
8.8	The fees payable by the Institution for all Higher National Qualifications delivered under this Agreement will be subject to the following levels of discount: 1-500 registrations at 40% discount; 501-1000 registrations at 45% discount (with the registrations up to 500 receiving a 40% discount) and 1001+ registrations at 50% discount (with registrations up to 500 receiving a 40% discount and registrations from 501-1000 receiving a 45% discount).
8.9	The Institution will update student registration details on Edexcel Online by 30 th September annually with details of student completions and withdrawals. Institutions may only issue certificates for qualifications and students registered with Pearson and entered on Edexcel Online.
9 DATA PROTECTION	
9.1	The Institution and Pearson are controllers in common in respect of the personal data which the Institution uploads via Edexcel Online pursuant to this Agreement. Pearson will use the personal data in order to quality assure use of the <i>Higher National Certificate</i>

	and <i>Higher National Diploma</i> trademarks, and to invoice the Institution in accordance with this Agreement, and in order to comply with any legal obligations.
9.2	The Institution will inform students that Pearson owns the Higher National Trade Marks and that personal data relating to their name, date of birth, gender, Programme and results may be shared with Pearson who will process it for administration purposes, in order to quality assure use of these Trade Marks, and in order to comply with any legal obligations.
9.3	For the purposes of this clause 9, "controller", "personal data" and "process" shall have the meanings given in the Data Protection Law; and "Data Protection Law" shall mean Regulation 2016/679 (General Data Protection Regulation) and the Data Protection Act 2018.
9.4	With regard to the use of personal data pursuant to this Agreement, each Party will ensure that it complies with its obligations under the Data Protection Law.
10	PEARSON OBLIGATIONS
10.1	Pearson will provide the Institution with the contact details of their University Principal Examiner who can provide curriculum advice and support in the application process.
10.2	Pearson will provide Institutions with a Licence Centre Guide, updated annually which provides practical support and information for UK Higher Education Institutions ("HEIs") operating under licence from Pearson.
10.3	Pearson will produce an annual summary report of the IRRs which will be circulated to all HEIs operating under licence from Pearson.
11	TERMINATION
11.1	Each party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the other, if the other:
11.1.1	is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or that the other party has failed to remedy that breach within 30 days of receiving written notice requiring it to do so; or
11.1.2	is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), or had an administrator or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with the creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

11.2	Pearson shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the Institution if the Institution:
11.2.1	undergoes a change of control; or
11.2.2	sells all of its assets or is merged or reorganised in circumstances where it is not the surviving entity; or
11.2.3	ceases to possess Taught Degree Awarding Powers; or
11.2.4	fails to maintain appropriate quality assurance standards; fails to rectify any issues of concern legitimately raised by Pearson as referred to in clause 4.5 above; or, misuses a Higher National Trade Mark or any other Pearson trade mark in violation of this Agreement.
11.3	Each party shall have the right to terminate this Agreement at any time without cause on twelve months' written notice to the other. For the avoidance of doubt, if the Institution no longer wishes to use the Higher National Trade Marks it must give Pearson 12 months' formal written notice of termination in accordance with the notice provisions set out in clause 15.
11.4	On termination of this Agreement for any reason:
11.4.1	the Institution shall immediately pay to Pearson all of Pearson's outstanding unpaid invoices and interest and, in respect of registrations for which no invoice has been submitted, Pearson may submit an invoice which shall be payable immediately on receipt;
11.4.2	the parties shall cooperate to take such reasonable steps as may be available to ensure that the relevant Programmes are carried on with a minimum of interruptions and inconvenience to students then registered as taking that Programme. The Institution shall be authorised to teach out the relevant Higher National Qualification to certification, on the condition that no further students are registered by the Institution on the Higher National Qualification concerned. For the avoidance of doubt, Institution shall be free to continue to deliver an equivalent programme to new students, provided it does not use any Higher National Trade Mark in connection with such programme;
11.4.3	the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
12	CONFIDENTIALITY
12.1	Each party agrees:
12.1.1	to maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other party without the consent of the disclosing party except where such use or disclosure is that which is reasonably necessary for the proper

	performance of this Agreement and the Confidential Information is disclosed subject to an obligation of confidentiality on the part of the third party;
12.1.2	to make all relevant officers, employees, agents and sub-contractors aware of the confidentiality of the Confidential Information and the provisions of this clause 12, including taking such steps as will from time to time be reasonably necessary to ensure compliance by its officers, employees, agents and sub-contractors with the provisions of this clause 12.
12.2	The obligations in this clause 12 will continue in full force and effect during the term of and for five (5) years following the termination or expiration of this Agreement provided, however, the following will not be subject to such restrictions:
12.2.1	any information which was lawfully in the possession of the receiving party without obligation of confidentiality prior to its disclosure by the disclosing party;
12.2.2	any information which is or becomes publicly available without a breach of this Agreement;
12.2.3	any information which is otherwise lawfully available to one party without obligation of confidentiality from a source independent of the other party; or
12.2.4	any information the disclosure of which is required by applicable law, regulation, judicial order or other governmental authority.
13	ARBITRATION
13.1	Any dispute, difference or disagreement arising out of or in connection with this Agreement may (subject to clause 13.2) be referred by either party to a single arbitrator appointed by agreement between the parties or, in default of agreement between the parties within 30 days of a request in writing for a reference to arbitration, to an arbitrator appointed by the President of the Chartered Institute of Arbitrators.
13.2	Prior to any dispute, difference or disagreements being referred to arbitration pursuant to clause 13.1, the parties shall seek to resolve the matter as follows:
13.2.1	In the first instance, the matter will be considered by the respective director/manager of each party, but if they are not able to resolve the matter within 30 days, then (and it is expected that this will only be the case in extreme circumstances):
13.2.2	be referred for consideration to the Chief Executive or equivalent of each party, but if they are unable to resolve the matter in a further 30 days, the provisions of clause 13.1 will take effect.

14 LIABILITY	
14.1	Neither party shall have the authority to incur any financial or other obligation on the part of the other party without the prior consent in writing of the other party.
14.2	Institutions operating under this Agreement shall be mindful of the expectations and requirements of all relevant legislation as they may impinge upon the operation of this Agreement.
14.3	Nothing in this Agreement shall exclude or limit Pearson's liability for: (i) fraud or other criminal acts; (ii) personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement; (iii) any other liability that cannot be excluded by applicable law; (iv) any losses suffered by the University as a result of Pearson's failure to comply with the provisions of the Data Protection Act 2018.
14.4	Subject to clause 14.3, Pearson shall have no liability for any loss or damage which may be suffered by the Institution (or any person claiming under or through the Institution) which results from: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of business opportunity or goodwill; (iv) loss of data; or (v) or loss of use; or (vi) any indirect or consequential loss or damage, even if Pearson was advised of the possibility of such losses.
14.5	Except as provided in clauses 14.1, 14.2 and 14.3, the total liability of Pearson under this Agreement, whether in contract, tort or otherwise, shall in no circumstances exceed an aggregate amount of the registration fees earned per annum.
14.6	Subject to clause 14.1, the Institution acknowledges that no representations were made prior to entering into this Agreement. The Institution agrees that, in entering into this Agreement, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement. The Institution shall have no remedy in respect of any representation (whether written or oral) made to it on which it relied in entering into this Agreement and Pearson shall have no liability otherwise than pursuant to the express terms of this Agreement.
14.7	The Institution agrees to indemnify Pearson and keep Pearson indemnified against all loss, damage, costs, legal costs and professional and other expenses of any nature incurred under any claim, whether in contract, tort, including negligence, or any other form of action resulting from any claims brought against Pearson by a student of the Institution or of the Institution's approved sub-licensee or collaborative partner in relation to the Programmes or Higher National Qualifications offered by the Institution or its approved sub-licensee or collaborative partner, in relation to the Programmes or Higher National Qualifications offered by the Institution or its approved sub-licensee or collaborative partner, save where such claim arises from the negligent act or omissions of Pearson.
14.8	The provisions of this clause 14 shall continue after expiry or termination of the Agreement howsoever occasioned.

15 GENERAL	
15.1	No delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
15.2	Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
15.3	If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.
15.4	The Institution may not, without the prior written consent of Pearson, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
15.5	No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.
15.6	<p>Any notice required to be given pursuant to this Agreement shall be in writing, and shall be delivered personally, or sent by prepaid first class post or email to the address set out for such party below, marked for the attention of the individuals nominated by each party. Notice delivered personally shall be deemed to have been served when delivered, and notice sent by first class post shall be deemed to have been served 48 hours after despatch, and notices sent by email shall be deemed to have been served on the date of transmission provided a confirmatory hard copy is sent by prepaid first class post within 24 hours of transmission.</p> <p>Notices sent to Pearson should be sent to: Pearson, Vice President Higher Education Qualifications, 80 Strand, London, WC2R 0RL; with a courtesy copy to Associate General Counsel, Core Markets at the same address,</p> <p>Notices sent to the Institution should be sent to: Include the name and address of the person at your institution responsible for this licence agreement.</p> <p>or to such other address as may be notified in writing from time to time by one party to the other.</p>

16 RELATIONSHIP	
16.1	Nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of principal and agent between the parties.
17 GOVERNING LAW	
17.1	This Agreement shall be governed by, construed in accordance with the laws of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English courts.
18 AGREEMENT EXPIRY DATE	
18.1	Subject to clause 3.1 and unless terminated in accordance with clause 11, this Agreement shall end on 30th July 2027. This Agreement may be renewed by mutual written agreement of Pearson provided that such renewal is agreed to in writing at least thirty (30) days prior to the expiration of the Agreement Expiry Date.

Signed by:	Signed by:
Name: First and Family name. Title: Choose a title. Role: Job title. Date: Click or tap to enter a date. Signature: X Duly authorised for and on behalf of the Institution	Name: First and Family name. Title: Choose a title. Role: Job title. Date: Click or tap to enter a date. Signature: X Duly authorised for and on behalf of Pearson

Schedule 1

This is to be completed and submitted annually for **each** Higher National Qualification which the Institution intends to deliver under the Trademark Licence Agreement.

Title of Pearson Qualification	Level	Estimated student numbers (2021/22)	Mode of delivery	Proposed start date	Programme duration
<i>Title of your HN programme</i>	<i>Enter Level of study and award</i>	<i>Estimated number of recruits to this programme.</i>	<i>Full time / Part time etc.</i>	<i>Click or tap to enter a date.</i>	<i>Number of years of study</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>

Schedule 2

This is to be completed annually for **each** Higher National Qualification which the Institution intends to deliver to **collaborative partner** institutions under the Trademark Licence Agreement.

Name of collaborative partner institution		<i>Enter the name of any institutions that you will be partnering with to deliver your HN programme(s).</i>			
Address of collaborative partner institution		<i>Enter the address of any partner institution(s) involved in the delivery of the HN programme.</i>			
Address of delivery site (if different from above)		<i>Enter the address of any partner institution(s) where the HN programme(s) will be delivered.</i>			
Title of Pearson Qualification	Level	Estimated student numbers (2021/22)	Mode of delivery	Proposed start date	Programme duration
<i>Title of your HN programme</i>	<i>Enter Level of study and award</i>	<i>Estimated number of recruits to this programme.</i>	<i>Full time / Part time etc.</i>	<i>Click or tap to enter a date.</i>	<i>Number of years of study.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>
<i>Enter title.</i>	<i>Choose an item.</i>	<i>Enter estimate.</i>	<i>Enter mode(s).</i>	<i>Enter a date.</i>	<i>Choose duration.</i>

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