

General Terms and Conditions of Rotterdam of School of Management B.V. 2025

Open Programmes

1 January 2025

These General Terms and Conditions of Rotterdam School of Management B.V. 2024 Open Programmes apply to all relationships between Rotterdam School of Management B.V. and/or RSM Executive Education B.V. and Clients registering for an Open Programme.

1. Definitions

<u>RSM BV:</u>	Rotterdam School of Management B.V., including its subsidiary RSM Executive Education B.V.
<u>Admission Fee:</u>	The fee as indicated in the Agreement.
<u>Agreement:</u>	All written agreements between RSM BV and Client relating to the participation of Client in an Open Programme, including the completed registration form, these T&C, the Application Conditions, the applicable TER, and any Deferral Letter, any Billing Instruction Form and any NDA.
<u>Alumni:</u>	Clients who have completed an Open Programme with a duration of more than 40 hours at RSM BV.
<u>Billing Instruction Form:</u>	The document setting out the Client's financial obligations, including but not limited to the Tuition Fee, towards RSM BV.
<u>Certificate/Diploma:</u>	Proof of successful completion of an Open Programme. For the avoidance of doubt, the Certificate/Diploma is not NVAO-accredited and does not defer to a Dutch BSc or MSc-degree.
<u>Client:</u>	A natural person participating in an Open Programme on the basis of an Agreement.
<u>Course Material:</u>	All material provided by RSM BV to Client within the context of an Open Programme.
<u>DCC</u>	The Dutch Commercial Code
<u>Deferral Letter:</u>	The letter setting out the Deferral Conditions and costs by which RSM BV allows the deferral.
<u>Deferral Conditions:</u>	The terms and conditions specified in the Deferral Letter under which RSM BV allows the deferral, including any additional efforts (e.g., completing additional elements, due to changes in an Open Programme) required from the Client and costs (e.g., resulting from changes in the Open Programme) for the Client to obtain its Certificate/Diploma, or costs incurred by RSM BV due to the deferral.
<u>EUR:</u>	Erasmus University Rotterdam, which possesses public-law legal personality pursuant to the Dutch Higher Education and Research Act and is registered in the Commercial Register under number 24495550;
<u>IT:</u>	Information Technology.
<u>NDA:</u>	Non-Disclosure Agreement.
<u>Online Form:</u>	The standard form for an Open Programme on the Website which contains an acceptance of these T&C, to be completed by the Client for the request to enter into an Agreement for an Open Programme.
<u>Open Programme(s):</u>	All courses, trainings, coaching sessions, and/or other educational offerings from RSM BV that do not fall under the Dutch Higher Education and Research Act (Wet of het Hoger Onderwijs en Wetenschappelijk Onderzoek) as an accredited NVAO-degree programme.
<u>Optional Additional Costs:</u>	Any paid services that may be offered to the Client, for example extra Course Materials, specific facilities and services, or catering.
<u>RSM</u>	the business management faculty 'Rotterdam School of Management, Erasmus University' of Erasmus University Rotterdam, a public-law legal personality.
<u>Study Period:</u>	The period from the start date until the end date of a Programme.
<u>T&C:</u>	These General Terms and Conditions of Rotterdam School of Management B.V. 2024 – Open Programmes

<u>Tuition Fee:</u>	The total amount owed by Client under this Agreement but excluding any Optional Additional Costs that Client incurs during the Study Period. The Tuition Fee may consist of multiple instalments.
<u>Website</u>	the joint website of RSM BV and RSM: www.rsm.nl
<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 the Agreements between RSM BV 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 or third party is explicitly excluded.
- 2.3. The most recent version of the T&C can be found on the Website.
- 2.4. Client accepts these T&C upon entering into an Agreement with RSM BV.
- 2.5. RSM BV may amend these T&C unilaterally during the term of the Agreement. The amendments and their effective date will be communicated in advance and in Writing by RSM BV.
- 2.6. If any provision(s) of these T&C is/are (deemed) wholly or partially invalid, illegal, non-binding, or not enforceable, all other provisions remain in force, and applicable. 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. Agreement & Registration

- 3.1. RSM BV may set entry requirements and put processes in place for Clients for Open Programmes, including – but not limited to – requirements for previous education, or work experience. RSM BV may also stipulate a registration term and/or limit the number of Clients in an Open Programme. To be considered for a place in an Open Programme, the entry requirements and processes must be met and/or followed by Client. The most recent entry requirements and processes can be found on the Website.
- 3.2. To register for an Open Programme, the Client must submit the respective Online Form and accept these T&C. The Client's registration will be confirmed by a confirmation e-mail after which the Client will have entered into an Agreement with RSM BV. The Client must contact RSM BV in case no such confirmation is received by the Client after these seven (7) days. In case the entry requirements for registration are not met, the Agreement may be annulled by RSM BV.
- 3.3. The Agreement covers the entire Study Period and ends by operation of law after the Study Period, unless otherwise agreed upon in Writing.

4. Obligations RSM BV

- 4.1. RSM BV will provide its best effort to deliver the Open Programme, at the location and times determined by RSM BV - unless otherwise agreed in Writing 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. Depending on the Open Programme, and upon successful completion of the Open Programme and after having met all other requirements, RSM BV shall award the Client with a Certificate or Diploma.

5. Obligations Client

- 5.1. The Client shall pay the Tuition Fee within the payment term(s) set out in the Agreement.
- 5.2. The Client commits themselves to successfully complete the Open Programme within the set Study Period.
- 5.3. For the avoidance of doubt, the Client is subject to and must adhere to general EUR or RSM codes of conduct, rules, regulations, guidelines, and instructions with regard to the proper conduct of business on EUR sites and in EUR buildings, and the responsible use of EUR facilities, as well as any specific RSM B.V. terms and conditions, rules, regulations, guidelines, and instructions, which can be found on the Website or www.eur.nl.

6. Organisation of the Open Programme

- 6.1. RSM BV has the right to change (components of) the Open Programme, without altering the overall quality and/or learning goals. Any alterations made by RSM BV shall resemble the original contents of (the component of) the Open Programme as closely as possible.

- 6.2. Changes will be communicated to the Client in Writing and prior to the start of the (relevant component of the) Open Programme unless this is not reasonably possible.

7. Fees & Payment

- 7.1. Client shall pay the amount(s) invoiced within the term(s) as mentioned on the invoice or the Agreement to the bank account of RSM BV as indicated.
- 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 BV 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 BV reserves the right - at all times - to require security (e.g. a bank guarantee) for payment, which the Client is responsible for obtaining.
- 7.4. In the event that RSM BV incurs costs to receive or collect payment of an invoice, these costs shall be fully payable by the Client.
- 7.5. In case payment has not been received by the end of the payment term set out on the invoice or Agreement, the legal interest is due up to the time of full payment without a prior notice of default being required. The payment term on the invoice is to be considered a fatal term. Should Client exceed this term, Client will be considered in default without notice of default, in accordance with article 6:83 DCC. All unpaid invoices become due and payable immediately and all consequences of non-compliance and default apply immediately.
- 7.6. In case payment has not been received by the end of the payment term set out on the invoice, RSM BV retains the right to refuse the Client access to (components of) the Open Programme and/or to a Certificate or Diploma. Refusal of access to (components of) the Open Programme includes but is not limited to the refusal of access to the grades that Client has received.
- 7.7. Optional Additional Costs may be offered to the Client. Acceptance is at the Client's discretion, and a refusal to accept Additional Optional Costs shall have no adverse consequences for the Client.
- 7.8. Client may be asked to submit a Billing Instructions Form, used to determine in what manner the Client will fulfil its financial obligations to RSM B.V., which will be an integral part of the Agreement. The Client must communicate any changes to the information on the Billing Instructions Form in Writing to RSM B.V.'s Finance Office (finance@rsm.nl) as soon as possible.
- 7.9. Alumni are eligible for a discount on the Tuition Fee of certain Open Programmes, at the discretion of RSM BV. This discount cannot be combined with other special pricing arrangements, e.g. corporate pricing arrangements. The list of eligible Open Programmes and its discounts are communicated via the Website and can be requested through RSM BV's Open Programme Sales department (openprogrammes@rsm.nl).

8. Termination by Client

- 8.1. The Client has the right to terminate the Agreement and therewith their participation in the Open Programme, in accordance with the provisions of this article. Client can terminate the Agreement by notifying RSM BV's Open Programme Management Team in Writing (openpm@rsm.nl) or the relevant programme manager directly. The cancellation notice must contain a copy of the Written registration e-mail which the Client received after registration. RSM BV will endeavour to confirm the cancellation in Writing within seven (7) days of receipt. The Client must contact RSM BV in case no such confirmation of cancellation is received by the Client after these seven (7) days.
- 8.2. 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 e-mail of the confirming the Agreement, unless the start date of the Open Programme is within that term. In that case, and all other cases, a cancellation fee is charged in accordance with article 8.3.
- 8.3. In the weeks prior to the Programme start date, RSM BV incurs non-refundable costs and expenses on behalf of the Client to deliver the Open Programme to the Client. RSM BV also has limited seats per Programme that can only be sold to one Client. Therefore, RSM BV charges a cancellation fee to recover the non-refundable costs and expenses incurred by RSM BV 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. The cancellation fee is calculated as follows:
- 25% of the Tuition 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 Tuition 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.
- 8.4. Upon confirmation of termination, any otherwise due payments or other demonstrable reasonably owed amounts by Client, including but not limited to the costs as mentioned in Article 7.7, will be confirmed in Writing and are immediately due and payable by Client. RSM BV shall reasonably endeavour to recover any of the costs mentioned in article 7.7, where they concern advanced payments, from the third parties to whom they were due and, if recovered, reimburse the Client accordingly.
- 8.5. RSM BV will refund any residual and undue amount paid by Client to RSM BV on a bank account indicated by the Client promptly, but at least within a period of 90 days from the confirmation of the termination by RSM BV.

9. Termination and Actions by RSM BV & Alternative Open Programme

- 9.1. RSM BV reserves the right to postpone or cancel (an element of) the Open Programme if circumstances so require, including – but not limited to - in case the number of Clients for the Programme is insufficient. The Client will be notified of this postponement or cancellation in Writing within a reasonable period before the start of (the element of) the Open Programme.
- 9.2. In the event of a postponement or cancellation by RSM BV before the start of (an element of) the Open Programme, any payments made by Client to RSM BV in advance by the Client will be refunded in full. RSM BV shall refund the amount due to the Client promptly, but at least within a period of 90 days from the cancellation date.
- 9.3. In the event of an Open Programme cancellation by RSM BV, RSM BV may – at its own discretion - offer the Client an alternative start date for the original Open Programme or an alternative Open Programme.
- 9.4. If the Client accepts the newly proposed start date of the original Open Programme, there shall be no refund of the Tuition Fee.
- 9.5. If the Client accepts the option to join an alternative Open Programme, the difference in Tuition Fee with the original Open Programme shall become due and payable by Client, or shall be refunded to Client, whichever is the case.
- 9.6. RSM BV reserves the right to take any action it deems appropriate, including – but not limited to - termination of the Agreement, against a Client in case their (general) behaviour or behaviour towards staff or fellow Clients provide sufficient reasons for doing so, or if a Client acts in violation of the Agreement, the payment terms, any generally accepted law, a code of conduct, or regulation and/or breaches scientific integrity standards.

10. Deferral & Substitution

- 10.1. Client may request a deferral to partake in a future scheduled session of the Open Programme once (1), subject to the following conditions:
 - 10.1.1. A Written notice thereof is provided by e-mail to RSM BV's Open Programme Management Team (openpm@rsm.nl) or the relevant programme manager directly. The notice must contain a copy of the Written confirmation e-mail which the Client received confirming the Agreement.
 - 10.1.2. If the Written notice is given within 28 (twenty eight) calendar days prior to the start date of the Open Programme, an additional fee at the height of the fee as stated in Article 8.3 under a is charged. If the Participant attends another Open Programme within one (1) year of the start of the initial Programme, 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.
 - 10.1.3. If the Client does not attend another Open Programme within one (1) year of the start of the initial Programme the Client will pay the 100% cancellation fee of the initial Open Programme as set out in Article 8.3 under b.
- 10.2. Client understands that (elements of) the future scheduled session of the Open Programme may be subject to change, and that deferral of the Open Programme may lead to additional efforts (e.g., participating in additional required courses) or costs (e.g., new Course Material) for Client to obtain its Certificate or Diploma.
- 10.3. In this respect, RSM BV is entitled to impose Deferral Conditions, which will be specified in the Deferral Letter. By signing the Deferral Letter, Client agrees to the Deferral Conditions in addition to the Agreement, and the Deferral Letter will become an integral part of the Agreement. If the Client does not agree to the Deferral Letter within the indicated term, RSM BV has the right to terminate the Agreement.
- 10.4. Client has the right to replace themselves with a substitute candidate up until 5 (five) days before the start of the Open Programme and for the entire Open Programme, provided that:
 - 10.4.1. The Client will inform RSM BV as soon as possible after deciding that he/she will need to be replaced, providing RSM BV with all necessary and/or requested details to process such a change. A substitute candidate will be asked to fill out the Online Form.
 - 10.4.2. The substitute candidate meets any entry requirements set by RSM BV and agrees to do any required pre-Programme work.
 - 10.4.3. To guarantee the quality of the Open Programme experience, RSM BV reserves the right to reject the substitute. If RSM BV rejects the substitute the clauses concerning a cancellation by Client apply.
 - 10.4.4. Client agrees and accepts that changes to the Agreement may affect any previously applied discounts (e.g. the multiple programme registration discount), and may result in an increase in individual Programme Tuition Fees, for which Client remains responsible.

11. Usage of Internet & IT Facilities

- 11.1. Access to RSM BV's IT facilities will terminate upon termination of the Agreement.
- 11.2. If a Client's violation of RSM BV 's IT regulations results in a data breach of Clients' personal data, RSM BV cannot be held liable for any costs, damages, or expenses suffered by the Client.

12. Confidentiality

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

13. Copyright & Intellectual Property

- 13.1. Only after explicit Written permission from RSM BV may the Client use logos, patents, copyrights, or any other intellectual property rights of RSM BV and/or its faculty, and only for purposes related to the Open Programme.
- 13.2. The Course Material provided by RSM BV and/or its faculty is subject to intellectual property rights belonging to RSM BV and/or third parties. It is provided solely for the Client's personal use and study. Nothing from the Course Material provided by RSM BV and/or its faculty may be reproduced, stored in an automated database, made public, or made available to third parties without the explicit prior Written permission of RSM BV.

14. Privacy

- 14.1. RSM BV processes all personal data of the Client in accordance with the applicable data protection rules and regulations, among others the General Data Protection Regulation (EU 2016/679)(GDPR) and the AVG Implementation Act (UAVG). More information on how RSM BV handles the personal data of the Client can be found in the privacy statement on the Website.
- 14.2. The EUR campus, on which the RSM BV building is located, is secured using cameras. The usage of cameras and the access to the imagery in the RSM BV 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).

15. Force Majeure

- 15.1. In case it is fully or partially, temporarily or definitely not possible for RSM BV, as a result of one or more circumstances for which RSM BV cannot be held accountable to properly perform its obligations under Agreement and/or (a component of the) Open Programme, RSM BV has the right to suspend and/or (partially) cancel the Agreement, without being obliged to pay compensation.
- 15.2. Force majeure circumstances for which RSM BV in 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 BV'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, pandemics, epidemics, and terrorist actions and/or attacks.
- 15.3. RSM BV 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) Open Programme as soon as possible thereafter.

16. Liability

- 16.1. Except for wilful intent or gross negligence on the side of RSM BV, RSM BV is, the maximum liability of RSM BV, irrespective of the legal ground on which the claim of the Client is based, is limited to the amount of the Tuition Fee paid or payable by the Client on the basis of the Agreement.
- 16.2. RSM BV 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.
- 16.3. RSM BV is not liable for the theft, loss, or damage to personal property of the Client, endured on RSM BV facilities, or endured during other off-premise activities of RSM BV.
- 16.4. Except for wilful intent or gross negligence on the side of RSM BV, RSM BV is, irrespective of the legal ground on which the claim of the Client is based, not liable for damage caused by subordinates and/or non-subordinates for whom it is liable according to the law, and/or third parties whom RSM BV engages for the performance of the Agreement.
- 16.5. RSM BV may engage third parties for the execution of the Agreement. RSM BV is entitled to invoke any limitations of liability of those third parties towards the Client, except for wilful intent or gross negligence.

- 16.6. The limitation of liability from Article 16.1 does not apply insofar as the liability of RSM BV for the damage in question is insured under any insurance agreement of RSM BV and the applicable insurer. In that case, RSM BV is only liable for the amount that is paid out under the relevant insurance in the relevant case. RSM BV is not obligated to assert rights under any insurance it has taken out if it is held liable by the Client. The other provisions of article 16 apply in full.
- 16.7. RSM BV exercises great care when composing the Course Materials it provides. However, RSM BV 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 Open Programme is excluded.
- 16.8. In order to participate in certain Open Programme components, the Client will be asked to take out appropriate insurance. It is the responsibility of the Client to obtain and maintain the appropriate insurance.

17. Disputes

- 17.1. If a matter arises, a Client must first try to remedy their matter amicably directly with the involved parties and/or departments in consultation with the relevant programme manager of the Open Programme.
- 17.2. If an attempt to resolve the matter amicably has not led to a satisfactory result for the Client, the Client may file a complaint in Writing no later than 30 days after the end of the Programme with the RSM BV Executive Education Team via the contact form on the Website.
- 17.3. In case the decision on the complaint made by the RSM BV Executive Education team as set out in article 17.2 has not led to a satisfactory result for the Client, Client may appeal the outcome with the Open Programmes Complaints Board no later than four weeks after the date of receipt of the outcome under article 17.2, by sending an appeal in Writing in accordance with the procedure as set out the Website.

18. Applicable Law

- 18.1. All Agreements with RSM BV are governed exclusively by the law of the Netherlands.
- 18.2. All disputes in connection with these T&C or the (execution of the) Agreement between the Client and RSM BV, shall fall within the jurisdiction of the competent court in Rotterdam.