



**SCHOLARSHIP PROGRAMME AGREEMENT**

between

**University College London**

and

**Fundación para el futuro de Colombia (COLFUTURO)**

**Dated:**

THIS AGREEMENT is made the                      day of

**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) **COLFUTURO / Fundación para el futuro de Colombia** Carrera 15 No. 37-15 Bogotá, Colombia (the **Partner**).

**WHEREAS:**

- (A) The Parties have agreed to collaborate in relation to a scholarship programme in accordance with the terms and conditions of this Agreement.

**IT IS HEREBY AGREED THAT:**

**1 INTERPRETATION**

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

**Academic Year** means an academic year of UCL being a period spanning two calendar years 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 1.3, the Schedules annexed hereto as the same may be varied or extended from time to time by written agreement between the Parties;

**Applicant** means a person who has made an application to be granted an Award;

**Award** means an award available pursuant to the Scholarship Programme the details of which are set out at Schedule 1;

**Awardee** means an Applicant to whom an Award has been granted pursuant to this Agreement;

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

**Commencement Date** means the date of this Agreement;

**Confidential Information** means information disclosed by or on behalf of a Party to another Party which is marked confidential or which by its nature is intended to be, or should reasonably be considered by the other Party to be, confidential information;

**Eligibility Criteria** means the criteria set out in Schedule 1 which Applicants must meet in order to be eligible for an Award;

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

**Partner's Commitment** means the monetary sum(s) payable by Partner to UCL in connection with the Scholarship Programme set out at Schedule 1;

**Relevant Requirements** means all applicable laws, statutes, regulations and codes relating to the Parties' obligations under this Agreement (including where applicable anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as may be amended));

**Reporting Requirements** means the reporting requirements which the Parties shall abide by as set out in Schedule 1;

**Scholarship Programme** means the programme of financial support for successful Applicants described in Schedule 1;

**Student** means a student of UCL;

**Term** means the period commencing on the Commencement Date and ending on the date on which the last Awardee graduates from their UCL graduate degree programme in relation to which an Award has been made, or otherwise leaves or is required to leave UCL (for whatever reason);

**UCL Commitment** means the financial contribution to be made by UCL to the Scholarship Programme as detailed in Schedule 1;

**UCL's General Award Regulations** means the UCL regulations which apply to all UCL funding schemes, in force from time to time;

**UCL's Policies** means the policies, procedures or regulations of UCL in force from time to time.

- 1.1 All references to Clauses and Schedules are references to the relevant clauses of or schedules to this document unless the context otherwise requires.
- 1.2 References to the words **includes** or **including** shall be construed without limitation to the generality of the preceding words.
- 1.3 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.
- 1.4 Headings are for convenience only and shall be ignored in interpreting this Agreement.
- 1.5 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.
- 1.6 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 PARTNER'S COMMITMENT**

- 2.1 The Partner shall pay to UCL the Partner's Commitment to be used by UCL solely for the Scholarship Programme.
- 2.2 Subject to clause 2.4, UCL shall operate the Scholarship Programme in accordance with the details set out in Schedule 1.
- 2.3 Payment of the Partner's Commitment shall be made by Partner to UCL in accordance with Schedule 2.
- 2.4 Notwithstanding anything in this Agreement, UCL shall have the right to manage any Awards in accordance with UCL's General Award Regulations, which regulations shall (in the event of any conflict) take precedence over the terms of this Agreement.

## **3 APPLICATIONS FOR AWARDS**

- 3.1 The Parties shall comply with the details set out in Schedule 1 in relation to:
  - 3.1.1 the process for Applicants applying for Awards; and
  - 3.1.2 the process for deciding which Applicants are to be granted an Award.
- 3.2 The Parties agree that, unless agreed otherwise by the Parties in writing, only those Applicants who meet the Eligibility Criteria for an Award shall be granted an Award.
- 3.3 The Parties acknowledge that:
  - 3.3.1 no undertaking is made that the maximum number of Awards will be granted in any Academic Year; and
  - 3.3.2 the number of Awards granted in any Academic Year will be contingent on there being a sufficient number of Applicants who meet the Eligibility Criteria in that Academic Year.
- 3.4 The Parties acknowledge that the Eligibility Criteria for the Scholarship Programme must not be in breach of the Equality Act 2010. The Parties shall act in good faith, co-operate and take all necessary steps to prevent unlawful discrimination in relation to the Scholarship Programme.

## **4 RECORDS AND REPORTING**

- 4.1 The Parties shall each maintain accurate records of all payments made and received in connection with this Agreement and shall share the same with each other on reasonable request.
- 4.2 Each Party shall comply with their respective Reporting Requirements in relation to the Scholarship Programme as detailed in Schedule 1.

## **5 BRAND AND LOGO**

- 5.1 Except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, and subject to clause 6, neither Party to this Agreement shall use or refer to the name, logo or other designation of the other Party

in relation to the subject matter of this Agreement without the prior written consent of that other Party.

## **6 PROMOTION AND PUBLICITY**

- 6.1 The Parties shall comply with the promotion and publicity arrangements for the Awards and the Scholarship Programme set out in Schedule 1. Unless provided otherwise in Schedule 1, any public reference to the Scholarship Programme or the Awards must be approved by both Parties before public dissemination.

## **7 CONFIDENTIALITY AND FREEDOM OF INFORMATION / ENVIRONMENTAL INFORMATION REGULATIONS**

- 7.1 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, professional advisers 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, professional advisers or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause shall cease to apply:

7.1.1 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); or

7.1.2 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.

- 7.2 Each Party shall on demand and on termination of this Agreement surrender to the other Party all materials relating to such Confidential Information in its or its personnel's, agents' or representatives' possession.

- 7.3 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.

- 7.4 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:

7.4.1 is exempt from disclosure in accordance with the provisions of FOIA or the EIRs; and/or

7.4.2 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.

## 8 DATA PROTECTION

8.1 For the purposes of this Clause 8:

8.1.1 **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

8.1.2 **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;

8.1.3 **Data Subject** means the individual to which the Personal Data relates;

8.1.4 **Personal Data** means any information relating to an identified or identifiable living individual;

8.1.5 **Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; and

8.1.6 **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.

8.2 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 Scholarship Programme.

8.3 The Parties acknowledge and agree that in relation to the Personal Data disclosed by one Party to the other in connection with this Agreement:

8.3.1 UCL is a Controller in respect of the Personal Data it Processes;

8.3.2 Partner is a Controller in respect of the Personal Data it Processes;

8.3.3 the Parties are not joint Controllers; and

8.3.4 neither Party Processes any Personal Data on behalf of the other Party as a Processor.

8.4 In respect of the Personal Data that is shared by the Parties under and in connection with this Agreement:

8.4.1 each Party shall comply with the Data Protection Laws to which it is subject;

8.4.2 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;

- 8.4.3 each Party shall take appropriate technical and organisational measures to help keep the Personal Data safe and secure;
- 8.4.4 notwithstanding Clause 8.4.3, each Party shall employ at all times the technical security measures set out at Schedule 3;
- 8.4.5 each Party shall notify the other without undue delay after becoming aware of any Personal Data Breach; and
- 8.4.6 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.
- 8.5 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:
- 8.5.1 be processing the Personal Data in connection with this Agreement; and
- 8.5.2 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.
- 8.6 Partner shall only provide to UCL:
- 8.6.1 the Personal Data that is required to be provided by it to UCL pursuant to the terms of this Agreement; and
- 8.6.2 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.
- 8.7 The Parties acknowledge and agree that no provision of this Agreement (including this Clause 8) 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.
- 8.8 Confirmation of whether the sharing of Personal Data by UCL with Partner under this Agreement constitutes a transfer of Personal Data outside of the European Economic Area and, where it does, the additional terms that apply to the sharing of such Personal Data are set out in Schedule 4.
- 8.9 Subject to Clause 8.10, each Party shall keep the other Party indemnified in full from and against all liabilities, costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the indemnified Party, including, but not limited to,

any interest, penalties and legal and other professional costs and expenses awarded against or incurred or paid by the indemnified Party, arising out of or in connection with any failure by the indemnifying Party to comply with its obligations under this Clause 8, Schedule 4 or the Data Protection Laws to which it is subject.

8.10 Each Party's total liability to the other Party under the indemnity set out in Clause 8.9 shall be limited to £1,000,000.

8.11 Clauses 8.4.1, 8.4.5, 8.9, 8.10, 8.11 and Schedule 4 shall survive termination or expiry of this Agreement.

## **9 TERM, TERMINATION, AND DISPUTE RESOLUTION**

9.1 This Agreement shall be effective from the Commencement Date and, unless terminated earlier in accordance with its terms, shall continue for the Term.

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

9.3 Subject to clause 9.5, This Agreement may be terminated by either Party without penalty:

9.3.1 on giving twelve (12) months' notice to the other Party in writing;

9.3.2 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.

9.4 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 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.

9.5 In the event of expiry, termination or amendment of this Agreement for any reason, all existing commitments regarding Awards granted pursuant to this Agreement will be fulfilled and the terms of this Agreement will continue in force to the extent necessary to allow such commitments to be fulfilled.

9.6 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.

9.7 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.



## **10 COMPLIANCE WITH RELEVANT REQUIREMENTS**

10.1 Each Party shall comply with all Relevant Requirements.

## **11 FORCE MAJEURE**

11.1 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 9.5, terminate this Agreement immediately by giving written notice to the first Party.

## **12 GENERAL**

12.1 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.

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

12.3 This Agreement, including any additional terms that are stated in Schedule 4 to apply to this Agreement, constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

12.4 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 Party.

12.5 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.

12.6 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.

12.7 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.

- 12.8 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.
- 12.9 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.
- 12.10 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 12.11 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.
- 12.12 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.
- 12.13 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 12.14 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, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

<b>SCHEDULE 1</b>	
<b>SCHOLARSHIP PROGRAMME</b>	
Purpose of Scholarship Programme	To support COLFUTURO's <i>Programma Semilleros</i> which promotes participation in higher education from underrepresented groups of Colombians.
Scholarship Programme Start Date	First Award to be made in the academic year 2021/2022
Scholarship Programme End Date	The final Award to be made / final scholar expect to complete in the academic year 2023/2024
Total Amount (£) of Partner's Commitment (if known)	<p>In order to be nominated for the COLFUTURO's <i>Programma Semilleros</i>, students must have applied for an been guaranteed the COLFUTUROs' Loan Scholarship Program.</p> <p>COLFUTURO's Loan Scholarship Program is for students who require support with the cost of their postgraduate studies abroad.</p> <p>COLFUTURO's financing system consists of Loan-Scholarship of up to USD 50,000 for period from 9 to 24 months. Students are responsible for paying 75% of the tuition fees in years one and two, and can use the money provided by COLFUTURO in combination with other funds.</p> <p>If a student is pursuing a doctoral programme, they are responsible for paying 75% of their tuition fee in the third year and covering all living expenses, but will not receive support from COLFUTURO.</p> <p>To participate in COLFUTURO's yearly application process, students must follow the regular admission process to their university and programme of choice. Online applications for the Loan Scholarship Program will begin by January 9<sup>th</sup> and up to February 28<sup>th</sup> whereby applicants must submit all</p>

	<p>required documents.</p> <p>The beneficiary can allocate approved financial support on the following cost items:</p> <ul style="list-style-type: none"> <li>• Airfare</li> <li>• Tuition and fees</li> <li>• Settling allowance</li> <li>• Health insurance</li> <li>• Living allowance</li> <li>• Text books and computer allowance</li> <li>• Debtors insurance</li> </ul> <p>COLFUTURO clearly informs the beneficiaries, which of the above items are payable directly to them and to the universities or service providers.</p> <p>The loan is partly a scholarship whereby the recipient is required to return to Colombia and reside in the country for three years. In order to qualify for the scholarship, the student must comply with the requirements previously agreed with COLFUTURO.</p> <p>The loan component must be paid by the beneficiary on a monthly basis, upon his or her return to Colombia, according to the established amortization period, which cannot exceed five years.</p>
Maximum number of awards available per academic year	2
UCL Commitment	UCL will pay the full tuition fees for 2 COLFUTURO Master's students per academic year. This is limited to students enrolled on a one-year, non-clinical master's programme.
Value of each Award	This is a tuition fee only scholarship, tenable for a one-year master's programme, non-clinical. Tuition fees vary by programme and are likely to increase yearly by 3-5%.

Duration of each Award	Each Award is tenable for one-year only, in accordance to UCL's policies.
Application process for an Award	The Partner will manage the application process for each award through procedures and deadlines established by the Partner.
Process for deciding which Applicant is to be granted an Award	<p>The Partner will manage the application process for each award through procedures and deadlines established by the Partner.</p> <p>The selection process considers four main criteria:</p> <ul style="list-style-type: none"> <li>• GPA</li> <li>• The selected graduate programme</li> <li>• Class ranking</li> <li>• Personal statement</li> </ul> <p>Each item is assigned a percentage and is given a score from 1 to 5, where 5 is the top score. Once evaluated the items are weighted and added to obtain a final score.</p>
Eligibility Criteria	<ol style="list-style-type: none"> <li>1) The nominated student must have successfully completed the established COLFUTURO selection process.</li> <li>2) The nominated student must have been awarded the COLFUTURO Loan Scholarship</li> <li>3) The nominated students must be in receipt of an unconditional offer letter from UCL for a master's programme. The student must have obtained the offer via the usual graduate application and selection procedure.</li> <li>4) COLFUTURO agrees to advise UCL of their nominated students by 1<sup>st</sup> September at the latest</li> <li>5) UCL reserves the right to refuse the nominations proposed by COLFUTURO, in which case.</li> </ol>

	COLFUTURO will be required to nominate another student.
Promotion and publicity arrangements for Awards and the Scholarship Programme	Awards will be promoted on UCL and the Partner's webpages. UCL will provide information to the Partner and Colombian nationals on the application process, housing resources, immigration issues and sources of support.
Reporting Requirements	<p>UCL shall inform the partner of</p> <ul style="list-style-type: none"> <li>The guaranteed placement of Colombian Scholars subject to their meeting the requirements of UCL</li> </ul> <p>The Partner shall inform UCL of</p> <ul style="list-style-type: none"> <li>The application process for each award</li> <li>The process for deciding which applicants are to be granted an award</li> <li>The nominated students by 1<sup>st</sup> September at the latest</li> </ul> <p>Both UCL and Partner shall inform the other Party of any change in the designated coordinator or signatory in charge of this Agreement.</p> <p>The designated coordinators are:</p> <p>For UCL:  Yasmin Hossain  Senior Recruitment and Liaison Officer  UCL Student Recruitment  E: <a href="mailto:yasmin.hossain@ucl.ac.uk">yasmin.hossain@ucl.ac.uk</a></p> <p>For COLFUTURO:  Johanna Torres  Directora  Programa de Consejeria Academica y Relaciones Internacionales  E: <a href="mailto:johanna.torres@colfuturo.org">johanna.torres@colfuturo.org</a></p>

## **SCHEDULE 2**

### **PAYMENT OF PARTNER'S COMMITMENT BY PARTNER**

1. The students are responsible for obtaining financial resources to cover other costs (that are not included in this scholarship agreement) related to their programme of study.

### **SCHEDULE 3**

#### **MINIMUM SECURITY MEASURES**

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

- FIPS 140-2 (cryptographic modules, software and hardware) and FIPS 197 (or any standard(s) that replace FIPS 140-2 and/or FIPS 197); or
- Encryption products certified from time to time via the product and service tests from the National Cyber Security Centre (NCSC) – such as Foundation Grade assurance (under the Commercial Product Assurance scheme and/or International Common Criteria) or the CAPS Assisted Products scheme.



## SCHEDULE 4

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

<b>Table 1</b>	
<b>Will UCL be transferring Personal Data to a person located outside of the EEA under this Agreement?</b>	Yes

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

<b>Table 3</b>	
This table is only relevant where the EU Controller to Controller Model Clauses apply to transfers of Personal Data by UCL outside of the EEA under this Agreement	
<b>Completing the details needed for the EU Controller to Controller Model Clauses</b>	<p>For the purposes of the EU Controller to Controller Model Clauses:</p> <ul style="list-style-type: none"> <li>• the <i>data exporter</i> shall be UCL and the <i>data importer</i> shall be Partner;</li> <li>• in relation to Clause II(h) of the EU Controller to Controller Model Clauses, the Parties elect to comply with the provisions of sub-Clause II(h)(iii); and</li> <li>• the description of the transfer for the purposes of Annex B of the EU Controller to Controller Model Clauses is as set out in the rest of this table.</li> </ul> <p>To the extent that there is any conflict or inconsistency between the terms of the EU Controller to Controller Model Clauses and the terms of this Agreement, the terms of the EU Controller to Controller Model Clauses shall take precedence.</p>
<b>Data subjects</b>  The personal data transferred concern the following categories of data subjects	<i>Students and potential Students on the Scholarship Programme.</i>
<b>Purposes of the transfer(s)</b>  The transfer is made for the following purposes	<i>To facilitate the participation of the Students in the Scholarship Programme.</i>

<p><b>Categories of data</b></p> <p>The personal data transferred concern the following categories of data</p>	<p><i>The main types of personal data being processed are names, contact details, degree programme, performance at data exporter and disciplinary and conduct issues arising during the Scholarship Programme.</i></p>	
<p><b>Recipients</b></p> <p>The personal data transferred may be disclosed only to the following recipients or categories of recipients</p>	<p><i>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.</i></p>	
<p><b>Sensitive data</b> (if appropriate)</p> <p>The personal data transferred concern the following categories of sensitive data</p>	<p>None</p>	
<p><b>Data protection registration information of data exporter</b> (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><b>Additional useful information</b> (storage limits and other relevant information)</p>	<p>None.</p>	
<p><b>Contact points for data protection enquiries</b></p>	<p>DATA IMPORTER</p> <p><i>johanna.torres@colfuturo.org</i></p>	<p>DATA EXPORTER</p> <p>Data Protection Officer <i>data-protection@ucl.ac.uk</i></p>

This Agreement has been entered into on the date stated at the beginning of it.


**For University College London**

**For COLFUTURO**



Name Professor Anthony Smith  
Position Vice-Provost  
(Education and Student Affairs)

Date 16 /03/2020



Name: Jerónimo Castro Jaramillo  
Position: Executive Director

Date 10 MAR 2020