

THE EEG - PART 12

GENERAL TERMS & CONDITIONS OF WITTENBORG UNIVERSITY OF APPLIED SCIENCES



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GENERAL TERMS & CONDITIONS

WITTENBORG UNIVERSITY OF APPLIED SCIENCES

Wittenborg University of Applied Sciences B.V. is a non-funded institution; it is recognised and appointed by the Dutch Ministry of Higher Education as written in the Dutch Higher Education Law. Wittenborg University of Applied Sciences is registered at the CFI under BRIN number 25AY (www.cfi.nl).

OVERALL TERMS AND CONDITIONS

Wittenborg University of Applied Sciences is a member of the Dutch Council of Training and Education (NRTO) and is obliged to adopt the General Terms and Conditions of that Council (NRTO). These Terms and Conditions are applicable to all students registered at Wittenborg University of Applied Sciences and can be found here <https://www.nрто.nl/kwaliteit/algemene-voorwaarden/>. In addition to the above, Wittenborg University of Applied Sciences has its own Terms and Conditions that are complimentary to those of the NRTO.

Dutch Law applies to these Terms and Conditions.

ENGLISH LANGUAGE

The English Language is the official language at Wittenborg University of Applied Sciences and is spoken and written within all departments of the university of applied sciences. All programmes offered at Wittenborg University of Applied Sciences are offered in English. Over 80% of students at Wittenborg University of Applied Sciences are international and over 40% of its staff are not Dutch nationals. For that reason, an exception is made in relation to the Netherlands Act of Higher Education in relation to the language of programmes offered at Wittenborg University of Applied Sciences. Dutch students cannot fulfil their examinations and assessments in the Dutch language at Wittenborg University of Applied Sciences and the university cannot be expected to offer its programmes in Dutch.

APPLICATION AND REGISTRATION

Application has to be done by signing and sending the application form to Wittenborg University of Applied Sciences. A study agreement will be made by means of the application form. These General Terms and Conditions are a part of the Study Agreement. By signing the Study Agreement, the student declares to agree with the General Terms and Conditions and the Additional Terms and Conditions, and has been informed about the Tuition Fees and the cancellation and -refund policy. After signing the Study Agreement the registration will be definite. Wittenborg University of Applied Sciences provides the opportunity to start its programmes 6 times a year. Application can be done during the whole year. The student has to hand in all the documents which are listed in the Admission Procedure/Application Form and has to be able to identify himself/herself by a valid Identification Card.

CANCELLATION OF APPLICATION

You can at any time cancel and terminate an agreement concluded for a specific duration. In that case, you pay: a reasonable fee for the work already performed, including the Start-up costs. The following cancellation provisions and early termination arrangement will apply.

- a. Cancellation before the start of the educational programme must be made in writing or electronically to the student Registrar's Office.
- b. If the agreement is cancelled up to two months prior to the start of the course, the student pays 10% of the agreed fee, with a minimum of €50.
- c. If the agreement is cancelled between two and one months prior to the start of the course, the student pays 20% of the agreed fee, with a minimum of €50.
- d. If the agreement is cancelled between one month and two weeks prior to the start of the course, the student pays 30% of the agreed fee, with a minimum of €50.
- d. If the agreement is cancelled less than two weeks prior to the start of the course, the student pays 40% of the agreed fee, with a minimum of €50.

Costs that are already made by Wittenborg University of Applied Sciences, if applicable, will be deducted from the refund.

Under no circumstances will refunds be given to students who did not obtain the required legal and/or immigration status due to committing fraud, the provision of false information and/or documents.

EARLY TERMINATION BY THE STUDENT

Termination of registration by the student has to be done by sending a letter by registered post to the Student Registrar's office or by sending an email to registrar@wittenborg.eu. Date of termination will be the end date of the block in which your request to terminate your study agreement is received by the Student Registrar's office of Wittenborg University of Applied Sciences.

In the event of early termination of the study agreement, the student will have to pay 40% (as start-up costs) of the agreed price for the students' ongoing academic year only (after deduction of study materials not yet received), in addition to this the student will also have to pay the costs of the courses already followed, irrespective of whether they have attended these classes. The total costs will never exceed the agreed price. In principle, the costs of the education you have already attended will be determined as follows:

- In the case of a course divided into blocks: the costs of the completed module(s)/block(s) plus the costs of the module(s)/block(s) followed at the time of early termination.
- Costs that were already made by Wittenborg University of Applied Sciences, if applicable, for example study material, will be deducted from the refund.

CANCELLATION BEFORE THE SUBSEQUENT RE-REGISTRATION

Registration of the student is continuous, and is invoiced per year. It is the students' responsibility to inform WUAS registry department of the termination of the study agreement and cancellation of registration as a student. Only in case of graduation, the student will be charged for the required study period. Subsequent re-registration is partially refundable according to the scheme and is only applicable to bachelor students.

NON-EU STUDENTS ON A RESIDENCE PERMIT FOR STUDY AT WUAS

Cancellation of application and/or registration by non-EU students that require a study residence permit to study in the Netherlands, and that fall under WUAS' IND sponsorship can only be done if WUAS is officially cleared from the responsibility towards the immigration services for the particular student. Evidence for this must be provided, such as a registration letter of another university taking over sponsorship, prove to have returned to your home country and deregistration from the municipality and immigration services, or a residence permit based on a different purchase. Only after having received the prove the application/registration can be cancelled.

TUITION AND FEES

Wittenborg University of Applied Sciences is entitled to change the tuition fees annually. The tuition fees do NOT include books, study material and excursions. Students are allowed to fulfil their tuition fees in instalments by automatic collection. First-year, non-EU visa students are excluded from the option to pay in instalments. Payment by automatic collection is only possible after signing the authorisation form for automatic collection. The amount of every instalment will be raised with €12.50 administration costs. The collection of every instalment will take place around the 28th of each month. Please check www.wittenborg.eu for the current fees.

PAYMENTS AND OBLIGATIONS

Not attending classes will not lead to reduction of the tuition fee or any other fee. When a delay in payment of more than one month occurs, Wittenborg University of Applied Sciences is entitled to collect the total amount at once. Continuous delay in payment can lead to direct annulment of the contract by Wittenborg University of Applied Sciences; however, under no circumstances will direct annulment of the contract lead to financial compensation. All due payments are still owed to Wittenborg University of Applied Sciences, and Wittenborg will take all necessary measures to retrieve due payments. If reminders and payment demands have to be sent due to delay in payment, extrajudicial collection costs and statutory interest will be charged, from the second demand on. These costs shall not exceed: 15% of outstanding amounts up to €2,500, 10% of the following €2,500, and 5% of the next €5,000, with a minimum of €40. Wittenborg University of Applied Sciences may, for the benefit of the student, deviate from the amounts and percentages referred to. The student or his/her legal guardian will be held responsible for all costs.

Registration for the next academic year will be confirmed after payment of the (first instalment of the) tuition fee for the concerning academic year.

COMPLIANCE WITH INTERNATIONAL SANCTION REGULATIONS

In compliance with international sanction regulations imposed by the EU, the UN and the US, WUAS must conduct appropriate due diligence and screening against applicable financial sanctions target lists, such as the HMT Consolidated List, financial sanctions target lists, and the OFAC list. This screening can always be performed both prior and after a student's admission at the institute. WUAS cannot be involved in any financial transactions with any person or entity, or relation of, who is registered on these lists.

CHANGES IN STUDY PROGRAMME

If there are less than 5 students registered to take a chosen specialisation module, the specialisation module will not be offered in that academic year and another specialisation module has to be chosen. Wittenborg University of Applied Sciences reserves the right to change the content, timetabling, and delivery methods of curriculum and study programmes. Lecturers, lesson times and location can also be changed. A change of study mode into part-time, dual learning, or distance learning variants is allowed if agreed by tutor and programme coordinator, head of school, or other management responsible. The student is obliged to pay the same tuition fees as already agreed, unless the Director makes an exception. Students who choose to study part of their programme at a Wittenborg University of Applied Sciences' partner institute, under the terms of agreements made between Wittenborg and that institute, must pay their full fee to Wittenborg for that year. Any fees to be paid to the partner institute are either to be paid additionally, or can be compensated by Wittenborg, depending on the arrangements Wittenborg has made with the partner institute.

CANCELLATION OF STUDY PROGRAMME (DEREGISTRATION) BY WITTENBORG UNIVERSITY OF APPLIED SCIENCES

Wittenborg University of Applied Sciences is entitled to deregister students who misbehave according to the "code of behaviour" in the Student Charter. In this case no refund will be given. In case of fraud, Wittenborg University of Applied Sciences is entitled to deregister students without refund of fees. The Graduation and Examination Board has the right to give a student a negative study advice. In this case the student will bear all financial and legal consequences. The mutual rights and obligations that apply to this agreement will be terminated as soon as the agreement has been cancelled. Obligations which were applicable prior to the cancellation remain in force. With the deregistration of the student the right for study grant and OV public transportation card will end. Wittenborg University of Applied Sciences has the obligation to inform the Dutch student finance agency, the DUO, annually about the registration periods of all the students. It is the student's responsibility to inform the DUO on time about changes in his/her personal situation or details. Wittenborg University of Applied Sciences cannot accept responsibility or liability for possible financial loss suffered by the student as a consequence of for instance, overly received study grant and/or loans.

EDUCATION AND EXAMINATION GUIDE (EEG)

The content and design of the programmes is described in the Education and Examination Guide. (EEG) This is available from the Education Administration (Student Registrar), and made available to all students on the Website www.wittenborg.eu and on the Virtual Learning Environment www.wittenborg-online.com. This document is part of the EEG.

INSURANCE

Wittenborg University of Applied Sciences cannot accept responsibility or liability for loss and/or damage to private possessions, nor can it accept responsibility or liability for injury or any other damage suffered by the student. It is the student's responsibility to arrange his/her own insurance. During the work placement, the student has to be insured through the liability insurance of the work placement company. Insurance at AON for a period of time linked to the first study registration period will be arranged for non-EU students upon their arrival, but it is the student's own responsibility to extend this insurance. It is possible to arrange this through the Student Support Office.

BOOKS, STUDY MATERIALS, TIME TABLES, STUDENT CHARTER, EDUCATION GUIDE

Obtaining study materials such as books, timetables and the Education Guides is described in the Education Guide. This guide, together with the Student Charter will be given to the students before the start of the programme. Wittenborg University of Applied Sciences reserves the right to change the time tables and lesson programmes. Intellectual property

Intellectual property is the term used to describe the outputs of your creative and intellectual endeavour, such as inventing a new process or product or writing new software. It can allow you to own things you create in a similar way to owning a physical property. You can control the use of your IP, use it to gain financial reward, and prevent others from using your IP without your permission.

The four main types of IP are:

- I. Copyright – protects material such as literature, art, music, sound recordings, films and broadcasts
- II. Designs – protects the visual appearance or eye-appeal of products
- III. Patents – protects the technical and functional aspects of products and processes
- IV. Trademarks – protects signs that can distinguish the goods and services of one trader from those of another

More than one type of IP may apply to the same creation. Patents, registered trademarks and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design right are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.

OWNERSHIP OF INTELLECTUAL PROPERTY GENERATED BY STUDENTS.

Any IP created by you during your course of studies belongs to you unless agreed otherwise in writing between you and the university. All students, however, grant the university permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes as well as to comply with EU General Data Protection Regulation (GDPR).

Occasionally, WUAS receives requests via Turnitin from other institutions to view the full text of the student's paper due to Turnitin Similarity Report. In such a case, although the copyright of the work remains with the student author, WUAS reserves the right to either accept or decline the request. WUAS considers it pertinent to grant such requests, where appropriate, in order to uphold academic integrity and to promote reciprocal collaboration with other institutions. A high similarity percentage to a paper submitted to WUAS can imply that one of the students (either the student from WUAS or from the other institution) has voluntarily shared their work. This would be tantamount to academic misconduct (collusion) and necessitate investigation by WUAS. However, there may be other possible reasons for this high similarity percentage which does not indicate academic misconduct.

When such a request is received, it will be handled as per WUAS SOPs in line with EU GDPR rules. If the request is accepted, only an anonymized paper will be submitted. This means that all information that identifies the student throughout the text of the student's paper will be removed. If, after the investigation by WUAS, it is found that there is indeed collusion or academic misconduct, the case will be referred to WUAS Graduation & Examination Board (GEB).

LIABILITY DUE TO CHANGES MADE BY EXTERNAL ORGANISATIONS

Wittenborg University of Applied Sciences is not liable for any consequences due to changes in law or policy made by national and local government. Wittenborg University of Applied Sciences is not liable for any changed information that is given in the EEG relating to external organisations, such as DUO, Tax office, Ministry of Education, NVAO, FIBAA, etc.

The student has to inform the Student Administration in writing about a change of address within 14 days after moving. The student is responsible for possible losses as a consequence of not informing in time or not informing the Student Administration.

DATA PROTECTION ACT AND PORTRAIT RIGHTS

The General Data Protection Regulation (GDPR) applies to all the information which is provided to Wittenborg University of Applied Sciences by the student. The Data Controller is Wittenborg University of Applied Sciences, it collects and processes information about students under the terms of this contract for teaching, research and administrative purposes. All such activity is governed by the Data Protection Act 2018 and is detailed in the student privacy notice: <https://www.wittenborg.eu/privacy-notice-applicants.htm>. As a data subject, you have a number of rights. You can request access to your data, ask the university to correct any inaccurate data or stop processing data – for more information or to exercise your rights you can contact the data protection officer on dataprotection@wittenborg.eu. The accuracy of personal information provided by students may also be checked by the university against relevant external sources. The university undertakes to process and store maintain student data on secure networks conditions, and to process and disclose data only within the terms of the student privacy notice.

Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your address, personal details or course enrolments.

Wittenborg University of Applied Sciences has the right to use possible images of (educational) activities on which the student is visible, for various marketing purposes for Wittenborg University of Applied Sciences. Each student is entitled to object to the use of his/her data by Wittenborg University of Applied Sciences. The objection has to be done by email to dataprotection@wittenborg.eu.

For full details please refer to the university's Data Protection Policy. If you are dissatisfied with the way the university has processed your personal data, or have any questions or concerns about your data, please contact dataprotection@wittenborg.eu, if we are not able to resolve the issue to your satisfaction, you have the right to apply to the "Autoriteit Persoonsgegevens". They can be contacted at <https://autoriteitpersoonsgegevens.nl/nl/zelf-doen/privacyrechten/klacht-indienen-bij-de-ap>.

COMPLAINTS

Wittenborg University of Applied Sciences will do its very best to make your study period as comfortable as possible. In case of complaints, please follow the internal complaints procedure, which can be found in the Education Guides. If the complaint, despite our efforts to handle it, persists, a further complaint letter can be formulated which can be sent to the Disputes Committee (Geschillencommissie Particuliere Onderwijsinstellingen, Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag, www.degeschillencommissie.nl).