

ADDITIONAL UCL STUDENT TERMS AND CONDITIONS FOR THE PROGRAMME

1. INTRODUCTION

- 1.1 University College London (**UCL**) and The British Film Institute (**BFI**) by an agreement dated 6 December 2018 (the **Agreement**), have agreed to collaborate in the delivery of the UCL degree programme of Master of Arts in Digital Media, Culture and Education (the **Programme**) leading to an award from UCL.
- 1.2 You have applied to UCL to study for the Programme and UCL has offered you a place to study on the Programme subject to the standard UCL student terms and conditions and these additional UCL student terms and conditions relating to BFI's contribution to the Programme.
- 1.3 You, UCL and BFI are hereinafter referred to as the **Parties**.

2. BFI CONTRIBUTION TO THE PROGRAMME

- 2.1 BFI will deliver teaching and contribute to marking of assessment on one optional taught module (Moving Image Production) (the **Module**) as part of the Programme. You will not be required to attend BFI premises for the teaching on the Module.
- 2.2 In addition to the Module, BFI will also provide a number of supervisors for the co-supervision of the dissertation and report modules as part of the Programme. If your dissertation or report is co-supervised by BFI, you may be required to attend the premises of BFI to undertake your dissertation or report, and to receive supervision from BFI.
- 2.3 The regulatory framework of UCL relating to the assessment and examination of students on UCL's programmes of study, including provisions for academic appeals, academic misconduct and extenuating circumstances shall apply to the Programme, including the Module and the dissertation and report.
- 2.4 You shall maintain your student registration status at UCL throughout the Programme. For the purposes of undertaking your dissertation or report under supervision from BFI, you may be required to register at BFI as a visitor for the duration of the dissertation or report module, in accordance with the rules and regulations of BFI as provided to you when you register on the dissertation or report module with co-supervision from BFI.

3. FEES

- 3.1 The BFI contribution to the Programme is included in your tuition fees that you pay to UCL and you shall not be required to pay additional tuition fees to BFI.

4. STUDENT CONDUCT, COMPLAINTS AND APPEALS

- 4.1 If you are in attendance at the premises of BFI for the purposes of the Programme, you will be subject to the policies, regulations and procedures of BFI relating to your physical attendance at BFI, including, for example, health and safety, substance misuse and any other policies relating to safety, security, attendance and appropriate conduct at BFI's premises. Any alleged breach of such policies, regulations and procedures or any such complaints will be dealt with by BFI, in co-operation with UCL as appropriate, in accordance with their respective policies, regulations and procedures, as amended from time to time.
- 4.2 UCL and BFI will provide each other with reasonable assistance in connection with the handling, administration and conduct of student appeals, complaints and student conduct issues in accordance with the Agreement.

5. USE OF PERSONAL DATA

- 5.1 You acknowledge that:
- 5.1.1 each of UCL and BFI holds, collects, uses, discloses and processes information about students on the Programme (including prospective, current and former students) for academic, administrative, verification, management, pastoral and health and safety purposes, as well as for any post course outcome survey and evaluation;
 - 5.1.2 when a student graduates from the Programme, appropriate data is kept as a permanent record to enable UCL, if necessary, to provide references on a student's behalf, or to maintain a record of a student's achievements.
- 5.2 In light of the information set out in Clause 5.1 above, you hereby acknowledge and agree that each of UCL and BFI may pass and share your information with the other institution and to other third parties (including any appointed agents or sub-contractors of UCL or BFI) for the above purposes, and also in situations where you have given your consent, or where disclosure is required to meet a statutory obligation of the relevant institution (by way of example only, in the case of UCL, disclosure of information may be required to the Higher Education Statistics Agency). Further examples of data sharing and processing are available in the UCL General Student Privacy Notice. UCL shall provide an up-to-date URL to enable access to the UCL General Student Privacy Notice on request.
- 5.3 You acknowledge and agree that by providing/confirming your information each of UCL and BFI may hold, collect, use, disclose, process and transfer such data as described in this clause 5. UCL will treat your personal data in accordance with its General

Student Privacy Notice and applicable data protection laws, including the General Data Protection Regulation and all applicable UK data protection legislation.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 For the purposes of this Clause, **IPRs** means all and any copyright works, patents, discoveries, improvements, inventions, trade marks, designs, information, data, formulae, specifications, results of tests and field trials, diagrams, expertise, techniques, technology, know-how, and other intellectual property of any nature whatsoever, including applications and the right to apply for registration of any of the foregoing rights.

6.2 Ownership of any IPRs modified, conceived, created or developed by you in the course of studying on the Programme or undertaking the dissertation or report will be determined in accordance with the terms of the applicable student intellectual property policy in place at UCL unless otherwise agreed in writing by the Parties.

7. CONFLICT

7.1 You acknowledge that upon your acceptance of an offer of a place on the Programme, a contract is formed between you and UCL the terms of which comprise:

(1) the UCL standard student contract; and

(2) these terms and conditions;

and you agree that in the event of conflict arising the terms of (2) shall prevail.

8.2 As per Clause 2.3, your registration on the dissertation or report if supervised by BFI will also be subject to the terms and conditions of BFI that relate to your registration as a visiting student at BFI. In the event of conflict arising between the terms and conditions of BFI for the dissertation or report and your contract with UCL as outlined in Clause 7.1 above, the terms of your contract with UCL shall prevail.

8. GOVERNING LAW

8.1 These terms and conditions, and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and you and UCL irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.