

**GENERAL TERMS AND CONDITIONS  
LEARNING MANAGER AGREEMENT**

STRICTLY PRIVATE AND CONFIDENTIAL



# **Ukrainian Campus Learning Manager Agreement**

Lutsk National Technical University  
and  
**FutureLearn Limited**

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**CONTRACT SUMMARY**

**Date ("Effective Date"):** 13/3/2023

**Customer:** Luts'k National Technical University

**Customer's address:** 75 Lviv's'ka, Luts'k, Ukraine 43018

**Customer's representative:** Name: Nadiia Kovalchuk  
Title: First Vice Rector  
Email: PnP@Tntu.edu.ua

**FutureLearn:** **FUTURELEARN LIMITED**

**FutureLearn 's address:** 30 Holborn, Buchanan House, London, England, EC1N 2HS, United Kingdom

**FutureLearn 's VAT number:** GB 322 9894 74

**FutureLearn 's representative:** Name: David Thair  
Email: David.thair@futurelearn.com

**Term:** 1 year

**Expiry Date:** 1 year from the Effective Date

**Fees:** Waived

**Invoicing details of Customer:** Name:  
Email:  
Telephone:  
Address:

**Customer VAT number**

1. This contract is made up of the following documents and in the event of any conflict or ambiguity, the following order of precedence shall apply: (i) the General Terms and Conditions (ii) the Contract Summary and (iii) the Schedules and Annexes (the "**Agreement**")
2. The Contract Summary is subject to FutureLearn's General Terms and Conditions. By signing below the Customer agrees it has read and agrees to be bound by the terms of this Agreement.

**Execution**

This Agreement between the Parties has been entered into on the Effective Date.

<b>FUTURELEARN</b>		<b>CUSTOMER</b>	
<b>Signature</b>	<u>Yvonne Chien</u>	<b>Signature</b>	<u>Nadiia Kovalchuk</u>
	For and on behalf of <b>FutureLearn</b>		For and on behalf of <b>Customer</b>
<b>Name:</b>	<u>Yvonne Chien</u>	<b>Name:</b>	<u>Nadiia Kovalchuk</u>
<b>Title:</b>	<u>Chief Growth Officer</u>	<b>Title:</b>	<u>First Vice Rector</u>

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**1. DEFINITIONS AND INTERPRETATION**

In these General T&Cs the following expressions have the following meanings:

<b>Applicable Law</b>	means all law (whether criminal, civil or administrative), common law, judgment, court order, statute, statutory instrument, regulation, directive, decision, by-law, treaty, government circular, code of practice and guidance notes, or instruction or decision of any competent regulatory body in force from time to time relating to the subject matter of this Agreement.
<b>Campus Library</b>	means a collection of Courses that are available to the Customer and its Learners in accordance with the terms of this Agreement.
<b>Confidential Information</b>	subject to <b>paragraph 10</b> means: (a) any information that is directly or indirectly disclosed by or on behalf of either Party wherever located which relates (in whole or in part and whether directly or indirectly) to the existing, past or prospective business affairs or activities of either Party, including Data and any other information that is proprietary to either Party and which at the time of disclosure is identified as confidential or ought reasonably to be considered confidential given the nature of the information and/or the circumstances of disclosure, including information contained in documents, oral communications, models, specifications, software, programmes, computer disks, visual presentations, photographs, drawings, magnetic, optical or digital form and any other media; (b) the terms of the Agreement; and (c) the fact that information has been or may be disclosed by either Party to the other.
<b>Controller</b>	has the meaning given to it in DP Laws.
<b>Course</b>	means an online short course that is delivered on the FutureLearn Platform.
<b>Data</b>	means any data, including Personal Data, that is transferred to the Customer by FutureLearn under this Agreement.
<b>Data Subject</b>	has the meaning given to it in the DP Laws.
<b>DP Laws</b>	means: (i) the UK Data Protection Act 2018; and (ii) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with any implementing, supplemental or successor data protection and privacy law(s) to which either Party is subject to within its country of establishment.
<b>Enrolment Credit</b>	means a Learner's access to the Course via Learning Manager.
<b>Learner</b>	an individual who is a verified student at the Customer's institution who will enroll on the Course via the Customer.
<b>Learning Manager</b>	an online learning management and data reporting tool developed by and proprietary to FutureLearn.
<b>Loss</b>	means any liability, cost, expense, loss or damages.
<b>Personal Data</b>	means the Data as set out in Schedule 1 Annex 1.
<b>Platform</b>	means all facilities, methods, media and distribution channels created, operated, used or accessed now or in the future by FutureLearn to make Courses available to Learners, including, but not limited to, FutureLearn's proprietary software platform, algorithms and coding, the comment system, FutureLearn's websites, broadcasting in any form, and telephone or other distribution channels.

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**Processor** has the meaning given to it in the DP Laws.

- 1.1. references to the masculine, feminine or neuter gender respectively includes the other genders and references to the singular includes the plural and vice versa;
- 1.2. the headings in the Agreement will not affect its interpretation;
- 1.3. the **Contract Summary** is subject to these T&Cs and together form the contract between the parties;
- 1.4. references to: (i) paragraphs are to paragraphs of these T&Cs, (ii) a "Party" or the "Parties" (other than a "third party" or "third parties") are references to the parties to the Agreement and include the parties' permitted successors and assigns; (iii) "day(s)," "month(s)," "quarter(s)" and "year(s)" are references to calendar days, months, quarters or years, as the case may be; and (iv) "including," "include(s)" and "in particular" or any similar expression and will be deemed to be followed by the words "without limitation" and any phrase introduced by the use of such expression will be construed as illustrative so as not to limit the sense of the words preceding the expression; and
- 1.5. All amounts are stated exclusive of any taxes and duties that may be or become chargeable, and are net of withholding taxes, as applicable. Where applicable, such charges are payable by the Customer at the applicable local rate and in addition to the amounts stated. Payment by the Customer of any amounts will not be subject any set-off or to the deduction of any withholding tax.

**2. BACKGROUND**

- 2.1. FutureLearn has developed an online education Platform, which delivers online courses globally.
- 2.2. FutureLearn will offer access to the Campus Library to Learners, providing free upgraded access to the applicable Courses for the duration of the Term (the "**Ukrainian Campus Initiative**").
- 2.3. Subject to the terms of this Agreement, the Customer shall be permitted to give the Learners access to the Campus Library using Learning Manager to track and evidence their progress.

**3. SERVICES**

- 3.1. During the Term, FutureLearn will grant the Customer access to the Campus Library, and Learning Manager in accordance with the terms of this Agreement.
- 3.2. The Customer's access to and use of Learning Manager is subject to the terms of this Agreement, Applicable Law, and any reasonable instructions given by FutureLearn from time to time. FutureLearn may update any software contained in Learning Manager at any time without prior notice to the Customer.
- 3.3. On registration to a Learning Manager account, the Customer agrees to provide FutureLearn with accurate and complete information, and shall update such information from time to time in order to keep it accurate and complete. The Customer agrees to use only one user account on Learning Manager. The Customer is not permitted to share with any third party access to, or otherwise permit access to, that account.
- 3.4. Subject to this Agreement, FutureLearn grants to the Customer a limited, non-exclusive non-transferable, non sub-licensable, and revocable license to use Learning Manager for the purposes of aiding in the administration of invitations and recommendations for the Courses, and tracking the progress of Learners enrolled on the Course via Learning Manager.
- 3.5. During the use of Learning Manager, the Customer may have the ability to access and/or use content provided by third parties or links to websites and services maintained by third parties. FutureLearn does not guarantee that any such third party content will be free of malware or other viruses that may harm the Customer's devices or material that may be objectionable or inappropriate. FutureLearn disclaims any responsibility or liability related to the Customer's access or use of such third party content.
- 3.6. Using Learning Manager does not give the Customer any ownership of any Intellectual Property Rights in any third party content.
- 3.7. At any time and without prior notice to the Customer, FutureLearn may update any software, or remove features, functions or requirements contained in Learning Manager for the purpose of improving Learning Manager.
- 3.8. FutureLearn may in its absolute discretion suspend access to Learning Manager during any system or communications outages, whether due to planned maintenance or otherwise, and will notify the Customer as soon as practicable of the suspension. None of FutureLearn, its affiliates, partners, contractors, employees, or other agents will have any liability to the Customer for any such action.
- 3.9. The Customer will ensure that all Learners join the Campus Library using their university domain email address. Any enrolments not using the Campus Library will not be eligible to be part of the Ukrainian Campus Initiative and Learners may be charged additional fees for access to other Courses. The Customer agrees

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that it shall not let any learners who are not current students at the Customer's institution take part in the Ukrainian Campus Initiative.

**4. DATA AND DATA PROTECTION**

- 4.1. The Customer is permitted to download and store certain Data via Learning Manager in accordance with this paragraph 4 and Schedule 1 of this Agreement. Using Learning Manager does not give the Customer ownership of any Intellectual Property Rights in Learning Manager or any Data made available via Learning Manager.
- 4.2. Both Parties will comply with all applicable requirements of the DP Laws. This paragraph 4 and Schedule 1 are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the DP Laws.
- 4.3. Without prejudice to the generality of this paragraph 4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to and from FutureLearn and/or lawful collection of the Personal Data by FutureLearn on behalf of the Customer for the duration and purposes of this Agreement.
- 4.4. FutureLearn may terminate this Agreement immediately if the Customer breaches or if FutureLearn reasonably believes that the Customer is likely to breach this clause 4 and Schedule 1.
- 4.5. FutureLearn may, at any time on not less than thirty (30) days' written notice, revise this paragraph 4 and Schedule 1 by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

**5. FEES AND INVOICING**

- 5.1. Unless otherwise stated, the Customer will pay to FutureLearn the Fees set out in the **Contract Summary** in accordance with this paragraph.
- 5.2. FutureLearn will invoice the Customer the Fees on the Effective Date. Each invoice is payable by the Customer within fourteen (14) days of the invoice date.

**6. MARKETING AND PUBLICITY**

The Customer shall not make any advertisement, solicitation or public announcement or public disclosure (including the publication of research) relating to the subject matter of this Agreement without the prior written consent of FutureLearn (not be unreasonably withheld or delayed). Any such authorised advertisements, solicitations, announcements or disclosures shall be co-ordinated and approved jointly by the Parties prior to its release.

**7. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other that as at the Effective Date: (i) it has, and will continue to have, the full power and authority to enter into and perform its obligations set out in the Agreement; and (ii) entry into these arrangements does not and will not conflict with any other contract or obligation that it may have.

**8. INDEMNITIES**

- 8.1. The Customer will indemnify FutureLearn and its officers, directors, employees, and agents from and against any Loss incurred by any of them as a result of any Claim relating to:
  - (a) breach of any warranty expressly provided for in this Agreement;
  - (b) any improper or unauthorised use by the Customer, its affiliates or any permitted sub-licensee of Learning Manager and/or Data; and
  - (c) breach of its data protection obligations under clause 4 and schedule 1.
- 8.2. If any third party initiates, or notifies an intention to initiate, any action, demand or claim, against a Party which might reasonably be considered likely to give rise to liability under the indemnities provided in this Agreement (a "**Third Party Claim**"), the indemnified Party will:
  - (a) immediately take all reasonable steps so as to reduce or mitigate the Loss covered by the indemnity;
  - (b) as soon as reasonably practicable, give written notice of the Third Party Claim to the indemnifying Party, specifying the nature of the claim in reasonable detail;
  - (c) not make any admission of liability, agreement or compromise in relation to the Third Party Claim without the prior written consent of the indemnifying Party (such consent not to be unreasonably delayed or withheld);
  - (d) grant reasonable access to the indemnifying Party (and its professional advisers) to relevant records and people within the control of the indemnified Party necessary to assess the Third Party Claim; and

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- (e) take such action as the indemnifying Party may reasonably request to avoid, dispute, compromise, settle or defend against the Third Party Claim.

**9. EXCLUSION OF LIABILITY**

- 9.1. All representations, warranties and conditions not expressly provided in these T&Cs, whether statutory or implied, are expressly excluded to the fullest extent permitted by law.
- 9.2. Except to the extent expressly provided for under this Agreement, the Learning Manager is provided on an "AS IS" basis and FutureLearn will not be liable for, or be required to remedy any defect arising from or caused by, the use of Learning Manager by the Customer, its affiliates or any permitted sub-licensee. The Customer acknowledges and accepts that FutureLearn does not give any warranty or representation that the use of Learning Manager will lead to any particular result or improvement
- 9.3. Except for liability arising from a breach of a Party's confidentiality obligations or a Party's wilful misconduct, neither Party will be liable to the other Party for any loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.
- 9.4. Except for liability arising from death or injury caused by a Party's negligence, fraud or fraudulent misrepresentation, a Party's indemnification obligation, or liability expressly excluded under this **paragraph 9**, each Party's total aggregate liability hereunder will be limited to GBP20,000.

**10. CONFIDENTIALITY**

Except as otherwise specifically agreed, neither Party will use any Confidential Information except for the purpose of exercising or performing its rights and obligations hereunder and will only disclose or communicate the other Party's Confidential Information to the receiving Party's respective employees, representatives, affiliates and professional advisers on a need-to-know basis, provided always that the receiving Party ensures that any recipient treats as confidential and does not disclose any of the Confidential Information received.

**11. TERM AND TERMINATION**

- 11.1. *Term.* The term commences on the Effective Date and subject to **paragraph 11.2, 11.3 and 11.4** expires in accordance with the date stated on the **Contract Summary**, unless terminated earlier in accordance with these T&Cs. Any add-on services and tools will terminate upon termination of the Agreement.
- 11.2. *Termination.* Either Party may terminate the Agreement immediately by written notice if the other Party: (a) is in material or persistent breach of any of any warranty or obligation given or applicable to it under this Agreement and that breach is not remedied within thirty (30) days after being notified; (b) is unable to pay its debts as they become due or becomes insolvent or an order is made or a resolution passed for that Party's administration, winding-up or dissolution (or any analogous event occurs in any applicable jurisdiction), except as may be prohibited by applicable bankruptcy laws; or (c) does or omits to do any act which causes or results in material damage to or loss of reputation of either Party.
- 11.3. FutureLearn reserves the right to terminate the Agreement immediately by written notice if the Courses or Campus Library is removed or withdrawn, from the Platform. FutureLearn will endeavour to provide as much notice to the Customer as possible if such situation should arise.
- 11.4. FutureLearn may terminate the Agreement at any time by giving the Customer thirty (30) days' written notice.
- 11.5. *Consequences of Termination.* If the Agreement expires or is terminated for any reason, both Parties shall immediately return to the other and verifiably remove or delete from any electronic storage device any Confidential Information in its possession or control. Expiry or termination for any reason does not relieve either Party of its obligation to pay any amounts owed to the other that became due prior to termination.
- 11.6. Paragraphs which expressly or by implication have effect after termination shall continue in full force and effect, including without limitation: **paragraph 1** (Definitions and Interpretation); **paragraph 4** (Data and Data Protection); **paragraph 6** (Marketing and Publicity); **paragraph 7** (Representations and Warranties); **paragraph 8** (Exclusions of Liability); **paragraph 10** (Confidentiality); **paragraph 11** (Term and Termination); **paragraph 12** (Governing Law); **paragraph 12.1** (General Terms) shall survive termination.

**12. GOVERNING LAW AND JURISDICTION**

- 12.1. 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 will be governed by and construed in all respects in accordance with the laws of England and Wales.
- 12.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved amicably by negotiation between the Parties. Should the dispute remain unresolved for more than thirty (30) days following written notification of one Party to the other of the existence of such a dispute, the dispute will be referred to and finally resolved by arbitration under the LCIA 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. The language to be used in the arbitral proceedings shall be English.

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- 12.3. Nothing in this clause 12 will prevent or delay either Party from:
- 12.3.1. seeking orders for specific performance, interim or final injunctive relief;
  - 12.3.2. exercising any rights it has to terminate this Agreement;
  - 12.3.3. exercising any rights it has to protect itself from infringement of any Intellectual Property Rights;
  - 12.3.4. taking any action to protect any legal rights expressly provided for in the Agreement; and/or
  - 12.3.5. commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

**13. GENERAL TERMS**

- 13.1. *Notices.* All notices, requests, consents or other communications shall be given or made in writing, and shall be delivered personally, sent by first-class post (airmail where applicable) with postage prepaid or transmitted by courier service, or e-mail, addressed to each Party to which such communication is directed at the addresses specified on the **Contract Summary**, or at such other address as may be designated by notice from such Party to the other Party in writing.
- 13.2. *Amendments.* No amendment, interpretation or waiver of any of the provisions of the Agreement shall be effective unless made in writing signed by both Parties.
- 13.3. *Assignment.* Neither Party may assign, transfer, charge, encumber or otherwise dispose of any of its rights or obligations, in whole or in part, without the prior consent of the other Party, such consent not to be unreasonably withheld or delayed. The Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of the Parties.
- 13.4. *Counterparts.* The Agreement may be executed in any number of counterparts, all of which will constitute one agreement, and each counterpart shall be deemed to have been made, executed and delivered on the Effective Date without regard to the dates or times when any counterpart may actually have been made, executed or delivered.
- 13.5. *Enforcement.* No failure or delay by either Party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege nor will any single or partial exercise by the either Party of any right, power or privilege preclude any further exercise of that or any other right, power or privilege.
- 13.6. *Entire Agreement.* The Agreement and any agreements, policies, procedures, and specifications referred to constitute the entire agreement between the parties and supersede all other understandings or agreements between them in respect of the subject matter, including a prior course distribution or framework agreement between the Parties, if any.
- 13.7. *Force Majeure.* The obligations of either Party under the Agreement will be suspended during any temporary period of force majeure (including war, civil war, armed conflict, terrorism, sabotage, insurrection, civil disorder, blockade, strikes or other industrial action, interruption of access to the internet, shortage of materials, flood, severe weather, natural disaster or other act of God or interruptions or failure of the internet or third-party network connections) or by any contingency beyond the reasonable control of such Party, but only to the extent that such cause prevents performance of such obligations. The Agreement will not be terminated by temporary impossibility of performance unless the period of impossibility of performance continues for a period of three (3) consecutive months, in which case the Party not affected may terminate the Agreement by giving thirty (30) days written notice to the affected Party; in all other cases, the rights and obligations of each Party will be restored in full after any period of impossibility of performance has ended.
- 13.8. *Non-Exclusivity.* The Parties do not propose to enter into an exclusive relationship.
- 13.9. *No Customership or Agency.* The Parties are independent contractors. Nothing contained in the Agreement shall: (a) be deemed to constitute a partnership or joint venture between the Parties; or (b) authorise either Party to act as agent or representative of the other Party or to assume or create any obligations on behalf of the other Party.
- 13.10. *Third Party Rights.* The Agreement is made for the benefit of the Parties and is not intended to benefit, or be enforceable by, any other person. The Contracts (Rights of Third Parties) Act 1999 in England and Wales will not apply.
- 13.11. *Severability.* If any provision of the Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Agreement and this will not affect the remainder which will continue in full force and effect and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

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**SCHEDULE 1**

**Data Protection Schedule**

**Introduction**

- A. Pursuant to the Agreement, the Parties have agreed to share certain Personal Data. This Data Protection Schedule is intended to ensure that FutureLearn and the Customer comply with applicable DP Laws in the processing of Personal Data.
- B. Unless specified otherwise in this Data Protection Schedule, both Parties act as independent Data Controllers under DP Laws. This is because FutureLearn determines the purposes and the means of the processing operations on the Platform.

**Data Protection Terms and Conditions**

**1. Definitions**

- 1.1 The following definitions and rules of interpretation apply in this Data Protection Schedule:

<b>Data</b>	means any data, including Personal Data, that is transferred by one Party to the other Party under or in connection with this Agreement.
<b>Data Controller</b>	has the meaning given to it in the UK GDPR.
<b>Data Subject</b>	means an individual who is the subject of Personal Data.
<b>Disclosed Data</b>	has the meaning set out at clause 2.1 of this Data Protection Schedule.
<b>Personal Data</b>	means the Data as set out in Annex 1 and Customer Personal Data.
<b>Personal Data Breach</b>	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.
<b>Processing</b>	has the meaning given to it in the UK GDPR.
<b>Processor Data Breach</b>	has the meaning set out at clause 3.3(g) of this Data Protection Schedule.
<b>SCC</b>	means: (i) the standard contractual clauses set out in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ( <a href="https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914#d1e32-37-1">https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914#d1e32-37-1</a> ) deemed to be incorporated into this Data Protection Schedule in accordance with clause 4.2; or (ii) such other clauses in force under DP Laws for the transfer of personal data to third countries or an international organisation, including if applicable standard data protection clauses issued by the UK's Information Commissioner under s.119A(1) of the UK Data Protection Act 2018, as amended and updated from time to time.

- 1.1 This Data Protection Schedule is subject to the terms of the Agreement and is incorporated into the Agreement. Interpretations and defined terms set out in the Agreement apply to the interpretation of this Data Protection Schedule.
- 1.2 The Annexes form part of this Data Protection Schedule and have effect as if set out in full in the body of this Data Protection Schedule. Any references to this Data Protection Schedule include the Annexes.
- 1.3 A reference in writing or written includes email.
- 1.4 In the case of conflict or ambiguity between:
- (a) any of the provisions of this Data Protection Schedule and the other provisions of the Agreement, the provisions of this Data Protection Schedule will prevail; and



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- (b) any of the provisions of this Data Protection Schedule and any applicable SCC, the provisions of the SCC will prevail.

**2. Data Sharing**

- 2.1 During the Term, it is acknowledged that each Party may disclose to the other Personal Data ("Disclosed Data"). The Parties agree that, except in the circumstances set out in clause 3 below the disclosure of Disclosed Data shall be on a Data Controller to Data Controller basis.
- 2.2 Each Party warrants and undertakes that disclosure of Disclosed Data to the other Party is fair and lawful and does not contravene the DP Laws.
- 2.3 Where the Customer receives Disclosed Data in the circumstances set out in Annex 1 it shall only process such Disclosed Data for the relevant Purpose set out in Annex 1.
- 2.4 Each Party will promptly inform the other Party (within forty-eight (48) hours) upon becoming aware of any Personal Data Breach relating to any Disclosed Data received by it from the other Party.
- 2.5 All Personal Data shared under this Agreement must be shared using secure and encrypted methods which the Parties will agree from time to time.

**3. International Data Transfers**

- 3.1 Where Personal Data is being transferred from inside the UK or EEA to a country outside of the UK or EEA that the UK government has not deemed to provide adequate protection in accordance with Article 45(1) of the UK GDPR in respect of Personal Data transfers where the Parties are each acting as independent Data Controllers, the Parties agree to the terms set out in module 1 of the SCC.
- 3.2 Where clause 4.1 applies the SCC will be amended as follows:
- (a) governed by the laws of England and Wales;
  - (b) the courts of England and Wales shall have exclusive jurisdiction;
  - (c) the data exporter(s), data importer(s) and description of transfer are as set out at Annex 1 if clause 4.1(a) and Annex 2 if clause 4.1(b) applies;
  - (d) the competent supervisory authority is the UK Information Commissioner or the relevant supervisory authority under DP Laws;
  - (e) the technical and organisational measures implemented by the data importer(s) to ensure an appropriate level of security are as set out at Annex 1 and Annex 2;
  - (f) the optional docking clause at clause 7 and the optional language at clause 11 do not apply;
  - (g) to the extent Personal Data is transferred from the UK, references in the SCCs to Regulation (EU) 2016/679 are interpreted as references to DP Laws, references to specific articles of Regulation (EU) 2016/679 are replaced with the equivalent section of DP Laws, and references to EU, Union and Member State are replaced with the United Kingdom.

**4. Miscellaneous**

- 4.1 The Parties agree that this Data Protection Schedule will survive expiry or termination of the Agreement for any reason.
- 4.2 This Data Protection Schedule may be updated and amended if there are any changes to DP Law.

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**ANNEX I****A. LIST OF PARTIES****Data exporter(s):**

Name: FutureLearn Limited

Address: 30 Holborn, Buchanan House, London, England, EC1N 2HS

Contact person's name, position and contact details: Data Protection Officer: dpo@futurelearn.com

Role (controller/processor): **controller****Data importer(s)** *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

Name: [Nadiia Kovalchuk]

Address: 75 Lvivska, Lutsk, Ukraine 43018

Position: [First Vice Rector]

Email: [PnP@Intu.edu.ua]

**B. DESCRIPTION OF TRANSFER****Data Subjects**

The personal data transferred concerns the following categories of data subjects:

- Individuals at the Customer's educational institution who are invited to enroll in the Campus Library via Learning Manager.

**Purpose of the transfer(s)**

The transfer is made for the following purposes:

- To allow Learners to enrol on a Course via an invitation link sent by the Customer
- To monitor the progress of Learners on the Course and award certificates and academic credits, as appropriate.

**Categories of data**

The personal data transferred concerns the following categories of data:

**In relation to the Learner:**

- which Courses they have enrolled on
- the date of their enrolment
- total number and percentage of steps completed
- test scores (average score across all tests in the Course)
- number of comments made
- pending Course invitations
- declined Course invitations

**In relation to the Course:**

- which individual Learners have enrolled on the Course
- the date of each Learner's enrolment
- total number and percentage of steps completed by individual Learner
- test scores (average score across all tests in a Course) of individual Learner
- number of comments made by individual Learners
- which individual Learners have pending Course invitations
- which Learners have declined Course invitations
- Invitation links that have been created for this Course

**The following CSV for each Course and/or Learner enrolled on that Course**

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- Start date of the Course run
- Membership ID
- Email address
- Name
- FutureLearn profile URL
- Number of steps completed
- Number of comments posted
- Average test score
- Date the Learner has left the Course
- Partner Course code (which is the code the Partner developing the Course uses to identify the Course)
- Partner Run code (Code the Partner developing the Course uses to identify the run within the Course)
- Run Slug
- Run title
- Date of last step the Learner has visited
- Date of last comment the Learner has made
- Course uuid (a universally unique identifier specific to the Course)
- Run uuid (a universally unique identifier specific to the run within the Course)

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**ANNEX II**

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

**Technical and organizational measurements of FutureLearn Limited**

Learning Manager is protected using access control.

FutureLearn's access control policy states that "Representatives shall follow the access control principle of "everything is generally forbidden unless expressly permitted".

Access shall be granted when all principles are true:

- "Need-to-know" - Representatives are only granted access to classified information and data that they need to perform their role
- "Need-to-use" - Representatives are only granted access to the physical assets and systems that they need to perform their role
- After receiving the necessary management approval.

Downloads are only possible to a valid email address associated with the learning manager account and then via and encrypted connections.

**Technical and organizational measurements of Customer**

[TBC]

## Сертифікат виконання операції

Ідентифікатор пакета: 3BD5E61679604776895753796BD449C7

Статус: Виконано

Тема: Complete with DocuSign: Ukrainian Campus LMA

Вихідний пакет:

Кількість сторінок документа: 13

Підписи: 1

Відправник пакета:

Кількість сторінок сертифіката: 5

Ініціали: 0

Alexandra Dean

Автонавігація: Увімкнено

alexandra.dean@futurelearn.com

Штапмування ідентифікатора пакета: Увімкнено

IP-адреса: 193.109.144.169

Часовий пояс: (UTC-08:00) Pacific Time (US &amp; Canada)

## Відстеження записів

Статус: Оригінал

Утримувач: Alexandra Dean

Розташування: DocuSign

13.03.2023 7:00:07

alexandra.dean@futurelearn.com

## Події відповідального за підпис

## Підпис

## Мітка часу

Nadiia Kovalchuk

PnP@Intu.edu.ua

First Vice Rector

Lutsk National Technical University

Рівень безпеки:

DocuSign.email

Ідентифікатор: 1

13.03.2023 7:00:09

*Nadiia Kovalchuk*

Упровадження підпису: Попередньо вибраний

стиль

Використання IP-адреси: 193.109.144.169

Відправлено: 13.03.2023 7:00:08

Переглянуто: 13.03.2023 7:00:19

Підписано: 13.03.2023 7:07:25

Електронний запис і виявлення підпису:

Прийнято: 13.03.2023 7:00:19

Ідентифікатор: 155b2fb6-8bd3-40a6-a4a8-2fbdace9541b

## Події відповідального за підпис у присутності

## Підпис

## Мітка часу

## Події доставки редакторів

## Статус

## Мітка часу

## Події доставки агентів

## Статус

## Мітка часу

## Події доставки посередників

## Статус

## Мітка часу

## Події замовної доставки

## Статус

## Мітка часу

## Події копії

## Статус

## Мітка часу

Contracts

contracts@futurelearn.com

Contracts Manager

FutureLearn

Рівень безпеки: Електронна пошта,

Автентифікація облікового запису (немає)

Електронний запис і виявлення підпису:

не пропонувалися DocuSign

**Скопійовано**

Відправлено: 13.03.2023 7:07:27

Події копії	Статус	Мітка часу
Partner Finance partner.finance@futurelearn.com FutureLearn Рівень безпеки: Електронна пошта, Автентифікація облікового запису (немає) Електронний запис і виявлення підпису: не пропонувалися DocuSign	Скопійовано	Відправлено: 13.03.2023 7:07:28
David Thair david.thair@futurelearn.com Рівень безпеки: Електронна пошта, Автентифікація облікового запису (немає) Електронний запис і виявлення підпису: не пропонувалися DocuSign	Скопійовано	Відправлено: 13.03.2023 7:07:29
Події, пов'язані зі свідком	Підпис	Мітка часу
Події нотаріуса	Підпис	Мітка часу
Загальні події, пов'язані з пакетом	Статус	Мітки часу
Пакет надіслано	Виконано хешування/шифрування	13.03.2023 7:00:08
Доставлено шляхом замовної доставки	Виконано перевірку безпеки	13.03.2023 7:00:19
Підписання виконано	Виконано перевірку безпеки	13.03.2023 7:07:25
Виконано	Виконано перевірку безпеки	13.03.2023 7:07:29
Події платежу	Статус	Мітки часу
Електронний запис і виявлення підпису		

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