

## ADDITIONAL UCL STUDENT TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 University College London (**UCL**) and the University of the Witwatersrand, Johannesburg (**Wits**) (together **the Academic Parties**) by an agreement dated 11 January 2022 (**the Agreement**), have agreed to collaborate on the delivery of certain modules on of the UCL degree programme of MASc Global Urbanism (**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 that apply to you if you register on one or both of the optional modules that UCL delivers collaboratively with Wits for your Programme.
- 1.3 You and the Academic Parties are hereinafter referred to as **the Parties**.

### 2. WITS CONTRIBUTION TO THE PROGRAMME

- 2.1 Wits will contribute virtually and/or in person to two optional modules, Global Urban Theory Lab and City Co-Laboratories (the **Collaborative Modules**), as part of the Programme.
- 2.2 The City Co-Laboratories module may include a field trip to South Africa, a part of which will be delivered by UCL staff jointly with Wits staff on Wits premises. You will be required to register as a visitor on Wits premises to attend the field trip activities delivered jointly with Wits.
- 2.3 To gain access to Wits premises as a visitor during the field trip, in advance of the field trip, you will be required to provide personal information such as contact details, passport and visa details and proof of health insurance in order to apply for access as a visitor to Wits premises. Once at Wits, you will be required to obtain a photo-ID and sign a statement confirming that you will abide by the policies, rules and regulations that apply to visitors at Wits premises. These arrangements are subject to change by Wits from time to time and notified to you by UCL.

### 3. FEES

- 3.1 The contribution provided by Wits to the modules is included in your tuition fees that you pay to UCL and you shall not be required to pay additional tuition fees to Wits.
- 3.2 You will be required to cover accommodation and subsistence costs on the field trip in South Africa.

#### 4. **STUDENT COMPLAINTS AND DISCIPLINE**

- 4.1 When you are attending Wits premises as part of the field trip, you will be subject to the policies, regulations and procedures of Wits relating to your attendance at Wits as a visitor, including, for example, health and safety, substance misuse and any other policies relating to safety, security, attendance and appropriate conduct at Wits premises (the **Wits Visitor Policies**).
- 4.2 Any alleged breach of the Wits Visitor Policies by you will be dealt with by Wits, in co-operation with UCL as appropriate, in accordance with its applicable policies, regulations and procedures, as amended from time to time. Wits shall inform the UCL Programme Leader of any breach by a UCL student of the Wits Visitor Policies as well as the outcome of any such investigation undertaken by Wits. 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.
- 4.3 You acknowledge that Wits may conclude that a breach of the Wits Visitor Policies by you means that Wits will not allow you to participate in the field trip at Wits premises. UCL will deal with the consequences of this in accordance with its applicable regulations, policies and practices.
- 4.4 If you wish to complain about any specific service or facility provided by, or a student or member of staff from Wits in relation to the delivery of the Collaborative Modules, the relevant complaints procedure of UCL will apply. UCL will bring all such complaints to the knowledge of Wits and Wits will collaborate with UCL in the handling of any such complaints as required.

#### 5. **USE OF PERSONAL DATA**

- 5.1 You acknowledge that:
- 5.1.1 Wits holds, collects and uses information about its VLE users and visitors for administrative, verification, management, and health and safety purposes; and
- 5.1.2 when a student leaves Wits as a VLE user or a visitor, appropriate data is kept as required in terms of Wits Visitor Policies and South African laws for purposes permitted in terms of those laws, including verification of qualifications and attendance.
- 5.2 You hereby acknowledge that each of UCL or Wits may pass and share your information with the other Academic Party and to other third parties (including any appointed agents or sub-contractors of UCL and Wits) for the purposes of providing

the Collaborative Modules and the Programme and you consent to UCL or Wits to share your information. Further examples of data sharing and processing are available in the Wits Privacy Policy and the UCL General Student Privacy Notice. Each Wits and UCL shall provide an up-to-date URL to enable access to their respective privacy notices on request.

## **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 Collaborative Modules 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 in respect of each Collaborative Module.

## **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

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