

DATED THIS 22nd DAY OF MAY 2025

UNIVERSITY OF LEICESTER

-and-

CHANAKYA NATIONAL LAW UNIVERSITY, PATNA

PROGRESSION AGREEMENT

THIS PROGRESSION AGREEMENT is made on the 22nd DAY OF MAY 2025

(the "Agreement")

BETWEEN:

- (1) **THE UNIVERSITY OF LEICESTER** incorporated by Royal Charter (registered number RC000659) and with charitable status in England and Wales of University Road, Leicester, LE1 7RH ("the University"); and
- (2) **CHANAKYA NATIONAL LAW UNIVERSITY, PATNA** a specialised law university located at Nyaya Nagar, Mithapur Farm Area, Mithapur, Patna, Bihar 800001, India ("the Institution")

each "a Party" and together "the Parties"

BACKGROUND

- (A) The Parties wish to work together to offer suitably qualified students the opportunity to progress from study at the Institution to study at the University.
- (B) The University has agreed to accept onto University Programmes students from the Institution who have completed a relevant Course and who have the appropriate qualifications for entry onto the first year of the relevant University Programme.
- (C) The Parties have agreed that their relationship should be governed by a legally binding contract, and the agreed terms of the contract are as set out in this Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions shall have the following meanings, unless the context otherwise requires:

Confidential Information	means the terms of this Agreement and any and all materials and information of or relating to a Party constituting or concerning 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 persons and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential but excluding any materials intended to be published for or disseminated to students;
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Course	means the Institution's course(s) as listed in Schedule 1;
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Data Protection Legislation	means the UK General Data Protection Regulation and the Data Protection Act 2018;
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**Environmental
Information Regulations,
EIR**

means the Environmental Information Regulations 2004;

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 circumstances beyond the reasonable control of the Party so prevented, including without limitation, strikes, industrial disputes, protests, war, national emergency, act of terrorism, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery (other than caused by a failure properly to maintain), fire, explosion, flood, storm, pandemic or epidemic;

**Freedom of Information,
FOIA**

means the Freedom of Information Act 2000;

Intellectual Property

means all intellectual and industrial property of any kind whatsoever including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisionals, reissues, re-examinations and substitutions;

Progress

means progression by a student of the Institution from a Course to the first year of the relevant University Programme, and "Progresses" and "Progression" shall be construed accordingly;

University Programme

means the programme(s) at the University to which a student of the Institution may Progress from a relevant Course, as listed in Schedule 1.

- 1.2 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 and any subordinate legislation made under the relevant statute or statutory provision (as so modified, replaced, re-enacted or consolidated) in force prior to execution of this Agreement.
- 1.3 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).
- 1.4 References to any governmental, regulatory or other similar body shall be interpreted as including a reference to any successor organisation.

- 1.5 References to the masculine, feminine or neuter gender respectively include the other genders and references to the singular includes the plural (and vice versa).
- 1.6 References to clauses and Schedules are to clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such references appear.
- 1.7 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.
- 1.8 The headings in this Agreement will not affect its interpretation
- 1.9 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. APPROVAL

- 2.1 This Agreement is conditional upon and shall not commence unless and until:
 - 2.1.1 The University has notified the Institution in writing that the University has approved the Institution and the Course(s) in accordance with its procedures for approval set out in the University's Code of Practice for Managing Higher Education with Others;
 - 2.1.2 The University has notified the Institution in writing that the Institution has satisfied any conditions imposed by the University as part of that process;
 - 2.1.3 The Institution has provided written confirmation, which is satisfactory to the University, that it has obtained all necessary or advisable governmental, regulatory or other approvals or consents relevant to this Agreement.

3. PROGRESSION

- 3.1 The University has reviewed the content and standards of each Course and agrees that students who have successfully completed a Course shall, subject to the terms of this Agreement, be eligible to apply to Progress to the first year of the relevant University Programme as set out in Schedule 1.
- 3.2 At any time during the term of this Agreement the Parties may agree that new Progression routes should be added to this Agreement, or that existing Progression routes should be discontinued, and if so agreed by the Parties Schedule 1 will be amended and restated to incorporate such changes from a date to be agreed by the Parties.
- 3.3 The University will advise the Institution if it wishes to make any changes to the academic achievement requirements to be met by students seeking to Progress, in which case Schedule 1 will be amended and restated to incorporate such changes from a date to be agreed by the Parties.
- 3.4 The University shall retain full discretion and responsibility for determining the entry criteria and the acceptability of the entry qualifications of all applicants who seek to Progress to a University Programme.
- 3.5 Progression shall take place within two years of the date of the student's completion of the relevant Course. Beyond the two-year period the University shall need to ascertain

whether (and if so, what), additional coursework will be required by the student to enable him/her to Progress.

3.6 In order to Progress (and Progression is conditional upon the University's satisfaction that students qualify), the Institution's students must meet the following entry requirements:

3.6.1 minimum level of academic achievement as set out in Schedule 1;

3.6.2 minimum English language requirements as set out on the University's website at the time of Progression.

3.7 The University may carry out interviews of potential students as appropriate to assess their suitability. The University's decision as to a student's suitability for Progression is final.

3.8 The Institution shall advise its students that application forms must be submitted to the University by students seeking to apply for Progression by the date notified to the Institution by the University. Students will normally apply before they have met the academic requirements for Progression in which case the University will (at its discretion) make conditional offers to eligible applicants.

3.9 The University may impose a limit on the number of students who Progress from the Institution in any academic year. The University will advise the Institution by 30 June in any year (or by such other date as may be agreed between the Parties) if it wishes to set a maximum intake figure for the Progression of Students in September of the following and succeeding years.

4. CHANGES TO COURSES/UNIVERSITY PROGRAMMES

4.1 This Agreement is based on the current curriculum for each Course. Any changes made by the Institution to any Course shall be notified to the University as soon as practicable. Any breach of this clause 4.1 is a material breach for the purposes of clause 9.3.1.

4.2 This Agreement is based on the University Programmes as currently offered by the University. The University retains full discretion over the offering and content of the University Programmes. The University will inform the Institution about any changes to any University Programme which may affect the Progression of the Institution's students.

4.3 In the event of any change to a Course or to a University Programme which, in the reasonable opinion of the University means that students of the Institution are no longer eligible to Progress, the University may terminate this Agreement on written notice to the Institution.

5. PROVISION OF INFORMATION

5.1 Each of the Parties shall appoint a representative for the purposes of this Agreement. The University representative will maintain an advisory and monitoring role with the Institution to ensure continuing compatibility between the Course(s) and the relevant University Programme(s), including visiting the Institution's campus to review the delivery of the Course(s) and to attend Course meetings as required.

5.2 The Institution's representative shall provide the University's representative with accurate details of the level of achievement on the relevant Course attained by each student applying for Progression.

6. PROMOTIONAL ACTIVITY

6.1 The Institution shall be responsible at its own expense for the promotion and publicity of the opportunities for the Institution's students to Progress to a University Programme. The Parties will jointly develop a marketing plan to promote the Progression opportunities available to students under this Agreement.

6.2 Any materials the Institution may wish to use for advertising and marketing purposes which refer to the University in any way must be approved by the University before they are used to ensure that they are consistent with the University's brand guidelines as notified to the Institution from time to time. The Institution shall ensure that all advertising and marketing materials relating to each University Programme and/or to the Parties are clear, truthful and not misleading.

6.3 Each Party hereby grants the other a non-exclusive, non-transferable royalty-free licence to use its name and logo solely for the promotion and marketing of the opportunities available to students as a result of this Agreement.

6.4 Each Party agrees that it shall not engage in any conduct whatsoever that may damage the other's brand, goodwill and/or reputation.

7. VISA REQUIREMENTS

7.1 The University shall issue visa confirmation letters to students who are accepted for Progression in accordance with its normal procedures.

7.2 The Institution shall advise students seeking to Progress that they are solely responsible for ensuring that they are able to comply with the requirements of UK immigration law applicable to students seeking to study in the UK. The University accepts no liability to the Institution or to any student who is unable to Progress due to a failure to obtain the necessary visa.

8. FINANCIAL

8.1 The financial arrangements that apply to this Agreement are set out in Schedule 2.

8.2 Schedule 2 may be reviewed by the Parties from time to time and may be amended and restated to incorporate any changes to the financial arrangements from a date to be agreed by the Parties.

8.3 Any payments made under this Agreement shall be made in pounds sterling and the Institution shall be responsible for any related bank, currency conversion and other charges or expenses.

8.4 Except as expressly provided in this Agreement, each Party will pay its own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Agreement.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the date it is signed by both Parties, and shall continue for a period of five years from that date unless terminated before that time in accordance with the terms of this Agreement. The Parties may at any time by agreement in writing extend the duration of this Agreement.

- 9.2 Either Party may terminate this Agreement by giving the other Party 12 months' written notice to expire on 30 June of any year.
- 9.3 Either Party may by notice to the other terminate this Agreement forthwith if the other:
- 9.3.1 is in material breach (which may consist of a series of minor breaches) of any of the terms of this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of service of a notice from the Party not in breach, specifying the breach and requiring it to be remedied;
- 9.3.2 has a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, has passed a resolution for, or an order is made for, its winding-up, or an equivalent of any of the above occurs in the jurisdiction to which that Party is subject;
- 9.3.3 is subject to a change of control whereby a person who does not exercise control over it at the date of this Agreement acquires such control.
- 9.3.4 If a Party has the right to terminate this Agreement in accordance with clause 9.3, it may elect to terminate this Agreement at the end of the then current academic year (rather than with immediate effect) so as to minimise disruption to students.
- 9.4 If notice to terminate this Agreement has been given under clause 9.2, the Institution shall cease to market the Course(s) as leading to Progression to the University and shall cease to admit students to the Course(s) on the basis that they will be able to Progress.

10. CONSEQUENCES OF TERMINATION

- 10.1 Upon termination of this Agreement whether by expiry, breach or otherwise:
- 10.1.1 The University will not accept any further applications from students of the Institution for Progression onto a University Programme, other than from students who were enrolled on a Course prior to the date notice of termination was given;
- 10.1.2 applications for Progression from students of the Institution which have already been received by the University before termination will be considered in accordance with this Agreement;
- 10.1.3 any students of the Institution whose applications for Progression have already been accepted by the University will Progress to the relevant University Programme (provided they comply with the time limit in clause 3.2);
- 10.1.4 the Parties will co-operate to ensure that any student who has Progressed or who has been accepted for Progression is able to complete the relevant University Programme;
- 10.1.5 the Institution shall withdraw and cease to use, display and distribute material which bears the name, logo or other intellectual property of the University, or which suggests an association between the Institution and the University;
- 10.1.6 the Institution shall ensure that all documents and/or records in its possession, custody or control which relate to personal information of the University's employees or students are delivered up to the University or securely and irretrievably destroyed, as determined by the University;

10.1.7 unless otherwise agreed in writing, the Institution shall return at its expense any documents, records and other materials belonging to the University;

10.1.8 the relationship of the parties shall cease, save that the clauses of this Agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.

10.2 Termination or expiry of this Agreement shall not affect any rights and liabilities existing at termination.

11. INFORMATION DISCLOSURE AND ENVIRONMENTAL INFORMATION

11.1 The Institution acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the University, where requested to do so, to enable the University to comply with these information disclosure requirements.

11.2 Where a request for information submitted to the University concerns information held by the Institution on behalf of the University, the Institution shall provide the University with a copy of all the information requested in its possession or power in the form that the University requires within five working days of the University requesting the information (or such other period as the University may specify).

11.3 The University shall be responsible for determining in its absolute discretion whether information held by it which relates to the Institution:

11.3.1 is exempt from disclosure; and/or

11.3.2 is to be disclosed in response to a request for information.

12. DATA PROTECTION

12.1 Each Party shall comply with the requirements of the UK General Data Protection Regulation, the Data Protection Act 2018 and the terms set out within Schedule 3.

13. CONFIDENTIALITY

13.1 Subject to clause 11 above each of the Parties agrees to keep strictly confidential all Confidential Information relating to the other Party that it has obtained during the course of negotiating this Agreement or that it may obtain during the term of this Agreement.

13.2 Each of the Parties hereby agrees:

13.2.1 not to use such Confidential Information save as agreed in writing with the disclosing Party or otherwise permitted by, or contemplated in the proper performance of, this Agreement;

13.2.2 to procure that all persons or entities (including employees or agents) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this clause 13;

- 13.2.3 not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party.
- 13.3 The provisions of this clause 13 shall cease to apply to:
- 13.3.1 information that has come into the public domain other than by breach of this clause or any other duty of confidence;
- 13.3.2 information that is obtained from a third party without breach of this clause or any other duty of confidence.
- 13.4 Each Party may disclose Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by statute and/or by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the disclosing Party shall, if and to the extent permitted by applicable law, notify the Party who owns the Confidential Information of such requirement as soon as reasonably practicable, and shall disclose such Confidential Information only to the extent necessary to comply with such obligation.
14. **INTELLECTUAL PROPERTY**
- 14.1 All Intellectual Property rights in any teaching materials, designs, assessments, templates, documents, programme materials and programme resources, including programme materials independently or solely provided, owned or created by either Party shall remain the property of that Party (or its licensors) including any modification, alteration or improvement to programme materials provided, owned or created by either Party, which shall remain the property of that Party (or its licensors).
- 14.2 Each Party shall notify the other immediately if it becomes aware of any unauthorised use of any of the other Party's Intellectual Property. Each Party shall, at the request and expense of the other Party, do all such things as may reasonably be required to assist the other Party in taking or resisting any proceedings, infringement or claim in relation to any such unauthorised use.
15. **PREVENT**
- 15.1 The Institution acknowledges that the University is subject to the Counter Terrorism and Security Act 2015 (the "Prevent Duty") which requires it to act to deal with the present and growing threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.
- 15.2 Where the University has any concerns about a student who has applied to Progress or who has Progressed to a University Programme, or becomes aware of any other matters which may require it to take action in accordance with the Prevent Duty, it may notify the Institution, and the Institution shall at the request of the University provide the University with a copy of all relevant information which is available to it in the form the University requires and shall provide all necessary assistance requested by the University to report and/or take such action.
- 15.3 The University shall be responsible for determining in its absolute discretion what action it needs to take and the Institution acknowledges that the University may be obliged under

the Prevent Duty to disclose such information following consultation with the Institution and having taken its views into account.

16. ANTI-SLAVERY

16.1 In performing its obligations under this Agreement, the Institution shall:

16.1.1 comply with the University's anti-slavery policy, as notified to it from time to time by the University and shall have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance with anti-slavery legislation; and

16.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

16.2 The Institution represents and warrants that neither the Institution nor any of its officers, employees or other persons associated with it:

16.2.1 has been convicted of any offence involving slavery and human trafficking; and

16.2.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16.3 The Institution shall implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains.

16.4 The Institution shall prepare and deliver to the University, by 31 December in each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

17. BRIBERY AND MONEY LAUNDERING PREVENTION MEASURES

17.1 The Institution warrants and undertakes to the University that it will:

17.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery, anti-corruption and money laundering, including but not limited to the Bribery Act 2010, as notified to it from time to time by the University ("Relevant Requirements");

17.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

17.1.3 comply with the University's anti-bribery and money laundering policies and procedures as updated from time to time, as notified to it by the University ("Relevant Policies");

17.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures as defined by the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 17.1.2, and will enforce them where appropriate.

18. WARRANTIES

18.1 Each Party represents and warrants to the other Party that:

18.1.1 it has the full legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and

18.1.2 it is not at the date of this Agreement a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hinders it from the performance of any material obligation under the terms of this Agreement.

18.2 All conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

19. REGULATORY REQUIREMENTS

19.1 The Institution shall ensure that it complies with all local legislation and/or other regulatory requirements relevant to this Agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this Agreement was entered into or from a later date) are secured and maintained for the duration of this Agreement.

19.2 The Institution shall promptly notify the University if there is any relevant change in local legislation or other regulatory requirements relevant to this Agreement.

19.3 The Parties will comply with any requirements or guidance relevant to this Agreement issued by the UK Office for Students, the UK Quality Assurance Agency or any other relevant regulatory body.

19.4 The Institution shall co-operate with any audit or monitoring visit carried out by any relevant regulatory body and shall provide such body and/or the University with any information which is reasonably requested in connection with such audit or monitoring visit.

20. INDEMNITY AND INSURANCE

20.1 The Institution shall indemnify the University and keep it indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence), default, breach of any applicable law or contract, to the extent that any such loss or claim is due to the breach of contract, negligence, default or fraud of the Institution or of its employees, agents or subcontractors, save to the extent that the same is directly caused by or directly arises from the negligence or breach of this Agreement by the University.

20.2 The Institution shall at the request of the University and at its own expense afford to the University all reasonable assistance for the purpose of contesting any claim or demand made or action brought by a third party against the University in connection with or arising out of this Agreement.

20.3 The Institution agrees to maintain appropriate insurance to cover its liabilities under this Agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the University.

21. LIMITATION OF LIABILITY

21.1 The University shall not be liable to the Institution, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss or damage suffered by the Institution which falls within any of the following categories:

21.1.1 special damage (even if the Institution was aware of the circumstances in which such special damage could arise);

21.1.2 loss of profits;

21.1.3 loss of anticipated savings;

21.1.4 loss of business opportunity;

21.1.5 loss of goodwill.

21.2 The University's total liability to the Institution, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the total amount of tuition fees received from students who have Progressed to the University.

21.3 Nothing in this clause 21 shall limit or exclude the University's liability for:

21.3.1 death or personal injury caused by the negligence of the University, its officers, employees, contractors or agents;

21.3.2 fraud or fraudulent misrepresentation;

21.3.3 breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982;

21.3.4 any other liability which may not be excluded by law.

22. FORCE MAJEURE

22.1 If either Party is affected by a Force Majeure event it shall immediately notify the other Party of the nature and extent of the Force Majeure event.

22.2 Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party as a result of any delay in performance or non-performance of any of its obligations provided that such delay or non-performance is due to Force Majeure of which it has notified the other Party.

22.3 If the Force Majeure continues, the Parties shall discuss ways to alleviate its effects or agree upon alternative arrangements as may be fair and reasonable.

22.4 In the event that the Parties mutually agree that this Agreement is to be terminated by reason of such Force Majeure, the Parties shall take such steps as required to bring the Agreement to an end in a timely, cost effective and orderly manner.

23. NOTICES

23.1 Every notice given or required to be given under this Agreement (a "Notice") shall be in writing and sent for the attention of the person, and to the physical address, or email

address, specified in this clause (or such other address, or person as the Party may notify to the other) and shall be:

- 23.1.1 delivered personally; or
 - 23.1.2 sent by email; or
 - 23.1.3 sent by pre-paid first-class post, recorded delivery or registered post or (if the notice is to be served by post outside the country from which it is sent) registered airmail.
- 23.2 The addresses for service of Notices are:
- 23.2.1 The University:
 - The Registrar and Secretary
 - University of Leicester
 - University Road
 - Leicester LE1 7RH
 - Email: registrar@leicester.ac.uk
 - CC: academicpartnerships@le.ac.uk
 - 23.2.2 The Institution:
 - The Vice-Chancellor
 - CHANAKYA NATIONAL LAW UNIVERSITY, PATNA**
 - Nyaya Nagar, Mithapur Farm Area, Mithapur,
 - Patna, Bihar 800001,
 - India
 - Email: vc@cnlu.ac.in
 - Cc: registrar@cnlu.ac.in
- 23.3 Subject to clause 23.4, a Notice is deemed to have been received:
- 23.3.1 if delivered personally, at the time of delivery; or
 - 23.3.2 in the case of email, within 2 hours of the time of transmission, subject to any evidenced technological issue; or
 - 23.3.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
 - 23.3.4 in the case of registered airmail, five days from the date of posting.
- 23.4 If deemed receipt under clause 23.3 is not within business hours (meaning 9.00 a.m. to 5.30 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt),

that Notice shall be deemed to be received when business next starts in the place of receipt.

- 23.5 In proving service of a Notice it shall be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted (either by prepaid first class recorded delivery post or by prepaid airmail, as the case may be.

24. DISPUTES, LAW AND JURISDICTION

- 24.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally it shall be referred to the Vice-Chancellor of the University and the

- 24.2 Vice-Chancellor of the Institution.

- 24.3 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 24.4 Subject to clause 24.5, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) and the Parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

- 24.5 If the Institution has no assets within the jurisdiction of the English courts and is established in a country which will not enforce the judgment of the English courts, then any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language of the proceedings shall be English.

25. ENTIRE AGREEMENT

- 25.1 This Agreement contains all the terms which the Parties have agreed in relation to its subject matter, and supersedes all prior written or oral agreements, representations or understandings between the Parties (including any heads of terms) relating to that subject matter. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person other than those expressly set out in this Agreement. To the extent any previous representation, warranty, collateral contract or assurance was made to a Party, that Party waives all rights and remedies in respect of it and agrees that the only remedy available to it for breach of the said representation, warranty, collateral contract or assurance shall be for breach of contract under the terms of this Agreement.

26. ASSIGNMENT

- 26.1 Neither Party may, without the prior written consent of the other Party, assign the benefit, or delegate the burden of this Agreement or otherwise sub-contract, transfer, charge or

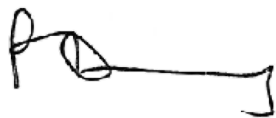
deal in any other manner with this Agreement or any of its rights and obligations under it, or purport to do any of the same.

- 26.2 This Agreement is binding on and will apply for the benefit of the Parties' successors in title and permitted assignees.

27. **GENERAL**

- 27.1 Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the Parties, or to authorise a Party to act as agent for the other, and no Party will have authority to act in the name or on behalf of or otherwise to bind the other(s) in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 27.2 No variation or waiver of any of the terms of this Agreement shall be binding unless set out in writing, expressed to amend this Agreement and signed by the Parties or their duly authorised representatives.
- 27.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law will not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 27.4 The express rights and remedies provided in this Agreement do not exclude any other rights or remedies provided by law, except to the extent that the rights and remedies of a Party are expressly excluded or restricted by the terms of this Agreement.
- 27.5 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 27.6 This Agreement does not create any right enforceable by any person who is not a Party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that a person who is the permitted successor to or assignee of the rights of a Party is deemed to be a Party to this Agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.
- 27.7 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.
- 27.8 If this Agreement exists in English and the language of the country of the Institution, two copies of each version shall be executed. In the event of any inconsistency between the two versions, the version in English shall prevail and shall be used in determining any dispute.

SIGNED on behalf of the University of
Leicester:



POSITION: Director, Future Students Office

DATE: 29/05/2025

SIGNED on behalf of Chanakya National
Law University:



Prof. (Dr.) Faizan Mustafa

POSITION: Vice-Chancellor,

Chanakya National Law University, Patna.

DATE: 22nd May, 2025

Schedule 1

The Progression routes covered by this Agreement are as follows:

Course (Institution)	Academic achievement required for Progression	Relevant University Programme(s)	English Language Requirement
B.A., LL.B. (Hons.) & B.B.A., LL.B. (Hons.) (both 5 years)	<i>Completion of the 5-year programme with a minimum GPA Score of 6.0 (equivalent to 55%)</i>	LLM (1-Year)	<i>IELTS 6.5 or equivalent, with 6.0 in writing and nothing less than 5.5, is required</i>

Schedule 2

1. This Schedule sets out the financial arrangements which apply to this Agreement, in accordance with clause 8.
2. The tuition fee payable to the University will be the published international tuition fee for the relevant University Programme applicable at the time the student Progresses to that University Programme. University tuition fees are revised on an annual basis.
3. The University and the Institution may agree on a scholarship* for students who successfully Progress, the value of which will agreed between the Parties and will be deducted from the relevant published international tuition fee applicable at the time of Progression. Any such agreement shall be reviewed on an annual basis.
4. Students who Progress to the University are responsible for paying the full tuition fees for any preparatory English language course they undertake, together with the full costs of their accommodation and living expenses.
5. When a student Progresses onto a University Programme from one of the Institution's Programmes outlined in Schedule 1, the University will pay to the Institution 10% of the net tuition fee payable by that student for the first year of study on the University Programme. Payment will only be made once full payment of the tuition fee has been received from the student, and on receipt of an invoice from the Institution.
6. The University will not pay any fees to agents or intermediaries who may assist a student with an application to the University or any part of the admission process, including accommodation booking.

*For 2025-26 the following Scholarships will apply;

Course (Institution)	Academic achievement required for Scholarship	Relevant University Programme(s)
B.A., LL.B. (Hons.) & B.B.A., LL.B. (Hons.) (both 5 years)	GPA 7.0 or above (Equivalent to 65%+) £5,000 International Merit- Scholarship	LLM (1-Year)
	GPA 6.9 or below (Equivalent to 64.9% or below) £3,000 Chancellor's International Scholarship	

Please note that the above Scholarships are indicative for the 2025-26 Academic Year and are subject to change annually.

Schedule 3

General Compliance GDPR Clauses

"Controller", "Data Subject", "Personal Data Breach", "Processor" and "Processing" shall have the meaning given to those terms in the DPA and UK GDPR;

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("**UK GDPR**"), the Data Protection Act 2018 ("**DPA 2018**") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended ("**PECR**"), and the guidance and codes of practice issued by the Information Commissioner or ICO or other relevant regulatory authority from time to time and applicable to a Party;

"Data Subject Request" means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data 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;

"ICO" means the UK Information Commissioner's Office, or any successor or replacement body from time to time; and includes any other relevant regulator or regulatory body;

"ICO Correspondence" means any correspondence or communication (whether written or verbal) from the ICO and/or correspondence from any other relevant regulator or regulatory body in relation to the Processing of Personal Data;

"IDTA" shall mean the template IDTA A1.0 issued by the UK Information Commissioner and laid before the United Kingdom Parliament in accordance with section 119A(1) Data Protection Act 2018 on 2 February 2022 for the transfer of Personal Data from the UK to parties established in third countries not recognised as offering an adequate level of protection for Personal Data by the UK government (as such template is amended and updated from time to time) a copy of which is appended at Appendix 2.

"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 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;

"Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by the Institution in connection with the Agreement, and for the purposes of the Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (Data

Processing Particulars) and "Sensitive Personal Data" means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR);

"**Restricted Country**" means a country, territory or jurisdiction outside of the United Kingdom which the Information Commissioner and/or ICO has not deemed to provide adequate protection in accordance with section 17A of the DPA 2018 (as applicable);

"**Security Requirements**" means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA 2018 and/ or the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;

"**Third Party Request**" means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

1. Data Protection

1.1 Each Party: -

(a) will comply with all applicable requirements of the Data Protection Laws or where such legislation does not apply to the Institution, the relevant data protection laws applicable in the Institution's home country; and

(b) undertakes to provide all necessary notices to, obtain any necessary consents from, and establish lawful bases and exceptions in relation to, Data Subjects to enable it to disclose the Personal Data to the other Party for it to Process, in accordance with Data Protection Laws where applicable, for the purposes of this Agreement and any executed IDTA.

1.2 This Schedule 3 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Laws.

1.3 Each Party agrees that the nature of the Processing under this Agreement will be as follows:

(a) the Parties shall each Process the Personal Data;

(b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:

i. Each Party shall be a Controller where it is Processing Personal Data in relation to this Agreement

(c) Notwithstanding Paragraph 1.3(b), if any Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall 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 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

- 1.4 Each of the Parties acknowledges and agrees that Appendix 1 below (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.
- 1.5 Without limiting the generality of paragraph 1.4, each Party shall:
- (a) where required to do so make due notification to the ICO;
 - (b) ensure it is not subject to any prohibition or restriction which would:
 - i. prevent or restrict it from disclosing or transferring the Personal Data to the other Party or Parties as required under this Agreement;
 - ii. prevent or restrict it from granting the other Party or Parties access to the Personal Data as required under this Agreement; or
 - iii. prevent or restrict any Party from Processing the Personal Data, as envisaged under this Agreement;
 - (c) 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 Personal 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.
 - (d) ensure that appropriate technical and organisational security measures are in place sufficient to:
 - i. protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
 - ii. comply with at least the obligations imposed on the Controller by the Security Requirements; and
 - iii. comply with any additional obligations set out in Appendix 1 below relating to information sharing arrangements/technical security requirements if applicable and required;
 - iv. and where requested provide to the other Party or Parties evidence of its compliance with such requirements;
 - (e) notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the

other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this paragraph (e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;

- (f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (g) notify the other Party in writing without undue delay and, in any event, within forty-eight (48) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith), implement any measures necessary to restore the security of compromised Personal Data;
- (h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (i) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (j) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- (k) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party or Parties in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party or Parties of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation), and each Party shall remain fully liable for all acts, omissions, negligence and/or fraud of any third-party processor appointed by that Party pursuant to this Schedule; and
- (l) upon termination of this Agreement, and/or upon the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within a reasonable time period and, where requested by the other Party certify that such destruction has taken place (subject always to any exemption from destruction or deletion or requirement to retain or store Personal Data under the Data Protection Laws).
- (m) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 3.

1.6 In relation to the Institution only and in addition to the obligations and provisions set out in this Agreement: -

- a. the Institution shall not receive, obtain or otherwise Process any Personal Data except as expressly specified (in terms of the scope of Personal Data, the means of Processing, the purposes of Processing, the retention periods and other particulars) in this Agreement or an executed IDTA; and
 - b. except with the prior written approval of the University, the Institution shall not Process the Personal Data except to the extent necessary for the purpose of fulfilling its obligations to the University in accordance with this Agreement or an executed IDTA.
- 1.7 As the Institution is established outside of the United Kingdom and the European Union, in respect of any Personal Data, the Institution shall on the date of this Agreement enter into with the University and comply with (and procure that any relevant third parties shall enter into with the University and comply with) in accordance with Data Protection Laws the IDTA, provided that the Institution agrees that if, during the continuance of this Agreement, the UK Information Commissioner's Office (or any successor to the foregoing with jurisdiction in England) prescribes any replacement for the IDTA, the Institution shall at the University's request (and by such date as the University may specify) enter into with the University and comply with (and procure that any relevant third parties shall enter into with the University and comply with) in accordance with Data Protection Laws a contractual agreement based on the terms and conditions of the replacement IDTA. For the avoidance of doubt, the executed IDTA shall be incorporated into, and form part of, this Agreement.
- 1.8 The Institution shall comply with, and not (by act or omission) put the University in breach of or failure to observe or comply with (or suffer or permit any other person so to do by act or omission) any applicable laws and regulations relating to data protection and privacy in the Institution's home country (including in relation to the international transfer of any Personal Data from the Institution's home country to the University in the United Kingdom), and shall assist the University to ensure the University observes and complies with such laws and the Data Protection Laws, and shall not (by act or omission) place or suffer any third party to place the University in the position of failing to or being unable readily to observe and comply with Data Protection Laws or in the position of incurring any cost, expense, penalty, claim or other liability under or in connection with Data Protection Laws. In the case of conflict between such laws in the Institution's home country and the Data Protection Laws (or conflict between such laws in the Institution's home country and any of this clause 1.8), the Data Protection Laws shall prevail.

2. Indemnity

- 2.1 Each Party shall indemnify on demand and keep indemnified the other Party or Parties 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 3 and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:
- i. any monetary penalties or fines levied by the ICO on the other Party
 - ii. costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO;
 - iii. 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 a Data Subject) subject to:

- a. the party to be indemnified (the "indemnified party") promptly notifying the other party (the "indemnifying party") of a claim;
- b. the indemnifying party having sole control of the defence and settlement of any such claim; and
- c. the indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim.

2.2 Nothing in this Agreement shall exclude or limit a Party's liability under this paragraph or schedule, unless agreed and recorded in writing by the Parties. Notwithstanding the above, University's total aggregate liability shall at all times be limited to ten thousand pounds Great British Pound sterling.

3. The Parties may, at any time on not less than 30 days' notice, revise this Schedule 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme and which shall apply when replaced by attachment to this Schedule.

Appendix 1

Data Processing particulars

The subject matter of the Processing	Application and personal information relating to students and currently enrolled students who have progressed to University via the Institution
The duration of the Processing	For the duration of the Agreement or up until 3 years from the point at which the student has graduated from University
The nature (scope) and purpose of the Processing	The identification and linking of students who have progressed to and enrolled at University via the Institution for commission and monitoring
The type of Personal Data being Processed	Personal data might include; name, date of birth, address, gender, University ID number, programme applied to, educational qualifications, passport or identification information and information relating to disability
The categories of Data Subjects	Students who have applied to progress to a University Course via the Institution
Have certain Permitted Recipients (e.g. subprocessors) of the Personal Data been agreed by both Parties?	Email providers and SITS e:Vision (Agent Gateway)

Appendix 2



Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

International Data Transfer Agreement

VERSION A1.0, in force 21 March 2022

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date	<i>As per the dates set out in the Non-exclusive Partner Agreement</i>	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Full legal name: University of Leicester Trading name (if different): N/A Main address (if a company registered address): University Road, Leicester, LE1 7RH	Full legal name: Chanakya National Law University, Patna Trading name (if different): N/A Main address (if a company registered address):

	Official registration number (if any) (company number or similar identifier): RC000659	Nyaya Nagar, Mithapur Farm Area, Mithapur, Patna, Bihar 800001, India Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): N/A Job Title: Data Protection Officer Contact details including email: University of Leicester Information Assurance Services ias@leicester.ac.uk	Full Name (optional): Job Title: Registrar Contact details including email: registrar@cnlu.ac.in
Importer Data Subject Contact		Job Title: Contact details including email:
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the Exporter set out above Signed:  Date of signature:  Full name:  Job title: 	Signed for and on behalf of the Importer set out above Signed:  Date of signature:  Full name:  Job title: 

Table 2: Transfer Details

UK country's law that governs the IDTA:	☒ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☒ England and Wales ☐ Northern Ireland ☐ Scotland

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The status of the Exporter In relation to the Processing of the Transferred Data:

☒ Exporter is a Controller

☐ Exporter is a Processor or Sub-Processor

.....

The status of the Importer In relation to the Processing of the Transferred Data:

☒ Importer is a Controller

☐ Importer is the Exporter's Processor or Sub-Processor

☐ Importer is **not** the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)

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Whether UK GDPR applies to the Importer

☒ UK GDPR applies to the Importer's Processing of the Transferred Data

☐ UK GDPR does not apply to the Importer's Processing of the Transferred Data

.....

Linked Agreement

If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:

Name of agreement: N/A

Date of agreement: N/A

Parties to the agreement: N/A

Reference (if any): N/A

Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:

Name of agreement: Progression Agreement

Date of agreement:

Parties to the agreement: University of Leicester and Chanakya National Law University

Reference (if any):

If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:

Name of agreement: N/A

.....

	Date of agreement: N/A Parties to the agreement: N/A Reference (if any): N/A
Term	The Importer may Process the Transferred Data for the following time period: ☒ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☒ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☐ the Parties can end the IDTA before the end of the Term by serving: months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: ☐ Importer ☒ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☐ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). ☒ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ☒ if the Exporter tells it in writing that it may do so. ☐ to: ☐ to the authorised receivers (or the categories of authorised receivers) set out in: ☐ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data

First review date:

The Parties must review the Security Requirements at least once:

- ☐ each month(s)
- ☐ each quarter
- ☐ each 6 months
- ☒ each year
- ☐ each year(s)
- ☒ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: ☐ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☒ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☐ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☒ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☐ none of the above ☐ set out in: And: ☐ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.

		☒ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Subjects	Data	The Data Subjects of the Transferred Data are: ☐ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. ☒ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Purpose		☒ The Importer may Process the Transferred Data for the following purposes: 1. registration of the Leicester students with the partner organisation as set-out in the split-site agreement 2. Adjustments to working arrangements for the students 3. Matters relating to Leicester students progress and research degree progression 4. Reporting of anonymised recruitment levels, timely submissions, and similar progression. ☐ The Importer may Process the Transferred Data for the purposes set out in: In both cases, any other purposes which are compatible with the purposes set out above. ☐ The purposes will update automatically if the information is updated in the Linked Agreement referred to. ☒ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Table 4: Security Requirements

Security of Transmission	1. Any Personal Data transferred from the Exporter to the Importer will be encrypted in transit and at rest. 1. If the Personal Data is stored or processed on any removable media or device that could be subject to loss or theft (including laptops and desktops), it must be full disk encrypted to AES (Advance Encryption Standard) 256-bit standard. 2. During transport from the Exporter to the Importer or vice versa, the Personal Data will be and must be encrypted using the TLS (Transport Layer Security) version 1.2 protocol, at a minimum.
Security of Storage	The Importer will: - 1. Ensure that all of its and its employees', staff's, workers' and contractors' devices and applications that store, process or provide access to the

Personal Data are licensed, supported and receive regular security updates from the Importer, with critical and high vulnerabilities patched within a maximum of 14 days.

2. Ensure that all of its and its employees', staff's, workers' and contractors' access to the Personal Data is role-based; on the principle of least privilege; and via user accounts assigned to individuals (no generic or shared accounts).
3. Ensure that all of its and its employees', staff's, workers' and contractors' devices that store or provide access to the Personal Data must have up-to-date anti-malware protection.
4. Ensure that backups are encrypted; taken at least nightly; stored in a secure location physically separate from the primary Personal Data; and tested regularly.

All devices that store or provide access to the Personal Data must be configured securely. They must be:

1. proactively managed;
2. have device-locking enabled;
1. use a credential such as biometric, password (at least 12 characters);
2. use technical controls to manage the quality of credentials;
3. protect authentication against brute-force attacks e.g. throttling or account locking after a maximum of 10 failed attempts;
4. require Multi-Factor Authentication where possible (mandatory for privileged access);
5. have default accounts removed/replaced or disabled;
6. have unused software and apps removed.

Security of Processing The Importer will: -

1. Ensure that all its and its employees', staff's, workers' and contractors' devices and applications that store, process or provide access to the Personal Data are licensed, supported and receive regular security updates from the Importer, with critical and high vulnerabilities patched within a maximum of 14 days.
2. Ensure that all its and its employees' staff's, workers' and contractors' access to the Personal Data is role-based; on the principle of least privilege; and via user accounts assigned to individuals (no generic or shared accounts).
3. Ensure that all of its and its employees', staff's, workers' and contractors' devices that store or provide access to the Personal Data must have up-to-date anti-malware protection.

**Organisational
security measures**

The Parties will ensure that their employees, staff and workers undertake mandatory training on a yearly basis in relation to the handling of personal data as well as training on how to ensure the safety and security of data that they handle.

Technical security minimum requirements	1. Appropriately-configured physical, virtual and/or software firewalls at internet boundaries, which allow only required access and protocols. Any firewall rules for inbound connections must be approved by the Exporter and documented, and any unnecessary firewall rules should be removed when not needed. 1. Backups must be encrypted; taken at least nightly; stored in a secure location physically separate from the primary data; and tested regularly.
Updates to the Security Requirements	☐ The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. ☒ The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Part 2: Extra Protection Clauses

Extra Protection Clauses:	N/A
(i) Extra technical security protections	N/A
(ii) Extra organisational protections	N/A
(iii) Extra contractual protections	N/A

Part 3: Commercial Clauses

Commercial Clauses	N/A
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Alternative Part 4 Mandatory Clauses:

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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