

ADDITIONAL STUDENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 University College London (UCL) and Peking University (PKU) by an agreement dated 3 November 2016 (the **Agreement**) have agreed to provide a programme for appropriate Students to work towards a degree of Master of Business Administration awarded by UCL (**the Jointly Delivered UCL Degree**).
- 1.2 The Student has applied to study for the Jointly Delivered UCL Degree.
- 1.3 UCL has agreed to accept the Student onto the programme in order to study for the Jointly Delivered UCL Degree, on the terms and conditions set out herein.

2. ADMINISTRATION

- 2.1 The title of the Jointly Delivered UCL Degree will be: Master of Business Administration.
- 2.2 The Student shall comply at all times with all laws, regulations, codes of practice and directions issued by any competent authorities, which shall include UCL and PKU (as applicable) which are applicable to (a) the research (if any) being carried out by the Student; (b) the Student's presence in or on land or buildings owned, occupied or under the control of UCL or PKU, as the case may be; and (c) the examination, and any appeals procedures relating to, the Jointly Delivered UCL Degree.
- 2.3 The Student shall attend at the premises of PKU for the duration of the programme. No study will be undertaken on the premises of UCL.
- 2.4 The Student shall be required to register at UCL according to UCL rules and regulations.
- 2.5 The Student shall also be required to register at the National School of Development (**NSD**) of PKU according to NSD rules and regulations.
- 2.6 The Student shall bear their own costs in connection with their travel to, accommodation for and/or attendance at any graduation ceremony.

3. FEES

- 3.1 The Student shall pay the following fees to PKU on or before the dates indicated:
RMB 368,000.00 in two equal instalments during the one month before the commencement of each academic year.
- 3.2 All fees payable to PKU under Clause 3.1 above are payable in RMB by bank transfer to the bank account nominated by PKU for this purpose or by such other method as may be agreed between the Parties from time to time.

4. USE OF PERSONAL DATA

- 4.1 The Student acknowledges that:
 - 4.1.1 each of UCL and PKU holds, collects and processes information about its students (including prospective, current and former students) for academic, administrative, verification, management, pastoral and health and safety purposes;

- 4.1.2 the information provided by students may also be used for the purpose of alumni operations and, in the case of graduates of UCL, for publication of the General Council Register (under legal statute) when a student leaves UCL; and
 - 4.1.3 when a student leaves UCL, 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.
- 4.2 In light of the information set out in Clause 6.1 above, the Student hereby acknowledges that each of UCL and PKU may pass and share the Student's information with the other institution and to other third parties (including any appointed agents or sub-contractors of UCL or PKU) for the above purposes, and also in situations where the Student has given his or her consent, or where disclosure is required is 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.
- 4.3 The Student acknowledges and agrees that by providing/confirming his/her information he/she consents to each of UCL and PKU holding, collecting, processing and transferring such data. In the case of UCL, this information is processed in accordance with the Data Protection Act 1998.

5. **INTELLECTUAL PROPERTY RIGHTS**

- 5.1 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.
- 5.2 Each of UCL, PKU and the Student acknowledges and agrees that title to IPRs modified, conceived or developed by the Student in the course of studying for the Jointly Delivered UCL Degree pursuant to these Terms and Conditions will be determined in accordance with the UCL Student IP Policy.

6. **CONFLICT**

- 6.1 The Parties acknowledge that upon acceptance of an offer of a place on the Programme by a Student, a contract is formed between UCL, PKU and the Student the terms of which comprise:

- 6.1.1 (1) the UCL Standard Student Contract;
- 6.1.2 (2) PKU Standard Student Contract;
- 6.1.3 (3) these terms and conditions; and

the Parties agree that in the event of conflict arising between (1) and (2), the terms of the standard student contract of UCL shall prevail. In the event of conflict arising between either (1) and (3) or (2) and (3), the provisions of (3) shall prevail.

7. **GOVERNING LAW**

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 the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.