

General Terms and Conditions of the Examination Agreement Summa College

Article 1 Concepts

1. Exam participant: the person who is enrolled at Summa College for the exclusive use of the examination facilities.
2. School: an organisational unit within the Summa College, which provides a number of sector-based courses, including the associated examination facilities.
3. Institution: Summa College, established in Eindhoven. Summa College is an educational institution maintained by the legal entity Stichting ROC Summa College, to which, among other things, the Education and Vocational Education Act ("WEB") and the Les- en Cursusgeldwet 2000 apply.
4. OER/training guide: the education and examination regulations, contains the rules that must be laid down for the examination on the basis of the WEB.
5. Exam Sheet: The part of the Exam Agreement which indicates: the qualification, the code of the qualification (CREBO), the learning pathway, the level and the date from which the Exam Participant can make use of the examination facilities.
6. Training Sheet: the part of the Education Agreement as referred to in article 8.1.3 of the WEB which states: the name of the domain or the qualification file or the qualification depending on the nature of the registration; the code of the Course (CREBO); the learning path of the Course; the (intended) level of the Course and the duration of the Course.

Article 2 Nature of this agreement

1. These general terms and conditions together with the Examination Sheet form the Examination agreement (as referred to in article 8.1.3 of the WEB "agreement"). This agreement contains the general rights and obligations of the parties.
2. The Exam Agreement will come into effect after signing the first Exam Sheet or by approval of this agreement by the Exam Participant and his/her parent(s)/legal representative(s). Approval is deemed to have been granted if, within the response period of 10 school days, no objection has been made to the Institution replacing the Programme Sheet with the Examination Sheet including the associated general terms and conditions (see Article 2 paragraph 7 of the general terms and conditions of the Education Agreement of the Institution).
3. During the term of the Examination Agreement, the information as stated on the Examinations Sheet may be amended and/or supplemented with the mutual consent of the parties, without it being necessary to re-sign the amended and/or supplemented Examinations Sheet.
4. The Exam Participant and the Institution may both take the initiative for the establishment of amendment(s) and/or supplement(s) to the information on the Examinations Sheet, but amendment(s) and/or supplement(s) to the Examinations Sheet can only actually be implemented by the Institution at the request of or with the consent of the Exam Participant. The Institution can always actively advise the Exam Participant in this respect.
5. If the Institution implements change(s) and/or supplement(s) to the information on the Examinations Sheet, the Examinations Sheet will be replaced by a new Examinations Sheet containing all current information including the change(s) and/or supplement(s). The Institution will inform the Exam Participant and his/her parent(s)/legal representative(s) in writing or digitally about the new Examinations Sheet.
6. If the Exam Participant and his/her parent(s)/legal representative(s) do not agree with the contents of the new Examinations Sheet, for example because the adjusted data have not been correctly displayed, he/she must inform the school in writing or digitally within ten school days. If the Exam Participant does not respond within the agreed term, the new Exam Sheet will replace the previous Exam Sheet and thus become an inseparable part of this agreement.
7. The Institution will keep the Examinations Sheet and all previous Examinations Sheets of this agreement in the Exam Participant's file. The Exam Participant and his/her parent(s)/legal representative(s) in the case of his/ her minority always have the right to inspect all Exam Sheets.
8. The student council of the Institution has agreed to the model examination agreement, consisting of the Examination Sheet and the general terms and conditions. The applicable general terms and conditions have been published on www.summacollege.nl.
9. After approval of the Student Council, the institution is authorised to make changes to these general terms and conditions. These amendments take effect at the announced time of entry into force unless the Exam Participant has objected to this in writing within fourteen days. The Institution will notify the Exam Participant of the amended terms and conditions in a timely manner.

Article 3 Content and organization of the examination facilities

1. The Institution shall make every effort to provide the agreed examination facilities as efficiently as possible. The content and set-up of the examination facilities have been laid down by the institution in the OER/training guide.
2. In addition to the Examination Agreement and the associated OER/training guide, the Institution and the Exam Participant may lay down further agreements in writing regarding previously acquired competencies, exemptions, and other matters relating to the examination facilities. The written agreements in question form part of this agreement.
3. The Institution has laid down further rules with regard to the proper conduct of the examination of the Exam Participant in the Examination Regulations.

Article 4 Time periods and locations

1. The Institution offers the examination facilities in periods of time, as stated in the OER/training guide.
2. The institution offers the examination facilities at a location of the institution announced in advance to the exam participant, unless it concerns specific components that will take place outside the institution.

Article 5 Participation obligation of the Exam Participant

1. The Exam Participant is obliged to make every effort and has his own responsibility to successfully complete the examination within the agreed term. The Exam Participant undertakes to take the examination and the tests for the parts of the examination. Attendance and absence of the Exam Participant will be registered by the School.
2. The Exam Participant is subject to the Institution's Student Charter, including the Absence Protocol. The Absence Protocol lays down, among other things, what the Exam Participant must do in case of illness and (intended) absence from Exam activities.

Article 6 Payment obligation of the Exam Participant

1. The Exam Participant undertakes to have paid the examination fee due before the start of the use of the examination facility or to have arranged the payment. Diplomacy can only take place after the Examination Fee due has actually been received by the Institution.
2. If the Examining Participant does not pay the examination fee himself/herself, registration will only be effected after the Examining Participant has declared in writing that he/she agrees that a third party mentioned in that declaration will pay the examination fee on behalf of the Examining Participant.
3. No examination fees are due for examination matters to which the Examining Participant was still entitled pursuant to a prior education agreement with the Institution. In this case, the preceding paragraphs 1 and 2 do not apply.

Article 7 Adequate duty of care Institution

1. Pursuant to the Disability and Chronic Illness Equal Treatment Act, the Institution has a duty of care to adjust the manner of examination for each Exam Participant with a disability, insofar as the adjustments do not place a disproportionate burden on the Institution and do not lead to a lowering of the level of the examination.
2. A request for adapted examinations must be made by an Examining Participant in accordance with the provisions of the Examination Regulations of the Institution.

Article 8 Liability of the institution

1. The institution is not liable for consequential damage if the use of the examination facilities by the Exam Participant is interrupted prematurely or the Examination Agreement is terminated by the institution due to the Exam Participant's attributable failure to (properly) perform.
2. Except in case of intent or gross negligence and without prejudice to legal liability, the Institution is not liable for theft, embezzlement and/or damage to property or possessions of the Exam Participant.
3. The Institution's liability for damages due to attributable failure to (properly) comply with the examination agreement is limited to an amount equal to the amount that the Exam Participant owes the Institution for the execution of this agreement.
4. The Institution can discharge its liability by having the examination facilities offered at a sufficient level under the responsibility of another competent and government-recognised institution.

Article 9 Termination and termination of the Examination Agreement

1. The Examination Agreement ends:
 - a. after the expiry of the period for which the agreement was entered into;
 - b. with immediate effect if it appears that an Examining Participant who does not have the Dutch nationality should not have been registered as an Examining Participant according to the law;
 - c. as soon as the Examining Participant obtains a diploma or a proof of obtained examination parts to which this agreement relates;
 - d. if the Examining Participant has failed to pass the examination within the established examination matters;
 - e. by mutual consent of the Examining Participant and the Institution;
 - f. due to the death of the Examining Participant.
2. The Institution shall terminate the Agreement by notice of termination, without notice of default or judicial intervention being required, if the Examining Participant imputably fails to comply or properly comply with this Agreement; this shall in any case include:

- a. removal of the Examining Participant in accordance with the provisions of the Student Charter;
- b. failure to comply with legal obligations in relation to this Agreement.

Article 10 Final provision

1. In cases not provided for in this Agreement, the Institution shall decide after having heard the Exam Participant.
2. The Exam Participant and his/her parent(s)/legal representative(s) declare to have read and agree to these General Terms and Conditions, which form part of the Agreement, as well as to take note of and comply with all applicable regulations, rules and protocols. 3. If an Exam Participant is of the opinion that this Agreement is being applied incorrectly or carelessly, the Exam Participant may submit his dispute or complaint to the Institution.
4. If the Exam Participant is of the opinion that the Examination Regulations have been incorrectly or carelessly applied, the Exam Participant may submit a complaint in accordance with the Complaints Procedure of the Summa Board: see www.summacollege.nl.
5. The Complaints Regulations, the Absence Protocol, the Student Charter, the Examination Regulations, the Regulations and Code of Conduct for the use of ICT resources and the Privacy Regulations and other relevant regulations are established by the Institution and can be viewed by the Exam Participant both before and after signing the Examination Agreement at www.summacollege.nl. The applicable course guide/OER can be viewed on the personal digital learning environment of the Exam Participant.
6. The Exam Participant agrees that the Institution will transfer the rights and obligations of the Exam Participant vis-à-vis the Institution to a successor in title, if the latter is authorised and recognized by the government to conduct the agreed Exam.
7. This agreement is exclusively governed by Dutch law.

General Terms and Conditions of the Examination Agreement Foundation ROC Summa College, date of entry into force 15-03-2016