**This is Schedule 2 as referred to in the Memorandum of Agreement between Ca’ Foscari University of Venice and University College London dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**ADDITIONAL STUDENT TERMS AND CONDITIONS**

**1. INTRODUCTION**

* + - * 1. University College London (**UCL**) and Ca’ Foscari University of Venice (**Ca’ Foscari**) by an agreement dated 1 September 2020 (the **Agreement**) have agreed to provide a dual degree programme for appropriate students to work towards a degree of Bachelor of Arts (Hons) Italian Studies or Bachelor of Arts (Hons) Italian and History of Art awarded by UCL and a degree of Laurea in Lettere awarded by Ca’ Foscari (the **Programme**).
        2. The Programme is four academic years long, with the first two years spent at Ca’ Foscari in Venice, Italy and the final two years spent at UCL in London, United Kingdom.
        3. The student (the **Student**) has applied to study on the Programme.
        4. UCL and Ca’ Foscari (the **Academic Parties**) have agreed to accept the Student onto the Programme, on each Academic Party’s applicable student terms and conditions, and the additional terms and conditions set out herein.
        5. The Student and the Academic Parties are hereinafter referred to as the **Parties**.
      1. **PROGRAMME DELIVERY**
         1. The Student shall be required to register at each of UCL and Ca’ Foscari, in each case according to the rules and regulations of the relevant institution.
         2. The Student must successfully pass years one and two at Ca’ Foscari in accordance with the applicable Ca’ Foscari academic regulations before they can move to year three and four at UCL.
         3. 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, marking scales, academic misconduct and extenuating circumstances (**Assessment Regulations**), shall apply to the programme as follows:

The Assessment Regulations of UCL shall apply to all modules taught by UCL, and the Assessment Regulations of Ca’ Foscari shall apply to all modules taught by Ca’ Foscari.

* + - * 1. The degree classification for the UCL Awarded Degree will be calculated based on the modules the Student has completed at UCL only on years three and four of the dual degree programme with the best 90 credits obtained at UCL in year 3 weighted at 3 and all 120 credits obtained at UCL in year 4 weighted at 5.
        2. The academic credit the Student has obtained at one Academic Party will be transferred towards the Awarded Degree from the other Academic Party. The credit from Ca’ Foscari will be transferred to UCL and recorded on a pass/fail basis. It will be counted for the purposes of the threshold award requirement, but it will not contribute to the final classification outcome. As noted above, this will be based on the UCL credits alone. The credits obtained at UCL will be transferred to Ca’ Foscari and will be taken into account for both the purposes of award and classification of the Laurea in Lettere.
        3. The only interim qualification available from UCL for the Programme is the Certificate of Higher Education that can be awarded based on credit obtained at UCL only.
        4. In order to be awarded the Awarded Degrees by the Academic Parties, the Student must successfully complete the whole Programme, including successful completion of all years of the Programme at each Academic Party. The Student will receive a separate degree certificate from each Academic Party.
      1. **STUDENT COMPLAINTS AND CONDUCT**
         1. The Student will be subject to the policies and procedures relating to students’ conduct at the Academic Party where they are in attendance, or were most recently in attendance, including, for example, health and safety, substance misuse and any other policies relating to safety, security, attendance and appropriate conduct at that Academic Party’s premises. Any alleged breach of an Academic Party’s policies and procedures or any such complaints will be dealt with by that 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.
         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 the Academic Party where (s)he is in attendance, or was most recently in attendance, at the time of the complaint. 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.
         3. If pursuant to paragraph 3.1 above an Academic Party determines that a Student should can no longer continue their studies at that Academic Party, the Student will be withdrawn from both Academic Parties and s/he will not be able to continue on the Programme at either Academic Party.
      2. **FEES**
         1. The Student shall pay tuition fees to Ca’ Foscari for the first two years of the Programme at a rate set by Ca’ Foscari and notified to the Student, and to UCL for the final two years of the Programme at a rate set by UCL and notified to the Student.
      3. **USE OF PERSONAL DATA**

5.1 The Student acknowledges that:

5.1.1 each of UCL and Ca’ Foscari 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; and

5.1.2 when a student graduates from the Programme, appropriate data is kept as a permanent record to enable UCL and Ca’ Foscari, 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 paragraph 5.1 above, the Student hereby acknowledges and agrees that each of UCL and Ca’ Foscari 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 Ca’ Foscari) in and out of the UK and Italy for the above purposes, and also in situations where the Student has given their 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 and the Ca’ Foscari Policy per la gestione dei data breach. Each Party shall provide an up-to-date URL to enable access to its student privacy policy on request.

5.3 The Student acknowledges and agrees that by providing/confirming her/his information each of UCL and Ca’ Foscari may hold, collect, use, disclose, process and transfer such data as described in this paragraph 5. UCL and Ca’ Foscari will treat your personal data in accordance with their respective student privacy policy and applicable data protection laws, including the General Data Protection Regulation and all applicable local data protection legislation.

* + - 1. **INTELLECTUAL PROPERTY RIGHTS**
         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.
         2. Ownership of any IPRs modified, conceived, created or developed by the Student in the course of studying on a module delivered by UCL will be determined in accordance with the terms of the applicable student intellectual property policy in place at UCL and ownership of any IPRs modified, conceived, created or developed by the Student in the course of studying on a module delivered by Ca’ Foscari will be determined in accordance with the terms of the applicable student intellectual property policy in place at Ca’ Foscari.
      2. **CONFLICT**
         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, Ca’ Foscari and the Student the terms of which will comprise:

1. the UCL standard student contract;
2. the Ca’ Foscari standard student contract; and
3. these terms and conditions; and

the Student agrees that in the event of conflict arising between (1) and (2), the terms of (2) will prevail when the Student is based, or was most recently based, at Ca’ Foscari and the terms of (1) will prevail when the Student is based, or was most recently based, at UCL. In the event of conflict arising between (1) and/or (2) and (3), the terms of (3) will prevail.

* + - 1. **GOVERNING LAW**
         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.