

**GENERAL TERMS AND CONDITIONS FOR NON-INITIAL EDUCATION
ERASMUS UNIVERSITY ROTTERDAM
2019**

*GENERAL TERMS AND CONDITIONS FOR NON-INITIAL EDUCATION OF THE ERASMUS UNIVERSITY ROTTERDAM filed with the Chamber of Commerce 7th March 2019.
These General Terms and Conditions are a translation of the original Dutch version. In the event of contrariety between the English translation and the Dutch version, the Dutch version prevails.*

Article 1 - Definitions

1.1 The words and/or expressions with a capital letter used hereinafter are defined as stated below, unless explicitly stipulated otherwise in these General Terms and Conditions Non-Initial Education (GTC NIE).

Programme Provider:	(unit of) EUR that provides the Programme;
Announcement:	provisional programme information about the organisation and content of a Programme drawn up by the Programme Provider for the purposes of Registration;
Registration Form:	the standard registration form for non-initial education issued by the Programme Provider to the Programme Participant, which has to be filled in by the Programme Participant in accordance with that provided for in Article 3.2 in order to enrol for the Programme;
GTC NIE:	these general terms and conditions of the Programme Provider for non-initial education, as adopted by the Executive Board of EUR;
Article:	an article or provision of these GTC NIE;
Programme Participant:	the opposite contract party of the Programme Provider;
Course:	(a part of) the Programme;
EUR:	the legal entity governed by public law Erasmus University Rotterdam, with its registered office at Burgemeester Oudlaan 50, 3062 PA Rotterdam, the Netherlands;
EUR Register of Non-Initial Education:	an overview of courses and study programmes, which also includes the details of the certificates and diplomas that can be attained;
Programme:	a study programme, module, course and/or other type of education, which study programme is not a part of the initial education in the sense of Article 1.1, paragraph e, of the Higher Education and Research Act of 8 October 1992 ("WHW"), and which study programme has been recognised as such by the Executive Board of EUR by way of registration in the EUR register of non-initial education, or which has been registered with the Executive Board of EUR;
Agreement:	each agreement concluded between the Programme Provider and the Programme Participant in accordance with Article 3 of these GTC NIE;
Applicable Scheme:	the scheme and regulations drawn up by the Programme Provider and (where relevant) adopted by EUR, which also include, in addition to education-related provisions, provisions about legal protection and a complaints procedure;
In Writing or Written:	laid down in writing on paper or "by electronic means" as referred to in Article 6:227a of the Dutch Civil Code.

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Article 2 - General

- 2.1 The GTC NIE are applicable to all legal relationships in connection with a Programme between the Programme Provider and the Programme Participant.
- 2.2 These GTC NIE can only be deviated from by way of a Written Agreement signed by the Programme Provider and the Programme Participant.
- 2.3 In the event of conflicts or inconsistencies between the Dutch text of the GTC NIE and translations of this text, the Dutch text will always prevail.
- 2.4 The applicability of any general conditions used by the Programme Participant is hereby expressly excluded.

Article 3 - Formation of the Agreement

- 3.1 All offers of the Programme Provider are without obligation and subject to contract.
- 3.2 An Agreement between the Programme Provider and the Programme Participant shall be formed as soon as the Programme Provider has confirmed to the Programme Participant in Writing the receipt of the Registration Form filled in completely and truthfully by the Programme Participant.
- 3.3 The Programme Provider can refuse to allow a Programme Participant to follow the Programme if the maximum number of Programme Participants for the relevant Programme were exceeded with the participation of the Programme Participant, or if the Programme Participant, in the opinion of the Programme Provider, does not satisfy any relevant admission requirements for the Programme.

Article 4 - Structure of the Programme

The Programme will be organised at a time and place to be set by the Programme Provider, unless otherwise has been agreed In Writing.

Article 5 - Fee and Payment

- 5.1 The Course Fee is exclusive of VAT but inclusive of the Course Material.
- 5.2 Payment must be made by the Programme Participant within 30 (thirty) calendar days after the invoice date and before the start of the Programme by deposit in a bank account to be designated by the Programme Provider, unless otherwise has been agreed In Writing.
- 5.3 Payment must be made by the Programme Participant exclusively in Dutch currency (euros), without any set-off, discount or suspension. If and insofar as any transaction costs are attached to the method of payment chosen by the Programme Participant, these costs shall be for the account and risk of the Programme Participant.
- 5.4 If the Programme Participant exceeds the agreed payment term, the Programme Participant will be liable to pay the statutory interest on the outstanding invoice amount up to the date on which payment is made in full, without prejudice to the Programme Provider's other rights and without any prior notice of default being required. All unpaid invoices will be immediately due and payable, and all consequences of non-fulfilment will enter into force with immediate effect.
- 5.5 If the payment is not made by the Programme Participant in accordance with that provided for in this Article 5, the Programme Provider reserves the right, without prejudice to the other rights accorded to it, to refuse to allow the Programme Participant to follow the Programme

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up until the date on which the payment has been made in accordance with that provided for in this Article 5.

- 5.6 All extrajudicial costs, explicitly including costs incurred for the preparation and sending of demands for payment, conducting settlement negotiations and other acts in preparation of possible legal proceedings and all legal costs incurred by the Programme Provider due to the Programme Participant's non-fulfilment will be charged to the Programme Participant.
- 5.7 Payments of the Programme Participant shall serve in the first place for the payment of the costs owed pursuant to Article 5.5, then for the payment of any interest owed, and thereafter as payment for that part of the principal designated by the Programme Provider, regardless of any instructions to the contrary given by the Programme Participant regarding such.

Article 6 - Cancellation

- 6.1 The Programme Participant has the right to cancel the participation in the Programme In Writing.
- 6.2 In the event of cancellation, the Programme Participant shall at all times owe at least that part of the Course Fee that has been received by the Programme Provider up to the moment of the Written cancellation. A notice of cancellation must be addressed to the Programme Provider. The amount that is otherwise owed will be agreed In Writing.
- 6.3 If the Programme Participant has already paid an amount that is not owed to the Programme Provider, the Programme Provider will pay back the undue amount to the Programme Participant, taking into account that provided for in this Article 6, into a bank account designated by the Programme Participant.
- 6.4 The Programme Provider reserves the right to postpone or cancel the Programme if the number of registrations for the Programme is insufficient. The Programme Participant will be notified about such In Writing within a reasonable period before the start of the Programme.
- 6.5 The Programme Provider has the right to deny the Programme Participant admission to the Programme or to terminate the Agreement if, in the opinion of the Programme Provider, the Programme Participant has not or insufficiently abided by the rules set out in Articles 7.2 and 7.3.

Article 7 - Execution of the Agreement

- 7.1 The Programme Provider shall strive to execute the Agreement to the best of its ability and to maintain the quality of the Programme. The Programme Provider will determine the content of the Programme and can modify the Programme at any time, provided the quality of such is maintained.
- 7.2 The Programme Participant is obligated to strictly abide by the rules prescribed by the Programme Provider, such to include in any case these GTC NIE and/or the Applicable Scheme. In the event of conflicts between the Applicable Scheme and these GTC NIE, the provisions of the GTC NIE shall prevail.
- 7.3 In addition to the rules set out in Article 7.2, the Programme Participant must also abide by the EUR rules, guidelines and instructions in relation to proper order and good conduct on EUR grounds and in EUR buildings, and concerning the responsible use of EUR facilities¹.

Article 8 - Complaints and Refunds

¹ See: https://www.eur.nl/sites/corporate/files/ordereglement_gebouwen_en_terreinen.pdf .

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- 8.1 If the Applicable Scheme does not contain a complaints procedure or provides some other form of legal protection for Programme Participants, then the complaints procedure described in this Article 8 shall apply.
- 8.2 A Programme Participant can submit a reasoned complaint about the performance of the Agreement to the Programme Provider In Writing.
- 8.3 If the Programme Provider finds the submitted complaint to be well founded, the Programme Provider will either continue with the performance of the Agreement in the way agreed between the Programme Provider and the Programme Participant, or, depending on the nature of the complaint, try to find an alternative solution.
- 8.4 A complaint must be submitted In Writing within 8 (eight) calendar days after the discovery of the attributable failure, but no later than within 3 (three) calendar months after the last day of the Programme, not being the day on which only a test or exam is taken, together with a detailed description and substantiation of the complaint, in default of which the Programme Participant will no longer be able to hold the Programme Provider liable in connection with the complaint.
- 8.5 The Programme Participant shall not have the right to suspend the payment in connection with the Programme merely on the grounds that a complaint and/or demand for a refund has been submitted by the Programme Participant.
- 8.6 The Programme Participant shall be entitled to receive a whole or partial refund of the fee paid to the Programme Provider for the Programme if and insofar as the complaint submitted by him/her is deemed to be well founded by the Programme Provider, and any further performance of the Agreement has become demonstrably pointless for the Programme Participant or is impossible due to the attributable failure of the Programme Provider.
- 8.7 Claims or defences based on the argument that the performance of the Agreement does not conform to that which the Programme Participant was reasonably entitled to expect shall expire after a period of 1 (one) calendar year has elapsed since the end of the Programme.
- 8.8 In the event of serious irregularities, which cannot be resolved through mutual consultation between the Programme Provider and the Programme Participant, the Programme Participant can take up the matter with the independent confidential counsellor of EUR.²

Article 9 - Liability

- 9.1 Except in the event of wilful misconduct or gross negligence on the part of the Programme Provider, the Programme Provider will only be liable for compensation up to a maximum of the invoice amount paid by the Programme Participant for the Programme, irrespective of the legal grounds on which the Programme Participant's claim is based.
- 9.2 Irrespective of the legal grounds on which the Programme Participant's claim is based, the Programme Provider will at no time be liable for any consequential damages, which in any case includes, but is not limited to, loss of profits, losses suffered and costs incurred, lost orders, lost savings, losses incurred due to downtime, interruption of operations or business interruptions, and/or losses incurred due to lost working hours and/or travel time.
- 9.3 The Programme Provider shall at no time be liable for any loss or theft of and/or damage to the property of the Programme Participant, regardless of where the Programme takes place.
- 9.4 Irrespective of the legal grounds on which the Programme Participant's claim is based, the Programme Provider will not be liable for damages caused by its operatives and/or any non-

² See: <https://www.eur.nl/onderwijs/praktische-zaken/begeleiding-advies/vertrouwenspersoon/wie-zijn-de-vertrouwenspersonen> .

- operatives for whom it is liable under the law and/or third parties which it has engaged for the performance of the Agreement, except in the event of wilful misconduct or gross negligence.
- 9.5 The limitation of liability comprised within this Article 9.1 shall not apply if and insofar as the liability of the Programme Provider for the relevant damages is insured under an insurance policy taken out by the Programme Provider, and the relevant insurance company makes a payment under that policy. In such cases, the Programme Provider will only be liable for the amount that is paid out under the relevant insurance policy. The Programme Provider shall not be obligated to enforce any rights it has under an insurance policy it has taken out if it is held liable by the Programme Participant. That provided for in Articles 9.2, 9.3 and 9.4 shall apply in full in such cases.
- 9.6 The Programme Provider reserves all legal and contractual rights and defences, which it can invoke to contest its own liability jointly on behalf of all those who are involved in the performance of the Agreement.
- 9.7 The Programme Provider can engage third parties for the performance of the Agreement, and is at all times entitled to invoke any liability restrictions of such third parties with respect to the Programme Participant.

Article 10 - Force majeure

- 10.1 If, as a result of one or more circumstances which cannot be imputed to the Programme Provider, such to include the circumstances referred to in Article 10.2, the Programme Provider is temporarily or permanently unable to fulfil all or part of its obligations in a proper manner, the Programme Provider is entitled to postpone the performance of the Agreement, or to dissolve all or part of the Agreement(s) or to terminate the Agreement(s) with immediate effect, without being liable to pay any compensation on account of such.
- 10.2 Circumstances that cannot be imputed to the Programme Provider shall in any case include: a shortage of guest lecturers, labour strikes, bans on the import, export and/or transit of the resources necessary for the Programme, transport problems, non-fulfilment of obligations by suppliers of the Programme Provider or transport companies, natural and/or nuclear disasters, war and/or threat of war, acts of terrorism and/or terrorist attacks.
- 10.3 The Programme Provider will inform the Programme Participant about the existence of a situation of force majeure as quickly as possible, and explain the extent to which it is still able to perform the Agreement.

Article 11 - Intellectual property rights

- 11.1 The Programme Participant is only allowed to use logos, patents, copyrights and/or any other intellectual property rights of the Programme Provider in connection with the Agreement with the prior Written consent of the Programme Provider.
- 11.2 Intellectual property rights have been vested on the Course Material issued by the Programme Provider, which belong to the Programme Provider and/or third parties. No part of the material issued by the Programme Provider may be reproduced, stored in a computerised data file or on a data carrier, published, or made available to third parties without the prior Written permission of the Programme Provider.
- 11.3 The Programme Participant is prohibited from disclosing any confidential information received from the Programme Provider in any way whatsoever, except insofar as required under the applicable law.

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Article 12 – Privacy

- 12.1 The personal details provided by the Programme Participant in connection with the Programme, as requested in the Registration Form, shall be processed and protected by the Programme Provider in accordance with the General Data Protection Regulation (GDPR). The purpose the personal details will be processed for includes the enrolment of the Programme Participant for the Programme, the communication between the Programme Provider and the Programme Participant, the administration of the results of the Programme Participant, and where relevant the evaluation of the Course (“Purpose”). The Programme Provider shall not use the personal details for any other Purpose than that described here. If the Programme Provider does want to use the personal details for some other purpose, it will notify the Programme Participant about such beforehand and In Writing, after which the Programme Participant will have to give his/her consent for the relevant processing of his/her personal details. Any such other Purpose will described in the Agreement, and by signing the Agreement, the Programme Participant will give his/her consent for this other Purpose.
- 12.2 The Programme Provider will not keep the personal details of the Programme Participant longer than is necessary for the Purpose for which they are processed or necessary to comply with its statutory obligations.
- 12.3 The Programme Participant has the right to access his/her personal details, and the right to request the rectification or removal of his/her personal details. The Programme Participant can make a Written request for such, which can be submitted to the Programme Provider.
- 12.4 The EUR campus is protected by CCTV monitoring. The Programme Participant can consult the CCTV Monitoring Regulations, which can be found at the website of EUR, for the relevant privacy-related provisions.
- 12.5 If the Programme Provider has adopted its own Privacy Statement, then this Privacy Statement will prevail over the regulations on privacy in this Article 12.

Article 13 - Partial nullity | Conversion

If any provision of these GTC NIE is totally or partially invalid, unlawful, non-binding or non-enforceable, the other provisions in the GTC NIE shall remain in force. The Parties must do all in their power to reach an agreement about a new provision that deviates as little as possible from the invalid, unlawful, non-binding or non-enforceable provision, bearing in mind the content and the purpose of these GTC NIE.

Article 14 - Applicable law; settlement of disputes and competent court

- 14.1 All legal relationships between the Programme Provider and the Programme Participant shall be exclusively governed by Dutch law.
- 14.2 If a dispute has not been resolved in a satisfactory way for the Programme Participant after the complaints procedure provided for under these GTC NIE included or under the Applicable Scheme has been followed, the Programme Participant can lodge an appeal with the Disputes Committee for Non-Initial Study Programmes of EUR or another applicable disputes committee, however only insofar as this is provided for under the Applicable Scheme. If the latter is not the case, then the Programme Participant can put the matter before the civil courts straight away.
- 14.3 The competent court in Rotterdam shall have exclusive jurisdiction to hear all disputes that might arise between the Programme Provider and the Programme Participant ensuing out of

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or in relation to the Agreement and/or performance of the Agreement and/or in relation to these GTC NIE.

Article 15 **Final provisions**

- 15.1 These General Terms and Conditions Non-Initial Education shall be referred to as the General Terms and Conditions Non-Initial Education.
- 15.2 The abbreviated short title is: GTC NIE.
- 15.3 These GTC NIE are effective as of 1 March 2019.
- 15.4 These GTC NIE have been filed with the Chamber of Commerce for Rotterdam.
- 15.5 These GTC NIE have been published on the website of EUR: <https://www.eur.nl/>.
- 15.6 These GTC NIE have been translated into English. In the event of any conflict between the English translation and the Dutch version, the Dutch version shall prevail.