

QS Consultancy Terms

Description

Last updated: 20th May 2024

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QS CONSULTANCY TERMS

1. Interpretation

The definitions in this clause apply in these QS Consultancy Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the QS General Terms and Conditions.

Deliverables: the items to be delivered by QS to the Customer as part of the QS Consultancy Services, as specified in the Proposal.

Proposal: the bespoke proposal presented to the Customer by QS that specifies the QS Consultancy Services and Deliverables to be provided to the Customer.

QS Consultancy Services: the service(s) and Deliverables being provided to the Customer and as specified in the Proposal.

2. Consultancy Procedure And Timeline

2.1 As soon as reasonably practicable following the Commencement Date, or as otherwise set out in the Proposal, QS will contact the Customer to commence the QS Consultancy Services.

2.2 The Customer shall submit to QS any required data and/or information in the format specified to QS in a timely manner and as accurately as possible.

2.3 Following the submission of all of the requested data and information by the Customer, QS will evaluate the data and information and deliver the consultancy presentation and report. The Customer agrees that, whilst QS shall use all reasonable endeavours to meet any timescales specified within these terms or the Proposal, that time shall not be of the essence in this regard. Where submission of the data and information, (either initially, or in response any subsequent requests for information) is delayed, and such delay is as a result of a delay by the Customer, then QS shall be entitled, without penalty, to an extension of the time equal to the delay to complete the report. If the Customer has not submitted the requested data and information (either initially or in response to any subsequent requests for information) within a reasonable period of time then QS reserves the right to produce the Deliverables based on the information received as at that date. The Customer agrees that receipt of such Deliverables shall constitute full and final satisfaction by QS of its obligations under clause 3

below.

3. Deliverables:

Upon completion of the consultancy period, and payment of the relevant Fees the Customer will receive the Deliverables from QS.

4. QS Consultancy Integrity and Independence:

4.1 The QS Consultancy Services are based on the critical knowledge, data and expertise of QS which is undertaken with the strictest process integrity, quality control and transparency.

4.2 The QS Consultancy Services have no direct relation to inclusion in or improvement in any international rankings relevant to the higher education sector, whether produced by QS or otherwise.

5. Data Ownership

5.1 Customer agrees that all proprietary and Intellectual Property Rights in the QS Consultancy Services and all QS Consultancy Services data, rankings and all other content shall at all times be the property of QS

5.2 The Customer shall have the right to use the Deliverables for the purposes and time periods specified in the Proposal.

5.3 The Intellectual Property Rights in the information and other material provided by the Customer to QS during the provision of the QS Consultancy Services shall, at all times, remain vested in the Customer. The Customer hereby grants to QS a worldwide, irrevocable, royalty free license to use the same for the legitimate business purposes of the QS Group.

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