

COURSE ENTRY AGREEMENT

Between

THE ROBERT GORDON UNIVERSITY a body corporate incorporated under The Robert Gordon University (Establishment) (Scotland) Order 2006, a Scottish charity (charity number SC013781) and having its principal administrative office at Garthdee House, Garthdee Road, Aberdeen, AB10 7QB, United Kingdom

(hereinafter referred to as '**RGU**')

- And -

The Sir Sandford Fleming College of Applied Arts and Technology, an organisation having its principal office at 599 Brealey Drive, Peterborough, ON, K9J 7B1, Canada

(hereinafter referred to as "**FLEMING COLLEGE**")

WHEREAS:-

- A.** FLEMING COLLEGE currently offers the courses listed in Annex 1 (hereinafter referred to as "FLEMING COLLEGE Courses"),
- B.** FLEMING COLLEGE seeks for students to study the corresponding RGU courses (detailed in Annex 1) at RGU, (hereinafter referred to as "RGU Courses"), and
- C.** The parties wish to agree the terms of which FLEMING COLLEGE students may gain entry to the RGU Courses.

THEREFORE IT IS NOW AGREED AS FOLLOWS:

1. COMMENCEMENT, TERM AND TERMINATION

- 1.1 Subject to an annual review, this Agreement shall commence on the last date of signing hereof and shall subsist for an initial period of three years, or less, if the curriculum changes in either institution.
- 1.2 Either institution may terminate this agreement by giving at least three months' notice in writing. Such termination shall normally take effect from the end of an academic session. Every reasonable effort will be made to

ensure that conditional offers made to applicants at the time of termination are honoured by RGU.

- 1.3 By mutual agreement, the Parties may review and extend this Agreement for a further period(s) of one year at a time, provided that such agreement is reached in writing no later than three months from the expiry date.

2. ELIGIBILITY

- 2.1 FLEMING COLLEGE students may apply for entry onto RGU Courses, subject always to places being available and to all RGU academic and English language entry requirements, as detailed in Annex 1, being met.
- 2.3 Annex 1 provides the agreed FLEMING COLLEGE and RGU courses and associated academic and English language entry requirements. These shall be reviewed from time to time with the agreement of both institutions.
- 2.3 Applications should be made through the process detailed at Annex 2.
- 2.4 The final decision on whether or not to accept any FLEMING COLLEGE student onto RGU Courses is within the sole discretion of RGU.
- 2.5 Once a student has become a fully enrolled student of the Robert Gordon University, RGU's Academic Regulations and Procedures will apply.

3 TUITION FEES, DISCOUNT AND SCHOLARSHIPS

- 3.1 Any FLEMING COLLEGE student who successfully enrolls onto RGU Courses will be given a £3,000 scholarship as a reduction on first year full-fee tuition costs. These tuition costs are published by RGU and subject to change each academic year.
- 3.2 RGU will also make available opportunities for FLEMING COLLEGE students to apply, on a competitive basis only, for a potential merit based scholarship. The merit based scholarship scheme is subject to change but current information on this scheme can be found on the RGU website page link:-

<http://www.rgu.ac.uk/future-students/finance-and-scholarships/scholarships>

- 3.3 Responsibility for payment of any RGU tuition fees, and any other associated costs where applicable, lies with the student.

4. COURSE CHANGES

- 4.1 RGU reserves the right to make changes to its course curricula and programmes.
- 4.2 Both institutions shall annually review the constituent courses listed in Annex 1 to ensure appropriate level of matching between curricula.

5. ADVERTISING OF THE RGU COURSE

- 5.1 Advertisements relating to the RGU Courses may be written and designed by FLEMING COLLEGE, and must be approved by the Head of Marketing, RGU, in writing prior to use. RGU reserves the right to write and design advertisements for use by FLEMING COLLEGE relating to the RGU Courses.
- 5.2 RGU shall supply to FLEMING COLLEGE such promotional literature and logos relating to studying at RGU as RGU shall deem appropriate, free of charge.

6. INTELLECTUAL PROPERTY

- 6.1 The title to copyright and all such intellectual property rights (IPR) in respect of any materials supplied to or developed in the course of this Agreement shall belong to the institution that produces them. Where any such material is improved or any new material is created for the purpose of the (advanced) entry arrangements by either RGU or FLEMING COLLEGE then, except where such material embodies the IPR of the other institution, all the IPR of such new material shall belong to the institution which creates it.
- 6.2 Where such new material embodies the IPR of the other, RGU and FLEMING COLLEGE hereby grant a non-exclusive, royalty-free licence, for the duration of this Agreement to each other to use such IPR, provided that neither institution shall attempt to market, sell or otherwise commercialise any such materials.

7. DATA PROTECTION

- 7.1 FLEMING COLLEGE and RGU acknowledge that the other is an educational institution, which is subject to the Freedom of Information and Protection of Privacy Act, RSO. 1990, c. F.31 (Ontario) or Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 respectively (in this clause referred to as "Data Protection laws"). Both Parties agree that they are Data Controllers for the information held by them. Both parties warrant to the other that they shall comply strictly with the the appropriate Data Protection laws.
- 7.2 On termination of this Agreement FLEMING COLLEGE shall cease to process any confidential RGU data and shall arrange for the prompt and safe return to RGU of all confidential RGU data belonging to RGU, together with all copies of the data in its possession or control, including all copies with any agreed third party as referred to in 7.2.1 below.
- 7.2.1 In this clause 'confidential RGU data' shall mean all information relating to RGU's clients and prospective clients, students, current and projected financial and trading situations, business plans, business strategies, developments and all other information relating to RGU's business affairs including all information of a confidential nature or imparted by whatever nature by RGU to FLEMING COLLEGE during the currency of the Agreement. All right, title and interest in and to the data shall vest solely with RGU.

8. VARIATIONS AND ASSIGNATION

- 8.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous existing Agreement.
- 8.2 This Agreement shall not be varied or amended unless such variation or amendment is in writing and signed by both Parties.
- 8.3 Neither Party to the Agreement may assign, sub-contract or in any other way dispose of the Agreement without the prior written consent of the other Party.

9. NOTICES

- 9.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient as set out above or to such other address as the recipient may designate by notice given in accordance with the provision of this Clause.

For RGU the recipient is: Dean of Student Recruitment

For FLEMING COLLEGE the recipient is: Vice President of Academic

- 9.2 Any such notice may be delivered personally by hand, or sent by recorded delivery, fax or email and shall be deemed to have been served, if by hand when delivered, if by recorded mail upon the recorded date of receipt and if by fax or email 24 hours after the communication was sent.

10. Indemnification and Liability

- 10.1 FLEMING COLLEGE agrees to indemnify, defend and hold harmless RGU (including its Representatives) from and against all claims, actions, liabilities, costs, damages, losses and expenses arising from the breach of FLEMING COLLEGE's obligations under this Agreement or as the result of any negligent act or omission or wilful misconduct of FLEMING COLLEGE, or its Representatives, with respect to this Agreement and the subject matter hereof.
- 10.2 RGU agrees to indemnify, defend, and hold harmless FLEMING COLLEGE (including its Representatives) from and against all claims, actions, liabilities, costs, damages, losses and expenses arising from the breach of RGU's obligations under this Agreement or as the result of any negligent act or omission or wilful misconduct of RGU, or its Representatives, with respect to this Agreement and the subject matter hereof.

11. LAW OF SCOTLAND

11.1 The construction, validity, performance and all other matters arising out of and in connection with this Agreement shall be governed by the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts. **IN WITNESS WHEREOF** this Agreement comprising this and the five (5) preceding pages is executed as follows:

SUBSCRIBED for and on behalf of **THE ROBERT GORDON UNIVERSITY** at Aberdeen

on the 2nd day of May 2018

by .....Authorised Signatory

DAVID ASHAU.....Print Full Name

DEAN.....Position

before this witness

CLAIRE BOWERS.....Witness

cbowee......Print Full Name

RGU, GARTHDALE.....Address

ROAD, AB10 7GB

SUBSCRIBED for and on behalf of **FLEMING COLLEGE**

on the 6th day of June 2018

by .....Authorised Signatory

TOM WEEGAN.....Print Full Name

VICE PRESIDENT ACADEMIC.....Position

before this witness

.....Witness

David Adam Baker.....Print Full Name

Fleming College Peterborough.....Address

Ontario K9J 7B1

Annex 1

Academic Entry Requirements as Conditions of (Advanced) Entry

It should be noted that all applicants must satisfy RGU's general admissions requirements as contained in Academic Regulation A2: Admission, including academic and English language entry requirements.

<i>COURSE TITLE (FLEMING COLLEGE)</i>	Ontario College Diploma in Business
<i>COURSE TITLE (RGU)</i>	BA(Hons) Events Management BA(Hons) Fashion Management BA(Hons) International Hospitality Management BA(Hons) International Tourism Management BA(Hons) Media BA(Hons) Public Relations BA(Hons) Management BA(Hons) Management with Marketing BA(Hons) International Business Management
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	Satisfactory completion of the above named course A GPA of 3.0 or above A suitable reference from FLEMING COLLEGE Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required. The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes

COURSE TITLE (FLEMING COLLEGE)	Ontario College Advanced Diploma in Business Administration - Marketing
COURSE TITLE (RGU)	BA(Hons) Events Management BA(Hons) Fashion Management BA(Hons) International Hospitality Management BA(Hons) International Tourism Management BA(Hons) Media BA(Hons) Public Relations BA(Hons) Management BA(Hons) Management with Marketing BA(Hons) International Business Management
Stage of Entry (to RGU course):	Stage: Year 4
Conditions of entry to RGU course:	Satisfactory completion of the above named course A GPA of 3.0 or above A suitable reference from FLEMING COLLEGE Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required. The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes

COURSE TITLE (FLEMING COLLEGE)	Ontario College Diploma in Hospitality
COURSE TITLE (RGU)	BA(Hons) International Hospitality Management BA(Hons) International Tourism Management BA(Hons) Events Management
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	Satisfactory completion of the above named course A GPA of 3.0 or above A suitable reference from FLEMING COLLEGE Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required. The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes

COURSE TITLE (FLEMING COLLEGE)	Ontario College Advanced Diploma in Business Administration – Human Resource Management
COURSE TITLE (RGU)	BA(Hons) Management with Human Resource Management
Stage of Entry (to RGU course):	Stage: Year 4
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

COURSE TITLE (FLEMING COLLEGE)	Ontario College Advanced Diploma in Business Administration – International Business
COURSE TITLE (RGU)	<p>BA(Hons) Events Management</p> <p>BA(Hons) Fashion Management</p> <p>BA(Hons) International Hospitality Management</p> <p>BA(Hons) International Tourism Management</p> <p>BA(Hons) Management</p> <p>BA(Hons) Management with Marketing</p> <p>BA(Hons) International Business Management</p>
Stage of Entry (to RGU course):	Stage: Year 4
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

COURSE TITLE (FLEMING COLLEGE)	Ontario College Advanced Diploma in Business Administration
COURSE TITLE (RGU)	BA(Hons) Management
Stage of Entry (to RGU course):	Stage: Year 4
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

COURSE TITLE (FLEMING COLLEGE)	Ontario College Diploma in Tourism – Global Travel
COURSE TITLE (RGU)	<p>BA(Hons) International Tourism Management</p> <p>BA(Hons) International Hospitality Management</p> <p>BA(Hons) Events Management</p>
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

<i>COURSE TITLE (FLEMING COLLEGE)</i>	Ontario College Diploma in Visual and Creative Arts
<i>COURSE TITLE (RGU)</i>	BSc(Hons) Digital Media
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

<i>COURSE TITLE (FLEMING COLLEGE)</i>	Ontario College Diploma in Computer Engineering and Technology
<i>COURSE TITLE (RGU)</i>	BSc(Hons) Computing (Application Software Development)
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

COURSE TITLE (FLEMING COLLEGE)	Ontario College Advanced Diploma in Computer Security and Investigation
COURSE TITLE (RGU)	BSc(Hons) Computer Network Management and Design
Stage of Entry (to RGU course):	Stage: Year 3
Conditions of entry to RGU course:	<p>Satisfactory completion of the above named course</p> <p>A GPA of 3.0 or above</p> <p>A suitable reference from FLEMING COLLEGE</p> <p>Where the applicants' first language is not English, satisfactory evidence that the student meets the general English language requirements of RGU will be required.</p> <p>The applicants must be eligible to obtain the requisite visa to enter the United Kingdom for study purposes</p>

Annex 2

Application Process

Students should in the first instance correspond with the RGU Undergraduate Admissions Office by email to ascertain acceptance onto any RGU course. The e-mail address is ugoffice@rgu.ac.uk for Bachelors courses and pgoffice@rgu.ac.uk for Masters courses. Students should in all cases make reference to this partnership agreement between RGU and FLEMING COLLEGE.