**[To be printed on BU headed paper]**

**[Please complete and send to Legal Services for a CAF]**

[Address]

Our Ref: LS/AMB/10856

Date: [Insert date]

Dear [ ],

**Agreement Letter**

Bournemouth University Higher Education Corporation (the “**University**” / “**we**” / “**our**” / “**us**”) contracts with [insert name of students union] (“**you**” / “**your**”) in accordance with the following (together the “**Contract**”):

1. the provisions set out in this Agreement Letter;
2. the University’s Terms of Business (attached at **Schedule 1**);
3. any Schedules attached to this Agreement Letter.
4. **The Parties**

The parties to the Contract are:

**Bournemouth University Higher Education Corporation** of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB

and

**The Trustees of [insert name of students union]**, Registered Charity Number: [insert number] of [insert address]

1. **Our Services**

In collaboration with you, we will design and host three online student surveys. We will make survey data available for you to access via a client login area of the University’s Market Research Group surveys website (the “**MRG Surveys Website**”) and these are the “**Services**” for the purposes of the Contract, as outlined in further detail below.

**Survey 1 – *Rep registration form***. We will design and host an online course representative (“**course rep**”) registration form in collaboration with you. We will provide an online web link to you which you will distribute to your course reps to register via. We will provide access to the responses in order for you to download results as a CSV file (spread-sheet format) from the MRG Surveys Website.

**Survey 2 – *Student opinion survey***. We will design and host an online student opinion survey in collaboration with you. We will provide an online web link to you which you will make available for both course reps and the general student population to complete. We will produce programme reports which provide a breakdown of results and we will make these available via a client login area of the MRG Surveys Website. We will also provide a monthly excel report of all responses collated which will allow you to filter responses by categories such as level, faculty, topic and sub topic.

**Survey 3 – *You Said, This Happened* survey**. We will also design and host an online feedback questionnaire in collaboration with you that allows course reps to say how the feedback they gather for survey 2 has been used. We will provide an online web link to you which you will distribute to your course reps. We will provide access to the responses in order for you to download results as a CSV file (spread sheet format) from the MRG Surveys Website.

1. **Deliverables and Estimated Timetable**

We shall design, host and grant you a right to use:

* An online rep registration form
* An online student opinion survey
* An online course rep feedback questionnaire

We shall provide you with:

* Access to the client login area of the MRG Surveys Website
* Access to a downloadable CSV file of rep registration form data
* Access to downloadable programme reports of the student opinion survey results
* Access to a downloadable CSV file of the *You Said, This Happened* questionnaire data

**The dates:**

We aim to commence work on the three surveys in [month] 2017 with a view to the surveys being available for use from [date] (subject to your prompt cooperation under paragraph 5 below).

We aim for the online surveys to be accessible from [date] until [date] (the “**Data Collection Period**”) and shall grant you a right to use the online surveys for this period only.

You will continue to be able to access the results of the online survey for a period of 12 months from the end of the Data Collection Period.

After such 12-month period, the University is under no obligation to provide continuing access to the results/data collected and held on our survey system.

1. **Methodology**

In collaboration with you we will design and host three customised online surveys, and we will send you a link to the surveys for distribution to your course reps and students. Online programme reports detailing findings relating to specific courses will be produced and accessible to you via a client login on the MRG Surveys Website.

***Email alert system***

Individual results of the student opinion survey (survey 2) will be sent to the relevant course rep via email alert upon completion.

***Customisation of surveys***

Please note that whilst we aim to customise each of the online surveys to suit your requirements, this is dependent on certain factors including: the time available, the complexity of your requirements, and the capacity of the software we use. Such customisation is therefore ultimately at our discretion.

If an issue arises between us, in accordance with clause 9.2 of our attached Terms of Business, each of us shall in the first instance attempt to resolve any dispute in good faith by senior level negotiations.

1. **Your Responsibilities**

You must:

* Provide a list of all courses offered at your university, along with corresponding data (including location of study, faculty, school, level taught at) as well as names of all course reps (where course rep names are currently held), and any other information we require to design the surveys;
* Provide a list of all topics and subtopics to be included within the student opinion survey;
* Provide and grant us a licence to use your branding (i.e. logos and university colour information);
* Cooperate promptly in reviewing and approving survey content; and
* Comply fully with your obligations under the Data Protection Act 1998 and any subsequent modification or re-enactment of it, including ensuring that you are entitled to transfer relevant personal data (such as course rep names) to the University so that we may lawfully process and store such personal data on your behalf.

For the avoidance of doubt we shall not be liable for any delay in provision of the Services in the event that you do not perform any of your responsibilities under this Contract.

1. **Intellectual Property**

The final paragraph of clause 2.1 of our attached Terms of Business is deleted and replaced with:

“Subject to payment in full of the Fees and to the provisions of clause 5.7, we shall grant to you: (i) a non-exclusive licence to use all Foreground IPR for your internal research and evaluation purposes; and (ii) a non-exclusive licence to use the Background IPR provided by us which is freely licensable and which is necessary solely for the purpose of using the Foreground IPR.”

1. **Availability of surveys**

You acknowledge that we provide no guarantees as to the availability of (i) the online surveys and (ii) your access to the results of the surveys through the MRG Surveys Website; and that we have the right to restrict such availability at any time where we reasonably believe that this is necessary, for example where relevant software needs upgrading.

We will use reasonable endeavours to notify you in advance of any planned maintenance to the MRG Surveys Website.

1. **Fees**

You will pay us a fixed fee of £6,000 plus VAT.

For the avoidance of doubt, this fee is for the provision of the Services for the [2017/18] academic year only.

Any services to be provided for future academic years will be subject to a separate fee and will be the subject of a separate agreement.

1. **Timing of Invoices**

We will invoice you in two equal instalments. We will issue the first invoice for £3,000 plus VAT at the end of [month] 2017 and issue an invoice for the balance at the end of [the Data Collection Period] in [month] 2017.

1. **Addresses for Notices**

 **Bournemouth University:**

Philip Leahy-Harland, Bournemouth University, Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES

 **Copy to:**

Legal Services, Bournemouth University, Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES

**Students’ Union**

[Insert address for notices]

1. **Contract Managers**
	1. Jonathan Hibbert is the University’s contract manager.
	2. [Name]is your contract manager.
2. **Schedules**
	1. Schedule 1 - The University’s Terms of Business

Please sign and date two originals of this Agreement Letter to confirm your acceptance of the Contract and return one of them to us at the Addresses for Notices paragraph above.

Yours sincerely,

Signed for and on behalf of **Bournemouth University Higher Education Corporation** by its authorised contract signatory:

Name:

Position:

Signature:

Date:

Signed for and on behalf of **The Trustees of [Insert name of Students’ Union]** by their authorised contract signatory:

Name:

Position:

Signature:

Date:

**SCHEDULE 1**

**Terms of Business**

[*Attach the University’s current Terms of Business*]