

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

for the postgraduate master's program LL.M., European Legal Perspectives, at the University of Cologne

1. Scope of Application

These General Terms and Conditions of Participation govern participation in the postgraduate Master's program "LL.M. European Legal Perspectives" offered by the University of Cologne in cooperation with the Cologne LAW Education GmbH (non-profit limited company, HRB 69323).

2. Admission Requirements

Admission requirements are set forth in the current version of the Regulations for Admission to the Master's Program European Legal Perspectives of the Faculty of Law of the University of Cologne.

3. Application and registration

- 3.1 The participant must send all documents required for the application by e-mail to Cologne LAW Education GmbH, Universität zu Köln, Albertus-Magnus-Platz, 50923 Köln, no later than the application deadline. Please submit a curriculum vitae in tabular form, a certified copy of your university entrance qualification, a written statement in English (letter of motivation) of two (2) DIN-A4 pages for the selection of the Master's program, proof of your first professional qualification, proof of relevant professional experience and proof of the required language skills. Certificates and documents that are not in English or German must be translated into English or German. The documents must then be submitted in both the original as well as the translated form. All certificates and their translations must be submitted as officially certified copies. The date of the postmark is sufficient to meet all deadlines. Cologne LAW Education GmbH will confirm receipt of the application.
- 3.2 The Examination Committee (*Prüfungsausschuss*) is responsible for the application procedure within the meaning of § 22 of the Examination Regulations (*Prüfungsordnung*) for the Master's Program European Legal Perspectives (LL.M.) of the Faculty of Law at the University of Cologne (Admission Committee).
- 3.3 The participant will be enrolled as a postgraduate student at the University of Cologne in accordance with the provisions of the cooperation agreement and the enrollment regulations of the University of Cologne. The participant is obliged to submit the necessary documents and to pay the semester fee to the University of Cologne. For enrolled postgraduate students, the enrollment regulations apply in the currently valid version.
- 3.4 The contract is concluded with the confirmation of admission by the Cologne LAW Education GmbH. Payment is to be made to the Cologne LAW Education GmbH (non-profit limited company), IBAN: DE49 3705 0198 1935 4561 50, BIC: COLSDE33XXX, Sparkasse KölnBonn, by the date listed on the admission notice. Fulfillment occurs when the payment is credited to the account of the Cologne LAW Education GmbH.

4. Scope of Performance

The respective scope of contractual performance within the scope of the Master's degree program comprises the teaching and examination services to be rendered in accordance with the Examination Regulations (*Prüfungsordnung*). Travel and accommodation costs are not included.

5. Changes in Performance

The organizer reserves the right to cancel or subsequently change the program of study before the start of the program under the following conditions:

- 5.1 The cancellation of the study program can only take place if there is a reason worthy of recognition on the part of the organizer. This is particularly the case if the number of participants for the study program does not reach 15 of the available participation slots in an application period, or if the services cannot be provided by the organizer due to force majeure or impossibility. The organizer may cancel no less than four weeks prior to the beginning of the study program. The participant will be informed immediately and will be refunded any fees already paid without deductions. There shall be no further claims, except in the case of injury to life, body, health or other injuries, insofar as these are based on gross negligence or intent on the part of the organizer; in particular, travel, hotel and/or other costs will not be reimbursed to the participant in the event of cancellation.
- 5.2 In order to ensure the quality of the study program, the organizer

may adapt the course of study and the modules in accordance with the applicable Examination Regulations (*Prüfungsordnung*).

- 5.3 In the event that a complete module cannot be held because the lecturers are unable to attend, the Cologne LAW Education GmbH will try to offer an alternate date, which may also take place during the following academic year.

5.4 In the event instructional units (i.e. individual lessons) cannot be used, the participant is not entitled to an alternate date or reimbursement of participation fees.

6. Making Up Missed Events

In the event the participant has missed certain events, he/she can make them up during the following academic year at no additional cost.

7. Terms of Payment

7.1 The Cologne LAW Education GmbH is the recipient of the participation fee for the study program. The participation fee does not include value-added tax. The Cologne LAW Education GmbH is a non-profit organization exempt from VAT, whose funds serve to promote education, training and continuing education at the University of Cologne. Should the standard period of study be exceeded, the organizer will decide in consultation with the Dean of Studies of the Faculty of Law in individual cases whether additional fees are to be paid.

7.2 The participation fee is due upon receipt of the admission letter and must be paid by the payment deadline specified therein.

8. Examinations

Examinees are subject to the current version of the Examination Regulations (*Prüfungsordnung*).

9. Withdrawal and Non-participation

9.1 In the event of withdrawal from registration for the program of study, the full participation fee is due.

9.2 The contract ends if the participant is to be exmatriculated according to the applicable Examination Regulations (*Prüfungsordnung*), if the evidence required for matriculation is not provided or if the semester fee is not paid.

9.3 The participant is required to pay the full participation fee even if he/she does not attend the program of study. The organizer may waive this obligation in agreement with the Dean of Studies.

10. Liability

The Cologne LAW Education GmbH, its legal representatives and vicarious agents, shall be liable – as a result of intentional breach, as well as any negligence; in the case of simple negligence, however, limited to the foreseeable damage typical for the contract - for the breach of material contractual obligations, i.e. obligations which make the proper execution of the contract possible in the first place and on whose compliance the other contractual party may regularly rely.

In all other respects, the Cologne LAW Education GmbH, its legal representatives and agents shall only be liable for damage caused by intent or gross negligence. In the event of gross negligence, liability is limited to the amount of the participation fee. Liability for indirect damages and consequential damages are excluded in the case of gross negligence.

The above limitations or exclusions of liability shall not apply in the event of injury to life, limb or health or in the event of claims under the German Product Liability Act (*Produkthaftungsgesetz*).

11. Accident Insurance

- 11.1 Students enrolled in the University of Cologne are insured against all accidents during their studies that occur on the direct route to and from the place of study as provided by the University's statutory accident insurance to the extent such accident insurance provides coverage for the event giving rise to the claim.

- 11.2 Cases of damage arising in connection with studies must be reported immediately to the University of Cologne.

12. Confidentiality

12.1 The course materials provided for the respective master's program will be made available to the participant with no additional charge.

12.2 The participant will receive these copyright-protected course documents as his/her property and shall not pass them on to third parties or make them accessible to third parties.

12.3 Participants must keep confidential all information related to the other participants and speakers.

13. Data Protection

13.1 The Cologne LAW Education GmbH processes the participant's personal data for a specific purpose and in accordance with the law.

13.2 The personal data provided for the purpose of registration (name, e-mail address, telephone number, address) is required by the Cologne LAW Education GmbH for the initiation, fulfillment and execution of the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the implementation of the contractual relationship.

13.3 The participant has the right, upon request and free of charge, to receive information about the personal data that the Cologne LAW Education GmbH has stored about him/her. In addition, the participant has the right to have incorrect data corrected, to have the data blocked, to have the data transferred to him/herself or to a third party, and to have the personal data concerning him/her deleted, provided that there is no legal obligation to retain the data.

14. Final Provisions

14.1 If individual provisions of these General Conditions of Participation are or become invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a provision that comes as close as possible to the economic objective intended by the invalid provision in a legally permissible manner. Should a gap be found to exist in these terms and conditions, the parties shall find or apply a provision that corresponds to what they would have agreed if they had considered the point that remained open.

14.2 The contractual relationship is subject to the substantive law of the Federal Republic of Germany.

14.3 The exclusive place of jurisdiction shall be Cologne, Germany.

14.4 The applicants accept these General Conditions of Participation.

14.5 Ancillary agreements must be made in writing. Unilateral reservations or conditions shall not become subject matter of the contract. This shall also apply to any deviation from this written form clause.