



**The Institute of Masters of Wine
Learning Agreement**

(Published in August 2014)

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1. Introduction

- 1.1.** The Institute of Masters of Wine (the 'Institute'), is a London-based not-for-profit membership organisation. The Institute organises and administers the Master of Wine (MW) examination annually for those who wish to be admitted as members of the Institute as Masters of Wine (also referred to as 'Members' in this Agreement).
- 1.2.** The Institute will assist candidates in their preparation for the MW examination by facilitating self-study through the provision of the MW study programme. The Institute is not a school, academic institution or an educational trust.
- 1.3.** Candidates for the MW examination follow a self-study programme and understand and accept that they are required to attend and successfully complete the MW study programme before sitting the MW examination.
- 1.4.** Participation in the MW study programme does not guarantee admission to the Institute of Masters of Wine as a Member. Only those MW students who, by way of rigorous examination, demonstrate the requisite breadth and depth of understanding of the art, science and business of wine will qualify.

2. Learning Agreement and Candidate Code of Conduct

- 2.1.** This Learning Agreement sets out the terms and conditions governing the relationship between you and the Institute. In order to be considered for admission onto the MW study programme you must meet the eligibility requirements prescribed by the Institute. These can be found on the [Institute's website](#). When the Institute issues you with an acceptance letter onto the MW study programme, you will become a MW student.
- 2.2.** The Institute's policies, rules, regulations, and codes of conduct which govern your studies, learning and conduct on the MW study programme also form part of this Agreement and in signing this Agreement you agree to be bound by the terms of those policies, rules, regulations and codes of conduct. These can be found on the [Institute's website](#). In particular, the Institute refers you to:
 - 2.2.1. The [Student Guide and Study Programme Regulations](#);
 - 2.2.2. [Education Fees Terms and Conditions](#);
 - 2.2.3. [Examination Rules](#);
 - 2.2.4. Student Code of Conduct (see Schedule 1).
- 2.3.** You must enrol on the MW study programme every academic year by submitting a new registration form to the Institute. On acceptance by the Institute, your student status will be active for 12 months from 1st October every calendar year.
- 2.4.** This Agreement, or any part of it, may be changed, amended or withdrawn at any time by the Institute. You will receive notice of any substantial changes.
- 2.5.** By enrolling onto the MW study programme, you acknowledge and agree to conduct yourself in all matters relating to wine and the wine trade in accordance with the Student Code of Conduct (as amended or replaced from time to time by the Institute). The Student Code of Conduct (attached at Schedule 1) broadly reflects the Code of Conduct that must be signed by all new Masters of Wine on their admission to the Institute and therefore indicates the values and standards which you are expected to uphold now and in the future.
- 2.6.** You accept that any action by you which demonstrably conflicts with the Student Code of Conduct or this Agreement may lead to termination of this Agreement in accordance with clause 18 (Termination).

3. Provision of the MW study programme and the Institute's other obligations

- 3.1. The MW study programme is a self-study programme. The Institute will run the MW study programme and provide you with associated learning support, such as events to assist you in your preparation for the MW examination. These events, however, do not provide you with a systematic course of study or the full coverage of a syllabus.
- 3.2. The Institute will provide you with specific details relating to the arrangements for your year of study on the MW study programme before or at the time of your enrolment on the MW study programme.
- 3.3. The Institute will also provide you with an examination syllabus at the beginning of your studies, which contains the fields and body of knowledge upon which you may be examined. This examination syllabus should serve as a tool for you to prepare your study plans. Educational events should be seen as opportunities for guidance, advice and feedback on your progress.
- 3.4. For more details about the MW study programme and what you can expect of the Institute, please refer to these [FAQs](#).

4. Payment of fees and other charges and your other obligations

- 4.1. You are responsible for the timely payment of tuition fees and all other charges that you incur on the MW study programme. Information and terms and conditions relating to tuition fees, payment and cancellation are set out in the [Education Fees Terms and Conditions](#).
- 4.2. You must ensure that all information supplied to the Institute is true to the best of your knowledge. Any document or statement found to be falsified is likely to lead to termination of this Agreement in accordance with clause 18 (Termination).
- 4.3. You must take responsibility for your own learning, working in partnership with the Institute to become a self-reliant independent learner. You must not hinder the studies of others and must pursue your studies diligently, contributing effectively to the MW study programme. For the avoidance of doubt, success on the MW study programme and the MW examination is fundamentally related to your own discipline, application and ability.
- 4.4. You must complete and submit by the required deadlines any assignments to be assessed as part of the MW study programme (unless extenuating circumstances for which you have provided evidence are agreed by the Institute).
- 4.5. You must attend the MW study programme's residential seminar in the same year that you intend to take the MW examination or Stage 1 Assessment.

5. Changes to the MW study programme

- 5.1. The Institute has the right to alter the timetable, location, method of delivery, content, assessment and syllabus of the MW study programme, provided such alterations are reasonable. The Institute also has the right to withdraw the MW study programme before it has started.
- 5.2. In the event of any discontinuance of or fundamental changes to the MW study programme the Institute will give you reasonable notice where possible.

6. Length of Study and the MW Examination

- 6.1. The MW study programme takes a minimum of three years to complete. The duration of the study entirely depends on you, your speed of progression and your number of attempts at the MW examination. You must complete Stage 1 and an assessment before commencing your Stage 2 studies.

- 6.2.** The MW examination is a three-part examination consisting of a theory paper, a practical paper and a research paper. At the end of your first year in Stage 2 you will be eligible to take the first two parts of the MW examination: the practical and the theory papers of the closed-book examination. Upon successful completion of these parts, you can continue with the completion of the Research Paper, the third part of the examination.
- 6.3.** For more details about the MW examination please see the [Examination Rules](#).

7. Language of Education and the MW Examination

- 7.1.** The official working language of the Institute is English. All the seminars, course days and other events will be delivered in English.
- 7.2.** The practical papers and the Research Paper must be submitted in English. The Institute allows the use of a language other than English for the theory papers.

8. Computers

- 8.1.** The Institute allows the use of laptops and personal computers at the various study events.
- 8.2.** The Institute allows the use of laptops for the theory and practical papers of the MW examination and assessment by means of examination software.
- 8.3.** You are responsible for ensuring your laptop computer meets the specifications laid out by the Institute, to support the examination software.
- 8.4.** You are responsible for ensuring your laptop computer is in good working order – the Institute is not liable for any issues relating to computer hardware or operating system software malfunctions.

9. Equal Opportunities

- 9.1.** The Institute welcomes all prospective students who fulfil the pre-requisites of the MW study programme. Every student has an equal right to benefit from the Institute's services. We have a responsibility to respect each other and to avoid discrimination or harassment. The nationality, ethnicity, race, gender, sexuality, age, lifestyle and religion of students are given respect and treated positively. Students have the same responsibility towards others.

10. Disability Statement and Reasonable Accommodation Policy

- 10.1.** The Institute aims to provide, wherever achievable, equal opportunities to all students regardless of disability.
- 10.2.** The Institute is committed to a policy of equal access in all areas in which it operates. As such, it will endeavour to give special consideration to minimise disadvantages to students with disabilities or other difficulties. No special consideration will give any candidate an unfair advantage over those candidates for whom considerations are not being made. For further details, please refer to the [Special Examination Arrangements](#).

11. Use of the expression 'Master of Wine Student' or 'MW student'

- 11.1.** You must not use the designation 'Master of Wine' or other abbreviations such as 'MW', which are reserved for use by Members of the Institute.
- 11.2.** You may use the expressions 'Master of Wine Student' and 'MW student' verbally. You may also use either expression in written form provided it appears as part of a text and not as a title or post-nominal description, or in such a way that might mislead a person into believing that you are a Master of Wine. There is no half-MW or half-pass.

12. Mentor Support

12.1. The Institute embraces the idea that Masters of Wine pass down knowledge, and provide guidance for future Members of the Institute. The Institute will provide you with a Masters of Wine mentor ('Mentor') for the academic year. Your Mentor will offer his or her time and expertise free of charge and you are expected to show understanding in this respect. You are expected to drive the mentor relationship, agree upon frequency of contact and establish a work plan for the academic year. Mentors may not be trained and/or qualified educators but all are Masters of Wine.

13. Publications, Intellectual Property Rights, Plagiarism and examination irregularities

13.1. You agree that the Institute will own all intellectual property generated by you during the course of your enrolment on the MW study programme and you hereby assign to the Institute any and all intellectual property rights arising as a result of your study. For the avoidance of doubt, this includes all essays, examination scripts, assignments, dissertations and research papers produced by you. You may only use or publish a dissertation or research paper written by you in accordance with the Institute's [Publication Policy](#).

13.2. The Research Paper Handbook provides guidance on original research, referencing, acknowledgments and plagiarism, and you agree to accept and abide by it, and to avoid plagiarism. In particular, you may not publish your Research Paper without the prior written consent of the Institute, but you may use the findings in other of your published works.

13.3. The Institute owns, or has the right to use, the intellectual property rights in all course materials produced by the Institute or on its behalf. You may only use such materials for the purposes of personal study.

13.4. The Institute has a **zero tolerance** policy concerning plagiarism. Student work including assignments which do not conform to these requirements will receive a mark of zero and a note will be held on a student's record. The Institute reserves the right to suspend and bar students from the exam or reject acceptance to the Membership where serious or multiple cases of plagiarism are detected.

13.5. The Institute has a strict policy on examination irregularities – where there is any form of cheating or where examination rules or guidelines presented before and during an examination are not followed, this may lead to the cancellation of the exam, the suspension from future exams or the cancellation (temporary or permanent) of registration where serious or multiple cases of examination irregularities are detected.

13.6. The provisions of this clause shall survive termination of this Agreement.

14. Visa and Other Travel Documents

14.1. You shall be fully responsible for organising your own travel and obtaining all official documents required by your country of destination during the course of your enrolment on the MW study programme.

14.2. The Institute will provide you with a support letter, with confirmation of student status, for visa purposes so that you can obtain the necessary visa to travel to a residential seminar or other Institute events.

15. Liability

- 15.1.** The Institute shall not be liable for loss or damage to you unless such loss or damage is due to the negligence of the Institute or breach of its obligations under this Agreement or under general English law (including if the Institute causes death or personal injury to you by its negligence).
- 15.2.** The Institute shall not be liable to you for events outside its control which it could not have foreseen or prevented even if it had taken reasonable care. Events outside the Institute's control include industrial action, over or under demand from students, staff illness, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the Institute reserves the right to change or cancel parts of, or all, of the MW study programme.

16. Data Protection

- 16.1.** The Institute will collect and process personal information relating to you in accordance with the privacy notice which can be found [here](#).
- 16.2.** In particular, please note that the Institute will not, without your consent, publicly disclose details of your study progression, marks, grades and other educational achievement details. The Institute, however, may use student data to produce anonymous list of passes, scholars, bursars and other merits and distinctions, and for analysis and monitoring in relation to Institute issues.
- 16.3.** The Institute may share the name and contact details of other students with you (as per clause 16.4 below). You may not use the personal details of fellow students or speakers for commercial, marketing or PR purposes, without first obtaining their consent.
- 16.4.** The Institute may share your name and contact details with other students who are enrolled on the MW study programme to allow students to communicate directly with each other. If you would prefer that we do not share your details with other students for this purpose, please inform us by sending an email to info@mastersofwine.org.

17. Confidentiality

- 17.1.** In the course of the MW study programme, you may be privy to a range of confidential information. Confidential information includes, but is not limited to, commercially sensitive information disclosed to you by expert speakers or other persons. You may only use confidential information gained in the course of the MW study programme for the purposes of your study at the Institute. If you wish to disclose confidential information you must obtain the prior written consent of the provider.
- 17.2.** You must also treat the detail of the MW study programme, including assessments and the MW examination (such as wines used in blind tastings) as confidential so as not to assist another student in gaining an unfair advantage. Please refer to the [Examination Rules](#) for more details on confidentiality in respect of the MW examination.
- 17.3.** The provisions of this clause shall survive termination of this Agreement.

18. Termination

- 18.1.** This Agreement between you and the Institute will end:
- 18.1.1. if you withdraw from the MW study programme; or

- 18.1.2. if you are required to withdraw from the MW study programme by a decision of the Institute for breach of the terms of this Agreement including for non-payment of fees.
- 18.2.** The Institute may terminate this Agreement with you in writing with immediate effect if:
- 18.2.1. between acceptance by the Institute onto the MW study programme and starting the MW study programme there is a change of your circumstances which, in the Institute's reasonable opinion, makes it inappropriate for you to study on the MW study programme; or
- 18.2.2. the Institute becomes aware of information about you that it did not know before and which, in the Institute's reasonable opinion, makes it inappropriate for you to study on the MW study programme; or
- 18.2.3. in the Institute's reasonable opinion, you have failed to provide the Institute with all relevant information, or have supplied false or misleading information, relating to your application to the MW study programme; or
- 18.2.4. where your behaviour represents a significant risk to the health, safety or welfare of yourself or others insofar as it relates to the MW study programme
- 18.2.5. if in the Institute's reasonable opinion your behaviour is such that it has or is likely to bring the Institute or the title of Master of Wine into disrepute.
- 18.3.** On termination, you are required to pay all outstanding fees immediately.
- 18.4.** Any action the Institute takes under this clause will not restrict its ability to take any other action against you that it has the right to take.

19. Governance and Management

- 19.1.** The Education and Examination Board (EEB) of the Institute oversees the planning and delivery of the education programme and examination. The EEB devises educational and examination strategy, sets policies and guidelines, and conducts regular reviews in order to maintain the highest standards within education and examination.
- 19.2.** The EEB is supported by the Education Committee and the Examination Committee of the Institute. These Committees are responsible for the practical implementation and delivery of the self-study programme, and the examination. They are assisted by the Head of Study Programme and Development, the Education Officer and the Examination and Research Paper Officer as well as the Executive Director of the Institute. The Education Officer and the Examination and Research Paper Officer are the first point of contact for all students.

20. Student Services

- 20.1.** The Education and Examination and Research Paper Officers are the first points of contact for students. They look after enrolment, registration, student records, requests, submissions, administrative and organisational support. Those located or attending the residential seminar in North America or Australasia should liaise directly with the respective Officers based in the Napa Valley and Adelaide. Their contact details can be found on the [website](#).

21. Suggestions, Concerns, Complaints and Appeals Procedures

- 21.1.** If you have any suggestions, concerns or complaints, you should raise them either with a member of the Executive Office or with a Member of the Institute who sits on Council or on one of the Committees.
- 21.2.** If you wish to appeal against a decision of the Institute in respect of the result of any part of the MW examination, please refer to the Institute's [Appeals Policy](#) for more details.

22. Notices

22.1. Any notice given under this Agreement will be in writing. The Institute will send you notice by email though it may also draw your attention to important information through announcements made on the Institute's website. It is your responsibility to check the website regularly. Notice to the Institute should be addressed to:

The Institute of Masters of Wine
6 Riverlight Quay
Kirtling Street
London
SW11 8EA

Alternatively let us know via email: info@mastersofwine.org

22.2. Notice shall have been properly served:

22.2.1. on the same day when delivered by hand;

22.2.2. on the same day when sent by email;

22.2.3. 48 hours after being posted if sent by first class post to the Institute from an address in the United Kingdom;

22.2.4. 9 days after being posted if sent to the Institute from an address outside the United Kingdom.

22.3. You will be responsible for informing the Institute of any change of address or email address or other contact details, otherwise any notices or information sent to the last address provided by you will be deemed to have been properly given.

23. General

23.1. This Agreement and the documents referred to in this Agreement override any other communication, document or representation made by the Institute, either in writing or orally. This Agreement comprises the entire understanding between you and the Institute about the MW study programme and replaces any other undertakings or representations.

23.2. This Agreement is personal to you; you are prohibited from assigning or transferring it or any other rights and obligations under it to a third party.

23.3. This Agreement does not confer third party benefits for the purposes of the Contracts (Rights of Third Parties) Act 1999.

23.4. Failure to enforce any of the provisions of this Agreement will not constitute a waiver of any provision and will not affect the Institute's right to enforce that or any other provision.

23.5. If any provision of this Agreement is or becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the jurisdiction of the courts of England and Wales.

I confirm that I have read, understood the terms of this Learning Agreement (including the documents referred to within it) and agree to accept such terms.

I agree to the processing of my personal data by the Institute, including any processing outside the EEA.

Signed..... Dated

Name (in Capitals)

Schedule 1

Student Code of Conduct

- 1. General** - MW students must recognise the importance of maintaining and enhancing the reputation of wine and the wine trade and related occupations in general, and the Institute in particular. It is a basic requirement that students will ensure (so far as lies in their power) that they and any organisation of which they are part will observe all relevant laws and regulations in both letter and spirit.
- 2. Sales and promotion** – MW students engaged in sales, promotion, advertising and writing about wine professionally should be careful always to describe the subject truthfully and with good sense, neither claiming virtues or prospects that do not exist or cannot be justified nor unreasonably exaggerating merit. Individual and group endorsements of advertised products by Members of the Institute and MW students must be viewed in the same light.
- 3. Purchasing** – MW students involved in purchasing should at all times endeavour to buy honest and sound quality. They should not condone the marketing of any such quality as might damage public respect for and interest in wine.
- 4. Wine-making** – MW students involved in production of grapes or making of wine should not knowingly engage in any practice or technique (whether or not such practice or technique shall infringe Regulations relating to the production of wine) the practice of which by a MW student may tend to bring the Institute into disrepute.
- 5. General commercial probity** – Candidates involved in commerce are expected to maintain the highest standards of dealing, including (and without limitation) in relation to dealings through limited liability companies, and not knowingly engage in any enterprise or commercial practice which would be regarded as unacceptable by the majority of Members of the Institute, whether or not such practice may comply with local laws where it is carried out.
- 6. Personal** – MW students are expected to be sensitive to the social and behavioural problems associated with the immoderate consumption of wine. They must ensure that they do not engage in inappropriate behaviour which would reflect badly on the Institute.
- 7.** Candidates are required to preserve the good name of the Institute at all times and refrain from any public statements detrimental to the Institute or (in relation to statements concerning a Member or Members of the Institute) which tend to bring the Institute into disrepute.
- 8. Responsibility for others** – MW students must in principle accept that they will be regarded by the Institute as answerable for the commercial conduct of any person acting on their instructions.
- 9. Confidentiality** – MW students respect that certain aspects of Institute business may involve confidential information, and agree to keep such information confidential.