

20/12/2022

**ARTICULATION AGREEMENT**

1. Goldsmiths' College
2. Mohawk Valley Community College

**THIS ARTICULATION AGREEMENT** dated 20/12/2022

is made **BETWEEN**:

1. **Goldsmiths' College**, (also known as "Goldsmiths, University of London"), a body incorporated by royal charter with registered number RC000715, whose administrative offices are at New Cross, London SE14 6NW, United Kingdom ("**Goldsmiths**"); and
2. **Mohawk Valley Community College**, whose registered address is at 1101 Sherman Dr Utica, New York, 13501-5394, United States ("**MVCC**").

(together the "**Parties**" and individually a "**Party**")

**BACKGROUND**

- (A) This Agreement governs an articulation arrangement whereby students are initially registered on one of the programmes set out in Schedule 3 offered by MVCC with a view to being admitted into year 2 of one of the Goldsmiths programmes in the Department of Politics and International Relations or Department of Theatre and Performance or the Institute of Management (and subject to meeting Goldsmiths' standard admissions policies and procedures) as set out in this Agreement.

**IT IS HEREBY AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

1.1. The following defined terms apply throughout this Agreement:

<b>Agreement</b>	Means this Articulation Agreement, including any schedules
<b>Award</b>	provided by Goldsmiths and is the certified outcome of a series of modules within a programme of study leading to a degree, diploma or certificate, following successful completion and examination of Students according to Goldsmiths' regulations as amended from time to time
<b>Awarding Body</b>	Shall be the University of London
<b>Business Day</b>	A day other than a Saturday, Sunday, bank holiday, other public holiday in England, or any other days where Goldsmiths is officially closed for business
<b>Confidential Information</b>	each Party's confidential information is: any and all materials and information of or relating to that Party constituting or concerning actual or potential products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, Intellectual Property or ideas which, at the time or times concerned, are not generally known to third parties, and such other information as may be proprietary or confidential in nature or is identified by that Party as confidential before or at the time of disclosure
<b>Effective Date</b>	Shall mean 22 September 2022

<b>Expiry Date</b>	Shall mean 21 September 2025
<b>Goldsmiths Programme(s)</b>	Defined in Clause 5 and set out in Schedule 3;
<b>MVCC Programme(s)</b>	Shall mean the programmes set out in Schedule 3, subject to Clause 3 which at all times meets the requirements set out in Clause 4 and Schedule 3;
<b>Intellectual Property</b>	patents, trademarks, service marks, registered designs, domain names, applications for any of the foregoing, trade and business names, unregistered trademarks and service marks, know-how, copyrights, rights in designs, rights in databases, rights in inventions, rights in improvements and rights of the same or similar effect or nature, in any part of the world;
<b>Term</b>	Shall mean the period from Commencement to Expiry (inclusively) howsoever arising.

- 1.2. references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
- 1.3. references to Clauses or Schedules are references to clauses and schedules in this Agreement;
- 1.4. any reference to any statutory provision shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension in force on or after the date of this Agreement;
- 1.5. words denoting the singular number shall include the plural number and vice versa;
- 1.6. the words and phrases 'including', 'include', 'in part' or any similar expression are illustrative and shall not limit the generality of any preceding words; and
- 1.7. any reference to the termination of this Agreement shall include termination howsoever arising.

## **2. COMMENCEMENT**

- 2.1. This Agreement shall come into force on the Effective Date and shall expire on the Expiry Date unless terminated in accordance with Clause 14.
- 2.2. This Agreement is subject to an annual review by Goldsmiths and MVCC, the outcome of which may lead to Goldsmiths or MVCC requesting to vary (in accordance with Clause 20.9) or terminate (in accordance with Clause 14) this Agreement.
- 2.3. In entering into this Agreement, each Party warrants to the other Party that:
  - 2.3.1. it has full power and authority under its constitution, and has taken all necessary actions and obtained all necessary authorisations, licences, consents and approvals, to allow it to enter into this Agreement; and

- 2.3.2. it shall maintain an appropriate legal status to allow it to perform its obligations under this Agreement and shall inform the other Party immediately of any proposed change to its legal status or ownership.

### **3. RECRUITMENT AND ADMISSIONS**

- 3.1. Admission to the Goldsmiths Programme(s) is subject to MVCC student's satisfying the standard admissions requirements and the thresholds for the relevant programme set out in Schedule 3 of this Agreement as amended from time to time and Goldsmiths has sole discretion not to admit any MVCC student who fails to satisfy the entry requirements and/or any UK visa requirements.
- 3.2. The maximum number of MVCC students permitted to progress each year onto one of the Goldsmiths programmes under this Agreement is set out in Schedule 4 of this Agreement as amended from time to time.
- 3.3. Subject to Clause 3.1, students who do not meet Goldsmiths English language requirements and/or the UK visa requirements may be advised to apply for a place on one of the Goldsmiths pre-sessional English language programmes or be required to provide evidence of an alternative English language qualification that satisfies the applicable UK visa requirements as set out by UK Visas and Immigration (UKVI) as amended from time to time. Such students will normally receive a conditional offer letter until they satisfy the outstanding eligibility requirements.

### **4. THE MVCC PROGRAMME(S)**

- 4.1. The MVCC programmes shall consist always of two (2) years of full-time study and will always be taught and assessed in the medium of English.
- 4.2. In order to complete the MVCC Programme successfully, to allow transfer to Year 2 of one of the Goldsmiths programmes, each student must pass all examinations and satisfy the thresholds set out in Schedule 3.
- 4.3. The language of instruction and assessment for the MVCC Programme(s) shall be in English.
- 4.4. MVCC shall be responsible for interviewing and the selection of prospective students for entry to the MVCC Programme.

### **5. GOLDSMITHS PROGRAMME(S)**

- 5.1. Students who, after successful completion of the MVCC Programme, go on to enrol on the Goldsmiths Programme(s) must obtain at least 120 credits from taught modules, in accordance with the structure and regulations of the programme, in order to gain an award from the Awarding Body.
- 5.2. Students who do not gain the necessary credits may be eligible for the award of Certificate or Diploma in Higher Education, subject to the relevant assessment regulations in force at the time.
- 5.3. Goldsmiths programmes have specifications setting out the content, assessment and criteria to meet for an award to be issued by the Awarding Body and awards will therefore only be issued in accordance with such specifications, as amended from time to time.
- 5.4. The language of instruction and assessment on Goldsmiths programmes shall be English.

- 5.5. Students, on admission to Goldsmiths, shall be subject to the regulations of Goldsmiths, including those related to academic appeals, discipline and complaints. Goldsmiths reserves the right to amend the regulations from time to time.

## **6. RESPONSIBILITIES OF MVCC**

### **6.1. MVCC shall:**

- 6.1.1. be responsible for developing, maintaining and enhancing academic standards and procedures for the MVCC Programme covered by this Agreement;
- 6.1.2. determine, in its sole discretion, all academic aspects of the MVCC Programme including curriculum development;
- 6.1.3. inform Goldsmiths within fourteen (14) days of any alterations to the MVCC Programme, including curriculum development, throughout the Term;
- 6.1.4. quality assure the MVCC Programme in accordance with prevailing standards and regulatory requirements as amended from time to time;
- 6.1.5. procure it has necessary administrative support for admissions, enrolment and registration of students as candidates for the MVCC Programme;
- 6.1.6. be responsible for the general welfare and discipline of students on the MVCC Programme. Any academic appeals by students on the MVCC Programme are the responsibility of MVCC;
- 6.1.7. appoint suitably qualified academic and other staff to ensure the effective running of the MVCC Programme;
- 6.1.8. maintain a record of results for all students of the MVCC Programme. MVCC will send Goldsmiths copies of transcripts for all students who successfully complete the MVCC Programme and wish to study on a Goldsmiths Programme under the terms of this Agreement (and at all times ensuring compliance with any applicable data protection legislation when giving effect to this Clause 6.1.7);
- 6.1.9. procure that students obtain and follow the advice provided by Goldsmiths' Immigration Advisory Service in relation to obtaining an appropriate visa to study in the UK when commencing the Goldsmiths Programme;
- 6.1.10. communicate to students that they are solely responsible for expenses relating to: accommodation, meals, travel & medical expenses, insurance, textbooks, visas, personal items, and other related expenses incurred by the student during their studies on the Goldsmiths Programme;
- 6.1.11. communicate to students that they are solely responsible for any debts incurred during their studies on both the MVCC and Goldsmiths' programmes;
- 6.1.12. provide to Goldsmiths for review and approval all advertising, promotional and marketing materials related to this arrangement; and
- 6.1.13. agree that this arrangement shall not be deemed as a 'joint', 'combined' or 'dual degree' Programme, or indicate that this arrangement has been registered or approved as a Programme by New York state.

## **7. RESPONSIBILITIES OF GOLDSMITHS**

### **7.1. Goldsmiths shall:**

- 7.1.1. determine, in its sole discretion, all academic aspects of the Goldsmiths Programme;
- 7.1.2. assess applications from potential students in accordance with Goldsmiths' standard admissions policies and procedures as amended from time to time;
- 7.1.3. enrol students for the agreed period of study, subject to visa and other regulatory requirements;
- 7.1.4. issue appropriate visa paperwork to the students if they are eligible for that visa, after an assessment has been completed by Goldsmiths' Immigration Advisory Service;
- 7.1.5. provide to MVCC for review and approval all advertising and marketing materials related to this arrangement. Agree that this arrangement shall not be described as a 'joint', 'combined', or 'dual degree' programme, or indicate that this arrangement has been registered or approved as a programme by New York State;
- 7.1.6. provide appropriate marketing materials for MVCC to use in order to promote the programmes under this Agreement;
- 7.1.7. shall be responsible for the issue of degree certificates and student transcripts for the Goldsmiths award; and
- 7.1.8. reserve the right to undertake an annual review of the MVCC Programme and curriculum to ensure that the structure, content and standards continue to provide students with the appropriate abilities and skills for the Goldsmiths Programme. MVCC is required to provide any requested documents to Goldsmiths promptly.

## **8. TUITION FEES**

- 8.1. Students accepted by Goldsmiths shall be required to pay the relevant tuition fee, as reviewed and set annually by Goldsmiths.
- 8.2. Students are responsible for their own financial support, and Goldsmiths bears no responsibility for providing funds to a student for any purpose. Students will be responsible for all expenses including, but not limited to, accommodation, food, travel, visas, insurance, as appropriate, books etc.

## **9. CONFIDENTIALITY**

- 9.1. Each Party undertakes during the term of this Agreement and for five (5) years thereafter to maintain the confidentiality of the other Party's Confidential Information.
- 9.2. Neither Party will be in breach of any obligation not to disclose Confidential Information to the extent that it:
  - 9.2.1. is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;
  - 9.2.2. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

- 9.2.3. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality;
  - 9.2.4. has been independently developed by the Party making the disclosure; or
  - 9.2.5. is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction (including any disclosure under the UK's Freedom of Information Act 2000 where in the disclosing Party's reasonable opinion none of the statutory exemptions apply to disclosure under the Act.
- 9.3. The provisions of this Clause 10 shall continue to apply notwithstanding termination of this Agreement.

## **10. DATA PROTECTION**

- 10.1. The Parties acknowledge under this Agreement, Personal Data (as defined in the General Data Protection Regulation) may be collected and transferred between them. Each Party further acknowledges that it will be a Data Controller in respect of all data collected by it but may also be a Data Processor when dealing with data passed to it by another Party.
- 10.2. The Parties agree to adhere to the data sharing clauses set out in Schedule 1 to this Agreement.

## **11. FREEDOM OF INFORMATION**

- 11.1. MVCC acknowledges that Goldsmiths is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and MVCC shall use reasonable endeavours to assist and co-operate and provide (at its own expense) all necessary assistance as may reasonably be requested by Goldsmiths to enable Goldsmiths to comply with its obligations under the FOIA. Goldsmiths shall not be in breach of this Agreement for any disclosure made pursuant to the FOIA when in Goldsmiths' reasonable opinion none of the statutory exceptions apply to disclosure under that Act.

## **12. INTELLECTUAL PROPERTY**

- 12.1. Both Parties agree that Intellectual Property in all programme materials created by either of the Parties shall vest in and be owned by the Party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the Parties. Any materials originating from either Party shall be used by the other Party solely for the purposes of performing the other Party's obligations and exercising their rights under this Agreement.
- 12.2. Other than in accordance with Clause 7.1.5, MVCC will not use Goldsmiths' name or logo in any press release or product advertising, or for any promotional purpose without Goldsmiths' written consent.

## **13. LIMITATION OF LIABILITIES**

- 13.1. The liability of each Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity (in each case whether direct or indirect), even if the Party bringing

the claim has advised the other of the possibility of those losses, or even if they were within the other Party's contemplation.

- 13.2. Other than in respect of any payment obligation and any liability arising from either Party's failure to comply with any data protection legislation, the aggregate liability of each Party to the other for any or all breaches of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement, shall not exceed in total the aggregate amount of fees paid by Goldsmiths to MVCC in the twenty-four (24) month period prior to the issuing of any claim. For the avoidance of doubt this shall mean that there is unlimited liability with regards to data protection legislation breaches.
- 13.3. Nothing in this Agreement limits or excludes any Party's liability for:
  - 13.3.1. death or personal injury resulting from negligence; or
  - 13.3.2. any other sort of liability that, by law, cannot be limited or excluded.

## **14. TERMINATION**

- 14.1. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - 14.1.1. that other Party is in breach of any material provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within sixty (60) days after receipt of written notice specifying the breach and requiring its remedy (and a breach shall be considered capable of remedy if the Party in breach could comply with the provision in question in all respects other than as to the time of performance, and time of performance is not of the essence); or
  - 14.1.2. that other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors; or
  - 14.1.3. that other Party indulges in behaviour or activities which in the other Party's reasonable opinion call into disrepute or cause damage to the reputation or goodwill of the other Party or Parties or could damage the goodwill of another Party or Parties.
- 14.2. If after Goldsmiths or MVCC carries out an annual review of the activities governed by this Agreement either party determines that there are material issues between the Parties or with the arrangement then Goldsmiths or MVCC may terminate this Agreement by giving three (3) months' written notice to the other Party.
- 14.3. Either Party may terminate this Agreement without cause by giving six (6) months' written notice to the other Party.
- 14.4. The termination of this Agreement shall be without prejudice to:
  - 14.4.1. any rights and remedies of either Party that have arisen prior to such termination;
  - 14.4.2. any provisions of this Agreement which by the sense of their expression are intended to come into or continue in effect after termination.



## 15. CONSEQUENCES OF TERMINATION AND EXPIRY

- 15.1. Upon termination of this Agreement, howsoever arising:
  - 15.1.1. students who have enrolled on a Goldsmiths Programme will be unaffected and any payment obligations arising under this Agreement apply as set out accordingly;
  - 15.1.2. students yet to enrol on a Goldsmiths Programme but who received an offer to study prior to termination (including expiry) shall benefit from the provisions of this Agreement and any payment obligations arising shall apply accordingly;
  - 15.1.3. students who have not received an offer to study at the point of termination (including expiry) may be treated as though they are not Goldsmiths students and there shall be no arising payment obligations under this Agreement.
- 15.2. Each Party shall be responsible for meeting their own costs incurred as a result of termination howsoever arising.

## 16. ARBITRATION

- 16.1. If the Parties are unable to reach agreement on any issue concerning this Agreement within fourteen (14) days after one Party has notified the other of that issue, they may refer the matter to an appropriate senior representative for each Party in an attempt to resolve the issue within fourteen (14) days after the referral. Any Party may bring proceedings if the matter has not been resolved within that fourteen (14) day period and any Party may apply to the court for an injunction, whether or not any issue has been escalated under this Clause but will make reasonable efforts to resolve such disputes in good faith before doing so.

## 17. FORCE MAJEURE

- 17.1. Neither Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other Party for any failure or delay in performing its obligations under this Agreement due to Force Majeure.
- 17.2. If either Party is affected by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question.
- 17.3. If the Force Majeure in question continues for more than three (3) months, the Party not subject to the Force Majeure may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than fifteen (15) days after the date on which the notice is given.
- 17.4. For the purposes of this Clause, "**Force Majeure**" means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or any other party) act of God, war, riot, civil commotion, malicious damage, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

## 18. CRIMINAL FINANCES ACT 2017

- 18.1. Goldsmiths and its subsidiaries conduct their activities with integrity, transparency and fairness. Any Party found to engage in any form of facilitating tax evasion, whether under

UK law or any law of any foreign country shall be treated as a material breach with the effect of immediate termination of this Agreement without notice in accordance with Clause 14.

## 19. MODERN SLAVERY ACT 2015

19.1. In performing its obligations under the Agreement both Parties shall:

19.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes; and

19.1.2. have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance.

## 20. GENERAL

20.1. **Legal Compliance:** In performing their obligations pursuant to this Agreement each Party shall and shall use its reasonable endeavours to procure that its employees, students and representatives shall:

20.1.1. refrain from discriminating directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;

20.1.2. comply with and act in a way which is compatible with the Equality Act 2010 and the equality duty imposed by that Act;

20.1.3. comply with and act in a way which is compatible with the Human Rights Act 1998; and

20.1.4. comply with all applicable legislation and regulations relating to anti-bribery and anti-corruption including the UK's Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under the UK's Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK

20.2. **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

### Method of service

### Deemed day of receipt

By hand or courier

the day of delivery if delivered on a Business Day, otherwise the next Business Day

By pre-paid registered first class airmail

five Business Day after posting

By email

If the email is sent on a Business Day, on that day; or in any other case the next Business Day after that day

Until changed by notice given in accordance with this Clause each Party's respective representatives for the receipt of notices are as follows:

For Goldsmiths:  
FAO: Geraint Fox

For MVCC:  
Lewis Kahler, Ed.D.

Goldsmiths, University of London  
London SE14 6NW, England,  
United Kingdom  
[g.fox@gold.ac.uk](mailto:g.fox@gold.ac.uk)

Interim Dean School of Humanities  
([lkahler@mvcc.edu](mailto:lkahler@mvcc.edu))

With a copy to:

Legal Services  
G09 Deptford Town Hall  
Goldsmiths, University of London  
London SE14 6NW, England  
United Kingdom  
[legal@gold.ac.uk](mailto:legal@gold.ac.uk)

The Parties agree to receive notices either by post or to the email addresses specified in this Clause 20.2.

- 20.3. **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 20.4. **Assignment etc.:** Neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably delayed, conditioned or withheld.
- 20.5. **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 20.6. **Waiver of rights:** If a Party fails to enforce or delays in enforcing an obligation of the other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 20.7. **No agency etc:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or incur any liability, on behalf of any other.
- 20.8. **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation that is not an express provision of this Agreement. However, this Clause does not exclude any liability that a Party may have to the other (or any right which a Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement
- 20.9. **Amendments and Variation:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party's authorised representative.
- 20.10. **Third Parties:** No one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce any benefit conferred by this Agreement.

- 20.11. **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any Party may bring proceedings for an injunction in any jurisdiction.
- 20.12. **Counterparts:** this Agreement may be executed in any number of counterparts, each of which when executed will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed at least one counterpart.

**AGREED BETWEEN THE PARTIES THROUGH THEIR AUTHORISED SIGNATORIES:**

Signed by:



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For and on behalf of  
Goldsmiths' College

Name: Jilly Court

Position: Chief Operating Officer

Date: 20/12/2022

Signed by:



For and on behalf of  
Mohawk Valley Community College

Name: Randall VanWagoner, Ph.D.

Position: President

Date: December 6, 2022

## SCHEDULE 1 – DATA PROTECTION

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

Agreement	means this Schedule;
Contract	a separate contract to which this Agreement forms Schedule 1;
Controller	shall be interpreted in accordance with Data Protection Legislation;
Data Protection Legislation	means, as applicable, (a) European Union Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC) and any legislation and/or regulation implementing or made pursuant to them including but not limited to the UK's Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) from and including 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679); and (c) any applicable associated or supplementary data protection laws and regulations, as updated, amended or replaced from time to time;
Data Subject	shall be interpreted in accordance with Data Protection Legislation. The categories of Data Subject are detailed in Schedule 2;
Effective Date	means the date of this Agreement;
Personal Data	shall be interpreted in accordance with Data Protection Legislation. The type of Personal Data being Processed is detailed in Schedule 2;
Personal Data Breach	any act or omission that; (A) compromises the security, confidentiality or integrity of Personal Data that MVCC Processes for or on behalf of Goldsmiths. This includes the unauthorised loss or disclosure of any Personal Data by MVCC; (B) compromises the physical, technical, administrative or organisational safeguards put in place by MVCC that relate to the protection of the security, confidentiality or integrity of such Personal Data, including any breach of IT or data security requirements; or (C) causes MVCC to be in breach of Data Protection Legislation;
Personnel	means the officers, employees, agents, consultants, representatives and other personnel of each Party that Process Personal Data on their behalf;

Processing	shall be interpreted in accordance with Data Protection Legislation. The nature and Purpose of the Processing is detailed in Schedule 2;
Processor	shall be interpreted in accordance with Data Protection Legislation;
Purposes	data sharing will be to enable both Parties to perform their obligations in accordance with a separate Contract that governs the relationship of the Parties. Details of the subject matter and duration of the Processing is detailed in Schedule 2;
Regulator	means any person or regulatory body with responsibility for monitoring and/or enforcing compliance with the Data Protection Legislation;
Security Breach	means any actual loss, unauthorised or unlawful Processing, destruction, damage, alteration, or unauthorised disclosure of, or access to the Personal Data (accidental or otherwise) and/or any other irregularity in Processing that compromises the availability, authenticity, integrity and/or confidentiality of the Personal Data;
Sensitive Personal Data or Special Categories of Personal Data	shall be interpreted in accordance with Data Protection Legislation.

1.2. In this Agreement, unless the context otherwise requires:

- 1.2.1. References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time prior to the date of this Agreement.
- 1.2.2. References to a person include a reference to any individual, company, corporation or other body corporate, unincorporated association, joint venture or partnership (whether or not having a separate legal personality).
- 1.2.3. References to the masculine, feminine or neuter gender respectively include the other genders and references to the singular include the plural (and vice versa).
- 1.2.4. References to clauses and Schedules are to clauses of and Schedules of the Contract, and references to paragraphs are to paragraphs in the Schedule in which such references appear.
- 1.2.5. The headings in this Agreement will not affect its interpretation.
- 1.2.6. Any phrase introduced by the term “include”, “including”, “in particular” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

**2. TERM**

- 2.1. This Agreement shall be deemed to have commenced on the Effective Date and shall continue in force until the deletion and/or return of the Personal Data to the respective Party, or the expiry of the Contract.

### **3. USE OF PERSONAL DATA**

- 3.1. The Parties will share Personal Data with each other for the Purposes, and agree that they shall share such Personal Data in accordance with the terms of this Agreement (including Schedule 2).
- 3.2. The Parties acknowledge that both Goldsmiths and MVCC are the Controller in some instances and to the extent that either Party acts as the Processor, they shall only carry out Processing of Personal Data as set out in this Agreement or in accordance with any reasonable instructions provided by the other Party from time to time.
- 3.3. Each Party shall only Process Personal Data to the extent, and in such a manner as is necessary for the purposes set out in the Agreement. If either Party is required by law to Process any such Personal Data otherwise than in accordance with this Agreement, they shall immediately notify the other Party of the requirement before Processing such data.
- 3.4. Each Party shall, at all times:
- 3.4.1. Comply with their obligations under Data Protection Legislation and the data protection principles set out therein when Processing Personal Data;
  - 3.4.2. Not do, cause or permit anything to be done which may result in a breach by any of the other Data Protection Legislation in connection with the Processing of Personal Data.
- 3.5. Each Party shall ensure that it has all necessary consents (where consents are required for the purpose of Processing any applicable Personal Data) and has given appropriate privacy notices to Data Subjects (as required by Data Protection Legislation) in order to share Personal Data with the other Parties and in compliance with Data Protection Legislation.
- 3.6. To the extent that a Party requires the Data Subjects' consent to share Personal Data with the other Party in compliance with Data Protection Legislation:
- 3.6.1. the disclosing Party shall inform the receiving Party of the terms of that consent (including any restrictions on the receiving Party's use of the Personal Data); and
  - 3.6.2. the receiving Party shall comply with the terms of the Data Subject's consent (including any such restrictions on their use of the Personal Data).
- 3.7. Each Party shall:
- 3.7.1. take reasonable steps to ensure that Personal Data is accurate and up-to-date; and
  - 3.7.2. only retain Personal Data for as long as necessary in relation to the Purposes.

#### **4. DATA SUBJECT RIGHTS**

- 4.1. Where acting as a Processor the Processor shall provide the Controller with any such assistance as reasonably requested in order to comply with its obligations and fulfil Data Subjects' rights under Data Protection Legislation, including without limitation:
  - 4.1.1. Responding to requests or queries from Data Subjects in respect of their Personal Data; or
  - 4.1.2. Co-operating with an investigation in connection with the Personal Data by a regulatory body; and
  - 4.1.3. Within any timescales specified by the Controller. If no timescales specified, the Processor must respond to and comply with the Controller request within a reasonable period of time after receiving the request for assistance
- 4.2. The Processor shall:
  - 4.2.1. Without delay comply with any request made by the Controller in relation to one or more identified Data Subjects to:
    - 4.2.1.1. provide information about the categories of Personal Data Processed by the Processor in respect of such Data Subject along with any other reasonable information requested by the Controller in respect of such Processing;
      - 4.2.1.1.1. deliver up a copy of all Personal Data Processed by the Processor in respect of one or more identified Data Subjects;
      - 4.2.1.1.2. rectify or permanently erase the identified Personal Data;
      - 4.2.1.1.3. cease all Processing of the identified Personal Data (except for retaining a copy of the Personal Data in electronic storage);
      - 4.2.1.1.4. transfer the identified Personal Data to a specific third party or to the Data Subject to whom the Personal Data relates; and/or
      - 4.2.1.1.5. cease certain types of Processing in respect of the identified Personal Data;
- 4.3. implement and maintain appropriate technical and organisational measures which enable the Processor to comply with any request by the Controller under clause 4.2.1; and
- 4.4. maintain reasonably appropriate processes, systems and controls to guard against any act or omission that would put the Controller in breach of Data Protection Legislation.

#### **5. INTERNATIONAL DATA TRANSFERS**



- 5.1. Neither Party shall transfer, or allow the onward transfer of, any Personal Data or Personal Data to any country outside the United Kingdom (UK) or the European Economic Area (EEA) or any international organisation unless such transfer:
  - 5.1.1. Pursuant to a binding written contract;
  - 5.1.2. Is effected by way of appropriate safeguards (which must be agreed by both Parties);
  - 5.1.3. Is for the purpose only of the Purpose; and
  - 5.1.4. Otherwise complies with the Data Protection Legislation.
- 5.2. For the purpose of this clause, and without prejudice to the requirements of Data Protection Legislation, the concept of a transfer of Personal Data includes (but is not limited to):
  - 5.2.1. The storage of Personal Data on servers outside the UK or the EEA; and
  - 5.2.2. Allowing or facilitating access or other processing rights whatsoever related to the Personal Data outside the UK or EEA.

## **6. CO-OPERATION**

- 6.1. Each Party and Personnel shall provide reasonable assistance, information and cooperation in connection with the Personal Data to the other to ensure compliance with the other's obligations under the Data Protection Legislation.
- 6.2. Each Party shall assist the other Party in complying with its obligations as Controller including by providing information as required by Data Protection Legislation (in particular Articles 13 and 14 of the GDPR) to the other Party and, if appropriate, to Data Subjects.
- 6.3. Each Party will provide the other Party with such information as the other Party reasonably requires for maintaining the records it is required to maintain under the Data Protection Legislation.
- 6.4. If the Processor receives any complaint, notice or communication from a Data Subject or a Regulator which relates directly or indirectly to their sharing of Personal Data pursuant to this Agreement, or to any other Party's compliance with the Data Protection Legislation, it shall notify the Controller without delay of the complaint, notice or communication.
- 6.5. Each Party warrants that it has appointed and shall maintain in place throughout the term of this Agreement a data protection officer to the extent that it is required to do so in accordance with the Data Protection Legislation.

## **7. FREEDOM OF INFORMATION**

- 7.1. MVCC acknowledges that Goldsmiths is or may be subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and MVCC shall use reasonable endeavours to assist and co-operate and provide (at its own expense) all necessary assistance as may reasonably be requested by Goldsmiths to enable

Goldsmiths to comply with its obligations under the FOIA. Goldsmiths shall not be in breach of this Agreement for any disclosure made pursuant to the FOIA when in its reasonable opinion none of the statutory exceptions apply to disclosure under that Act.

## **8. SECURITY**

8.1. Each Party warrants to the other Party that it has implemented and shall maintain appropriate technical and organisational security measures to safeguard all Personal Data and any other Personal Data Processed pursuant to this Agreement against unauthorised or unlawful Processing and against accidental loss, disclosure or destruction of, or damage to, that Personal Data or Personal Data in such a way as to comply with Data Protection Legislation, including (as appropriate):

8.1.1 encryption of the Personal Data;

8.1.2 pseudonymisation of the Personal Data;

8.1.3 measures which ensure the confidentiality, integrity, availability and resilience of the systems Processing that Personal Data;

8.1.4 measures which enable each Party to restore the availability of and access to the Personal Data in a timely manner in the event of an incident which affects such availability and/or access; and

8.1.5 a process for regularly testing, assessing and evaluating the effectiveness of such technical and organisational measures for ensuring the security of the Processing;

8.1.6 limiting disclosure of Personal Data only to those necessary to provide the Services.

8.1.7 Each Party shall ensure that the measures to be taken pursuant to paragraph 8.1 are appropriate to;

(i) the nature of the Personal Data and the scope, context and purposes of the Processing and the likelihood and severity of the risks to Data Subjects that are presented by the Processing of such Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and

(ii) the state of technological development and the cost of implementing such measures.

8.2. Each Party shall;

8.2.1. not disclose any Personal Data to any person except under this Agreement, unless the other Party has provided written consent to the contrary; and

8.2.2. ensure that access to Personal Data is limited to those within its organisation who need to access such Personal Data in order to meet any obligations under this

Agreement

## **9. DATA BREACHES**

9.1. In the event of Personal Data Breach, the Processor shall:

9.1.1. notify the Controller within 24 hours of the Personal Data Breach;

9.1.2. ensure that the original notification to the Controller includes a description of the Personal Data Breach; an explanation of how the Personal Data Breach occurred; the date and time of the Personal Data Breach; the categories of Personal Data affected by the Personal Data Breach; and the categories and approximate number of Data Subjects concerned;

9.1.3. provide: (i) a description of the likely consequences of the Personal Data Breach; (ii) an outline of the Processor's proposed measures that it intends to take to address the Personal Data Breach including, where appropriate, to mitigate its possible adverse effects; and (iii) the steps it intends to take to mitigate the risk of any similar Personal Data Breach occurring in the future; and

9.1.4. take all reasonable steps to mitigate the risk of any similar Personal Data Breach occurring in the future.

## **10. DELETION OR RETURN OF DATA**

10.1. Neither Party shall retain or process the Personal Data or any other Personal Data for longer than necessary in connection with carrying out the Purpose or, if longer, adhere to its binding requirements under the Applicable Laws.

10.2. The Processor shall without undue delay, and at the Controller's request, either permanently and securely delete or securely provide all of the Personal Data to Goldsmiths once processing by the Processor of the Personal Data is no longer required for the Purpose. This requirement shall not apply to the extent retention and storage of any data is required by either Party for their own record keeping purposes or by applicable law.

## **11. AUDIT RIGHTS**

11.1. The Processor shall make available to the Controller on request of all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits in relation to the processing of the Personal Data from time to time.

11.2. Each Party shall therefore maintain adequate records of any Processing of Personal Data carried out in accordance with this Agreement.

## **12. BREACH, TERMINATION AND CONTINUANCE**

12.1. Each Party shall indemnify and keep indemnified the other Party for any breach of the requirements of this Agreement which renders the other Party liable for any costs, fines, claims or expenses under the Data Protection Legislation howsoever arising.

- 12.2. Failure on the part of the Party to comply with the provisions of this Agreement shall amount to a breach of contract and shall give the non-defaulting Party the right to exercise any and all of the remedies in this Agreement and recover all costs incurred as a consequence of the defaulting Party's breach.
- 12.3. On termination of this Agreement howsoever arising the Processor shall when directed to do so by the Controller, instruct all its agent and subcontractors to:
- 12.3.1. Transfer to the Controller the whole or any part of the Personal Data and any other Personal Data received or acquired by the Processor for the Purposes of this Agreement; and
  - 12.3.2. Ensure that such a transfer is made securely in a manner specified by the Controller; and
  - 12.3.3. Securely destroy or erase the whole or any part of such Personal Data and any other Personal Data retained by the Processor and provide the Controller such proof of destruction, as requested from time to time.
- 12.4. The provisions of this clause shall continue in effect notwithstanding termination of this Agreement.

### **13. NOTICES**

- 13.1. Any notice to be given under this Agreement shall be given in accordance with the notices provisions of the Contract.

**SCHEDULE 2 - DATA PROCESSING PARTICULARS**

<b>The subject matter and duration of the Processing</b>	<p>The subject matter is the transfer of students studying at MVCC to Goldsmiths.</p> <p>The Processing will continue as necessary for the duration of the Articulation Agreement to which this forms Schedule 2.</p>
<b>The nature and purpose of the Processing</b>	<p>Processing to enable MVCC students to transfer to complete their studies at Goldsmiths.</p>
<b>The type of Personal Data being Processed</b>	<p>The types of personal data include:</p> <ul style="list-style-type: none"> <li>▪ Full name</li> <li>▪ Student number</li> <li>▪ Date of birth</li> </ul>
<b>The categories of Data Subjects</b>	<ul style="list-style-type: none"> <li>▪ Student</li> <li>▪ Prospective student</li> </ul>
<b>Sensitive Personal Data/Special Categories of Personal Data</b>	<ul style="list-style-type: none"> <li>▪ N/A</li> </ul>

**SCHEDULE 3 – ENTRY REQUIREMENT THRESHOLDS**

This Schedule sets out the thresholds specific to each of the Goldsmiths programmes covered under this Agreement.

<b>MVCC's Programme</b>	<b>Goldsmiths Programme</b>	<b>Requirements for direct entry into Year 2</b>
Liberal Arts & Sciences: International Studies Associate in Arts Degree, equivalent to level 4	BA (Hons) International Relations (Level 6)	Completion of 120 credits equivalent at Level 4  Attainment of 60% (2;1) average (GPA 3.0) or equivalent at Level 4  English: Subject to Clause 3.3, 2 years of study on an Associate's Degree in the US satisfies Goldsmiths' academic English language requirement
Liberal Arts & Sciences: Theater Associate in Arts Degree, equivalent to Level 4	BA (Hons) Drama & Theatre Arts (Level 6)  BA (Hons) Drama: Performance, Politics and Society (Level 6)	Completion of 120 credits equivalent at Level 4  Attainment of 60% (2;1) average (GPA 3.0) or equivalent at Level 4  Must include successful completion of elective modules: TH194 Technical Theatre TH283 Topics in Theatre  English: Subject to Clause 3.3, 2 years of study on an Associate's Degree in the US satisfies Goldsmiths' academic English language requirement
Business Administration. Associate in Applied Science Degree, equivalent to Level 4	BSc Management with Marketing- Level 6 BSc Management with Entrepreneurship- Level 6 BSc Management with Economics- Level 6	Completion of 120 credits equivalent at Level 4  Attainment of 60% (2;1) average (GPA 3.0) or equivalent at Level 4  English: Subject to Clause 3.3, 2 years of study on an Associate's Degree in the US satisfies Goldsmiths' academic and English language requirement

**SCHEDULE 4 – PROGRESSION THRESHOLDS**

This Schedule sets out the annual maximum number of MVCC students able to progress to each of the Goldsmiths programmes under this Agreement as amended from time to time.

Goldsmiths Programme	Maximum number of MVCC students per academic year
BA (Hons) International Relations (Level 6)	10 students
<i>BA (Hons) Drama &amp; Theatre Arts (Level 6)</i>	10 students
<i>BA (Hons) Drama: Performance, Politics and Society (Level 6)</i>	10 students
<i>BSc Management with Marketing (Level 6)</i>	10 students
<i>BSc Management with Entrepreneurship (Level 6)</i>	10 students
<i>BSc Management with Economics (Level 6)</i>	10 students