



EUROPEAN PROGRAMMES

TERMS AND CONDITIONS

These terms and conditions are applicable to Universidad Central de Nicaragua UCN European Programmes e-learning, online, open and distance learning, blended learning and on-campus provision, whatever is applicable. The given terms and conditions aim at best practice and implement the standards of ODL QC without any claim to imply any endorsement, validation, support or accreditation by ODL QC. The learner agrees that the given terms and conditions are accepted and have been read and fully understood at the time of entering into contract with Universidad Central de Nicaragua UCN European Programmes (University) by means and at the time of paying the prescribed tuitions to the University account and therewith accepting the respective study plan and degree requirements indicated in the admission evaluation report issued by the University.

I OUTCOMES

- A. The learner agrees that each course and programme of study leading to a certificate, diploma or degree awarded by the University includes a clear statement of what the learner can hope to achieve on successful completion, including the degree awarded, the status and currency of the degree and the degree requirements.
- B. The learner agrees that in e-learning programmes outcomes can be fully attained through open and/or distance study, augmented in blended-learning programmes by face-to-face provision.
- C. The learner agrees that each course starts from a clearly stated level of ability given as entry requirements and facilitates learner progress to a greater level of ability given as degree requirements. Thereby, courses need not necessarily assume any level of skill and understanding in a given subject at the start. Different outcomes or completion points may recognise different levels of progress depending on the respective study plans and degrees awarded. All programmes or courses are structured to include ECTS points for partial and full completion.
- D. The learner agrees that all programmes of fully autonomous UCN are valid and officially recognised in Nicaragua and that the level of ability inherent in the outcome can be matched to a nationally-agreed level of qualification and is supported by appropriate evidence through the UCN award. The learner agrees that international students, not being Nicaraguan nationals or residents, in open and distance learning programmes of study are admitted by the University only for academic purposes without and the learner agrees that he or she does not intend to practice a regulated profession in Nicaragua after graduation without prior official revalidation of prior academic degrees and other professional requirements to be met. Programmes or courses leading to degrees are properly validated either by the University or a partner university in joint provision. The following applies:
 - a. the awarding body has national status, regardless of the qualifications it offers, to call itself a University;
 - b. those degrees are validated by the appropriate national authority by Apostille or diplomatic legalisation, unless the University is recognised within the European Union where legalisation is abolished;
 - c. those national validating mechanisms have international credibility through the Apostille or diplomatic legalisation;
 - d. if degree courses are offered which obtain their ultimate validation by being the degrees of another, properly accredited university, or dual degrees, this is clear in all publicity, whereby, degrees awarded by a University nationally recognised by a Member State of the European Union, do not require Apostille or diplomatic legalisation;
- E. The learner agrees that where clearly stated time limits for course completion are imposed by the programming of the e-learning platform (CMA Computer Marked Assignment) or by the tutor (TMA Tutor Marked Assignment) or study plan, they are clearly noticed by the learner, along with any possible extensions to this and – if applicable - related cost implications.
- F. The learner agrees that any assessments set by the University during or on completion of a course are appropriate and adequate to ensure a proper assessment of the learner's ability and achievements to date, and the results are communicated to learners. The learner agrees that examinations will be properly marked or assessed and providing appropriate feed back to the learner. Learners are aware of the fact that assessments can be challenged, and that resits are possible. The learner agrees that the programmes and courses are of academic nature and that assessment is not necessarily linked to accreditation by nationally-recognised qualification-awarding bodies.

Where such links are not established, the University does not make undue or unsubstantiated claims as to the level of skill or knowledge gained through successful completion of the course.

- G. The learner agrees that documentary confirmation of outcomes is available where appropriate to all learners on course or programme completion.
Any certificate or diploma offered by the University on completion of a course or programme clearly:
1. indicates what degree and certificate the University is awarding;
 2. indicates the name, nature, academic, vocational or professional recognition and other appropriate details of the awarding body;
 3. does not indicate or suggest that any non-recognised accrediting body endorses or validates the qualification concerned.
- Any certificate of course completion or degree provided to learners clearly states that it recognises only completion of the course, and does not imply any internally or externally validated qualification in that subject, unless otherwise stated. The criteria by which "course completion" is assessed are made known to the learner prior to enrolment.
- H. Where the outcome of a course is the declared competence to sit examinations offered, or be otherwise assessed, by another external organisation, the learner is informed of this, and of the respective responsibilities of University and applicant, prior to enrolment.
Whilst the University takes responsibility to ensure that the course fits the currently declared curriculum of the awarding body, with other matters it will be made clear which are the responsibilities of the University and which of the applicant.
- I. The learner agrees that if the course or programme and its objectives are placed in a wider educational, vocational or professional context, the learner is aware that the relationship between the outcome of the course and any standards suggested, required or imposed by the relevant profession are made clear to the learner prior to enrolment. The University is not liable for recognition of the degrees by third parties, academic or professional, however, if the outcome offers a qualification from the University, then the University also takes appropriate steps to support that qualification subsequently. Wherever possible, indications of opportunities for or routes towards further study are given.

II RESOURCES

- A. The learner agrees that the University will either use standard college and university level free e-learning (OCW) materials – made available free of charge – or uses standard college and university level course-books and literature available in bookshops at the expense of the learner.
- B. The learner agrees that course materials are structured to facilitate individual study and the development of study skills. Particularly in self-study online programmes students cannot expect tutor support in modules with Computer Marked Assignments CMA's.
- C. The learner agrees that the use of language in course materials is appropriate to the intended learners. In particular, care is taken with language if courses are described as being appropriate to those whose first language is not the study language, learners may be required to pass a language proficiency test.
- D. The learner agrees that a clear outline of the course as a whole is provided with the first set of materials or the learner is informed where to retrieve a download from the website.

III SUPPORT

- A. The University maintains and demonstrates a clear commitment to helping learners achieve their educational goals.
- B. The learner has overall responsibility for his or her own learning, and is informed that the University's role is supportive.
- C. The learner agrees that support offered by help-desk and student services is sufficient to meet the reasonable needs of learners, encourage the learning process and facilitate successful completion of the course.
- D. The learner agrees that tutorial support is not the case in e-learning provision with CMA's, and that the course material or other provision is capable of achieving its stated outcomes without such support, and the absence of such support is clearly indicated in all publicity and course material.
- E. The learner agrees that assessments are designed to support and encourage the learning process, as well as to monitor and establish the level of ability acquired by the learner. Assessments are offered in the following variations: Tutor Marked Assignments TMA's, Computer Marked Assignments CMA's, supervisor marked thesis, and viva-voce online examination or defence. The University may also require proctored examinations in blended learning provision.
- F. The learner agrees that a significant element of the provision is technology-based, and that the learner understands the system requirements, and has access to appropriate technical advice.
- G. The learner agrees that face-to-face or hands-on training is provided in blended learning provision wherever it is necessary to achieve the stated outcome of the course.
- E. The learner agrees that appropriate schedules for the submission and return of tutorial assignments are adopted and communicated to learners. Turnaround times are kept to a minimum.

- F. The learner agrees that he or she is encouraged to complete their courses. Progress is monitored, and learners are provided with comments or grade reports on their progress in relation to learning expectations and goals.

In particular:

1. Early contact with a learner is initiated by the University whenever difficulties occur arising from the non-submission of assignments by the appropriate deadline, or the submission of unsatisfactory work. The University will investigate cases of learner withdrawal from a course.
2. Care is taken to support and encourage learners who submit unsatisfactory work; learning support is only withdrawn after all reasonable efforts have been made to overcome their problems.
3. If the University has significant doubts that the learner is ready to undertake a particular examination or piece of practical work, the learner is advised of those doubts, particularly during the admission evaluation process of assessing the eligibility in terms of entry requirements. In cases where any risk to third parties is involved, the University must reserve the right to prevent the learner from undertaking that piece of work, and the learner is herewith informed of that right prior to enrolment.
4. All feedback maintains an appropriate balance between encouragement and realistic appraisal, and does not raise false expectations in the minds of learners.

IV RECRUITMENT AND ADMISSION

- A. The learner agrees that University, its staff, representatives and agents, conduct all promotional activity in a fair and ethical manner, follow commonly accepted best practices, and comply with all relevant legislation. The learner agrees to the use and storage of data by the University, its staff, representatives and agents. Learner records are maintained up to date. Learners' concerns about the confidentiality of their records are respected. Records will include, amongst other information, the name of the course or programme taken, the dates taken, details of all payments received and/or refunds made, details of any special agreements on learning outcomes between the University and the learner, and information on student progress such as marks, grades, records of all tutor-marked assignments, and awards made. Records should be maintained in a secure place, for as long as they are likely to be needed. The learner agrees to participate in monitoring learner satisfaction, through sample checks, questionnaires or other means, to ensure that a high proportion of learners are satisfied with the training or educational service provided, and that appropriate retention and completion rates are achieved.
- B. The learner agrees that all advertising or promotional material gives a clear, accurate and balanced view of the University, its personnel, its provision, the objectives and outcomes of that provision or the ease with which they can be obtained. All information included is real, current, and verifiable. The learner agrees that all publicity material:
1. clearly identifies the University;
 2. does not make false or injurious references to competitors;
 3. clearly identifies the awarding body of any qualification and its status;
 4. makes clear that the education or training on offer is by open and/or distance methods;
 5. avoids any impression that employment or third party recognition is on offer or is in any way guaranteed, unless otherwise stated.
- C. The learner agrees that the applicant is made aware of his or her responsibility to assess the suitability of the course, and in particular in relation to their own needs, qualifications, capabilities and aspirations, before enrolment.
- D. The learner agrees that the University offers sufficient information to enable each learner fully to assess the suitability of a course, including an opportunity to discuss it with the University prior to enrolment. Any limited information made available, is no suitable argument for refund arrangements to compensate for this. The pre-enrolment assessment used for admission purposes makes clear to the applicant that this is the case, and that such assessments do not lessen his or her responsibility to assess the suitability of the course.
- E. The learner agrees that prior to enrolment on a particular course, the prospective learner is made properly aware of all terms and conditions relevant to that course, either in the prospectus or similar material, by correspondence, or in discussion with the University. The learner agrees that these terms and conditions include:
1. the name and contact details of the University;
 2. the date of publication of the prospectus;
 3. the full extent of the course;
 4. the target group of learners for whom the course has been designed;
 5. the likely number of study hours necessary for its completion (given in ECTS points);
 6. the likely overall time span between enrolment and completion;
 7. what time-limits, if any, are imposed by the University for completion of the course;
 8. that the provision of materials for e-learning and online programmes is not linked to the schedule of payment of fees;

9. the total fee payable to the University in respect of the course, whereby, for e-learning and online programme the tuition is due all at once with admission for enrolment and will not be refunded, if the learner withdraws or fails to complete;
10. the likely total costs to the learner, including as well as University fees, the costs of necessary support materials, any likely travel and residential costs, and any examination fees payable to the University or to other bodies, if applicable;
11. the schedule of payment of fees (whether all at once or in stages) applicable to blended learning provision;
12. the University's policy on refunds, whereby students are aware that for e-learning and online programmes the tuitions are due all at once and not refunded in case of withdrawal or failure to complete;
13. the availability and extent of learning, tutorial and any other advisory support;
14. the availability and extent of vocational guidance if applicable;
15. the means of delivery of materials and support (by telephone, post, fax, e-mail, or on-line);
16. any equipment (PC, videos etc) needed by the learner to study the course at home;
17. the timing, extent and financial implications of any residential or face-to-face component of the course applicable to blended learning provision on campus;
18. the stated objective of the course, and its intended outcome;
19. any qualifications required of the learner to undertake the course, or other entry restrictions;
20. the number of assessments which count towards the outcome and the grades required to achieve it;
21. the currency (national or international status, recognition arrangements, and particularly license-to-practice implications) of any certificate, diploma or other qualification offered by the University as the outcome of the course, if applicable.

The learner agrees that if any of this information is not supplied by the University, because for example it is deemed to be the responsibility of another, such as another awarding body, or of the learner himself, this is clear prior to enrolment.

- H. The learner agrees that if access is restricted by the University for any reason other than published access requirements, or the University in some other way implies that the applicant is being vetted or selected by them, then it is clear to the applicant that the University is making a judgment as to the suitability of the applicant for that course or programme of study. The learner agrees that the University will conduct an admission evaluation report indicating whether the learner meets the entry requirements as well as the workload of the learner in order to comply with graduation requirements. Admission and transfer credits are based on the evaluation conducted by the University, whereby, the University may accept credential evaluation reports submitted by the learner with the application documents. The learner agrees that the Admission Evaluation Report represents the Learning Agreement between the University and the Learner once accepted by the learner through payment of the tuitions, and that these terms and conditions are herewith accepted.
- I. The learner agrees that enrolment when completed is confirmed to the learner, who then has a pre-defined period within which to pay the tuitions for the course or withdraw from the application. In case of withdrawal after enrolment by payment of tuitions there is no refund granted since the learner must decide before enrolment in an online programme. The learner agrees that the point at which enrolment occurs and a binding contract has been made is when the learner pays the tuitions, he or she agrees. All learners have access to a printable online copy of these terms and conditions of their enrolment. The language used is clear and unambiguous. There is no period after enrolment during which the learner can cancel the course and still obtain a substantial refund in online and e-learning courses.
- J. The learner agrees that enrolment in the inter-university degree programmes offered internationally with Universidad Azteca in Mexico, that Universidad Azteca is the "primary university" conducting the programme on behalf of both universities, including recruitment and enrolment. The joint application form applies to both universities.
- K. The learner agrees that enrolment in the UCN degree programmes offered internationally, the following declaration on part of the learner is signed with the joint application form:
I do hereby apply for enrolment. If accepted, I agree to pay Tuition and Fees via wire transfer as a single payment. I have read and understand the terms and conditions. Upon careful review, I freely submit this application for consideration. I am not in violation of any of the laws of my country. I am fully aware of the consequences of presenting misleading or false information. All of the information I have provided is absolutely correct and I authorize Universidad Central de Nicaragua UCN International Programs to conduct any and all information verification reviews as needed. I am fully aware that if my application is accepted, any funds paid will not be refunded due to issues beyond the control of the university. I have read and fully understand the innovative, alternative concepts of education utilized by the University. I have read carefully and hereby make application for admission to the University. I hereby certify under oath that the information provided in this

application is true, accurate and complete, to the best of my knowledge and I understand that any misrepresentation or omission will void my application, result in dismissal and loss of any funds paid. The University will not refund any tuition or any fees paid in case of false or misleading information. I understand that this application and all other records gathered for my admission files are confidential and will not be disclosed to me or any other person, except at by your written request or judicial order. The applicant is fully aware that Universidad Central de Nicaragua UCN is a fully autonomous recognised University in Nicaragua and that Universidad Central de Nicaragua UCN cannot assume any responsibility for the recognition of its degrees in third countries. It is the responsibility of the applicant to check the compliance with study laws of his/her country of residence. Applicants for international degrees of Universidad Central de Nicaragua UCN, awarded in accordance with the Law on the Autonomy of Institutions of Higher Education are fully aware that university own degrees are awarded and validated by the university due to its academic autonomy.

- L. The learner agrees that the following documentation on part of the learner is submitted with the application form and that applications will only be complete with the following documents:
- Fully completed application form (Word or PDF).
 - Duly signed form (scan, preferably PDF).
 - Copies of all diploma, academic degrees, certificates and credentials awarded or issued by accredited or recognised colleges, universities, postsecondary institutions of education. (scan, preferably PDF)
 - Copies of all previous studies (transcripts, diploma supplement). (scan, preferably PDF)
 - All applicants are required to provide a resume or CV. (Word or PDF)
 - Certified Passport Colour Copy (scan, preferably PDF).
 - Picture passport type in digital format (JPG, JPEG).
- The learner agrees that the University may check the validity of submitted documents and may require official transcripts or validation by the awarding institutions of prior academic degrees or professional certificates. The application cannot be processed until fully completed, signed and dated, and submitted by email.
- M. The learner agrees to make full payment of tuitions for programmes where this is a condition in due time given on the invoice in order to secure his or her enrolment. The University does not accept late payments and makes payment conditional to enrolment.

V COLLABORATIVE PROVISION

- A. The learner agrees that if any provision is delivered by two or more organisations that the learner is aware that Universidad Central de Nicaragua UCN European Programmes offers joint, dual or multiple degree programmes with partner universities.
- B. The learner agrees that Universidad Central de Nicaragua UCN or another named university (the "principal University") has legal responsibility for delivery of the provision, and the learner is made aware of this.
-

These terms and conditions apply to students enrolled with Universidad Central de Nicaragua UCN European Programmes, Rennweg 37, 6020 Innsbruck, Austria, under the authority of the Dean of European Programmes.

Date of revision: 18. March 2013