

ADDITIONAL UCL STUDENT TERMS AND CONDITIONS FOR THE PROGRAMME

1. INTRODUCTION

- 1.1. University College London (**UCL**) and University College Hospitals NHS Foundation Trust (**UCLH**) (together the **Delivery Parties**) by an agreement (the **Agreement**), have agreed to collaborate on the delivery of the degree programme of MSc in Obstetric Ultrasound and Fetal Medicine (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 the Programme.
- 1.3. You acknowledge that a condition for undertaking the Programme is to simultaneously be employed by UCLH as a trainee sonographer for the duration of the Programme. The terms and conditions of your employment with UCLH will be provided to you by UCLH.

2. UCLH CONTRIBUTION TO THE PROGRAMME

- 2.1 The teaching on the Programme will be mainly delivered at UCLH premises at Elizabeth Garrett Anderson Wing, University College Hospital, 25 Grafton Way, London, WC1E 6DB or such other UCLH premises as UCL or UCLH shall inform you of from time to time (**UCLH Premises**) and you will be required to attend the UCLH Premises to undertake the Programme. The part of the Programme not delivered on UCLH Premises will be delivered on UCL premises.
- 2.2 UCLH will deliver clinical training elements as part of the Programme at their relevant clinical facilities at the UCLH Premises (**Clinical Training**). The Clinical Training that contributes to the Programme is separate to the professional training you will receive as part of your traineeship contract with UCLH.

3. STUDENT POLICIES, MISCONDUCT AND COMPLAINTS

- 3.1 Subject to the other provisions of this paragraph 3, while participating in and/or undertaking activities that are a part of the Programme you will be subject to the regulations, policies and procedures of UCL, including those related to attendance, student discipline, academic misconduct, complaints and appeals against the decisions of the examiners.
- 3.2 Any concerns over your fitness to practise will be initially reviewed by the UCLH Employee Relations department. If the UCLH Employee Relations department concludes that the concern should be investigated by UCLH under an applicable UCLH policy, it will involve a UCL member of staff nominated by the Faculty of Population Health Sciences in the investigation. If the UCLH Employee Relations department concludes that the concern cannot or should not be investigated under any UCLH policy, the UCL student fitness to practise policy will apply. Any such concern will be investigated by UCL in accordance with the UCL fitness to practise policy. Each Delivery Party will comply with any outcome of a fitness to practise investigation reached by the other Delivery Party.
- 3.3 When you are participating in Programme activities, including the Clinical Training, at UCLH Premises, you will be subject to the policies, regulations and procedures of

UCLH that relate to physical attendance at UCLH, including, for example, health and safety, substance misuse and any other policies relating to safety, security, attendance and appropriate conduct at UCLH Premises (**UCLH Policies**).

- 3.4 Any alleged breach of the UCLH Policies by a student will be dealt with by UCLH in accordance with the UCLH Policies, as amended from time to time. UCLH shall inform the UCL Programme Leader of any breach by a student of the UCLH Policies as well as the outcome of any such investigation undertaken by UCLH. UCL shall then determine whether the alleged breach also constitutes a breach under the relevant UCL rules, regulations and processes and may investigate the alleged breach in accordance with its rules, regulations and processes.
- 3.5 You acknowledge that you must be registered as a student on the Programme and employed as a trainee sonographer at UCLH for the duration of the Programme. Withdrawing or being withdrawn as a student from the Programme at UCL for any reason may have an impact on your traineeship with UCLH. A student who terminates their traineeship contract or has their traineeship contract terminated at UCLH for any reason will also be withdrawn from the Programme by UCL.
- 3.6 The UCL interruption of study policy will not apply to this Programme. Any interruption of study on the Programme is subject to your employment terms and conditions with UCLH.
- 3.7 UCLH shall co-operate with UCL in the handling and investigation of any complaints relevant to UCLH that UCL receives relating to the Programme. If UCL considers that it would be more appropriate for any complaint to be handled by UCLH in line with its applicable policy, it will so notify UCLH and the complainant.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 For the purposes of this Clause, **IP** 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.
- 4.2 Ownership of any IP you have created or developed in connection with the Programme 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 you and the Delivery Parties.

5. USE OF PERSONAL DATA

- 5.1 You acknowledge that:
 - 5.1.1 each of UCL and UCLH 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 You hereby acknowledge that each of UCL or UCLH may pass and share your information with the other institution and to other third parties (including any appointed agents or sub-contractors of UCL and UCLH for the purposes of providing the Programme. Further examples of data sharing and processing are available in the UCLH Privacy Policy and the UCL General Student Privacy Notice. Each UCLH and UCL shall provide an up-to-date URL to enable access to their respective privacy notices on request.

6. CONFLICT

6.1 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

and you agree that in the event of conflict arising between (1) and (2) the terms of (2) shall prevail.

7. GOVERNING LAW

7.1 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.