



**General Terms and Conditions of Education at Nyenrode B.V.
2016-2017**

Adopted by the University Board of Nyenrode on August 15, 2016

GENERAL TERMS AND CONDITIONS OF EDUCATION AT NYENRODE

Article 1 DEFINITIONS

- 1.1** Code of Conduct: the code of conduct, consisting of rules that govern the behavior, responsibility, and expected mutual respect of the Students and employees of Nyenrode.
- 1.2** Tuition Fee: the price of a Study Program or Open Program due for the period stipulated in the enrollment form (such as a Study Period), which expressly excludes the cost of text books, travel and accommodation expenses, study and other trips, additional costs for certain Program Components, the costs of a computer/laptop, photocopying costs, and the costs of other literature and books that are listed in the Study Guide that applies for the relevant Study Period, unless otherwise indicated for a specific Study Program or Open Program. If and insofar as Nyenrode calculates the Tuition Fee for each Program Component, it will provide that for the relevant Study Program or Open Program in advance in the manner laid down for that purpose.
- 1.3** Services: the provision and organization of a Study Program or Open Program by or on behalf of Nyenrode, as well as conducting or arranging for a third party to conduct Exams for the Study Program, all, insofar as applicable, in accordance with the rules adopted for a Study Program under the Dutch Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek, WHW*) and the Rules & Regulations (*Onderwijs- en Examenregeling, OER*), as well as in accordance with the provisions of the Study Guide, such as at locations to be determined by Nyenrode and by lecturers who are qualified in Nyenrode's opinion.
- 1.4** Exam Committee: the exam committee as referred to in Article 7.12 WHW.
- 1.5** General Statute: the General Statute of Nyenrode, which describes general aspects that are important in relation to Nyenrode and staying at Nyenrode and that serves as a framework for the underlying regulations such as the Code of Conduct, rules governing appeals, and lodging appeals, integrity, etc.
- 1.6** Enrollment Form: hard copy or digital form that the Student uses to enroll for a Study Program or Open Program, which is not the registration form.
- 1.7** Enrollment Fee: the amount for registering the enrollment of the Student for a Study Program or Open Program, which is due, independently from the Tuition Fee, at the start of a Study Period, unless stated otherwise in advance in the manner laid down for that purpose for a specific Study Program or Open Program.
- 1.8** OER: the Rules & Regulations (*Onderwijs- en Examenregeling*) adopted for a specific program or programs of Nyenrode (where possible, for a specific Study Period).
- 1.9** Open Program: a program, for which an individual may enroll as a participant, which is not aimed at the participant obtaining a degree; a certificate may, however, be issued to the participant on successfully completing an Open Program.
- 1.10** Study Program: a program that is offered and provided by Nyenrode and which, if passed, leads in case of an accreditation by the Accreditation Organization of the Netherlands and Flanders (*Nederlands-Vlaamse Accreditatieorganisatie, NVAO*) to the award of a Dutch title or degree listed and recognized in the WHW, or in case of foreign accreditation, as referred to in Article

2.1, to the award of an international title or degree, or in case of a successful completed post master in accountancy or controlling to the professional qualification RA or RC after registration by the professional organizations NBA or VRC.

- 1.11** Program Management: the program director and program manager who are responsible for and manage a Study Program or Open Program.
- 1.12** Program Component: a unit of study of a Study Program or Open Program, also referred to as course, or module.
- 1.13** Student: the natural person who enters into a Study Contract with Nyenrode for a specific Study Program and is accordingly enrolled for that program at Nyenrode, in accordance with the enrollment procedures as set out below, in order to attend class and/or take Exams; a Student also means a participant in an Open Program or executive program, other than the customized programs. Any reference in these General Terms and Conditions to 'he' or 'his' in respect of the student also means 'she' or 'her' for a female student.
- 1.14** Study Guide: a study guide in which the different Program Components of a Study Program or Open Program are described, including the exam circular of a Study Program; study guide also means the relevant information that Nyenrode provides via the portal.
- 1.15** Study Contract: the agreement for the provision of Services between the Student and Nyenrode, all to the exclusion of Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code, and which must be co-signed by the Student's legal representative(s) if the Student is a minor.
- 1.16** Study Period: a full academic period, always commencing and ending on the date specified in the information brochure for the specific Study Program or Open Program as provided by Nyenrode in advance, including but not limited to the Study Guide or OER.
- 1.17** Exams: a generally used term for the assessment of knowledge and skills in relation to a specific Program Component; Exams also include a test, paper, or further form of examination. Every Program Component ends with an Exam, unless otherwise specified in the information brochure as provided by Nyenrode in advance, including but not limited to the Study Guide or OER.
- 1.18** Nyenrode: the private limited company Universiteit Nyenrode B.V., which has its registered office and principal place of business in Breukelen, the Netherlands.
- 1.19** WHW: Dutch Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*).

Unless stated otherwise in these general terms and conditions, the term 'written' or 'in writing' also means electronic data traffic, such as e-mail messages.

Article 2 PURPOSE OF THE PROGRAM AND EXIT QUALIFICATIONS

- 2.1** Nyenrode organizes and provides fully-recognized Study Programs at university and non-university level, aimed at the award of a Dutch title or degree listed and recognized in the WHW based on Dutch (NVAO) accreditation (such as an MSc, BSc, or LL.M) , or in case of a successful completed post master in accountancy or controlling to the professional qualification RA or RC after registration by the professional organizations NBA or VRC, or the award of an international title/degree based on foreign (EQUIS or AMBA) accreditation (MBA), as well as programs that lead to a Dutch diploma recognized by the Center for Post Initial Education in the Netherlands (CPION) and non-accredited (Executive Education & Organizational Development (EEOD) Postdoctoral) Open Programs for which a certificate can be obtained upon successful completion.
- 2.2** The general final requirements (eindtermen) for a specific Study Program or Open Program can be found on the Nyenrode website and are linked by subject to the learning objectives of the Study Program or Open Program. The learning objectives and exit qualifications are stated in the self-assessment reports and can also be recorded in a separate document for each Study Program or Open Program.

Article 3 APPLICABILITY

- 3.1** These general terms and conditions apply to all offers of Nyenrode, enrollments at Nyenrode, and all Study Contracts entered into with Nyenrode. Provisions that vary from these general terms and conditions are valid only if the parties have expressly agreed to them in writing.
- 3.2** If one or more provisions of these terms and conditions are fully or partially void or nullified at any time, the remaining provisions of these terms and conditions will remain applicable. The parties will arrange to replace the void or nullified provisions with provisions that take account of the intention of the void or nullified provisions as far as possible.
- 3.3** Unless the parties expressly agree otherwise in writing, these general terms and conditions, once they form part of any agreement between the parties, will form part of any subsequent agreement concluded between Nyenrode and the Student, or an offer by Nyenrode to the Student, even if reference is not made to the applicability of these terms and conditions and/or if a copy of these terms and conditions is no longer provided.
- 3.4** These terms and conditions also apply to all third parties and their successors in title hired by Nyenrode for the performance of the Study Contract.
- 3.5** If there are any discrepancies between these terms and conditions in Dutch and translated versions, the Dutch version will be binding.

Article 4 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 4.1** The relationship between Nyenrode and the Student is strictly personal. The rights and obligations arising from this relationship, now and in the future, cannot be assigned to third parties, unless and insofar as the parties expressly agree otherwise in writing. A possible example would be if a third party, such as an employer, wishes to pay all or part of the Student's study costs.

- 4.2** Any assignment or encumbrance contrary to the provisions of paragraph 1 is devoid of any effect under property law (i.e. is not 'binding on third parties').

Article 5 FORMATION OF THE STUDY CONTRACT

- 5.1** The Study Contract is formed by Nyenrode's express confirmation and acceptance of the Student's enrollment for the Study Program or Open Program. The Student may enroll for that Study Program or Open Program on or before the applicable enrollment date by submitting the designated enrollment form, which can be found on the Nyenrode website, accompanied by a copy of his ID document and copies of diplomas obtained, lists of grades, and other documents required by the Study Program or Open Program. The entry requirements and the documents to be submitted for the relevant Study Program or Open Program are set out on the Nyenrode website. Nyenrode's confirmation and acceptance of enrollment for a Study Program involves a student number and the details of the Study Program or Open Program for which the Student has enrolled. If someone wishes to enroll as a Student, but Nyenrode does not wish to admit him, for example because he does not satisfy the level that Nyenrode requires, he will receive a written response to that effect from Nyenrode.
- 5.2** Enrollment requests that are received after the enrollment date will be accepted depending on how many students have already been admitted. Enrollments that are received in time will be accepted first.
- 5.3** A Study Contract may also be deemed to have been formed if effect has already been or is given to it because the Student has demonstrably accepted all or part of the Services on a regular basis (including 'has enjoyed education'), which may be shown by evidence that includes but is not limited to attendance lists.
- 5.4** Amendments, additions, or extensions of the Study Contract must be expressly agreed in writing between the parties.

Article 6 NYENRODE'S BEST-EFFORTS OBLIGATION

- 6.1** Nyenrode must endeavor to perform its Services to the best of its knowledge and ability and to offer the program as referred to in the Study Contract between the parties to the best of its knowledge and ability. Nyenrode must observe the applicable regulations and exercise due care in that regard, on the understanding that the Study Contract constitutes a best-efforts obligation for Nyenrode towards the Student and not an obligation to achieve a result.
- 6.2** Nyenrode will determine how the Study Contract is implemented, within the applicable provisions and rules of the OER that apply to the program for that Study Period, and the applicable Study Guide of Nyenrode, including all accompanying and underlying annexes. The Student is deemed to be aware of these documents and to act accordingly.
- 6.3** Nyenrode reserves the right for reasons of quality improvement and prescribed reprogramming to make interim changes to the format of the Study Program or Open Program, or its Program Components, in terms of place and time. The Student is responsible for checking the portal in time to see if any changes have been made in that manner.
- 6.4** If a Program Component of a Study Program or Open Program is unexpectedly canceled, Nyenrode will try, where possible, to offer a catch-up option during the course of the specific Study Program or Open Program. Nyenrode is not liable for any consequences of being unable

to organize, or for the Student not being or having been able to attend a Program Component or its catch-up option.

- 6.5** Nyenrode reserves the right to cancel a Study Program or Open Program if there are insufficient enrollments for it. Students who have enrolled for that Study Program or Open Program will receive written notice of its cancellation. In that case, they will not be charged any costs and any amounts already paid will be refunded (without interest). Nyenrode is not liable for any damage or loss that the Student suffers if such a Study Program or Open Program is unexpectedly canceled, unless Nyenrode acts with intent or is grossly negligent.

Article 7 STUDENT'S OBLIGATIONS

- 7.1** The Student must act in accordance with the Code of Conduct and the applicable OER. The Student must refrain from conduct and/or activities whose purpose or effect is to disrupt teaching, the acquisition of knowledge, or a fair evaluation of performance, including but not limited to committing plagiarism. Nyenrode or a lecturer and/or the Program Management acting on its behalf may expel a Student from and deny him the right to participate in a Program Component if the Student, in their judgment, is disrupting the Study Program or Open Program or one of its Program Components.
- 7.2** The Student must do his utmost to successfully complete the Study Program or Open Program within the stipulated period. The Student must try to participate in all Program Components, unless this cannot be required of him for compelling reasons and he has made arrangements in that regard with the Program Management and the lecturer concerned, and, if applicable, with the Exam Committee concerned.
- 7.3** The Student must be at the designated location for a specific Program Component on time, i.e. before it starts. The Student must take the Exams that are given and organized for the purpose of the Study Program, as well as participate in compulsory study trips and other compulsory Program Components.
- 7.4** The Student must carry valid proof of identity while Exams are being conducted and show this at the request of a proctor. If the Student fails to do so, the Exams he has taken may be declared void. The same applies if the Student uses aids when taking Exams, other than those whose use is permitted under the rules for the Study Program as laid down in the OER and/or the Study Guide and/or the course outlines and/or the specific information on Exams.

If fraud is detected, the Exam Committee may impose a sanction on the Student as the final assessment for the Exam concerned. If serious fraud is committed, the University Board may, on the Exam Committee's recommendation, permanently end the Student's enrollment for the Study Program (also see Article 11).

- 7.5** If Nyenrode, its lecturers and/or the Program Management hold the view that the Student's behavior is unacceptable, whether or not it involves a repeated failure to comply with the obligations stipulated under Articles 7.1 and 7.2, the Student will receive a written misconduct warning from or on behalf of Nyenrode. The failure to comply immediately and unconditionally with such a misconduct warning will result in:
- the initiation of suspension proceedings as referred to in Article 10;
 - expulsion as referred to in Article 11; or
 - the inability to continue the Study Program or Open Program at Nyenrode.

Article 8 STUDY RESULTS AND PROGRESS

- 8.1** Study results are registered such that an interim transcript of the results achieved by each Student for Program Components can be provided to them on request.
- 8.2** The Program Management provides student counseling to an individual Student where needed. Student counseling can be intensified if the Student has unsatisfactory study results and shows inadequate progress. Additional costs for intensive student counseling are payable by the Student. The Student remains ultimately responsible for achieving any results within the period stipulated for that purpose.
- 8.3** If the Student has unsatisfactory study results and shows inadequate progress in the Study Program or Open Program, even after intensified student counseling, this may constitute cause, depending on the Study Program or Open Program, for early termination as referred to in Article 12.3 under e.

Article 9 TUITION FEE, COSTS, PRICE, AND PAYMENT

- 9.1** The tuition fee is invoiced once every Study Period or module prior to that Study Period or module. All payments must be made to Nyenrode in euros and to the bank account and in the manner indicated by Nyenrode.
- 9.2** The applicable tariffs for the Tuition Fee and other costs for the relevant Study Period or module are specified on the Nyenrode website. Nyenrode is entitled to adjust the tariffs each year.
- 9.3** In addition to the Tuition Fee, Nyenrode may charge a fee for Exams, the thesis process, and retake exams. Nyenrode indicates this for the relevant Study Program in the manner laid down for that purpose. Unless stated otherwise, the Student is not entitled to a retake exam for every Program Component in a Study Period that ends with an Exam. The Exam Committee may decide in accordance with the procedures adopted for that purpose to give a Student with specific and special circumstances additional opportunities to finish the Program Component and determine what conditions will apply.
- 9.4** The Tuition Fee or other amounts payable must be paid on or before the due date of the invoice. The possibility of applying set off to or suspending a payment is expressly excluded.
- 9.5** Nyenrode is at any time entitled to require security (in the manner it determines) for the amount owing by the Student.
- 9.6** If the Tuition Fee is not paid within the period specified in 9.4, the Student is in default by operation of law, without the need for any further notice of default, and will owe interest from that date at 1% per month, to be calculated from the date on which the default commences, for which purpose part of a month will be regarded as a full month.
- 9.7** If the Student also fails to pay the invoiced amounts after a demand, Nyenrode will charge the Student extrajudicial collection costs in accordance with the Extrajudicial Collection Costs (Fees) Decree (*Besluit Vergoeding voor Buitengerechtelijke Incassokosten*), as referred to in Article 6:96, paragraph 4 of the Dutch Civil Code in connection with the collection of the outstanding amounts, even if the extrajudicial costs relate only to sending one or more letters of demand.
- 9.8** If the Student is in default as referred to in Article 9.6 or the security required under Article 9.5 has not been furnished, Nyenrode will be entitled, with immediate effect, to suspend the performance of its obligations under the Study Contract and/or to terminate the Study Contract

without judicial intervention, notwithstanding all its other rights under the Study Contract or by law. This does not affect the Student's payment obligations for the amounts already invoiced. If payment is not made, not made in full, or not made on time, the Student will not be permitted to attend Program Components for the Study Program or Open Program, take Exams, or participate in other activities of Nyenrode.

- 9.9** If all or part of the Tuition Fee is not paid by the end of the Study Period, the Student may not enroll for the next Study Period before the outstanding Tuition Fee and the Tuition Fee for the Study Period for which the Student wishes to enroll are paid as a lump sum, unless Nyenrode decides otherwise in the particular case for reasons of its own.
- 9.10** If the Tuition Fee remains unpaid, no proof of passing the final examination ('the degree diploma') or certificate will be issued to the Student.
- 9.11** If payment is to be made by a third person, the Student remains responsible for punctual payment. The Student's payment obligation does not cease to apply if he fails to attend all or part of the Study Program or Open Program.

Article 10 SUSPENSION

- 10.1** If a Student fails to comply immediately and/or unconditionally with the misconduct warning referred to in Article 7.5, at Nyenrode's discretion, Nyenrode's University Board may decide to suspend the Student, with immediate effect, for a period of the Study Program or Open Program or its Program Components, whether or not after verbal notice.
- 10.2** The suspension decision will be immediately confirmed to the Student by registered letter, stating the reasons for the suspension and its start and end dates. After the suspension period ends, arrangements will be made with the Student and recorded in a further misconduct warning. The failure to comply with the content of this misconduct warning will lead to the initiation of the expulsion procedure as described in Article 11.
- 10.3** The Student may submit a written objection to the suspension, within the period stipulated in the suspension letter, in accordance with Nyenrode's appeal procedure, which is appended to and forms part of the General Statute.
- 10.4** If there is reason to do so, the period referred to in Article 10.2 may be extended once for a period to be determined by Nyenrode's University Board. Any extension of the suspension will be confirmed by registered letter to the Student, stating the reasons for the extension.
- 10.5** During the suspension, the Student is prohibited from attending Program Components of the relevant Study Program or Open Program and/or from being present in or on Nyenrode's buildings or grounds.
- 10.6** Nyenrode is not liable for any damage or loss that the Student suffers as a result of his suspension. If suspended, the Student is not entitled to a full or partial refund of the Tuition Fee or of the other costs as referred to in Article 9.

Article 11 EXPULSION

- 11.1** If a Student fails to comply immediately and/or unconditionally with the misconduct warning referred to in Article 7.5 or 10.2, at Nyenrode's discretion, or commits serious fraud, Nyenrode's University Board may decide to permanently expel the Student, with immediate effect, from the Study Program or Open Program.
- 11.2** The Student will in any case be permanently expelled from the Study Program or Open Program, with immediate effect:
- if he repeatedly contravenes the rules of conduct under Articles 7.1 and 7.2, has already been warned in writing on several occasions, and his attention has been drawn to the possible consequences of his acts or omissions;
 - if he is guilty of serious misconduct, which in any case includes using or dealing in narcotics and/or having prohibited weapons or narcotics in his possession and/or threatening to commit and/or committing violence in the buildings or on the grounds of Nyenrode.
- 11.3** The Student will be give written notice of the intention to permanently expel him from the Study Program or Open Program by registered letter, stating the reasons for the permanent expulsion.
- 11.4** The Student may submit a written objection to the intention referred to in Article 11.3, within the period stipulated in the letter as referred to in Article 11.3, in accordance with Nyenrode's appeal procedure.
- 11.5** After being permanently expelled, the Student is prohibited from attending further Program Components and/or being present in or on Nyenrode's buildings or grounds.
- 11.6** Nyenrode is not liable for any damage or loss that the Student suffers as a result of his permanent expulsion. If permanently expelled, the Student is not entitled to a full or partial refund of the Tuition Fee for the relevant Study Period and/or Program Component or of the other costs as referred to in Article 9.

Article 12 TERM OF THE AGREEMENT, NOTICE OF TERMINATION, TERMINATION AND CANCELLATION

- 12.1** The Student has a period of 14 days after entering into the Study Contract to cancel it free of charge. In that case, the Student bears the costs of returning any items supplied to him and Nyenrode will not refund his enrollment fee.
- 12.2** The term of the Study Contract coincides with the nominal duration of the relevant Study Program or Open Program. If a Student has not completed the Study Program or Open Program by the end of its nominal duration, Nyenrode may extend the Study Contract at the Student's request. However, Nyenrode is not obliged to comply with the extension request.
- 12.3** The Study Contract ends:
- a. when the Student obtains his degree or certificate and all outstanding payment and other obligations towards Nyenrode have also been fulfilled;
 - b. by mutual consent, once both parties have confirmed this in writing;
 - c. if Nyenrode is no longer able to offer the Study Program or Open Program because of demonstrable force majeure;

- d. if the Student's unsatisfactory study results and inadequate progress in the Study Program or Open Program constitute cause for the early termination of the Study Contract as referred to in Article 8.3. In this case, notice of termination is given in writing, stating the reasons for termination;
 - e. if the Student has clearly ended the Study Program or Open Program within the period indicated in Article 12.2 at his own initiative and not responded to a repeated request in writing to appear;
 - f. if the Student is permanently expelled from the Study Program or Open Program as referred to in Article 11 of these terms and conditions; and
 - g. upon the death of the Student.
- 12.4** If the Study Contract is terminated in one of the cases referred to in Article 12.3 under d., e. and f., the Student will not be released from his payment obligations in respect of the Tuition Fee and other costs of the relevant Study Period or the costs as referred to in Article 9.
- 12.5** Notwithstanding all other rights that arise from these terms and conditions, contractually, and by law, including its right to compensation and/or its right to fully or partially suspend its obligations under the Study Contract, Nyenrode is entitled to fully or partially terminate the Study Contract for cause, without judicial intervention, if the Student directly or indirectly fails to comply, fails to comply on time, or fails to comply properly with his obligations under the Study Contract.
- 12.6** Termination of the Study Contract for cause does not release the Student of his obligations under the Study Contract and/or these general terms and conditions insofar as these obligations are intended explicitly or by their nature to also remain in force after the end of the Study Contract, such as obligations relating to liability and the assignment of rights and obligations.
- 12.7** The Student is entitled to terminate the Study Contract early by giving notice with effect from the end of each Study Period. For this purpose, the Student must inform Nyenrode of his wish to terminate the Study Contract with effect from the end of that Study Period by registered letter no later than one month before the end of the Study Period. If notice of early termination is not given on time, the Study Contract will remain in force for the whole of the next Study Period and the Tuition Fee due for that Study Period must be paid until the first possible date with effect from which notice is or will be given on time.

Article 13 LIABILITY

- 13.1** The Student is liable for and must indemnify Nyenrode against all damage or loss that Nyenrode suffers arising from or connected to an imputable breach by the Student in the performance of any obligation under a Study Contract entered into with that Student or from any tort or other unlawful act committed by the Student towards Nyenrode, its employees, or third parties and/or any contravention of one of his obligations under the Code of Conduct.
- 13.2** Unless it acts with intent or is grossly negligent, Nyenrode is not liable for the theft or loss of or damage to the Student's personal property within or around Nyenrode's grounds or elsewhere during the study trips and other activities of Nyenrode.
- 13.3** Nyenrode is not liable for damage or loss that the Student suffers if he is suspended or permanently expelled from the Study Program or Open Program in accordance with Article 10 and 11.

- 13.4** Nyenrode's liability in case of an imputable breach in the performance of its obligations under the Study Contract is capped at the amount of the Tuition Fee and the costs referred to in Article 9.
- 13.5** The Student must have his own statutory liability insurance and mandatory health insurance and be able to provide proof thereof. Foreign students must be adequately insured and be able to provide proof thereof to Nyenrode on request.

Article 14 FORCE MAJEURE

- 14.1** Force majeure means every circumstance beyond the control of Nyenrode that is of such a nature that Nyenrode cannot reasonably be required to perform the agreement.
- 14.2** Force majeure also includes:
- war, civil war and uprisings, including outside the Netherlands, as well as full or partial mobilization of troops;
 - epidemics;
 - terrorism;
 - occupation of the university;
 - fire and other disturbances within the university buildings;
 - transport problems, strikes or other collective actions, blockades and lockouts;
 - a general lack of the items or services required for performance as agreed in the Study Contract;
 - natural disasters;
 - excessive sickness absence and general public transport problems;
 - as well as any other circumstance that obstructs normal progress or passage in the Study Program/buildings and/or grounds of Nyenrode, as a result of which Nyenrode cannot reasonably be expected to perform the Study Contract.
- 14.3** If it is affected by force majeure, Nyenrode will be entitled to suspend its obligations under the Study Contract, subject to giving notice of the circumstances that have caused this force majeure.
- 14.4** If the period during which the fulfillment of Nyenrode's obligations is not reasonably possible because of force majeure lasts longer than six months, the Student and Nyenrode may jointly decide to terminate the Study Contract, without this giving rise to any obligation to pay compensation.
- 14.5** If Nyenrode has partly fulfilled its obligations, or can only partly fulfill its obligations when the force majeure commences, it will be entitled to invoice the part that has been or will be performed separately and the Student must pay this invoice as though it relates to a separate contract.

Article 15 CONFIDENTIALITY

- 15.1** As Nyenrode complies with the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*), it will treat all personal information of the Student, regardless of who provides it, as strictly confidential and will not use this information for a purpose other than that for which it was received without the Student's prior consent. When the Study Contract is concluded, the Student is asked for consent to provide information to third parties, including for but not limited to educational purposes, accreditations, rankings, and student associations.
- 15.2** Exceptions to the provisions of the previous paragraph are possible in exceptional situations in which the interests and/or welfare of the Student make such an exception reasonably necessary or when such an exception may be required of Nyenrode on a statutory or judicial basis. In this case, the Student must be given notice as far as possible and, where possible, in advance.
- 15.3** If the Student carries out activities for a committee of Nyenrode or does an internship at a third party as part of his studies, including for the purpose of writing his final thesis/project or other assignments in relation to his studies at Nyenrode, he must observe confidentiality in relation to the specific and private business data of which he becomes or is made aware. Where applicable, the Student must sign a non-disclosure agreement for this purpose.

Article 16 INTELLECTUAL PROPERTY RIGHTS

All items provided by Nyenrode, such as books, readers, and software, are subject to copyrights of Nyenrode or third parties and are intended to be used by the Student only for the purpose of his studies. The items referred to in this article may not be reproduced, publicized, and/or in any other way disclosed or provided to third parties, both during and after the term of the Study Contract, without Nyenrode's express and prior consent.

Article 17 PARTICIPATING IN STUDENT LIFE AT NYENRODE

- 17.1** Student life on the campus of Nyenrode is not the responsibility of Nyenrode but rather of the student associations NCV (*Nieuwe Compagnie van Verre*) and VAS (*Vereniging van Accountancy Studenten*), with which the Student enters into a separate agreement himself without any involvement by Nyenrode. The relationship between the student association and the Student is governed by the charter of the particular student association.
- 17.2** If the Student misbehaves in the context of his student life towards other students, personnel of Nyenrode, and/or third parties or causes damage or loss to them or the Nyenrode estate, Nyenrode may hold the Student personally liable, including any consequences that may arise for the continuation of his studies at Nyenrode. The Student is subject to the Code of Conduct that is appended to the General Statute.
- 17.3** The Student must act as a good tenant during the tenancy of any accommodation on campus. If the Student fails to comply, fails to comply fully, or fails to comply punctually with his tenancy obligations, he will be evicted from the rented accommodation, notwithstanding his obligation to pay the amount still due to Nyenrode under the tenancy agreement.

Article 18 DISPUTES, APPLICABLE LAW, AND COMPETENT COURT

- 18.1** In case of a complaint or dispute between the parties relating to the performance of the Study Contract, the parties must do their utmost to reach an out-of-court settlement.
- 18.2** Only Dutch law applies to all offers and agreements between Nyenrode and the Student and disputes that cannot be settled out of court will be submitted exclusively, at the initiative of either party, to the competent judge for that case at the Central Netherlands District Court.

These General Terms and Conditions of Education were adopted by the University Board of Nyenrode on August 15, 2016 and then communicated to students, employees, and third parties internally via the Intranet and Portal, and externally via the Nyenrode website. These General Terms and Conditions of Education take immediate effect. If and insofar as all or part of an OER and/or Study Guide and/or brochure is inconsistent with the provisions of these General Terms and Conditions of Education, the text of these General Terms and Conditions of Education will prevail.

University Board

prof. dr. M. Dzoljic
prof. dr. L. Paape RA RO CIA
drs. R.B. Vetkamp

prof. dr. M. Dzoljic
Rector Magnificus

mr. R.N.S. Emons
General Secretary