

FUBiS General Terms and Conditions

The fee-based 'FUBiS' (Freie Universität Berlin International Summer and Winter University) Term I, II and III study programs (hereafter referred to as 'FUBiS') are a service provided by the Freie Universität Berlin (Freie Universität Berlin, Kaiserswerther Str. 16/18, 14195 Berlin, Germany). The Freie Universität Berlin has contracted ERG Universitätsservice GmbH (Malteserstr. 74-100, Haus S, 12249 Berlin; hereafter referred to as 'ERG') to organize FUBiS.

All services offered and provided by FUBiS are based exclusively on these General Terms and Conditions (Allgemeine Geschäftsbedingungen, AGB). They apply to both the offer and the provision of courses and services offered as part of FUBiS, as well as to the registration process and the resulting contractual and business relationships with participants. By registering for a FUBiS program, participants consent to these General Terms and Conditions being in force. Any changes or additions to these terms and conditions made before or when an agreement was reached must be confirmed in writing before taking effect.

1. Registration and Conclusion of Contract

a. Registration forms for FUBiS are available in the [Registration section](#) of the FUBiS website (www.fubis.org). Participants usually register online via the FUBiS website, using the provided online registration form. FUBiS dates and registration deadlines for 2022:

FUBiS Term I (on-site and ONLINE): January 3 - January 26, 2022 (3 calendar weeks)
<ul style="list-style-type: none">• Early bird registration: up until November 8, 2021 (program fee on-site € 200/ ONLINE € 50)
<ul style="list-style-type: none">• Late registration: from November 9, 2021 (program fee € 250/ ONLINE € 90)
<ul style="list-style-type: none">• Registration deadline: December 6, 2021
FUBiS Term II (on-site and ONLINE): June 4 - July 16, 2022 (6 calendar weeks)
<ul style="list-style-type: none">• Early bird registration: up until April 9, 2022 (program fee € 200/ ONLINE € 50)
<ul style="list-style-type: none">• Late registration: from April 10, 2022 (program fee € 250/ ONLINE € 90)

<ul style="list-style-type: none"> • Registration deadline: May 7, 2022
FUBiS Term III (on-site and ONLINE): July 23 - August 20, 2022 (4 calendar weeks)
<ul style="list-style-type: none"> • Early bird registration: up until May 28, 2022 (program fee € 200/ ONLINE € 50)
<ul style="list-style-type: none"> • Late registration: from May 29, 2022 (program fee € 250/ ONLINE € 90)
<ul style="list-style-type: none"> • Registration deadline: June 25, 2022

The 'Terms' as listed above refer to the time periods for the courses of study (programs) covered by these General Terms and Conditions. In the course of registering for a study program, participants have the opportunity to select the courses and optional additional services such as arranging accommodation (see also Section 5 of these GTC), excursions, and, in particular, the brokerage of insurance packages for the duration of the program, see also item c. below.

b. After registering with FUBiS, participants receive a confirmation of receipt of the registration form and an invoice via email. The confirmation notice and the dispatch of the invoice make the registration binding. The number of participants per course is principally limited to 18 participants for subject courses, with language courses principally limited to 15 participants. If the courses selected as part of a program are fully booked, FUBiS will inform the participant immediately and offer alternatives.

If none of the provided alternatives are suitable for the participant, the participant can withdraw completely from his*her registration, including a refund of all payments made (minus bank fees).

¹ Please note: for participants selecting **The Student Hotel** as their accommodation, an adapted refund policy applies for this option. For cancellations made until 9 weeks prior to the program start, you can receive a full refund after withdrawing. For cancellations afterward and up until five weeks prior to the program start, you may cancel the option with a 50% charge and a 50% refund of the total charges of the canceled room. For cancellations after this, no refund is possible. This policy also applies to cancellations made related to COVID-19.

Admission will not be denied on the basis of race, ethnic or national origin, creed, gender/sex, religion, disability, age, or sexual orientation/identity.

c. FUBiS programs, or the services offered as part of it, do not include any insurance cover for participants. Each participant is obliged to take out health insurance valid in Germany (preferably Europe) for the period of participation in the program. In addition, accident and liability insurance cover is strongly recommended. As part of FUBiS and for a separate fee, ERG offers participants the additional service of brokering an insurance package, which includes health insurance and/or accident and liability insurance for the duration of the program for which the participant has registered. The insurance obligation and offer do not apply to participants of the FUBiS online program.

2. Payment options and conditions of payment

a. Applicable are the prices quoted on the FUBiS website at the time of enrollment. They include fees for the program ('Program Fees'), as well as fees for the individual courses offered under the program ('Course Fees') and for optional additional services. Unless expressly stated otherwise, the prices quoted on the website (www.fubis.org) as well as the prices stated on the invoice include any statutory value added tax (VAT).

b. If registration and dispatch of invoices are completed up to 4 weeks before the start of the program, the amount invoiced must be paid within 7 days of receipt of the invoice. In case of later registration or later dispatch of the invoice, the amount invoiced must be paid within 3 days after receipt of the invoice. Otherwise, registration will lapse without the need for a separate, explicit declaration to this effect by ERG or the Freie Universität Berlin, and the participant's place on the program will be re-allocated to another participant.

All payments must be made in EURO (€) by bank transfer or credit card.

Payment by bank transfer:

Remittances of the amount invoiced shall be made out to the following bank account of the Freie Universität Berlin:

Hauptkasse der Freien Universität Berlin

Deutsche Bank AG (Bank Code 100 708 48)

Account Number 512164500

BIC/Swift-Code: DEUTDEDB110

IBAN: DE90 10070848 0512164500

Address: Otto-Suhr-Allee 6-16, 10585 Berlin, Germany

All bank charges/transaction fees must be borne by the participant. For transfers originating from abroad (non-EU), the transaction must be made as an "OUR transfer" (= the sender bears all transfer charges).

Unpaid amounts that do not exceed 50.00 € will not be requested as bank transfers. At the latest, they must be paid by the participant at the opening event at the beginning of the program in question. This regulation does not apply to participants of the FUBiS online program, unpaid amounts have to be settled before the start of the online program.

Payment by credit card:

Accepted credit cards are Visa Card and MasterCard.

To pay by credit card, the Freie Universität Berlin requires the 16-digit credit card number, the cardholder's name, the expiry date of the card and the three-digit card verification number, which is displayed on Visa and MasterCard cards after the 16-digit credit card number. If the cardholder is not the participant, the cardholder's address must also be provided.

Overpayments:

Overpayments up to an amount of € 25 will not be refunded via bank transfer to the participant, as the applicable fees for the return transfer charged by the bank would exceed this amount. This applies to both bank transfers and credit card payments.

All overpayments will be paid back to the participant at the opening event at the beginning of the program in question (not applicable for online programs).

Non-reclaimed overpayments will be collected by FUBiS and the total amount will be donated to charity at the end of the year.

3. Content, goals and implementation of the FUBiS program

Content and learning objectives of individual courses are published on our website at www.fubis.org. Participants should ensure that the content and objectives of each course meet their needs and expectations, and that they have the required qualifications. As a precautionary measure, we hereby expressly and clearly state that we do not owe participants the achievement of a particular learning outcome as a result of their participation. Likewise, we explicitly state that the admission of a participant to a program or course alone does not establish a participant's claim to be issued with a specific grade or confirmation of passing to represent their successful participation in the program/course concerned. We recommend that participants contact their tutor/course advisor at their home university prior to enrollment, also with regard to receiving academic credits for any of the services provided through the FUBiS program.

Quality

FUBiS teaching personnel is carefully selected in a rigorous screening and application process. FUBiS instructors demonstrate outstanding competence and experience in their particular discipline. Furthermore, Freie Universität Berlin guarantees that all courses, corresponding to their content, will be carried out in a professional manner and are in fulfilment of the stated objectives. The Academic Board of FUBiS has reviewed and approved all academic program offerings. This Board consists of at least five tenured professors representing different academic disciplines. A course and program evaluation and assessment procedure are in place.

Transcript

Every student receives an official transcript at the end of the FUBiS program. The transcript lists the duration of the program, the course title(s), the number of contact hours, the number of ECTS credits earned, and the grade(s). Please note that credits can only be awarded if you are currently/have been enrolled at a university.

Place of service provision

All courses within the program take place on one of the campuses of the Freie Universität Berlin. A lack of available venues may necessitate a move to other locations. Online courses take place virtually using Blackboard and WebEx as provided by the Freie Universität Berlin. Students are responsible to ensure that they have the necessary equipment and fulfill necessary requirements, such as stable internet connection, software, fully functional devices (laptop, tablet, PC or smart phone).

Language skills

German language courses:

For FUBiS, participants' language skills are graded in a series of steps:

1. Self-assessment during registration
2. An assessment using the FUBiS online language tests 4-6 weeks before the program starts, including
3. a detailed questionnaire about the student's previous experience in learning German as a foreign language
4. As required: an interview on the first day of class

This ensures placement in a course that corresponds to the student's level of German proficiency.

Subject courses:

Most subject courses are taught in English. This requires language skills of at least Advanced Intermediate Level II.

Participation in subject courses taught in German requires language proficiency at the Advanced Intermediate Level II level at least.

FUBiS reserves the right to exclude participants from their subject course(s) when they do not meet the essential language requirements as stated in the syllabus and on the FUBiS website. This decision will be made in consultation with the instructors, the student and FUBiS program officials.

The language skill level required for each subject course can be found in the respective syllabi and on the FUBiS website.

Additional services

Additional services, such as arrangement of insurance cover or an insurance package, excursions or arrangement of accommodation can only be offered according to availability.

4. Withdrawal/Change of courses/Cancellation/Refunds

4.1. General Cancellation policy

a. Withdrawing a binding registration for a program is possible for the parties under the following conditions:

aa. If the participant declares that he*she wishes to withdraw his*her registration up to four weeks before the beginning of the program in question (i.e. the day of arrival as stated in the program description), he*she will be refunded – less any applicable bank charges – all fees paid for any courses booked as part of the program and/or any fees paid for any optional services provided under the program (in particular, accommodation, insurance and/or excursions organized or arranged by the Freie Universität Berlin).² The program fee is non-refundable. The same withdrawal regulations apply to participants in the online program, however, the date until which a full refund (excluding program fee and banking fees) is possible, is the last day of registration (July 1, 2020).

² Please note: for participants selecting **The Student Hotel** as their accommodation, an adapted refund policy applies for this option. For cancellations made until 9 weeks prior to the program start, you can receive a full refund after withdrawing. For cancellations afterwards and up until five weeks prior to the program start, you may cancel the option with 50% charge and 50% refund of the total charges of the canceled room. For cancellations after this, no refund is possible. This also applies to cancellations made related to COVID-19.

No refunds are possible for later withdrawals from the program. The cancellation options for participants mentioned at 1 lit. b. and at bb. below, including the provisions stated there regarding refunds of payments made, remain unaffected.

Should a participant opt out of any of several courses selected as part of a program, this shall be deemed a partial withdrawal, with the above provisions thus applicable to that partial extent.

bb. The Freie Universität Berlin reserves the right to cancel courses for which fewer than 8 participants have registered up until four weeks before the beginning of the program in question. In this case, the affected participants will be notified and informed about alternative courses on offer. In this case, participants may withdraw from the contract by rejecting the alternatives offered. In this case, participants will be refunded all payments made.

cc. Withdrawals must be communicated in writing (i.e. via email).

b. As FUBiS is an intensive short-term study abroad program, there is no drop and add period. However, a class change is possible under the following narrow conditions:

- The last chance for a course change is the second business day after the first official day of class in Term I and Term III. In Term II, it is the fourth business day after the first official day of class. No course changes will be approved after these deadlines.
- The maximum enrollment of the other class is not met.
- The home university is informed by the participant regarding credits available for the chosen courses of study.
- A program official has approved the course transfer.

In the case of a course change initiated by the participant after registration, a processing and administration fee of € 75.00 per course will be charged.

c. The parties' statutory right to terminate the contract for important reasons and without notice remains unaffected.

For the Freie Universität Berlin, one such important reason is, in particular, that the participant is responsible for gross or repeated misconduct, such as

- violating his*her obligations as part of this contract;
- damaging or destroying premises or facilities used by the Freie Universität Berlin, or (other) property or premises of accommodation facilities brokered through the Freie Universität Berlin;
- harming others within the program, in particular harming them physically or otherwise harming their health;
- disturbing the implementation of the program substantially or harming the program, FUBiS or the Freie Universität Berlin substantially, including intangible harm; the decision as to whether the behavior of the participant in this sense is to be regarded as substantially disruptive or damaging may be made by FUBiS program officials in consultation with representatives of the home university of the participant at their professional discretion.

If the participant is responsible for the reason for which the Freie Universität Berlin is entitled to terminate the contract without notice, refunds of payments already made by the participant concerned are excluded. Any entitlement to claims for damages that the Freie Universität Berlin may have, separate from or in excess of this right, remain unaffected.

4.2. Covid-19 cancellation policy

In times of the coronavirus, FUBiS offers its participants special cancellation policies.

a. Before the start of the FUBiS term

Participants who registered for a FUBiS on-site course, but are prevented from entering Germany due to German government restrictions can cancel their registration free of charge. The cancellation needs to be submitted immediately via e-mail to fubis@fubis.org, upon request including proof of the travel ban. All costs paid by the participant up to that date will then be fully refunded (minus banking fees). This regulation does not apply to online courses.

For participants selecting **The Student Hotel** as their accommodation, an adapted refund policy applies for this option (see 5. Accommodation).

b. After the start of the FUBiS term

If due to new developments and recommendations of public organizations the FUBiS on-site courses will not be able to take place as intended, parts of the teaching activities can be shifted to remote teaching (blended learning). If necessary according to institutional guidelines, up to 100% of teaching can take place and be completed online. Should it in special cases not be possible for the Freie Universität Berlin to offer a course online, all incurred tuition costs will be refunded to the participant (minus banking fees). In that case, the FUBiS team will contact the persons concerned.

Should a FUBiS registration be canceled for personal reasons, the general terms and conditions apply. In that case, a full refund is not possible.

5. Accommodation

Like most German universities, the Freie Universität Berlin does not have its own student dormitories or accommodation facilities. Finding suitable and affordable accommodation available for short-term rental is therefore extremely difficult. Upon request, the Freie Universität Berlin arranges off-campus housing accommodation for the duration of the program. The various accommodation options are published on the www.fubis.org homepage. Accommodation brokerage and placement are subject to availability.

On request, i.e. when an additional service is selected as part of the registration process, and depending on availability, the Freie Universität Berlin brokers various accommodation options.

Please note that the Freie Universität Berlin acts only as an intermediary when providing accommodation services, and that the rents and fees you pay are forwarded to the

operators of the respective accommodation facility. Rental agreements are entered into between participants and the respective operator; any liability of the Freie Universität Berlin regarding justified rights and obligations – on the landlord's as well as on the tenant's behalf – is therefore excluded.

Changes to accommodation arrangements or cancellations are only possible free of charge up to four weeks before the start of the program (see also Section 4 above).

Please note: for participants selecting **The Student Hotel** as their accommodation, an adapted refund policy applies for this option. For cancellations made until 9 weeks prior to the program start, you can receive a full refund after withdrawing. For cancellations afterwards and up until five weeks prior to the program start, you may cancel the option with 50% charge and 50% refund of the total charges of the canceled room. For cancellations after this, no refund is possible. This also applies to cancellations made related to COVID-19.

The offer in section 5 does not apply to participants of the FUBiS online program.

6. Intellectual Property and Rights of Use

a. Within the scope of the FUBiS program, photo and video recordings of participants will be made during program events (opening event, teaching situations, farewell event, special events and excursions, if applicable). These images may be published and disseminated or publicly broadcast by FUBiS and the Freie Universität Berlin on the www.fubis.org and www.fu-berlin.de websites, via the channels or profiles of the Freie Universität Berlin and the ERG on social networks such as Facebook – e.g. on www.facebook.com/fubis.berlin –, Twitter – e.g. on www.twitter.com/fubis_berlin –, or on Instagram – e.g. on www.instagram.com/fubisberlin –, Xing and LinkedIn – e.g. on <https://de.linkedin.com/school/freie-universität-berlin-international-summer-and-winter-university/> –, on YouTube – e.g. <https://www.youtube.com/channel/UC869MCiGtKlcS10r1HFXgXA> –, on online portals for 'Study Abroad' services, as well as in print media for publication and/or advertising purposes related to FUBiS. Any participant who does not wish to be photographed or filmed is responsible for informing the FUBiS team or the respective photographers or film crew commissioned by FUBiS.

b. The Freie Universität Berlin reserves all copyrights, in particular intellectual property rights, to all materials that participants receive over the course of their participation in FUBiS programs. Materials or content distributed to participants as part of and in the context of the programs may under no circumstances be copied (except for personal use as intended), distributed, sold, or used on behalf of third parties or commercialized without the express permission of the Freie Universität Berlin or the ERG. The participant receives all documents/materials exclusively for personal use.

c. Insofar as FUBiS participants submit photos and/or videos to FUBiS or ERG or the Freie Universität Berlin (including as part of any photo/video competition that FUBiS may conduct on Facebook or Instagram), the following applies:

By submitting photos and/or videos to FUBiS, participants assure that these have been created by them without the assistance or inclusion of third-party services protected by intellectual property rights or ancillary copyright. The participants assure that they can freely dispose of their photos/videos in relation to the copyright usage rights. If one or more individuals are recognizable in the photos/videos, the persons concerned have to agree that the respective photo/video is made publicly accessible. The participants will confirm the preceding in writing on request by FUBiS.

The participants further assure that through the utilization of the submitted photos and/or videos according to the following provisions, no copyright, ancillary copyright, privacy or other rights of third parties are violated. Should any third parties still assert claims for infringement of their above-mentioned rights, the participants indemnify FUBiS against all claims.

By submitting photos and/or videos, participants grant the Freie Universität Berlin an unlimited, non-exclusive license to use the submitted photos/videos for presentation and/or advertising purposes in connection with the FUBiS program free of charge.

By submitting photos and/or videos, the participants grant free of charge non-exclusive usage rights for the respective photos/videos to Freie Universität Berlin – unrestricted in terms of space, time and concerning the contents – for presentation purposes and/or advertising purposes in connection with the FUBiS program.

Freie Universität Berlin has the right to be named as the source for the photos and/or videos used within the scope of the granted usage rights, and the participants agree to waive a separate copyright or authorship notice.

7. Liability and Force Majeure

a. In case of cancellation of an event due to illness, force majeure or other unpredictable events for which the Freie Universität Berlin cannot be held responsible, participants are not entitled to the event being held.

b. The Freie Universität Berlin is liable in contract and in tort

aa. for damages due to gross negligence or intent, and for injury to life, limb and health;

bb. for damages resulting from the breach of contractual obligations whose fulfilment makes the proper execution of the contract possible in the first place, and on whose compliance the participant ordinarily relies and was entitled to rely on ('essential

contractual obligations'); in this respect, however, liability is limited to the amount representing the foreseeable extent of damage that typically must be expected.

The single amount of the respective 'program value' is usually considered the typical foreseeable damage, i.e. the sum of the fees and prices for the program, including any selected additional services for which the participant concerned has registered. Liability claims in excess of this amount are excluded insofar and to the extent that, in particular, neither the Freie Universität Berlin nor the ERG is liable for lost profits, lost savings, or for other direct or indirect consequential damages.

The above limitations of liability also apply to employees, representative bodies and agents of the Freie Universität Berlin and ERG. Neither the Freie Universität Berlin nor ERG are liable for the behavior of their agents if the agent is the participant or a person acting in this role on behalf of the participant.

Mandatory statutory liability remains unaffected by the above provisions.

8. Data protection

The participant agrees that his*her personal data will be stored and processed within the scope of the statutory provisions of the German Federal Data Protection Act in order to fulfil the contract. Personal data of participants will not be passed on to third parties. Further information can be found at <https://www.erggmbh.de/en/datenschutz/index.html>.

9. Applicable laws and place of jurisdiction

The laws of the Federal Republic of Germany apply to these Terms and Conditions, and to all legal relationships between the Freie Universität Berlin and/or, if applicable, ERG on the one hand, and the participant on the other. This also applies in particular to any liability of the participants for improper conduct on their part as well as to damage for which they are responsible.

Both contracting parties agree to Berlin as the place of jurisdiction, unless a different sole place of jurisdiction compulsorily applies for the benefit of the participant.

10. Severability Clause

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

This version is the English translation of the German General Terms and Conditions (Allgemeine Geschäftsbedingungen, AGB). In case of doubt, the wording of the original German version applies.

As of December 2021