



MEMORANDUM OF AGREEMENT

between

UNIVERSITY COLLEGE LONDON

and

STATE UNIVERSITY OF NEW YORK AT STONY BROOK

Dated: 1 September 2023

IN RESPECT OF A STUDENT EXCHANGE PROGRAMME

THIS AGREEMENT is made on 01 September 2023

BETWEEN:

- 1) **UNIVERSITY COLLEGE LONDON** a body corporate established by Royal Charter with company number RC000631 of Gower Street, London, WC1E 6BT (**UCL**);

and
- 2) **THE STATE UNIVERSITY OF NEW YORK AT STONY BROOK**, a public research university located in Stony Brook, New York, the United States of America, Stony Brook, New York (**SBU**).

WHEREAS:

- 1) The Parties wishing to strengthen their academic relations have agreed to establish a framework whereby students from UCL and students from SBU can participate in a reciprocal Exchange Programme at each institution; and
- 2) The Parties have entered into this Agreement in order to set out the terms of such reciprocal Exchange Programme arrangements.

1 INTERPRETATION

- 1.1 In this Agreement the following terms shall have the following meanings:

Academic Year means an academic year being a period spanning two calendar years and, in the case of UCL, which normally commences in September of the first calendar year and ends in September of the consecutive calendar year;

Agreement means this document including, in accordance with Clause 1.4, the Schedules annexed hereto as the same may be varied or extended from time to time by written agreement between the Parties;

Applicant means an applicant for the Exchange Programme that the Home Institution considers meets the Entry Requirements;

Business Day means a day (other than a Saturday, Sunday or public holiday) from Monday to Friday but excluding public holidays in the UK and the USA;

Commencement Date means 1 September 2023, notwithstanding the date of signing;

Confidential Information means information disclosed by or on behalf of a Party to another Party which is marked confidential;

Entry Requirements means the entry requirements of each of UCL and SBU (as applicable) set out in the Schedule(s);

Exchange Programme means for each of UCL and SBU (as applicable) the courses identified in the Schedule(s);

Guidance means the UK Home Office's student sponsor guidance or equivalent as amended from time to time;

Home Institution means the institution at which the relevant Student is ordinarily based;

Host Institution means the institution hosting the relevant Student as part of the Exchange Programme;

Module means a discrete accredited element of a taught or doctoral programme. It may be taken as a stand-alone course or contribute to a Student's accumulation of credit towards a recognised qualification;

Ordinarily Resident means British citizens; Irish citizens; EEA & Swiss nationals (holding settled status, pre-settled status or an alternative legal right to reside in the UK), eligible family members of such EEA and Swiss nationals; persons with indefinite leave to enter or remain (settlement) in the UK and any other persons who do not require a student visa from UK Home Office to legally study in the UK;

Parties means the Parties to this Agreement and **Party** shall be construed accordingly;

Programme means any of the degree programmes described in the Schedule appended to this Agreement;

Relevant Requirements means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK's Bribery Act 2010 (as may be amended);

Semester in the case of UCL means (1) the Autumn term from September to mid-December or (2) the Spring and Summer terms from January to early June (in each case in accordance with UCL's term dates), and in the case of SBU means (1) the Fall term from September to mid-December or (2) the Spring term from Mid-January to May (in each case in accordance with Parties' term dates);

Student means a student of UCL or SBU (as applicable) accepted onto an Exchange Programme.

Students with a Student Visa has the same meaning as 'Student' as set out in paragraph 6.2 of the interpretation section of the Immigration Rules as amended from time to time; and

Students with a Student Visa Entry Requirements means the requirements to be met by students who are not Ordinarily Resident in the UK applying for a student visa to study at UCL on the Exchange Programme which are set by UCL following its processes and procedures in place from time to time.

F-1 Visa Student means a student supported by SBU for an F-1 visa to study full-time at Stony Brook University.

F-1 Visa Requirements are the requirements of the U.S. Department of Homeland Security, required of all students in that visa category studying in the United States. SBU is responsible to enforce all F-1 visa requirements of students supported by SBU.

- 1.2 All references to Clauses and Schedules are references to the relevant clauses of or schedules to this document unless the context otherwise requires.
- 1.3 References to the words **includes** or **including** shall be construed without limitation to the generality of the preceding words.

- 1.4 The Schedules form part of this Agreement and any reference to this Agreement includes the Schedules. Where there is any conflict or inconsistency between the main body of this Agreement and any Schedule of this Agreement the former shall prevail.
- 1.5 Headings are for convenience only and shall be ignored in interpreting this Agreement.
- 1.6 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.
- 1.7 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under them as from time to time amended, consolidated or re-enacted.

2 THE EXCHANGE PROGRAMME

- 2.1 The Parties have agreed to establish a Student Exchange Programme between the Departments and Faculties listed in the Schedule(s) at UCL and SBU (**Exchange Programme**). The Students participating in the Exchange Programme shall be undergraduate students. The period of Exchange Programme shall be specified in the Schedule(s).
- 2.2 Students shall maintain full-time status at their Home Institution and shall be registered as non-award students at the Host Institution. Students will continue as candidates for the award of the relevant degree at their Home Institution and will not be eligible for any award by the Host Institution.

3 NUMBER OF STUDENTS

- 3.1 The Parties have agreed that each Party may exchange to the other Party up to the maximum number of Students specified in the Schedule(s) for each Academic Year or Semester as applicable. Unless agreed between the Parties, neither Party shall be obliged to admit any Student where the other Party is unable to provide a reciprocal exchange Student in that Academic Year or Semester (as applicable).
- 3.2 For the purposes of determining the total number of Students exchanged between the Parties in each Academic Year, the Parties acknowledge that two Students attending the Host Institution for one Semester shall be the equivalent of one Student attending the Host Institution for one Academic Year.
- 3.3 The Exchange Programme shall be fully reciprocal on a yearly basis. Any imbalances in the number of Students exchanged between the Parties in any Academic Year (**Imbalances**) shall be corrected before the expiry or termination of the Agreement. Any outstanding Imbalances after the expiry or termination of the Agreement will be resolved by mutual agreement between the Parties acting in good faith.
- 3.4 Notwithstanding the non-participation of any Student in the Exchange Programme after registration of that Student at the Host Institution, that Student shall still be included in the overall balance of Students exchanged in that Academic Year.

4 STUDENT ADMISSION AND SELECTION

- 4.1 Students participating in the Exchange Programme will have completed at least two years of their degree programme before the start of the Exchange Programme unless otherwise agreed.

Students must be recommended by their Home Institution not only for their academic achievement but also for their maturity, conduct and motivation.

- 4.2 Students must meet the Entry Requirements in order to be eligible for the Exchange Programme and will only be permitted to study the programmes set out in Schedule(s) at the Host Institution.
- 4.3 The Home Institution shall submit details of all Applicants and all relevant application papers and documents for the Exchange Programme to the Host Institution by the Host Institution's application deadline as notified by the Host Institution to the Home Institution in writing from time to time (**Application Deadline**).
- 4.4 The Host Institution reserves the right to reject any Applicant if it considers either that the Applicant does not meet the Entry Requirements or if the Applicant's application is not received by the Application Deadline.
- 4.5 The Student shall be competent in the English language to the standard set out in the Schedule(s) and shall provide evidence of the same on request by the Host Institution.
- 4.6 Students shall be responsible for completing the enrolment process and remaining fully enrolled while at the Host Institution. Students will be required to select modules via Host Institution's online student portal as part of the enrolment process.

5 RESPONSIBILITIES OF THE PARTIES

- 5.1 The Host Institution shall:
 - 5.1.1 manage the admissions and financial processes relating to the Exchange Programme;
 - 5.1.2 provide Students with a Host Institution registration number and card and on-line access to appropriate Host Institution resources (subject to the Student's compliance with the Host Institution's policies);
 - 5.1.3 use reasonable endeavours to provide orientation to Students and to enable Students to participate in appropriate induction activities on arrival at the Host Institution where reasonably practicable;
 - 5.1.4 permit Students to enrol on modules on programmes set out in the Schedule(s) for which they are qualified provided that places are available;
 - 5.1.5 at each of the research and application, offer and enrolment stages, provide information on the subjects and programmes relevant to each Student's studies and updates to any such information provided together with details of any mandatory fees payable (e.g. computer use fees, module materials fees etc.);
 - 5.1.6 ensure that Students are made aware of their rights and responsibilities at the Host Institution during their period of study and ensure that they have access to the same facilities as other non-Exchange Programme students, including access to all academic, welfare and other student support services offered; and
 - 5.1.7 assess the course-work of each Student at least once in each Academic Year or Semester (as applicable).

- 5.2 The Home Institution shall:
- 5.2.1 at each of the research and application, offer and enrolment stages, ensure that Applicants are fully advised of the fees payable and other financial requirements (including but not limited to the need for successful Applicants to be financially sustainable for the whole period of the Exchange Programme and any possible increase to the applicable fees) and updates to any such information provided; and
 - 5.2.2 provide Applicants with assistance on immigration and visa requirements to study in the jurisdiction of the Host Institution and make Applicants aware that securing the offer of a place on Exchange Programme does not guarantee entry to the relevant jurisdiction to study.
- 5.3 The Parties agree that in all cases Students shall be solely responsible for complying with any immigration/visa requirements set by the national authorities and laws of the Host Institution's jurisdiction.
- 5.4 Where applicable, it shall be the Student's responsibility to obtain the necessary visa and/or permits to study in the relevant jurisdiction. UCL may, at its discretion, sponsor certain Students to study in the UK under the terms of its student sponsor licence with the United Kingdom Home Office and the Guidance. Students with a Student Visa will be required to present in person to UCL, original documents which will be listed and notified to the Students with a Student Visa before enrolment. F-1 Visa Students are required to complete an immigration intake upon arrival to SBU. Instructions are provided by SBU's Visa and Immigration Services.
- 5.5 Where UCL is the Home Institution and SBU is required to sponsor a Student in respect of entry to study in the jurisdiction in which it is located, UCL shall provide SBU with such reasonable information and assistance as may be necessary to enable SBU to comply with any obligations imposed on it by the relevant immigration authorities in the jurisdiction.
- 5.6 Each Party will perform the responsibilities assigned to it pursuant to this Agreement with reasonable skill and care and in accordance with all applicable laws, rules and regulations that apply to it.
- 5.7 The Parties acknowledge that UCL is subject to consumer protection legislation pursuant to which UCL is required to provide certain information to students about the Exchange in order to promote transparency and to protect students against unfair selling practices. SBU undertakes to provide reasonable assistance to UCL to enable UCL to comply with its legal requirements under consumer protection legislation in connection with the provision of the Exchange. Without prejudice to the generality of the foregoing, SBU will i) provide to prospective and current Students all material information regarding the Exchange, including details of the content and structure of the Exchange, details of the location(s) at which the Exchange will take place, the Host Institution's terms and conditions in respect of the Exchange (including rules and regulations and policies relating to Student conduct and complaints handling), which must at all times be easily accessible by Students and written in plain and intelligible language, and details of the applicable fees (including any possible increase to the fees), in accordance with Clause 7, in order to enable Students to make informed decisions in respect of the Exchange; and ii) notify UCL and prospective and current Students as soon as reasonably practicable in the event of any change to any of the material information specified in Clause 5.7(i). UCL undertakes to provide reasonable assistance to SBU to

enable SBU to comply with its legal requirements under applicable laws related to consumer protection of the USA in relation to the Exchange.

- 5.8 The Parties agree to provide all other additional information requested by the other Party relating to the Exchange Programme required to be provided to prospective and current students.

6 ACADEMIC STANDARDS AND QUALITY ASSURANCE

- 6.1 Each Party shall during the Term of this Agreement ensure that each Exchange Programme (and each module on the Exchange Programme) satisfies the requirements of any academic quality assurance regime and/or the requirements of any professional or regulatory body to which that Party is subject. The Parties acknowledge that in the case of UCL, the standards required by the Quality Assurance Agency for Higher Education (QAA) in the United Kingdom will apply to the Exchange Programme at UCL.

- 6.2 While at the Host Institution, Students will be subject to the Host Institution's regulations, policies and procedures including, but not limited to, those related to attendance, behaviour, discipline, complaints and appeals. The Parties agree to make such material available when an offer to participate in the Exchange Programme is made to a student. Where UCL is the Home Institution its Students with a Student Visa will also be subject to UCL requirements in relation to attendance monitoring, reporting and other obligations under the Guidance. Where SBU is the Host Institution, F-1 Visa Students must comply with all F-1 Visa Requirements.

- 6.3 Each Party will recognise academic credits earned by Students participating in an Exchange Programme, in accordance with their own rules and regulations. Credit for subjects taken at the Host Institution may be transferred and count towards an award from the Home Institution at the absolute discretion of the Home Institution.

- 6.4 If a Party determines as Host Institution, in accordance with its own regulations, policies and procedures in respect of such matters, that a Student should not continue on the Exchange Programme then it shall so notify the other Party (the Home Institution) and the Parties shall thereafter discuss, acting reasonably, how to proceed, it being acknowledged that the Party making such determination shall have no further obligation to continue to allow or enable that particular Student to continue on the Exchange Programme. The Parties agree to make such decisions in a timely manner to allow the other Party to comply, if required, with any time constraints imposed by visa requirements.

- 6.5 The Host Institution will issue academic transcripts (Transcripts) for each Student undertaking an Exchange Programme. The Host Institution shall send the Transcripts directly to the Home Institution no later than 4 months after the end of each Semester. Where SBU is the Host Institution, Students must request transcripts via online student portal. Neither Party shall withhold any Transcript on the basis of non-payment of debts other than tuition fees.

- 6.6 The Parties agree that each Party shall share relevant information for the purposes of facilitating monitoring and review of the collaborative arrangement, including reviewing the other Party's compliance with this Agreement and maintenance of academic standards. The other Party shall provide reasonable assistance and information to enable the reviewing Party to conduct any such monitoring process within any reasonable timescales requested by that Party in writing. In the case of UCL this Clause 6.6 shall include the monitoring and review processes outlined in UCL's quality management policies and procedures including those related to academic partnerships (including

the right to conduct any reviews specified therein) as may be amended from time-to-time. On request, UCL will provide the relevant web link to SBU as soon as reasonably practicable.

- 6.7 Subject to Clause 6.1, UCL's Exchange Programmes will be subject to UCL's established quality assurance mechanisms and SBU's Exchange Programmes will be subject to SBU's established quality assurance mechanisms as specified in the Schedule(s).

7 FEES AND FINANCIAL ARRANGEMENTS

- 7.1 Each Party agrees that Students shall be exempted from payment of the Host Institution's tuition fees. Students may be required to pay other mandatory fees to the Host Institution during the Exchange Programme such as module materials fees or computer use fees.
- 7.2 Students taking part in the Exchange Programme shall continue to pay the approved tuition fees and any other compulsory fees to their Home Institution.
- 7.3 Students from both institutions will be responsible for living costs, medical insurance, travel and all other personal costs and expenses which might be incurred while participating in the Exchange Programme. In cases where the Home Institution may offer support for any of these costs, Students will be responsible for following procedures and requirements for such support.

8 STUDENT SUPPORT

- 8.1 The Host Institution shall provide information to Students to help them find accommodation for the period of the Exchange Programme.
- 8.2 In all cases, Students shall be responsible for paying the relevant fees for the university halls or other residences in which they are accommodated. Where UCL is the Host Institution, UCL will provide advice on how to apply for a place in halls of residence belonging either to UCL or to the federal University of London. Where SBU is the Host Institution, SBU will arrange for on-campus housing.
- 8.3 Students at the Host Institution shall have the same rights and responsibilities and shall enjoy the same facilities as other non-Exchange Programme students, including access to all academic, welfare and other student support services offered.
- 8.4 Subject to the Student's authorisation, each Party will share with the other Party any agreed arrangements for support for teaching or assessment for disabled students registered on the Exchange Programme.
- 8.5 Students participating in the Exchange Programme will be required to have health coverage that meets the requirements of the Host Institution in accordance with its normal requirements for full-time matriculated students.
- 8.6 Students at the Host Institution who wish to raise issues or concerns regarding the Exchange Programme shall contact the named co-ordinator at their Home Institution. Where UCL is the Home Institution, Students should contact either their designated Study Abroad Tutor or the Study Abroad Team (Student Centre) for pastoral and academic issues.

9 CONTACT PERSONS

Each Party will designate a coordinator to manage and monitor the Exchange Programme, as follows:

| For UCL: | | For SBU: | |
|-----------------|--|-----------------|------------------------------------|
| Name | Charlotte Pike | Name | Margaret Hartofilis |
| Designation | International Partnerships Coordinator | Designation | International Programs Coordinator |
| Department | UCL Study Abroad | Department | International Academic Programs |
| | Gower Street | | E1340 Melville Library |
| | London | | Stony Brook |
| | WC1E 6BT | | NY 11794 |
| Email | Exchange-partnerships@ucl.ac.uk | Email | margaret.hartofilis@stonybrook.edu |
| Telephone | +44 (0)20 3108 8149 | Telephone | +1 631 632 7030 |

These contacts may only be amended by notification in writing by the relevant Party to the other Party.

10 BRAND AND LOGO

- 10.1 Neither Party to this Agreement shall use or refer to the name, logo or any other designation of the other Party without the prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). All publicity and marketing materials to be used by one Party to market the Exchange Programme and/ or which refer to the other Party or contain any of the logos, trade marks or other intellectual property of the other Party, shall be submitted by the relevant Party to the other Party for prior written approval. The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trade marks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.
- 10.2 Each Party shall:
- 10.2.1 work with the other Party in a timely fashion to jointly produce any release, brochure, publicity or marketing material or media release relating to the Exchange Programme; and
 - 10.2.2 notify the other Party as soon as practicably possible in the event of a change to any release, brochure, publicity or marketing material or media release relating to the Exchange Programme.
- 10.3 All publicity and marketing materials released to the public and media by or on behalf of a Party shall be accurate and shall not contain:

- 10.3.1 inappropriate or misleading comparisons with other programmes conducted by third parties;
- 10.3.2 derogatory statements about a Party or any third parties;
- 10.3.3 misleading statements or advice about recognition of awards by public or other authorised bodies or professional bodies or bodies in other countries;
- 10.3.4 misleading or incomplete information about the content or structure of the Exchange Programme, the fees, the availability of accommodation, facilities or support services or any other aspect of the Exchange Programme; and/or
- 10.3.5 statements that could reasonably bring the other Party into disrepute.

11 INSURANCE AND LIABILITY

- 11.1 Each Party will obtain and/or maintain at all times during the period of this Agreement appropriate policies of employer's liability, public liability, and professional indemnity insurance, or its equivalent, in respect of its involvement in the Agreement in amounts which are reasonable and customary for academic institutions of comparable size and undertaking similar activities as the Parties. Each Party will, on request, provide written proof of the existence of such insurances, or equivalences, to the other Party.
- 11.2 No Party shall have any liability to the other for:
 - 11.2.1 any special, incidental, consequential, exemplary, punitive or indirect damages, losses, costs or expenses; and
 - 11.2.2 any loss, damage, cost, liability or expense to the extent that such loss, damage, cost, liability or expense arises from the acts or omissions, or any misrepresentation or any other default on the part of the officers, employees and agents of the other Party.
- 11.3 Nothing in this Agreement will or is intended to limit or exclude a Party's liability for:
 - 11.3.1 fraud or fraudulent misrepresentation;
 - 11.3.2 death or personal injury caused by its negligence; or
 - 11.3.3 any other matter which may not be excluded or restricted by law.

12 CONFIDENTIALITY AND FREEDOM OF INFORMATION / ENVIRONMENTAL INFORMATION REGULATIONS

- 12.1 Each Party (the **Receiving Party**) shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party from or on behalf of the other Party (the **Disclosing Party**), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's financial affairs, business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as they need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of

confidentiality corresponding to those which bind the Receiving Party. This Clause shall cease to apply:

- 12.1.1 to any information which is or comes into the public domain through no default of either Party (or any person for whom either Party is responsible);
 - 12.1.2 to any information which is required to be disclosed by operation of statute, by a court of law or other competent tribunal, or any government body or other regulatory authority; or
 - 12.1.3 to any information which is disclosed by a Party to its professional advisers.
- 12.2 Each Party shall on demand and on termination of this Agreement surrender to the other Party, or destroy all materials relating to such Confidential Information in its or its personnel's, and to the extent possible, its agents' or representatives' possession.
- 12.3 Partner acknowledges that UCL is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**) (as may be amended from time to time). Partner shall provide reasonable assistance and co-operation to UCL to enable UCL to comply with its information disclosure requirements under FOIA and EIRs. UCL acknowledges that SBU is subject to the New York State Freedom of Information Law and shall, to the extent legally permissible, assert the trade secret exemption for UCL's Confidential Information, it being understood that an asserted exemption is subject to appeal and/or other judicial review.
- 12.4 UCL will be solely responsible for determining whether any information that UCL is required to disclose under FOIA or EIRs, regardless of whether or not it is Confidential Information:
- 12.4.1 is exempt from disclosure in accordance with the provisions of FOIA or the EIRs; and/or
 - 12.4.2 is to be disclosed in response to a request for information and any resulting disclosure by UCL shall be deemed not to be a breach of the confidentiality provisions in this Agreement.

13 DATA PROTECTION

- 13.1 For the purposes of this Clause 13:
- 13.1.1 **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
 - 13.1.2 **Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;
 - 13.1.3 **Data Subject** means the individual to which the Personal Data relates;
 - 13.1.4 **Personal Data** means any information relating to an identified or identifiable living individual;
 - 13.1.5 **Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and
 - 13.1.6 **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly.

- 13.2 The Parties acknowledge and agree that they will share Personal Data in order to fulfil their obligations under this Agreement, in particular to facilitate the operation of the Exchange Programme.
- 13.3 The Parties acknowledge and agree that in relation to the Personal Data disclosed by one Party to the other in connection with this Agreement:
- 13.3.1 UCL is a Controller in respect of the Personal Data it Processes;
 - 13.3.2 Partner is a Controller in respect of the Personal Data it Processes;
 - 13.3.3 the Parties are not joint Controllers; and
 - 13.3.4 neither Party Processes any Personal Data on behalf of the other Party as a Processor.
- 13.4 In respect of the Personal Data that is shared by the Parties under and in connection with this Agreement:
- 13.4.1 each Party shall comply with the Data Protection Laws to which it is subject;
 - 13.4.2 the Parties shall use reasonable endeavours to work together to help ensure that each Party is able to Process the Personal Data lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws to which it is subject;
 - 13.4.3 each Party shall take appropriate technical and organisational measures to help keep the Personal Data safe and secure and to protect the Personal Data from unauthorised access;
 - 13.4.4 each Party shall notify the other without undue delay after becoming aware of any Personal Data Breach involving the other parties' Personal Data; and
 - 13.4.5 the Parties agree to enter into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Laws to which it is subject, provided that neither Party shall be obliged to agree to any term in any such agreement to the extent that compliance with the term would put it in breach of any law to which it is subject.
- 13.5 Where Partner discloses the Personal Data of a Data Subject to UCL under and in connection with this Agreement, Partner shall promptly inform the Data Subject that UCL will:
- 13.5.1 be processing the Personal Data in connection with this Agreement; and
 - 13.5.2 process the Personal Data in the manner and for the purposes described in: (a) the UCL General Privacy Notice, available at <https://www.ucl.ac.uk/legal-services/privacy/general-privacy-notice>; (b) the UCL Student Privacy Notice, available at <https://www.ucl.ac.uk/legal-services/privacy/student-privacy-notice>; and (c) any other privacy notices applicable to the Data Subject which UCL notifies Partner of from time to time.
- 13.6 Partner shall only provide to UCL:
- 13.6.1 the Personal Data that is required to be provided by it to UCL pursuant to the terms of this Agreement; and

13.6.2 such other Personal Data as may be requested by UCL from time to time under and in connection with this Agreement,

and shall ensure that no other Personal Data is provided by it (or anyone else acting on its behalf) to UCL.

13.7 The Parties acknowledge and agree that no provision of this Agreement (including this Clause 13) shall require either Party to disclose data (including Personal Data) to the other Party where such disclosure would put the disclosing Party in breach of any law (including any Data Protection Law) to which it is subject.

13.8 Confirmation of whether the sharing of Personal Data by UCL with Partner under this Agreement constitutes a transfer of Personal Data to a person located outside of the United Kingdom (other than in an “Equivalent Country” as that term is defined in Schedule 2) and, where it does, the additional terms that apply to the sharing of such Personal Data, are set out in Schedule 2.

13.9 Clauses 13.4.1, 13.4.4, 13.9 and Schedule 2 shall survive termination or expiry of this Agreement.

14 TERM, TERMINATION, REVIEW AND DISPUTE RESOLUTION

14.1 This Agreement shall be effective from the Commencement Date and shall continue for a period of 5 (five) years (**Term**).

14.2 This Agreement may be extended or amended in writing by mutual consent of the two Parties.

14.3 The Agreement will be subject to review by both Parties at least twelve (12) months before expiry of the Term and at least twelve (12) months before the expiry of any extended period of the Term thereafter.

14.4 Subject to Clause 14.5, this Agreement may be terminated by either Party without penalty:

14.4.1 on giving twelve (12) months’ notice to the other Party in writing;

14.4.2 immediately on written notice to the other Party if, following any review under Clause 6.6, the collaboration is not operating to the satisfaction of one Party, or the academic standards of any Exchange Programme are not in the reasonable opinion of one Party being maintained by the other Party, or any applicable regulatory requirements relevant to the Exchange Programme are not being fully met by the other Party, following such review; or

14.4.3 on written notice to the other Party if the other Party (i) materially breaches this Agreement (and the breach, if capable of remedy is not remedied within thirty (30) days following the date of notice); (ii) engages in conduct that is in the reasonable opinion of the other Party prejudicial to its reputation; or (iii) enters into insolvency or equivalent proceedings.

14.5 In the event of expiry, termination or amendment of this Agreement for any reason, all existing commitments to Students will be fulfilled such that existing Students are able to complete their Exchange Programme at the Host Institution and the terms of this Agreement will continue in force to the extent necessary to allow such Students to complete their period of study at the Host Institution. For the avoidance of doubt, such arrangements do not extend to an obligation on UCL to sponsor students for whom UCL is not the Home Institution as set out in the Guidance.

- 14.6 Following expiry or termination of this Agreement for any reason, each Party shall return to the other Party at its own expense all materials in its possession belonging to the other Party relating to this Agreement or an Exchange Programme and shall return or destroy (at the option of the other Party) all confidential information of the other Party then in its possession or control provided always that each Party shall be entitled to retain copies of confidential information as may be required by it in order to comply with any law or regulatory requirement.
- 14.7 In the event of any disagreement or dispute that may arise in relation to the execution, interpretation or application of this Agreement, the Parties shall first meet and use reasonable efforts to resolve the dispute by negotiation between the Parties acting in good faith.
- 14.8 Termination of this Agreement will not affect the rights of each Party against the other in respect of the period up to and including the date of termination or expiry.

15 COMPLIANCE WITH RELEVANT REQUIREMENTS

- 15.1 Each Party shall:
- 15.1.1 comply with the spirit and principles of all Relevant Requirements;
 - 15.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 15.1.3 comply with such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as are provided to the other Party from time to time;
 - 15.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.
- 15.2 UCL shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the spirit and principles of the Relevant Requirements and clause 15.1.2 and will enforce them where appropriate; SBU shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the spirit and principles of the Relevant Terms and clause 15.1.2 and will enforce them where appropriate; and
- 15.3 To the extent possible, each Party shall ensure that any person associated with it who is providing goods or services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Parties in this Clause 15 (**Relevant Terms**).
- 15.4 Breach of this Clause 15 shall be deemed a material breach under clause 14.4.3
- 15.5 For the purposes of this Clause 15, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 15, a person associated with either Party includes but is not limited to any subcontractor of the Party in question.

15.6 UCL shall provide reasonable assistance and co-operation to SBU to enable SBU to comply with the relevant legislative requirements relating to anti-bribery and anti-corruption in the United States of America.

16 FORCE MAJEURE

16.1 Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Parties shall use reasonable endeavours to cure any such events or circumstances and resume performance under this Agreement. If any event or circumstances prevent one Party from carrying out its obligations under this Agreement for a continuous period of more than 90 Business Days, the other Party may, subject to Clause 14.5, terminate this Agreement immediately by giving written notice to the first Party.

17 GENERAL

17.1 Neither Party will discriminate against any student or any member of staff based on the age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

17.2 Each Party shall at all times comply with applicable health and safety and environmental laws in its relevant jurisdiction.

17.3 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

17.4 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this Clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

17.5 Neither Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other.

17.6 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business.

17.7 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 17.8 If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 17.9 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17.10 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.11 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 17.12 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 17.13 Any variation to this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.
- 17.14 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the State of New York, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.

This is Schedule 1 as referred to in the Memorandum of Agreement between University College London and SUNY at Stony Brook and dated 1 September 23.

**SCHEDULE 1
The Exchange Programme**

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| UCL Exchange Programmes | <ul style="list-style-type: none"> • Anthropology & Institute of Archaeology (Faculty of Social & Historical Sciences) • Arts & Sciences (Faculty of Arts & Humanities) • Social Sciences (Institute of Education) • History (Faculty of Social & Historical Sciences) • Biological Sciences (Faculty of Life Sciences) • (and such other courses as may be agreed in writing between the Parties from time to time) |
| SBU Exchange Programme Programmes | SBU International Academic Programs |
| Period of Exchange Programme | 1 to 2 Semesters |
| UCL Entry Requirements | <ul style="list-style-type: none"> • Students must have completed at least two years of study at the Home Institution and have achieved at least a 2:1 (or 3.3/4.0 GPA equivalent) in their studies; • The standard of competence in English as required by UCL from time to time shall as a minimum comply with the standard of competence in English required by the United Kingdom Home Office at the time of the Student's admission to the Programme. The standard of competence in English required by UCL shall be published by UCL on its website from time to time. • Students should be currently studying in a similar area to the nominated department of admission. UCL Admission Tutors need to be confident that the student will have sufficient academic background in their subject (and enthusiasm for it) to enable them to take classes alongside regular degree students. There may also be admission requirements (including pre-requisites) specific to individual subject areas and courses. Students or partners should contact the relevant Affiliate Tutor/Contact directly. Their contact details can be found in the relevant departmental entry in the Study Abroad Guide. https://www.ucl.ac.uk/prospective-students/study-abroad-at-ucl/ • In respect of students who are not Ordinarily Resident in the UK applying for a student visa to study at UCL on the |

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| | <p>Exchange Programme, such students must meet the Students with a Student Visa Entry Requirements.</p> <p>and any other specific entry requirements as notified by the UCL to SBU in writing from time to time.</p> |
| SBU Entry Requirements | <ul style="list-style-type: none"> • Students must have completed at least one year of study at the Home Institution; • Students from an English language university or college, where all instruction is in English, may be admitted without taking the TOEFL or IELTS tests. <p>and any other specific entry requirements as notified by SBU to UCL in writing from time to time.</p> |
| Maximum number of Students in each Academic Year or Semester (as applicable) | <p>3 academic year or 6 semester students (or such other number as may be agreed between the Parties in writing from time to time)</p> |
| Details of any quality assurance processes | <p>UCL quality assurance processes: http://www.ucl.ac.uk/srs/academic-manual/c6/c6-intro#top</p> <p>SBU quality assurance processes: http://sb.cc.stonybrook.edu/bulletin/current/policiesandregulations/</p> |

This is Schedule 2 as referred to in the Memorandum of Agreement between University College London and SUNY at Stony Brook and dated 01 September 2023

SCHEDULE 2

RESTRICTED TRANSFERS OF PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM (UK)

| Table 1 | |
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| <p>Will UCL be transferring Personal Data under this Agreement to a person that is located in a country that is not an “Equivalent Country”?</p> <p>“Equivalent Country” here means a country that the UK’s Information Commissioner has determined on the basis of article 45 of UK GDPR offers an adequate level of data protection.</p> | <p>Yes</p> |

| Table 2 | |
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| <p>This table is only relevant where UCL is transferring Personal Data to a person located in a country that is not an Equivalent Country</p> | |
| <p>Additional clauses that apply in respect of all restricted transfers of Personal Data by UCL outside of the UK under this Agreement</p> | <p>The standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council (Module One controller to controller transfers) set out in Commission Decision 2021/914/EC (EU Standard Contractual Clauses – Module One Controller to Controller) and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (UK Addendum) shall apply, copies of which can be found at:</p> <p>https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj and https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf</p> |

| Table 3 | |
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| <p>This table is only relevant where the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum apply to restricted transfers of Personal Data by UCL under this Agreement</p> | |
| <p>Completing the details needed for the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum</p> | <p>For the purposes of the EU Standard Contractual Clauses – Module One Controller to Controller:</p> <ul style="list-style-type: none"> • the <i>data exporter</i> shall be UCL and the <i>data importer</i> shall be Partner; • the description of the transfer for the purposes of Annex I Parts B and C of the EU Standard Contractual Clauses – Module One Controller to Controller is as set out in the rest of this table |

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| | <ul style="list-style-type: none"> the technical and organizational measures including technical and organizational measures to ensure the security of the data for the purposes of Annex II of the EU Standard Contractual Clauses – Module One Controller to Controller are as set out in the rest of this table. <p>For the purposes of the UK Addendum:</p> <ul style="list-style-type: none"> the <i>data exporter</i> shall be UCL and the <i>data importer</i> shall be Partner; the key contacts shall be as set out in the rest of this table in Table 2 the second option shall be selected in Table 2 ‘Yes’ shall be entered against Module 1 and ‘No’ against the other Modules in Table 2 against Module 1 the following selections shall be made: <ul style="list-style-type: none"> Clause 7 – No Clause 11 (Option) – No In Table 3 the information shall be as set out in the rest of this table In Table 4 the ‘Exporter’ option shall be selected <p>To the extent that there is any conflict or inconsistency between the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum, and the terms of this Agreement, the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum shall take precedence.</p> |
| <p>Data subjects whose personal data is transferred</p> <p>The personal data transferred concern the following categories of data subjects</p> | <p>Undergraduate students</p> |
| <p>Purposes of the data transfer(s) and further processing</p> <p>The transfer is made for the following purposes</p> | <p>To facilitate collaborative teaching arrangements between the parties and enable student exchanges for the purpose of an academic programme of study.</p> |
| <p>Categories of personal data transferred</p> <p>The personal data transferred concern the following categories of data</p> | <p>Names; contact details such as addresses; personal details such as gender, date of birth, nationality; course particulars; transcripts and disciplinary and conduct issues arising during the Exchange Programme.</p> |

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| <p>Recipients</p> <p>The personal data transferred may be disclosed only to the following recipients or categories of recipients</p> | <p>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.</p> | |
| <p>Sensitive data transferred (if applicable)</p> <p>The personal data transferred concern the following categories of sensitive data</p> | <p>Health – should a student disclose information about a health condition or disability, this information may be shared with the partner institution to enable suitable arrangements to be put in place, subject to consent being provided by the student.</p> | |
| <p>The frequency of the transfer</p> | <p>The data is transferred on a continuous basis.</p> | |
| <p>Nature of the processing</p> | <p>The parties will process the personal data of students participating in the Exchange Programme in accordance with their own policies and procedures and as set out in this Agreement, including this Table 3.</p> | |
| <p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</p> | <p>UCL shall retain the personal data in accordance with UCL's Retention Schedule available at: https://www.ucl.ac.uk/library/collections/records-office/retention-schedule</p> <p>SBU shall retain the personal data in accordance with SBU's Retention Schedule available at: https://system.suny.edu/compliance/records/records-retention/records-retention-schedule</p> | |
| <p>Data protection registration information of data exporter (where applicable)</p> | <p>The data exporter is registered as a controller with the UK Information Commissioner's Office under Registration Number Z6364106.</p> | |
| <p>Additional useful information (storage limits and other relevant information)</p> | <p>None.</p> | |
| <p>Technical and organizational measures of Partner including technical and organizational measures of Partner to ensure the security of data</p> | <p>Please see SBU's Policy: https://cybersecurity.stonybrook.edu</p> | |
| <p>Contact points for data protection enquiries</p> | <p>DATA IMPORTER</p> <p>Registrar Officer registrar_office@stonybrook.edu</p> | <p>DATA EXPORTER</p> <p>Data Protection Officer data-protection@ucl.ac.uk</p> |

Signed in duplicate, with both copies being equally authentic, by the authorised signatories on behalf of the Parties:

For University College London

For SUNY at Stony Brook



Professor Kathleen Armour
Vice-Provost (Education & Student Experience)

Lindsai Walker
Interim Vice Provost for Global Affairs

Date 30/05/2023

Date June 7, 2023



Professor Geraint Rees
Vice-Provost (Research, Innovation & Global
Engagement)

Date 10-05-2023