

I.3.26. Acuerdo 28/CG de 20-06-25 por el que se aprueba el Convenio de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid e Imperial College of Science, Technology & Medicine de Reino Unido.

Elevada a este Consejo de Gobierno por parte de la Vicerrectora de Internacionalización, propuesta de Acuerdo de aprobación de firma y compromiso de adhesión al Convenio de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid e Imperial College of Science, Technology & Medicine de Reino Unido, previo informe favorable de la Comisión de Internacionalización de fecha 8 de abril de 2025, al amparo de los artículos 8 y 9.1 de la vigente Normativa sobre acuerdos y convenios internacionales de la Universidad Autónoma de Madrid con universidades o instituciones extranjeras (aprobada en el Consejo de Gobierno de 25 de junio de 2004), y artículo 46.2 h) de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario; este Consejo de Gobierno, reunido en sesión ordinaria de 20 de junio de 2025, **ACUERDA** la firma y compromiso de adhesión al Convenio de Colaboración para intercambio académico entre la Universidad Autónoma de Madrid e Imperial College of Science, Technology & Medicine de Reino Unido, conforme texto literal que como **ANEXO** a continuación se inserta.

Lo que se acuerda y ordena publicar en el Boletín de la Universidad Autónoma de Madrid (BOUAM), para general conocimiento y efectos jurídicos procedentes.

El presente Acuerdo es definitivo y agota la vía administrativa, de conformidad con los artículos 38.4 de la Ley Orgánica 2/2023, de 22 de marzo, del Sistema Universitario y 128.1 de los vigentes Estatutos de la Universidad Autónoma de Madrid (aprobados mediante Decreto 214/2003, de 16 de octubre, del Consejo de Gobierno de la Comunidad de Madrid y modificados mediante Decreto 94/2009, de 5 de noviembre, del Consejo de Gobierno), y frente al mismo podrá interponerse:

- a) Con carácter potestativo y en el plazo de un mes contado a partir de su publicación en el BOUAM, recurso de reposición frente a este mismo órgano, de conformidad con el artículo 123 de la Ley 39/2015 de 1 de octubre, del Procedimiento Administrativo Común de las Administraciones Públicas (LPACAP).
- b) Alternativamente al apartado a), podrá ser impugnado directamente ante el orden jurisdiccional contencioso-administrativo, ante los Juzgados de lo Contencioso-administrativo de Madrid, en el plazo de dos meses, contado a partir de su publicación en el BOUAM, de acuerdo con lo establecido en los artículos 8, 14.1 y 46 de la Ley 29/1998, de 13 de julio, reguladora de la Jurisdicción Contencioso-Administrativa.

En Cantoblanco. La Presidenta del Consejo de Gobierno. Amaya Mendikoetxea Pelayo

ANEXO

BOLETÍN OFICIAL DE LA UNIVERSIDAD AUTÓNOMA DE MADRID

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This AGREEMENT is made BETWEEN:

Universidad Autónoma de Madrid, public law institution of the Kingdom of Spain and having its registered address at Ciudad Universitaria de Cantoblanco, Madrid 28049, SPAIN ("UAM"), on the one hand
and **Imperial College of Science, Technology & Medicine**, a body corporate established by Royal Charter and having its principal address at Exhibition Road, London SW7 2AZ, UK ("Imperial").
each a **Party** and together the **Parties**

DEFINITIONS

Eligible Student means a student who is a full-time student at Imperial or at UAM who meets the profile for participation in an activity listed in clause 2.

Participating Student means an Eligible Student participating in an activity listed in clause 2.

Home Institution means the institution at which the Participating Student is formally enrolled as a degree candidate. The Home Institution will be either UAM or Imperial.

Host Institution means the institution that has agreed to receive a Participating Student under the terms of this Agreement.

Study Mobility is a period of study that the Participating Student will spend at the Host Institution

A placement is a period of training that the Participating Student will spend at the Host Institution.

Term has the meaning given to it in Clause 11.1.

1. PURPOSE

1.1 The purpose of this Agreement is to facilitate the mobility of students between the Parties in the fields of physics, mathematics and life sciences.

1.2 The Parties acknowledge that UAM will seek to utilise the Erasmus+ Programme or other internal or external schemes and Imperial will seek to utilise the Turing Scheme or other internal or external schemes to assist Eligible Students to access the mobility opportunities identified in this Agreement. The Parties commit to facilitate and cooperate in the fulfilment of administrative requirements of both Turing and Erasmus+.


1.3 Imperial acknowledges that with respect to the Erasmus+ Programme the United Kingdom is a third country not associated to the Erasmus+ Programme.

1.4 The Parties agree to respect both the quality requirements of the Erasmus+ Programme, outlined in the Erasmus Charter for Higher Education, and in this Agreement.

2. MOBILITY ACTIVITIES OFFERED UNDER THIS AGREEMENT

2.1 An Imperial Participating Student in the field of:

- Physics will participate in both a study mobility and a placement mobility when hosted at UAM, according to the specificities detailed below*.
- Mathematics will participate in a study mobility when hosted at UAM.

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- Life Science will participate in a placement mobility when hosted at UAM, according to the specificities detailed below*.

An UAM Participating Student in the field of:

- Physics/Mathematics/Life Science will participate in a study mobility when hosted at Imperial.

* Applications for a placement mobility at UAM will be done on a case-by-case basis. UAM will make reasonable efforts to assist the Participating Student in finding a suitable placement opportunity in accordance to their field, but no placement mobility may take place without the relevant host department's approval. After this approval is confirmed, a training agreement will be set up for the Participating Student with the internal (host) placement provider that contains the detailed information about his/her placement programme.

2.2 The number of students to be involved in the activities and the minimum language requirements are detailed in Annex 2.

2.3 The Parties envisage that for each Participating Student hosted by one Party that a Participating Student will be hosted by the other Party.

2.4 For the purposes of accounting mobility the mobility "annum" will cover the period from 1 September to 31 August.

2.5 If either of the Parties wish to discuss changes they must do so with 12 months' notice.


2.6 If the Parties are unable to satisfy the ratio in clause 2.3, the Parties reserve the right to reduce the number of students they nominate in subsequent years during the Term to bring the ratio back to what was envisaged and will agree amended numbers with 12 months' notice (i.e. by 31 August).

3. SELECTION & NOMINATION

3.1 The Home Institution will be responsible for selection of Eligible Students. The Parties commit to running selection procedures for mobility activities that are fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility. The Parties commit to undertaking outreach to potential Eligible Students with fewer opportunities to encourage their participation in the activities. The Parties will ensure that other elements beyond academic merit are taken into account to ensure participation of students with fewer opportunities.

3.2 Imperial will send UAM a list of nominated Students, along with appropriate relevant information or data (see Appendix 1 of Schedule 1 – Data Protection) by 30th April each year. UAM will confirm by return those nominated Students submitted by Imperial which UAM agrees to allow to apply to UAM as Participating Students.

3.3 UAM will send Imperial a list of nominated Students, along with appropriate relevant information or data (see Appendix 1 of Schedule 1 – Data Protection) by a date that will be agreed upon annually.

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Imperial will confirm by return those nominated Students submitted by UAM which Imperial agrees to allow to apply to Imperial.

3.4 Nominated Students will be instructed by the Home Institution to complete all appropriate hosting procedures as required by the Host Institution (including visa and registration requirements).

3.5 In selecting and nominating a Participating Student the Home Institution will ensure that proficiency (see Annex 2) in the host language (and languages of instruction) has been met. The Participating Student in completing the hosting procedures at the Host Institution will be required to provide evidence of language proficiency in the host language to the level and in the format indicated by the Host Institution.

3.6 The Host Institution reserves the right to refuse to host a Participating Student.

4. FEES & EXPENSES

4.1 The requirement to pay tuition fees at the Host Institution is waived by the Host Institution; however, Participating Students shall continue to pay tuition fees and any other compulsory fees to their Home Institution.

4.2 Participating Students will be responsible for their living expenses, accommodation costs, transportation, passports, visas, books, relevant insurance costs and all other personal expenses whilst participating in the activity as well as all expenses of any accompanying spouse and/or dependants.

4.3 The use of non-academic or non-mandatory facilities, services and functions at the Host Institution (including workshop materials, travel and visit costs and other normally additional and chargeable expenses) may require the payment of charges by the Participating Student on the same basis as degree students at the Host Institution. The Host Institution will notify the Participating Student of any such charges and payments will be made directly to the Host Institution by the Participating Student.

5. RULES, REGULATIONS & PARTICIPATING STUDENTS' OBLIGATIONS

5.1 The Parties will instruct their respective students participating in the mobility activity to follow the policies, regulations, rules, and guidelines of both Institutions.

5.2 Any breach by a Participating Student of the Host Institutions' rules and regulations will be dealt with in accordance with the established policies and procedures of the Host Institution.

5.3 The Host Institution reserves the right to de-register a Participating Student at any time if the Participating Student fails to meet academic standards or violates the Host Institution's relevant code of conduct or the criminal law of the jurisdiction in which the violation occurs. However, the Host Institution will not do so without first discussing the circumstances with the Participating Student's academic advisors at the Home Institution.

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6. REGISTRATION & ADMINISTRATION

6.1 Each Participating Student from UAM will be registered with Imperial as a non-degree visiting student.

Each Participating Student from Imperial will be registered with UAM on a non-degree exchange student basis.

For the avoidance of doubt, Participating Students will not be eligible for the award of a degree by the Host Institution.

6.2 After all hosting formalities have been completed, the Host Institution will provide the Participating Student with the appropriate documentation (and guidance) to assist with any application for a visa or other necessary form of immigration status (entry clearance).

6.3 The appropriate authority at the Host Institution will arrange an orientation programme for the Participating Students.

6.4 During the admissions process the Host Institution will provide guidance on the housing options available to the Participating Student. The Host Institution will make reasonable efforts to offer university-approved or other suitable accommodation.

6.5 The Host Institution will give Participating Students full access to its student services and facilities, including both services designed to support students with a disability or impairment and services designed to assist with orientation and integration, on the same basis as for its degree students.

6.6 The Host Institution will assign each Participating Student an advisor or contact the aim of which is to provide appropriate academic advice, mentoring and support.

6.7 Student issues will be handled by the Host Institution according to its normal system of support and discipline. When there are serious concerns, the Host Institution will inform the Home Institution of these in a timely manner.

6.8 Should a Participating Student seek an extension to their stay at the Host Institution this must first be approved in advance in writing by both Parties.

6.9 At a date to be decided upon by the Host Institution and only where relevant a transcript (grade report) will be made available to a Participating Students.

(a) The Host Institution agrees to provide to the Home Institution, upon request, information on its methodology for determining the grades for Participating Students. i. Imperial: <http://www.imperial.ac.uk/placements/student-exchanges/information-for-student-exchange-partner-universities/>

ii. UAM: See Annex 2

(b) The Host Institution agrees that ahead of issuing a transcript (grade report), and where necessary, reasonable effort will be made to communicate academic results on a provisional basis to the Home Institution.

6.10 The Home Institution shall determine any academic credit to be granted, if any, for modules/courses completed by the Participating Student whilst participating in the activity.

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7. INSURANCE

7.1 The parties confirm that they will comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement (including, without limitation, any applicable laws and regulations in connection with security, health and safety).

7.2 The parties confirm that they hold, and warrant that they will maintain for the Term, the requisite insurance to cover such risks and any liabilities caused by or arising out of their actions and the actions of their agents and/or employees in respect of the activities set out in this Agreement and will provide certificates of insurance or other acceptable evidence, on request.

7.3 The Host Institution is responsible for providing Participating Students with information regarding relevant health and safety procedures and shall take all reasonable steps to ensure the personal safety of Participating Students whilst on any premises owned or controlled by the Host Institution.

8. INTELLECTUAL PROPERTY

Any intellectual property developed by Participating Students during the activity shall be managed by the Host Institution's policy or regulations applicable to student intellectual property, provided that nothing shall affect the ownership of intellectual property owned or controlled by either Party before the start or independently of the activity. If any intellectual property developed by a Participating Student during the activity results in commercialization opportunities, the Host and Home Institutions shall discuss in good faith the proper ownership of such intellectual property,

and the proper route for commercialization if applicable. The ownership of intellectual property resulting from projects sponsored by entities other than the Parties will require a separate agreement based on the terms of the contracts between the Parties and sponsoring entities.

9. NON-ASSIGNMENT

This Agreement is personal to the Parties and neither Party shall have the right to assign any of its rights and duties or responsibilities arising hereunder.

10. DATA PROTECTION

Each Party agrees to comply with its obligations as set out in Annex 1 (Schedule 1: Data Protection) of this Agreement.


In application of paragraph 2.5.2(b) of Schedule 1, prior to including a student in its list of Eligible Students (as provided in Clause 3.3), UAM shall:

(a) draw to those students' attention Imperial's Student Privacy Notice (available in the Registration Terms and Conditions at

<http://www.imperial.ac.uk/students/terms-and-conditions/registration/>);

and

(b) explain to those students that Imperial shall require them to sign up to Imperial's Student Privacy Notice and check that those students are content with this.

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11. TERM AND IMPLEMENTATION OF THE AGREEMENT

11.1 This Agreement will be deemed to have come into force on the date of its signature (the Effective Date) and will remain in effect until 31st August 2029 (the **Term**), unless terminated earlier in accordance with Clause 11.4. It contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Both Parties may at any time review this Agreement and the actions taken under it. Modifications to this Agreement may be made only in writing by mutual consent and will come into effect at a time to be mutually agreed.

11.3 This Agreement may be extended upon its expiry with the written agreement of both Parties.

11.4 Either of the Parties may terminate this Agreement by written notification to the other Party of its desire to terminate with at least 12 months' notice ending on 31 August on or after the 12 months' notice have been given. Both Parties agree to meet their obligations of hosting any Participating Students whose participation in the activity has already been confirmed to the Home Institution at the time of the notification of termination. Once notification of termination has been given, neither Party shall propose any further students under this Agreement.

11.5 Each Party will appoint an administrator to administer the terms of this Agreement.

- At UAM it will be the International Cooperation Agreements Manager. Email: conveniosori.uam@uam.es
- At Imperial it will be Adrian Hawksworth, Assistant Registrar (Placements). Email: exchangestudents@imperial.ac.uk

11.6 The persons named in 11.5 will monitor the progress of the Agreement on an annual basis during the month of July.

12 DISPUTES RESOLUTION

12.1 If a dispute, controversy or claim arises out of, relating to or in connection with this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement (a '**Dispute**'), then the Parties shall follow the following procedure:

(a) Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall without delay and in good faith attempt to resolve the Dispute.

(b) If the Parties are for any reason unable to resolve the Dispute within 60 days of it being referred to them, or such other period as the Parties may agree in writing, the Dispute shall be finally settled under the Rules of Arbitration of the competent court. The place of the litigation event defines the applicable law and the competent court.

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13. RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed to create a relationship of partners, employees, servants or agents between the Parties. The Parties to this Agreement are solely acting as independent contractors.

14. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable to the other for delays or failures of its performance of any of its obligations under this Agreement if such delay or failure is caused by any event, circumstances or causes beyond its reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots.

15. MISCELLANEOUS

UAM acknowledges that Imperial is subject to the Freedom of Information Act 2000.

The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedule.

Authorised signatures

Authorised signatures

Universidad Autónoma de Madrid

THE RECTOR

UNDER DELEGATION, THE Vice-Rector for
Internationalization

Resolution of December 2nd, 2021 (B.O.C.M July 8th, 2021)

Universidad Autónoma de Madrid

Prof. Irene Martín Cortés

Signature:

Date:

Imperial College of Science, Technology and Medicine


Professor Peter Haynes

Vice Provost Education and Student Experience

Imperial College of Science, Technology & Medicine

Signature:

Date:

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Annex 1
SCHEDULE 1
DATA PROTECTION

1. DEFINITIONS

In this Schedule 1 the following definitions shall apply:

"Applicable Law"

means all applicable laws, statutes, enactments, regulations, declarations decrees, directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, regulations, rules, regulatory policies, guidelines, codes, other binding restrictions, regulatory permits and licences applicable under law which are in force from time to time during the term of the Agreement, including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time as the same are amended, consolidated, modified, re-enacted or replaced;

"Appropriate Safeguards"

means a safeguard which Imperial/UAM deems to be necessary to ensure that the Data Transfer may occur in accordance with the Data Protection Laws, including any one of the following:

- (a) procuring that any Third Party Provider involved in the Data Transfer enters into a data processing agreement or data sharing agreement (as applicable) with UAM/Imperial on terms which are equivalent to those agreed between Imperial and UAM relating to the Data Transfer (save that the Third Party Provider shall have no right to transfer Shared Data to any other third party or otherwise transfer the Shared Data outside of the recipient country except for transfers back to UAM or Imperial in the originating country);
- (b) where the Third Party Provider is a member of Imperial/UAM's group, relying on a valid set of binding corporate rules that have been approved by a Regulator;
- (c) such additional requirements as are set out in this Schedule 1 in relation to the transfers of data to a Third Party Provider; and
- (d) the execution by UAM/Imperial of a Data Transfer Agreement;

"Controller"

means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

"Data Exporter"

means a Party making or proposing to make a transfer of Personal Data which is a Data Transfer;

"Data Importer"

means a Party in receipt of Personal Data as a result of a Data Transfer;

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"Data Originator"

means the Party from whom the Shared Data originates;

"Data Processing Particulars"

means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
 - (b) the nature and purpose of the Processing;
 - (c) the type of Personal Data being Processed; and
 - (d) the categories of Data Subjects;
- as set out in Appendix 1 to this Schedule 1;

"Data Protection Impact Assessment"


means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data which includes as a minimum:

- (a) a systematic description of the envisaged Processing and the purposes of the Processing, including, where applicable, the legitimate interest for which the Processing is carried out;
- (b) an assessment of the necessity and proportionality of the Processing operations in relation to the purposes pursued;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and to demonstrate compliance with the Data Protection Laws;

"Data Protection Laws"

means:

- (a) any Applicable Law to which a Party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("EEA") and in relation to the United Kingdom ("UK") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as PECR, DPA 2018 and the UK GDPR respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time;
- (b) any code of practice or guidance published by a Regulator from time to time; and/or
- (c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

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"Data Subject"

means an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly;

"Data Subject Request"

means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his/her rights under the Data Protection Laws including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

"Data Transfer"

means transferring any Shared Data to, and/ or accessing any Shared Data from and/ or Processing any Shared Data within, a jurisdiction or territory that is a Restricted Country;


"Data Transfer Agreement"

means an agreement between UAM/Imperial and the Data Importer which incorporates the Standard Contractual Clauses;

"Data Transfer Risk Assessment"

means an assessment of the transfer of Shared Data to a Restricted Country, which shall set out:

- (a) the Shared Data which will be transferred and/ or Processed;
- (b) the country or countries in which and/ or to which the Shared Data will be transferred and/or Processed;
- (c) any Third Party Providers who will be Processing and/or receiving Shared Data in such countries;
- (d) details of the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward Processing chain and the number of actors involved and the transmission channels;
- (e) details of any Disclosure Request made to the Data Importer or those third parties with whom the Data Importer may/shall onward share the Shared Data;
- (f) confirmation of the implementation of the Appropriate Safeguards as are necessary under Data Protection Laws, including the Standard Contractual Clauses;
- (g) without limiting Paragraph (d), how the Data Importer will ensure that the Data Subjects have enforcement rights and effective legal remedies;
- (h) the results of a Data Protection Impact Assessment (where applicable);
- (i) the local country assessment undertaken to record Imperial/UAM's assessment of legal sufficiency of the recipient country (including whether in Imperial/UAM's reasonable opinion, having regard to the Data Protection Laws), anything in that country's law or practice impinges on the effectiveness of the Appropriate Safeguards, including respecting the essence of the fundamental rights and freedoms and that such laws and practices do not exceed what is necessary and proportionate in a democratic society to safeguard the objectives set out in Article 23(1) of the GDPR and are not otherwise in contradiction with the Data Protection Laws ("Local Adequacy");

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(j) what supplementary measures (including relevant technical measures such as encryption of Shared Data, contractual measures and organisational measures) have been adopted by Imperial/UAM or as between itself and the Data Importer in cases that the local country assessment (referred to in (i) above) has identified any impingement on the effectiveness of the Appropriate Safeguards as a consequence of the laws or practices therein; and

(k) that it has regard to and complies with current government, European Data Protection Board, or other Regulator's recommendations, policies, procedures, guidance and codes of practice on, and any approval processes in connection with the Data Transfer;

"Disclosure Request"

means, in the event of a Data Transfer occurring, a request for disclosure of, or direct access to, Shared Data by any government or public authority (or any body with delegated authority for any of them) under the laws of the country of destination;

"EEA"

the European Economic Area;

"EU Standard Contractual Clauses"

means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;

"GDPR"

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Government Access"

means:

(a) a request for disclosure of Shared Data (which has been transferred in accordance with Paragraph 2.5) by a public authority under the laws of the country of destination; or


(b) where the Data Importer is aware of direct access to Shared Data (which has been transferred in accordance with Paragraph 2.5) by a public authority under the laws of the country of destination;

"Group"

means in respect of either Party, that Party, its holding company, its subsidiaries and any other direct or indirect holding company or subsidiary from time to time of such holding company or subsidiary;

"Losses"

means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of

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investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the Data Subject, cost of complaints handling (including providing Data Subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

"Permitted Recipients"

means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (Data Processing Particulars);

"Personal Data"

means any information relating to a Data Subject, including but not limited to any Special Category Personal Data and data relating to criminal convictions and offences;

"Personal Data Breach"

means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed and, for the avoidance of doubt, includes a breach of Paragraph 2.5.2(d);

"Personnel"

means, in relation to either Party, all persons engaged or employed by that Party from time to time, including its officers, consultants, contractors, agents and/or Sub-Processors;

"Personnel Personal Data"

means Personal Data relating to Personnel;

"Process"


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, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and "Processing" and "Processed" shall be construed accordingly);

"Processor"

means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller;

"Regulator"

means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible

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for administering, providing guidance on, supervising and enforcing Data Protection Laws, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time (the "ICO"); in Spain the Agencia Española de Protección de Datos ("AEPD")

"Regulator Correspondence"

means any correspondence or communication (whether written or verbal) from a Regulator in relation to the Processing of Personal Data;

"Restricted Country"

means a country, territory or jurisdiction that is outside of the United Kingdom ("UK") or outside the European Economic Area ("EEA") which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the Data Transfers carried out under or in connection with the Agreement;

"Security Requirements"

means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws including, in particular:

- (a) a requirement only to Process Personal Data in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures;
- (b) a requirement to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The appropriate level of security shall be assessed by taking into account the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;

"Services"


means the Student Exchanges;

"Shared Data"

means the Personal Data shared between the Parties under, or in connection with, this Agreement (such Personal Data is more particularly described in Appendix 1 (Data Processing Particulars));

"Special Category Personal Data"

means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, and data concerning health or a person's sex life or sexual orientation;

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"Standard Contractual Clauses"

means the EU Standard Contractual Clauses or the UK Standard Contractual Clauses, as the context requires;

"Sub-Processor"

means any third party Processor appointed by UAM/Imperial (including a sub-contractor or any Group company or affiliate, or any Data Importer) to Process the Shared Data on its behalf in connection with the Services

(including any sub-Processors of such Sub-Processor) and "Sub-Processing" relates to Processing carried out by a Sub-Processor; and

"Third Party Controller"

means a third party with whom UAM/Imperial wishes to share the Shared Data, where that third party acts as a Controller and has put in place an appropriate data sharing agreement;

"Third Party Provider"

means a Sub-Processor or a Third Party Controller, as the context requires;

"Third Party Request"

means a written request from any third party for disclosure of Shared Data where compliance with such request is required or purported to be required by law or regulation, but excluding a Disclosure Request;

"UK Addendum"

means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1);


"UK Standard Contractual Clauses"

means the EU Standard Contractual Clauses, as amended by the UK Addendum.

2. DATA PROTECTION

2.1 Arrangement Between the Parties

2.1.1 The Parties may each Process the Shared Data. The Parties each acknowledge and agree that the factual arrangements between them dictate the classification and role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, the Parties anticipate that Imperial shall act as an independent Controller and UAM shall act as an independent Controller in respect of the Processing of the Shared Data.

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2.1.2 Notwithstanding Paragraph 2.1.1, if either Party is deemed to be a Joint Controller with the other in relation to the Shared Data, the Parties agree that they shall:

- i. be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.5.2(d) where Shared Data has been transmitted by it, or while Shared Data is in its possession or control; and
- ii. acting reasonably and in good faith seek by way of variation or additional agreement or arrangement, to document the parties' respective obligations in accordance with Data Protection Laws (particularly in respect of communications with Data Subjects, third parties and a Regulator, including in respect of transparency requirements and notification obligations).

2.2 Each of the Parties acknowledges and agrees that Appendix 1 (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

2.3 Each of the Parties acknowledges that:

2.3.1 the Data Protection Officer for Imperial is Mr Robert Scott, email -robert.scott@imperial.ac.uk, tel. +44(0) 20 7594 3502; and

2.3.2 the Data Protection Officer for UAM is Mr Jesus Larena, email delegada.protecciondedatos@uam.es

2.4 Contact Data

2.4.1 Notwithstanding Paragraph 2.1 the Parties each acknowledge and agree that they may need to Process Personal Data in relation to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.


2.4.2 Each Party shall Process such Personal Data for the purposes set out in Paragraph 2.4.1 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with members of their Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Paragraph 2.4.1, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.

2.5 Controller Obligations


2.5.1 Each Party shall in relation to the Processing of the Shared Data comply at all times with its respective obligations under the Data Protection Laws.

2.5.2 Without limiting the generality of the obligation set out in Paragraph 2.5.1, in particular, each Party shall:

- (a) ensure it is not subject to any prohibition or restriction which would:

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- i. prevent or restrict it from disclosing or transferring the Shared Data to the other Party or granting the other Party access to the Shared Data as required under this Agreement;
- ii. prevent or restrict either Party from Processing the Shared Data, as envisaged under this Agreement;
- (b) ensure that all fair Processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Shared Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws. Where acting as Joint Controllers, the Parties shall collaboratively ensure all fair Processing notices have been given (and/or as applicable, consents obtained);
- (c) ensure that the Shared Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the other Party to Process such Shared Data as envisaged under this Agreement;
- (d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; [and the obligations set out in Appendix 2 (Information Security)]; [and at any time where requested provide to the other Party evidence of its compliance with such requirements promptly [, and in any event within [ninety-six (96)] hours of the request];
- (e) notify the other Party promptly, and in any event within [ninety-six (96)] hours of receipt of any Data Subject Request, Third Party Request or Regulator Correspondence relating to the Shared Data, not disclose the Personal Data for which the other Party alone is the Controller in response to any Data Subject Request, Third Party Request or Regulator Correspondence without the other Party's prior written consent, and provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request, Third Party Request or Regulator Correspondence. [Where acting as a Joint Controller, the Party who has provided the notice (and/or as applicable obtained the necessary consent(s)) pursuant to this Paragraph 2.5.2(e) shall be responsible for responding to a Data Subject Request, Third Party Request or Regulator correspondence and the other Party shall provide all such reasonable assistance as may be required];
- (f) notify the other Party in writing without undue delay (and in any event within [twenty-four (24) hours]) upon it (or any of its Personnel) becoming aware of any actual, suspected or threatened Personal Data Breach in relation to the Shared Data [received from the other Party] ("Data Loss Event") and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (i) seek to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Shared Data;
 - (ii) promptly provide the other Party with a report containing details about the nature of the Data Loss Event and provide the other Party with further information in phases, as details become available;
 - (iii) support the other Party to make any required notifications to the Regulator and/or other relevant regulatory body and affected Data Subjects.
- (g) take reasonable steps to ensure the reliability of and adequate training of any of its Personnel who have access to the Shared Data;

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(h) hold the information contained in the Shared Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Shared Data;

(i) not disclose the Shared Data received from the Data Originator to a third party (including a Sub-Processor or any Group company or affiliate, or any Data Importer) in any circumstances without the Data Originator's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests.

(j) except to the extent required by Applicable Law, upon the earlier of:

(i) termination or expiry of this Agreement; and/ or

(ii) the date on which the Shared Data is no longer relevant to, or necessary for, the provision of the Services,

cease Processing all Shared Data received from the Data Originator and return and/ or permanently and securely destroy such Shared Data and all copies in its possession or control (such that such Shared Data is no longer retrievable), as directed in writing by the Data Originator.

2.6 UAM/Imperial shall only Process the Shared Data for which Imperial/UAM is the Data Originator for the purposes of providing the Services or otherwise in accordance with the terms of this Agreement.]

2.7 Before sharing the Shared Data for which Imperial/UAM is the Data Originator with a:

2.7.1 Sub-Processor, UAM/Imperial must (and shall ensure any Sub-Processor must) comply with the obligations set out in Paragraph 3.

2.7.2 third party where such party shall act as a Controller, a Party must obtain the consent of the other Party and enter into an appropriate data sharing agreement with the third party and ensure such third party meets the requirements of the Data Protection Laws and only uses such Shared Data for the purposes permitted and set out in this Agreement.

2.8 Except as otherwise provided, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in any personal data.

3. APPOINTING SUB-PROCESSORS

3.1 UAM/Imperial shall not sub-contract the performance of any of its obligations under this Agreement without the prior written consent of Imperial/UAM, OR

3.2 UAM/Imperial shall be permitted to appoint a Sub-Processor to perform any of its obligations under this Agreement which include the Processing of the Shared Data in accordance with this Paragraph 3 and to disclose Shared Data to such Sub-Processors for Processing in accordance with UAM/Imperial's obligations under this Agreement (acting as a Sub-Processor only), provided always that:

3.2.1 UAM/Imperial undertakes thorough and appropriate due diligence on the proposed Sub-Processor demonstrating the ability to provide sufficient guarantees under the Data Protection Laws, including a risk assessment of the information governance-related practices and processes of the

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proposed Sub-Processor, which shall be used by UAM/Imperial to inform any decision on appointing the proposed Sub-Processor;

3.2.2 UAM/Imperial provides Imperial/UAM with full details in writing of the proposed Sub-Processor, including the results of the due diligence undertaken in accordance with Paragraph 3.2.1 before its appointment and Imperial has consented to such appointment in writing;

3.2.3 the Sub-Processor contract (as it relates to the Processing of the Shared Data) is on terms which are no less onerous than the terms required by the Data Protection Laws in relation to the appointment of a Sub-Processor and in the event the sub-contractor is in fact at law a Controller, UAM/Imperial shall enter into a contract with the sub-contractor (as it relates to the Processing of Personal Data) on terms which are substantially similar to, and in any case no less onerous than, the terms set out in this Schedule 1 (Data Protection) except that the Sub-Processor shall not itself be entitled to sub-contract any of its rights in relation to the Processing of the Shared Data nor to transfer the Shared Data to any other third party;

3.2.4 in the event a proposed Sub-Processor is situated in a Restricted Country, no Shared Data shall be disclosed, unless the terms of Paragraph 4 are met; and

3.2.5 the Sub-Processor's right to Process Shared Data terminates automatically on expiry or termination of this Agreement for whatever reason.

3.3 Notwithstanding any consent or approval given by Imperial/UAM under Paragraph [3.1]/[3.2], UAM/Imperial shall remain primarily liable to Imperial/UAM for the acts, errors and omissions of any Sub-Processor to whom it discloses, or permits the Processing of, Shared Data, and shall be responsible to Imperial/UAM for the acts, errors and omissions of such Sub-Processor as if they were UAM/Imperial's own acts, errors and omissions to the extent that UAM/Imperial would be liable to Imperial/UAM under this Agreement for those acts, errors and omissions.

4. INTERNATIONAL TRANSFERS

4.1 The Parties acknowledge and agree that UAM and Imperial is not established in a Restricted Country.

5. INDEMNITY

5.1 Both Parties shall indemnify on demand and keep indemnified and held harmless the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising from the first Party's breach of its obligations under this Schedule 1 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

5.1.1 any monetary penalties or fines levied by any Regulator on the other Party;

5.1.2 the costs of any investigative, corrective or compensatory action required by a Regulator, or of defending any proposed or actual enforcement taken by a Regulator including if such investigation arises as a result of a self-report or otherwise;

5.1.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by (or on behalf of) a Data Subject); and

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5.1.4 except to the extent that Paragraphs 5.1.1 and/ or 5.1.2 and/ or 5.1.3 apply, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.]

5.2 Nothing in this Agreement will exclude, limit or restrict a Party's liability under this Paragraph 5.

6. AMENDMENTS

6.1 If at any time, in Imperial/UAM's opinion, it needs to amend this Agreement in order to comply with its obligations under Applicable Law, UAM/Imperial agrees:

6.1.1 where permitted by Applicable Law, Imperial/UAM may, at any time by giving UAM/Imperial thirty (30) days' notice, unilaterally:

(a) require the replacement of any Data Transfer Agreement entered into in connection with this Agreement with any amended or updated version of those clauses approved under Data Protection Laws or other applicable data transfer mechanism which is or may become available (including any standard clauses forming part of an applicable code of conduct or certification scheme) with such details of the transfers as necessary completed by Imperial/UAM; (b) amend this Agreement to ensure (in its opinion) that any Data Transfers or related Processing comply with Data Protection Laws including further to any judgment of an applicable court or guidance issued by a competent Regulator;

6.1.2 where execution of a document is required under Data Protection Laws:

(a) promptly agree, accede to and/or to enter into an appropriate written variation of this Agreement, or any Data Transfer Agreement, or to document information or make the amendments which in Imperial/UAM's opinion are required; and (b) if such amendments are not able to be agreed, the Parties acknowledge and agree that no further Processing of the Personal Data (in particular the Shared Data) under this Agreement will be carried out until such variation has been agreed and executed.

APPENDIX 1

DATA PROCESSING PARTICULARS

The subject matter and duration of the Processing	(in respect of Proposed Exchange Students) for as long as Exchange Students are exchanged under the Agreement (in respect of Actual Exchange Students) for as long as required to meet quality assurance and regulatory requirements
The nature and purpose of the Processing	For the carrying out of the Exchange Programme
The type of Personal Data being Processed	Personal Data shall be confined to the following categories of information: Name, institutional email address, degree programme details and nationality for each Exchange Student or potential Exchange Student

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The categories of Data Subjects	Proposed Exchange Students Actual Exchange Students
Data Retention/Deletion Period and Process	Data retention Administration and support services Imperial College London
Locations (including the geographic region) in which the personal data may be Processed by UAM/Imperial and/or any Sub-Processor	The country of Spain and United Kingdom only.
[Permitted Recipients]	The Parties.

APPENDIX 2 INFORMATION SECURITY


- Data to be sent in an encrypted fashion (password protected documents).
- Links / passwords to be provided separately.
- Data transfer to occur following confirmation of preparedness by recipient party.
- Data transfers to be sent between the following 2 parties:
 - o Adrian Hawksworth, Assistant Registrar (Placements), Registry, Imperial College London, South Kensington Campus, London SW7 2AZ. Email: exchangestudents@imperial.ac.uk
 - o Carolina Belver, Vice-Dean for International Relations, Faculty of Sciences. UAM. Email: vicedecana.ciencias.rrii@uam.es.
- Data to be stored securely and in line with both local and international laws.

Annex 2 The Activity

- The subject areas which are valid under this Agreement.
- The normal duration of the activity.
- The number of students to be involved.

FROM	TO	Subject area (ISCED) code	Subject area name	Study cycle	Number of student mobility periods per academic year
Imperial College London	Universidad Autónoma de Madrid	0511/0512	Biological Sciences and Biochemistry/Biotechnology	1st	Maximum 2 students for a study and a placement mobility with the placement requiring approval by the host department. Each for a full academic year.

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Universidad Autónoma de Madrid	Imperial College London	0511/0512	Biological Sciences and Biochemistry/Biotechnology	1st	Maximum 2 students for a study mobility. Admission is normally in October for a full academic year or 3 to 6 months depending on the study plan negotiated; OR admission is from January for 6 months.
Imperial College London	Universidad Autónoma de Madrid	0533	Physics	1st/2nd	Maximum 4 students Each for a full academic year involving both a study and a placement mobility with the placement requiring approval by the host department.
Universidad Autónoma de Madrid	Imperial College London	0533	Physics	1st/2nd	Maximum 4 students for a study mobility Each for a full academic year. Admission to Imperial (whether the student is a first or second cycle student) is as an undergraduate, with the study plan (60 ECTS) composed of modules/courses from the Dept of Physics' undergraduate bachelor/masters curriculum.
Imperial College London	Universidad Autónoma de Madrid	0541	Mathematics	1st	Maximum 2 students for a study mobility. Each for a full academic year.
Universidad Autónoma de Madrid	Imperial College London	0541	Mathematics	1st/2nd	Maximum 2 students for a study mobility. Each for a full academic year. Admission to Imperial (whether the student is a first or second cycle student) is as an undergraduate, with the study plan (60 ECTS) composed of modules/courses from the Dept of Mathematics' undergraduate bachelor/masters curriculum.

Minimum language requirements

Receiving institution	Language of instruction 1	Language of instruction 2	Recommended level
			Student Mobility
Imperial College London	English		B2 (minimum) proficiency in the four component areas (reading; listening; speaking; writing).
Universidad Autónoma de Madrid	Spanish		B1 required, B2 (recommended)

Term Dates, Grade Conversion Table and Further Information

Imperial College London:

- <https://www.imperial.ac.uk/admin-services/registry/term-dates/>
- <https://www.imperial.ac.uk/placements/student-exchanges/information-for-student-exchange-partner-universities/>

Universidad Autónoma de Madrid:

- <https://www.uam.es/uam/en/international/incoming/estudiantes-intercambio>
- <https://www.uam.es/uam/estudios/grado/matricula/calendario>
- In the Spanish university system, each subject is graded on a scale from 0 to 10 points. Each numeric grade corresponds to a quality grade as follows: Suspenso: 0-4,9; Aprobado: 5-6,9; Notable: 7-8,9; Sobresaliente: 9-10; Matrícula de Honor: Means getting sobresaliente plus a special mention. To pass a subject is necessary to get at least 5 points.

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