

ADDITIONAL STUDENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 University College London (**UCL**) and University of South Australia (**UniSA**) by an agreement dated 25 May 2018 (the **Agreement**) have agreed to provide a programme for appropriate students to work towards a degree of Master of Science in Sustainable Energy Systems awarded jointly by UCL and UniSA (the **Programme**).
- 1.2 The student (the **Student**) has applied to study for the Awarded Degree.
- 1.3 UCL and UniSA (the **Academic Parties**) have agreed to accept the Student onto the programme in order to study for the Awarded Degree, on each Academic Party's applicable student terms and conditions, and the additional terms and conditions set out herein.
- 1.4 The Student and the Academic Parties are hereinafter referred to as the **Parties**.

2. PROGRAMME DELIVERY

- 2.1 UniSA is the administrative lead institution (the **Lead Institution**) for the Programme.
- 2.2 If, and to the extent that the Academic Parties agree to be jointly responsible for an aspect of the Awarded Degree, the Academic Parties shall agree joint procedures which apply to the Awarded Degree (the **Joint Procedures**). Joint Procedures will be published by the Academic Parties and notified to the Student.
- 2.3 The grade conversion used by the Academic Parties shall be as follows:

UniSA Grade	UniSA Notation	UniSA Mark	UniSA Grade Point	UCL Mark
High Distinction	HD	85 -100	7	80.00-100.00
Distinction	D	75 - 84	6	70.00-79.00
Credit	C	65 - 74	5	60.00-69.00
Pass 1	P1	55 - 64	4.5	55.00-59.00
Pass 2	P2	50 - 54	4	50.00-54.00
Non Graded Pass	NGP	50 - 100	Non-graded passes (NGP) are only included if the GPA is less than four, in which case they are	50.00-100.00

			worth four grade points. If the GPA (without counting the NGP) is higher than four, any NGPS are not counted.	
Supplementary Pass	SP	50	3.5	50.00
Fail 1	F1	40 - 49	1.5	40.00-49.00
Withdraw Fail	WF	N/A	1.5	
Fail 2	F2	Below 40	1	Below 40.00
Withdraw - not fail	W	N/A	N/A	

2.4 The Student shall attend the premises of each of the Academic Parties according to the following timetable (as may be amended by agreement between the Academic Parties from time to time):

UCL	UCL	UniSA	UniSA	UniSA	UniSA
Term 1	Term 2	Study Period 3	Study Period 4	Study Period 6	Study Period 1
90 UCL credits / equiv 27 UniSA credits		Equiv 90 UCL credits / 27 UniSA credits			60 UCL credits / equiv 18 UniSA credits
Renewable Energy	Resource Development and Sustainable Management	Social License to Operate (delivered by UCL staff based at UniSA)	Energy Management and Conservation	Research Project 1	Research Project 2
Law for Energy and Resources	International Policy and Geopolitics of Energy and Resources		Project Management and Financing Resource Projects		
Research Methods - Qualitative	Research Methods - Quantitative		Economics of Energy		

- 2.5 The Student shall be required to register at each of UCL and UniSA for the whole duration of the Programme, in each case according to the rules and regulations of the relevant institution.
- 2.6 The regulatory framework of each Academic Party relating to the assessment and examination of students on each Academic Party's programmes of study, including provisions for academic appeals, academic misconduct and extenuating circumstances (**Assessment Regulations**), shall apply to the Programme as follows:
- 2.6.1 The Assessment Regulations of UCL shall apply to all modules taught at UCL, and the Assessment Regulations of UniSA shall apply to all modules taught at UniSA (including any Modules taught by UCL staff at UniSA premises).
- 2.6.2 The Assessment Regulations of UniSA shall apply to any modules taught jointly by UniSA and UCL.
- 2.6.3 Subject to Clause 2.6.4 below, the Assessment Regulations of UniSA shall apply to the thesis module as well as to the Programme as a whole (including progression and award of students on the Programme, i.e. progression and award regulations).
- 2.6.4 In the event that the Student fails any modules at UCL during the first year of the Programme, the following rules will apply:
- (a) If the Student fails up to or including 30 credits at UCL, s/he is allowed to progress to UniSA, but must pass those credits during the Programme through reassessment to be eligible for the award. The Student's reassessment will be organised at UCL or UniSA on a case by case basis, taking into account the assessment method, number of credits the Student must be reassessed for and the Student's personal circumstances where possible. The Student may be required to take reassessment after the standard Programme duration, which may cause delays to her/his graduation.
- (b) If the Student fails more than 30 credits at UCL, s/he will not be allowed to progress to UniSA, but will be required to stay in London to be reassessed in the standard UCL late summer assessment period of that year. If the Student passes all the credits at the late summer assessment period, s/he will be allowed to progress to UniSA in April of the following year to complete the UniSA—based part of the Programme.

3. **FEES**

- 3.1 The Student shall pay the tuition fees to UniSA on or before the dates provided by UniSA (as may be amended by agreement between the Academic Parties from time to time). The fees for the whole Programme are AUD 49,500 for the September 2018 start.
- 3.2 All fees payable to UniSA by the Student under Clause 3.1 above are payable in Australian dollars (AUD\$) by bank transfer to the bank account nominated by UniSA for this purpose
- 3.3 Students will be required to pay UniSA Overseas Health Cover for the duration of their visa as outlined in their UniSA letter of offer.

4. **ACADEMIC APPEALS, ACADEMIC MISCONDUCT AND STUDENT COMPLAINTS**

- 4.1 The procedures for academic appeals and academic misconduct in the Assessment Regulations of each Academic Party apply to the Programme in accordance with the provisions set out in Clause 2.6 of these student terms and conditions.
- 4.2 Where the Student wishes to complain about any general aspect of the Programme (i.e. an aspect of the Programme not specific to either Academic Party), (s)he will be directed to invoke the complaints procedure of UniSA. UniSA will involve UCL in the handling of any such complaints. Where the Student wishes to complain about any specific service or facility provided by, or a student or member of staff from, one of the Academic Parties, the relevant complaints procedure of that Academic Party will apply.
- 4.3 Students will be subject to policies and procedures relating to the Students' physical attendance and student conduct at either Academic Party, including, for example, health and safety, substance misuse and any other policies relating to safety, security, attendance and appropriate conduct at either Academic Party's premises. Any alleged breach of such policies and procedures will be dealt with by the relevant Academic Party, in co-operation with the other Academic Party as appropriate, in accordance with their respective policies, regulations and procedures, as amended from time to time.
- 4.4 Pursuant to Clauses 4.1 and 4.3, if an Academic Party determines, in accordance with its own rules and regulations in respect of such matters, that the Student should not continue on the programme for whatever reason then, it shall so notify the other Academic Party and the Academic Parties shall thereafter discuss, acting reasonably, how to proceed, it being acknowledged that the Academic Party making such determination shall have no further obligation to continue to allow or enable the particular Student to continue on the programme.

4.5 In order to ensure that all academic appeals, complaints and allegations of misconduct are handled fairly and consistently, the Academic Parties will provide each other with reasonable assistance in connection with the handling, administration and conduct of student complaints and student conduct procedures in accordance with the Agreement.

5. **USE OF PERSONAL DATA**

5.1 The Student acknowledges that:

5.1.1 each of UCL and UniSA holds, collects and uses information about its students (including prospective, current and former students) for academic, administrative, verification, management, pastoral and health and safety purposes; and

5.1.2 when a student leaves UCL and UniSA, appropriate data is kept as a permanent record to enable UCL and UniSA, if necessary, to provide references on a student's behalf, or to maintain a record of a student's achievements.

5.2 The Student hereby acknowledges that each of UCL and UniSA 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 UniSA) for the purposes of providing the programme and the Awarded Degree. Further examples of data sharing and processing are available in UniSA's Privacy Policy and UCL General Student Privacy Notice. Each Academic Party shall provide an up-to-date URL to enable access to their respective privacy notices on request.

5.3 The Student acknowledges that UniSA is located outside of the European Economic Area (EEA) and that the Student may be required to provide written consent (in a form acceptable to UCL) to the processing of personal data by UCL including the transfer of the Student's personal data to the UniSA, as may be required in connection with the Student's participation in the programme and the Awarded Degree.

5.4 The Student acknowledges and agrees that by providing/confirming his/her information he/she consents to each of UCL and UniSA holding, collecting, processing and transferring such data for the purposes of providing the programme and the Awarded Degree. This information is processed in accordance with the Data Protection Act 1998.

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 the Student in the course of studying for the Awarded Degree will be determined in accordance with the terms of the applicable student intellectual property policy in place at the Academic Party who has the main responsibility for delivering the module for which the intellectual property is created by the Student, unless otherwise agreed in writing by the Parties.
- 6.3 Nothing in the Agreement and any applicable student intellectual property policy shall restrict the use by Students of any research results, data, or other materials developed in the course of the programme, including any module, for the purpose of completing their programme coursework and/or being assessed for the Programme.

7. **CONFLICT**

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

- (1) the UCL Standard Student Contract;
- (2) the UniSA Acceptance and Payment Form
- (3) these terms and conditions; and

the Parties agree that in the event of conflict arising between (1) and (2), the terms of (2) shall prevail. In the event of conflict arising between either (1) and (3) or (2) and (3), the provisions of (3) 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 the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.