

Please note our terms and conditions and the cancellation policy on the following pages.

## Registration/Application for Admission

For participation in the continuing education master program “Data Science”

Surname, First name, Title  Mr.  Mrs./Ms./Miss

Correspondence address:

Street, House number

Post Code, City/Town

Date of birth, Place of birth

Telephone/ Mobile Number

E-Mail

The e-mail address must be provided, as information that is essential for organizing the course will be made available by e-mail. Please make sure that your e-mail account is protected against access by unauthorized third parties.

Degree(s):

Name of College/University

Subject/field of study

Diploma-  Bachelor-  Master Certificate Grade:

Other Qualifications: Grade:

Employer

Job title

Invoice address (if different from correspondence address):

Company

Surname, First name, Title  Mr.  Mrs./Ms.

Street, House number

Post Code, City/Town

E-Mail (for the receipt of invoice)

Cost coverage  100%; if not, please define exactly:

### Details for Accident Insurance (please tick):

- Participation is work-related. There is an exemption in whole or in part for the duration of the program and/or the cost in whole or in part is covered by the participant's employer.
- I am a registered student at a German institute of higher education.
- Private participation

### Application Documents

Along with the application form, please send the following documents:

- Certified copy of the undergraduate or first degree (e.g. Diploma, Bachelor or Master certificate)
- Certificate confirming ECTS-Level – if available
- Certificate in English (at least level B2)
- CV

Please return the completed application form to:

University of Münster  
UM Professional School gGmbH  
Königsstraße 47  
48143 Münster, Germany  
or

E-Mail: [datascience@professional-school.uni-muenster.de](mailto:datascience@professional-school.uni-muenster.de)

## Conditions of Participation and Information

1. The contract is formed between the Applicant and Universität Münster Professional School (Amtsgericht Münster – HRB 10595, Address: Königsstraße 47, D-48143 Münster – through its sole representative Dr. Kristin Große-Bölting), (hereinafter known as UM Professional School).
2. The application to be admitted to the master's degree program **"Data Science"** is binding upon the Applicant once it is submitted to UM Professional School. **The closing date for applications is 15 September 2024. The continuing education master's degree program duration is 4 semesters (standard period of study).** The contract period commences with the conclusion of the contract (clause 5) and ends with obtaining the university degree, without the need for termination.
3. The subject of the contract is the preparation for the master's examination in the continuing education master's degree program **"Data Science"** at the University of Münster. UM Professional School carries out the course of study on behalf of the University of Münster and on the basis of the examination regulations of the University's department of economics. The objective of the degree program is to be awarded the academic degree of "Master of Science" (M. Sc.).
4. The minimum number of participants is 15.
5. The contract is formed at the point when UM Professional School acknowledges receipt of the application. The contract will be revoked if the Admissions/Examination Board does not admit the Applicant to the program.

## APPLICATION

I hereby submit a binding application to be admitted to the **master's degree program "Data Science"** at the University of Münster. I agree to submit the supporting documents **by 15 September 2024** to UM Professional School. I have been notified of my **right of cancellation**.

I accept the **Conditions of Participation and Information** and the **GCP Universität Münster Professional School master's degree program** which I have read and understand.

6. The contractual obligation to pay the fee arises when the contract is formed. The fee is €16,950.00. The fee covers application, course participation, refreshments, the course materials (in accordance with UM Professional School as digital files) and the examinations.

The fee can be paid either in full amount before the start of the degree program or in 3 installments.

The fee invoiced by UM Professional School is due upon receipt of the invoice and must be paid within the payment terms specified therein. It is to be paid by bank transfer to the following account of UM Professional School:

Universität Münster Professional School, Deutsche Bank Münster, IBAN: DE96 4007 0080 0047 8503 00, BIC: DEUTDE33HAN33

If an Applicant is not admitted to the degree program (clause 4 of GCP Universität Münster Professional School master's degree program) the contractual obligation to pay is cancelled with the contract.

7. UM Professional School reserves the right to make changes to services. These can only take place under the conditions and circumstances set out in clause 7 of the GCP Universität Münster Professional School master's degree program.

I consent to UM Professional School holding and using my **Data** for the purposes of processing the application. I consent, upon being admitted to the degree program, to the lecturers/tutors and other participants being provided with the personal details contained on page 1. I can withdraw my agreement at all times.

**I hereby submit a binding application and confirm that the information provided is true, complete, and accurate.**

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Place, Date, Applicant's signature

## Cancellation policy

### Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the conclusion of the contract.

To exercise your right of cancellation, you must inform us (Universität Münster Professional School gGmbH, represented by the Managing Director Dr. Kristin Große-Bölting, Königsstraße 47, 48143 Münster, Tel. +49 251/83-21707, Fax +49 251/83-21709, mail [info@professional-school.uni-muenster.de](mailto:info@professional-school.uni-muenster.de)) of your decision to cancel this contract by means of a clear declaration (e.g., a letter sent by post or an e-mail). You can use the attached cancellation form for this purpose, but it is not mandatory.

You can fill out and submit the standard cancellation form or another clear declaration on our website <https://professional-school.uni-muenster.de/cancellation> electronically. If you make use of this option, we will send you confirmation of receipt of such cancellation without delay (e.g., by e-mail).

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before this period expires.

### Consequences of cancellation

If you cancel this contract, we shall reimburse you all the payments we have received from you without undue delay and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees because of this repayment.

If you have requested that the services begin during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exercise of the right of cancellation with regard to this contract, compared to the total scope of the services provided for in the contract.

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Place, Date, Applicant's signature

## **General conditions of participation of Universität Münster Professional School gGmbH**

for international master's degree programs at the University of Münster  
(GCP Universität Münster Professional School master's degree program)

### **1 Scope and subject of the contract**

These general conditions of participation in conjunction with the application Form (page 1), the Conditions of Participation and Information (page 2) and the Cancellation policy (page 3) define the rules of participation in the master's programs offered by the University of Münster in cooperation with Universität Münster Professional School gGmbH, HRB 10595 (hereinafter known as UM Professional School).

### **2 Application**

**2.1** The application form is to be completed with the necessary information. The Applicant agrees to submit the required supporting documents to Universität Münster Professional School gGmbH, Königsstraße 47, 48143 Münster, Germany or via e-mail to the address stated on the application form (page 1) within the time limit set out in the application.

Documents to be submitted:

- Certified copy of the undergraduate or first degree (e.g. Diploma, Bachelor or Master certificate)
- Certificate confirming ECTS-Level – if available
- Certificate in English (at least level B2)
- CV
- If applicable, a certified copy of the doctoral certificate

**2.2** The date of the postmark or the receipt of the e-mail determines whether a time limit has been complied with.

### **3 Admission**

The admission requirements for participation in master's degree programs are set out in the admissions/examination regulations. The Admissions/Examination Board elected for the respective program decides whether an applicant is admitted to that program and about the number of study places for that program.

### **4 Formation of the contract**

The contract between UM Professional School and the applicant comes into effect upon receipt of the confirmation of the application for admission. If the examination committee does not admit the applicant to the program, the contract is revoked and ineffective (resolutive condition).

### **5 Contract Duration, Termination Right**

The initial duration of the contract is 24 months with no right of termination. The right to terminate the contract for cause remains unaffected. The contract is tacitly extended for an indefinite period after 24 months if it has not been terminated by the applicant at least one month before the end of the 24 months. The contract can be terminated after the 24 months (initial duration) with a notice period of one month. Upon attainment of the university degree, the contract ends without the need for termination.

### **6 Scope of Services**

The scope of contractual services within the master's degree programs is determined by the documents and information, the examination regulations, and the study schedule.

### **7 Changes to Services**

UM Professional School reserves the right to cancel or change the degree program under the following conditions and circumstances:

**7.1** The cancellation can only take place if it is in the reasonable interests of UM Professional School to cancel. This is particularly the case if the minimum number of participants set out in the Conditions of Participation and Information has not been reached or if UM Professional School cannot provide services due to force majeure or impossibility. In the event of impossibility or the minimum number of participants not being reached, UM Professional School reserves the right to cancel until 20 days before the start of the program. The participant will be informed immediately and will receive a full refund of any fees already paid, if applicable, without deductions.

**7.2** UM Professional School reserves the right to appoint replacement lecturers/tutors in place of the advertised lecturers/tutors and to change teaching procedures provided that essential features of the degree program remain unchanged and the change is reasonable to the participant.

**7.3** For the event that an entire module cannot be held due to the unavailability of lecturers/tutors, UM Professional School will attempt to offer a replacement date, which may also take place outside of the regular study period or in the following academic year, if necessary.

**7.4** Should individual teaching units (i.e., individual class sessions) be unable to be held, UM Professional School will attempt to offer a replacement date. However, there is no entitlement to this replacement date or to a partial refund of the participation fee.

**7.5** If, after the conclusion of the contract, it becomes necessary to make time changes or deviations in the content or organization of one or more events or individual ancillary services, UM Professional School reserves the right to carry out such changes or deviations, provided that the educational objective is not impaired, and the modification or deviation appropriately takes into account the interests of both contracting parties.

**7.6** Minor changes in services do not entitle to a reduction of the agreed participation fee

### **8 Terms of Payment**

**8.1** UM Professional School receives the stated fee pursuant to Clause 6 of the Conditions of Participation and Information. The dates for and rates of payment are set out in clause 6 of the Conditions of Participation and Information. Payment is to be made by bank transfer to Universität Münster Professional School, IBAN DE96 4007 0080 0047 8503 00, BIC: DEUTDE33B400, Deutsche Bank. The obligation to pay is fulfilled when funds are credited to the account.

**8.2** The fee is not subject to Mehrwertsteuer (German VAT/sales tax). UM Professional School is exempt from Umsatzsteuer (VAT/sales tax) as it is a non-profit organization whose primary purpose is to serve the advancement of continuing/further education at the University of Münster. However, UM Professional School reserves the right to charge Mehrwertsteuer (VAT/sales tax) in the event of a change in the law.

**8.3** The fee is payable upon receipt of the invoice and is to be paid by the stated payment date.

**8.4** Any fees for international bank transfers, which may be charged by both the bank of UM Professional School and the participant's bank, are to be paid by the participant.

**8.5** If the participant fails to meet his/her payment obligations within the specified deadlines, UM Professional School reserves the right to exclude the participant from the master's program until the respective payment obligation has been met. Until this time, participation in seminars and the provision of services is not possible.

**8.6** The assignment of a supervisor for the master's thesis and the allocation of a topic for the master's thesis will only take place after the fee for the master's program specified in clause 6 of the Conditions of Participation and Information has been paid in full.

### **9 Cancellation and Non-Participation**

**9.1** Within the first 24 months, during which ordinary termination according to Clause 5 is excluded, in the event of non-participation (e.g., cancellation/unjustified termination/withdrawal from studies), the full participation fee becomes due, regardless of whether the default was caused with or without the fault of the applicant. The right to participate in courses cannot be transferred to a substitute person by the applicant.

**9.2** In the case of clause 9.1, UM Professional School takes into

account what it has saved as a result of services not being provided or what it has earned through another use of its services or what it willfully neglects to earn. This is 15% of the fee before the program begins and 10% of the fee once the program has started. The participant is free to provide evidence that the savings to UM Professional School are higher in individual cases.

**9.3** An alternative participant can be appointed up to 4 weeks before the start of the program provided that this person satisfies the admission requirements. The charge for this amendment is €200.

#### **10 Repeating Course(s)/Events and Leave of Absence**

**10.1** The participants are considered registered for the modules of their respective cohort. The modules of the study program must be completed in the sequence determined by UM Professional School. Cancellations from participation in modules or the associated event blocks can be made in writing, stating a valid reason, no later than 3 weeks before the start of the respective event block/module. A valid reason may include illness, accompanied by the submission of a medical certificate. If the participant misses individual units/events, he/she can make up for them in the following academic year (cohort) without any additional cost.

**10.2** If a cancellation is not made in due time according to 10.1, the non-participation in the respective event blocks/modules will be considered as attendance. For a repeated participation in the missed event blocks/modules without a valid reason, an additional fee of €20 per day of attendance will be invoiced separately.

**10.3** A one-time leave of absence is possible for an ongoing degree program. The participant can resume the program in the following academic year (cohort). Both options represent a pure gesture of goodwill by UM Professional School and assume that there is a following academic year for that program or in general. The participant bears the risk of possible changes and the risk that there may not be a following academic year for that program or in general. In the latter case, a proportion of the fee may be refunded.

**10.4** For a length of study which exceeds the stated provisions of clause 2 of the Conditions of Participation and Information in conjunction with 9.3, a fee of €500 per semester, or every 6 months, will be charged.

#### **11 Examinations**

The participants are subject to the examination/course regulations which are in place at the time the program begins.

#### **12 Implementation of the electronic components of the course**

**12.1** The participant provides a PC with internet access. He/she shall ensure that this PC is in good working order during the program and shall repair any glitches/faults.

**12.2** UM Professional School ensures on their side, that they provide the technical requirements needed for the electronic data exchange for the Learning Management System for a particular course. UM Professional School gives no guarantee, that the Learning Management System is suitable or permanently available for a specific service or a specific software.

**12.3** It is well known to the participant that, due to the structure of the internet, the possibility exists for transmitted data to be intercepted. UM Professional School is not liable for breach of confidentiality of email messages or other information transmitted over the internet.

**12.4** If a third party brings a claim against UM Professional School for breach of intellectual property rights, UM Professional School is entitled to take the necessary measures to remedy the breach at the participant's expense.

**12.5** UM Professional School is not responsible for the backup of files and/or data saved on the server. Even if it assures that backups are made, UM Professional School is not liable for any claims for damages and/or compensation as this is merely a supplemental service

#### **13 Liability**

**13.1** Claims over and above clause 7.1 do not exist provided it does not concern claims for injury to life, body or health. In the case of

other injuries, claims only exist in so far as they are based on the gross negligence or intent of UM Professional School. In particular, UM Professional School does not accept any liability for injury/damage to person or property which occurs during the journey to and from the course venue(s).

**13.2** The participant agrees to notify UM Professional School immediately if an action, claim or demand is brought against him/her by a third party for intellectual property rights and copyright infringement. The participant agrees to indemnify UM Professional School against any and all third party actions, claims and demands relating to the data.

#### **14 Confidentiality**

**14.1** The participant receives the copyright protected course documents and agrees that he/she will not provide them to or make them accessible to a third party.

**14.2** The participants and lecturers/tutors agree that they will keep information received from lecturers/tutors and participants strictly confidential (the Chatham House Rule): "When a meeting, or part thereof, is held under the Chatham House Rule, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed."

#### **15 Change of personal details**

The participant agrees to notify UM Professional School in writing without delay of any change of address, telephone number or email.

#### **16 Data protection**

**16.1** UM Professional School shall process the Applicant's personal data for a specific purpose and pursuant to statutory regulations.

**16.2** UM Professional School requires the personal data (see Information about Data Processing) provided for the purposes of the application and registration (e.g. surname, first name(s), E-Mail address, address etc.) for the initiation, performance and execution of the contract. This data shall be treated confidentially and shall not be passed on to third parties who are not involved in the performance of the contractual relationship. As the processing of personal data takes place for the initiation and/or performance of the contract, it is in accordance with Art. 6 paragraph 1 (b) DSGVO (the EU General Data Protection Regulation).

**16.3** The Applicant has the right, upon request and free of charge, to access the personal data concerning him/her which has been stored by UM Professional School. In addition, the Applicant has the right to rectification of inaccurate data as well as the right to restrict, transfer data to himself/herself or a third party and the right of erasure of the personal data concerning him/her, provided that this does not conflict with any statutory storage obligation.

**16.4** Further information on the nature, extent, location and purpose of the collection, processing and use of the required personal data can be found in the document 'Information about Data Processing' which is available separately.

#### **17 Final Provisions**

**17.1** The Applicant, upon submitting the signed application form, expressly accepts and agrees to abide by these general terms and conditions.

**17.2** Modifications and amendments to this contract must be in text form. Oral supplementary agreements do not exist. Unilateral provisions or conditions are not the subject matter of the contract.

**17.3** The claims of the contracting party become statute/time-barred one year from the date of issue of the certificate. The foregoing limitation period shall not apply to claims for damages based on grossly negligent or intentional breach of duty, in the event of culpable breach of cardinal contractual obligations, in the event of culpably caused injury to life, limb or health or in the event of claims under the Product Liability Act.

**17.4** In the event that any clause, condition, term or provision contained in these general conditions of participation is or becomes invalid or unenforceable to any extent, or if a gap or omission becomes apparent, the validity of the terms and conditions as a

whole will not be affected. An invalid clause, condition, term or provision shall be replaced by one which has the same desired economic effect as the invalid clause, condition, term or provision in a manner permitted by law. If a gap or omission becomes apparent in the terms and conditions, the parties will find or accept a rule or provision which corresponds with what they would have agreed had the gap or omission been considered in the first place. No further claims can be derived from this contract.

**17.5** The contract is governed by the laws of the Federal Republic of Germany.

**17.6** The exclusive place of jurisdiction is Münster/ Westfalen, Germany.

Münster, November 2023

## Information about Data Processing pursuant to Art. 13 DSGVO (the EU General Data Protection Regulation)

Dear Sir or Madam,

The following information is for those who register for a master's program at the UM Professional School:

1. How we process your personal data; and
2. Your rights under the Data Protection Regulation.

### The Controller:

Universität Münster Professional School gGmbH,  
represented through its Managing Director, Dr. Kristin Große-  
Bölting, Königsstraße 47, 48143 Münster  
Tel.: + 49 251 83-21707  
E-Mail: info(at)wwu-weiterbildung.de

### We will collect the following information:

- Titel, first name(s), surname
- Organization/company/firm/institution
- Street, house number
- Postcode
- City/town
- Telephone number
- A valid E-Mail address
- Date of birth, place of birth
- Invoice/billing address and the data of the recipient (if different to you) (organization/company/firm, department, title, first name(s), surname, street, house number, post code, city/town, telephone number)
- Information from your curriculum vitae (CV)
- University diploma
- English Certificate
- Current occupation/employment
- Previous degrees, qualifications
- Previous employment experience

The processing of your personal data takes place in order to take steps prior to entering into a contract and for the performance of the obligations under the subsequent contract that is formed. This is therefore in accordance with Art. 6 (1)(b) DSGVO. It would not be possible to perform the contract without this data.

### Transfer of personal data to third parties:

We will not transfer personal data concerning you to third parties for purposes other than those stated below.

With regards to the implementation of the master's program "Visual Anthropology, Media and Documentary Practices" you agree that your mail address is forwarded to international lecturers of the program for the purpose of student support. Moreover, we will not transfer your personal data to so called third countries (countries outside of the European Economic Area).

Insofar as this is necessary pursuant to Art. 6 (1)(b) DSGVO for the administration and performance of the contractual relationship, the relevant departments within the Universität Münster Professional School gGmbH will have access to your personal data, which they require for the administration and performance of the contractual relationship.

Our Processor (Article 28 DSGVO) can also obtain and receive personal data for these purposes.

This includes:

- Host of the website
- University of Münster
- Newsletter2go

### Storage period:

Insofar as is necessary, we will process and store your personal data for the duration of our business relationship, which, by way of example, includes the initiation and execution of a contract.

In addition, we are subject to obligations in relation to the storage of documents, which arise, amongst others, out of the Abgabenordnung (§ 147 Abs. 3, 4 AO) (The Fiscal Code of Germany) or the Handelsgesetzbuch (§ 257 HGB) (German Commercial Code).

The specified time periods within the Codes for storage are 5 to 10 years.

The storage time period is also dependent on statutory limitation periods which can range from 3 years (e.g. §§ 195 ff. BGB) (German Civil Code) to 30 years in certain cases.

### Rights of the data subject:

The data subject has a right of access (Art. 15 DSGVO), a right to rectification (Art. 16 DSGVO), a right to erasure (Art. 17 DSGVO), a right to restriction of processing (Art. 18 DSGVO) as well as a right to data portability (Art. 20 DSGVO).

Pursuant to Art. 21 DSGVO, you have the right to object at any time to the processing of personal data concerning you which is based on Art. 6 (1)(e) DSGVO or Art. 6 (1)(f) DSGVO.

If you object, we will no longer process your personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims.

If you wish to exercise your right to object, please send an E-Mail to us at: info(at)wwu-weiterbildung.de.

You also have the right to lodge a complaint with the responsible supervisory authority.

To  
Universität Münster Professional School gGmbH  
represented through its Managing Director Dr. Kristin Große-Bölting  
Königsstraße 47  
48143 Münster

Phone +49 251/83-21707  
Fax +49 251/83-21709  
E-Mail [info@professional-school.uni-muenster.de](mailto:info@professional-school.uni-muenster.de)

## CANCELLATION FORM

I hereby cancel the concluded contract for participation in the continuing education master's degree program in:

(Name of the program)

Admission requested on:

Admission request confirmed on:

Name of participant:

Address of participant:

Signature of participant (only needed on paper)

Date

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### INSTRUCTIONS FOR COMPLETION

If you want to cancel your contract, please fill out this form completely and send it back to us.