

Registration and Preparation Regulations for funded and non-funded (post-initial) Master's Degree Programmes

and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.



Enrolment for
2019 – 2020

overtref jezelf



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Legal information

This is a translated version of 'Reglement inschrijving en voorbereiding voor bekostigde en onbekostigde (post-initiële) masteropleidingen en alle niet bij wet geregelde vormen van onderwijs en cursussen van Hogeschool Rotterdam, Inschrijving 2019 - 2020'.

In the event of any conflict between the English and the Dutch versions, the Dutch version shall Prevail.

Introduction

This regulation for registration and preparation for funded and non-funded (post-initial) Master Programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences *) contains the most important rules for registration as a student, module participants or auditors at the Rotterdam University of Applied Sciences for the academic year 2019-2020. These regulations also include the admission requirements to be met by applicants (future students) before they will be able to enroll as students for a funded or non-funded (post-initial) Master Programme or all non-accredited forms of education and modules at Rotterdam University of Applied Sciences. Most of these requirements are the same as the standard admission requirements that apply for any funded and non-funded (post-initial) Master Programme and for all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences. However, additional admission requirements apply for some study programmes and modules and in some specific cases.

The legal position of applicants (future students and module participants) is also included in this Registration and Preparation Regulation for funded and non-funded (post-initial) Master Degree Programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences. For questions about the admission requirements for and/or admissibility of a funded or non-funded (post-initial) Master Programme or all non-accredited forms of education and modules at Rotterdam University of Applied Sciences, it is very important that you read these regulations thoroughly.

The legal position as funded or non-funded (post-initial) student/module participant is explained separately in the Student Handbook for funded Master Programmes and in the Student Handbook for post-initial (non-funded) Master Programmes. Both student handbooks can be found on HINT.

These regulations were adopted by the Executive Board on October 15th 2018 and will apply to anyone wishing to enrol and prepare for the 2019 - 2020 academic year.

Once approved by the Central Advisory Council, these regulations will replace all previous versions of the Registration and Preparation Regulations for non-funded (post-initial) Master Programmes or parts thereof at Rotterdam University of Applied Sciences.

Rotterdam University of Applied Sciences,

The Executive Board

*) *For applicant and (re)applicants for Bachelor programmes and associate degree programmes, this regulation does not apply.*

User Manual

This regulation describes the requirements for Registration and Preparation Regulation for funded and non-funded (post-initial) Master Degree Programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences (academic year 2019 - 2020). The requirements depend on the manner of funding and thus this regulation consists of 2 paragraphs in addition to a common article (1). To wit:

Paragraph 1: Funded Master programmes *).

Articles 2 ,3 and 4 with appendices 1, 2, 3 and 4 apply here.

- Advanced Nursing Practice (MANP)
- Architecture
- Education in Arts
- Design
- Fine Art and Design
 - o Fine Art
 - o Lens based media
 - o Experimental Publishing
- Interior Architecture & Retail Design
- International Supply Chain Management
- Pedagogy
- Physician Assistant (Major in General PA and Clinical Midwife PA)
- River Delta Development **)
- Teaching & Innovating
- Urban Planning

Paragraph 2: Non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences *).

Articles 5 ,6 and 7 with appendices 1 and 5 apply here.

- Consultancy and Entrepreneurship
- Finance and Accounting
- Human & Organizational Behavior (Begeleidingskunde)
- Pediatric Physiotherapy
- Management and innovation in social organizations **)
- Manual Therapy
- Sports Physiotherapy

For the offering of all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences, we refer you to the general website of the Rotterdam University of Applied Sciences and to www.hr.nl/posthbo.

*) *Master Programmes Offered as of October 2018*

**) *The River Delta Development Master programme is a joint degree offered by the Rotterdam University of Applied Sciences, HZ University of Applied Sciences and Van Hall Larenstein University of Applied Sciences. The HZ registration requirements apply to this programme: Registration and Deregistration of HZ Students and External Students.*

***) *For the Masters in Management and innovation in social organizations (in co-production with HAN Masters Programmes), the rules of registration and preparation of the Arnhem and Nijmegen University of Applied Sciences.*

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Article 1

Enrolment

1.1 Definitions

Agreement (Private Domain)

The written agreements between the client and the contractor regarding the provision of goods, services and/or activities. Even the written enrolment of a participant (such as via an application form) in connection with an offering is considered an agreement.

Applicant

A person who has applied to enrol for a funded and non-funded (post-initial) of a Master programme and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences, but who has not yet been enrolled as a student or participant. Or a person who is enrolled as a student and wants to switch from a particular Master programme or form of programme to another with effect from the new academic year (see also switcher).

Assessment

Instrument used for testing and assessment.

Auditor

A person who is enrolled at the university only to attend classes and who will not take tests or exams that are part of the Master programme.

Client (Private Domain)

The natural or legal person who has charged the contractor to provide goods and/or services as listed in the general terms and conditions (private domain). The client is considered to be the person who enters an agreement with the contractor via enrolment in an offering.

Contractor (Private Domain)

The Rotterdam University of Applied Sciences Foundation.

Deans

The members of staff that are responsible, on behalf of the Executive Board, for the day-to-day management of the School and for the adoption and implementation of the policy pursued by the School.

Dispute

A dispute will be made known through the submission of a written administrative appeal, or through the submission of a judicial appeal by a student/applicant or external student/future external student, against a decision that has been taken by a body at Rotterdam University of Applied Sciences, not being a decision of general application or in the sphere of private law.

Dual Study Programme

A study programme which has been designed so that attendance during one or more periods is alternated with professional experience in connection with the study programme. The study programme consists of an educational and a professional node. Activities in the form of professional

experience are a part of the educational programme of the department and can earn credits (article 7.7.2 Higher Education and Research Act).

EEA (DUO)

The Education Executive Agency, which is part of the Ministry of Education, Culture and Sciences.

Examinations Appeals Board at Rotterdam University of Applied Sciences (College van Beroep voor de examens – ceb)

The Examinations Appeals Board referred to in Section 7.60 of the Higher Education and Research Act.

External student

A person who is enrolled at Rotterdam University of Applied Sciences solely with the object of sitting the foundation or final exam, or parts thereof.

February intake

Intake for a Master programme on February 1.

Funded Master programmes (public domain)

Master programme accredited by the Accreditation Organisation of the Netherlands and Flanders (NVAO) and financed with public funds.

General Terms and Conditions (Private Domain)

General Terms and Conditions of the Rotterdam University of Applied Sciences Foundation apply regarding agreements and performance in the private (non-public) domain. Agreement between natural or legal persons (clients) and the Rotterdam University of Applied Sciences Foundation (contractor).

Higher Education Appeal Tribunal (College van beroep voor het hoger onderwijs – cbho)

The Higher Education Appeal Tribunal referred to in Section 7.64 of the Higher Education and Research Act.

Institutional Administration

Executive Board (EB) is charged with the administration of the university based on article 10.8 Higher Education and Research Act and the statutes of the Rotterdam University of Applied Sciences Foundation.

Institutional tuition fees

The tuition fees to be paid by a student who does not pay the statutory tuition fees.

Institutional Management

Executive Board (EB) is charged with the administration of the university based on Section 10.8 of the Higher Education and Research Act and the statutes of the Rotterdam University of Applied Sciences Foundation..

Institution for higher education, university of applied sciences

A university of applied sciences as referred to in Part g of the schedule to the Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek (WHW)*).

International student

A student with a foreign nationality who, insofar as this concerns a student subject to a residence permit and based on the permit issued, is enrolled in an educational programme at an educational institution in the Netherlands.

Master Programme

see study programme

Module Participant

A person who is enrolled at Rotterdam University of Applied Sciences to attend education and complete exams and final examinations for a non-funded Master programme and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.

Non-funded (post-initial) Master programme

Master programme accredited by the Netherlands Flemish Accreditation Organisation (NVAO) and not financed with public funds.

Offerings (Private Domain)

An offering published by a contractor (The Rotterdam University of Applied Sciences Foundation) in which participants (future students) and enrol without set requirements and within the given deadline.

Part Time Study Programme

Study programme which has been designed so that the student or module participant must perform other activities in addition to the education activity.

Prior education requirements

Requirements as in article 7.30b of the Higher Education and Research Act for funded Master programmes and requirements for admission to the non-funded (post-initial) Master programs as listed on the relevant programme page of www.rotterdamuas.com.

Private Domain

The area of activity where it applies that the contractor receives no funding directly from the federal government budget or pursuant to other legislation to fulfil its legal task.

Public Domain

Programme regulated by the legislation of the Higher Education and Research Act.

Re-enrolment students

A person who is enrolled as a student and who wishes to continue his current Master programme (and programme form) with effect from the new academic year.

School holiday

A day that has been included as such in the annual timetable for students.

School working day

All days, with the exception of Sundays and Christian and national public holidays, not being the school holidays referred to in the annual student timetable.

Statutory tuition fees (public domain)

The tuition fees to be paid annually by a student who falls under Section 7.45a of the Higher Education and Research Act. The Executive Board at Rotterdam University of Applied Sciences determines the level of all other tuition fees and examination fees at Rotterdam University of Applied Sciences.

Student (public domain)

A person who, pursuant to article 7.32 of the Higher Education and Research Act or other legal regulation is enrolled as a student (full time, part time or dual) at the university for attending classes and completing tests and examinations of a funded Master programme of the university.

Studielink

The joint application and enrolment application imposed by universities of applied sciences, universities and the Minister.

Study information

A department (Education & Student) that falls under the Education and Development executive department and provides prospective students with (study) information.

Switcher

A student who is enrolled for a Master degree programme and who enrolls for a different Master degree programme at Rotterdam University of Applied Sciences or another university of applied sciences is an applicant.

Study programme

A study programme is a cohesive whole of educational units, focused on the realization of well described objectives in the area of knowledge, insight and skills which a person completing the program must possess. A study programme may be offered on a full-time, part-time or dual-track basis.

Student Service Center (SSC)

A department that falls under the Administration, Information Provision and Control (AIC) department that guides applicants through the process starting with registration and ending after their enrolment once applicants have applied for admission to a funded or non-funded (post-initial) Master programme via Studielink, including financial settlement.

When applying for admission to a non-funded (post-initial) Master programme or a form of education or course that is not legally stipulated, the SSC department takes care of the registration/enrolment process after digital/written application/registration and further financial processing.

The Advisory Appeal Board at Rotterdam University of Applied Sciences (Geschillenadviescommissie – gac)

The Advisory Appeal Board referred to in Section 7.63a of the Higher Education and Research Act.

The Complaint and Disputes Office at Rotterdam University of Applied Sciences (Bureau Klachten en Geschillen – bkg))

This is the office to which a student/external student or applicant/future external student is required to submit a complaint or dispute (klacht@hr.nl) as referred to in these regulations.

The Rotterdam University Handbook

Institutional and programme specific section of the student statute in article 7.59 of the Higher Education and Research Act, of which education and examination regulations are a part.

WHW

The official abbreviation used for the Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek).

1.2 General rules for funded and non-funded (post-initial) Master programmes

This regulation governs the enrolment of students/module participants of the funded and non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences. For the funded (public domain) Master programmes, this regulation is based on article 7.30 and so forth of the Higher Education and Research Act (hereafter referred to as the: WHW). For the non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences, the general terms and conditions of the Rotterdam University of Applied Sciences Foundation apply with regard to the agreements and performance in the private (non-public) domain.

The Executive Board has mandated the authorisations that the institution is able to exercise based on the provisions in these regulations to the Director of the Administration, Information Provision and Control executive department.

The authorisations regarding non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences have been mandated by the Executive Board to the dean of the relevant institute (Deans) to which the non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences belongs regarding approval for admission to the programme or module. The director of the Administration, Information Provision and Control department (AIC) is mandated for the financial settlement.

These regulations do not apply to applicant and (re)applicants to Bachelor programmes and associate degree programmes.

1.3 Hardship clause

In exceptional cases, the Director of Administration, Information and Control (AIC) can disregard the sections of these regulations or deviate from them if in the best interest of the applicant or enrollee (or re-enrollee), insofar as this would lead to an exceptional case of extreme unfairness.

1.4 Legal validity

The provisions of these regulations are only legally valid if and insofar as they are not contrary to higher legislation or the funding conditions or general conditions of the Rotterdam University of Applied Sciences Foundation. Rights may only be derived from the relevant provisions of the regulations if the above is the case.

Paragraph 1

Funded Master programmes

Article 2

Registration for Funded Master

2.1 Previous education requirements

The following admissions requirements apply to the enrolment for a funded Master program in higher professional education (article 7.30b Higher Education and Research Act):

1. a. possession of a Bachelor degree level; or
b. the possession of knowledge, insight and skills on a Bachelor degree level in higher professional education (see also article (2.2)).

Furthermore:

2. the Deans can also set qualitative admission requirements in addition to the requirements set under section 1, a and b. These requirements will be included in the student handbook of the relevant Master programme (Education and Examination Regulations) and published on the relevant programme page on www.rotterdamuas.com;
3. the Executive Board will admit those who meet the requirements to a Master Programme. If the Executive Board has set a maximum number of students for the program and has published this on the relevant programme page on www.rotterdamuas.com, there is an extra admission requirement that this number not be exceeded.
4. the Executive Board will publish the procedure in a timely manner on the relevant programme page on www.rotterdamuas.com, based on which the admission will take place in the event that the number of prospective students for a Master programme exceeds the maximum number listed in the second section;
5. if there is a question of a qualitative admission requirement of students, the number of types must be at least two.

2.2 Previous education requirements not yet complete

If the applicant does not meet the admission requirements indicated in article 2.1 (article 7.30b WHW), and it can be reasonably expected that they will meet them within a reasonable period and in consideration of the latest application and enrolment date, they may be offered the option of remedying this by the relevant Master programme and thus meeting all of the admission requirements (article 7.30e Higher Education and Research Act). Only after the applicant has met the admission requirements can they be enrolled.

If the applicant does not have the required degree of a Bachelor degree (article 2.1 (b)), the applicant must take part in an organised assessment by the relevant Master programme. Assessors associated with the relevant Master programme will determine using previously set and published criteria whether the relevant applicant has sufficient knowledge, insight and skills of the level of a Bachelor degree in higher education as a minimum.

The programme or module can also choose not to use the testing office associated with the Rotterdam University of Applied Sciences for setting the required level. In this case the applicant has to choose from two externally validated testing agencies under the agreement that his relevant personal information will be shared with the agency. Costs associated with the assessment and other activities necessary for the admission to the relevant Master programme will be paid by the applicant.

The applicant passing the assessment will receive the declaration from the Master programme: Approved for admission to Master programme. This declaration only allows for admission for the subsequent academic year of the non-funded Master programme for which approval has been granted.

For the content of this specific regulation we refer you to the relevant programme or module page of www.rotterdamuas.com.

2.3 Admission requirements not applicable pursuant to the Lisbon Accord.

A special diploma evaluation procedure is in place for anyone wishing to gain admission on the basis of a foreign diploma. Information about the above can be obtained from the Student Service Center Department (SSC) at Rotterdam University of Applied Sciences.

Under the conditions of the Convention on the Recognition of Higher Education Qualifications in the European Region, applicants (students) will be admissible unless the Executive Board at Rotterdam University of Applied Sciences has demonstrated that a significant difference exists between the general requirements relating to admission in the country in which the qualification in question was attained and the general requirements applicable under or pursuant to the WHW (article 7.30d).

2.4 Command of the Dutch language

If an applicant has been admitted on the basis of a foreign diploma, he will be required to successfully complete an assessment on the Dutch language. This assessment must be one of the assessments below:

- the NT2 exam offered by Rotterdam University of Applied Sciences or;
- the NT2 state exam, programme II.

2.5 Command of the English language

The requirement that the applicant must pass a Dutch language exam does not apply to any Master programme taught in English (Article 7.2 of the Higher Education and Research Act, WHW).

In accordance with the 'Code of Conduct for International Students' (Article 4.2 Code of Conduct), the Master programme establishes which minimum language requirements applicants are to meet for English language education. Where appropriate, this will be stated on the specific programme's web-page on www.rotterdamuas.com and in the Student Handbook for the institute under which the Master programme in question falls.

2.6 Enrolling as a student or external student

Enrolment is possible if a student or external student pursuant to article 7.32 (5) if:

1. has Dutch nationality or is treated as a Dutch citizen by virtue of a statutory provision;
2. is a foreign national and younger than 18 on the first day of the Master degree programme for which an applicant wishes to enroll for the first time;
3. is a foreign national and 18 or older on the first day of the Master programme for which an applicant wishes to enroll for the first time and is legally resident in the Netherlands in the sense of Section 8 of the Aliens Act of 2000;
4. is a foreign national and is residing outside the Netherlands on the first day of the Master degree programme for which an applicant wishes to enroll for the first time;
5. is a foreign national, no longer meets one of the conditions stipulated under 2, 3 or 4 and was previously enrolled for a Bachelor programme or associate degree programme Master programme of an institution at which the Master programme is still being attended and is not yet complete.

If a student enrolls and it is afterwards found that enrolment did not take place in accordance with the conditions set out above for whatever reason, the enrolment of the student or external student in question will be terminated immediately.

Furthermore:

6. Applicants must have met all enrolment and payment conditions by 31 August 2019, unless Article 7.47a of the WHW applies.
7. To be able to meet all of these conditions, applicants must submit their applications via Studielink no later than 31 July, 2019. Under certain circumstances, the Deans can decide to allow an application to be submitted between 1 August and (at the latest) 31 August 2019.
8. Enrolment between 1 August 1 and (at the latest) 31 August 2019 is no longer possible via Studielink, but only with approval from the Deans and with the submission of a written request to the Student Service Center (SSC) of Rotterdam University of Applied Sciences.
9. Enrolment during the course of the academic year is possible in three situations:
 - a. the Master programme has a regular intake in February or at another moment during the year. In this case, the regulations on assessment (article 2.2) are applicable with amended deadlines;
 - b. the applicant already has an active enrolment with Rotterdam University of Applied Sciences in the academic year in question and wants to change (transfer/switch) from one Master programme or form of programme to another (see Article 1.6.3); The Dean for the relevant the Master degree programme must approve this. Requests to transfer/switch may be submitted to the Student Service Center until 1 June of the academic year in question;
 - c. the student applicant already has an active enrolment with a different institution for higher education for that academic year and wants to transfer to a Master programme at Rotterdam University of Applied Sciences. The Dean for the relevant the Master degree programme must approve this. Requests to transfer from other educational institutions may be submitted to the Student Service Center until 1 October 2019 of the academic year in question.

10. The Rotterdam University of Applied Sciences has procedural rules for enrolment. Applicants will be notified in writing of these rules in the relevant programme brochure. The applicant:
 - a. will receive a notification about the payment of tuition fees via Studielink;
 - b. pays his tuition fees via the digital direct order in Studielink (to be confirmed by themselves or their parents/guardians or a third party), a guarantee from their employer or proof of paid tuition fees;
 - c. will always be jointly and severally liable for the payment of tuition fees, even in a situation in which the employer has issued a letter of guarantee;
 - d. enrolment will only be effected once proof has been submitted, demonstrating that the tuition fees or examination fees have been paid within the period of time allotted for this purpose. The same applies for a second enrolment. No other monetary contribution will be attached to enrolment.
 - e. When a debt is accrued at Rotterdam University of Applied Science, the policy is that the debts must be repaid during the course of the current academic year. Applicants will not be able to enrol (or re-enrol) if an outstanding debt has not been repaid.
11. Applicants who are enrolled will receive proof of enrolment (a student card) from Rotterdam University of Applied Sciences.
12. Enrolment as an external student will only be possible if the Executive Board believes that the nature or importance of the education does not oppose this.
13. Applicants must submit enrolment requests via Studielink.
14. The following rules will apply for anyone who is enrolled as a student at Rotterdam University of Applied Sciences in a specific academic year and who wishes to continue his enrolment (Master programme, including form of programme) in the (new) academic year following the academic year in question (a student of this nature is also referred to as a 're-enrolment student'):
 - a. the student will submit a re-enrolment request via Studielink. This request must be submitted via Studielink before 1 September 2019, except where legislation stipulates otherwise;
 - b. the student will receive a notification about the payment of tuition fees via Studielink;
 - c. the student pays his tuition fees via the digital direct order in Studielink (to be confirmed by themselves or their parents/guardians or a third party), a guarantee from their employer or proof of paid tuition fees;
 - d. the student will always be jointly and severally liable for the payment of tuition fees, even in a situation in which the employer has issued a letter of guarantee;
 - e. the student will be enrolled once the tuition fees due have been paid in full (directly or via a direct debit mandate) or once the student has submitted proof evidencing his payment of tuition fees to another institution for higher education. Students must ensure in all cases that the payment of tuition fees is in order before 1 September 2019;
 - f. Rotterdam University of Applied Sciences reports the enrolment to the DUO in Groningen;
 - g. The student will receive proof of enrolment (or re-enrolment) from Rotterdam University of Applied Sciences.

Article 3

Tuition Fees and Examination Fees for Funded Master Programme

3.1 General provisions on tuition fees and examination fees

The following general provisions pertain to tuition fees and examination fees:

1. an applicant will be required to pay statutory tuition fees or institutional tuition fees for each academic year in which the Executive Board has enrolled him for a Master programme at Rotterdam University of Applied Sciences. The student will be able to pay the tuition fees in installments, in accordance with a payment schedule to be decided on by Rotterdam University of Applied Sciences. The maximum administration costs that may be charged in this respect are provided for by law;
2. an external student will be required to pay examination fees for each academic year in which the Executive Board has enrolled him for a Master programme. The Executive Board will establish the level of examination fees to be paid. These examination fees must always be paid immediately and in full;
3. the amount of the statutory tuition fees, the institutional tuition fees and examination fees will be published annually before April 1 for future students via www.rotterdamuas.com given the exception of governmental rulings that are established or published after this date.
4. the amount of the full statutory tuition fees is determined by general rules of governmental decree. The amount of the partial statutory tuition fees is also established by the Executive Board and will be an amount between a certain minimum and maximum amount. These amounts will be established under or pursuant to governmental decree (Section 7.45 of the Higher Education and Research Act);
5. The Executive Board establishes rules of a procedural nature, which will make it possible to establish which students will be required to pay statutory tuition fees and which students will be subject to the institutional tuition fees.
The Executive Board will also establish rules of a procedural nature to establish which examination fees external students are required to pay.

3.2 Statutory tuition fees

1. A student who enrolls as a Master student is required to pay the statutory tuition fee based on Article 7.45 of the WHW. In other words, statutory tuition fees must be paid by students who belong in one of the groups of persons as intended in Article 2.2 of the Student Finance Act 2000 or are a national of Suriname.
An additional requirement to enrol in a Master programme is that the Basic Register of Higher Education Study Programmes shows that the student has not earned a Master's degree at a funded institution in connection with initial education since 1 September 1991, as intended by Article 7.10a of the WHW.
2. The condition referred to in Paragraph 1(a) will not apply for students who are enrolled for the first time in a Master programme in the area of education or health care.
3. A student who meets the requirements above and who is enrolled for full time study must pay the full statutory tuition fee as indicated in article 7.45 (1) .
4. A student who meets the conditions referred to above and who is enrolled for a part-time or dual Master programme will be required to pay part of the statutory tuition fees, being an

- amount to be determined by the Executive Board, which shall be between an amount to be determined under or pursuant to governmental decree and the full statutory tuition fees.
5. If a student in section 1 is attending more than one Master programme and the Master programme for which they were first enrolled is completed successfully, this student will be required to pay the statutory tuition fees for the remaining part of his study time. In that case, the amount due will be calculated proportional to the number of months remaining in the academic year.
 6. Where the condition referred to in Paragraph 1(a) is concerned, a student who has attained a Master's degree will be equated with:
 - a. a student who has successfully completed the final examination of a programme in offered by a university as referred to in Section 7.3 of the Higher Education and Research Act, as this section read on 31 August 2002;
 - b. a student who has successfully completed the final exam for a programme offered by a university pursuant to Section 18.14 of the Higher Education and Research Act; and
 - c. a student who has successfully completed the final exam for a programme offered by a university pursuant to Section 18.15 of the Higher Education and Research Act.

3.3 Institutional tuition fees

Institutional tuition fees

1. The student who enrolls for a Master programme is to pay the institutional tuition fee set by the Executive Board which is at least equal to the statutory tuition fee if the student does not fulfil the requirements as listed in article 3.2 above.
2. The Executive Board can set varying institutional tuition fees per Master programme or group of Master programmes or groups of students.
3. The Executive Board will adopt rules relating to the application of this article. If the student referred to in Paragraph 1 finds that he is able to meet the conditions referred to in Article 3.2(1) of the Study Handbook funded Masters or Section 7.45(2) of the Higher Education and Research Act
 - a. he will be required to pay statutory tuition fees for the remaining part of the academic year, at his request;
 - b. the Executive Board will refund the institutional fees already paid for the remainder of the study year to the student.

3.4 Reduction of or exemption from tuition fees

If the student referred to in Article 3.2 is enrolled for a Master programme at this or another funded institution with the exception of with the exception of the Open University, he will be exempted from the payment of tuition fees for the second enrolment, except where the amount paid or to be paid for the first enrolment is lower than the statutory tuition fees. situation, the difference will be due.

A student will only be required to pay a part of the statutory tuition fees due from him, if the student enrolls during the academic year. In that case, the amount due will be calculated proportional to the number of months remaining in the academic year.

Article 4

Regulations relating to legal protection for funded Master programmes

This article addresses complaint and dispute options for students, external students, applicants, future external students and future students.

4.1 Complaints & Disputes Office

There is a Complaints & Disputes Office. All complaints and disputes will be submitted to this office in the form of a written complaint, which will be understood to mean a letter or a complaints form that is submitted digitally. Before a complaint or dispute is submitted to the Complaints & Disputes Office, checks must be made as to whether the complaint or dispute has already been submitted to the individual's own School/department. This is called the preliminary phase.

The office will send a confirmation of receipt to the individual who submitted the complaint or dispute in question, in which it will indicate the party to which the complaint or dispute has been forwarded for handling.

The Complaints & Disputes Office will archive all completed complaints and disputes, which will enable it to issue annual reports. This annual complaints report is part of the annual report that Rotterdam University of Applied Sciences publishes.

4.2 Complaints and Disputes under or pursuant to the Act

1. Complaints

Individuals will have a general right to submit a complaint. The complaint will usually primarily be dealt with by the Institutional Management at the preliminary stage. Should it be found that the Institutional Management has not handled a complaint to the satisfaction of the student or group of students in question, the said student or group of students will be able to apply to the Executive Board in writing, via the Complaints & Disputes Office.

Complaints will be handled in a manner that corresponds with the way in which complaints are handled in Title 9.1 of the General Administrative Law Act (*Algemene wet bestuursrecht*); see the Complaints Procedure, which has been included as an appendix to this document.

2. Exam Board and examiners

In the Regulations for Exam Boards and examiners (see the appendix to this Student Handbook), Articles 5 and 6 set out the duties and powers conferred on the Exam Boards and examiners. Students can submit a written complaint against the decisions of Exam Boards and examiners.

3. Regulations for the Advisory Appeal Board (AAB)

The Advisory Appeal Board is an independent advisory committee that has been established by law. It advises the Executive Board about any type of dispute that is not dealt with by the Examinations Appeals Board (see Appendix 3).

4. The Examinations Appeals Board

The Examinations Appeals Board is an independent board that has been created by law. The Examinations Appeals Board decides exclusively on judicial appeals lodged by students or external students against the Exam Board and examiners (see Appendix 4).

5. The Hague Higher Education Appeal Tribunal (HEAT)

Students will be able to lodge appeals with the Higher Education Appeal Tribunal against a decision regarding a dispute.

Students will be able to appeal against a decision of the Examinations Appeals Board or a decision of the Executive Board on the basis of advice from the Advisory Appeal Board.

6. Submission period

The period for the submission of an objection or appeal will be six weeks. The period will begin on the day after the one on which the decision is issued.

7. Official provisional ruling of the Advisory Appeal Board/Examinations Appeals Board

If an objection is submitted against the refusal of enrolment or an appeal is submitted against a negative binding study recommendation, the student will officially receive a provisional ruling, which allows the student to continue to attend the study programme whilst awaiting the decision from the Executive Board or the decision from the Examinations Appeals Board. This official provisional ruling will expire after the decision from the Executive Board or the decision from the Examinations Appeals Board.

Only information concerning the official provisional ruling given by the Complaints & Disputes Office and/or the Exam Board will be legally valid. If an official provisional ruling is given as part of a binding study recommendation or an enrolment respectively, information given by the Head of Student Affairs on behalf of the Institutional Management or Student Service Centre respectively on behalf of the Dean of Administration, Information and Control will also be legally valid.

4.3 Additional procedures put in place by the Institutional Management

Complaints procedure in relation to discrimination, intimidation, harassment, aggression and violence (undesirable conduct). Anyone who is the victim of discrimination, intimidation, harassment, aggression or violence can approach a confidential counsellor or lodge a complaint with that complaints committee. A complaint can be lodged up to three years after the date on which the incident in question took place. For more information, see the appendix on Complaints Procedure for Undesirable Behaviour in the Student Handbook for the Master programmes.

Paragraph 2

Non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.

The general terms and conditions of the Rotterdam University of Applied Sciences Foundation apply regarding agreements and performance in the private (non-public) domain to all offers and tenders made by the contractor (the Rotterdam University of Applied Sciences Foundation, hereinafter referred to as the Rotterdam University of Applied Sciences) and to all of its agreements with a client (natural or legal person). The general terms and conditions also apply to any agreement in which the contractor provides services to a client, to the extent that these are related to activities in the private domain, unless a written agreement expressly deviates from these provisions. In that case, that set forth in the written agreement take priority over the general terms and conditions which remain in effect for the rest.

The general terms and conditions of the Rotterdam University of Applied Sciences Foundation regarding agreements and services in the private (non-public) domain are published on the relevant programme page on www.rotterdamuas.com and in the event of an offering/enrolment, sent to the enrollee with the written confirmation of enrolment.

The authorizations regarding non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences have been mandated by the Executive Board to the dean of the relevant institute (Deans) to which the non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences belongs regarding approval for admission to the programme or module. The director of the Administration, Information Provision and Control department (AIC) is mandated for the financial settlement.

Article 5

Enrolment in non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.

5.1 Previous education requirements

The admission requirements for enrolment in non-funded (post-initial) Master programmes at the Rotterdam University of Applied Sciences are:

1. a. possession of a Bachelor's degree; or
b. the possession of knowledge, insight and skills on a Bachelor degree level in higher professional education as a minimum (see also article (5.2).

furthermore

2. The Deans can also set qualitative admission requirements in addition to the requirements set under paragraph 5.1.1 part a and b. These requirements are included in the student handbook of the relevant non-funded (post-initial) Master programme (programme and examination regulation) or on the relevant programme or module page of www.hr.nl/posthbo for all non-accredited forms of programmes and modules of the Rotterdam University of Applied Sciences.
3. The Deans will admit those who meet the requirements to the non-funded (post-initial) Master programmes or to a non-accredited form of education or module of the Rotterdam University of Applied Sciences. If the Deans set a maximum number of students for the programme or module and has published this on the relevant programme or module page on www.rotterdamuas.com or www.hr.nl/posthbo, there is an additional admission requirement that this number may not be exceeded.
4. If there is a question of a qualitative admission requirement of students, the number of types must be at least two.
5. The Deans will announce the procedure in a timely manner on how admission will proceed in the case the number of prospective students for a non-funded (post-initial) Master program or for a non-accredited form of programme or module of the Rotterdam University of Applied Sciences should exceed the maximum indicated in section one. In addition, the Deans will publish the procedure on www.rotterdamuas.com (Master programmes) or www.hr.nl/posthbo.
6. In case of admission based on a foreign diploma a special diploma evaluation procedure shall apply. Information about this procedure can be obtained at the Student Service Center of the Rotterdam University of Applied Sciences.

5.2 Previous education requirements not yet complete

If the applicant does not meet the admission requirements indicated in article 5.1 (article 7.30b Higher Education and Research Act), and it can be reasonably expected that they will meet them within a reasonable period and in consideration of the latest application and enrolment date, they may be offered the option of remedying this by the relevant Master programme or a non-accredited form of programme or module of the Rotterdam University of Applied Sciences thus meeting all of

the admission requirements. Only after the applicant has met the admission requirements they can be enrolled.

If the applicant does not have the required degree of Bachelor (admission requirement (article 5.1 (b)), the applicant must take part in organised assessment by the relevant non-funded (post-initial) Master. Assessors associated with the relevant programme or module will determine using previously set and published criteria whether the relevant applicant has sufficient knowledge, insight and skills on the level of a Bachelor in higher professional education.

The programme or module can also choose not to use the testing office associated with the Rotterdam University of Applied Sciences for setting the minimum requirements. In this case the applicant has to choose from two externally validated testing agencies under the agreement that his relevant personal information will be shared with the agency. Costs associated with the assessment and other activities necessary for the admission to the relevant Master programme will be paid by the applicant.

The applicant passing the assessment will receive the declaration from the programme or module: Approved for admission to programme. This declaration only allows for admission for the subsequent academic year of the non-funded Master programme or to a non-accredited form of programme or module for which approval has been granted.

For the content of this specific regulation we refer you to the relevant programme or module page of www.rotterdamuas.com (Master programmes) or www.hr.nl/posthbo.

5.3 Command of the Dutch language

For the non-funded (post-initial) Master programme or non-accredited form of programme or module of the Rotterdam University of Applied Sciences offered in a language other than Dutch, this will be published in the student handbook of the relevant programme or module.

The Master programme or non-accredited form of programme or module of the Rotterdam University of Applied Sciences will determine, pursuant to the "Code of Conduct for International Students" (article 4.2 Code of Conduct), the minimum language requirements the applicant must meet for programmes including Dutch and English language programmes and will publish this on the Master programme specific page of www.rotterdamuas.com or on www.hr.nl/posthbo for non-accredited forms of programme or modules of the Rotterdam University of Applied Sciences.

5.4 Registration as a module participant

1. Enrolment as a module participant in a non-funded (post-initial) Master programmes or non-accredited forms of education and modules at the Rotterdam University of Applied Sciences is open to those who:
 - a. fulfil the admission requirements set by the Deans. These can be found at www.rotterdamuas.com of the relevant non-funded (post-initial) Master programme or on www.hr.nl/posthbo for a non-accredited form of education and modules of the Rotterdam University of Applied Sciences and;
 - b. closed an agreement with the Rotterdam University of Applied Sciences for the entire published term of the non-funded (post-initial) Master programme or a non-accredited form of programme or module of the Rotterdam University of Applied

Sciences in which at least the payment and possible reimbursement options of the module and examination fees and other amounts are disclosed.

2. Participants must submit a request via Studielink for enrolment in the non-funded Master programmes at the Rotterdam University of Applied Sciences. This rule does not apply to the Management & Innovation Master programme.
3. Placement for participation occurs for a Master programme and for a non-accredited form of programme or module of the Rotterdam University of Applied Sciences, if and to the extent that the applicable participation conditions are met, in sequence of receipt of the application form or the digital application/confirmation. The Rotterdam University of Applied Sciences reserves the right to place applicants on a waiting list for enrolment.
4. If the enrolment is successful, the student will receive a student card or another form of proof of enrolment provided by the Deans.
5. Enrolment will only be effected once proof has been produced to show that the tuition fees or examination fees have been paid within the period of time allotted for this purpose. The same applies for a second enrolment. Enrolment will not be made dependent on any other financial contribution.
6. When debts are accrued at Rotterdam University of Applied Science, the policy is that these debts must be repaid during the course of the current academic year. Applicants will not be able to enrol (or re-enrol) if an outstanding debt has not been repaid.
7. Refusal of enrolment occurs in writing and with substantiation, as well as with an explanation of the option to file an appeal against the refusal with the Deans pursuant to article 7 of this regulation. Reimbursement of the module and examination fees will occur pursuant to that stated in the agreement as listed in number 1 sub b.
8. Enrolment can be withdrawn and/or terminated by the university pursuant to the reasons listed in the document General Terms and Conditions of the Rotterdam University of Applied Sciences regarding agreements and performance in the private (non-public) domain.
9. Enrolment during the course of the academic year is possible in two situations:
 - a. the Master programme or non-accredited form of education or module of the Rotterdam University of Applied Sciences has an intake date other than September. In this case, the regulations on assessment (article 5.2) and the other admission requirements that are subject to alternative deadlines will apply;
 - b. the Deans can admit an applicant meeting the set admission requirements (article 5.1) of the relevant Master programme for their own reasons or to a non-accredited form of programme and modules at the Rotterdam University of Applied Sciences.
10. Enrolment as an external student will only be possible if the Executive Board believes that the nature or importance of the education does not oppose this.

Article 6

Tuition fees and examination fees for non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.

6.1 General provisions on tuition fees and examination fees

The Executive Board will decide on an annual basis the amount of the tuition fees and examination fees, which will replace previous decisions regarding the tuition and examination fees. The set tuition and examination fees are included in the student handbook of the relevant Master programme or on the relevant programme or module page of Rotterdam University of Applied Sciences www.rotterdamuas.com (Master programme) or www.hr.nl/posthbo

The Executive Board has mandated the powers that the institution is able to exercise on the basis of these statutory provisions regarding the enrolment of a student for non-funded (post-initial) Master programmes and non-accredited programmes and module of the Rotterdam University of Applied Sciences to the Director of the Administration, Information Provision and Control executive department.

6.2 Tuition fees and examination fees

The Rotterdam University of Applied Sciences will announce offerings via suitable media such as advertisements, direct mailings, internet and the like. The offering with the information on the tuition and examination fees will be dated and is valid during the period, or if a period is not indicated, for thirty (30) days after publication.

A targeted offering will be published in writing. The same validity date of a targeted offer applies as that above.

The tuition and examination fees reported in the offer is set and expressed in Euros and includes all costs necessary to provide the goods and services at the set location and for the set term, with the exception of the VAT owed and nothing else is agreed.

If there is no other payment deadline, the student must pay within thirty (30) days after the invoice date, without discount, deduction or debt compensation being permitted.

6.3 Reduction of or exemption from tuition and examination fees

Reduction of tuition and examination fees is only possible if the applicant meets the set rules regarding discounts.

There is no exemption from tuition and examination fees for Master programmes at the Rotterdam University of Applied Sciences, unless the Dean of the institute the Master programme belongs to decides otherwise.

6.4 Termination of the agreement; cancellation

The agreement can be dissolved (enrolment) by the applicant (client) within fourteen days after conclusion of the agreement remotely with regard to an educational service without giving a reason.

There is no right to cancellation if the Master programme or a non-accredited form of programme or module of the Rotterdam University of Applied Sciences has been started by the student before the fourteen days is up. The start of the programme or module is understood to be the issuing of access to educational materials offered in an electronic manner.

In the event of a cancellation by the future student in the period of 8 to 4 weeks prior to the official start according to the publication date stated on www.hogeschoolrotterdam.nl of the Master programme or a non-accredited form of programme or module of the Rotterdam University of Applied Sciences, 5% of the total tuition and examination fees is due, which is separate from more detailed provisions per Master programme or non-accredited form of programme or module of the Rotterdam University of Applied Sciences on possible reimbursement of tuition and examination fees.

If the cancellation takes place in the period from 4 to 2 weeks prior to the start, 50% is owed; and 75% for cancellation in the last 2 weeks before the start.

The applicant (future student) can, for cancellation prior to the official start of non-funded (post-initial) Master programmes or to a non-accredited form of education or module of the Rotterdam University of Applied Sciences, make a written request to the relevant Dean to have their place (enrolment) be filled (replaced) by another natural person. It expressly applies that this person (future student) fulfils all of the entrance requirements (admission requirements) before the start of Master programmes or to a non-accredited form of education or module of the Rotterdam University of Applied Sciences.

If according to the exclusive judgment of the contractor there are special and/or serious circumstances, the Dean can decide to annul in whole or in part the payment obligations of the client as intended for this.

The Dean can, without owing any damage compensation, annul its agreement with the student (client) in whole or in part by registered with immediate effect and without legal intervention.

1. the student is in bankruptcy;
2. the student files bankruptcy or bankruptcy is claimed for the student;
3. (temporary) suspension of payment is granted to the student;
4. an agreement with the student's creditors is reached;
5. the student loses free access to (a substantial part of) their assets, such as through seizure;
6. the student has to close their enterprise or a significant part thereof, including liquidation of the enterprise or merger of the enterprise in a company to be formed or one which already exists;
7. a decree is made which removes the status of legal person from the student;
8. the student must subject to a cession of property;
9. third parties, non-group or subsidiary companies as intended in respectively the articles 2.24a and 2/24b of the Dutch Civil Code, getting direct or indirect control of the student's activities;

10. the student does not fulfil their obligations in the agreement in whole or in part, or acts contrary to the agreement and/or the conditions of supply.

Release from the agreement must occur in writing and is only final after confirmation from the Deans on behalf of the Rotterdam University of Applied Sciences.

Institutional Management can decide that certain assessment results attained will not be valid for a period in excess of five years. The period of validity for assessments successfully completed can only be restricted if the knowledge, insight and skills that were assessed have demonstrably become outdated. This must be included in the study programme-specific part of the Education and Examination Regulations.

The Rotterdam University of Applied Sciences has the right to unilaterally cancel the agreement after it is concluded in cases in which a non-funded (post-initial) Master programme or non-accredited form of programme or module of the Rotterdam University of Applied Sciences is cancelled, because there were not enough participants. This is decided by the Deans.

If a non-funded (post-initial) Master programme or a non-accredited form of programme or module of the Rotterdam University of Applied Sciences is cancelled due to lack of participation, the student does not owe the tuition and examination fees and any fees already paid will be reimbursed.

In the event of cancellation by the Rotterdam University of Applied Sciences, the Rotterdam University of Applied Sciences is not obligated to reimburse all expenses, such as participation in an assessment.

Diplomas will only be issued if all of the payment obligations have been fulfilled.

Article 7

Registration for the legal protection of non-funded (post-initial) Master programmes and all non-accredited forms of education and modules at the Rotterdam University of Applied Sciences.

7.1 Regulations relating to legal protection

There is a separate judicial process as regards complaints and disputes of a private legal nature within the framework of a private legal agreement in the educational sphere and associated activities. Regulation regarding the handling of complaints and disputes within the framework of private activities of the Rotterdam University of Applied Sciences, which is an inextricable part of the document added as appendix 5.

7.2 The submission period

Submission of the documents must occur within a reasonable period. Also see appendix 5.

Appendix 1

Overview of for funded and non-funded (post-initial) Master programmes at the Rotterdam University of Applied Sciences Academic year 2019-2020

Funded Master programmes (as of October 1, 2018)

NAME	INSTITUTE	DURATION	LANGUAGE	FORMAT	START
Advanced Nursing Practice	The School of Health Care (IVG)	2 years	Dutch	dual-track	September
Architecture	The School of Built Environment (RAvB/IGO)	4 years	Dutch	part time	February September
Design	Willem de Kooning Academy (WdKA)	2 years	Dutch	part-time	September
Fine Art and Design - Fine Art - Lens Based media - Experimental Publishing -	Piet Zwart Institute (WdKA)	2 years	English	full time	September
International Supply Chain Management (Executive programme in part-time, duration 2 years)	Rotterdam Business School (HRBS)	1 year	English	full time	February September
Education in Arts	Piet Zwart Institute (WdKA)	2 years	Dutch/ English	part time	September
Interior Architecture & Retail Design	Piet Zwart Institute (WdKA)	2 years	ENG	full time	September
Leren & Innoveren	The School of Education (IVL)	2 years	Dutch	part time	September
Pedagogy	The School of Social Work (ISO)	2 years	Dutch	part time	September
Physician Assistant (General PA and Clinical Midwife PA)	The School of Health Care (IVG)	2.5 years	Dutch	dual-track	September
River Delta Development	The School of Built Environment (IGO)	1.5 year	English	full time	September
Urban Planning	The School of Built Environment (IGO)	4 years	Dutch	part time	February September

Non-funded Master programmes (as of October 1, 2018)

NAME	INSTITUTE	DURATION	LANGUAGE	FORMAT	START
Begeleidingskunde	The School of Social Work (ISO)	2.5 year	Dutch	part time	September
Consultancy and Entrepreneurship	Rotterdam Business School (HRBS)	1 year	English	full time	February September
Finance and Accounting	Rotterdam Business School (HRBS)	1 year	English	full time	February September
Management and innovation in social organizations/ VO Management	The School of Social Work (ISO)	13 months	Dutch	part time	November
Manual Therapy	The School of Health Care (IVG)	3 years	Dutch	part time	September
Sports Physiotherapy	The School of Health Care (IVG)	3 years	Dutch	part time	January
Pediatric Physiotherapy	The School of Health Care (IVG)	3.5 years	Dutch	part time	September

Appendix 2

Complaint Regulations (public domain)

Article 1

Definition

A complaint is defined as follows: a complaint in the sense of Section 7.59b of the WHW is an expression of dissatisfaction by a student/applicant or external student/prospective external student regarding an action by a person or body associated with Rotterdam University or about the quality of facilities, which complaint was not settled to the satisfaction of the complainant during at the initial stage. The object of a complaint is to obtain an opinion or decision from Rotterdam University of Applied Sciences.

Article 2

Submission

1. Complaints must be submitted in writing either by letter or via the digital complaint form to the Complaints and Disputes Office.
2. The Complaints and Disputes Office sends a confirmation of receipt and forwards the complaint to the competent body.

Article 3

Person handling the complaint

In principle, a complaint will be handled by institutional management or by department management. However, the Executive Board may decide to handle a complaint itself.

Article 4

Opportunity to be heard

1. The person handling the complaint will give the complainant and the person to whose actions the complaint pertains an opportunity to be heard.
2. It is possible to forgo hearing a complainant if:
 - a. the complaint is clearly unfounded;
 - b. the complainant has declared that he does not wish to avail himself of the right to be heard, or
 - c. the complainant fails to declare within a reasonable period set by the administrative body that he wishes to avail himself of the right to be heard.

Article 5

The processing period

1. Complaints will be processed within six weeks of the written complaint being received.
2. The person handling the complaint may adjourn the processing of the complaint for no more than four weeks. The complainant and the person to whose actions the complaint pertains will be notified of the adjournment in writing.

Article 6

Completion

The person handling a complaint will provide the complainant with a written, reasoned notification of the findings that have ensued from the investigation into the complaint in question, his decision on the complaint and details of any consequences that may arise as a result. The person handling the complaint will send a copy of the above to the Complaints and Disputes Office.

Article 7

Judicial appeal

If the person handling a complaint fails to resolve the complaint in a manner that is satisfactory to the student, the student or group of students in question may have recourse in writing to the Executive Board. The Executive Board may assess the complaint both in terms of its content and the procedures followed. When submitting a complaint, students may request assistance and advice from the student counsellor. However, the student counsellor will not act as the adviser of the student in question during the proceedings.

Article 8

Inadmissibility

1. The person handling the complaint will not be obliged to process the complaint if it relates to conduct;
 - a. that has been the subject of a complaint submitted and processed on a previous occasion,
 - b. that took place more than one year before the date on which the complaint was submitted,
 - c. about which the complainant could have submitted an administrative appeal,
 - d. against which the complainant is able to submit a judicial appeal.
2. The person handling the complaint is not obliged to process the complaint if the interests of the complainant or the importance of the conduct in question is clearly insufficient.
3. The complainant will be informed as quickly as possible if it is decided not to process a complaint, however no later than four weeks after the date on which the complaint was received. The copy of this notification will be sent to the Complaints and Disputes Office. If the complainant is not in agreement with the viewpoint of the person handling the complaint, he may have written recourse to the Executive Board.

Article 9

Final stipulation

These regulations entered into force on 1 September 2011 and may be cited as the Complaints Regulations.

Appendix 3

Regulations for the Advisory Appeal Board (public domain)

Article 1

Definitions

A dispute will be made known through the preparation of a written administrative appeal, or through the submission of a judicial appeal by a student/applicant or external student/future external student, against a decision that has been taken by a body at Rotterdam University of Applied Sciences, not being a decision of general application or in the sphere of private law.

Article 2

The Advisory Appeal Board

1. An Advisory Appeal Board is in place at Rotterdam University of Applied Sciences. It may be used by students, external students and other interested parties (Article 7.63a, paragraph 1 of the Higher Education and Research Act (Higher Education and Research Act)). The members of the Advisory Appeal Board will be functionally independent.
2. consists of a Chairperson and at least two members. The chairperson is not a part of and is not active under the responsibility of the administrative body.
3. The Advisory Appeal Board will arrive at a decision regarding the application of Article 7:4(6), and article 7:5 (2) of the general administrative law.
4. makes recommendations to the institutional administration on complaints regarding other decisions or the lack thereof based on this law and those based on regulations other than those referred to in Article 7.61.

Article 3

Submitting disputes

1. Disputes must be submitted in writing to the Complaints and Disputes Office (klacht@hr.nl).
2. A dispute must be submitted within a period of six weeks after the date on which the decision to which the dispute pertains is made known.
3. The document in which a dispute is submitted must be signed and dated and include the name and address of the person submitting the dispute, together with a detailed description of the dispute and any circumstances that apply. This document should preferably also be accompanied by (copies of) written documents that substantiate or explain the background to the dispute. The person submitting the dispute must clearly indicate the grounds for the dispute and the reasons for its submission.
4. The person submitting the dispute will receive a confirmation of receipt.

Article 4

Amicable settlement

The Advisory Appeal Board will take steps to establish whether it is possible for the parties to achieve an amicable settlement.

Article 5

The fast-track procedure

In cases that require a rapid response that cannot be delayed, the Chairman or Deputy Chairman may decide that the Advisory Appeal Board is to issue a recommendation to institution management as quickly as possible.

The Chairman or Deputy Chairman will decide whether a rapid response is needed within one week of the date on which an administrative appeal is received and will convene a session if this is indeed the case. Where public institutions are concerned in this situation, institution management will arrive at a decision within four weeks of the date on which an administrative appeal is received by the facility and will do so in derogation from Section 7:10 of the General Administrative Law Act (Algemene wet bestuursrecht).

Article 6

The right to hear and be heard

1. Cases will be heard by the Committee. The Committee will be entitled to assign the hearing of cases to the Chairman or to a member of the Committee that does not form part of and is not employed subject to the responsibility of the administrative body.
2. It is possible to forgo hearing an interested party if:
 - a. the administrative appeal is clearly inadmissible,
 - b. the complaint is clearly unfounded;
 - c. the interested party has declared that he does not wish to avail himself of the right to be heard,
 - d. the interested party fails to declare his wish to avail him of the right to be heard within a reasonable period of time set by the administrative body, or
 - e. the administrative appeal is upheld in full and, as such, the interests of other parties remain unaffected.
3. A representative of the administrative body will be invited to attend hearings and will be given the opportunity to explain the position of the administrative body.

Article 7

Recommendation

The recommendation made by the Committee will be issued in writing to the Executive Board and will include a report on the hearing in question.

Article 8

Decision

1. Once the recommendation of the Advisory Appeal Board has been received, the competent authority (the Executive Board) will make a decision as quickly as possible, but always within a period of 10 weeks. The decision will be announced in writing and will be accompanied by the recommendation.
2. If a decision on an administrative appeal does not reflect the recommendation made by the Committee, the reason for this will be stated in the decision and will be enclosed with the decision.

Article 9

Entry into force

These rules and regulations will enter into force on 1 September 2010 and may be cited as the Regulations on the Disputes Advisory Committee.

Appendix 4

Regulations for the Examinations Appeals Board (EAB)

Article 1

The Examinations Appeals Board

Generally speaking, the submission of a judicial appeal to the Examinations Appeals Board must be regarded as a last resort: a judicial appeal will only be submitted once all other attempts to resolve a dispute have proved unsuccessful. In the majority of cases, it will be possible to resolve conflicts or complaints more quickly with the assistance of the student counsellor or the study career coach. If this proves unsuccessful, it is advisable to contact the student counsellor or the head of student affairs of the programme in question before submitting an official notice of judicial appeal. By doing this, the student can obtain information about the exact layout of and content required for a notice of judicial appeal, which other documents are to be included with the notice of judicial appeal and the deadline by which the judicial appeal is to be submitted.

Decisions that the Examinations Appeals Board makes will be binding for the competent authority and the student in question. It will not be possible to submit an appeal to any other higher authority at Rotterdam University of Applied Sciences. However, it is possible to lodge a judicial appeal with the Board of Appeals in The Hague.

1. The statutory tasks conferred on the Examinations Appeals Board
Rotterdam University of Applied Sciences has its own Board of Appeal for students, applicants, external students and other interested parties (Section 7.60 of the WHW). This Board has the powers that the Higher Education and Research Act confers on the Examinations Appeals Board. The Examinations Appeals Board may decide to convene Chambers (Section 7.60 of the Higher Education and Research Act). This has happened at Rotterdam University of Applied Sciences. Two Chambers have been created.
2. Composition of the Examinations Appeals Board
The Examinations Appeals Board is made up of a Chair, a Deputy Chair, members and possibly deputy members, all of whom are appointed by The Executive Board. The Chairman is not employed by Rotterdam University of Applied Sciences. The executive board must make a best efforts to appoint one member and, if applicable, one deputy member for each Chamber from among the student body of the Rotterdam University of Applied Sciences. The Central Representative Board will always be invited to nominate student members and any deputy student members.
3. Requirements relating to the Chairman and Deputy Chairman
The Chairman and Deputy Chairman must meet the requirements necessary for appointment to the position of judge at a district court, as referred to in Section 48(1) of the Judiciary (Organisation) Act (Wet op de Rechterlijke Organisatie).

Article 2

The powers conferred on the Examinations Appeals Board

1. The Examinations Appeals Board will have exclusive decision-making rights where judicial appeals submitted by students or external students relating to the following are concerned:

- a. the decisions referred to in Sections 7.8b(3) and (5) and Section 7.9(1) of the Higher Education and Research Act (Higher Education and Research Act) (as regards debarment decisions based on binding study recommendations);
 - b. decisions relating to the determination of the number of credits attained, as referred to in Sections 7.9a of the Higher Education and Research Act and also decisions relating to the successful completion of the final exam referred to in Section 7.9d of the Higher Education and Research Act;
 - c. decisions relating to the scope of an exemption, as referred to in Section 7.31a(3) of the Higher Education and Research Act;
 - d. decisions, not being decisions of a general nature, taken by virtue of the stipulations under or pursuant to Title 2 of Chapter 7 of the Higher Education and Research Act, with a view to admission to final examinations;
 - e. decisions taken by virtue of a supplementary request referred to in Sections 7.25(4) and Section 7.28(4) of the Higher Education and Research Act;
 - f. decisions by exam boards and examiners;
 - g. decisions taken by the committees referred to in Section 7.29(1) of the Higher Education and Research Act;
 - h. decisions taken by virtue of Sections 7.30a and 7.30b of the Higher Education and Research Act, with a view to admission to the programmes referred to in these sections.
2. A decision will be equated with a refusal to reach a decision. If a decision has not been taken within the period of time stipulated by law, or, if no period of time has been stipulated as referred to above, a decision has not been taken within a reasonable period of time, this will be deemed to be equivalent to a refusal to take a decision. A reasonable period of time is a maximum of three weeks.
 3. A judicial appeal may be submitted by the interested party in question, a student, prospective student or external student.

Article 3

Grounds for appeal

The judicial appeal referred to in Article 2 may be submitted in situations where:

- a. a decision is contrary to any generally binding regulation;
- b. the body responsible for taking the decision has clearly used its power for a purpose other than the one for which this power has been granted;
- c. the body in question could not, having considered the interests involved, reasonably have arrived at the decision in question;
- d. a decision is contrary to any other principle of proper administration that forms part of the overall sense of justice applicable.

Article 4

Duty to provide information

Bodies, staff and examiners at the institution will provide the Examinations Appeals Board with any information that the Board deems necessary for the performance of its duties.

Article 5

Submitting judicial appeals

The person submitting a judicial appeal (the appellant) will be required to abide by the procedures provided for in the rules of procedure applicable when seeking to achieve legal redress via the Examinations Appeals Board. The full text of the rules of procedure for the Examinations Appeals Board can be obtained from the Secretary and the student counsellors. A brief summary of the procedure that is most customary follows below.

1. The appeals period

Judicial appeals must be submitted within a period of six weeks. When calculating this six-week period, the school holidays indicated in the annual timetable for Rotterdam University of Applied Sciences will not be included. The period for submission of a judicial appeal will commence one day after the date on which the decision in question was announced. If notice of judicial appeal documentation will be submitted by post, this must have been delivered to the Complaints and Disputes Office.

If a notice of judicial appeal is not submitted on time, it will not be processed, unless the appellant is able to demonstrate that the appeals period was exceeded as a result of circumstances beyond his control.

2. Notices of judicial appeal

All notices of judicial appeal must meet a number of requirements:

- a. they must be signed;
- b. they must state the name and address and student number at the very least;
- c. all notices of judicial appeal must be dated;
- d. all notices of judicial appeal must indicate the decision in relation to which they are being submitted, as well as the body or member of staff that took that decision, and the grounds for the judicial appeal.

The written decision issued by the relevant body, against which the student wishes to appeal, must also be submitted with the notice of judicial appeal. This will not be possible sometimes: if the body concerned refuses to issue a decision or if the judicial appeal relates to an action and not a decision, for example. The appellant must clearly state the nature of his administrative appeal, why he believes that the decision must not be allowed to stand and what demand is being made. This may be written in simple language.

It is recommended that the assistance of the student counsellor or other expert be requested.

The notice of judicial appeal must be clearly legible (typed if possible), be addressed to the Examinations Appeals Board and be submitted to the Complaints and Disputes Office.

3. Admissibility

The admissibility of the person submitting the notice of judicial appeal will depend upon whether he has respected the statutory appeals period, upon any failure to observe the procedure applicable and upon whether the interests of the person concerned are directly affected by the disputed decision.

4. The settlement phase

The Chairman of the Examinations Appeals Board will request the parties involved to attempt to arrive at an amicable settlement. The relevant body will have a period of three weeks in which to do this. If a settlement has proved not to be possible, the body responsible for the decision against which the student has lodged a judicial appeal (the respondent) will submit a statement of defense. All documentation necessary and relevant for a judicial appeal must be included with the statement of defense. The body in question is entitled to request a postponement, which will enable it to put together a statement of

defense. The Chairman of the Examinations Appeals Board will reach a decision regarding requests of this nature. Further documents may be exchanged once this has taken place. The parties will be kept up to date by the Secretary.

5. The session

If it is not possible to achieve an amicable settlement, the judicial appeal submitted by the appellant will be processed by the Examinations Appeals Board. Parties will usually be invited to attend the relevant session of the Examinations Appeals Board. The parties will be informed of the date and time of this session in good time. Parties will also be entitled to obtain the assistance of a counselor arrange to be represented by an authorized representative. They will also be entitled to bring witnesses and experts along to the session. When requested to do so by one of the parties, the Chairman may decide to hold the session, or part of the session, behind closed doors. The names of the relevant witnesses and experts must be submitted to the Secretary no later than four days before the start of exams of the relevant session of the Examinations Appeals Board. If witnesses are to appear on behalf of one of the parties, the other party must be informed of this at least two working days in advance. The latter party will then also be entitled to present witnesses of its own.

It is also possible for an appellant to submit a statement of reply, after which the respondent will be able to respond again, this time by submitting a rejoinder.

All of the various documents will be available for inspection three days in advance of the session of the Examinations Appeals Board, unless they are of a highly personal nature (to be determined by the Chairman). These documents may be inspected upon application to the Secretary.

The Board may also summon witnesses or experts itself. At the session, each of the parties will be given the opportunity to explain their positions again.

Finally, parties will be entitled to amend the contents of the notice of judicial appeal, the statement of defense, the statement of reply or the rejoinder and also the grounds on which these are based. Parties will be able to do this up to the time at which the session closes, except where the other party would be unreasonably disadvantaged as a result. The Examinations Appeals Board is entitled to merge related cases or subdivide cases that are not related to one another.

6. Decisions

The Board will confer and will issue its decision in the Board's chamber within 10 weeks of the date on which the notice of judicial appeal was submitted. The Chairman of the Examinations Appeals Board will set an extension for the parties involved. This part of the session will not take place in public.

A written decision will usually follow within a period of two to three weeks. However, this period of time may be extended. The decision rendered will be based on the documents submitted and on what is raised during the session.

The decision rendered by the Board may read as follows:

- a. all or part of the judicial appeal is well-founded
The relevant decision will be set aside, whether partially or in full. The Board may require the respondent to take a new decision, with due observance of the decision of the Board. In some cases, a deadline for the above will be imposed in the decision;
- b. the judicial appeal is unfounded
the disputed decision will remain in force;

- c. the judicial appeal is inadmissible
as such, the judicial appeal will be rejected. The Examinations Appeals Board will not proceed to arrive at a substantive assessment.

Article 6

The fast-track procedure

In urgent cases, an appellant may request provisional relief from the Chairman of the Board while awaiting a decision on the main case. Any request of this nature must be submitted in writing and be accompanied by relevant reasons. The Chairman will arrive at a decision once he has heard the relevant body or examiner concerned, or has requested the said body or examiner to appear at the very least.

Having evaluated a request, the Chairman of the Examinations Appeals Board will issue a written decision as quickly as possible.

Article 7

Final stipulation

These regulations will enter into force on 1 September 2013. On this date, the existing regulations relating to the Examinations Appeals Board throughout Rotterdam University of Applied Sciences will cease to apply. The new regulations may be cited as the Regulations for the Examinations Appeals Board.

Appendix 5

Regulation regarding the handling of complaints and disputes within the framework of private activities of the Rotterdam University of Applied Sciences

Article 1

Submission of complaint or dispute

1. A complaint or dispute will, in the first instance, be submitted by and handled by the relevant institute or service. If the complaint or dispute is not resolved in the initial proceedings to the satisfaction of the complainant, the complaint or dispute can be submitted in writing to the Complaints & Disputes Office of the Rotterdam University of Applied Sciences (klacht@hr.nl).
2. Submission must occur within a reasonable time.
3. The document in which a dispute is submitted must be signed and dated and include the name and address of the person submitting the dispute, together with a complete and detailed description of the complaint and the relevant circumstances and will preferably have (copies) of documents which support and/or explain the complaint or dispute. The person submitting the complaint must also indicate which measures or provisions should have been taken in their opinion to resolve the complaint or dispute.
4. The person submitting the dispute will receive a confirmation of receipt.

Article 2

Handling of complaint or dispute

1. Person handling the complaint or dispute. This person shows in writing the findings regarding the complaint or dispute and the conclusions these lead to. Handling usually occurs within four weeks after receipt of the complaint or dispute. The official holiday periods of the university delay this deadline. If the processor cannot resolve the complaint or dispute within the set period of four weeks, they will provide a written report to the complainant with the reasons for this, indicating the deadline by which the complaint or dispute will be settled.
2. The processor can ask the complainant for more information or ask them questions if the processor expects that this will contribute to a better insight on what has happened.
3. There is no possibility to appeal the decision within the Rotterdam University of Applied Sciences. However, a complainant can make their dissatisfaction of the handling of the complaint or dispute to the Executive Board of the Rotterdam University of Applied Sciences, with the request to reconsider.
4. Copies of decisions will be sent to the Complaints & Disputes Office.

Appendix 6

General Terms and Conditions of Rotterdam University of Applied Sciences Foundation regarding agreements and performance in the private (non-public) domain

Article 1: Definitions

In these terms and conditions, the following terms will have the following meanings:

- a. Client: the natural or legal person that instructs the Contractor to supply goods, services and/or works as referred to in these general terms and conditions (private domain); the Client is also the person that enters into an agreement with the Contractor by subscribing for an offer.
- b. Contractor: the Rotterdam University of Applied Sciences Foundation.
- c. Terms and conditions: these general terms and conditions of the Rotterdam University of Applied Sciences Foundation.
- d. Private domain: the area of activity in which the Contractor receives no funding, whether directly at the expense of the national budget or pursuant to other laws or regulations, to fulfil its statutory task.
- e. Written: in these terms and conditions, written documents include communications by email in addition to the usual written correspondence. Fax communications are expressly not regarded as written documents.
- f. Offer: an offer published by the Contractor for which participants can subscribe under the applicable conditions and within the specified period.
- g. Quotation: the Contractor's targeted written offer to supply a particular amount of goods, services and/or works for a particular price.
- h. Instruction: the order to supply or the acceptance of the Contractor's quotation by the Client. The instruction results in the agreement, whereby the Contractor trusts the authority of the person representing the Client and the legal validity of that person's signature.
- i. Agreement: the written arrangements between the Client and the Contractor regarding the supply of goods, services and/or works. A participant's written subscription (e.g. via an application form) is also regarded as an agreement when combined with the offer.
- j. Supply: the transfer of one or more goods into Client's possession or control and/or possibly the installation and assembly of these goods, or the performance of the services or works, under whatever title.
- k. Complaint and dispute handling: a complaint or dispute will be handled in accordance with the procedure laid down in these general terms and conditions.

Article 2: Scope

- 2.1. These general terms and conditions apply to all offers and quotations issued by the Contractor and all agreements which it concludes with a Client, as well as to each agreement under which the Contractor delivers a performance to a Client, insofar as relating to activities in the private domain, unless a written agreement expressly deviates from these terms and conditions. In that case, the provisions of the agreement will take precedence over the general terms and conditions, which will remain applicable in all other respects.
- 2.2. In the event of an offer / subscription, these general terms and conditions will be sent to the subscriber on request together with the written confirmation of subscription, and can be viewed on the website of the Rotterdam University of Applied Sciences.

- 2.3. General terms and conditions on the Client's part will not apply, unless expressly agreed otherwise in writing.
- 2.4. Deviations from these general terms and conditions will only be legally valid if they have been expressly agreed upon in writing between the Contractor and the Client.
- 2.5. The Dutch text of these general terms and conditions will prevail over translations thereof.

Article 3: Offers, quotations, formation and amendment of agreement

- 3.1. The Contractor announces a public offer via the appropriate media. The offer will be dated and will be valid during the period specified or, if no period is indicated, for thirty (30) days after its publication. A targeted offer will be announced in targeted documentation. The validity period referred to above also applies to targeted offers.
- 3.2. The price specified in an offer or quotation is fixed, is denominated in euros and is deemed to relate to all the costs necessary to supply the goods or services at the location indicated or to be designated by the Client, excluding VAT. These are costs such as municipal charges, other taxes, excise duty and levies relating for example to production, transportation including import/export, and insurance.
- 3.3. Prices are based on the prices, exchange rates, wages and taxes (cost factors) existing at the time of the offer. In the event of an increase in one or more cost factors, the Contractor will be entitled to increase the prices. In that case, the Client will have the right not to go ahead with its participation or order.
- 3.4. The agreement is formed by the Client accepting a written offer or quotation from the Contractor through a written order; this also includes the submission of a completed and signed participation form.
- 3.5. The agreement will be entered into for the term specified in the agreement. If no term is specified in the agreement itself, the agreement will be deemed to have been entered into an indefinite period, unless the nature of the agreement evidently entails that the term is limited.
- 3.6. If the order is received after the end of the period specified under 3.1 above (whereby the date of receipt by the Contractor will be decisive), or if the order differs from the offer on more than minor points, the agreement will nevertheless be formed in accordance with the order, unless the Contractor rejects the order within fourteen days of receiving it.
- 3.7. If the Contractor has not made a written or verbal offer, the agreement will be formed by the Contractor accepting a written instruction from the Client within fourteen days of the date of this instruction.
- 3.8. Amendments or additions to the agreement can only be made in writing, and only if both parties agree to this.
- 3.9. The Contractor will only be bound if a signature is legally valid and has been placed by an authorised representative of the Contractor's.
- 3.10. If no order is placed, the Contractor will be entitled to charge the Client for the costs that had to be incurred in connection with issuing the offer.
- 3.11. If either party believes that the agreement can no longer be performed in accordance with the confirmed quotation and any subsequent additional specifications, that party will notify the other party of this in writing, stating its reasons. The parties may then establish in consultation that performance is no longer possible in a manner satisfactory to both parties, and subsequently agree to terminate the agreement prematurely. Assuming that the cause of such premature termination is entirely or largely attributable to the other party, the Contractor will be entitled to compensation of the resulting loss due to capacity

underutilisation, which loss needs to be demonstrated; the parties must settle this loss in accordance with the standards of reasonableness and fairness.

- 3.12 If and insofar as the applicable participation conditions are fulfilled, the places on a course/programme will be allotted according to the order of receipt of the enrolment forms or the digital applications/confirmations. The Contractor reserves the right to place participants on a waiting list in the event of oversubscription.

Article 4: Performance of the agreement and supply

- 4.1. The Contractor will perform the agreement to the best of its knowledge and ability and in accordance with high standards.
- 4.2. The delivery period or delivery time agreed upon between the Contractor and the Client will never be a final deadline, except in the circumstances regarded as force majeure within the meaning of Section 6:75 of the Dutch Civil Code [Burgerlijk Wetboek], unless expressly agreed otherwise in writing. In the event of overdue performance, the Contractor will therefore only be in default after it has received written notice of default.
- 4.3. The goods, services and/or works are deemed to have been supplied at the moment when they have been delivered by the Contractor at the location designated by the Client, and the Client can freely make use of these goods, services and/or works.
If the supply involves services and/or works, the moment when the provision of services and/or the work has been completed will count as the moment of supply.
- 4.4. The Contractor guarantees that the goods, services and/or works supplied comply with the agreement (conformity). The Contractor also guarantees that the goods, services and/or works have the properties which, taking all circumstances into account, are required for normal usage, as well as for special usage insofar as such usage has been agreed.
- 4.5. The Contractor is entitled to have activities carried out by third parties if and insofar as this is necessary or desirable for the proper performance of the agreement.
- 4.6. All specifications and/or statements by the Contractor in respect of its goods, services and/or works are made to the best of its knowledge, but are not binding. The Contractor expressly reserves the right to make deviations and/or changes of any nature and size.
- 4.7. The Client will ensure that all information which the Contractor designates as necessary – or which the Client should reasonably understand to be necessary – for the performance of the agreement is provided to the Contractor in good time. Both the Contractor and the Client will handle personal data in accordance with the regulations laid down in or pursuant to the Personal Data Protection Act (Wet bescherming persoonsgegevens).
- 4.8. Unless provided or agreed otherwise elsewhere, test results will be deleted five years after the date on which they were registered by the Contractor.

Article 5: Force majeure and termination of the agreement; cancellation

- 5.1. Notice of termination of the agreement must be given in writing, and will only become final after confirmation by the Contractor.
- 5.2. During a period of fourteen days after the conclusion of a learning agreement by digital means, the Client has the right to terminate the agreement without having to state reasons.
- 5.3. The right to terminate the agreement in accordance with Paragraph 5.2 will not exist if the Contractor has already started the programme, with the Client's consent, before the fourteen-day period has expired. The start of the programme also includes gaining access to teaching material offered electronically.
- 5.4. If either the Client or the Contractor fails to fulfil an obligation under the agreement, the other party will send the breaching party written notice in this respect, in which the

- breaching party is given a reasonable period in which to fulfil its obligations after all. If the breaching party fails to fulfil its obligations within that period, its rights under the agreement will become null and void. In the event of a non-attributable breach (force majeure) on the side of either party, neither party will have to fulfil the obligations under the agreement.
- 5.5 Force majeure on the Contractor's part includes, but is not limited to, situations in which it is unable to fulfil its obligations because of industrial action, lockout, fire, storm, weather influences, a lack of resources, parts or workers for which it is not to blame (due to factors such as illness), transportation disruptions, power cuts, government measures and, in general, causes that are beyond the Contractor's power or control.
- 5.6 If a force majeure situation has the effect that the agreed end date of the supply of goods, services and/or works is exceeded by more than a reasonable period, in view of the performance to be delivered, either party may terminate the agreement by registered post, without judicial intervention being required. The Client is obliged to pay for any goods, services and/or works already delivered.
- 5.7 The Contractor may terminate all or part of its agreement with the Client by registered post, with immediate effect and without judicial intervention being required, and without being obliged to pay any compensation in this respect, if:
- a. the Client is declared bankrupt,
 - b. a petition is filed for the Client's bankruptcy, or the Client petitions for its own bankruptcy,
 - c. the Client is granted a (provisional) moratorium,
 - d. a settlement is reached with the Client's creditors,
 - e. the Client loses the power to dispose of (a substantial part of) its assets, for example because of an attachment,
 - f. the Client ceases all or a major part of its business operations, including liquidation of the business or the contribution of the business to a newly incorporated or already existing company,
 - g. a decision has been made to dissolve the Client as a legal person,
 - h. the Client assigns its assets,
 - i. third parties, not being group companies or subsidiaries as referred to in Sections 2:24a and 2:24b respectively of the Dutch Civil Code, gain direct or indirect control over the Client's activities,
 - j. the Client fails to fulfil all or part of an obligation it has under the law or the agreement, or acts in contravention of the agreement and/or the supply conditions.
- 5.8. If the Client cancels the agreement between 8 and 4 weeks before the start of a course/programme, an amount equalling 5% of the total course/tuition fees will be owed. If the agreement is cancelled between 4 and 2 weeks before the start, 50% will be owed, while 75% will be owed in the event of cancellation during the last 2 weeks before the start. Replacement will require the Contractor's prior written permission, without prejudice to the applicable admission requirements.
- In the event of special and/or highly compelling circumstances – this being at the Contractor's sole discretion – the Contractor may decide to waive all or part of the Client's payment obligations.
- 5.9 After the agreement has been formed, the Contractor will have the right to terminate it unilaterally in those cases in which a course/programme does not go ahead (is cancelled) because insufficient participants have enrolled. This is at the Contractor's discretion.

- 5.10 In that case, the other party will not owe any payment and any payments already made will be refunded.
- 5.11 In the event of cancellation as referred to in this article, the Contractor will not be obliged to reimburse any costs already incurred.

Article 6: Price and payment

- 6.1. The agreed price excludes VAT, unless agreed otherwise.
- 6.2. Subject to arrangements to the contrary, the fee will remain unchanged during the term of the agreement. If there is a change in the VAT rate, this change will be passed on.
- 6.3. Unless stated otherwise, the prices specified exclude any applicable costs of material, books, travel and subsistence expenses and other additional costs.
- 6.4. If no other payment term has been agreed, the Client must pay within thirty (30) days of the invoice date, without any discount, netting or debt set-off being permitted.
- 6.5. The Client will be in default by the mere expiry of the payment term, without any demand, notice of default or judicial intervention being required. The Contractor will be owed default interest at a rate of one percent (1%) of the relevant invoice amount for each month or part of a month that the Client fails to effect payment, all this without prejudice to the Contractor's option, if payment is made in instalments, to claim the outstanding amount immediately in its entirety.
- 6.6. The Client will bear the judicial and extrajudicial costs that must be incurred for the purpose of collection. The level of these costs is in accordance with the graduated amounts laid down in or pursuant to the Extrajudicial Collection Costs (Standards) Act [Wet incassokosten], to be increased by VAT and statutory (commercial) interest, with a minimum of forty euros (EUR 40.00). The graduated amounts are applied to private and business Clients.
- 6.7. Without prejudice to the Client's payment obligation, the Contractor reserves the right to suspend the supply of services and/or goods, or to cease and not resume this supply, if the Client has failed to fulfil its payment obligations, without the Contractor being obliged to pay any compensation.

Article 7: Retention of title

As long as payment has not been effected in full, the items supplied will remain to be the Contractor's property. Therefore, the Client will not be authorised to lend, pledge or transfer the title to the items supplied to third parties. The Client is obliged to hand over the items supplied when the Contractor so requests. As long as the items supplied are the property of the Contractor, the Client must ensure that these are adequately ensured at its own expense. Where applicable, the title will only pass to the Client after the amount owed by the Client to the Contractor in respect of the supply concerned has been paid to the Contractor in full, including interest and costs.

Article 8: Intellectual property

The Contractor is entitled at all times to use the newly acquired knowledge and experiences it has gained for the purpose of the education to be provided by the aforesaid institution and the performance of market-oriented tasks.

In the case of research, the Client will not obstruct the customary scientific publication(s), or interfere in other ways in the content of scientific standards with regard to research.

No part of the Contractor's publications or informative products may be reproduced and/or published by print, photocopy, microfilm, video disc, magnetic disc or tape, storage in a retrieval

system accessible to third parties, or in any other way, electronically, mechanically or otherwise, without the Contractor's prior written consent.

Article 9: Complaints and disputes

- 9.1. In the event of immediately detectable defects after termination of the supply of goods, services and/or works or a part thereof by the Contractor, the Client will have fourteen (14) days in which to submit a complaint.
- 9.2. As long as the complaint has not been accepted by the Contractor, the Client's payment obligation will continue to exist.
- 9.3. The Contractor undertakes to respond in writing within thirty days of receiving the complaint, to express an opinion in that response and to indicate to what extent this opinion will involve any kind of compensation.
- 9.4. If the Client believes that the complaint was not settled, or not settled sufficiently adequately, the Client may submit a complaint against this written settlement decision to the Complaints & Disputes Office of Rotterdam University of Applied Sciences.
- 9.5. The Contractor will treat the Client's complaint confidentially.
- 9.6. The documents will be retained for a period of 5 years.
- 9.7. Initially, a complaint or dispute will be submitted to and handled by the relevant School or department. If the complaint or dispute has not been settled to the satisfaction of the complainant during the initial stage, the complaint or dispute may be submitted in writing to the Complaints & Disputes Office of Rotterdam University of Applied Sciences.
- 9.8. Submission must occur within a reasonable period of time.
- 9.9. The document in which the complaint or dispute is submitted must be signed and dated and must include the name, address and place of residence of the person submitting it, together with a detailed description of the dispute and any circumstances that apply. It should preferably also be accompanied by (copies of) written documents that substantiate or explain the background to the complaint or dispute. The person submitting the complaint or dispute must also indicate which measures or provisions should have been taken in their opinion to resolve the complaint or dispute.
- 9.10. The person submitting the complaint or dispute will receive a confirmation of receipt.
- 9.11. The person handling the complaint or dispute will set out in writing the findings that have been established in relation to the complaint or dispute, the reasons for these and any conclusions drawn from the facts of the case. Handling usually occurs within four weeks of receipt of the complaint or dispute. The official holiday periods of the university may delay this deadline. If the person handling the complaint or dispute cannot resolve the complaint or dispute within the set period of four weeks, they will provide a written report to the complainant with the reasons for this, indicating the deadline by which the complaint or dispute will be settled.
- 9.12. The person handling the complaint or dispute may ask the person who submitted it to provide more detailed information or may question him/her, in the event that the person handling the complaint or dispute is of the opinion that this information or questioning will provide him with a better understanding of the matter.
- 9.13. There is no possibility to appeal the decision within Rotterdam University of Applied Sciences. However, the person submitting a complaint or dispute may communicate any dissatisfaction regarding the handling of the complaint or dispute and submit this to the Executive Board of Rotterdam University of Applied Sciences, accompanied by a request to reconsider the details of the case.
- 9.14. Copies of decisions will be sent to the Contractor's Complaints & Disputes Office.

Article 10: Liability

- 10.1 The Contractor will only be liable for losses that are the direct and immediate result of a failure attributable to the Contractor in the execution of the supply of goods, services and/or works. This contractual liability will be limited in all cases to no more than the invoice value of the part of the agreement from which the liability arises.
- 10.2 The Contractor will only be liable for losses arising from the use of goods, services and/or works to be supplied or advice to be provided by the Contractor pursuant to the agreement, or losses caused by persons engaged by the Contractor in the supply of goods, services and/or works, in the event of wilful misconduct and/or gross negligence on the Contractor's part and/or on the part of persons engaged by the Contractor in the execution of the supply of goods, services and/or works.
- 10.3 The Client will never hold any of the persons engaged by the Contractor personally liable.
- 10.4 The Client indemnifies the Contractor against all claims from third parties in relation to losses sustained by these third parties as a result of the agreement between the Client and the Contractor, except in the event of wilful misconduct and/or gross negligence on the Contractor's part.
- 10.5 The Contractor only accepts liability if and insofar as the Contractor's insurer or insurers acknowledge and accept this liability as being covered by the liability insurance. Furthermore, the compensation payable in that case will be limited to the applicable sum insured under the Contractor's liability insurance.

Article 11: Confidentiality

- 11.1 The parties are mutually obliged, both during the term and after the end of the agreement, to maintain confidentiality in respect of all matters of which they (have) become aware in connection with the agreement and/or which are evidently of a confidential nature.
- 11.2 Where necessary, the parties will impose the same duty of confidentiality on their staff members in the context of the agreement.
- 11.3 The parties indemnify each other against any breaches of the duty of confidentiality by their staff members.

Article 12: Staff acquisition ban

During the term of the agreement and during a period of twelve (12) months after the full or partial performance of the agreement, the Client will not hire any staff members of the Contractor's or involve them in its operations in any way otherwise than in the performance of the agreement, unless this is done with the Contractor's consent, subject to an immediately due and payable penalty of twenty-five thousand euros (EUR 25,000.00) per breach, without prejudice to the Contractor's right to claim full compensation.

Article 13: Applicable law, choice of forum and concluding provisions

- 13.1 All agreements to be concluded between the Contractor and the Client will be governed by Dutch law.
- 13.2 Disputes will be submitted to the competent court of Rotterdam.
- 13.3 If one or more provisions of these general terms and conditions should be declared non-binding, the remaining terms and conditions will remain in full force.
- 13.4 The Client cannot derive any rights from the titles of the articles. These are for ease of reference only.

