

GENERAL TERMS AND CONDITIONS OF ROTTERDAM OF SCHOOL OF MANAGEMENT B.V. 2020
DEGREE PROGRAMMES, OPEN PROGRAMMES

These terms & conditions apply to all relationships between Rotterdam School of Management B.V. and Clients registering for an RSM B.V. Programme. Appendix A applies to Clients of Degree Programmes and Appendix B applies to Clients of Open Programmes.

1. Definitions

<u>RSM:</u>	Rotterdam School of Management B.V., including its subsidiary RSM Executive Education B.V.
<u>Agreement:</u>	The (signed) document with which a Client accepts these terms & conditions.
<u>Alumni:</u>	Clients who have completed either a Degree Programme, a Bachelor of Science, Master of Science or PhD at RSM or Erasmus University Rotterdam. Or Clients who have completed an Open Programme with a duration of more than 40 hours at RSM.
<u>Certificate/Diploma:</u>	Proof of successful completion of a Programme.
<u>Client:</u>	A natural person participating in a Programme on the basis of an Agreement.
<u>Course Material:</u>	All material provided by RSM to Client within the context of a Programme.
<u>Degree Programmes:</u>	All accredited post-initial Master Programmes taught at RSM on the basis of the WHW, article 7.3b: the Full-Time and Executive MBA Programme, the OneMBA Programme and the Executive Master of Science in Customs and Supply Chain Compliance.
<u>ECTS:</u>	European Credit Transfer System: ECTS represent the workload and defined learning outcomes of a given (component of a) Programme.
<u>GNIO:</u>	<i>Geskillencollege Niet-Initiële Opleidingen</i> , the Erasmus University Arbitration Board on Post-Initial Education.
<u>IT:</u>	Information Technology.
<u>MBA:</u>	Master in Business Administration: Post-initial, accredited Degree Programmes.
<u>NDA:</u>	Non-Disclosure Agreement.
<u>Online Form:</u>	The standard form on RSM's website which contains an acceptance of these terms & conditions, to be filled in by the Client in order to enter into an Agreement for an Open Programme.
<u>Open Programmes:</u>	All courses, trainings, coaching sessions, and/or other educational offerings from RSM that do not fall under section 1.1e WHW.
<u>Programme:</u>	Degree Programmes and Open Programmes.
<u>Registration:</u>	The admittance of a Client to a Programme on the basis of an Agreement.
<u>Study Period:</u>	The period from the start date until the end date of a Programme.
<u>T&C:</u>	Terms & Conditions.
<u>TER:</u>	Teaching and Examination Regulations: The academic regulations regulating the Degree Programmes.
<u>Tuition Fee:</u>	The total amount of money a Client must pay upon entering into the Registration Agreement. This fee may consist of multiple instalments.
<u>WHW:</u>	<i>Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek</i> , the Higher Education and Research Act.
<u>Written/in Writing:</u>	In the form of a letter or a document, or by other digital means of communication, in accordance with article 6:227a of Dutch Civil Law.

2. Applicability, Changes & Conversion

- 2.1. These T&C apply to all Agreements between RSM and Client and are an integral part thereof.
- 2.2. The applicability of any general terms and conditions, purchasing conditions, or any other provisions on the part of the Client is explicitly excluded.

- 2.3. These T&C can be found on the website of RSM.
- 2.4. Client accepts these T&C upon entering into an Agreement with RSM.
- 2.5. RSM may amend these T&C unilaterally. Any amendments made will be communicated to existing Clients. This must happen at least one (1) month before any amendments come into effect.
- 2.6. If RSM cannot invoke (part of) a provision in these T&C, they shall otherwise remain applicable.
- 2.7. If any provision of these T&C is (deemed) wholly or partially invalid, illegal, non-binding, or not enforceable, all other provisions remain in force. The Parties shall discuss and agree on such replacement provision(s) which shall not deter from the meaning or effect of the original provision.

3. Entering into an Agreement & Registration

- 3.1. RSM may set entry requirements for Clients for Programmes, for instance in relation to previous education and work experience. RSM may also stipulate a registration term and/or limit the number of Clients in a Programme.
- 3.2. In case a Client registers for a Degree Programme, the Client enters into an Agreement with RSM by signing the Registration Agreement for that Programme. The completed and signed Registration Agreement must be sent to RSM by post, e-mail or some other form of electronic communication. The Client is registered for a Programme after the Registration has been confirmed by RSM in Writing.
- 3.3. In case a Client registers for an Open Programme using an Online Form, the Client enters into an Agreement with RSM by accepting these T&C and by submitting the Online Form. The Client's Registration will be confirmed by a confirmation email. In case the entry requirements for Registration are not met, the Agreement may be annulled by RSM.
- 3.4. The Registration Agreement (Degree Programme) and confirmation email (Open Programme) contain:
 - 3.4.1. the start date and duration of the Programme;
 - 3.4.2. the Tuition Fee;
 - 3.4.3. payment method(s);
 - 3.4.4. the applicability of the specific provisions from Appendix A1 or B1.
- 3.5. Registration covers the entire Study Period, unless otherwise agreed upon in Writing.

4. Obligations RSM

- 4.1. RSM will provide the Programme at the location and times agreed with the Client to the best of its abilities and providing state-of-the-art education aimed at increasing the Client's knowledge, ability and skills.
- 4.2. RSM shall award the Client with a Certificate or Diploma if the Client meets the requirements of the Programme.

5. Obligations Client

- 5.1. The Client shall pay the Tuition Fee within the payment term set out on the invoice.
- 5.2. Client shall take note of, and adhere to, all applicable rules & regulations for the Programme as referred to in Appendix A2 or B2.

6. Organisation of the Programme

- 6.1. RSM has the right to change (components of) the Programme, without altering the overall quality and/or learning goals of the Programme. Any alterations made by RSM shall resemble the original contents of (the component of) the Programme as closely as possible.
- 6.2. Changes must be communicated to the Client in Writing and prior to the start of the (relevant component of the) Programme, unless this is not reasonably possible.

7. Fees & Payment

- 7.1. Upon receiving the invoice, taking into account the specific provisions as mentioned in Appendix A1 or B1, the Client shall pay, or cause to pay, the amount invoiced within the term as mentioned on the invoice to the bank account indicated on the invoice.
- 7.2. The Client is solely responsible for the timely payment of invoices. If a third party sponsors the Client for all or part of the Tuition Fee, RSM will invoice that third party upon mutual request of the Client and its sponsor. Should a sponsor fail to pay the Tuition Fee when it becomes due, the Client shall become solely and entirely responsible for payment.
- 7.3. RSM reserves the right at all times to require security (e.g. a bank guarantee) for payment.

- 7.4. In the event that RSM incurs costs to receive or collect payment of an invoice, these costs shall be fully payable by the Client referred to in article 7.1.
- 7.5. In case the term as mentioned on the invoice is exceeded, without a prior notice of default being required, the legal interest is due up to the time of full payment. All unpaid invoices become due and payable immediately and all consequences of non-compliance apply immediately.
- 7.6. In case payment has not been received by the end of the payment term set on the invoice, RSM retains the right to refuse the Client access to (components of) the Programme and/or to a Certificate or Diploma.
- 7.7. Optional additional services against payment may be offered to the Client, for example for Course Materials, specific facilities and services, or catering. Acceptance is at the Client's discretion, and a refusal to accept additional services shall have no adverse consequences for the Client, with the exception of provision A1.5 for Degree Programmes.

8. Cancellation

- 8.1. The Client has the right to cancel his/her participation in the Programme in Writing.
- 8.2. In the event of a cancellation, the Client will, at all times and in any case, owe the part of the Tuition Fee as mentioned in the Registration Agreement, up to the moment that the Written cancellation has been received by RSM in Writing, in accordance with Article 8.3. RSM will confirm the cancellation in Writing within seven (7) days of receipt. The Client has to contact RSM in accordance with Article 8.3 in case no such confirmation of cancellation is received after seven (7) days. Upon confirmation of cancellation, any otherwise due payments as mentioned in Article 7.7 are immediately due and payable by Client. RSM shall endeavour to recover any of these advanced payments from the third parties to whom they were due, and reimburse the Client accordingly.
- 8.3. Any cancellation must be communicated according to, and will be dealt with according to the procedures from Appendices A3 (Degree Programmes), or B3 (Open Programmes).
- 8.4. In case the Client has made an undue payment in advance to RSM, RSM will refund the amount due to the Client, taking this article 8 into account, on a bank account indicated by the Client.
- 8.5. RSM reserves the right to postpone or cancel (a component of) the Programme if circumstances so require, or in case the number of Clients for the Programme is insufficient. The Client will be notified of this cancellation in Writing within a reasonable period before the start of (the component of) the Programme. In the event of a cancellation by RSM before the start of (a component of) the Programme, any payments made to RSM in advance by the Client will be refunded promptly and in full. For Open Programme Clients, an alternative may be offered in accordance with Appendix B4.
- 8.6. RSM reserves the right to deny the Client access to the Programme or to terminate the Agreement in Writing, in case the Client, in the opinion of RSM, does not comply, or insufficiently complies, with the rules as set out in articles 5 and 9, and Appendix A2 or B2.

9. Usage of Internet & IT Facilities

- 9.1. The [RSM B.V. IT Regulations](#) apply to the Client.
- 9.2. Access to RSM B.V.'s IT facilities will terminate upon cancellation of the Agreement. RSM offers specific IT facilities to its Alumni after termination of the Agreement.
- 9.3. If a Client's violation of the RSM B.V. IT Regulations results in a data breach of Clients' personal data, RSM cannot be held liable for any costs, damages, or expenses suffered by the Client.

10. Confidentiality

- 10.1. All personal data and other information received by RSM under this Agreement will be kept confidential by RSM.
- 10.2. During a Programme, a Client may be party to confidential information related to personal and/or business situation(s) of fellow Clients. Client agrees not to disclose such information outside the Programme, nor to use any such information other than for purposes directly related to the Programme.
- 10.3. During the Programme, the Client may be required to sign separate NDAs if this is deemed necessary to ensure information shared by other Clients, RSM or third parties is kept confidential. The Client must sign these in order to be party to such confidential information.

11. Copyright & Intellectual Property

- 11.1. The Client may use logos, patents, copyrights, or any other intellectual property rights of RSM and/or its faculty for the Programme only after explicit Written permission.

- 11.2. The Course Material provided by RSM and/or its faculty is subject to intellectual property rights belonging to RSM and/or third parties. Nothing from the Course Material provided by RSM and/or its faculty may be reproduced, stored in an automated database, stored on any data carrier and/or storage device, made public, or made available to third parties without the explicit prior Written permission of RSM.

12. Privacy

- 12.1. On all personal data supplied to RSM under the Agreement, the General Data Protection Regulation (EU 2016/679)(GDPR) applies. Personal data will be processed and secured in accordance with the GDPR.
- 12.2. On all Agreements between RSM and the Client, the [RSM Privacy Statement](#) and [RSM B.V. Privacy Notice](#) per respective category of Clients applies. These privacy policies serve as a rulebook with regards to how RSM processes the Client's personal data. The Agreement may serve as a ground for processing.
- 12.3. For the processing of special categories of personal data, specific informed consent is always required. RSM uses additional hardcopy forms, softcopy forms with a digital signature option, or checkboxes with a timestamp in order to – potentially – obtain this consent. If the consent is not obtained, processing cannot take place. Obtaining consent will never detract the Client from advancing the Programme.
- 12.4. The Client can exercise his/her rights under GDPR Articles 15-21 via the [EUR Privacy Statement](#), using the link under 'Digital Office'.
- 12.5. The EUR campus, on which the RSM building is located, is secured using cameras. The usage of cameras and the access to the imagery in the RSM Bayle Building is governed by the [RSM B.V. CCTV Policy](#), the usage and the access to the imagery on the EUR campus is governed by the [EUR CCTV Policy](#) (only available in Dutch: Reglement Cameratoezicht EUR).

13. Force Majeure

- 13.1. In case it is fully or partially, temporarily or definitely not possible for RSM, as a result of one or more circumstances for which RSM cannot be held accountable (amongst which the circumstances as mentioned in Article 13.2) to properly perform the Agreement and/or (a component of the) Programme, RSM has the right to suspend and/or (partially) cancel the Agreement, without being obliged to pay any compensation.
- 13.2. Force majeure circumstances for which RSM in any way cannot be held accountable include, but are not limited to: Shortage of (guest) lecturers, strikes, import-, export-, or transit bans for resources required for RSM's Programmes, travel restrictions, transport problems, non-compliance with imposed obligations by suppliers and/or transport companies, natural and/or nuclear disasters, war and/or threats of war, and terrorist actions and/or attacks.
- 13.3. RSM will inform the Client as soon as possible regarding the existence of a force majeure circumstance, and will determine and announce to what extent it can execute the Agreement and/or (a component of the) Programme as soon as possible thereafter.

14. Liability

- 14.1. Except for wilful intent or gross negligence on the side of RSM, RSM is, irrespective of the legal ground on which the claim of the Client is based, only liable for compensation of the damage equal to the Tuition Fee paid or payable by the Client on the basis of the Agreement.
- 14.2. RSM is, irrespective of the legal ground on which the claim of the Client is based, never liable for any consequential damage, which includes, but is not limited to lost profit, losses and costs incurred, as well as missed assignments, missed savings, damages caused by production or business interruption or stagnation, or damage as a result of lost work and/or travel time.
- 14.3. RSM is not liable for the theft, loss, or damage to personal property of the Client, endured on RSM facilities, or during other off-premise activities of RSM.
- 14.4. Except for wilful intent or gross negligence on the side of RSM, RSM is, irrespective of the legal ground on which the claim of the Client is based, not liable for damage, for whom it is liable according to the law, caused by subordinates, non-subordinates and/or third parties whom RSM engages for the performance of the Agreement.
- 14.5. RSM may engage third parties for the execution of the Agreement. RSM is entitled to invoke any limitations of liability of those third parties towards the Client, except for wilful intent or gross negligence.
- 14.6. The limitation of liability from Article 14.1 does not apply insofar as the liability of RSM for the damage in question is insured under any insurance agreement of RSM and the applicable insurer. In that case, RSM is only liable for the amount that is paid out under the relevant insurance in the relevant case. RSM is not obligated to assert rights under any insurance it has taken out if it is held liable by the Client. The provisions of Articles 14.2, 14.3, 14.4, and 14.5 apply in full.
- 14.7. RSM exercises great care when composing the Course Materials it provides. However, RSM does not guarantee the completeness and the correctness of these Course Materials. Liability for damage arising from any decision or action based on the Course Materials and/or information otherwise provided within the context of the Programme is excluded.

14.8. In order to participate in certain Programme components the Client will be asked to take out appropriate insurance.

15. Disputes

15.1. A Client has the right to start an appeal or complaints procedure against any consequence of an Agreement, or decision from RSM. The procedures for the respective Programmes are mentioned in Appendix A4 or B5.

15.2. If a dispute, after an appeal or complaints procedure as described in Appendix A4 or B5, has not led to a satisfactory result for the Client, the Client has the right to appeal with the Erasmus University Arbitration Board on Post-Initial Education ([GNIO](#)), but only if the GNIO procedure permits such appeals. If this is not the case, the Client can immediately go to the civil court.

16. Applicable Law

16.1. All Agreements with RSM are governed exclusively by the law of the Netherlands.

16.2. All disputes in connection with these GT&C or the (execution of the) Agreement between the Client and RSM, shall fall within the jurisdiction of the competent court in Rotterdam.

APPENDIX A: SPECIFIC PROVISIONS RSM B.V. DEGREE PROGRAMMES

1. A1: Specific Payment Provisions

- 1.1. The Client must comply with the payment schedule as mentioned in the Agreement.
- 1.2. Along with the Agreement, a Client may be asked to submit a Billing Instructions form, used to determine how a Client will fulfil its financial obligations to RSM. In case any information given to RSM on the Billing Form (part of the Agreement) with regards to the payment of the Tuition Fee changes, the Client must communicate this as soon as possible, in Writing to RSM Finance Office (finance@rsm.nl).
- 1.3. In case a Client opts for a loan and the loan is transferred directly to RSM, the Client may be asked to submit a loan confirmation letter. In case the loan influences the Agreement, this will be separately arranged in Writing.
- 1.4. A scholarship may be awarded to the Client as a reduction of the Tuition Fee. To receive the scholarship, the Client must accept its terms and conditions separately in Writing.
- 1.5. Alumni are eligible for a discount of 10% on Degree Programme Tuition Fees (excluding the Executive Master of Science in Customs and Supply Chain Compliance Programme). This discount cannot be combined with other special pricing.
- 1.6. Study trips may be part of the curriculum of the Programme, for which costs must be incurred on top of the Tuition Fee.

2. A2: Applicability TER, Academic Integrity Pledge, Career Services Regulations & Application Conditions

- 2.1. The Terms and Conditions of the TER for the respective Programme (click here for: [Full-Time & Executive MBA](#), [OneMBA](#) or the [Executive Master of Science in Customs and Supply Chain Compliance](#)) apply to any Agreement made by RSM for Degree Programmes, and specifically the provisions that apply to grounds for a potential Termination of the agreement, including but not limited to:
 - 2.1.1. Not meeting the academic requirements;
 - 2.1.2. Committing fraud;
 - 2.1.3. Not complying with RSM B.V.'s Code of Conduct and Code of Behaviour;
 - 2.1.4. Not meeting the financial obligations arising from the Agreement, in accordance with article 7.6 GT&C.
- 2.2. The Client will be asked to sign an [Academic Integrity Pledge](#) upon the start of their Full-Time, Executive MBA, or OneMBA Programme. The Client must sign this pledge in order to advance their Programme.
- 2.3. The [RSM B.V. Career Services Regulations](#) apply to the Agreements for Full-Time & Executive MBA and OneMBA.
- 2.4. The [RSM B.V. Application Conditions](#) apply to the Agreements for Full-Time & Executive MBA and OneMBA.

3. A3: Cancellation & Deferral

- 3.1. A Client that opts for cancellation of the Agreement before the start date of the Programme, must notify the Admissions Office in Writing.
- 3.2. If the Client chooses to withdraw from the Programme after entering into the Agreement, and before the start of the programme, RSM will retain the Admission Fee from the Tuition Fee, as mentioned in the Agreement.
- 3.3. Under circumstances, the Client may also opt for a deferral of the start date of the Programme. Client must file a request to do so with the Admissions Office in Writing. In case the Admissions Fee is already paid, it will be carried forward to be incorporated in the new Agreement for the to be determined new Programme.
- 3.4. A Client that opts for cancellation within the duration of the Agreement, must notify the Registrar Degree Programmes in Writing (registrar@rsm.nl).
- 3.5. If the Client chooses to withdraw from the Programme within the duration of the Agreement, RSM will retain the Admission Fee from the Tuition Fee, as well as the part of the Tuition Fee due for the courses already attended by the Client. This part is calculated by dividing the sum of the ECTS per course already attended by the Client, by the total number of ECTS for a Programme.
- 3.6. In case the Client is not able to finish (components of) the Programme within the duration of the Agreement, the Client can, under personal circumstances, including but not limited to family or medical circumstances, and specifically excluding any employment-related circumstances, file a Written request for deferral with the Registrar Degree Programmes (registrar@rsm.nl). RSM is not in any way obligated to honour such a request.
- 3.7. A deferral will be agreed to in Writing. The Client may be required to comply with new entry and/or financial requirements, dependent on the Programme they re-join.

4. A4: Appeal & Complaints Procedure

- 4.1. A Client must always first try to remedy their dispute directly with the involved parties (e.g. programme management, faculty, and/or the Programme Council).
- 4.2. In case the dispute from article A4.1 has not led to a satisfactory result for the Client, the Client has the possibility to request an independent mediator or an ad hoc committee, whom will, upon request, be designated and installed by the Dean of Degree Programmes.

APPENDIX B: SPECIFIC PROVISIONS RSM B.V. EXECUTIVE EDUCATION OPEN PROGRAMMES

1. B1: Specific Payment Provisions

- 1.1. Alumni are eligible for a discount of 10% on normal Open Programme Tuition Fees. This discount cannot be combined with other special pricing e.g. corporate pricing arrangements. Some Programmes are excluded from this discount.

2. B2: Open Programme Regulations

- 2.1. RSM reserves the right to take any action it deems appropriate (including expulsion) against a Client in case his/her behaviour towards RSM staff or fellow Clients provide sufficient reasons for doing so, or if a Client acts in violation of any generally accepted law, code of conduct, or regulation and/or knowingly breaches scientific integrity standards.

3. B3: Cancellation, Deferral & Substitution

- 3.1. A Client that opts for cancellation before or within the duration of the Agreement, must notify the Executive Education Open Programmes Office in Writing (openprogrammes@rsm.nl, or by email to the Programme Manager of the Open Programme the Client registered for). The cancellation notice must contain a copy of the Confirmation Email which the Client received after Registration.
- 3.2. The Client has the right to cancel his/her participation free of charge within a term of fourteen (14) calendar days after receipt of the Written confirmation of the Registration, unless the start date of the Open Programme is within that term, in which case the moment of cancellation determines the height of the cancellation fee in accordance with Article B3.3.
- 3.3. In the final weeks prior to the Programme starting, RSM incurs non-refundable costs and expenses on behalf of the Client to deliver the Open Programme to the Client. RSM also has limited seats per Programme that can only be sold to one Client. Therefore, RSM charges a cancellation fee to recover the non-refundable costs and expenses incurred by RSM in case a Participant cancels or does not show up. These costs and expenses are dependent on the moment the request for cancellation is received. Therefore, the cancellation fee is calculated as follows:
- 25% of the Registration Fee if the cancellation notice is received twenty-eight (28) calendar days or less prior to the start date of the Open Programme;
 - 100% of the Registration Fee if the cancellation notice is received five (5) calendar days or less prior to the start date of the Open Programme, if the Client does not show up, or if the cancellation notice is received after the Open Programme has started.
- 3.4. Client has the right to defer (postpone) its Registration **once**, subject to the following conditions:
- 3.4.1. A Written notice thereof is provided by e-mail to openprogrammes@rsm.nl, or to the Programme Manager of the Open Programme the Client registered for;
- 3.4.2. If the Written notice is given within twenty-eight (28) calendar days prior to the start date of the Open Programme, a cancellation fee in accordance with Article B3.3 is charged. If the Participant attends another Open Programme within one (1) year of the start of the Programme for which attendance is cancelled, the paid cancellation fee will be considered an advance payment and deducted from the full Tuition Fee of the newly attended programme. Note that the cancellation fee does not influence the Tuition Fee of a Programme in calculating any discounts.
- 3.4.3. If the Client defers for a second time, the Client will pay the 100% cancellation fee of the initial Open Programme as set out in Article B3.3.
- 3.5. Client has the right to replace himself/herself with a substitute candidate for the entire Open Programme, provided that:
- The Client will inform RSM as soon as possible after deciding that he/she will need to be replaced, providing RSM with all necessary and/or requested details to process such a change. A substitute candidate will be asked to fill out the Online Form.
 - The substitute candidate meets any admission requirements set by RSM, and agrees to do any required pre-Programme work.
 - To guarantee the quality of the Programme experience, RSM reserves the right to reject the substitute.
 - Changes to the Programme Registration may affect any previously applied discounts (e.g. the multiple programme registration discount), and may result in an increase in individual Programme Tuition Fees.

4. B4: Alternative Programme

- 4.1. In the event of a Programme cancellation, RSM may offer the Client an alternative start date for the original Programme or an alternative Open Programme.
- 4.2. If the Client accepts the newly proposed start date of the original Programme, there shall be no refund of the Tuition Fee.
- 4.3. If the Client joins an alternative Open Programme, the difference in Tuition Fee with the original Open Programme shall become due and payable, or shall be refunded, whichever is the case.

5. B5: Appeal & Complaints Procedure

- 5.1. A Client must always first try to remedy their dispute directly with the involved parties (e.g. programme management, faculty).
- 5.2. In case the dispute from article B5.1 has not led to a satisfactory result for the Client, the Client has the possibility to request a review of the dispute by the Executive Education Complaints Board, in accordance with the procedure as laid out [here](#).