**LLThis is Schedule 2 as referred to in the Memorandum of Agreement between The University of Hong Kong and University College London dated [27 August 2020].**

**STUDENT TERMS AND CONDITIONS**

1. INTRODUCTION

* + - * 1. University College London (**UCL**) and The University of Hong Kong (**HKU**) by an agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **Agreement**) have agreed to provide a dual degree programme for appropriate students to work towards a degree of LLB Bachelor of Laws awarded by UCL and a degree of LLB Bachelor of Laws awarded by HKU (the **Awarded Degrees**).
        2. The dual degree programme consists of the first two years of the UCL LLB Bachelor of Laws delivered by UCL (**UCL Programme**), the Access to Justice Placement at UCL, and the final two years of the HKU LLB Bachelor of Laws programme delivered by HKU (**HKU Programme**). The whole duration of the dual degree programme is therefore 4 years.
        3. The student (the **Student**) has applied to study on the dual degree programme for the Awarded Degrees.
        4. UCL and HKU (the **Academic Parties**) have agreed to accept the Student onto the dual degree programme in order to study for the Awarded Degrees, on the terms and conditions set out herein.
        5. The Student and the Academic Parties are hereinafter referred to as the **Parties**.
      1. ADMINISTRATION AND STUDENT CONDUCT
         1. The title of the UCL Awarded Degree will be: LLB Bachelor of Laws
         2. The title of the HKU Awarded Degree will be: LLB Bachelor of Laws
         3. The Student shall be required to register at each of UCL and HKU, in each case according to the rules and regulations of the relevant institution.
         4. The Student shall comply at all times with all laws, regulations, codes of practice and directions issued by any competent authorities, which shall include the Academic Parties (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 either of the Academic Parties, as the case may be; and (c) the dual degree programme and the Awarded Degrees.
         5. The programme set forth below (as may be amended by agreement between the Academic Parties from time to time) will be delivered to Students at the premises of each of the Academic Parties and / or remotely as necessary in case of a Force Majeure or Covid-19 Event.

**Year 1 (UCL)**

Total: 60 credits at UCL

**Placement**

Compulsory extra-curricular placement in the Centre for Access to Justice, UCL (accounting for 12 HKU credits)

**Year 2 (UCL)**

Total: 60 credits at UCL

**Year 3 (HKU)**

* Total: 84 credits at HKU including 12 credits of HKU Legal Internship OR 12 credits of dissertation

**Year 4 (HKU)**

* Total: 84 credits at HKU including 12 credits of dissertation OR HKU Legal Internship (whichever was not completed in year 3).

Total: 168 credits at HKU

* + - * 1. Subject to the other provisions of these Student Terms and Conditions, Students will be subject to the regulations, policies and procedures of UCL when studying on the UCL Programme at UCL and HKU when studying on the HKU Programme at HKU, including those related to assessment, student discipline, conduct, academic appeals and attendance.
        2. When the Student is physically in attendance at one of the Academic Parties, the Student will be subject to the policies and procedures relating to the Student’s physical attendance at that Academic Party, 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.
        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 dual degree programme with respect to an Awarded Degree from that Academic Party for whatever reason then that Academic Party, and the other Academic Party (in accordance with its own rules and regulations in respect of such matters) shall have no further obligation to continue to allow or enable the particular Student to continue on the dual degree programme.
      1. ASSESSMENT AND AWARDS
         1. In order to be awarded the Awarded Degrees by the Academic Parties, the Student must successfully complete the whole dual degree programme, including successful completion of all elements of the programme at each Academic Party. The Student will receive a separate degree certificate from each Academic Party.
         2. UCL shall assess, and the assessment regulations of UCL shall apply to, all elements of the UCL Programme, and HKU shall assess, and the assessment regulations of HKU shall apply to, all elements of the HKU Programme.
         3. The award of the LLB Bachelor of Laws by UCL shall be calculated based on the modules studied at UCL in years one and two only..
         4. The award of the LLB Bachelor of Laws by the University of Hong Kong shall be conferred on the basis of results obtained through modules completed at the University of Hong Kong.
      2. FEES
         1. In the 1st and 2nd year of the dual degree programme the Student shall pay the standard UCL tuition fees UCL LLB Bachelor of Laws to UCL, and in the 3rd and 4th year of the dual degree programme, the Student shall pay the standard HKU tuition fees of the HKU LLB Bachelor of Laws programme to HKU in accordance with the procedures and processes of each Academic Party. Each Academic Party will notify the Student of the tuition fees for the part of the dual degree programme delivered by that Academic Party upon offering the Student a place on the programme.
         2. All fees payable to UCL by the Student under Clause 4.1 above are payable in pounds Sterling (UK£) by bank transfer to the bank account nominated by UCL for this purpose or by such other method as may be agreed between the Parties from time to time.
         3. All fees payable to HKU by the Student under Clause 4.1 above are payable in Hong Kong dollars by bank transfer to the bank account nominated by HKU for this purpose or by such other method as may be agreed between the Parties from time to time.
      3. STUDENT COMPLAINTS
         1. Where the Student wishes to complain about any general aspect of the dual degree programme (i.e. an aspect of the dual degree 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 has most recently been 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.
      4. USE OF PERSONAL DATA
         1. The Student acknowledges that:

each of UCL and HKU 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

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

* + - * 1. The Student hereby acknowledges that each of UCL and HKU 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 HKU) for the purposes of providing the dual degree programme and the Awarded Degree. Further examples of data sharing and processing are available in HKU’s student privacy/data collection notice and the 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.

*[DRAFTING NOTE: This clause 6.2 is an acknowledgement that the Student’s personal data will be processed only for the purposes of and in the manner necessary to enable partner to perform the contract which the student has entered into (i.e. for the purpose of providing the programme and the Awarded Degree). If the parties wish to use the personal data for other purposes (for example marketing of other programmes or alumni activities involving marketing) the student may need to provide a separate written consent. If this is the case, please contact Academic Service in the first instance]*

* + - 1. INTELLECTUAL PROPERTY RIGHTS
         1. For the purposes of this Clause, **IPRs** means all and any copyright works, patents, discoveries, improvements, inventions, trademarks, 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 taught 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 taught by HKU will be determined in accordance with the terms of the applicable student intellectual property policy in place at HKU.
      2. CONFLICT
         1. The Parties acknowledge that upon acceptance of an offer of a place on the dual degree programme by a Student, a contract is formed between UCL, HKU and the Student the terms of which comprise:

(1) the UCL standard Student contract;

(2) the HKU standard Student contract;

(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.

* + - 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.

**This is Schedule 3 as referred to in the Memorandum of Agreement between The Hong Kong University and University College London dated [27 August 2020].**

MINIMUM SECURITY STANDARDS

Each Party shall implement at least the following security standards in respect of Personal Data disclosed to it by the other Party in the context of this Agreement:

* encryption measures that use FIPS 197.

**This is Schedule 4 as referred to in the Memorandum of Agreement between University of Hong Kong and University College London dated [27 August 2020].**

TRANSFERS OF PERSONAL DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA (EEA)

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| --- | --- |
| **Table 1** | |
| **Will UCL be transferring Personal Data to a person located outside of the EEA under this Agreement?** | **Yes** |

|  |  |
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| **Table 2**  This table is only relevant where UCL is transferring Personal Data to a person located outside of the EEA | |
| **Additional clauses that apply in respect of all transfers of Personal Data by UCL outside of the EEA under this Agreement** | The standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) set out in Commission Decision 2004/915/EC (**EU Controller to Controller Model Clauses**) shall apply, a copy of which can be found at:  <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> |

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| **Table 3**  This table is only relevant where the EU Controller to Controller Model Clauses apply to transfers of Personal Data by UCL outside of the EEA under this Agreement | | |
| **Completing the details needed for the EU Controller to Controller Model Clauses** | For the purposes of the EU Controller to Controller Model Clauses:   * the *data exporter* shall be UCL and the *data importer* shall be HKU; * in relation to Clause II(h) of the EU Controller to Controller Model Clauses, the Parties elect to comply with the provisions of sub-Clause II(h)(iii); and * the description of the transfer for the purposes of Annex B of the EU Controller to Controller Model Clauses is as set out in the rest of this table.   To the extent that there is any conflict or inconsistency between the terms of the EU Controller to Controller Model Clauses and the terms of this Agreement, the terms of the EU Controller to Controller Model Clauses shall take precedence. | |
| **Data subjects**  The personal data transferred concern the following categories of data subjects | * Applicants for the Programme * Students * Staff * Suppliers * Complainants, correspondents and enquirers * Relatives, guardians and associates of the data subjects * Advisors, consultants and other professionals | |
| **Purposes of the transfer(s)**  The transfer is made for the following purposes | To facilitate the participation of the Students in the Programme.  To deliver and review all parts of the Programme. | |
| **Categories of data**    The personal data transferred concern the following categories of data | * Personal details including names and contact information * Details of Students' additional needs, including disabilities * Details of Student complaints * The Students’ performance and progression on the Programme * The Students’ status on the Programme * Details of Students' conduct and any disciplinary issues arising in relation to Students during the Programme | |
| **Recipients**  The personal data transferred may be disclosed only to the following recipients or categories of recipients | The personal data may be disclosed to group entities of the data importer and to third party companies/individuals which are contracted to provide relevant services under the instruction of the data importer, where reasonably required for the purposes of the transfer. | |
| **Sensitive data** (if appropriate)    The personal data transferred concern the following categories of sensitive data | The main types of sensitive data are:  Special categories of personal data: health information and information on disabilities of the data subjects.  Criminal convictions data: none. | |
| **Data protection registration information of data exporter** (where applicable) | The data exporter is registered as a controller with the UK Information Commissioner's Office under Registration Number Z6364106. | |
| **Additional useful information** (storage limits and other relevant information) | None. | |
| **Contact points for data protection enquiries** | DATA IMPORTER  University Data Protection Officer  [privacy@reg.hku.hk](mailto:privacy@reg.hku.hk). | DATA EXPORTER  Data Protection Officer  [data-protection@ucl.ac.uk](mailto:data-protection@ucl.ac.uk) |

EXECUTED on the date set out at the head of this Agreement.

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| Signed for and on behalf of **UNIVERSITY COLLEGE LONDON** by  Signed for and on behalf of **THE UNIVERSITY OF HONG KONG** by | |  | | --- | |  | |  | | Professor Anthony Smith  Vice-Provost, Education & Student Affairs | |  | |  | | Date |  |  | | --- | |  | |  |  |  | | --- | |  | |  | | Professor Ian Holliday  Vice-President and Pro-Vice-Chancellor (Teaching and Learning) | |  | |  | | Date |  |  | | --- | |  | |