

**SCHEDULE 3
ADDITIONAL STUDENT TERMS AND CONDITIONS**

**This is Schedule 3 as referred to in the Memorandum of Agreement between
Chulabhorn Royal Academy and University College London dated**

20th September 2022

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1. INTRODUCTION

1.1 University College London (**UCL**) and **Chulabhorn Royal Academy (CRA)** (the **Academic Parties**) by an agreement dated 20th September 2022 (the **Agreement**) have agreed for appropriate students on the CRA Undergraduate Doctor of Medicine (MD) Programme (**CRA Programme**) to have the opportunity to apply for admission to the one year UCL intercalated BSc (**iBSc (UCL Programme)**) leading to an iBSc degree award from UCL (**UCL Awarded Degree**).

1.2 You have applied to UCL to study on the UCL Programme and UCL has offered you a place on the UCL Programme in order to study for the UCL Awarded Degree. While studying on the UCL Programme, you will be subject to the UCL student terms and conditions, the CRA terms and conditions for the purpose of your CRA Programme, and the additional terms and conditions set out herein.

1.3 You and the Academic Parties are hereinafter referred to as the **Parties**.

2. PROGRAMME DELIVERY

2.1 The UCL Programme will be delivered by UCL and the CRA Programme will be delivered by CRA.

2.2 You will be required to 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 and notified to you):

Princess Srisavangavadhana College of Medicine - Chulabhorn Royal Academy	UCL
Years 1, 2, 3, 5, 6, 7 of your CRA Programme	Year 4 of your CRA Programme

2.3 You shall maintain your Registration at CRA for the whole duration of the UCL Programme. You will also be required to Register with UCL for the purpose of the UCL Programme in accordance with UCL's procedures and regulations for the UCL Programme.

2.4 The regulatory framework of each Academic Party relating to the assessment and examination of students, including provisions for academic appeals, academic misconduct and extenuating circumstances (**Assessment Regulations**), shall apply as follows to each of the UCL Programme and the CRA Programme respectively:

2.4.1 The Assessment Regulations of UCL shall apply to the UCL Programme and UCL shall undertake all assessments for the UCL Programme;

2.4.2 The Assessment Regulations of CRA shall apply to the CRA Programme and CRA shall undertake all assessments for the CRA Programme.

2.5 Upon successful completion of the UCL Programme, you will be awarded the UCL Awarded Degree by UCL and be provided with a transcript and degree certificate for the UCL Programme from UCL.

2.6 The transfer of credit for completing the UCL Programme and how the UCL Programme counts towards an award from CRA for the purpose of the CRA Programme is governed by the rules, regulations and policies of CRA. Any CRA degree award (**CRA Awarded Degree**) shall be made by CRA in accordance with the rules regulations and policies of CRA.

3. FEES

3.1 You shall pay tuition fees to UCL for the UCL Programme at the rate notified to you by UCL and within the timescales set by UCL. If you agree with CRA that CRA will pay your tuition fees for the UCL Programme to UCL under a sponsorship arrangement, then in such case CRA will pay your tuition fees to UCL on your behalf at the rate notified by UCL. Any tuition fee sponsorship arrangement must be made directly between you and CRA. If CRA does not pay your tuition fees for the UCL Programme, then you will be responsible for payment of those fees to UCL.

3.2 All fees payable to UCL under Clause 3.1 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 UCL and the payee from time to time.

4. ACADEMIC APPEALS AND COMPLAINTS AND STUDENT DISCIPLINARY PROCEDURES

4.1 Unless set out otherwise in the other provisions of this Clause 4, you will be subject to the regulations, policies and procedures of UCL when studying on the UCL Programme at

UCL and the regulations, policies and procedures of CRA when studying on the CRA Programme at CRA, including those related to student conduct, assessment, student discipline, complaints, academic appeals and attendance.

- 4.2 When you are physically in attendance at one of the Academic Parties, you will be subject to the policies and procedures relating to your 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, as amended from time to time.
- 4.3 Where you wish 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.
- 4.4 UCL may determine at its sole discretion and in accordance with its own procedures and regulations in respect of such matters, that a student should not continue on the UCL Programme with respect to the UCL Awarded Degree, and in the event of such determination by UCL, UCL shall have no further obligation to continue to allow or enable that student to continue on the UCL Programme.
- 4.5 CRA may determine at its sole discretion and in accordance with its own rules and regulations in respect of such matters, that a student should not continue on the CRA Programme with respect to a CRA Awarded Degree.
- 4.6 In order to ensure that all academic appeals, complaints and allegations of misconduct are handled fairly and consistently, each Academic Party will provide the other with reasonable assistance as required in connection with the handling, administration and conduct of appeals, complaints and student disciplinary procedures.

5. USE OF PERSONAL DATA

5.1 You acknowledge that:

5.1.1 each of UCL and CRA 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 CRA appropriate data is kept as a permanent record to enable UCL and CRA, 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 and CRA may pass and share your information with the other institution and to other third parties (including any appointed agents or sub-contractors of UCL or CRA) for the purposes of admitting you to the UCL Programme and for the purposes of providing the CRA Programme, the UCL Programme and the UCL Awarded Degree. Further examples of data sharing and processing are available in CRA's Privacy Policy 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.

5.3 You acknowledge that CRA is located outside of the European Economic Area (EEA) and that your personal data may be transferred to CRA and processed outside the EEA as may be required in connection with your participation in the CRA Programme, the UCL Programme and the UCL Awarded Degree.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 For the purposes of this Clause, **Intellectual Property Rights** 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 Intellectual Property Rights modified, conceived, created or developed by you in the course of studying on a module taught by UCL as part of the UCL 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 the Parties. Ownership of any Intellectual Property Rights modified, conceived, created or developed by you in the course of studying on a module taught by CRA as part of the CRA Programme will be determined in accordance with the terms of the applicable student intellectual property policy in place at CRA.

7. CONFLICT

7. 1 The Parties acknowledge that upon your acceptance of an offer of a place on the UCL Programme, a contract is formed between you, UCL, and CRA the terms of which comprise:

- (1) the UCL Student Terms and Conditions;
- (2) the Chulabhorn Royal Academy Regulations regarding Undergraduate Studies 2019;
- (3) these terms and conditions; and

the Parties agree that in the event of conflict arising between (1) and (2), the terms of the UCL Student Terms and Conditions 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.