

CHAPTER 2

REGISTRATION OF POST SECONDARY & TERTIARY INSTITUTIONS

2.0 INTRODUCTION

Section 8(2) (c) of the Accreditation Council of Trinidad and Tobago Act, Chapter 39:06 (hereinafter referred to as "the Act") states that one of the functions of the Council is: "(c) to register post secondary institutions, foreign and local, which offer programmes in Trinidad and Tobago;"

In order for the Council to determine whether an institution meets the criteria and standards for registration as a post secondary or tertiary institution, the institution is required to submit to an evaluation by the Council. This is to ensure compliance with the Council's criteria and standards to satisfy the registration requirements. In circumstances where the institution does not meet the Council's criteria and standards for registration, and the Council believes that the institution will be able to do so within a reasonable timeframe, the Council may grant provisional registration for a period of one (1) year to allow the institution to make the necessary improvements which will enable it to satisfy the Council's criteria and standards for Registration.

In cases where the institution wishes to be registered using a title that is protected pursuant to Sections 8(2)(i) and 26(1) of the Act, it shall secure the Council's approval to use this title prior to engaging in the registration process (*See Chapter I: Conferment of Institutional Title*).

Registered Institution status may be granted for a maximum period of three (3) years, for initial registration, after which the institution must re-apply and be re-evaluated in order to be granted Continuing Registered Status. Registered institutions are required to submit a Registered Institution Annual Report (RIAR) and pay an annual registration fee as determined by the Council.

An institution that has met all the requirements to be registered shall be issued a *Certificate of Registration* by the Council and placed on the *Register of post secondary and tertiary institutions* at the line Ministry in accordance with Sections 8(2)(s) and (3) of the Act.

2.1 POLICY FOR REGISTRATION

A post secondary or tertiary institution must satisfy the Council's **Criteria for Registration** in order to be registered.

The following are the Council's criteria on the registration of post secondary and tertiary institutions:

2.1.1 LEGAL, POLICY AND REGULATORY REQUIREMENTS

The institution's activities comply with legal, policy and regulatory requirements.

2.1.2 GOVERNANCE AND ADMINISTRATION

The corporate governance structure and administration at the institution shows the institution's commitment to achieving the establishment, maintenance and continual improvement of the Quality Management System.

2.1.3 QUALITY MANAGEMENT SYSTEM

The institution has a well-planned Quality Management System that is in keeping with its vision, mission, values, goals, policies, processes, organisational structure, responsibilities and resources in order to assure the quality of educational outcomes.

2.1.4 RESOURCE MANAGEMENT

The financial, physical, material and human resources essential to the institution's operational activities are identified, procured and allocated for optimal utility.

2.1.5 TEACHING-LEARNING PROCESS

The institution has a plan for the various stages in its teaching-learning process including, but not limited to, design, development, approval, implementation, monitoring, review and evaluation.

2.1.6 REVIEW AND CONTINUAL IMPROVEMENT

The institution's management reviews its Quality Management System at planned intervals and continually improves it to ensure that it is relevant, adequate, efficient and effective with inputs from key stakeholders.

Annex 2 contains the Criteria, Standards and non-exhaustive examples of Evidence Required for Registration. This list may be amended by the Council in its absolute discretion from time to time.

Appendix 1 - Registration Process

2.2 DECISIONS ON REGISTERED STATUS

2.2.1 INITIAL REGISTERED STATUS

Following the evaluation of an institution for initial registration the Board examines the Report containing recommendations of the External Evaluation Team and based on the findings of the External Evaluation Team, may,:

- (a) Grant Registered Status to the institution for a period of 3 years
- (b) Grant Registered Status to the institution for a period of 2 years
- (c) Grant Registered Status to the institution for a period of 1 year
- (d) Grant Provisional Registered Status
- (e) Grant Extension of Candidacy
- (f) Deny Registered Status

2.2.2 CONTINUING REGISTERED STATUS

CONTINUING REGISTRATION PROCESS

- 2.2.2.1 In order to continue to operate as post secondary or tertiary institution, an institution must, prior to the expiration of its period of registration, apply for continuing registration and undergo the continuing registration process.
- 2.2.2.2 To be eligible for continuing registration an institution must provide evidence that it has satisfactorily addressed all outstanding recommendations made by the Council/ the External Evaluation Team in relation to the institution's previous application for registration through the submission of Progress Reports.
- 2.2.2.3 An institution must also demonstrate continued compliance with the criteria for registration and the General Conditions for Registration of Post Secondary and Tertiary Institutions through submission of Registered Institution Annual Reports (RIARs).
- 2.2.2.4 An institution **must** submit a Letter of Intent to apply for continuing registration no later than nine (9) months prior to the expiration of its registration period.
- 2.2.2.5 An institution that is eligible for continuing registration **must** submit a completed application that satisfies the standards identified in the Standards for Continuing Registration no later than six (6) months prior to the expiration of its period of registration.
- 2.2.2.6 The site visit for continuing registration shall, as far as possible, take place no less than three (3) months prior to the expiration of registered status.
- 2.2.2.7 In instances where the institution's registered status expires while undergoing the continuing registration process, irrespective of the reason for this expiration, Continuing Registered Status, if granted, will take effect from the expiration date of the previous registration period to ensure that the institution's operations were not in breach of Section 26 of the Act

Annex 6 contains the Standards for Continuing Registration.

Following the evaluation of an institution for continuing registration the Board examines the Report containing recommendations of the External Evaluation Team and may, based on the findings of the External Evaluation Team:

- (a) Grant Continuing Registered Status for a period of three (3) years
- (b) Deny Continuing Registered Status

An institution undergoing review for continuing registration may request an extension to its status (See Section 2.3.3 - Extension of Registered Status).

Annex 3 details Decisions on Registered Status.

2.3 MAINTAINING REGISTERED STATUS

2.3.1 CONDITIONS OF REGISTRATION

2.3.1.1 Registered status shall be conferred subject to:

- i. the institution's entering into the "General Conditions of Registration for Post Secondary and Tertiary Institutions" agreement with the Council.
- ii. the institution paying an annual registration fee on the anniversary date of the grant of registered status in an amount that is based on the student enrolment at the institution, with the exception of cases where the institution has been awarded:
 - (a) Candidacy for Institutional Accreditation, or
 - (b) Institutional Accreditation

Annex 4 contains the General Conditions of Registration for Post Secondary and Tertiary Institutions which may be amended by the Council in its absolute discretion from time to time.

2.3.2 TRADEMARK LICENCE AGREEMENT

Upon registration, an institution may enter into a Trademark Licence Agreement with the Council which will allow the institution to use the Council's "Registered Institution Logo". The institution shall have no right to use the Council's "Registered Institution Logo" if it elects not to enter into the Trademark Licence Agreement.

Annex 5 contains the Trademark Licence Agreement for Registered Institutions which may be amended by the Council in its absolute discretion from time to time.

2.3.3 EXTENSION OF REGISTERED STATUS

- 2.3.3.1 An institution may request an extension of its registered status no less than three (3) months prior to the expiration of its registered status.
- 2.3.3.2 The institution must submit a Show-Cause letter to the Executive Director, ACTT in order to be considered for this extension. The Show Cause letter must detail the reasons for the request and a determination will be made by the Board of Directors of the Council as to whether the reasons outlined by the institution in its Show Cause letter merit the grant of the requested extension.
- 2.3.3.3 Where applicable, an extension of registered status will be granted, for a period not exceeding six (6) months, at the discretion of the Board of Directors of the Council who will review each application for extensions on a case-by-case basis.

2.3.4 LATE APPLICATIONS FOR CONTINUING REGISTRATION

- 2.3.4.1 An application for continuing registration submitted later than six (6) months prior to the expiration of its existing registered status shall be considered a late application.
- 2.3.4.2 Institutions submitting late applications shall be required to pay a late application fee as determined by the Council.
- 2.3.4.3 The Council cannot guarantee that the continuing registration process on a late application will be concluded in sufficient time so as to allow the institution to maintain registered status.
- 2.3.4.4 An institution that submits a late application and/or is not able to maintain its registered status shall not:
 - a) advertise or enrol new students for any programmes under the purview of the Council.
 - b) use the Council's "Registered Institution Logo" to advertise any of its programmes
 - c) affix the Council's "Registered Institution Logo" on its letterhead, publication or any other document
- 2.3.4.5 Without prejudice to the provisions of 2.3.4.4, where the institution submits a late application for continuing registration and is

subsequently granted continuing registered status, the Council shall, where the circumstances so require, be entitled to grant the continuing registered status effective from the date of expiration of the institution's initial application.

2.4. REVOCATION, WITHDRAWAL, TERMINATION AND DENIAL OF REGISTERED STATUS

2.4.1 REVOCATION OF REGISTERED STATUS

2.4.1.1 The Council reserves the right to determine the conditions under which it will revoke an institution's registered status. These include, but are not limited to the institution's:

- (a) non-compliance with the Criteria, Standards and Evidence Required for Registration (See Annex 2)
- (b) failure to comply with the General Conditions of Registration for Post Secondary and Tertiary Institutions and/or Trademark Licence Agreements (See Annex 2)
- (c) non-payment or payment of fees at any time after the date(s) on which the institution is required to pay such fees
- (d) failure to submit annual reports as required
- (e) declaration of bankruptcy, insolvency, the winding up of its operations and/or the occurrence of any event which bears similar and/or the same legal effect
- (f) fraud or breach of contract
- (g) non-compliance with internal systems, policies, processes and procedures that affect the quality of the institution's offerings to students

2.4.1.2 An institution whose registered status is to be revoked shall be notified in writing by the Council and shall be informed of the consequences of revocation. The consequences of revocation of registered status include but are not limited to:

- (a) The line Ministry will be notified that the institution's status has been revoked and will further be advised to remove the name of the institution from the Register in accordance with Section 26 of the Act
- (b) The institution will be removed from the Council's list of registered institutions, publications and website

- (c) The institution must cease to operate as a post secondary or tertiary institution with effect from the date its registered status is revoked
- (d) The institution shall not advertise, register or enrol new students for any post secondary or tertiary programmes
- (e) The institution shall not use the Council's "Registered Institution Logo" to advertise any of its programmes
- (f) The institution shall not affix the Council's "Registered Institution Logo" on its Collateral Material as defined in the Council's Trademark Licence Agreement

Where an institution has had its Registered status revoked, it shall enter into a teach-out arrangement(s) to facilitate the completion of courses of study of those students enrolled at the institution at the time its status was revoked. Any such teach-out arrangement(s) require(s) the Council's prior written approval.

For approval by the Council, a teach-out arrangement must:

- i. be between the institution whose status is revoked and institution(s) that are registered, accredited or recognised;
- ii. be consistent with applicable standards and policies of the Council; and,
- iii. provide for the equitable treatment of students by ensuring that the institution that is receiving the students in a teach-out agreement:
 - (a) has the necessary experience, resources, and support services to provide an educational programme that is of acceptable quality and reasonably similar in content, structure, and scheduling to that provided by the institution that is ceasing its operations; and
 - (b) demonstrates that it can provide students with access to the required programme and services.

The Council may, in its absolute discretion, take such steps as are necessary to verify that the teach-out arrangement/agreement meets the above stated requirements.

An institution which has had its registered status revoked, may re-apply for initial registration. However, it must wait no less than one anniversary (1) year before re-submitting its application for registration.

2.4.2 WITHDRAWAL FROM THE REGISTRATION OR CONTINUING REGISTRATION PROCESS

- 2.4.2.1 An institution may choose to withdraw its application for initial registration or continuing registration no less than five (5) working days prior to the site visit. Withdrawal must be communicated by the institution via formal correspondence addressed to the Executive Director, indicating the reasons for withdrawal.
- 2.4.2.2 An institution that has withdrawn its application for continuing registration must abide by the following conditions upon the expiration of its existing registered status:
- (a) the institution shall cease to operate
 - (b) the institution shall not advertise or enrol new students for any post secondary or tertiary programmes.
 - (c) the institution shall not use the Council's "Registered Institution Logo" to advertise any of its programmes.
 - (d) the institution shall not affix the Council's "Registered Institution Logo" on its Collateral Material as defined by the Trademark Licence Agreement
- 2.4.2.3 An institution that has withdrawn its application for continuing registration will be notified in writing that its name will be removed from the Council's list of registered institutions, publications and website, and from the Ministry's *Register of Post Secondary and Tertiary Institutions*.
- 2.4.2.4 An institution may re-apply for initial registration or continuing registration after withdrawal. However, it must wait no less than one (1) year before re-applying.

2.4.3 REQUEST FOR TERMINATION OF REGISTERED STATUS

- 2.4.3.1 An institution may request termination of its registered status with the Council. A request for termination must be communicated by the institution via formal correspondence addressed to the Executive Director, indicating the reasons for and the desired date of termination.
- 2.4.3.2 An institution that has requested termination of its registered status shall, with effect from the date of termination:

- (a) have its name removed from the Register of Post Secondary and Tertiary Institutions of the line Ministry
- (b) be removed from the Council's list of registered institutions, publications and website
- (c) not offer post secondary or tertiary programmes
- (d) not advertise any current or new programmes or register new students for any programmes under the purview of the Council
- (e) not use the Council's "Registered Institution Logo" to advertise any of its programmes

2.4.3.3 The line Ministry shall be notified of the institution's termination of its registered status and advised to remove the name of the institution from the *Register of Post Secondary and Tertiary Institutions*.

2.4.3.4 An institution that has had its registered status terminated may seek registration at a later date. In such cases, the institution must wait no less than one anniversary (1) year before re-applying.

2.4.4 DENIAL OF REGISTERED STATUS

An institution may be denied registered status by the Board on the advice of an External Evaluation Team. A public disclosure notice will be made by the Council to this effect in keeping with the Council's functions pursuant to Section 8 of the Act. An institution that has been denied registered status must wait no less than one anniversary (1) year before re-applying to be registered.

Recommended by:

Executive Director

Signature  Date 16 / 07 / 2014

Approved by:

Chairman

Signature  Date 16 / 1 / 2014


**ANNEXES 1 to 5 for Initial Registration
and Continuing Registration Processes**

Annex 1 Criteria, Standards and Examples of Evidence Required for the Conferment of Institutional Title

CRITERIA, STANDARDS REQUIRED FOR THE CONFERMENT OF INSTITUTIONAL TITLE

CRITERION 1	GOVERNANCE AND ADMINISTRATION
Criterion Statement	<i>The institution is governed, managed and administered effectively, with clear and appropriate lines of accountability for its academic responsibilities. The institution is financially responsible with coherent policies which link resource allocation to its vision and mission statements.</i>
Standard 1.1	The institution has a well organised and legally constituted governing board/body.
Standard 1.2	The institution's governance and administrative structure and practices are congruent with the mission and purpose of the institution.
Standard 1.3	The institution's purpose, mission and institutional goals are appropriate to the classification of the institution.
Standard 1.4	The institution has policies, procedures and the financial capacity to ensure effective resource allocation.
Standard 1.5	The institution's structure supports the attainment of the stated mission and institutional goals.
Standard 1.6	There is a mechanism for seeking and using feedback on the attainment of institutional goals to improve its performance.

CRITERION 2	ACADEMIC STANDARDS: REGULATORY FRAMEWORK
Criterion Statement	<i>The institution has in place an appropriate regulatory framework in terms of documented policies and procedures to govern the award of its qualifications.</i>
Standard 2.1	The institution has clear policies and procedures that govern the award of its qualifications.
Standard 2.2	The institution clearly defines the policies for admission, graduation and withdrawal for all its programmes.
Standard 2.3	The institution's goals for student learning outcomes are clearly defined for each academic programme.

CRITERION 3	ACADEMIC STANDARDS: MECHANISMS
Criterion Statement:	<i>The institution has clear and consistent mechanisms for defining academic standards and identifying levels of qualifications.</i>
Standard 3.1	The institution's academic standards for qualifications are at levels equivalent to similar programmes developed nationally, regionally and internationally.
Standard 3.2	The scope and level of the qualification offered by the institution are congruent with the classification of the institution.

Annex 1 Criteria, Standards and Examples of Evidence Required for the Conferment of Institutional Title

Standard 3.3	The institution continuously reviews, updates and modifies academic standards for continued relevance.
Standard 3.4	The institution demonstrates evidence of its capacity to deliver educational programmes at levels corresponding with its title.
Standard 3.5	The institution has the majority of its students enrolled in programmes of study at levels appropriate to this institutional title.

CRITERION 4	SCHOLARSHIP AND PEDAGOGICAL EFFECTIVENESS
Criterion Statement:	<i>Faculty at the institution possess qualifications and experience required to teach, facilitate learning and undertake assessment to the level of the qualification being awarded.</i>
Standard 4.1	The institution's faculty members are qualified at a level that is appropriate to the level of qualification being awarded.
Standard 4.2	The institution's faculty members are qualified in areas appropriate and relevant to the programmes they deliver.
Standard 4.3	The institution's faculty members maintain a sound understanding of current developments in their relevant fields and engage in the latest pedagogical practices.
Standard 4.4	The institution has carefully designed mechanisms and/or processes for assessment and/or evaluation of student learning.
Standard 4.5	The institution supports and encourages the professional development of staff.
Standard 4.6	The institution conducts research related to the needs of society (if applicable).

CRITERION 5	SUPPORTING ENVIRONMENT FOR PROGRAMME DELIVERY
Criterion Statement	<i>The institution provides an appropriate environment for effective programme delivery through student, academic and administrative support that is effectively monitored.</i>
Standard 5.1	The institution has identified and allocated the appropriate resources to maintain effective programme delivery.
Standard 5.2	The institution has established the relevant physical infrastructure to sustain effective programme delivery.
Standard 5.3	The institution has set mechanisms/systems in place for monitoring the level(s) of student, programme and administrative support.
Standard 5.4	The institution creates an effective learning environment by providing adequate student support services which are monitored.
Standard 5.5	The institution creates an effective learning environment by supporting the evaluation and enhancement of its staff, both academic and administrative.

CRITERIA, STANDARDS AND EVIDENCE REQUIRED FOR REGISTRATION

CRITERION 1	LEGAL, POLICY AND REGULATORY REQUIREMENTS
Criterion Statement	<i>The institution's activities comply with legal, policy and regulatory requirements.</i>
Standard 1.1	The institution has been established as a legal entity.
Narrative Required:	A narrative explaining how and when the institution was legally established.
Evidence Required:	<ul style="list-style-type: none"> • Certificate of Continuance/Certificate of Incorporation bearing the name under which the institution wishes to operate. • Certificate of Amendment, if applicable • Cabinet minute or Act of Parliament showing the establishment of the institution. • Certificate of Conferment of Institutional Title bearing the name under which the institution wishes to operate, if it was established after July 9, 2004, if applicable.
Standard 1.2	The institution demonstrates ownership of and responsibility for assuring access to and the safety of the learning facilities that support and facilitate the learning expected of its students.
Narrative Required:	<p>A narrative giving an overview of its Health and Safety Policy and/or Procedures and detailing:</p> <ul style="list-style-type: none"> • ownership of all sites • when the evacuation procedures and maps were approved • location of the evacuation maps in the institution • how much fire extinguishing equipment is available and date of last inspection • use of Facility Checklist, if applicable
Evidence Required:	<ul style="list-style-type: none"> • Deed or rental agreement/lease • Documented and approved Health and Safety Policy and/or Procedures • Documented and approved evacuation procedures and maps for all sites • Facility Checklist, if applicable

CRITERION 2	GOVERNANCE AND ADMINISTRATION
Criterion Statement	<i>The corporate governance body and management actively show their commitment to achieving the development and continual improvement of the Quality Management System.</i>
Standard 2.1	Institution has a governance structure
Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> the structure and composition of the Governing Body and the interest each member represents responsibilities of the Governing Body the working and reporting relationships between the Governing Body and the Administration the relationship between the Governing Body and any external stakeholder body or interest group to which the Governing Body is accountable, if applicable
Evidence Required:	<ul style="list-style-type: none"> Highlighted sections of the institution's signed and dated bye-laws and/or Board approved policies that give the Board the authority to: <ol style="list-style-type: none"> establish and review basic policies meet regularly ensure financial integrity of the institution gain access to the information necessary for sound judgements Highlighted sections of the institution's signed and dated bye-laws and/or Board approved policies that outline: <ol style="list-style-type: none"> the responsibilities of the executive head of the institution the accountability of the executive head of the institution for effective administration of the institution
Standard 2.2	Institution has a documented and approved Vision Statement.
Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> how the vision was developed /revised, who developed/revised it, when it was developed/ revised and approved consistency of the vision with the philosophy of the institution how the Vision Statement is communicated to stakeholders, that is, where it is displayed in the institution or where can it be found in the institution's documents
Evidence Required:	Documented and approved Vision Statement
Standard 2.3	Institution has a documented and approved Mission Statement.
Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> how the mission was developed/revised, who developed/revised it, when it was developed/ revised and approved consistency of the mission with the purpose of the institution how the Mission Statement is communicated to stakeholders, that is, where is it displayed in the institution or where can it be found in the institution's documents

Annex 2 Criteria, Standards and Examples of Evidence Required for Registration

Evidence Required:	Documented and approved Mission Statement
Standard 2.4	Institution has an approved current organisational structure.
Narrative Required:	A narrative explaining structure, rationale and any unique features of the organisational structure.
Evidence Required:	<ul style="list-style-type: none"> • An approved current organisational chart • Job descriptions for all positions reflected on the organisational chart

CRITERION 3	QUALITY MANAGEMENT SYSTEM
Criterion Statement	<i>The institution has a well-planned Quality Management System that is in keeping with its vision, mission, policies, processes, organisational structure, responsibilities and resources, in order to assure the quality of educational outcomes.</i>
Standard 3.1	Institution has a documented and approved Quality Policy.
Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> • who developed/revised the quality policy • when it was developed/revised • why it was developed/revised – philosophy • how the quality policy statement is communicated to its stakeholders, that is, where is it displayed in the institution or where it can be found in the institution's documents
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved Quality Policy
Standard 3.2	Appropriate personnel have been assigned the duty of establishing, implementing and maintaining the institution's Quality Management System (QMS).
Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> • who is the person(s) assigned the duty of establishing, implementing and maintaining the QMS • appropriateness of the person(s) in terms of their qualifications and/or experience in Quality Management Systems
Evidence Required:	<ul style="list-style-type: none"> • Assignment of the person(s) as the QMS representative(s). This may be in the form of a letter of appointment signed and dated by both parties or minutes of a management meeting <ul style="list-style-type: none"> ◦ Job description of the QMS representative(s), which includes the responsibility of establishing, implementing and maintaining the institution's QMS ◦ Résumé(s) of the QMS representative(s) showing qualifications and/or experience in Quality Management Systems
Standard 3.3	Institution has documented and approved student policies to ensure that quality services are delivered to them.
Narrative Required:	A narrative giving an overview of the student policies submitted (intention/purpose of policies, where they can be found, etc.)
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved Equal Opportunity Policy for students • Documented and approved Grievance/Appeal Policy

CRITERION 4	RESOURCE MANAGEMENT										
Criterion Statement	<i>The resources essential to the institution's operational activities are identified and available.</i>										
Standard 4.1	Institution has documented and approved policies and/or procedures relating to the management of its resources.										
Narrative Required:	A narrative giving an overview of the following policies and/or procedures: <ul style="list-style-type: none">• Human Resources Policy and/or Plan• Physical Resources (Plant and equipment) Policy and/or Procedures• Finance Policy and/or Procedures										
Evidence Required:	<ul style="list-style-type: none">• Documented and approved Human Resources Policy and/or Plan• Documented and approved Physical Resources (Plant and equipment) Policy and/or Procedures• Documented and approved Finance Policy and/or Procedures										
Standard 4.2	Members of staff are competent on the basis of appropriate education, skills and work experience to perform their teaching functions as they relate to quality programme delivery in the institution.										
Narrative Required:	A narrative explaining the institution's minimum requirements for its teaching staff in terms of : <ul style="list-style-type: none">• education (qualifications and training)• teaching experience and pedagogical skills• industry experience										
Evidence Required:	<ul style="list-style-type: none">• Table entitled "Qualifications & Competencies of Faculty –Lecturers, Instructors, Tutors (full-time/part-time)" for all sites. <table><tr><th>Name</th><th>Position (ref. to position stated on org. chart)</th><th>Programme Teaching</th><th>Highest Level Qualification in the areas being taught</th><th>Relevant Work Experience</th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Name	Position (ref. to position stated on org. chart)	Programme Teaching	Highest Level Qualification in the areas being taught	Relevant Work Experience					
Name	Position (ref. to position stated on org. chart)	Programme Teaching	Highest Level Qualification in the areas being taught	Relevant Work Experience							
Standard 4.3	Institution has a documented and approved procedure for maintaining its infrastructure.										
Narrative Required:	A narrative giving an overview of the institution's procedure for maintaining its infrastructure. Infrastructure may include but is not limited to: <ul style="list-style-type: none">• actual buildings, working spaces: classrooms, laboratories, library, lawn• utilities: water, electricity, LPG supply• equipment for the teaching-learning process: accessories, supplies, consumables• support services: transport, bookstore (physical or online), cafeteria										

Evidence Required:	<ul style="list-style-type: none"> Documented and approved procedure(s) for maintaining its infrastructure at all sites including what aspects of the infrastructure are maintained; who is responsible and frequency of maintenance activities Sample instruments used to record maintenance activities for all sites, e.g. a checklist Agreements with external maintenance providers for all sites, if applicable
Standard 4.4	Institution offers reliable access to effective student support services.
Narrative Required:	A narrative giving an overview of how the institution provides access to student support services that include guidance counselling and health care for all sites.
Evidence Required:	<ul style="list-style-type: none"> Documented and approved Student Support Policy Access to a Guidance Officer, that is, <ul style="list-style-type: none"> a formal agreement with the Guidance Officer dates and times when the Guidance Officer will be available résumé of the Guidance Officer Access to Health Care Services, internal as well as external <ul style="list-style-type: none"> internal – location of first aid kits and, if available, a sick bay external – formal agreement with a health care professional or institution
Standard 4.5	Physical resources are relevant and sufficient to meet the institution's needs.
Narrative Required:	<p>A narrative explaining how:</p> <ul style="list-style-type: none"> how the physical resources are relevant and sufficient to meet the institution's needs at all sites how students access library services and resources (print and/or virtual).
Evidence Required:	<ul style="list-style-type: none"> For relevancy, a list of physical resources indicating type and quantity For sufficiency, the institution must prove that its physical resources can in fact meet its needs based on the number of individuals (including students) who will be making use of these resources.
Standard 4.6	Management of the institution plans, makes available and controls the financial resources which are necessary for achieving the institution's objectives.
Narrative Required:	A narrative giving a summary indicating the financial status of the institution, including its assets, sources of income and planned activities.

Evidence Required:	<ul style="list-style-type: none"> • Documented and approved budget which includes projections for both income and expenditure for the current and next period and/or a Business Plan. • Tuition and non-tuition fee structure • Purchasing procedure
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CRITERION 5	TEACHING-LEARNING PROCESS
Criterion Statement	<i>The institution has a plan for the various stages in its teaching-learning process.</i>
Standard 5.1	The institution has documented and approved procedures for assuring quality in its teaching-learning process.
Narrative Required:	A narrative providing an overview of the Programme Approval, Monitoring and Review processes.
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved Programme Approval Procedure • Formal agreements with Awarding Bodies, if applicable • Documented and approved Programme Monitoring Procedure • Documented and approved Programme Review Procedure • Programme Approval Committee that is independent of the academic department/unit that will be offering the programme.
Standard 5.2	Curricula have been designed and developed to enable students to achieve the intended learning outcomes.
Narrative Required:	A narrative listing <u>all</u> programmes currently offered and their nomenclature (for example, Diploma, Bachelor's, Master's, etc.), including transnational programmes (if applicable)
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved Programme specifications that follow the Council's Programme Specification Guidelines for all programmes at Level 3 and above based on the Proposed Tertiary Qualification Framework. • Completed Institutional Profile
Standard 5.3	Institution has documented and approved policies for the programmes being offered.
Narrative Required:	A narrative giving an overview of the policies for the programmes being offered, including but not limited to where they can be found, for example in a Student Handbook, etc.
Evidence Required:	<ul style="list-style-type: none"> • Policies for: <ul style="list-style-type: none"> ○ Admission ○ Tuition, Compulsory and Other Fees ○ Class Attendance ○ Dropping/Adding courses ○ Leave of Absence or Withdrawal ○ Granting of Bursaries, Scholarships and Other Financial Aid ○ Award and Transfer of Credits ○ Award of Qualifications ○ Processing and Disbursing Transcripts
Standard 5.4	The institution has documented and approved procedures for monitoring student learning outcomes.

Narrative Required:	<p>A narrative explaining:</p> <ul style="list-style-type: none"> the assessment strategies used for monitoring student learning outcomes: and the plan for conducting tracer studies <ul style="list-style-type: none"> the persons(s) responsible for distribution, collection and analysis of documentation frequency of tracer study
Narrative Required:	<ul style="list-style-type: none"> Documented and approved procedure used to monitor student learning outcomes/students' assessments, which includes: <ul style="list-style-type: none"> information to be filed in the database details on the operation of the filing system the person(s) responsible for maintaining the filing system Sample of instrument(s) used to monitor student learning outcomes, for example grade sheet report, etc Documented and approved procedures for the identification, storage, protection, retrieval, retention time and disposal of records of assessment Sample of Instrument(s) used to conduct tracer studies

CRITERION 6	REVIEW AND CONTINUAL IMPROVEMENT
Criterion Statement	<i>The institution's management reviews its Quality Management System at planned intervals and continually improves it to ensure that it is suitable, adequate and effective.</i>
Standard 6.1	Institution has a documented and approved procedure for conducting internal quality audits.
Narrative Required:	A narrative explaining the objectives and scope of the internal review
Evidence Required:	<p>Documented and approved internal quality audit procedure which includes:</p> <ul style="list-style-type: none"> how it will be audited (process flow) what activities will be audited, when they will be audited and who will be responsible for auditing the activities (an internal audit schedule) samples of instruments used to conduct the audit.
Standard 6.2	Institution has documented and approved procedures for monitoring stakeholder satisfaction.
Narrative Required:	A narrative explaining who the stakeholders are (for example, students, employers, graduates and if applicable, parents) and the purpose for monitoring stakeholder satisfaction.

Evidence Required:	<ul style="list-style-type: none"> • Documented and approved procedures used to monitor stakeholder satisfaction • Samples of instruments used to collect feedback from stakeholders including : <ul style="list-style-type: none"> ○ students ○ employers ○ graduates ○ parents, if applicable
Standard 6.3	Institution's management has a documented and approved procedure for reviewing its Quality Management System (QMS).
Narrative Required:	A narrative giving an overview of the procedure for conducting management reviews.
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved procedure used by management for reviewing its Quality Management System (QMS)
Standard 6.4	Institution has a documented and approved procedure to continually improve its operations.
Narrative Required:	A narrative giving an overview of its problem solving procedure.
Evidence Required:	<ul style="list-style-type: none"> • Documented and approved problem solving procedure (actual problem and potential problem) • Sample of instruments used to record how and when actual and potential problems are addressed

DECISIONS ON REGISTERED STATUS**Registered Status for a Period of 3 Years**

In order for an institution to be granted registered status for a period of **3 years**, the results of the evaluation must reveal that the institution has a robust Quality Management System (QMS) and that it has adequately satisfied the criteria for registration. It must also provide evidence of this in its Annual Report submitted to the Council.

Registered Status for a Period of 2 Years

In order for an institution to be granted registered status for a period of **2 years** the results of the evaluation must reveal that the institution has a QMS in place and that any gaps identified in the evaluations can be addressed and the evidence satisfying the respective standards submitted to the Council within 3 months in a progress report.

Registered Status for a Period of 1 Year

In order for an institution to be granted registered status for a period of **1 year** the results of the evaluation must reveal that the institution has a QMS in place and that any gaps identified in the evaluation can be addressed and the evidence to satisfy the respective standards, submitted to the Council within 6 months in a progress report.

Provisional Registration Status

In order for an institution to be granted provisional registration for a period of one year it must satisfy the requirements of the following Criteria and Standards:

Criterion 1, Legal, Policy and Regulatory Requirements

- The requirements of all Standards must be met.

Criterion 2, Governance and Administration

- The requirements of all Standards must be met.

Criterion 3 Quality Management System

- The requirements of all Standards must be met.

Criterion 4 Resource Management

- The requirements of Standards 1, 2 and 6 must be met.

Criterion 5 Teaching-Learning Process

- The requirements of all standards must be met.

Criterion 6 Review

- The requirements of Standard 1 must be met.
- The period of provisional registration may be extended for a further period not to exceed one year.

Extension of Candidacy Status

An institution may have its candidacy extended after the site visit when:

- it has become evident that it does not have a well planned QMS in place; and
- the gaps identified are substantial.

The institution must provide all evidence requested by the External Evaluators' report within a maximum period of 6 months from the effective date of the extension. This evidence will be validated at a second site visit. If the institution fails to meet the deadline for re-submission, registration will be denied and it must submit a new application for registration.

Denial of Registration After Extension of Candidacy

An institution that has had its candidacy extended and has failed to satisfy the criteria for registration on the second site visit will be denied registration and cannot submit a new application for registration sooner than one year.

Re-Application of an Institution Denied Candidacy

An institution denied candidacy upon initial application must wait one year before reapplying.

GENERAL CONDITIONS OF REGISTRATION FOR POSTSECONDARY AND TERTIARY INSTITUTIONS

(Issued pursuant to the Accreditation Council of Trinidad and Tobago Act, Chap. 39:06 of the Laws of Trinidad and Tobago ("the Act"))

The following Conditions of Registration (hereinafter referred to as the "Conditions") apply to all postsecondary and tertiary institutions registered with the Accreditation Council of Trinidad and Tobago. These conditions outline a registered institution's obligations after registration.

A. General Provisions:

- (a) These Conditions are effective from and after the time of registration.
- (b) The Council reserves the right to amend these Conditions as it sees fit and will give prior notice to all registered and applicant institutions where this applies.
- (c) The conditions that apply to any postsecondary or tertiary institution may be varied, added to or revoked at any time and as considered appropriate by the Council either in general or in respect of particular matters.
- (d) Registration is non-transferable.
- (e) Registered institutions shall abide by all conditions of registration.
- (f) A registered institution enjoys legal authority to operate a post secondary or tertiary level institution in accordance with the provisions of the Act and these Conditions. The registration of a postsecondary or tertiary institution does not confer accredited status and shall not be deemed to convey any other approval or consent which may be required by any other law, rule, regulation, ordinance or order.
- (g) The Council may, at its discretion, suspend, revoke or cancel a post secondary or tertiary institution's registration:
 - (i) for failure to comply with these Conditions;
 - (ii) for failure to comply with all applicable laws or the orders of any public authority with jurisdiction over the institution's business or affairs;
 - (iii) where any information contained in any application for registration or otherwise supplied by the institution at the request of the Council is found to be false, misleading or incorrect; or,
 - (iv) for violation of any commitment made in an application for registration.

B. Interpretation:

- (a) Unless the context otherwise requires and except as varied or otherwise specified below, words and expressions which are defined in the Act or in the Council's Criteria for Registration shall have the same meanings when used herein.
- (b) "substantive changes" are changes made after registration and include, within limitations:
 - (i) any significant change in the mission, vision or goals of the institution;
 - (ii) any change in the legal status, form of control or ownership of the institution;

- (iii) the addition of programmes that represent a significant departure, in either content or method of delivery, from those that were offered at the time of registration.
 - (iv) the initiation of delivery of 60% or more of a programme's contact hours through distance education or electronic media;
 - (v) the addition of programmes at a qualification or credential level above that which is included in the institution's current registration;
 - (vi) a change in programme duration or credit calculation;
 - (vii) the establishment of additional sites or campuses from which programmes are to be offered;
- (c) "time of registration" means, in relation to a particular applicant, the date of issuance to the date of expiration of a Certificate of Registration issued by the Council to that applicant, except under conditions where registration was suspended, revoked or cancelled.

C. A registered post secondary or tertiary institution shall:

- (a) at all times comply with all laws, the Act, any regulations or rules made under the Act, as well as these Conditions as the same may be amended from time to time;
- (b) apply consistently the quality assurance procedures and at all times maintain the integrity of its QMS approved by the Council;
- (c) submit a Registered Institution Annual Report (RIAR) to the Council in a prescribed format on or before the anniversary date on which registration was granted;
- (d) display its Certificate of Registration at its main campus;
- (e) inform the Council immediately of any issue which impacts on the validity or integrity of its QMS;
- (f) incorporate into its QMS any amendments or developments in the Council's quality assurance framework for post secondary and tertiary institutions, as communicated to the institution from time to time;
- (g) facilitate visits, if requested, by the Council as part of its role in monitoring the institution's activities and the effectiveness of its QMS;
- (h) facilitate visits by the Council to investigate any complaints by stakeholders made against the registered institutions;
- (i) respond promptly to any request for information, statement of concern, complaint or other communication received from the Council;
- (j) use the Council's Registered Institution Logo (RIL) in accordance with the terms outlined in the Trademark Licence Agreement;
- (k) use only the name under which the institution is registered with the Council in all marketing or advertising;

Annex 4 General Conditions of Registration for Post Secondary and Tertiary Institutions

- (l) provide and maintain all premises or equipment for offering programmes in a safe and sanitary condition and in accordance with all relevant laws, regulations and building codes in Trinidad and Tobago;
- (m) maintain physical, financial and human resources adequate for the satisfactory conduct of the programmes of instruction presented in its application for registration;
- (n) notify the Council of its intention to offer any post secondary or tertiary programmes not approved at the time of registration.

D. A registered post secondary or tertiary institution shall not:

- (a) make any substantive change without the approval of the Council;
- (b) use any wording in reference to its registered status other than as stated in Schedule C (Trademark Usage Guidelines) in the Trademark Licence Agreement in its marketing or advertising;
- (c) use the Council's name and Official Logo in its documentation except within the guidelines prescribed by the Council in the Trademark Licence Agreement and in accordance with these Conditions;
- (d) present to prospective students or any other section of the public misleading, false or fraudulent information relating to any programme, employment opportunity, opportunity for further study or opportunities for enrolment at the institution.

(Name of Post Secondary or Tertiary Institution).....agrees to be bound by and to comply with these Conditions of Registration which would take effect from the date of our registration by the Council.

Signature: _____

Name: _____

Position: _____

Date: _____

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

Date: _____

TRADEMARK LICENCE AGREEMENT BETWEEN ACTT AND REGISTERED INSTITUTIONS

This Licence Agreement ("Agreement") is made and is effective as of day of, in the year two thousand and eleven by and between THE ACCREDITATION COUNCIL OF TRINIDAD AND TOBAGO, established as a body corporate by Chap.39:06 (hereinafter called "**Licensor**") whose address and principal place of business is Level 3, Building B, ALGICO Plaza, 91-93 St. Vincent Street, Port-of-Spain, and....., a registered post secondary or tertiary institution with its principal place of business at (hereinafter called "**Licensee**").

WHEREAS, the Licensor is willing to grant the Licensee the right to use the Trademark shown at Schedule **A** solely in accordance with the terms set forth herein.

WHEREAS, the Licensor is the owner of the Trademark, including without any limitation, any trade dress, trade name, logo, design, variations or translations thereof, identified in Schedule A and has the exclusive right to use and license the use thereof.

WHEREAS, Licensor is the principal body in Trinidad and Tobago for conducting and advising on the accreditation and recognition of post secondary and tertiary educational and training institutions, programmes and awards, whether local or foreign, and for the promotion of the quality and standards of post secondary and tertiary education and training in Trinidad and Tobago.

WHEREAS, the Licensor performs the following services: conferment of title, registration, programme approval, recognition, accreditation and other functions as stated under section 8 (2) of Chap.39:06.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF RIGHTS

- A. Licensor hereby grants Licensee the nonexclusive right and licence to use the Trademark shown at Schedule A solely in connection with the labeling, advertising and promotion of Licensee's post secondary and tertiary institution. Licensee shall not have the right to assign, transfer or sublicense in whole or in part any of the rights granted hereunder, except upon the written consent of Licensor, which consent shall be given at the sole discretion of Licensor.
- B. Licensee shall not use the Trademark in its business name or on stationery, business cards or signs, certificates, building directories or telephone listings.

2. TERRITORY

This Agreement applies worldwide (hereinafter, the “Territory”).

3. LICENSEE'S OBLIGATIONS

ANNEX 5 Trademark Licence Agreement between ACTT and Registered Institutions

- A. Licensee recognises and acknowledges that the Trademark and all rights therein and goodwill pertaining thereto belong exclusively to Licensor and that all rights resulting from Licensee's use of the Trademark as permitted hereunder inure to the benefit of the Licensor.
- B. Licensee agrees to safeguard and maintain the reputation and prestige of the Trademark and shall not tarnish the image of or adversely impact the value, reputation or goodwill associated with the Trademark.
- C. Licensee shall at no time adopt or use any variation of the Trademark, including translations, or any mark likely to be similar to or confusing with the Trademark.
- D. Licensee shall not contest or deny the validity or enforceability of the Trademark or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.
- E. Licensee agrees that it shall conduct all development, merchandising, advertising, promotion and performance of its services in a dignified manner, consistent with enhancing the general reputation of the Trademark and Licensor and in accordance with good trademark practice.
- F. Licensee shall not use the Trademark other than as permitted in this agreement attached hereto as Schedule C. Licensee agrees that in using the Trademark, it will in no way represent that it has any right, title or interest in the Trademark other than those expressly granted under the terms of this Agreement. Licensee further agrees that it will not use or attempt to register in the Territory, during the Term of this agreement as specified in Clause 5(A), or at any time thereafter, any mark consisting of or containing the Trademark or any other trademark, trade name or other designation similar in whole or in part to the Trademark, except as specifically permitted by this Agreement.
- G. Licensee agrees to immediately notify Licensor in writing in the event (i) any legal action is instituted against Licensee related to the use of the Trademark or (ii) Licensee becomes aware of any infringement or illegal use by any third party of the Trademark. Licensee shall cooperate fully with Licensor in stopping such infringement or defending or instituting such legal action.

4. QUALITY CONTROL

- A. Licensee shall comply with the Trademark Usage Guidelines at Schedule C and use the Trademark shown at Schedule A only in connection with the registered post secondary or tertiary institution and programmes listed during the registration process that complied with the standards of quality as determined by the Licensor.
- 1. B. If the Licensee uses the trademark in connection with programmes not listed during the registration process, Licensee shall at its expense immediately cease further use of the Licensor's Trademark in connection with those programmes. In addition, Licensee shall also immediately remove the Trademark from all Collateral Material and use its best efforts to recall such Collateral Material or, at a minimum, ensure that any use of the Trademark on Collateral Material is not visible. Collateral Material being documentation, student handbook, advertising, and promotional materials, including, but not limited to (i) sales literature and other sales material, (ii) product data sheets, and (iii) web sites, marketing, communications and public relations materials. **Collateral Material does not include certificates for graduates.**

ANNEX 5 Trademark Licence Agreement between ACTT and Registered Institutions

2. C. All use of the Trademarks in Collateral Material shall be in the form set forth in the Trademark Usage Guidelines at Schedule **C** and contain the relevant attribution statement prescribed in the Trademark Usage Guidelines, (attached hereto as Schedule **C**). In connection with the quality control and approval requirements set forth herein, Licensee agrees to use such forms, procedures and methods of communication as may be specified by Licensor. In addition, Schedule **C** contains Trademark Usage Guidelines that are applicable to this agreement.
- D. In addition to complying with the quality control and approval procedures of this paragraph, Licensee agrees that all Collateral Material shall be of high quality and comply with all laws, rules, regulations and requirements of any governmental or administrative body or voluntary industry standards which may be applicable to the advertising, merchandising, publicity, promotion, sale and distribution of the Collateral Material.
- E. In a continuing effort to improve the quality of education, Licensor requires that Licensee completes a Registered Institution's Annual Report. The Registered Institution's Annual Report being a document which details any changes or developments which may have been made since the effective date of registration of the institution. Licensee shall also cooperate fully in furnishing information to Licensor as requested by Licensor concerning Licensee's activities pursuant to this Agreement.

5. TERM - DURATION, EXPIRATION AND TERMINATION

- A. The term of this Agreement shall commence on the date first above written and shall continue for the period of registration unless earlier terminated as provided herein at which point this Agreement terminates. Furthermore, this agreement is renewable while the institution maintains registered status.
- B. Without prejudice to any other rights, Licensor shall have the right to terminate this Agreement, at Licensor's option, upon written notice to Licensee at any time under the following circumstances:
- (a) If Licensee is unable to pay its liabilities when due, or makes any assignment for the benefit of creditors, or is adjudicated a bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy is appointed;
 - (b) If Licensee fails to meet the Standards of Quality as referred to in Clause 4 of this Agreement; or
 - (c) Use of the trademark in the operation of any business/institution other than the Licensee's registered institution.
 - (d) If Licensee fails to perform any other material term or is in breach of any material condition of this Agreement and such non-performance or breach is not cured after fifteen (15) days written notice by Licensor.
- C. Upon the expiration or termination of this Agreement, all rights of Licensee under this Agreement in the Trademark shall terminate immediately and revert to Licensor. Licensee shall discontinue all use of the Trademark and shall have no further right to advertise, distribute, sell, or otherwise deal in any Licensed Service or utilise the Trademark. Licensee shall also destroy all Collateral Material bearing the Licensor's Trademark.
- D. Licensor reserves all rights to seek the entry of preliminary and permanent injunctive relief for any use of the Trademark other than as provided herein. However, such remedies shall not be exclusive of other legal remedies otherwise available to Licensor.

6. LIQUIDATED DAMAGES

The parties agree that in the event of a material breach of this Agreement by Licensee, the Licensee will pay to the Licensor as liquidated damages and not as a penalty the sum of twenty thousand dollars (\$20,000.00 TT), which represents a reasonable compensation for the loss incurred because of the breach.

7. SEVERABILITY

If any provision of the Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified, if possible, or deleted as the case may be from this Agreement in order to render the remainder of the Agreement and any provision thereof both valid and enforceable.

8. NON ASSIGNMENT

The Licensee shall not assign this Agreement to any third party.

9. INDEMNIFICATION

Licensee will defend, indemnify, and hold harmless Licensor from and against any loss, damages, or liability resulting directly from claims by third parties based on alleged defects or failures of programmes, products and services offered by Licensee's institution. Licensee shall indemnify Licensor from loss, damages or liability resulting from faulty hyperlinks.

10. FORCE MAJEURE

- A. Neither the Licensor nor Licensee shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.
- B. If a "force majeure" delays or prevents Licensee's performance, Licensee shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by Licensor.

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to **Licensor**: The Executive Director
The Accreditation Council of Trinidad and Tobago
Level 3, Building B, ALGICO Plaza,

ANNEX 5 Trademark Licence Agreement between ACTT and Registered Institutions

91-93 St. Vincent Street,
Port-of-Spain, Trinidad

Attention:

If to Licensee: _____

Attention:

12. DISPUTES

All disputes arising with respect to this Agreement shall be governed by the laws of Trinidad and Tobago. Upon mutual agreement by the parties, such disputes may be resolved by arbitration or mediation.

13. RELATIONSHIP OF THE PARTIES

This Agreement does not create a partnership or joint venture between Licensee and Licensor, and Licensee shall have no power to obligate or bind Licensor in any manner.

14. ASSIGNMENT

Neither this Agreement nor all or any portion of the rights licensed to Licensee herein may be assigned by Licensee to a third party without the prior written consent of the Licensor which consent shall not be unreasonably held.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. In addition, this agreement also includes the Schedules attached containing the Licensor's logos and trademark usage guidelines.

IN WITNESS WHEREOF, the Accreditation Council of Trinidad and Tobago (Licensor) and the registered post secondary or tertiary institution (Licensee) have executed this Agreement in duplicate and which Agreement would take effect on the day and year first written above.

The Accreditation Council of Trinidad and Tobago Registered Institution: _____

By: _____

Name:

Title:

Witness: _____

Date: _____

By: _____

Name:

Title:

Witness: _____

Date: _____

SCHEDULE A

ACTT's REGISTERED INSTITUTION LOGO

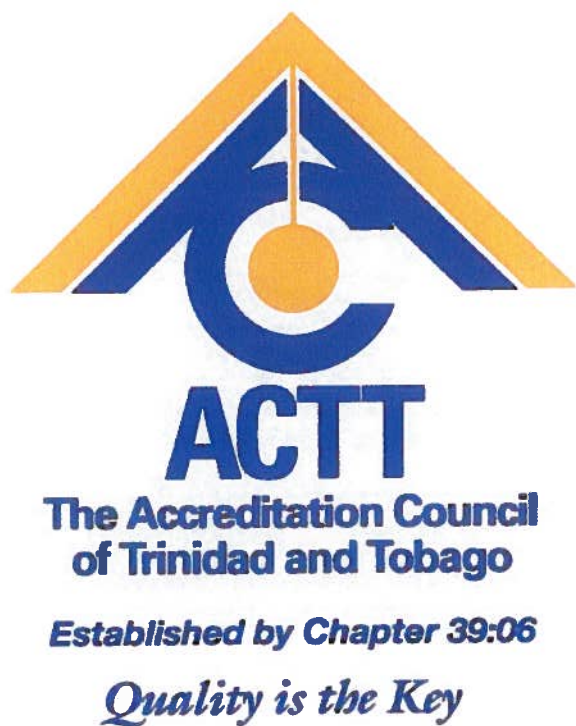
Licensors are the owners of the Trademark "ACTT's Registered Institution Logo".



SCHEDULE B

ACTT's LOGO

Licensors are the owners of the Trademark "ACTT's Logo". "ACTT's Logo" is not to be used by Licensee.



SCHEDULE C

TRADEMARK USAGE GUIDELINES

A post secondary or tertiary institution that is registered with Licensor and has signed the Trademark Licence Agreement must comply with these Trademark Usage Guidelines. The following guidelines explain how the Trademark should be displayed.

Using the Trademark

This Guide is attached as Schedule C of the Agreement and forms an integral part of the Agreement. As such, this guide should be read in conjunction with the Agreement. The Agreement defines the terms and conditions and technical criteria that must be fulfilled in order to be an authorised user of the Trademark.

Once Licensee enters into this Trademark Licence Agreement:

LICENSEE SHALL

- A. Use the Trademark only in advertisements and other marketing communications specifically relating to the listed programmes the Licensee offers at registration.
- B. Use the trademark only in the form and manner specified in this Schedule and in compliance with the Agreement. Except for size, which is subject to the restrictions in these guidelines, the Trademark may not be altered in any manner, including proportions, colours, elements, etc., or animated, changed or otherwise distorted in perspective or dimensional appearance, as set out in greater detail below.
- C. Obtain written consent from Licensor prior to utilising the Trademark in any way not expressly permitted by these Guidelines. Failure to comply with these instructions shall constitute a breach of the Agreement.

LICENSEE SHALL NOT

- A. Use the Trademark without Licensor's approval in any printed material or on web pages that do not pertain to the programmes the Licensee listed during the Council registration process.
- B. Display the Trademark in any manner that suggests Licensee is an agent or employee of the Licensor or in a manner that suggests that the Licensor is part of the Licensee's registered post secondary or tertiary institution's name.
- C. Use the Trademark in its institution's name, domain name, trademark or service mark or any other logos, trade dress, designs or slogans.
- D. Use in its business any other trademarks so resembling the Trademark as to be likely to cause confusion or deception.
- E. Combine the Trademark with any other element including, but not limited to, other logos, icons, words, graphics, photos, slogans, numbers, design features, symbols, or web sites audio files.
- F. Use any name, mark or design similar to the Trademark in any manner in Licensee's materials such as certificates for Licensee's graduates.
- G. Translate the Trademark or otherwise adapt the Trademark into any other language.

ANNEX 5 Trademark Licence Agreement between ACTT and Registered Institutions

- H. Use 'the Council's Logo' contained hereto at Schedule B in any collateral material and/or under any condition.

Trademark Spacing

The Trademark must stand alone and 0.2 inch of space must be left between the Trademark and any other object such as type, other logos, photography, borders, edges, and so on.

Minimum Size

Care should be given to maintain the integrity of all elements of the Trademark. For example, the type and trademark notations must be readable; in no case should the Trademark appear so small that these conditions are not adhered to. The minimum acceptable size for the Trademark shall be (width x height) 317 X 322 pixels.

Colour Palette

The Trademark may appear in the colours shown herein, or in black and white. When placing the Trademark on your marketing or promotional materials, retain the colours of the Trademark. Do not alter or change the colour.

Colour: Pantone 117 RGB: 170, 142, 10
Pantone 288 RGB: 0, 51, 127
Gradient/Linear Down/RGB: 104, 85, 0



Note: The colours on this page and throughout this document have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE ® Colour Standards.

GLOSSARY OF SOME TERMS

- A. A **domain name** is a component of an internet address (URL) which comprises a top level domain such as .tt, .com, .org, or net and a second level domain, which is a part of the domain name the owner formulates.
- B. A **trade dress** consists of the variety of elements (shape and colour) in which a product is packaged or service is presented.
- C. A **trade name** is an assumed name or corporate name under which a company conducts its business.
- D. A **trademark** can be a word, name, symbol, device or any combination thereof which is used to identify and distinguish the goods or services of one company from goods or services of another.

STANDARDS FOR CONTINUING REGISTRATION

1. The institution demonstrates the ownership of, and responsibility for, assuring access to and safety of the learning facilities that support and facilitate the learning expected of its students. **(Registration Standard 1.2)**
2. The institution has an approved current organisational structure with supporting text that clearly identifies the role and responsibilities of all personnel. **(Registration Standard 2.4)**
3. Appropriate personnel have been assigned the duty of establishing, implementing and maintaining the institution's Quality Management System (QMS). **(Registration Standard 3.2)**
4. Members of staff are competent on the basis of appropriate education, skills and experience to perform their teaching functions as they relate to quality programme delivery in the institution. **(Registration Standard 4.2)**
5. The institution has established and approved a procedure for maintaining its infrastructure. **(Registration Standard 4.3)**
6. The institution offers reliable access to student support services. **(Registration Standard 4.4)**
7. Physical resources are relevant and sufficient to meet the institution's needs. **(Registration Standard 4.5)**
8. Management of the institution plans, makes available and controls the financial resources which are necessary for achieving the institution's objectives. **(Registration Standard 4.6)**
9. Curricula have been designed and developed to enable students to achieve the intended learning outcomes. **(Registration Standard 5.2)**
10. The institution has documented and approved procedures for monitoring student learning outcomes. **(Registration Standard 5.4)**
11. The institution has a documented and approved procedure for conducting internal quality audits. **(Registration Standard 6.1)**
12. The institution has reliable methods for monitoring and measuring stakeholder satisfaction. **(Registration Standard 6.2)**
13. The institution's management has a documented and approved procedure for reviewing its Quality Management System. **(Registration Standard 6.3)**
14. The institution has a documented and approved procedure to continually improve its operations. **(Registration Standard 6.4)**

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