



**PROGRESSION AGREEMENT TO PROMOTE ADMISSION TO
HIGHER EDUCATION FOR ACCESS TO HIGHER EDUCATION
DIPLOMA LEARNERS**

between

THE CAMBRIDGE ACCESS VALIDATING AGENCY

and

Anglia Ruskin University Higher Education Corporation

This Agreement is dated 1 October 2023

Parties

- (1) **The Cambridge Access Validating Agency** incorporated and registered in England and Wales with company number 04164261 whose registered office is at Unit 1b, 23-25 Gwydir Street Gwydir Street, Cambridge, England, CB1 2LG (**CAVA**)
- (2) **Anglia Ruskin University Higher Education Corporation** of Bishop Hall Lane Chelmsford CM1 1SQ (**University**)

BACKGROUND

- (A) University is a higher education institution offering a range of programmes of undergraduate and postgraduate higher education.
- (B) CAVA is a licensed Access Validating Agency offering Access to Higher Education Diplomas delivered through its member colleges.
- (C) University and CAVA wish to widen access to higher education by enhancing progression opportunities for Students to University.
- (D) CAVA wishes to offer Students the opportunity to transfer at key stages to programmes at University and University wishes to accept such students provided that they meet the criteria set out in this Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

- 1 **Access to Higher Education Diploma:** A qualification managed by the *Quality Assurance Agency for Higher Education* which prepares people without traditional qualifications for study at university.
- 2 **Access Validating Agency:** An agency licensed by the *Quality Assurance Agency for Higher Education* to act as an awarding body and award the Access to Higher Education Diplomas.
- 3 **Background Intellectual Property:** Any Intellectual Property Rights owned by, licensed to or otherwise controlled by a party prior to the date of this Agreement or created or acquired outside this Agreement.
- 4 **Colleges:** CAVA member colleges providing the Access to Higher Education Diploma.
- 5 **Commencement Date:** has the meaning given in 2.

- 6 Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 7 Students:** Students at Colleges undertaking the Access to Higher Education Diploma.
- 8 UCAS:** The *Universities and Colleges Admissions Service*.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.12 Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

2. Commencement and duration

- 2.1 This Agreement shall commence on 1 October 2023 (**Commencement Date**).
- 2.2 This Agreement shall continue, unless terminated earlier in accordance with 13, until the third anniversary of the Commencement Date when it shall terminate automatically without notice. If the parties wish to continue then the agreement could be extended if the parties agree an amendment or if the parties agree a new agreement.
- 2.3 This Agreement shall apply in relation to Students who wish to start a programme at University for entry in 2023/4 (January 2024 entry courses only), 2024/5 and 2025/6.

3. Collaboration

- 3.1 The parties shall collaborate to:
- (a) widen access to higher education (**HE**) by enhancing progression opportunities for Students to University;
 - (b) guarantee progression routes and places on a University course for Students who meet the set entry criteria agreed as part of this arrangement, as set out in Schedule 2;
 - (c) increase the number of learners from under-represented groups progressing to HE;
 - (d) encourage and support staff networking;
 - (e) provide a channel through which information, advice and guidance can be made available to Students, their advisors and academic staff;
 - (f) establish a transparent procedure for the progression of Students to HE at University;
 - (g) share best practice and collaborate on curriculum design and development; and
 - (h) provide a positive and constructive experience for Students.
- 3.2 Each party shall appoint the named member of staff as a contact to implement, monitor and evaluate the progress of this Agreement, as set out in Schedule 1. Each party may change its nominated member of staff from time to time, but must notify the other in writing of any changes of staff or contact details for the appointed contacts.
- 3.3 University reserves the right to make the final judgement on the admissibility of any Students onto its programmes.

- 3.4 Each student who registers at University under the terms of this Agreement shall be subject to the regulations of University and is liable to meet the full cost of University tuition fees, and all other relevant costs and expenses.

4. Students

Subject to the other provisions of this Agreement, University will allow suitably qualified Students from CAVA Colleges entry into its programmes, subject to any specific provisions contained in Schedule 2. A Student is suitably qualified for the purpose of this Agreement if he or she meets the entry requirements outlined in Schedule 2.

5. Obligations of University

5.1 University will:

- (a) undertake all reasonable measures to give effect to this Agreement;
- (b) offer academic engagement opportunities and sessions to the Colleges offering the Access to Higher Education Diplomas. Sessions will be designed to promote progression by Students to relevant degree programmes at University, and to provide the Students with information, advice, and guidance about progression to HE;
- (c) subject to clause 3.2, ensure that named members of University staff work with named members of CAVA staff to implement, monitor and evaluate this Agreement;
- (d) provide a range of information, advice and guidance services from its student recruitment, outreach and student support teams (or similar teams conducting the same function) including application and interview advice, and financial information to support similar efforts taking place in Colleges;
- (e) identify students from Colleges who are from an under-represented group in relation to the University Access and Participation Plan and provide information on any relevant bursaries Students may be entitled to;
- (f) monitor the performance and progress of Students on the specified programmes;
- (g) share curriculum development and programme-specific changes to ensure the match of programmes to Students;
- (h) provide opportunities for staff networking, the exchange of ideas, information and best practice between University and CAVA;
- (i) subject to clause 10, publicise the progression relationship underpinning this Agreement as appropriate.

- 5.2 Subject to the requirements for progression set out in Schedule 2, University agrees to offer a place on, or an interview for a place on, its relevant degree programme to such Students who apply and who meet the programme's entry requirements. An offer of a place is subject to

University's normal admission requirements (including successful interview where appropriate) and subject to availability of a place on the relevant programme.

5.3 Subject to clause 8, University agrees to:

- (a) provide, on reasonable request, feedback to CAVA and CAVA's Students on applications and interviews; and
- (b) monitor the performance of CAVA's Students on its programmes and provide feedback to CAVA.

6. Obligations of CAVA

6.1 CAVA will:

- (a) promote this Agreement to Colleges delivering Access to Higher Education Diplomas (at least two emails per year);
- (b) provide University with the names of all Colleges delivering Access to Higher Education Diplomas by 1 September each year, including the names of validated programmes being delivered in each College;
- (c) share curriculum development and any programme specific changes with University;
- (d) provide opportunities for staff networking, the exchange of ideas, information and best practice between University and CAVA;
- (e) subject to clause 10, publicise the progression relationship underpinning this Agreement as appropriate.

7. Confidentiality

7.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party to the other party whether before or after the date of this Agreement, including:

- (a) any information that would be regarded as confidential by a reasonable business person relating to the business, assets, affairs, customers, clients, students, suppliers, intentions, market opportunities, operations, processes or know-how of the disclosing party; and
- (b) any information that is developed by the parties in the course of carrying out this Agreement.

7.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);

- (b) the relevant party can reasonably evidence was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

7.3 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

7.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and a reasonable opportunity to challenge the same.

7.5 The receiving party shall inform its employees, officers and agents of the confidential nature of any Confidential Information and shall procure that the obligations in 7 are observed by its employees, officers and agents and by any other party retained by the receiving party for the purposes of this Agreement. The receiving party shall notify the disclosing party immediately if it suspects or becomes aware of any disclosure in breach of the obligations in this 7. At the request of the disclosing party, the receiving party will take all such steps as are necessary to prevent further disclosure.

7.6 Each party acknowledges that the other party is subject to the requirements of the Freedom of Information Act 2000 (as amended from time to time) (**FOIA**) and each party shall assist and cooperate with the other party (on request and at each party's own expense) to enable the other party to comply with the information disclosure requirements imposed on them by the FOIA.

7.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.

7.8 The provisions of this 7 shall survive for a period of five years from termination of this Agreement.

8. Data protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

9. Intellectual property

- 9.1 All Background Intellectual Property is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived), and nothing in this Agreement shall operate to transfer any Background Intellectual Property of one party to any other.
- 9.2 All Intellectual Property Rights developed or created by a party pursuant to this Agreement shall be owned by that party.
- 9.3 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights used in connection with this Agreement of which it becomes aware. Each party shall, at the relevant other party's expense, give such assistance as is reasonably requested by that other party to assist the that other party in the prevention of any such infringement, challenge or unauthorised use.

10. Publicity

- 10.1 Except as provided by the terms of this Agreement:
 - (a) neither party shall make, or permit any person to make, any public announcement, communication, circular or marketing material (**announcement**) concerning the existence, subject matter or terms of this agreement, the wider outcomes contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); and
 - (b) the parties shall consult together on the timing, contents and manner of release of any announcement.
- 10.2 Neither party shall use the logo of the other without the express written permission of the other party on each occasion.

11. Warranties

- 11.1 Each party warrants that:

- (a) it has full power and authority to carry out the actions contemplated under this Agreement; and
- (b) its entry into and performance under the terms of this Agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;

11.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

12. Limitation and exclusion of liability

12.1 References to liability in this clause include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in this Agreement limits any liability that cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.2 (liabilities which cannot legally be limited), neither party shall be liable to the other for the following types of loss: loss of profits; loss of agreements or contracts; loss of or damage to goodwill; and indirect or consequential loss.

12.4 Subject to clauses 12.2 and 12.3, the total liability of the University to CAVA, whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed £100,000.

13. Termination of agreement

13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) if any warranty given by the other party in 11 of this Agreement is found to be untrue or misleading;

- (c) the other party causes or does something or omits to do something which may reasonably, cause harm to the terminating party's reputation; or
- (d) in accordance with 15.

13.2 For the purposes of 13.1(a), a **material breach** means a breach that has a serious effect on the benefit which the terminating party would otherwise derive from this Agreement.

13.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than three months' written notice to the other party.

13.4 On termination of this Agreement, the parties shall, immediately and at their own expense, safely return to the owners or (at the option of the owner) destroy or permanently delete all property and information of the other party (including Confidential Information).

14. Survival

14.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

14.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

15. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. The party claiming to be affected by the event of force majeure shall notify the other party of the nature and extent of the circumstances as soon as practicable. If the period of delay or non-performance continues for six (6) months, the party not affected may terminate this Agreement by giving written notice to the affected party.

16. Assignment and other dealings

16.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

17. Entire agreement

- 17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

18. Variation

- 18.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Notices

- 19.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or email address given in this Agreement or as otherwise notified in writing to other party.

20. Severance

- 20.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21. No partnership or agency

- 21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Waiver

- 23.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 23.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. Counterparts

- 24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.

25. Third party rights

- 25.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

26. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

27. Mediation

- 27.1 If any dispute arises in connection with this Agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party, referring the dispute to mediation.
- 27.2 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

28. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its 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.

29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of

The Cambridge Access Validating Agency



Signature:

Name: Flóra Raffai

Position: Chief Executive Officer

Date: 21 September 2023

Signed for and on behalf of

Anglia Ruskin University Higher Education Corporation

Signature:

Name:

Position:

Date:

Schedule 1 Contacts

CAVA

Progression Agreement contact:

Name: Flóra Raffai

Position: Chief Executive Officer

Email: f.raffai@cava.ac.uk

Progression Agreement monitoring and development:

Name: Georgia Green

Position: Communications and Events Officer

Email: g.green@cava.ac.uk

University

Progression Agreement contact:

Name: Dale Gregory

Position: Asst. Director, Student Recruitment

Email: dale.gregory@aru.ac.uk

Progression Agreement monitoring and development:

Name: Susie King

Position: Head of UK/EU Admissions

Email: susie.king@aru.ac.uk

Schedule 2 Requirements for progression

1. Subject to paragraph 2 below and subject to fulfilment of all other criteria in this Agreement, the University guarantees an offer of admission for Students who have completed, or are predicted to successfully complete, the Access to Higher Education Diplomas with 45 level 3 credits (subject to paragraph 2 below). In the case of predicted grades, the specific academic attainment required from the Access to Higher Education course will be specified in the offer. All Level 3 qualifications held by applicants will be considered as normal by the University's admissions team. The University reserves the right to make the final judgement on the admission of any student. Exceptions to this agreement are outlined in Schedule 3.
2. Schedule 3 summarises University courses where entry requirements to receive a guaranteed offer differ to Access to Higher Education Diploma with 45 level 3 credits, i.e. higher credits and/or subject-specific qualifications. In these cases, applications to the University will be treated the same as in paragraph 1 above, but with the relevant requirements being applicable to receive a guaranteed offer/interview. Students who do not meet subject specific entry requirements will be unable to be admitted to the University or may be admitted to an alternative course or level of study.
3. Where an interview is normally required as part of the Admissions process, Students will be guaranteed an interview if they already meet or are studying towards relevant course specific subjects/qualifications (for example, Level 2 Maths and English). If the interview is successful, Students will be made an offer as above subject to places being available. For certain courses students successful at interview will be placed in a gathered field and decisions will be communicated once all ontime applications have been considered. In certain situations, alternative course offers may be made for unsuccessful applicants following interview.
4. Where applicants are normally required to attend a physical or virtual interview (including audition or portfolio review) as part of the admissions process, Students applying as part of this Agreement will still be expected to attend this interview. Students unable to attend an interview will not be made an offer of admission. In certain situations, alternative course offers may be made for applicants who are unable to attend an interview/audition/submit a portfolio.
5. Students must submit a full UCAS application, including Personal Statement and References, and any other information required by the University admissions team, except where applications are made through Clearing when a direct application to the University is available, followed by self-referral through UCAS. All applicants to the University may be required to provide additional information to the University as part of their application or enrolment, including but not limited to evidence of qualifications achieved, eligibility to study in the UK, references, occupational health assessments or documents relating to a DBS (*Disclosure and Barring Service*) check. Applicants applying to the University as part of this Agreement must provide any information required by the University admissions team in line with any deadlines set for submission to be eligible for entry to the University. Applicants who are not eligible for UK Home fee status may not be offered an offer of admissions where there are restrictions on recruitment to international fee payers on the course applied for.

6. The University is not responsible for the validation, authorisation or accreditation of the awards that lead to the progression of Students under this Agreement.
7. Each student that enrolls on a University course is liable to meet the cost of tuition fees and all other relevant costs and expenses. The University student recruitment and outreach team can work with students to explain how the student finance system works. The University's website details the additional course costs for which students should prepare.

Schedule 3 Courses and Entry Requirements

1. The following courses are excluded from this agreement either because an Access to Higher Education course is not acceptable for entry or where additional requirements are included in the selection and shortlisting:
 - a. **MOptom Optometry**
 - b. **MBChB Primary Medical Qualification**

2. The following courses will require students using this progression agreement to have taken either a subject specific Access to Higher Education course or specific units at level 3 within the Access to Higher Education course to be successful in gaining an offer or interview. This is subject to review and change at the start of each admissions cycle. Acceptable subjects and units are on the course pages on the ARU website.
 - a. BSc Zoology
 - b. BSc Animal Behaviour
 - c. BSc Ecology and Conservation
 - d. BSc Midwifery
 - e. BSc Sport and Exercise Science
 - f. BSc Sport and Exercise Therapy
 - g. BSc Sports Coaching and Physical Education
 - h. BSc Strength and Conditioning with Rehabilitation
 - i. BSc Artificial Intelligence
 - j. BSc Data and Analytical Science
 - k. BSc Architecture
 - l. BSc Building Surveying
 - m. BSc Construction Management
 - n. BSc Quantity Surveying
 - o. BEng Computer Science
 - p. BSc Cyber Security
 - q. BSc Software Engineering