

### 1. Validity of the student contract

These provisions apply to students of the Kristiania University College – Ernst G. Mortensen's foundation (hereinafter "the College").

"Student" is in this contract defined as a person with a written, not completed, study contract at Kristiania University College - Ernst G. Mortensen's foundation (hereinafter "Contract").

### 2. Binding contract

The contract is binding from the time the Student accepts the offer of admission to a field of study given via the College's Web portal. In addition to this Contract, reference is made to the applicable *Regulation on admission, studies and examinations at Kristiania University College (Forskrift om opptak, studier og eksamen ved Høyskolen Kristiania)* and underlying guidelines.

The student may within 14 days of the contract conclusion, be released from the study contract according to the rules of cancellation under the *Act relating to the duty of disclosure and the right to cancel consumer purchase agreements etc. section 20*.

With use of the right of cancellation, the attached form "Notice of Cancellation Rights - with purchase of goods and services that are not financial services" (Angrerettsskjema) should be used.

### 3. The College's Responsibility

The College will conduct tuition in accordance with the prevailing study descriptions. The College reserves the right to cancel the course of study offered if there is an insufficient number of applicants/students or for other reasons beyond the College's control. In such cases, the Student will be reimbursed for the paid tuition fees. The Student may receive an offer of enrolment on available alternative course of study, provided the student is qualified.

The College's rights and obligations beyond what is stated herein appear in the College's applicable regulations, guidelines and policies at any time.

The College collects information about its students in order to fulfil our part of the contractual obligations and provide the best possible range of courses, as well as to carry out our educational task in the public interest pursuant to the Norwegian act relating to universities and university colleges. This may be information such as contact information, payment information or other types of appropriate and relevant personal information. The information is collected, stored and processed in accordance with Norwegian privacy legislation and the EU General Data Protection Regulation (GDPR).

Further information about the College's processing of personal data is stated in the privacy statement in force at any given time, which is published on the College's website.

### 4. Changes to the course of study

The College may make changes to the course of study if special circumstances require such changes, pursuant to the Regulations relating to Admission, Studies, Degrees and Examinations at Kristiania University College. The right to make changes includes changes in programme descriptions, subject descriptions, assessment methods, teaching methods, etc. In the event of any significant changes to the course of study, the College will notify the Student and provide an explanation for the discrepancy.

### 5. The Student's Responsibility

The student is obliged to acquaint him/herself with, keep up to date on, and follow information provided by the College, including the applicable regulations and guidelines at any time. Upon expulsion from tuition as a result of breach of contract terms, regulations or other guidelines, the Student will be refunded the tuition fees paid for the period in which he/she has no study entitlement.

The Student is aware that tuition can be planned for the afternoon and evening, in some cases also on weekends.

It is the Student's responsibility to keep the College updated as to postal address, e-mail address, and phone number so that information can be received. Changes to such information should be made in StudentWeb. The Student is responsible for informing the College of any name change.

Students are obliged to check their e-mail regularly.

Personal study materials including syllabus literature, the use of copier/printer and the purchase of necessary equipment/software (see information related to each study program), are not included in the tuition fee. The student must have their own computer at their disposal during the study period.

If the student believes there is a breach of contract on the part of the College, notification must be given within reasonable time and no later than 4 weeks from the time the Student discovered, or should have discovered, the breach.

Reproduction of study materials, computer programs, or any other information belonging to the College or anyone with whom the College has an agreement, is strictly forbidden unless written consent is obtained from the copyright holder. This also applies to illegal downloading or sharing of data files using the College's IT equipment and networks.

The College's rights and obligations beyond what is stated herein appear in the College's applicable regulations and guidelines at any time.

### 6. Payment obligations

The student is obliged to pay the semester fee and tuition fee for the prescribed study period for the relevant study programme. The tuition fee and semester fee are paid at the beginning of each semester.

The prescribed study period for the individual study programme is stated in the respective study programme for the different study courses. The student must pay the tuition fee for the prescribed study period even if the study programme is completed in less time. Granted exemption from/admittance to individual courses does not give a reduction in the tuition fee.

The tuition fee entitles the student to participate in organised tuition in the programme to which the student is admitted, as well as the ordinary and postponed conduct of examinations. A new examination (repetition of an examination) incurs additional charges according to the applicable rates at all times.

The semester fee is a Student Union membership fee and each union set their fee individually.

In the case of more than 14 days of delayed payment of the tuition fee or other fees/charges, the student shall pay interest according to the *Act relating to interest on Overdue Payments*; A reminder fee will accrue according to the rate set out in the *Regulations of the Debt Collection Act*. If the claim is not paid within 14 days from the date the reminder/collection notice is sent, the claim will be recovered through legal proceedings.

The College may agree, upon written application from the Student, to deferment of payment for a limited time, if the Student can document particularly significant reasons that affect the student's ability to pay.

The tuition fee is set out in the Contract and is normally adjusted annually according to salary- and price inflation.

### 6. Termination

Termination of the contract should be given in writing to the College's student administration. The student is responsible for documenting that notice of termination has been submitted and the College therefore encourages the Student to notify termination in writing.

The termination deadlines are September 1<sup>st</sup> (for the autumn semester) and January 15<sup>th</sup> (for the spring semester).

If the course of study is interrupted because of unforeseen, serious conditions that make further studies unreasonably burdensome or impossible (personal force majeure) then payment shall only be made for the offered tuition. For application of this clause the burden of proof lies with the student. Documentation of the existing personal force majeure (medical certificate etc.) must be sent to the College within 14 days of the situation being invoked.

### 7. Default by the College

The Student can cancel the Contract if there is substantial non-fulfilment of the contract on the part of the College. In the event of termination, the College will reimburse the paid fees. Any compensation claim will be governed by general principles of compensation law.

The College disclaims responsibility for a price reduction or damages liability for breach of contract which is to be considered *force majeure*. Force majeure is defined as external, extraordinary and unexpected events for the College that interfere with and hinder the fulfilment of the Contract.

If the College commits a breach of the Contract by not supplying the study programme, in form or content, which the Student according to the Contract is entitled to, the College has the right to remedy this in terms of a supplementary or alternative relevant course of tuition. If the situation is not remedied, the Student can require a price reduction or cancel the Contract.

### 8. Default by the Student

The College can cancel the Contract if the Student fails to meet its obligations provided in the applicable contract terms, *Regulations on admission, studies and examinations at Kristiania University College (Forskrift om opptak, studier og eksamen ved Høyskolen Kristiania)* with the underlying guidelines and requirements to study progression. If the Contract is cancelled on the basis of a breach of payment obligations, the Student may also be denied future study rights within Kristiania University College.

Prior notice will be sent to the Student upon cancellation of the Contract on the part of the College. The notification should be in writing.

### 10. The College's use of student production

Rights associated with Intellectual property will at all times comply with "IPR Guidelines for students at Kristiania University College". The guidelines shall be available on the College's website.

### 11. Disclaimer

The College accepts no liability in respect of possible printing errors in the study programme, study plan, programme description, education description, subject description or other information applicable to each subject.