

General terms and conditions of delivery for IHE Delft courses – July 2022

Article 1 | General provisions

- The general terms of delivery apply to all agreements with IHE Delft regarding courses in the sense of these general terms of delivery.
- Any exception from these terms and/or agreement must be stated in writing.
- Within these terms the following definitions apply:
 - Termination: To end the contract prior to it being fully performed. The notice of termination must be given in writing;
 - Cancellation of the course: The event in which the course cannot take place;
 - Academic Registrar: The appointed official who handles student records;
 - Additional costs: All costs incurred, including in any case the amount that IHE Delft charges for the (use of) course material and activities arising from the course, e.g. residence permit and insurance;
 - Admission: The IHE Delft transaction whereby the application is accepted by IHE Delft;
 - Applicant: He/she who has applied with IHE Delft to follow a course;
 - Application: The request from an applicant to IHE Delft for admission to a course, with the required documents attached. This transaction should be seen as a proposal to IHE Delft to be registered for a course and a statement of approval of these general terms and conditions of delivery;
 - Complaints: Disagreements with IHE Delft and dissatisfaction of the student or sponsor concerning the course;
 - Course: All education curricula and other forms of education services conducted by IHE Delft, as well as advice in the broadest sense of the word, including a PhD and MSc degree programme as well as short courses, Graduate Professional Diploma Programmes, online courses and special programmes;
 - Course material: Readers, brochures, handbooks, digital course material, and other material that is necessary for knowledge transfer and application during the period of the course;
 - Dispute: Difference of opinion concerning the interpretation of any agreement and these general provisions between IHE Delft and the student or sponsor, whereby, after proceeding in accordance with the applicable complaint regulation (art 12 or the examination regulations), no agreement has been reached;
 - Sponsor: A legal person or entity who is registered during the admission process to provide the funding for a student participating in a course; a student can be a sponsor of him/herself; a donor organisation is a typical example of a legal entity;
 - Fellowship holder: Student who is sponsored by a donor organisation to follow a study at IHE Delft;
 - Fellowship and Admission Officer: The appointed contact person for the applicant during the admission period for non-academic matters;
 - Student: He/she who has been admitted with IHE Delft, has been duly placed, and is following a course;
 - Participation: Following the course for which the student has been admitted and taking part in its related activities;
 - Course coordinator: He or she who is responsible for the organisation and implementation of the course; In some cases, the course coordinator is referred to as the programme coordinator or programme manager;
 - Resources: Privileges and facilities provided by or via IHE Delft required for the successful participation and provision of information during the course, such as the (digital) library, e-mail, Virtual Learning Environment, and transport concerning organized courses on offer at different locations;
 - Tuition fee: The amount that the sponsor must pay to IHE Delft for the participation of the student in the course;
 - IHE Delft: The Stichting IHE Delft Institute for Water Education, a foundation established under Dutch law, located at Westvest 7, Delft, the Netherlands;
 - IHE Delft study regulation: The study regulations of IHE Delft, PhD protocol, study and examination regulations for MSc, short courses, online courses and special programmes as published on the IHE Delft Student Source (intranet). Likewise, as regards a PhD study, the study regulation of IHE Delft partner university where the student is taking his/her doctoral degree;
 - IHE Delft website: IHE Delft internet pages which are accessible via the home page at www.un-ihe.org;
 - GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Article 2 | Admission

- 2.1 Admission is concluded by means of a final admission document (letter, e-mail, certificate) and an agreement between IHE Delft and the sponsor.

- 2.2 Admission is for the entire duration of the course and applies only to the course stated in the final admission document.
- 2.3 If applicable, IHE Delft applies for the residence permit and an obligatory health- and legal liability insurance. The costs for residence permit and insurance costs are included in the additional costs.
- 2.4 Accommodation is made available where possible through IHE Delft. For certain fellowship holders the use of IHE Delft accommodation is mandatory and will be specified in the fellowship conditions shared with the student before fellowship acceptance.

Article 3 | **Cancellation of the course / Termination after admission**

- 3.1 In the case of insufficient applicants or force majeure, IHE Delft is entitled to cancel the course. The applicant receives written notification to this effect at least two weeks before the start of the course. Any payment already made to IHE Delft for tuition fee and additional costs is fully refunded. Participation in another course can be arranged upon request.
- 3.2 In the case of cancellation of the course, the applicant is not entitled to any compensation from IHE Delft, other than the amounts referred to in Article 3.1.
- 3.3 Reimbursements will be made to the same bank account as that from which the initial payment of the fees was made. Bank transfer costs will be deducted from the reimbursement.
- 3.4 If an applicant decides to terminate after an admission, the sponsor must pay the following costs:

MSc degree course

The additional costs already incurred by IHE Delft, plus:

- 0% of the tuition fee if termination takes place earlier than two months before the start of the course.
- 10% of the total tuition fee for the first 12 months of the course if termination takes place at between two months and one month before the start of the course.
- 20% of the total tuition fee for the first 12 months of the course if termination takes place within one month before the start of the course.
- For the regular (1-year) MSc programme: 100% of the total tuition fee if termination takes place after the course has started.
- For the Research MSc programme: 100% of the tuition fee for the full programme if termination takes place after the 2nd year has started. If termination takes place before the 2nd year has started, the sponsor is not liable for the tuition fee for the 2nd year.

PhD degree course

The additional costs already incurred by IHE Delft, plus:

- 0% of the tuition fee if termination takes place earlier than two months before the start of the course.
- 10% of the total tuition fee for the first year of the course if termination takes place between two months and one month before the start of the course.
- 20% of the total tuition fee for the first year of the course if termination takes place within one month before the start of the course.
- 100% of the total tuition fee for the first year of the course if termination takes place after the course has started, but in the first year.
- 100% of the total tuition fee for the first and second year of the course if termination takes place after the course has started, but in the second year.
- 100% of the total tuition fee for the first, second and third year of the course if termination takes place after the course has started, but in the third year.
- 100% of the total tuition fee for all 4 years if termination takes place after the course has started, but in the fourth year.

Non-degree courses

The additional costs already incurred by IHE Delft, plus:

- 0% of the tuition fee if termination takes place earlier than 30 days before the start of the course.
- 10% of the tuition fee if termination takes place between 30 and 14 days before the start of the course.
- 25% of the tuition fee if termination takes place between 14 and 7 days before the start of the course.
- 50% of the tuition fee if termination takes place between 7 days and 1 day before the scheduled start of the course.
- 100% of the tuition fee if the termination takes place between 1 day before or after the start of the course.
- Registration to do examination for a short course can be cancelled free of charge if the termination is done before the course starts. Full examination fee will be charged if termination takes place after the course has started.
- No termination charges are incurred if the applicant or the sponsor, with the written consent of IHE Delft, allows his/her place to be taken by another eligible applicant before the start of the course.

Article 4 | **Tuition fees and additional costs**

- 4.1 The tuition fees and additional costs are payable after admission of the student.
- 4.2 The levels of tuition fees and additional costs are determined per academic year by the IHE Delft Rectorate.

- 4.3 The tuition fees and the additional costs are made known on the IHE Delft website. At the request of the applicant a detailed cost indication will be sent.
- 4.4 The tuition fee and the additional costs are obligatory payments to IHE Delft. Together with the certificate of admission the sponsor receives an invoice stating the payment scheme of the tuition fee and the additional costs to be paid.
- 4.5 If no other term of payment has been agreed, the sponsor should have paid the invoice within the time frame indicated on the invoice, this without discount, settlement or set-off of debts. When making payment, the period necessary for the possible arrangement of a residence permit and for sending course material, or for other commitments for which proof of payment of the tuition fee is a requirement, should be considered. IHE Delft is entitled to deny the student access to the course if the invoice has not been paid before the start of the course at IHE Delft.
- 4.6 The sponsor is responsible for paying the tuition fee and the additional costs in full, and is also responsible for effectuating the payments in instalments if so agreed.
- 4.7 On request of the sponsor, IHE Delft may accept to handle the payment of allowances to the student on behalf of the sponsor. Acceptance is conditional to the allowance meeting the criteria imposed by the Netherlands' (tax) authorities and by the IHE Delft policies. Allowances handled by IHE Delft are considered a contribution to the cost of living and explicitly not a reward for tasks performed.
- 4.8 If the sponsor and IHE Delft have agreed that IHE Delft handles the payment of allowances to the student, these allowances must be received in full by IHE Delft for the entire duration of the course before the start of the course, unless a different payment scheme has been agreed upon. The payment scheme will be confirmed by IHE Delft in writing.
- 4.9 In the case where a student is already financed by a sponsor and IHE Delft is able to find an additional sponsor for a certain phase of the study, the tuition fee is not refunded to the initial sponsor. IHE Delft will determine in these cases which part of the additional costs may be reimbursed to which sponsor.
- 4.10 If the student does his/her research with a company outside IHE's area of responsibility, the internship provider should not make additional payments to the student greater than the actual costs of doing the internship, as this could have severe tax implications for IHE Delft and/or the student. If the internship provider proceeds with payment to the student (including in kind contributions) of amounts which are greater than the actual costs of doing the internship, IHE Delft reserves the right to deduct these costs from the monthly allowance of the student.
- 4.11 A student for whom IHE Delft has arranged a sponsor and who finds an additional sponsor to cover (part of) the same course-related costs, has to report this to the Admission and Fellowship Officer. In such case IHE reserves the right to (partially) cancel the contribution of the initial sponsor.

Article 5 | **The course implementation**

- 5.1 IHE Delft can determine a minimum and a maximum number of students per course.
- 5.2 IHE Delft is entitled to change the setup of the course, its location, content and/or team of lecturers for the purpose of achieving the course objectives.
- 5.3 The course demands a certain level of education. For each course prerequisites are defined. Admission to the course will not be granted if the prerequisites are not met.
- 5.4 The course programme and the admission requirements are described in brochures and on the IHE Delft website.
- 5.5 IHE Delft provides the student with the final information, such as accommodation, arrival information etc., before the start of the course.

Article 6 | **Certification**

- 6.1 IHE Delft is responsible for handling examinations and certification as described in the examination regulations. The form of examination is stated by IHE Delft in the course material and in the examination regulations.
- 6.2 By means of examinations on the course/modules followed, IHE Delft assesses the level of achievement of the learning objectives of the course.
- 6.3 Results of examinations are notified in the way described in the exam regulations.
- 6.4 If the student has successfully completed a course, he/she receives a testimonial in the form of a diploma or certificate for that course.
- 6.5 Original diplomas and certificates are issued only once.

Article 7 | **Course materials and resources**

- 7.1 Course materials are distributed after admission and compliance by the sponsor with the payment obligations as referred to in Article 4 of these general terms.
- 7.2 IHE Delft makes the necessary resources available to the student according to the nature of the course and the information provided. The student is advised via the course information or in a way determined by the course coordinator on the resources to which he/she is entitled.
- 7.3 Resources are held and used in accordance with the IHE Delft policy on Intellectual Property Rights (IP) at the IHE Delft Foundation, available at the IHE Delft website.

Article 8 | **Participation**

- 8.1 Course participation is allowed for the duration of the course for which the student has been admitted.
- 8.2 The student is responsible for his/her course attendance and participation and, if the student has been duly admitted in this respect, likewise for the corresponding examination, whatever the circumstances.
- 8.3 The student must comply with the code of conduct and safety regulations applicable within IHE Delft and its accommodation.
- 8.4 The student is aware that IHE Delft may have to communicate study results to the fellowship sponsor (for those students being sponsored) and/or the Netherlands Immigration Service (for those students who require a residence permit) in accordance with regulations for which the student has been made aware by these organisations.

Article 9 | **Termination after the start of the course**

- 9.1 IHE Delft can terminate the course due to unforeseen circumstances that are beyond its control. Reference is made to Article 11.
- 9.2 If the student terminates after the start of the course, the sponsor is liable for the tuition fee and the additional costs as described in article 3.4.
- 9.3 The student should inform in writing the IHE Delft course coordinator and the Fellowship and Admission Officer of the termination of the course. The PhD candidate should inform in writing the Fellowship and Admission Officer and his/her Promotor.
- 9.4 If a student interrupts his/her study, an arrangement shall be agreed in writing with the IHE Delft course coordinator. This arrangement must be approved by the Academic Registrar. Leniency from IHE Delft side can only be expected in cases of force majeure and if it is in line with the national legislation (e.g. visa) and does not contradict with other rules and regulations. In case the tuition fee is waived for the re-registration to a subsequent edition of the same course, an administrative fee of Euro 150, - will typically be charged.
- 9.5 The student is aware of the fact that the Netherlands Immigration Service requires IHE Delft to keep track of and report on students' progress on an annual basis. In case student progress is unsatisfactory, being less than 50% of the proportional nominal number of ECTS credits earned in a full or partial academic year, or if the student cannot earn the degree associated with the course for reasons stipulated in the examination regulations, or if the student drops out of the course, the Netherlands Immigration Service must be notified within a month of IHE Delft establishing the fact.

Article 10 | **Copyright**

- 10.1 IHE Delft represents the copyright to course material made available to the student for authorized use. In no way may the course material be reproduced and/or made public without prior permission of IHE Delft.
- 10.2 Conform the policy on intellectual property rights at the IHE Delft Foundation and the policy and practice on publication of MSc Theses, IHE Delft is entitled to archive the products produced by the student during the period of his/her course. These products can be used and reproduced free of charge for internal use in the broadest sense of the word, including but not limited to use for educational objectives, evaluations, and promotional material for the purpose of acquiring funding and/or students, unless the product has a not-for-public-use status.
- 10.3 Publication, other than that referred to in Article 10.2, of developed products made available in any way by the student, occurs only with prior permission of the student.
- 10.4 The Policy on Intellectual Property Rights (IP) at the IHE Delft Foundation is leading in investigations regarding copyright disputes.

Article 11 | **Force majeure and liability**

- 11.1 IHE Delft strives to carry out the courses to the best of its understanding and ability.
- 11.2 If, as a result of force majeure, IHE Delft must deviate from the course data and location stated, IHE Delft is not liable for any resulting damage. The term "force majeure" is taken to include any unforeseen circumstances beyond IHE Delft's control that compels it to deviate from the course data stated.
- 11.3 Any liability of IHE Delft for damage, for whatever reason, to a student or third party that has occurred in connection with the course, including damage through theft or loss and possible consequential loss or product damage, is limited to the amount that, in the case in question, has been paid by the person concerned in tuition fee and will never amount to more than the amount that IHE Delft's liability insurer will pay out in the case in question.
- 11.4 Compensation can be claimed from anyone who makes unlawful use of course resources.

Article 12 | Personal Data Protection

12.1 IHE Delft will process the personal data of the applicant according to the GDPR and other applicable personal data protection provisions and laws.

Article 13 | Regulation on complaints and disputes

13.1 In the case of complaints and disputes regarding the delivery of IHE's education and education services the education quality assurance unit can be contacted (email: edu_qualityassurance@un-ihe.org), preferably within a month of the complaint arising, and certainly before the official ending of the course. The Quality assurance unit of the Education Bureau will investigate the specific complaint.

Article 14 | Final provisions

14.1 Dutch law applies to all agreements and disputes between the student or sponsor and IHE Delft.

14.2 The Dutch Court is entitled to be advised of all disputes between IHE Delft and the student or sponsor.

IHE Delft Institute for Water Education

Visiting address:

Westvest 7

2611 AX Delft the Netherlands

Postal address:

Po Box 3015

2601 DA Delft

The Netherlands

t +31 15 215 1715

f +31 15 212 2921

e info@un-ihe.org

<http://www.un-ihe.org>