

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

## Degree Programmes

1 January 2025

These General Terms and Conditions of Rotterdam School of Management B.V. 2025 - Degree Programmes apply to all relationships between the private limited liability companies Rotterdam School of Management B.V. and/or RSM Executive Education B.V. and Clients registering for a Degree 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 a Degree Programme, including the completed registration form, these T&C, the Application Conditions, the applicable ER, any Deferral Letter, any Billing Instruction Form and any NDA.
<u>Alumni:</u>	Clients who have completed a Degree Programme at RSM B.V.
<u>Application Conditions</u>	All (entry) requirements of RSM BV under which a Client can be admitted to the Degree Programme.
<u>Billing Instruction Form:</u>	The document setting out the Client's financial obligations, including but not limited to the Tuition Fee, towards RSM B.V.
<u>Diploma:</u>	A legally recognised diploma as proof of successful completion of a Degree Programme conferring a Dutch Master of Science degree, with the EUR as the degree awarding institution.
<u>Client:</u>	A natural person participating in a Degree Programme on the basis of an Agreement.
<u>Course Material:</u>	All material provided by RSM BV to Client within the context of a Degree 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 a Degree Programme) required from the Client and costs (e.g., resulting from changes in the Degree Programme) for the Client to obtain its Diploma, or costs incurred by RSM BV due to the deferral.
<u>Degree Programme(s):</u>	All NVAO accredited post-initial master programmes executed by RSM BV on the basis of the WHW, article 7.3b, with the EUR as the degree awarding institution.
<u>ECTS:</u>	European Credit Transfer System: ECTS represent the workload and defined learning outcomes of a given (component of a) Degree Programme.
<u>ER:</u>	Examination Regulations: The academic regulations regulating the respective Degree Programmes.
<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>MBA:</u>	A Master in Business Administration Degree Programme.
<u>Mandatory Additional Costs:</u>	Any additional and personal costs related to mandatory study trips that need to be completed by Client to advance in a Degree Programme.
<u>NDA:</u>	Non-Disclosure Agreement.

Optional Additional

<u>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.
<u>Study Period:</u>	The period from the start date until the end date of a Degree Programme.
<u>T&amp;C:</u>	These General Terms and Conditions of Rotterdam School of Management B.V. 2024 – Degree Programmes.
<u>Tuition Fee:</u>	The total amount owed by Client under this Agreement but excluding any Optional or Mandatory 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: <a href="http://www.rsm.nl">www.rsm.nl</a>
<u>WHW:</u>	<i>Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek</i> , the Dutch 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 the Agreement 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 B.V.
- 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 Degree Programmes, including – but not limited to – requirements for previous education, or work experience. RSM BV may stipulate a registration term and/or limit the number of Clients in a Degree Programme. To be considered for a place in a Degree 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. If the Client meets RSM BV's Application Conditions, RSM BV offers Client a place in the Degree Programme. If Client accepts this offer, he/she needs to register for the Degree Programme by sending the completed and truthfully signed registration form to RSM BV. Upon confirmation of the registration by RSM BV, the registration is completed, and an Agreement will come into force between RSM BV and Client. The Client must contact RSM BV in case no such confirmation is received by the Client after these seven (7) days.
- 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 a Degree 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. Upon successful completion of the Degree Programme and after having met all other requirements, RSM BV shall award the Client with a 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 Degree Programme within the set Study Period.
- 5.3. The terms and conditions of the ER for the respective Degree Programme apply to any Agreement made by RSM BV for Degree Programmes. Not adhering to the ER is cause for termination of this Agreement.
- 5.4. The Client will be asked to sign an [Academic Integrity Pledge](#) upon the start of their Degree Programme. The Client must sign this pledge in order to advance their Programme. Not signing this pledge is cause for termination of this Agreement.
- 5.5. 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 BV terms and conditions, rules, regulations, guidelines, and instructions, which can be found on the Website or [www.eur.nl](http://www.eur.nl).

## **6. Organisation of the Degree Programme**

- 6.1. RSM BV has the right to change (components of) the Degree 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 Degree 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) Degree 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 in 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, 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 any 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 Degree Programme and/or to a Diploma. Refusal of access to (components of) the Degree 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 Optional Additional Costs shall have no adverse consequences for the Client.
- 7.8. The Client understands and accepts that study trips may be part of the curriculum of the Degree Programme for which Mandatory Additional Costs will be required of Client to advance in the Degree Programme. Inability of the Client to attend (part of) the study trip leaves undiminished the obligation for Client to pay any costs (yet to be) incurred or paid in advance, and resulting damages by RSM BV, including otherwise due payments or other demonstrable reasonably owed amounts. RSM BV shall make reasonable efforts – without accepting any form of liability for this – to recover any of these costs where they concern advanced payments, from the third parties to whom they were due and, if recovered, reimburse the Client accordingly.
- 7.9. 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 BV, 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 BV's Finance Office ([finance@rsm.nl](mailto:finance@rsm.nl)) as soon as possible.
- 7.10. In case a Client opts for a loan to pay the Tuition Fee or Mandatory Additional Costs and the loan payment(s) is/are transferred directly to RSM BV, 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.
- 7.11. A scholarship may be awarded to the Client by RSM BV as a reduction of the Tuition Fee, at the discretion of RSM BV. The reduction will be deducted from the final instalment of the payment schedule in the Agreement. To receive the scholarship, the Client must accept the scholarship terms and conditions separately in Writing.

- 7.12. Alumni are eligible for a discount of 10% on Degree Programme Tuition Fees. This discount cannot be combined with other special pricing arrangements.

#### **8. Termination by Client**

- 8.1. The Client has the right to terminate the Agreement and therewith their participation in the Degree Programme in accordance with the provisions of this article. Client can terminate the Agreement by notifying RSM BV's Admissions Office in Writing ([mba.info@rsm.nl](mailto:mba.info@rsm.nl)). If the Degree Programme has already commenced, Client must also notify the RSM BV Registrar's Office in Writing ([registrar@rsm.nl](mailto:registrar@rsm.nl)). RSM BV will endeavour to confirm the termination of the Agreement in Writing within seven (7) days of receipt. The Client must contact RSM BV in case no such confirmation of termination is received by the Client after these seven (7) days.
- 8.2. In the event of a termination of the Agreement, the Client will owe RSM BV the full Admission Fee and the remaining pro rata part of the Tuition Fee until the moment that the Written notification has been received by RSM BV. The remaining part of the Tuition Fee will be calculated by dividing the sum of the ECTS per course already attended by the Client, by the total number of ECTS for the Degree Programme. Upon confirmation of termination, any otherwise due payments or other demonstrable reasonably owed amounts by Client, 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 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.
- 8.3. 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 date of confirmation of the termination by RSM BV.

#### **9. Termination and Actions by RSM BV**

- 9.1. RSM BV reserves the right to postpone or cancel (an element of) the Degree Programme if circumstances so require, including – but not limited to - in case the number of Clients for the Degree Programme does not meet the minimum number of participants as determined by RSM BV. The Client will be notified of this postponement or cancellation in Writing within a reasonable period before the start of (the element of) the Degree Programme. In the event that RSM BV cancels an element of the Degree Programme prior to the start date of the Degree Programme, any payments made by Client to RSM BV in advance will be refunded in full. Client will not be entitled to any other compensation. RSM BV shall refund the amount due to the Client promptly, but at least within a period of 90 days from the cancellation date.
- 9.2. RSM BV reserves the right to terminate the Agreement and therewith expel the Client from the Degree Programme, if Client has insufficient study results and progress within the set Study Period of the Degree Programme.
- 9.3. RSM BV reserves the right to take any action it deems appropriate, including – but not limited to - expulsion from the Degree Programme/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, the ER, code of conduct, or regulation and/or breaches scientific integrity standards.
- 9.4. For the avoidance of doubt, expulsion from the Degree Programme as set out in the ER leads to termination of the Agreement and vice versa.

#### **10. Deferral**

- 10.1. Before the start of the Degree Programme, and under circumstances as approved at the discretion of RSM BV's Admissions Office, the Client may request a deferral to partake in a future scheduled Degree Programme. Client must file the deferral request with the Admissions Office in Writing ([mba.info@rsm.nl](mailto:mba.info@rsm.nl)).
- 10.2. In case the Client is not able to finish (components of) the Degree Programme after the start of the Degree Programme, due to personal circumstances such as but not limited to family or health, and excluding circumstances related but not limited to employment or performance, the Client may file a request for deferral to partake in a future scheduled Degree Programme by sending an email to RSM BV's Registrar's Office ([registrar@rsm.nl](mailto:registrar@rsm.nl)). It is at the sole discretion of RSM BV to approve or reject the request for deferral.
- 10.3. Client understands that (elements of) the future scheduled Degree Programme may be subject to change, and that deferral of the Degree 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 Diploma.
- 10.4. 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.

#### **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 the RSM BV 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 between these parties.
- 12.2. During a Degree 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 Degree Programme, the Client may be required to sign separate NDAs 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, any only for purposes related the Degree 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 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) Degree 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 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 BV's Degree 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) Degree Programme as soon as possible thereafter.

## **16. Liability**

- 16.1. Except for wilful intent or gross negligence on the side of RSM BV, 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 this 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 Degree Programme is excluded.
- 16.8. In order to participate in certain Degree 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. Legal Protection – Complaints, objections, and appeals**

- 17.1. If a matter arises, a Client must first try to remedy their matter amicably directly with the involved parties and/or departments. Client may reach out to RSM BV Programme Management for advice and support.
- 17.2. If an attempt to resolve the matter amicably has not led to a satisfactory result for the Client, Client may file their complaint - or objection - with the RSM BV Registrar's Office (registrar@rsm.nl) in Writing. The Registrar's Office reviews the case and may invite Client for a meeting to get additional information. Depending on the subject, the Registrar's Office will act as follows:
  - 17.2.1. Academic related matters (examinations, grading, fraud, etc.): the Registrar's Office will refer the matter to the Examination Board of the respective Degree Programme and the complaint or objection against the latest outcome will be handled according to the procedure as set out in the ER of the Degree Programme.
  - 17.2.2. Other/non-academic (service) matters: the Registrar's Office will refer the matter to the Programme Council who will deliberate and decide on the complaint or objection against an outcome/decision. Where it concerns decisions on (the possible) expulsion of a student the Programme Council will not decide on the matter, but will notify the Dean of Education, who will make a decision on the student's expulsion.
- 17.3. In case the decision on the complaint or objection against the latest outcome made by the Programme Council as set out in article 17.2.2 of these T&C has not led to a satisfactory result for the Client, Client may appeal the decision with an ad hoc committee, whom will be designated and installed by the Dean of Education, within three weeks from the date of the decision on the complaint or objection, barring force majeure. The ad hoc committee will invite Client for a hearing and will make a decision within three weeks after the hearing. The ad hoc committee functions and operates on the basis of the ad hoc committee regulations.

#### **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.