

GENERAL TERMS OF DELIVERY FOR UNESCO-IHE COURSES

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Article 1 | **General provisions**

- 1.1 The general terms of delivery apply to all agreements with UNESCO-IHE regarding courses in the sense of these general terms of delivery.
- 1.2 Any exception from these terms and/or agreement must be stated in writing.
- 1.3 Within these terms the following definitions apply:
 - **Aborted**: termination of participation and course agreement after the start of the course and before the successful completion.
 - **Academic Registrar**: the appointed official who handles student records;
 - **Additional costs**: the amount that UNESCO-IHE charges for the (use of) course material and activities arising from the course, e.g. residence permit and insurance, as well as costs for the public defence and thesis printing costs for PhD participants;
 - **Admission**: the UNESCO-IHE transaction whereby the application is accepted by UNESCO-IHE;
 - **Applicant**: he/she who has applied with UNESCO-IHE to follow a course;
 - **Application**: the request from a candidate to UNESCO-IHE for admission to a course, with the required documents attached. This transaction should be seen as a proposal to UNESCO-IHE to be registered for a course and a statement of approval of these general terms of delivery;
 - **Complaints**: disagreements with UNESCO-IHE and dissatisfaction of the participant or donor concerning the course;
 - **Course**: all training courses and other forms of education conducted by UNESCO-IHE, as well as advice in the broadest sense of the word, with an eye both to obtaining a PhD, MSc and to short courses, online courses and special programmes;
 - **Course material**: readers, brochures, handbooks, digital access to course material, and other material that is necessary for knowledge transfer and application during the period of the course;
 - **Dispute**: difference of opinion between UNESCO-IHE and the participant or donor concerning the interpretation of these general provisions and the related principles governing the course agreement, whereby, after proceeding in accordance with the complaints regulation, no agreement can be reached;
 - **Donor**: a person who participates in a course and finances this him/herself; a legal person or entity that sponsors one or more participants;
 - **Fellowship and Admission Officer**: the appointed contact person for the candidate during the admission period for non-academic matters;
 - **Participant**: he/she who has been admitted with UNESCO-IHE, 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;
 - **Programme coordinator**: He or she who is responsible for the organisation and implementation of the course;
 - **Resources**: privileges and facilities 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 basic amount that the donor must pay to UNESCO-IHE for participation in the course;
 - **UNESCO-IHE**: UNESCO-IHE Institute for Water Education, located at Westvest 7, Delft;
 - **UNESCO-IHE study regulation**: the study regulations of UNESCO-IHE, PhD protocol, study regulations for MSc, short courses, online courses and special programmes as published on the UNESCO-IHE website. Likewise as regards a PhD study, the study regulation of UNESCO-IHE partner university where the student is taking his/her doctoral degree;
 - **UNESCO-IHE website**: UNESCO-IHE internet pages which are accessible via the home page at www.unesco-ihe.org;
 - **Withdrawal**: termination of participation and course agreement (see 2.1) before the start of the course.

Article 2 | **Admission**

- 2.1 Admission is effected by means of the certificate of admission and an agreement between UNESCO-IHE and the donor.
- 2.2 The applicant is personally responsible for his/her financial obligations of his/her admission.
- 2.3 Admission is for the entire duration of the course and applies only to the course stated on the certificate of admission.
- 2.4 If applicable, UNESCO-IHE applies for the residence permit and an obligatory health- and legal liability insurance. The costs for residence permits and insurance costs are included in the additional costs.
- 2.5 Accommodation is made available through UNESCO-IHE and is mandatory.

Article 3 | **Cancellation of admission / withdrawal**

- 3.1 In the case of insufficient applicants or force majeure, UNESCO-IHE 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 UNESCO-IHE 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 UNESCO-IHE, other than the amounts referred to in Article 3.1.
- 3.3 If an applicant decides to cancel his/her application, the donor is liable for the following cancellation costs:

MSc degree course

All costs already incurred by UNESCO-IHE, plus:

- 0% of the tuition fee if cancellation takes place earlier than two months before the start of the course.
- 10% of the total tuition fee for the first 12 months if cancellation 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 if cancellation takes place within one month before the start of the course.
- 100% of the total tuition fee for the first 12 months of the course if withdrawal takes place after the course has started.
- 100% of the total tuition fee for the research part (last 6 months of the course) if withdrawal takes place after the research part has started.

PhD degree course

All costs already incurred by UNESCO-IHE, plus:

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

Non-degree courses

- For non-degree courses all costs already incurred by UNESCO-IHE plus 10% of the tuition fee is incurred as cancellation charge if cancellation takes place less than one month before the start of the course or after the start of the course.
- No cancellation charges are incurred if the applicant or the donor, with the written consent of UNESCO-IHE, 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 levels of tuition fees and additional costs are determined per academic year.
- 4.2 The tuition fees and the additional costs are made known on the UNESCO-IHE website, as well as in the correspondence.
- 4.3 The tuition fee and the additional costs are obligatory payments to UNESCO-IHE.
- 4.4 The stipulated tuition fee includes study material provided by UNESCO-IHE and activities arising from the course, unless otherwise stated.
- 4.5 Together with the certificate of admission the donor receives an invoice stating the payment scheme of the tuition fee and the additional costs to be paid.
- 4.6 If no other term of payment has been agreed, the donor should have paid 100% of the fee before the start of the course, 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 taken into account. UNESCO-IHE is entitled to deny the participant access to the course if the invoice has not been paid before the start of the course at UNESCO-IHE.
- 4.7 The donor is responsible for settling the tuition fee and the additional costs in full, and is also responsible for the continuation of any agreed payment installments.
- 4.8 On request of the donor, UNESCO-IHE handles the payment of allowances to the participant and charges a handling fee. These allowances must be received in full by UNESCO-IHE 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 must be confirmed by UNESCO-IHE in writing.
- 4.9 In the case where a participant is already financed by a donor and UNESCO-IHE is able to find an extra donor for a certain phase of the study, none of the tuition fee component is repaid to the donors. However UNESCO-IHE will determine in these cases which part of the additional costs may be reimbursed to which donor.

Article 5 | **The course implementation**

- 5.1 UNESCO-IHE can determine a minimum and a maximum number of participants per course.
- 5.2 UNESCO-IHE is entitled to change the setup of the programme, location, course 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 program and the admission requirements are described in the brochures and on the UNESCO-IHE website.
- 5.5 UNESCO-IHE provides the participant with the final information, such as accommodation, arrival information etc., before the start of the course.
- 5.6 UNESCO-IHE is entitled to archive the products produced by the participant during the period of his/her course and to use them for publication.
- 5.7 At the conclusion of his/her course, the participant is requested to take part in the course evaluation, for example by completing the evaluation form or taking part in a meeting.

Article 6 | **Certification**

- 6.1 UNESCO-IHE is responsible for handling examinations and certification as described in the examination regulations. The form of examination and the extent of the examination is stated by UNESCO-IHE in the course material and in the examination regulations.
- 6.2 By means of examinations on the course/modules followed, UNESCO-IHE may assess whether the participant has acquired sufficient knowledge and competences during the course.
- 6.3 Results of examinations are notified in the way described in the exam regulations.
- 6.4 If the participant 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 only after admission and compliance by the donor with the payment obligations as referred to in Article 4 of these general terms.
- 7.2 UNESCO-IHE makes the necessary resources available to the participant 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 regulations applicable within UNESCO-IHE, which are published on the UNESCO-IHE website.
- 7.4 The UNESCO-IHE rules on authors' rights apply to the use of course materials as described in the section on copyrights on the UNESCO-IHE website.

Article 8 | **Participation**

- 8.1 Course participation is allowed only for the duration of the course for which the participant has been admitted.
- 8.2 The participant is responsible for his/her course attendance and participation and, if the participant has been duly admitted in this respect, likewise for the corresponding examination, whatever the circumstances.
- 8.3 The participant is committed to comply with the code of conduct and safety regulations applicable within UNESCO-IHE and its accommodation.

Article 9 | **Aborted / Premature termination of course**

- 9.1 If the participant terminates the course prematurely, then the participant and/or the donor is liable for the tuition fee, the additional, and all prepaid costs made by UNESCO-IHE as described in Article 3.3.
- 9.2 The participant should inform the UNESCO-IHE course coordinator in writing of the premature termination of the course. The PhD participant should inform the responsible professor.
- 9.3 If a participant interrupts his/her study, an arrangement shall be agreed in writing with the UNESCO-IHE course coordinator. This arrangement must be approved by the Academic Registrar.

Article 10 | **Copyright**

- 10.1 UNESCO-IHE holds the copyright to course material made available to the participant for authorized use. In no way may the course material be reproduced and/or made public without prior permission of UNESCO-IHE.
- 10.2 UNESCO-IHE is entitled to archive products developed by the participant during course participation. 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 participants.
- 10.3 Publication, other than that referred to in Article 10.2, of developed products made available in any way by the participant, occurs only with prior permission of the participant.

Article 11 | **Force majeure and liability**

- 11.1 UNESCO-IHE strives to carry out the courses to the best of its understanding and ability.
- 11.2 If, as a result of force majeure, UNESCO-IHE must deviate from the course data and location stated, UNESCO-IHE is not liable for any resulting damage. The term "force majeure" is taken to include any unforeseen circumstances beyond UNESCO-IHE's control that compels it to deviate from the course data stated.
- 11.3 Any liability of UNESCO-IHE for damage, for whatever reason, to a participant 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 UNESCO-IHE'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 | **Regulation on complaints and disputes**

- 12.1 In the case of complaints and disputes, the procedures stated in the UNESCO-IHE study regulation apply. The course coordinator should be advised of complaints and disputes within a month of the complaint arising, and certainly before the official ending of the course.

Article 13 | **Final provisions**

- 13.1 These terms of delivery apply to all courses that are offered by UNESCO-IHE and are published on the UNESCO-IHE website.
- 13.2 Dutch law applies to all agreements and disputes between participant or donor and UNESCO-IHE. The Dutch Court is entitled to be advised of all disputes between UNESCO-IHE, on the one hand, and the participant or donor on the other.

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