



தமிழ்நாடு தமிலநாடு TAMIL NADU

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18/3/14
IITM Incubation cell

M. GANAPATHY,
STAMP VENDOR
L.No. 14325 / E / 94
No. 42, Velachery Main Road,
CHENNAI-600 042. PH: 22440099

**AGREEMENT BETWEEN
IITM INCUBATION CELL AND
SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING**

This agreement ("Agreement") is entered into this 15th day of February 2024 ("Effective Date") by and between

IITM Incubation Cell, a company registered under Section 25 of the Companies Act, 1956, having its registered office at 03 A2 Third Floor, IITM Research Park, Kanagam Road, Taramani, Chennai - 600113, Tamil Nadu, India represented by its authorized representatives (hereinafter referred to as 'IITMIC' which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART.**

AND

Sree Chitra Thirunal College of Engineering, an institution, having its registered office in NH 66, CTO Colony, Pappanamcode, Thiruvananthapuram, Kerala - 695018, India represented by Dr. C. Satish Kumar, Principal, (hereinafter referred as 'SCTCE', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns) of the **OTHER PART** (IITMIC and SCTCE are hereinafter jointly referred to as 'Parties' and individually as 'Party')

For IITM Incubation Cell
Janawati Ghosh
Authorised Signatory

[Signature]
PRINCIPAL
Sree Chitra Thirunal
College of Engineering
Thiruvananthapuram



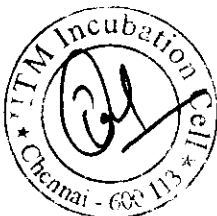
RECITALS


- A. SCTCE is a Higher Educational Institution and offers various courses under the faculty of Engineering & Technology. The institute is working towards its vision of empowering budding engineers in technical and entrepreneurial training and to contribute to the socio-economic augmentation of the nation.
- B. IITMIC is responsible for promoting and fostering entrepreneurship. IITMIC nurtures technology ventures through their start-up phase by providing all support necessary including strategic and operational guidance, training, mentoring, networking and such support as applicable to help entrepreneurs establish themselves before scaling up. IITMIC is running the Learning Engineering through Activity Program (“LEAP”) with Principal Investigator, Prof. Timothy A. Gonsalves.
- C. IITMIC is working towards enhancing engineering skills of undergraduate students in Indian engineering colleges and universities via practical exposure to engineering product design through LEAP. LEAP applies Project Based Learning methods in a semester long intensive program where students work on projects based on “real-world” problems, with an Inter-disciplinary scope.
- D. LEAP will involve selected knowledge partners in implementation of the programs.
- E. The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- F. Both Parties agree to enter into this Agreement for advancing their mutual interest at the agreed upon terms as contained in this Agreement.

CLAUSES

1. SCOPE OF THE AGREEMENT

- 1.1 The budding graduates from SCTCE could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both Parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge. Both Parties intend to collaborate to enable LEAP program.
- 1.2 **Scope of IITMIC with respect to LEAP:**
 - 1.2.1 To provide the LEAP program content to SCTCE.
 - 1.2.2 To provide Trainings to the Faculty of SCTCE as per LEAP Program content.
 - 1.2.3 To help the faculty of SCTCE with respect to providing Trainings to the SCTCE Students as per LEAP content, including lectures towards specific skill sets.
 - 1.2.4 To guide Faculty of SCTCE w.r.t implementing and monitoring LEAP Program.




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1.3 Scope of SCTCE with respect to LEAP:

- 1.3.1 To nominate SCTCE Faculty members in accordance with the number of teams participating in the LEAP program. Faculty members to be selected as per LEAP guidelines.
 - 1.3.2 To select Students for participating in the LEAP program as per mutually agreed team size and number of teams in the program.
 - 1.3.3 To provide lab facilities, components, consumables etc. to students as per needs of the respective projects.
 - 1.3.4 To provide logistics support as per program requirements to both the faculty members and students participating in the LEAP program.
 - 1.3.5 To make payments to IITMIC as per mutual agreement for LEAP program implementation. SCTCE will pay a fee as per Clause 5 including applicable GST to IITMIC for the services indicated in Clause 1.2. Any changes in the fees will be captured via an addendum to this Agreement.
- 1.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

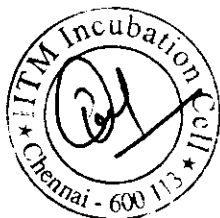
2. INTELLECTUAL PROPERTY


LEAP Content and Methodology are IP of LEAP. The materials may be used by SCTCE only for LEAP programmes with prior approval of LEAP. They may not be used for any other purpose except with the express prior approval of LEAP.

Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party. All employees and/or the representatives of each Party shall represent themselves only as employees or representatives of the such Party and each Party shall be solely liable for all actions of their employees and/or representatives

3. VALIDITY

- 3.1 This Agreement will be valid from the Effective Date till the end of **3 Years**, until it is expressly terminated by either Party on mutually agreed terms, during which period both Parties, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of the Parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement unless an amendment to this Agreement is executed.




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3.2 Termination: In case LEAP program implementation is in progress, both Parties may terminate this Agreement upon 30 calendar days' notice in writing. In the event of Termination, both Parties have to discharge their obligations to protect the interests of the students who are participating in the LEAP program.

4. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that SCTCE and IITMIC are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the Agreement shall be resolved by the President, IITMIC.

SCTCE shall make no warranties whatsoever on behalf of IITMIC or LEAP described herein unless specifically authorised by IITMIC.

5. FORMAL SERVICE CHARGES TRANSACTION FORMALITIES BETWEEN PARTIES

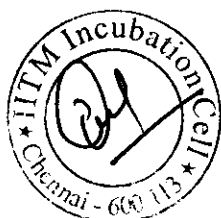
5.1 These are covered in Annexures for various courses.


5.2 Payment terms in Annexures would be updated whenever a new LEAP course is started.

6. DISCLAIMER

SCTCE understands and acknowledges that IITMIC intends to provide good quality support and services to it in good faith; and IITMIC does not undertake responsibility for ensuring quality of support and services provided by IITMIC and its consultants to the complete satisfaction of SCTCE.

SCTCE further agrees that IITMIC or its officers, directors, representatives and employees shall not be held liable for any reason on account of the above.




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LIMITATION OF LIABILITY

Neither Party shall be liable for indirect, consequential, exemplary, incidental, special or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and even if foreseeable or if such Party has been advised of the possibility of such damages.

7. INDEMNITY


SCTCE hereby irrevocably and unconditionally undertakes to defend, indemnify and hold harmless IITMIC, its affiliates, its officers, directors, representatives and employees, and keep them indemnified at all times from and against all claims, damages, costs and expenses (including legal expenses) that may be incurred by IITMIC due to or in relation with the non-performance or breach or alleged breach of any of the terms and conditions of this Agreement, damage loss or destruction caused to any real, tangible or intangible property including goodwill including but not limited to third party claims for damages suffered or incurred or that may be suffered or incurred by IITMIC for any reason whatsoever including but not limited to as a result of or in relation to, any breach or non-fulfilment by SCTCE of any of its representations, warranties, obligations, and covenants set out in this Agreement. This right to indemnification by IITMIC shall not in any manner prejudice the right of IITMIC to claim any other relief or recourse under law.

The indemnification rights of IITMIC hereunder are independent of, and in addition to, such other rights and remedies IITMIC may have at Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8. CONFIDENTIALITY

SCTCE undertakes that it will not disclose, and will use its reasonable efforts to ensure that its representatives, officers, managers, partners, members, employees, legal, financial and professional advisors, do not disclose, to any third party any confidential information without the prior written consent of IITMIC that has proprietary rights over such confidential information.



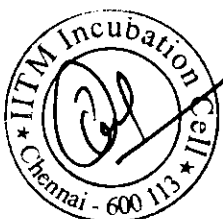

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9. GOVERNING LAW & DISPUTE RESOLUTION

- a) In case of any dispute or differences arising out of this Agreement, each Party may as soon as practicable give to other Party notice in writing of the existence of such disputes or differences specifying its nature and the point of issue.
- b) If the Parties cannot resolve the matters by mutually acceptable solutions within 30 (days) business days of receipt of such notice, the said dispute or difference shall be referred to and settled by way of arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended.
- c) The arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties. In the event the Parties fail to appoint a sole arbitrator within 7 days, both the Parties shall appoint one arbitrator and both the arbitrator shall appoint a third arbitrator. The seat of the arbitration proceedings shall be in Chennai, India. The arbitration proceedings shall be conducted in English.
- d) Each Party shall bear their own cost of arbitration and the award of the arbitrator(s) shall be a reasoned award and shall be final and binding on the Parties.
- e) This Agreement shall be governed by and construed in accordance with the laws of India, the courts in Chennai shall have exclusive jurisdiction.

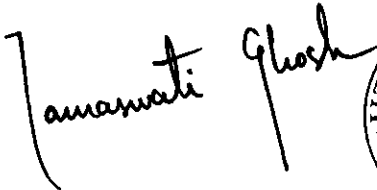
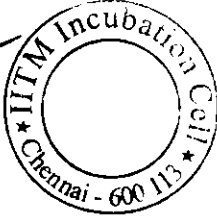
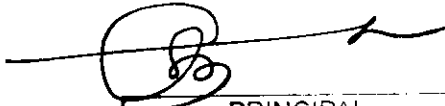
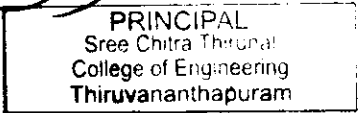


10. MISCELLANEOUS

- a) Notices: Any notice to be given hereunder shall be deemed sufficient if addressed in writing, and delivered by registered or certified mail or delivered personally, to the registered office of the Parties as contained herein.
- b) Entire Agreement: This Agreement along with its annexures, attachments constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.
- c) Amendments: This Agreement shall not be modified or amended except by an agreement in writing signed by each of the Parties hereto.
- d) Waiver: No failure of a Party to insist upon strict compliance by the other with any obligation or provision hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of such Party's right to demand exact compliance with the terms of this Agreement.




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- e) **Severability:** If any provision of the Agreement or the application thereof to any person or entity or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- f) **Signatures:** IITMIC and SCTCE have caused this Agreement purely on mutual trust and commitment and have executed by their duly authorized representatives as of the day and year written below:
- g) **Force Majeure Events:** Neither Party hereto shall be responsible for failure or delay in the performance of any of its obligations hereunder due to any cause or causes not imputable to it, such as natural disaster, war, insurrection, epidemic, pandemic, revolution, riot, governmental restriction or so forth. If either Party hereto is prevented by such cause or causes from performing its obligations under this Agreement, such Party shall promptly notify the other Party to that effect.

IITM INCUBATION CELL	SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING
  <p>Authorized Signatory Name: Dr. Tamaswati Ghosh Designation: CEO, IITMIC Date: 15-02-2024 Place: Chennai</p>	  <p>Authorized Signatory Name: Dr. C Sathish Kumar Designation: Principal Date: 15-02-2024 Place: Thiruvananthapuram</p>
 <p>Witness 1 Name: Prof. Timothy A. Gonsalves Designation: Principal Investigator, LEAP</p>	 <p>Witness 2 Name: Dr. Madhu G. Designation: Professor (Mech. Engrg.) SCTCE</p>

Annexure 1. LPB01 and LPB02 Courses for SCTCE

Formal service charges and transaction formalities between parties for LPB01 (Reverse Engineering bootcamp) during second semester and LPB02 (Automation with Arduino) for SCTCE for Academic Year 2023-24 during third semester:

A.1.1. Service Charges

Cost Factor	Amount * (Rupees)	Remarks
LEAP Membership Fee	Rs. 25,000	If paid per semester
	Rs. 40,000	If paid for the academic year
LEAP Fee for both LPB01 and LPB02 Programmes	Rs. 2,10,000	<ul style="list-style-type: none">● FDP:<ul style="list-style-type: none">○ 20 Faculty, 1 FDP, 3 days○ FDP conducted by LEAP team● Students Programme:<ul style="list-style-type: none">○ 120 students, 2 batches of 60 students each○ In each semester, 2 days per batch, 4 days covering both batches○ Conducted by LEAP trained college faculty with local support from LEAP team

* GST to be paid extra as applicable

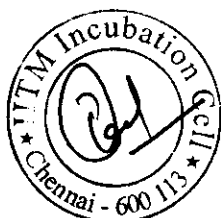
A.1.2. Terms and Conditions

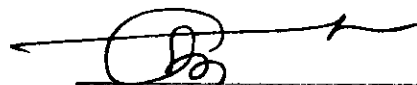
A.1.2.1. Acceptance of the quotation constitutes a concluded contract. After the acceptance of the quotation, the agreed fee must be paid as stated in section A.1.3.

A.1.2.2. Only the mentioned service and offering will be provided and any other services from LEAP or IITMIC can be discussed separately including the scope and expenses.

A.1.2.3. SCTCE will bear the cost of equipment used during the program. IITMIC or LEAP team will in no case be liable for any expenses on account of bill of materials including the transport charges.

Accommodation and local travel must be taken care of by SCTCE when LEAP faculty travels to college in relation to above mentioned services.

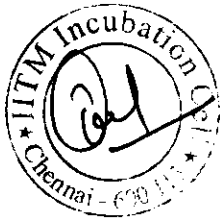



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A.1.3. Payment Terms

Fee	Description	Amount * INR
LEAP Membership Fee	To be paid before start of FDP Programme	₹25,000 or ₹40,000
LEAP Fee for LPB01 and LPB02 Programmes	50% to be paid before start of FDP	₹1,05,000
	50% to be paid before start of LPB01 Student Programme in the second semester	₹1,05,000

* GST to be paid extra as applicable



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Thiruvananthapuram





BIRMINGHAM CITY
University

DATED: 17th September 2021

(1) BIRMINGHAM CITY UNIVERSITY

- and -

(2) SREE CHITRA THIRUNAL COLLEGE

ARTICULATION AGREEMENT

REFERENCE: 2021-00274

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THIS AGREEMENT is made on 17th September 2021

BETWEEN:

- (1) **BIRMINGHAM CITY UNIVERSITY** of 15 Bartholomew Row, Birmingham, B5 5JU, ("BCU"), and
- (2) **SREE CHITRA THIRUNAL COLLEGE** of Thiruvananthapuram, Kerala, India ("Partner").

Each a 'Party' and together the 'Parties'

RECITALS

- A. International collaborative provision is one of the mechanisms whereby BCU fulfils its mission to widen participation by offering citizens of other countries the opportunity to take programmes in places and modes which make higher education accessible to people and communities who have not traditionally had access to British higher education. The Partner has agreed that the development of its collaboration with BCU is supportive of its strategic plan and its mission to increase the educational opportunities available to the population it serves.
- B. The Parties wish to work together to provide clear progression routes that guarantees students consideration for admission (but not guaranteed entry) to a BCU Programme (as defined below) with recognised credit from the Partner. Students will be able to apply under the usual admissions criteria to BCU following successful completion of an award at the Partner.
- C. Students admitted to BCU from the Partner under the articulation arrangement provisions in this Agreement will be granted specific credit to enable them to commence a BCU Programme beyond the standard point of entry.
- D. The procedures put in place by BCU and the design and operation of the BCU Programmes governed by this Agreement must comply with the requirements of the Code of Practice and the Framework for Higher Education Qualifications published by the Quality Assurance Agency ('QAA') for British Higher Education and, where relevant, subject benchmarking information recognised by British Universities. Under the terms of this Agreement BCU is permitted to vary its procedures and programmes to ensure continuing compliance. BCU will give the Partner notice of any such changes. The Partner is responsible for ensuring any activities carried out in accordance with or under the terms of this Agreement are fully compliant with any QAA requirements.

This Agreement details the terms upon which the Parties will collaborate and work together.

1 Definitions

In this Agreement the following expressions shall have the following meanings:

- | | |
|-------------------------|---|
| "Academic Board" | means the Academic Board of BCU as more particularly defined in BCU's Articles of Government; |
| "Academic Year" | means an academic year of BCU which will usually be from September to June (but may be different) in each year of the |

	Agreement, the exact dates of which can be notified by BCU to the Partner upon written request;
"Articulation Arrangement"	means the formal recognition of academic credit and transfer agreement of specified BCU Programmes and Partner Programmes between BCU and the Partner as set out in Clause 2 and Schedule 1 (Articulation Arrangements) of this Agreement;
"BCU Programme(s)"	means the programmes offered by BCU and listed in Schedule 1 (Articulation Arrangements) available for Prospective Students to apply to with recognised qualifications from the Partner meeting the entry criteria;
"Commencement Date"	means 17 th September 2021;
"Data Controller"	shall have the same meaning as set out in the DPA;
"Data Processor"	shall have the same meaning as set out in the DPA;
"Data Protection Legislation"	means the Data Protection Act 2018; the UK General Data Protection Regulations and all applicable data protection and privacy legislation in force from time to time in the UK which apply to a Party relating to the use of Personal Data (including, without limitation, in relation to the privacy of electronic communications) as amended and the guidance and codes of practice issued by the Information Commissioners Office applicable to a Party as amended or replaced from time to time;
"Data Subject"	shall have the same meaning as set out in the DPA;
"Deputy Vice-Chancellor"	means the Deputy Vice-Chancellor of BCU responsible for academic matters;
"DPA"	means the Data Protection Act 2018;
"EIR"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"FOIA"	means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"GDPR"	means the UK General Data Protection Regulation;
"Home Student"	shall mean Students who qualify for "home" fees under the criteria referenced by the UK Council for International Student Affairs ("UKCISA") and its successors on the basis of being 'settled' in the UK and meeting the main residence requirements, as amended from time to time. At the date of

this Agreement the definition provides that a Home Student shall be so classified if they have 'settled status' in the UK (i.e. a British Citizen or has Indefinite Leave to Remain) and is also ordinarily resident in the UK on 'the first day of the first Academic Year of the course' and has been ordinarily resident for 3 years preceding the 'first day of the first Academic Year of the course' with the main reason for being in the UK not for full-time education;

"Information"	has the meaning given under section 84 of FOIA;
"Intellectual Property" or "Intellectual Property Rights"	means any intellectual property belonging to BCU or the Partner including, by way of illustration only, copyright in forms, course materials, marketing materials, design rights, research and results and unregistered trade and service marks and Know-How, patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"International Student"	means any Student coming to the UK under either a Tier 4 visa or any other time limited leave and who is not a Home Student;
"Know-How"	means the non-patented practical information and expertise provided by BCU to the Partner or vice versa;
"Material"	means all logos, unregistered trade marks, service marks, Know How, copyright materials, stored in whatever media, course materials, marketing materials, including but not limited to reports and BCU Programmes, and any documents related to the same produced or acquired in the performance of this Agreement by either Party and which are protected by or relate to Intellectual Property Rights;
"Partner Programme"	means the programmes delivered by the Partner listed in Schedule 1 (Articulation Arrangements), which articulate onto the approved BCU Programmes listed in Schedule 1 (Articulation Arrangements);
"Personal Data"	shall have the same meaning as set out in the DPA;
"Programme"	shall mean both the Partner Programme(s) and the BCU Programme(s);

"Prospective Students"	means students completing a Partner Programme or applying for a BCU Programme and students who are or will be eligible to make applications to BCU under the Articulation Arrangements;
"Restricted Country"	means a country, territory or jurisdiction outside of the United Kingdom which the Information Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);
"Standard Contractual Clauses"	means the Standard Contractual Clauses approved by the European Commission for transfers from Data Controllers in the European Economic Area to Data Controllers outside the European Economic Area as updated and/or amended from time to time and in their current form attached as Schedule 3 (Standard Contractual Clauses) to this Agreement;
"Students"	means Prospective Students who have made a successful application to BCU under the Articulation Arrangement;
"Term"	means from the Commencement Date until terminated in accordance with the provisions of this Agreement (including Clause 17 termination provisions). This Agreement will continue for the Term;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

- 1.1 All references to a statutory provision shall be construed as including references to:
- 1.1.1 any statutory modification, consolidation or re-enactment;
 - 1.1.2 all statutory instruments or orders made pursuant to it;
 - 1.1.3 any statutory provisions of which it is a modification, consolidation or re-enactment.
- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons includes firms and corporations and vice versa.
- 1.3 Unless otherwise stated, a reference to a Clause, sub-clause or Schedule is a reference to a Clause or a sub-clause of, or a Schedule to, this Agreement.
- 1.4 Clause headings are for ease of reference only and do not affect the construction of this Agreement.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to writing or written includes email.

- 1.7 Generally, if there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail; subject always to the express provisions of the Agreement.

2 Articulation Arrangements

- 2.1 This Agreement will continue for the Term.
- 2.2 Under the terms of the Articulation Arrangements, students who successfully complete a Partner Programme listed in Schedule 1 (Articulation Arrangements) shall be eligible for consideration for admission to the BCU Programme with the recognised credit shown listed in Schedule 1 (Articulation Arrangements) of this Agreement.
- 2.3 The Partner shall be responsible for overseeing the operation and delivery of the Partner Programmes listed in Schedule 1 (Articulation Arrangements), including matters relating to the assurance of quality and the maintenance of standards.
- 2.4 If the Partner proposes to make changes to any of the Partner Programmes listed in Schedule 1 (Articulation Arrangements), BCU must approve any such changes in writing and in advance to ensure that the Partner Programme continues to provide an appropriate articulation onto a BCU Programme listed in Schedule 1 (Articulation Arrangements). BCU has the sole discretion on granting or refusing eligibility for articulation to a BCU Programme following any proposed or actual changes to a Partner Programme.
- 2.5 If BCU proposes to make changes to a BCU Programme listed in Schedule 1 (Articulation Arrangements), it should consult the Partner, as it deems appropriate, on any such changes. BCU will take into account any responses received from the Partner but has the sole discretion on what changes, if any are made.
- 2.6 Any admission to study at BCU under the Articulation Arrangements will be subject to Prospective Students meeting the entry and English language requirements of BCU including the requirements as set out in Schedule 1 (Articulation Arrangements).
- 2.7 BCU is under no obligation to make any offers to a Prospective Student from or referred by the Partner and BCU shall be entitled to reject all or any of the applications at its sole discretion without liability.

3 The Partner's Obligations

- 3.1 The Partner will advise Prospective Students of the Articulation Arrangements with BCU and the relevant entry and English language requirements of BCU and will retain documentary evidence of such advice having been given to the Prospective Student which will be made available to BCU upon written request.
- 3.2 The Partner will provide BCU with all necessary information relevant to BCU in deciding whether to offer a place to a Prospective Student.
- 3.3 The Partner shall at all times act conscientiously and in good faith towards BCU.
- 3.4 The Partner shall use its best endeavours to ensure that any or all staff engaged in fulfilling its obligations under this Agreement shall be trained to a high professional standard in all aspects of student recruitment and counselling, such training to include, where possible and if appropriate, familiarisation visits to BCU and meetings with

representatives of BCU. All costs in relation to such training, visits and meetings shall be paid by the Partner.

4 BCU's Obligations

- 4.1 BCU will provide current and sufficient information about the BCU Programme's available under the Articulation Arrangements ('the Programme Information').
- 4.2 Where possible, BCU will make all such Programme Information available on its website and provide the Partner details of the relevant web pages.
- 4.3 BCU will provide information relating to studying and living in Birmingham and information about employment opportunities for BCU graduates to assist Prospective Students evaluate options available under the Articulation Arrangements.
- 4.4 BCU will provide necessary information to assist successful applicants with visa applications and help Prospective Students arrange accommodation on or off campus, of which all related fees will be covered by the Prospective Students.
- 4.5 BCU will evaluate each application made by Prospective Students from the Partner and evaluate and determine whether a Prospective Student is eligible for admission to BCU and will, if appropriate, make offers in writing to that Prospective Student.
- 4.6 BCU shall at all times act conscientiously and in good faith towards the Partner.

5 Monitoring Information

- 5.1 The Parties shall provide each other with such information relating to the management and delivery of BCU Programmes and the Partner Programmes listed in Schedule 1 (Articulation Arrangements) and the performance of cohorts of Students as reasonably requested and permitted or as otherwise required to fulfil the Parties respective obligations under this Agreement and to access the Articulation Arrangements.

6 Marketing

- 6.1 Marketing and publicity in respect of the Partner Programmes and / or the Articulation Arrangements in relation to the BCU Programmes is the responsibility of each Party and shall be at no cost to the other Party unless otherwise agreed in writing (and signed by authorised officers) between the Partner and BCU.
- 6.2 No advertising or publicity material which refers to the relationship between the Parties shall be published by either Party without the prior written approval of the other Party.

7 Government Approvals and Compliance with Local Laws and Regulations

- 7.1 Before any Partner Programme listed in Schedule 1 (Articulation Arrangements) is offered by the Partner, the Partner must ensure that it complies with all laws and regulations applicable to the states, countries or territories within which it is to perform any requirement of this Agreement and shall be solely responsible for obtaining and maintaining all necessary Government approvals, permits, licences, permissions or any other approvals necessary and or advisable for the performance of this Agreement.
- 7.2 Any expenses incurred in obtaining any approvals or permissions or otherwise to comply with Clause 7.1 shall be fully met by the Partner.

- 7.3 The Partner shall advise BCU in writing within ten (10) Working Days when any approvals, required under Clause 7.1 have been obtained.
- 7.4 The Partner will be solely responsible for any failure to obtain any necessary approvals or permissions or for any other breach of this Clause 7 and will fully indemnify BCU, on a continuing basis, in accordance with Clause 14.
- 7.5 Breach by the Partner of any obligation in this Clause 7 will be deemed a material breach of this Agreement entitling BCU to terminate the Agreement in accordance with Clause 16.

8 Intellectual Property

- 8.1 Except as provided by this Agreement, neither Party shall make use of any Intellectual Property Rights of the other Party without the express prior written consent of that Party.
- 8.2 The Partner acknowledges and agrees that BCU is the proprietor of all Intellectual Property Rights used on or in relation to BCU's business and the goodwill relating thereto. BCU acknowledges and agrees that the Partner is the proprietor of all Intellectual Property Rights used on or in relation to the Partner business and the goodwill relating thereto.
- 8.3 BCU grants the Partner a non-exclusive licence to use the Material (including BCU's logos and trade marks for marketing) during the term of this Agreement as reasonably required by the Partner to perform the obligations under this Agreement. The Partner acknowledges that the benefit and use of BCU's Intellectual Property Rights (including logos, trademarks and goodwill accruing through the use of BCU's Intellectual Property Rights) shall inure to BCU absolutely. The Partner will use best endeavours not to use BCU's Intellectual Property Rights at any time in a manner likely to prejudice BCU's Intellectual Property Rights, and shall not disclose to, nor grant any sub-licences of the Material belonging to BCU to any third party.
- 8.4 The Partner grants BCU a non-exclusive licence to use the Material (including the Partner's logos and trade marks for marketing) during the term of this Agreement as reasonably required by BCU to perform the obligations under this Agreement. BCU acknowledges that the benefit and use of the Partner's Intellectual Property Rights (including logos, trademarks and goodwill accruing through the use of the Partner's Intellectual Property Rights) shall inure to the Partner absolutely. BCU will use best endeavours not to use the Partner's Intellectual Property Rights at any time in a manner likely to prejudice the Partner's Intellectual Property Rights.

9 Confidentiality

- 9.1 The Parties acknowledges by virtue of the Agreement they will have access to Confidential Information belonging to each other. The Parties agree that they will at all times (both during the term of this Agreement and after its termination) keep secret and confidential, all Confidential Information and will not use it (other than strictly for the purposes of this Agreement) and shall not, subject to Clause 9.3, at any time whether during the term or after the termination of this Agreement except in the proper performance of the Agreement or with the express written consent of the other Party for any reason whatsoever disclose to any third party any Confidential Information as defined in Clause 9.2 or permit it to be disclosed to any third party or otherwise use such information or permit it to be used.

- 9.2 For the purposes of this Clause Confidential Information is defined as:
- 9.2.1 information of a confidential nature (including trade secrets and information of commercial value) known to BCU and concerning BCU and the courses it offers and which is communicated to the Partner by BCU or by a third party acting on behalf of BCU;
 - 9.2.2 all information which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of BCU which is designated by BCU as confidential;
 - 9.2.3 all information which relates to the business, finances, transactions, affairs, products, services, processes, equipment or activities of the Partner which is designated by the Partner as confidential;
 - 9.2.4 all information which comes to the knowledge of the Partner by virtue of the Agreement and which, by reason of its character and/or the manner of its coming to his knowledge, is evidently confidential;
 - 9.2.5 all information which comes to the knowledge of BCU by virtue of the Agreement and which, by reason of its character and/or the manner of its coming to his knowledge, is evidently confidential; and
 - 9.2.6 shall include without limitation information as to any of the following subjects: business plans, business methods, corporate plans, management systems, finances, concepts, ideas, new courses, contact details of potential students who have made enquiries of BCU, know-how, sales statistics, sales techniques, marketing surveys and plans, costs, profit or loss, fees and bursary structures.
- 9.3 The obligations of confidence set out in this Clause shall not apply to confidential information which:
- 9.3.1 is or becomes publicly available through no fault of either Party;
 - 9.3.2 is independently developed by a Party without breach by that Party of any of the terms of this Agreement;
 - 9.3.3 is required to be disclosed for Government registration or other permissions or approval required under Clause 7.1;
 - 9.3.4 is required to be disclosed by applicable law or regulation or by order of a court of competent jurisdiction or where disclosure is required by a law (including the provisions of the Freedom of Information Act 2000) an enforcement agency or regulatory body or authority or is required for legal proceedings; provided that, where practicable, the disclosing party has given reasonable advance notice of the intended disclosure and provided that the disclosure is restricted to only the information that is necessary solely for the purposes of such compliance.
- 9.4 The Partner shall at any time if so required by BCU and in any event on the termination of this Agreement:
- 9.4.1 immediately deliver to BCU without keeping any copies all documents, books, materials, records, correspondence, papers and information (on

whatever media and wherever located) relating to the business or affairs of BCU containing Confidential Information and any other property of BCU which is in his possession or under his control;

9.4.2 irretrievably and securely delete any information relating to the business or affairs of BCU however stored including any and all hardcopies and or otherwise electronically stored including any backup systems which is in the possession of the Partner and or otherwise under its control; and

9.4.3 on request from BCU provide a signed statement that the Partner has complied fully with the obligations under this Clause 9.4.

9.5 BCU shall at any time if so required by the Partner and in any event on the termination of this Agreement (with the exception of information and copies of documents BCU must keep for legal or regulatory compliance purposes):

9.5.1 Immediately deliver to the Partner without keeping any copies all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Partner containing Confidential Information and any other property of the Partner which is in his possession or under his control;

9.5.2 irretrievably and securely delete any information relating to the business or affairs of the Partner however stored including any and all hardcopies and or otherwise electronically stored including any backup systems which is in the possession of BCU and or otherwise under its control; and

9.5.3 on request from the Partner provide a signed statement that BCU has complied fully with the obligations under this Clause 9.5.

10 Data Protection

10.1 Each Party must comply with the Data Protection Legislation and any similar or equivalent laws in each relevant jurisdiction relating to Personal Data, including but not limited to, the DPA and the GDPR and the data protection principles that apply in relation to any protected data and shall comply with all Data Protection Legislation relating to the processing of any Personal Data.

10.2 Each Party will act as a Data Controller of its own data and as a Data Processor of the other Parties' data whilst undertaking any processing required for the purpose of this Agreement. For the avoidance of doubt, both Parties are expected to act as Data Controllers of certain Personal Data obtained from Students enrolling on programmes of study covered by this Agreement.

10.3 From the date of the Agreement this will apply to:

10.3.1 all data sent by a Data Controller to a Data Processor for processing;

10.3.2 all data accessed by a Data Processor on the authority of a Data Controller for processing; and

10.3.3 all data otherwise received by a Data Processor for processing on a Data Controller's behalf.

10.4 The Parties will;

- 10.4.1 process the data in accordance with the Data Protection Legislation solely for the purpose of the Agreement and in the manner specified from time to time by a Data Controller in writing and for no other purpose or in any manner except with the express prior written consent of a Data Controller;
- 10.4.2 in a manner consistent with the Data Protection Legislation and with any guidance issued by the United Kingdom's Information Commissioner Office, implement appropriate technical and organisational measures to safeguard the data from unauthorised or unlawful processing or accidental loss, destruction or damage, and that having regard to the state of technological development and the cost of implementing any measures, such measures will ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the data to be protected;
- 10.4.3 ensure that the prior express written permission of a Data Controller is obtained before a Data Processor appoints any agents or subcontractors under this Agreement;
- 10.4.4 ensure that each of its employees, agents and subcontractors are made aware of its obligations under this Agreement with regard to the security and protection of the data and will require that they enter into binding obligations with a Data Processor in order to maintain the levels of security and protection provided for in this Agreement;
- 10.4.5 not divulge the data whether directly or indirectly to any person, firm or company or otherwise without the express prior written consent of a Data Controller except to those of its employees, agents and subcontractors who are engaged in the processing of the data and are subject to the binding obligations referred to in this Agreement or except as may be required by any law or regulation;
- 10.4.6 will ensure by written contract that any agent or subcontractor appointed by a Data Processor to process data provides the Data Processor with a plan of the technical and organisational means it has adopted to prevent unauthorised or unlawful processing or accidental loss or destruction of the data and confirms to a Data Processor the implementation of those means;
- 10.4.7 in the event of the exercise by Data Subjects of any of their rights under the Data Protection Legislation in relation to the data, inform a Data Controller as soon as possible, and a Data Processor further agrees to assist a Data Controller with all Data Subject information requests which may be received from any Data Subject in relation to any data;
- 10.4.8 allow its data processing facilities, procedures and documentation to be submitted for scrutiny by a Data Controller or its representatives in order to ascertain compliance with the terms of this Agreement;
- 10.5 The Partner will store any BCU data it receives or otherwise processes securely in line with policies and destroy it permanently and securely as directed by BCU on the date the Agreement ends or as directed by BCU;
- 10.6 BCU will store any Partner data it receives or otherwise processes securely in line with policies and destroy it permanently and securely as directed by the Partner on the date the Agreement ends or as directed by the Partner;

- 10.7 Neither Party will transfer any Personal Data received from the other Party outside the United Kingdom unless the relevant Party:
- 10.7.1 complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - 10.7.2 acknowledges and agrees that as BCU will be transferring to the other Party, it shall be transferring the Personal Data to a Restricted Country. In respect of this transfer BCU and the other Party shall enter into the Standard Contractual Clauses, as set out at Schedule 2 (Standard Contractual Clauses (controller to controller transfers)) to this Agreement, on the date of this Agreement, such clauses being incorporated into and forming part of this Agreement.
- 10.8 The Parties will only Process the Personal Data in accordance with the Data Protection Legislation and will not use the Personal Data for any purposes which are inconsistent with the purposes as described and defined in this Agreement or as otherwise expressly authorised in writing;
- 10.9 In the event that any Personal Data in the possession of the Partner for which BCU is the Data Controller becomes compromised, lost, corrupted or rendered unusable for any reason, the Partner must immediately report the matter to BCU with a full report as to the circumstances;
- 10.10 In the event that any Personal Data in the possession of BCU for which the Partner is the Data Controller becomes compromised, lost, corrupted or rendered unusable for any reason, BCU must immediately report the matter to the Partner with a full report as to the circumstances;
- 10.11 The Partner must comply with any Data Protection Legislation requirements and or any rules or policies in relation to processing Personal Data notified by BCU from time to time.
- 10.12 The Parties agree, when required, to obtain the consent of Students and Prospective Students to the transfer of their Personal Data between the Parties, to enable the Parties to exercise their responsibilities under this Agreement, including but not limited to admissions information and assessment data.
- 10.13 Except where BCU is responsible for any breach the Partner will indemnify BCU, on a continuing basis, in respect of any monetary penalty issued by the United Kingdom's Information Commissioner's Office and any other claim, loss, liability, costs, or other expenses incurred by BCU arising as a result of a breach of the Data Protection Legislation and or this Agreement by the Partner or any of its sub-contractors.
- 10.14 Except where the Partner is responsible for any breach BCU will indemnify the Partner in respect of any monetary penalty issued by the United Kingdom's Information Commissioner's Office and any other claim, loss, liability, costs, or other expenses incurred by the Partner arising as a result of a breach of the Data Protection Legislation and or this Agreement by BCU or any of its sub-contractors.
- 10.15 The Partner consents to BCU making data, including Personal Data for which the Partner is the Data Controller available to those who provide products or services to BCU (such as, without limitation, advisers, hosting service providers, payment processors etc), regulatory authorities, and governmental or quasi-governmental organisations for the purposes of complying with statutory requirements, meeting

BCU's legitimate interests insofar as this processing is not unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of a Data Subject and complying with this Agreement.

- 10.16 BCU consents to the Partner making data, including Personal Data for which BCU is the Data Controller available to those who provide products or services to the Partner (such as advisers), regulatory authorities, and governmental or quasi-governmental organisations for the purposes of complying with statutory requirements, meeting the Partner's legitimate interests insofar as this processing is not unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of a Data Subject and complying with this Agreement.

11 Freedom of Information

- 11.1 The Partner acknowledges the duties of BCU under the FOIA and the EIR and shall give all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 11.2 In accordance with BCU's obligations under the FOIA and the EIR, BCU may be required to disclose Confidential Information or Personal Data held and or otherwise processed by the Partner and or information relating to this Agreement or obligations carried out under it.
- 11.3 The Partner shall assist and cooperate with BCU to enable it to comply with its disclosure obligations under the FOIA and EIR. The Parties agree:
- 11.3.1 that this Agreement and any recorded information held by a Party on another party's behalf for the purposes of this Agreement are subject to the obligations and commitments of BCU under the FOIA and EIR;
 - 11.3.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA and EIR is a decision solely for BCU at its absolute discretion;
 - 11.3.3 BCU acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the EIR, may disclose information concerning the Parties and this Agreement; and
 - 11.3.4 the Partner will assist BCU in responding to a request for information, by providing copies of all information requested by BCU within five (5) Working Days of that request and without charge.

12 Anti-Bribery

- 12.1 Both Parties agree to operate in accordance with the requirements of the Bribery Act 2010. The Parties will have and maintain policies and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws, and will enforce those policies and procedures where necessary. The Parties agree:
- 12.1.1 For the purposes of this Clause 12 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

12.1.2 Each Party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

- (i) all of that Party's personnel;
- (ii) all others associated with that Party; and
- (iii) all of that Party's subcontractors;

involved in performing services for or on behalf of that Party or with this Agreement so comply.

12.2 Without limitation to Clause 12.1, neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and each Party shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

12.3 A Party shall immediately notify the other Party as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 12.

13 Insurance and Limitation of Liability

13.1 Each Party will maintain adequate insurance policies.

13.2 Each Party undertakes to provide immediately to the other upon request, a certified copy of all its insurance policies pursuant to this Agreement and satisfactory evidence that all premiums under such policies are paid to date.

13.3 Save where limitation is prohibited by law, a Party's total liability for any claims, losses, damages or expenses whatsoever and howsoever caused shall be limited for each event or series of linked events at the level of that Party's insurance coverage.

13.4 Nothing in this Agreement purports to limit or exclude any liability for fraud.

14 Indemnities

14.1 The Partner shall fully indemnify BCU on demand and keep it indemnified at all times against any liability, loss, damage, costs (including legal costs on an indemnity basis) and expense of whatsoever nature incurred or suffered by BCU arising from the Partner performance of or any breach of any obligations under this Agreement including, without limitation:

14.1.1 any income tax, national insurance contributions (including secondary contributions to the extent permitted by law) (including any interest, penalties or gross-up thereon) arising in respect of the Partner for which BCU is called upon to account to the relevant taxing authority;

14.1.2 any act, neglect or default of the Partner and any claim that BCU is found to be vicariously liable or otherwise for the Partner's act or omission;

14.1.3 any employment related claim or any claim based on worker status brought against BCU arising out of or in connection with the Partner obligations under this Agreement;

- 14.1.4 any breach by the Partner resulting in any claim by a third party; and/or
- 14.1.5 any breach by the Partner of any applicable law, regulation or other legal requirement.

15 Force Majeure

- 15.1 If the Parties are unable to perform any or all of their respective obligations under the terms of this Agreement because of any of the events set out below, then that Party will be relieved of its obligations to continue to perform under this Agreement for as long as their fulfilment is prevented or delayed as a consequence of any such event. The events referred to in this paragraph are: Fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, epidemic and/or pandemic, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the control of either Party.

16 Termination

- 16.1 BCU may terminate this Agreement by written notice to the Partner if:
 - 16.1.1 there is a material adverse change in amount or nature of the funding of BCU or funding is no longer available in respect of a BCU Programme; or
 - 16.1.2 there is a material breach by the Partner of the terms of this Agreement which is not capable of remedy; or
 - 16.1.3 there is a material breach by the Partner of the terms of this Agreement which breach is capable of remedy but which is not remedied to the reasonable satisfaction of BCU within twenty (20) Working Days after BCU has given written notice of the breach to the Partner requiring it to be remedied, or
 - 16.1.4 the Partner proposes or enters into an arrangement or composition for the benefit of its creditors or is the subject of any distress execution sequestration or other process levied upon or enforced against any part of the Partner's undertaking, property, assets or revenues; or
 - 16.1.5 the Partner is the subject of a petition presented, an order made, a resolution passed or analogous proceedings taken for appointing an administrator of or winding up the company (other than for amalgamation or reconstruction of a solvent company) or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 124 of the Insolvency Act 1986) when they fall due; or
 - 16.1.6 the Partner is a company and an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed for the undertaking of assets or revenues of the Partner.

Such termination may take effect immediately or at the end of the Academic Year in which the event entitling BCU to terminate this Agreement occurs, as BCU shall in its sole discretion determine. In the event that BCU determines that the termination of this Agreement shall take effect at the end of the Academic Year, it will notify the

Partner of this decision in writing and this Agreement shall remain in full force and effect until the end of the said Academic Year.

- 16.2 The Partner may terminate this Agreement by written notice to BCU if:
- 16.2.1 there is a material breach by BCU of the terms of this Agreement which is not capable of remedy; or
 - 16.2.2 there is a material breach by BCU of the terms of this Agreement which is capable of remedy but which is not remedied to the reasonable satisfaction of the Partner within twenty (20) Working Days after (the Partner has given written notice of the breach to BCU requiring it to be remedied, or
- 16.3 Notwithstanding the Partner has the right to terminate this Agreement in accordance with any provision set out herein, it shall be obliged to continue to provide the Partner Programmes (and all the terms and conditions of this Agreement shall remain in force) until the end of the Academic Year in which the event entitling the Partner to terminate this Agreement occurred.
- 16.4 Notwithstanding the provisions of Clause 16.1, and 16.2, this Agreement may be terminated by either Party giving twelve (12) months' notice in writing to the other Party provided the provisions of this Agreement are honoured in respect of any Students enrolled on the BCU Programmes at the time of termination.
- 16.5 If for whatever reason, this Agreement is terminated by either or both Parties, Students enrolled on a Partner Programme on or after the date of termination will not be eligible for consideration under the Articulation Arrangement.
- 16.6 If this Agreement remains in force but BCU withdraws its approval in respect of any Articulation Arrangement identified in Schedule 1 (Articulation Arrangements) and/or that approval lapses, both Parties are required to ensure that the provisions of this Agreement are honoured in all other respects. Both Parties will provide all necessary assistance to continue such provisions for Students enrolled on the BCU Programmes at the time of termination.
- 16.7 Throughout the duration of this Agreement and until such time as Students complete an eligible BCU Programme, BCU shall make appropriate arrangements to make awards to eligible Students under the Articulation Arrangements.
- 16.8 This Agreement shall remain in force in respect of the BCU Programmes until the BCU Programmes have been completed and where necessary all eligible Students have received their awards
- 16.9 If this Agreement is terminated the Academic Board shall establish such special monitoring procedures as it deems appropriate to ensure that the quality of BCU's awards is maintained during the completion of the DCU Programmes. The Partner shall provide, without undue delay, such information as may be required by the Academic Board for this purpose.
- 16.10 BCU shall have no financial liability in respect of arrangements made by the Partner to ensure compliance with this Agreement in respect of Prospective Students and/or Students registered on either a BCU Programme or a Partner Programme which is being terminated. Any such financial liability will be the sole responsibility of the Partner.

17 Disputes

- 17.1 The Parties will use their best endeavours to resolve any dispute, difference or question between them with respect to any matter or thing arising out of or relating to this Agreement by referring such dispute to the Director of Academic Programs (or equivalent title) of the Partner and the Deputy Vice-Chancellor responsible for academic affairs at BCU with the intention of negotiating a resolution, save where to do so would materially prejudice the legal rights or remedies that would otherwise be available to them.
- 17.2 If a dispute is not resolved under the procedure provided for in Clause 17.1 within ten (10) Working Days of it being referred or such longer period as the Parties may agree, the dispute difference or question may, at the discretion of either Party, be referred to a mediator whose decision shall be final and binding. If the Parties cannot agree on a mediator, then either Party may request the Executive Director of the Law Society for England and Wales for the time being to appoint an arbitrator. Each Party shall bear its own costs in any mediation.
- 17.3 The costs, fees and expenses of any mediator shall be paid equally by the Parties. The Parties shall bear their own costs of all other aspects of dispute resolution.

18 Notices

- 18.1 Any notice or other communication required to be given under this Agreement or in connection with the matters contemplated by it shall, except where otherwise specifically provided:
- 18.1.1 be in writing and in English;
 - 18.1.2 be signed by, or on behalf of, the Party giving it (except for notices sent by email); and
 - 18.1.3 be sent to the relevant Party specified in Clause 18.3 below at the address given at the head of this Agreement
- 18.2 Service of notices under Clause 18.1 may be:
- 18.2.1 personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or
 - 18.2.2 if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two (2) Working Days after the date of posting; or
 - 18.2.3 if from or to any place outside the United Kingdom, sent by pre-paid priority airmail, in which case it shall be deemed to have been given five (5) Working Days after the date of posting.
- 18.3 The persons referred to in Clause 18.1.3 above are:

Name: Birmingham City University

For the attention of: Head of Legal and Compliance & also Director of International Office

Name: Gary Dalton (Head of Legal and Compliance)

For the attention of Parmila Murria (Director of International Office)

18.4 Any Party to this Agreement may notify the other Parties of any change to its address or other details provided that such notification shall be effective only on the date specified in such notice or five (5) Working Days after the notice is given, whichever is later.

19 Waiver

19.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

19.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

19.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

20 Language

20.1 The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.

20.2 If this Agreement and any document relating to it is translated, the English version shall always prevail.

21 Severance

21.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

21.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

22 Assignment

22.1 Neither Party will assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the other Party.

23 Non agency or partnership

23.1 Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the Parties nor make any Party the agent of another party or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary, agency or other relationship between them. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

24 Third party rights

24.1 A person who is not Party to this Agreement (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

25 Conflicts within agreement

25.1 Unless expressly stated otherwise if there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules to this Agreement, the terms of the main body of the Agreement shall prevail.

26 Entire Agreement

26.1 The Parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

26.2 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or its Schedules. No Party shall have any claim for innocent misrepresentation on the basis of any statement in this Agreement.

27 Amendment of this Agreement

27.1 This Agreement may be amended at any time by mutual agreement of BCU and the Partner.

27.2 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by an authorised representative of each Party.

28 Costs and Expenses

28.1 Each Party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.

29 Counterparts

29.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, and all the counterparts together will constitute one and the same instrument.

30 Governing law and Jurisdiction

- 30.1 Both Parties agree that staff and Students of either Party engaged in activities under this Agreement shall carry out these activities in accordance with all applicable laws and regulations of their respective countries after full consultation and approval.
- 30.2 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.
- 30.3 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Signed for and on behalf of
Birmingham City University**



.....
Name signed

Professor Peter Francis

.....
Name printed

Deputy Vice-Chancellor (Academic)

.....
Position

22/10/2021

.....
Dated

**Signed for and on behalf of
Sree Chitra Thirunal College**



.....
Name signed

Dr. V. Syam Prakash

.....
Name printed

Principal

.....
Position

27/07/2022

.....
Dated

Schedule 1 – Articulation Arrangements

Partner Programmes eligible for the Articulation Arrangements

1. Prospective Students who successfully complete a Partner Programme listed below shall be eligible to apply for articulation to the BCU Programme listed below. Prospective Students will also have to satisfy the entry level requirements and the English Language requirements (set out below) to be eligible for consideration under the Articulation Arrangement.
2. BCU is under no obligation to make any offers to a Prospective Student from or referred by the Partner and BCU shall be entitled to reject all or any of the applications at its sole discretion, without liability.

Sree Chitra Thirunal College Programmes eligible for Articulation Arrangements

SREE CHITRATHIRUNAL COLLEGE PROGRAMME		BCU PROGRAMME	
Sree Chitra Thirunal College Programme Title	Point of Exit	BCU Programme Title	Entry Requirements
(FHEQ Level 6 equivalent)	Successful completion of year 3 or 4 year course (FHEQ Level 5 (HND) equivalent)	Level 6 entry. BEng (Hons) Mechanical Engineering	Minimum grade of C / Good / 65% With good grades in Mathematics and Physics IELTS 6.0 overall with minimum band score of 5.5 (or BCU recognised equivalent)

English language Requirements:

*Specific English language requirements for BCU Programmes outlined in point 2

The standard English language requirement is IELTS 6.0 with no less than 5.5 in any one language skill **OR** equivalent

Some courses may have higher English language requirements, as amended from time to time.

1. The Partner shall not seek or accept any payment from a Prospective Student or Students for any information, advice, or assistance provided by the Partner to the Prospective Student or Students in respect of admission to any BCU Programme or for the supply to the Prospective Student or Students of any prospectus, brochure, application form or other promotional material of BCU.

Schedule 2 – Standard Contractual Clauses

Commission Decision C(2004)5721

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

• Data transfer agreement

Between

BIRMINGHAM CITY UNIVERSITY

hereinafter "data exporter"

and

SREE CHITRA THIRUNAL COLLEGE

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) "the data exporter" shall mean the controller who transfers the personal data;
- c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with the data protection laws of the country in which the data exporter is established.
- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(e), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 1(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: 27.07.2022

FOR BIRMINGHAM CITY UNIVERSITY

FOR SREE GHITRA THIRUNAL COLLEGE



Dr. V. SYAM PRAKASH
PRINCIPAL
Sree Ghitra Thirunal College of Engineering
Pappanamcode, Thiruvananthapuram - 695026

