



## PROGRESSION AGREEMENT



UNIVERSITY  
*of York*

BETWEEN

SCHOOL FOR BUSINESS AND SOCIETY, UNIVERSITY OF YORK, UNITED KINGDOM

AND

THE INTERNATIONAL COLLEGE OF KHON KAEN UNIVERSITY, THAILAND

### 1. Parties

- 1.1. **SCHOOL FOR BUSINESS AND SOCIETY, UNIVERSITY OF YORK**, a body incorporated in England and Wales by Royal Charter (registration number RC00679) whose administrative offices are at Heslington Hall, York, YO10 5DD ("York"); and
- 1.2. **THE INTERNATIONAL COLLEGE OF KHON KAEN UNIVERSITY**, whose registered office is 2nd Floor, Academic Center and Fundamentals Learning Building, Khon Kaen University, Khon Kaen 40002 ("KKUIC"),  
each a "Party" and together the "Parties".

### 2. Definitions and Interpretation

- 2.1. For the purposes of this Agreement, the following definitions shall apply:

"Agreement": this agreement and all of its Schedules.

"Intellectual Property": all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country.

"KKUIC Programme(s)": set out at Schedule 1, as may be amended from time to time, which lead to Progression to a York Programme.

"Partnership": the institutional-level partnership between York and KKUIC, subject to the terms of this Agreement.

"KKUIC Trade Marks": the trade names and marks (whether registered or unregistered) owned by KKUIC from time to time during the Term.

"Progression": transferring from a Partner Programme to a York Programme as further detailed in Schedule 1, and "Progress" and "Progressed" shall be construed accordingly.

"Registered": in relation to a Student, a person who has been registered in accordance with the terms of this Agreement as a Student of either KKUIC or York (as appropriate) and "Register" and "Registration" will be construed accordingly.

"Student" the students registered to study on KKUIC Programmes or the York Programmes, as appropriate.

"Term": the period the Agreement is in full force and effect pursuant to Clause 4.

"UKVI": UK Visas and Immigration which is part of the UK Home Office (or any successor body which carries out substantially the same function).

"York Programme(s)": the York programme(s) set out at Schedule 1, as may be amended from time to time, to which a Student may Progress from a "KKUIC Programme".

"York Trade Marks": the trade names and marks (whether registered or unregistered) owned by York from time to time during the Term.

2.2. In this Agreement, unless the context requires otherwise, the following rules of construction shall apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (c) Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement;
- (d) the headings in this Agreement will not affect its interpretation; and
- (e) a reference to writing or written includes e-mails.

### **3. Purpose and Terms of the Agreement**

- 3.1. York is a higher education institution with degree awarding powers.
- 3.2. KKUIC is an English language interdisciplinary institution that is part of Khon Kaen University, a leader in SEA higher education.
- 3.3. York and KKUIC intend to collaborate so that students successfully completing programmes at KKUIC as set may Progress to York Programmes and, if those Students successfully complete the York Programme, will receive an award from York.
- 3.4. York and KKUIC have agreed that their relationship in respect of the Progression arrangements described above shall be governed by the terms and conditions of this Agreement to embody the Partnership between the Parties.
- 3.5. Students of KKUIC who wish to Progress to a York Programme will apply to York using the standard York application form and procedure and will be expected to meet standard advertised entry requirements that are applicable at the relevant time as described at <https://www.york.ac.uk/study/postgraduate-taught/> or as otherwise notified by York to KKUIC from time to time.
- 3.6. The final decision as to whether to admit Students to the York Programmes will rest solely with York.
- 3.7. Students admitted to the York Programmes will enrol as York students, with the rights and responsibilities this status entails.

### **4. Duration of Agreement**

- 4.1. This Agreement will be effective from the date of execution and, unless terminated earlier in accordance with the terms of this Agreement or otherwise, shall expire five years from the signing date.

### **5. Financial Provisions**

- 5.1. Financial provisions, including fees payable by Students, are set out at Schedule 2.

### **6. Responsibilities of the Parties to the Agreement**

York and KKUIC agree to undertake the following responsibilities:

- 6.1. KKUIC will provide York with a statement listing the Students that have applied to the York Programmes at least one month before the admissions closing date.
- 6.2. Each Party will be responsible, at its own cost, for the promotion and marketing of the partnership contemplated by this Agreement and for providing information to prospective applicants, all such information to be supplied by York or approved in writing by York prior to advertising or recruiting any Students.
- 6.3. The Parties shall co-operate in the development of a marketing and promotional plan, and will give reasonable consideration to any comments that the other Party may have as to the details of this plan.

- 6.4. Each Party shall be entitled to use for the Term, for the proper purposes of conducting the activities contemplated by this Agreement, any marketing materials which comply in all material respects with this Agreement.
- 6.5. KKUIC and York will each nominate points of contact for liaison with the other Party with respect to this Agreement. The names of the points of contact will be notified at the commencement of this Agreement. KKUIC and York may change their points of contact by notifying the other Party in writing of any such changes.
- 6.6. York will notify KKUIC of any material changes to or the availability of the York Programmes.
- 6.7. KKUIC shall be responsible for all quality assurance aspects of KKUIC Programme. York shall be responsible for all quality assurance aspects of York Programmes after each Student has Progressed.
- 6.8. KKUIC shall provide to York any information reasonably requested by York in order to prove performance by KKUIC of its obligations under this Agreement. This may include but not be limited to information required by any regulator of York, such as the Office for Students or the UKVI.

## **7. Co-operation and Reputation**

- 7.1. The Parties agree to co-operate, provide guidance, respond to one another and undertake their responsibilities under this Agreement in a timely and constructive manner, with a view to maintaining the good academic reputations of York and the Partner.
- 7.2. Neither York nor KKUIC shall do or fail to do anything which materially prejudices or is likely to materially prejudice the ability of the other to comply with the terms of the Agreement.

## **8. Appeals, Complaints and Misconduct**

- 8.1. KKUIC's policies relating to academic appeals, complaints and misconduct will apply to Students studying on KKUIC Programmes.
- 8.2. York's policies relating to academic appeals, complaints and misconduct will apply to Students studying on the York Programmes.

## **9. Intellectual Property**

- 9.1. Both Parties agree not to make any claims with respect to the Intellectual Property rights of the other Party during the Term.
- 9.2. All Intellectual Property rights in all materials developed by York shall be owned by York, except where work may be covered by the Intellectual Property rights of a Student.
- 9.3. All Intellectual Property rights in all materials developed by KKUIC shall be owned by KKUIC, except where work may be covered by the Intellectual Property rights of a Student.
- 9.4. KKUIC grants to York a royalty-free, non-exclusive, non-transferable licence to use the materials created by KKUIC for the purposes of performing its obligations under this Agreement for the Term.
- 9.5. York grants to KKUIC a royalty-free, non-exclusive, non-transferable licence to use the materials created by York for the purposes of performing its obligations under this Agreement for the Term.
- 9.6. Where either Party reproduces materials created by the other with the other's consent, that Party reproducing the materials is required to include a copyright notice in a format approved by the other Party who created the materials.
- 9.7. Any Intellectual Property jointly developed shall be jointly owned by KKUIC and York with a licence to each Party to use such Intellectual Property.
- 9.8. Neither of the Parties will do, or authorise any third party to do, any act which would or might invalidate or might be inconsistent with any Intellectual Property of any other or which would or might prejudice the distinctiveness or goodwill therein and will not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect.
- 9.9. Each Party will notify the other Party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property.

- 9.10. Each Party may withdraw any materials where they have been altered or incorporated into other material in such a way as to jeopardise its integrity, and in the event of such withdrawal the other Party shall immediately cease using such material for any purpose and shall, if requested, destroy all copies thereof.
- 9.11. York grants to KKUIC a licence to use York Trade Marks, and KKUIC grants to York a licence to use KKUIC Trade Marks. These licences are granted on a non-exclusive, worldwide, and royalty-free basis, for the Term, for use solely in connection with the performance of the Parties' obligations, and the exercise of their rights, under, or as contemplated by, this Agreement.
- 9.12. Each Party shall comply with the guidance on the use of the other's logo, brand, name and Trade Marks as set out in this Agreement, or as otherwise notified in writing to the relevant Party from time to time.

## **10. Indemnity and Liability**

- 10.1. The parties undertake to make no claim in connection with this Agreement or its subject matter against any employees, students, agents or appointees of the other party (apart from claims based on fraud or willful misconduct). This undertaking is intended to give protection to individuals: it does not prejudice any right which a Party might have to claim against any other Party.

## **11. Compliance with Laws**

- 11.1. KKUIC recognises that York is subject to a number of legal and regulatory compliance requirements. KKUIC will not put York in breach of any of York's obligations under these regulatory and compliance requirements. KKUIC will provide reasonable assistance to York to allow York to comply with these regulatory and compliance requirements.

## **12. Prevention of Fraud**

- 12.1. KKUIC acknowledges that York must satisfy the requirements of the Economic Crime and Corporate Transparency Act 2023 (when it comes into force) to ensure that York does not commit the offence of failing to prevent fraud, and KKUIC shall:
  - 12.1.1. ensure that fraud is not taking place in any part of its business or in any part of its supply chains;
  - 12.1.2. not engage in any activity, practice or conduct that could constitute a fraud offence as set out in the Economic Crime and Corporate Transparency Act 2023;
  - 12.1.3. have and maintain throughout the term of this Agreement its own policies and procedures to prevent the facilitation of fraud by its employees, agents, subsidiaries and any person providing services for and on behalf of KKUIC and enforce them where appropriate;
  - 12.1.4. promptly report to York any fraud offence committed by any employee, agent, subsidiary or person providing services for and on behalf of KKUIC; and
  - 12.1.5. from time to time, at the request of York, confirm in writing that it has complied with its obligations under this clause 12 and provide any supporting evidence of compliance as York may reasonably request.

## **13. Termination of Agreement**

- 13.1. Either Party shall have the right at any time by giving six months' written notice to the other to terminate this Agreement.
- 13.2. Either Party shall have the right at any time by giving written notice to the other to terminate this Agreement immediately if:
  - (a) the other Party commits a material breach of the provisions of this Agreement which is not capable of remedy; or
  - (b) other Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied within 28 days of a written request from another Party to do so; or

- (c) at any time it is unlawful for either Party to perform any of its obligations under this Agreement; or
- (d) any step, application, order, proceeding or appointment is taken or made by or in respect of the other Party for a distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if that other party is unable to pay its debts or if any event occurs which, under the applicable law of any jurisdiction to which it is subject, has an effect similar to that of any of the events referred to in this clause 13.2(d);
- (e) the other Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or
- (f) the other Party ceases or threatens to cease to carry on the operations customarily carried on by it; or
- (g) either Party loses its licence or accreditation to deliver its obligations under this Agreement; or
- (h) the other Party engages in behaviour or activities which causes damage or could cause damage to the reputation or goodwill of the Party seeking to terminate; or
- (i) any other event or series of events occurs which, in the reasonable opinion of that Party, renders it impossible to observe and fulfil the terms of this Agreement; or
- (j) the continuation of this Agreement would represent a demonstrable reputational risk to the terminating Party;
- (k) there is at any time any material change in the operations, management or structure of the other Party which in the reasonable opinion of the terminating Party means that the other Party is substantially impaired in the performance of its obligations hereunder; or
- (l) any other event or series of events occurs which, in the reasonable opinion of the terminating Party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement; or
- (m) the relationship breaks down due to the actions of the other Party and the terminating Party considers that the relationship is irreconcilable; or
- (n) either Party has reasonable concerns regarding the financial standing of the other.

13.3. Each Party shall give notice in writing to the other Party immediately upon becoming aware of any event which may trigger the provisions of clause 13.2. If the event affects only KKUIC, York, at its sole discretion, may elect to continue the Agreement. If this is the case, KKUIC shall provide all information required by York to secure re-approval of the Partnership through its own internal processes and KKUIC shall pay any costs incurred by York in doing so.

13.4. Termination of this Agreement for any reason shall not extinguish, prejudice or affect any rights that may have accrued to a Party prior to the date of termination.

13.5. Upon termination or expiry of the Agreement:

- (a) no new Students shall be admitted to the Progression routes contemplated by this Agreement;
- (b) all promotion, marketing and/or advertisement of the Partnership shall cease; and
- (c) both Parties shall continue to operate the Partnership for Students enrolled on the York Programme as at the date of termination or expiry.

#### **14. Data Protection**

14.1. The Parties shall comply with their respective data protection obligations pursuant to applicable laws and regulations to which they are subject and shall not put the other Party in breach of those obligations. The Parties accept that the details of their obligations relating to data protection will depend on the nature of their collaboration and the Parties will, if required, enter into a separate legally compliant data sharing agreement and shall comply with their respective obligations therein. Until such a data sharing agreement has been entered into, the Parties shall not share any personal data.

#### **15. Confidentiality and Freedom of Information**

15.1. Unless expressly authorised by, and subject to any obligations of this Agreement, each Party agrees to keep confidential any information or data or other material which is

communicated

to it as confidential, or the disclosure of which may be clearly prejudicial to the other Party. Notwithstanding the above, a Party is entitled to disclose confidential information which: (i) it is required to disclose by law or by order of a court of competent jurisdiction or governmental, supervisory or regulatory body; (ii) it has, in a lawful manner, obtained from a third party without breaching any obligation of confidentiality; or (iii) it has developed independently; or (iv) has become public knowledge, other than as a result of a breach by the Party of its obligations under this confidentiality clause.

15.2. The Partner acknowledges York's obligations under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and cooperate with York to enable York to comply with these information disclosures requirements.

15.3. York shall be responsible for determining at its absolute discretion whether any information:

- (d) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or
- (e) is to be disclosed in response to a request for information, and in no event shall KKUIC respond directly to a request for information unless expressly authorised to do so by York.

15.4. The Partner acknowledges that York may be obliged under the FOIA, or the EIR, to disclose information:

- (a) without consulting with the Partner; and
- (b) following consultation with KKUIC and having taken its views into account.

15.5. Each Party shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the other Party to inspect such records as requested from time to time upon reasonable notice.

15.6. This Clause 15 shall continue in force after the termination or expiry of this Agreement.

## **16. Binding Agreement**

16.1. This Agreement shall be binding upon the legal representatives, successors-in-title and permitted assigns of both Parties.

## **17. Variation**

17.1. Proposed amendments to this Agreement during its period of operation shall require the approval of both parties and confirmed in writing and appended to this Agreement.

## **18. Entire Agreement**

18.1. This Agreement, and the attached appendices, constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous Agreements or communications.

## **19. Assignment**

19.1. No assignment of any right or interest and no delegation of any obligation under this Agreement may be made without the express prior written consent of the other Party (not to be unreasonably withheld or delayed). Any attempted assignments or delegations without consent will be deemed void.

## **20. Force Majeure**

20.1. Neither Party shall be liable for failure to perform its obligations under this Agreement, nor give rise to any claim for compensation or damage nor be deemed to be in breach of this Agreement, if such failure arises from an event reasonably beyond the control of that Party (a "Force Majeure Event"). If any Party is affected by a Force Majeure Event (the "Affected Party"), it shall give written notice without delay to the other Party. If the Force Majeure Event causes a delay of ninety days or more, and such delay may reasonably be anticipated to continue, then the other Party may terminate this Agreement by giving written notice to the Affected Party.

## **21. Non-reliance**

- 21.1. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty made or given, or purportedly made or given, by or on behalf of the other Party (whether made negligently or innocently) other than as expressly set out in this Agreement.

## **22. Severability**

- 22.1. If any provision of this Agreement is found by any competent court to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

## **23. Waiver**

- 23.1. No failure or delay by a Party in exercising any right or remedy provided under this Agreement or by Law shall constitute a waiver of that (or any other) right or remedy and nor shall it preclude or restrict its further exercise. In addition, no single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

## **24. Third Party Beneficiaries**

- 24.1. No one who is not a party to this Agreement is intended to or may benefit from its terms because of the Contracts (Rights of Third Parties) Act 1999.

## **25. Notice and Other Communication**

- 25.1. Notice or other communication, other than day-to-day communication, in connection with this Agreement shall be in writing. The address of each party is:

INTERNATIONAL COLLEGE OF KHON KAEN UNIVERSITY (KKUIC)  
2nd Floor, Academic Centre and Fundamentals Learning Building,  
Khon Kaen University, Khon Kaen 40002  
Email: benoit@kku.ac.th

University of York  
International Recruitment, Partnerships and Mobility, University of York, Heslington, York,  
YO10 5DD, United Kingdom  
Email: global-teaching-partnerships@york.ac.uk

- 25.2. Notices sent by post shall be deemed delivered five working days after posting (a “working day” being a day, other than a Saturday, Sunday, or public holiday in England). Notices sent by email shall be deemed to have been served at the time of receipted transmission.

## **26. Counterparts**

- 26.1. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

## **27. Governing Law and Jurisdiction**

- 27.1. This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales and each of the Parties irrevocably submits to the exclusive jurisdiction of the English Courts.

**SIGNATORIES TO THE AGREEMENT**

*In witness whereof the parties have executed this Agreement through their authorised representatives.*

SIGNED BY AND ON BEHALF OF THE UNIVERSITY OF YORK



Professor Tracy Lightfoot  
Pro-Vice-Chancellor for Teaching, Learning and Students

Date: 15/12/2025

SIGNED BY AND ON BEHALF OF KHON KAEN UNIVERSITY



Assistant Professor Sirimonbhorn Thipsingh  
Dean of the International College of Khon Kaen University

Date:

## Schedule 1 – The Programme(s)

Details of The Programme(s) shall be set out in this Schedule.

<b>Schedule 1.1</b>	
<b>KKUIC Programme titles</b>	(B.B.A.) in Global Business Management (GBM) (B.B.A.) in International Marketing (IM) (B.B.A.) in International Entrepreneurship (IE)
<b>York Programme title(s)</b>	M.Sc. in Management M.Sc. in International Business and Strategic Management M.Sc. in International Business M.Sc. in International Strategic Management M.Sc. in Accounting and Management M.Sc. in Global Marketing M.Sc. in Human Resource Management M.A. in Social and Public Policy M.A. Global Business and Public Policy M.A. in Social Research MSc Business Analytics MSc Logistics and Supply Chain Management MSc Entrepreneurship and Innovation Management
<b>Entry points</b>	September intake
<b>Entry requirements to York's programme(s)</b>	As defined for the relevant academic entry year on the relevant course listing advertised on the York website at <a href="https://www.york.ac.uk/study/postgraduate-taught/">https://www.york.ac.uk/study/postgraduate-taught/</a> , including any relevant language requirements.
<b>Approved location(s) of delivery of York's programme(s)</b>	University of York, UK
<b>Date of first intake of Students to York</b>	September 2026
<b>Variations to the standard financial arrangements if any)</b>	Detailed in Schedule 2 - Financial Provisions
<b>Details of Progression routes (programme type and title)</b>	progression agreement, 4+1: Students will study at KKUIC on one of the aforementioned programmes for four years and on successful completion and satisfaction of York entry requirements will progress to one of the courses outlined above.

## **Schedule 2 – Financial Provisions**

1. Students admitted to KKUIC Programme under this Agreement shall be responsible for payment of all fees including tuition fees to KKUIC for each year of study while the Student is Registered at KKUIC and to York for each year of study while the Student is Registered at York. Tuition fees payable to York shall be at the rate for international students from time to time in force, which shall be notified to KKUIC annually.
2. KKUIC and York will determine the timing and method of payment of tuition fees and will advise Students accordingly.
3. Additional expenses may be incurred by students enrolled on KKUIC Programme in respect of non-academic or non-obligatory facilities, services and functions provided by York which expenses shall be borne by Students.
4. Students enrolled at York are solely responsible for the expenses of accompanying spouses and/or dependants.
5. To facilitate recruitment of Students to the York Programmes, York will provide a £4,000 tuition fee discount to eligible KKUIC students participating in this progression programme. This will be applied as a discount to the advertised tuition fee rate and Students invoiced for the remainder of the tuition fees.