

QS Stars Terms

Description

Last updated: 20th May 2024

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QS STARS TERMS

1. Interpretation

The definitions in this clause apply in these QS Stars 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.

Audit Report: means the completed report submitted by QS to the Customer that details the results of a QS Stars Audit.

Commencement Date: as specified in the Order, or an alternative date agreed upon in writing by the Parties, but which must be within a maximum of 3 months from the contract signature date.

Data Collection Platform: the system operated by QS and used by QS Stars customers to collect and submit evidence for a QS Stars Audit.

Initial Term: Means the period specified in the Order.

Licence: Means the non-transferable, revocable, worldwide right granted by QS to the Customer to advertise or promote the results of the QS Stars Audit publicly, including the right by the Customer to use any graphics and/or badges relating to the Audit Report which are provided to the Customer by QS as part of the Services. The Licence shall subsist for the duration of the QS Stars Services and in accordance with these Terms. The Licence shall terminate on the date of termination of the QS Stars Services.

QS Stars Audit: an audit, undertaken by or on behalf of QS, of the Customer's characteristics that are identified as auditable within the QS Stars methodology.

QS Stars Services: the QS Stars Audit, Audit Report and Licence.

Subsequent Term: the period of time (being equal in length of time to the Initial Term) which begins at either (a) the time at which the Initial Term finishes; or (b) the end of each Subsequent Term thereafter.

2. Renewal Term

2.1 The agreement to provide QS Stars Services in accordance with the Order shall commence on the Commencement Date and continue for the Initial Term and thereafter will automatically renew for each Subsequent Term unless terminated in accordance with either this clause 2 or with the General QS Terms and Conditions.

2.2 The Customer or QS are able to terminate the agreement at the conclusion of the Initial Term or at the conclusion of each Subsequent Term thereafter by giving the other party written notice of termination no later than 90 days prior to the end of the Initial Term or Subsequent Term as applicable. Such notice of termination will then take effect upon the completion of the Initial Term or at the completion of the Subsequent Term as applicable.

3. Audit Procedure And Timeline

3.1 As soon as reasonably practicable following the Commencement Date QS will provide Customer with access to the Data Collection Platform.

3.2 The Customer shall submit the required data and information in the format specified to QS via the Data Collection Platform or by such other method agreed by the Parties no later than 90 days after the Commencement Date. The Customer shall answer questions put to it by QS, and provide any relevant supporting materials, data or documents requested by QS, in a timely manner and as accurately as possible.

3.3 QS will evaluate the data and information and deliver the QS Stars Audit results within 90 days of the date of final submission of all of the requested data and information by the Customer. Where submission of any of the data and information is delayed 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 in order to complete the audit. The Customer agrees that, whilst QS shall use all reasonable endeavours to meet any timescales specified within these terms, that time shall not be of the essence in this regard.

3.4 At the expiry of the Initial Term and each Subsequent Term thereafter a new QS Stars Audit will commence unless the agreement has been terminated in accordance with clause 2 of these Terms.

4. Deliverables

4.1 Upon the completion of a QS Stars Audit, and payment of the relevant Fees the Customer will receive from QS:

1. QS Stars Audit Report in PDF format
2. QS Stars Certificate in PDF format

4.2 QS will provide a selection of graphics for use by the Customer, during the term of the Licence, to reflect the result of their QS Stars Audit. This will include, but may not be limited to, QS Stars badges for overall and category-level results of sufficient quality for print and web deployment, in JPG, PDF, and PNG formats.

5. Use of QS Stars Badges And Publication Of Results:

5.1 The Customer is granted the Licence by QS provided that the Customer has not opted out of

publication of the results in accordance with clause 5.2 of these Terms.

5.2 QS will publish the full results of the QS Stars Audit on QS websites within 30 days of completion of the Audit Report. The results of the Customer's QS Stars Audit may also be advertised through QS's websites, publications, social media accounts and other means deemed appropriate by QS. The Customer can opt out of such publication by QS by providing written notice of such opt out to QS within 7 days of the QS Stars Audit Report being sent to the Customer by QS. For the avoidance of doubt such opt out by the Customer will not vary either the term of the agreement or the Fees payable by the Customer.

5.3 At the date of termination of the Licence the Customer shall cease to use the graphics provided by QS in accordance with clause 4.2 above. For the avoidance of doubt use of such graphics by the Customer after the Licence termination date shall constitute a material breach of these Terms.

6. Payment Terms

The Customer agrees and understands that QS may change the fees for the QS Stars Service with effect from the start of each Subsequent Term by giving the Customer at least 120 days' prior written notice.

7. Data Ownership

7.1 All Intellectual Property Rights in the QS Stars Service and all data, rankings and all other content shall at all times be the property of QS and will only be used by the Customer in accordance with the Licence granted in clause 5.1 of these Terms.

7.2 The Intellectual Property rights in the information and other material provided by the Customer in the course of a QS Stars Audit shall, at all times, remain vested in the Customer but the Customer hereby grants QS a worldwide royalty free license to use the same for purposes of its business.

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