

# **STUDENT CONTRACT: OCTOBER 2024**



# **BACKGROUND / INTRODUCTION**



- 1. This agreement (the "Contract") governs the relationship between qLegal and the students listed in Schedule 1 (the "Students" and each individual, a "Student").
- **2.** qLegal operates as a simulation of an innovative commercial law firm and provides pro bono legal advice, education and support to clients.
- **3.** The Students have each been:
  - a) offered a place on one of the qLegal programmes; and
  - b) provided with a student handbook relating to their respective qLegal programme (the "Handbook"). The Handbook, along with the training provided by qLegal, sets out the rules, practices and procedures which the Students must follow (the "Rules").
- 4. The Students have obligations to many different stakeholders (the "Stakeholders") including qLegal, their fellow Students and qLegal's external partners (such as supervising lawyers, extern hosts, workshop hosts and project partners (the "External Partners").
- 5. The Students agree to follow the terms of the Contract and to comply with the Rules at all times during their qLegal programme.

IT IS AGREED THAT:





- **1.** Students are expected to comply with the highest professional standards during their qLegal Programmes when dealing with Stakeholders. This includes complying with:
  - a) The legal profession's conduct rules, available at: <u>https://www.sra.org.uk/solicitors/standards-regulations/code-conduct-solicitors/</u>
    - A breach of these conduct rules may result in the Student being immediately removed from their qLegal programme. This is a matter for the qLegal Director.
  - b) The professional standards and courtesy expected of practising solicitors in the UK.
    - A breach of these professional standards and courtesy will result in the Student receiving a written warning from qLegal (a "Warning").
    - If a Student receives three Warnings, they will be removed from their qLegal programme.
  - c) Queen Mary, University of London's ("QMUL's") conduct rules, available at: <u>https://arcs.qmul.ac.uk/media/arcs/policyzone/Student-Behaviour-and-Discipline.pdf</u>.
    - A breach of these rules may result in the Student being subject to QMUL's student disciplinary procedure.
- **2.** What constitutes a breach leading to a Warning being issued is at the discretion of qLegal acting reasonably in the circumstances.
- **3.** Examples of the professional standards and courtesy expected of Students include (without limitation):



#### Communicating in a professional and timely way

- Checking QMUL emails daily and replying to emails relating to their qLegal programme promptly and/or by the deadline specified.
- Using appropriate methods to communicate with Stakeholders as set out in the Handbooks.



#### Managing time and tasks effectively

• Meeting deadlines set by qLegal and any other Stakeholder(s); informing the relevant Stakeholder(s) if they are unable to meet a deadline.

#### Behaving professionally and with respect to others

• Being respectful of others' time and non-qLegal commitments; being punctual to meetings and setting reasonable deadlines for others to meet.

#### Acting ethically and with integrity

• Using technology (including AI) ethically and responsibly.



#### Engaging fully with the qLegal learning experience

- Attending all compulsory qLegal sessions (including training, meet-ups, weekly meetings and reflection sessions).
- Actively participating in qLegal sessions, including having their camera on during online sessions.
- Complying with the Rules contained in the Handbook and the Contract at all times.
- **4.** Notwithstanding the above, if the qLegal Director considers a breach to be sufficiently serious, qLegal has the right to remove the Student from the qLegal programme with immediate effect.



### **PART 2: CONFIDENTIALITY OBLIGATIONS**



- **5.** The Students will receive information as part of their programme, which is considered to be confidential in nature (the "**Confidential Information**"). The Confidential Information will enable the Students to provide legal advice, support and/or education to qLegal's clients and/or External Partners (the "**Purpose**").
- 6. The Students agree:
  - a) not to communicate, disclose or make available all or any part of the Confidential Information to any third party excluding the staff of qLegal and the supervising lawyers;
  - **b)** not to input all or any part of the Confidential Information into any large language model (such as ChatGPT) where the confidentiality and security of that information can't be guaranteed; and
  - c) to use, or permit others to use, the Confidential Information only for the Purpose.
- 7. The obligations of confidentiality and non-use will not apply to any information which is:
  - a) generally available to the public at the date of the Contract, or which becomes generally available to the public through no fault of the Students; and/or
  - **b)** already known to the party at the time of disclosure.
- **8.** The Students shall take necessary measures to secure the confidentiality of the Confidential Information including but not limited to:
  - a) keeping Confidential Information separate from other information held by them;
  - **b)** keeping all documents containing Confidential Information, at qLegal, on the Clio case management system, or otherwise in accordance with qLegal's procedures set out in the Handbooks;
  - c) not using, copying, transferring or storing Confidential Information on a non-qLegal computer or email address (or otherwise in accordance with qLegal's procedures set out in the Handbooks); and
  - **d)** not transmitting it in any form or by any means whatsoever outside of qLegal, without the prior written consent of the client and then only to the extent that it is required for the Purpose.

- 9. All rights in the Confidential Information are reserved by the client to which it belongs.
- **10.** The Students acknowledge that if they breach their duty of confidentiality set out in the Contract, it may lead to QMUL having to notify the Information Commissioners Office, which could result in significant fines and reputational damage for QMUL.
- **11.** Any failure to enforce at any time any of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce them.



## **PART 3: SKETCH DATA COLLECTION**



- **12.** The Students understand that:
  - a) this learning opportunity comes under QMUL umbrella <u>SKETCH</u> project. SKETCH brings together projects across a number of schools within QMUL to model real-world working by collaborating on interdisciplinary projects for clients within the local community.
  - **b)** SKETCH will be anonymising and aggregating the personal data that the Students share through their student ID to evaluate the impact of SKETCH involvement on student development across QMUL.
  - c) this use of personal data will not have any impact on any individual, and is for project evaluation only.
  - **d)** further information, including on the Students' rights in relation to this data collection is available at <a href="https://www.qmul.ac.uk/privacy/">https://www.qmul.ac.uk/privacy/</a>.
  - e) if Students have any questions or want to opt out of their data being used by SKETCH in this way, they can email <u>sketch@qmul.ac.uk</u> (marking the email "SKETCH data collection opt out").

Signed by the Students listed in Schedule 1 on ..... October 2024.



Legal Advisory Programme Externships Future of Law