

General Terms and Conditions of Business (AGB) for the Freie Universität Berlin European Studies Program (FU-BEST)

The FU-BEST program is an official academic program offered by Freie Universität Berlin.

These terms and conditions apply to all services and provisions associated with the FU-BEST program. The terms and conditions of any and all of our customers and suppliers are hereby voided and have no validity. Any changes or additions to these terms and conditions, made before or at the time an agreement is entered into, must be confirmed in writing in order to have any validity.

Freie Universität Berlin has entrusted ERG Universitätservice GmbH with the task of carrying out the organization and management of FU-BEST.

1. Application and Admission

Applications for admission can be made by downloading the forms at the FU-BEST website (www.fubest.org), completing them and, adding the additionally required files, returning the complete application as pdf document to

info@fubest.fu-berlin.de

Deadlines for the FU-BEST semester programs:

FU-BEST Fall Semester:

General application deadline (day of receipt in Berlin): April 1

Deadline for payment of first installment: April 15

Deadline for payment of second installment: June 1

FU-BEST Spring Semester:

General application deadline (day of receipt in Berlin): November 1

Deadline for payment of first installment: November 15

Deadline for payment of second installment: December 1

When the application for participation has been received and accepted by the FU-BEST office, the participant will receive a formal admission letter and invoice via e-mail; in cases where the student's institution pays on his/her behalf, the student does not receive an invoice. The application becomes legally binding by means of this letter and invoice, with the first and second installment due by the deadlines outlined above. The participant thereby accepts the payment conditions outlined below. Please note that the financial obligations as outlined in this document extend equally to students who pay FU-BEST directly and those whose fees are paid for them to FU-BEST by their home institution. All fees are subject to change but will be finalized by January 1 for the Fall semester of the same year and September 1 for the following year's Spring semester.

FU-BEST invoices feature the following components: Tuition Fee, Program Fee, Housing Fee (if housing is arranged via the program), Insurance Fee (covering health, accident and liability), and Application/Technology Fee. The payment is due in two installments. Each participant or institution is required to pay a 500 Euro first installment (which counts towards the Program Fee portion of the invoice) as well as an Application and Technology Fee of 100 Euros (both non-refundable) no later than April 15 or November 15, depending on the semester for which the application is submitted. Payment of the remainder as a second installment is due June 1 or December 1, depending on the semester in question, unless an exception to this basic rule has been explicitly granted by the FU-BEST program.

Applicants for the Spring semester who are responsible for paying their invoice themselves and whose housing choice is an apartment in The Social Hub are required to pay their Housing Fee together with the first installment and the Application and Technology Fee no later than November 15.

Participation in general (and course enrollment carried out on a first-come-first-served basis) cannot be guaranteed unless all partial payments have been made by the established deadlines. If the invoice has not been settled in full, the application may be cancelled and the place given to another participant instead. All fees listed are applicable to each participant on an individual basis and for each individual semester.

Enrollment for each subject course is limited to 20. It is therefore essential to register as early as possible. If more than 20 participants register for a given subject course, the FU-BEST office will consider the alternate course(s) selected by the applicant on the application form. If no place is available in any of the courses selected by the applicant, the FU-BEST office will contact the applicant in due time in order to discuss other options or to offer the participant a cost-free withdrawal from the FU-BEST program.

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

2. Method and conditions of payment

Please note the following carefully: We only accept payment of the first installment by bank transfer from students whose fees are paid to us directly by their home institution. All other participants must provide credit card information for the first installment payment. Payment of the second installment can **only** be made by means of bank transfer (this is applicable to all participants). All payments must be made in Euros (€). We do **not** accept checks of any kind. Note the financial portion of the application forms; please complete it carefully!

You may be coming from a college or university that has developed a cooperative arrangement with us whereby it takes care of all transfers of funds to our account; **so please check with your Study Abroad office** before initiating a transfer by yourself. You may need to pass along your bill to officials at that office. Even in such a case, however, you remain fully subject to the conditions and obligations outlined in this document.

Transfers of funds should be sent to the following bank and account:

Deutsche Bank
Otto-Suhr-Allee 6-16
10585 Berlin, Germany
Account Number: 512 16 45 02
German bank code (BLZ): 100 708 48
Account holder: Freie Universität Berlin
IBAN: DE3610 0708 4805 1216 4502
SWIFT Code: DEUTDEDB110

All bank charges/transfer fees have to 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).

Please note your name, the invoice number, and the FU-BEST program in the transfer.

Any (small) fees (less than 50 Euros) remaining on a participant's account with FU-BEST as a result of uncovered transaction fees or currency conversion shifts are to be taken care of by means of cash payments on-site after arrival. Larger unpaid amounts would need to be covered via another bank wire. Participants who arrive with significant unpaid account balances may be barred from participation in the program until the account is satisfactorily settled.

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. All overpayments will be paid back to the participant on-site. Non-reclaimed overpayments will be collected by FU-BEST and the total amount will be donated to charity at the end of the year.

3. Cancellation/Refunds/Changes

Cancellation of participation in the FU-BEST program is possible in principle and must be submitted in writing, subject to the following conditions:

The first installment (consisting of the 100 Euro Application and Technology Fee and the 500 Euro Program Fee down-payment) cannot be refunded at any point after it has been paid; it is subtracted from any refunds as described below, along with any bank fees applicable to the reimbursement of monies paid.

In case of cancellation before June 1 (prior to the Fall semester) or December 1 (prior to the Spring semester), the participant in question receives a refund of the Tuition, Housing*, Insurance, and Program Fees paid minus the non-refundable first installment.

*Please note, however, that Housing Fees paid/owed for apartment housing in The Social Hub or the Student Village cannot be reimbursed after November 15 in case of the Spring program. This does not apply to the homestay housing option.

In case of cancellation between June 1 and June 15 (in case of the Fall program) or between December 1 and December 15 (in case of the Spring program), the participant receives a Tuition Fee and Insurance Fee refund only (that is, no refund of the Program or Housing Fee). After June 15, in case of the Fall program, or December 15, in case of the Spring program, no refund of any kind is provided.

All participants are strongly recommended to consider taking out their own cancellation insurance when applying for FU-BEST.

Fall Semester Deadline	Spring Semester Deadline	Refund
April 15	November 15	All fees
April 16 – May 30	November 16 – November 30	All fees except the Application & Technology Fee and the 500 Euro Program Fee down-payment (i.e., remaining Program Fee, Tuition Fee, Insurance Fee, Housing Fee) <i>Spring only:</i> No refund of Housing Fee for apartment option
June 1 – June 15	December 1 – December 15	Tuition Fee and Insurance Fee only
After June 15	After December 15	No refund of any kind any more

FU-BEST reserves the right to cancel courses that contain fewer than 8 participants four weeks prior to the start of a given semester at the latest. Should such cancellation be necessary, the affected participants will be notified and transferred to the next available course, based on their ranking of choices on their application forms. If no solution along these lines is possible for an applicant, he/she may cancel his/her participation in the FU-BEST program free-of-charge and receive a full refund of all fees paid up until that point.

After the semester has started, there is a drop/add period for the subject courses in which participants may change courses subject to the drop/add rules and deadlines issued by the FU-BEST program and by their own home institutions. FU-BEST reserves the right to cancel courses that contain fewer than 8 participants after this period, too. Should such cancellation be necessary, the affected participants will be notified and transferred to the next available course based on their individual preference. A complete withdrawal from the program and a refund of any fees paid is no longer possible at this point.

4. Contents and objectives of the FU-BEST program

The contents and objectives of the individual courses in the program are available on the official program website (www.fubest.org). The selection of courses is the responsibility of each participant. We therefore urge all participants to take note of any relevant preconditions or other aspects of a course. Each participant should consider especially whether the contents and objectives of a given course correspond with his/her needs and

expectations and also whether he/she possesses the necessary prior qualification for a course. All participants are subject to the FU-BEST Academic Regulations and Code of Conduct, as posted on the program website.

Quality

FU-BEST carefully selects its instructors, who must demonstrate adequate competence and experience in their particular discipline. Furthermore, FU-BEST guarantees that all courses, corresponding to their content, will be carried out in a professional and competent manner and fulfill the stated objectives. Content and quality of all courses, as well as the number of academic credits that can be earned, are monitored by the Academic Board of FU-BEST, which has reviewed and approved all academic program offerings. This Board consists of at least five tenured professors representing different academic disciplines. A formal course and program evaluation procedure is carried out each semester.

Transcript

When a participant fulfills all requirements of a course, he/she receives an official transcript of Freie Universität Berlin at the end of the FU-BEST program. It is the responsibility of each participant to ensure that he/she has acquired prior approval at his/her home institution for participation and subsequent transfer of credits. Freie Universität Berlin as a whole and FU-BEST in particular carry no responsibility for any failure to do so on the part of any participant.

Location

Unless announced otherwise in advance, all courses are held in one of the campus facilities of Freie Universität Berlin. Relocation to a non-university site, due to unexpected unavailability of space, may occur under certain circumstances.

Excursions and field-trips

One multi-day off-site excursion, course-related local field-trips and several cultural activities form an integral part of each semester's schedule. Any additional activities and travels undertaken by participants that do not form an official part of the program will be carried out at the participants' own expense.

5. Housing

The program will undertake every effort to make available to each participant who requests program-offered housing, the type of accommodation requested – homestay, Student Village or The Social Hub. If the preferred option should not be available, the program will book the next available option, in consultation with the participant.

Participants should note the following concerning housing and keep it in mind when making their selection on the application form: Switching from a homestay to an apartment or from an apartment to a homestay would only be possible under rather exceptional circumstances, and after very close review of the student's situation. Switching from one homestay setting to another homestay is possible in principle, but only when it is deemed absolutely necessary on-site by the Academic Director in close consultation with the Homestay Coordinator.

If a participant wishes to opt out of the two housing choices provided through the program, this can be done by clearly stating so on the housing page of the application form. After the application deadline has passed (November 1 or April 1, depending on the semester for which one is applying), it is no longer possible to reverse this "opting out": in other words, the applicant has then firmly committed him- or herself to setting up his/her own housing in Berlin, with the program exempt from any responsibility in this regard.

Please note that 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 Freie Universität Berlin regarding justified rights and obligations – on the landlord's as well as on the tenant's behalf – is therefore excluded.

6. Insurance

All FU-BEST participants are required to enroll in the German health/accident/liability insurance package arranged by the program. The health insurance only covers the timeframe of the program, generally excludes pre-existing conditions, and does not provide full coverage of all mental health conditions and expenditures. Participants are therefore encouraged to maintain their own (national) insurance alongside the German insurance package.

7. Copyright

FU-BEST and ERG Universitätservice GmbH retain full copyright regarding all materials distributed among participants. All materials or contents thereof may not be copied, sold or used for third parties without explicit prior approval by FU-BEST. Each participant receives all documentation and materials only for personal use.

8. Force majeure and acts of God

Cancellation of a course or other aspects of the FU-BEST program as a result of illness, acts of God or otherwise unforeseeable events or developments may occur. In such a case, participants are not entitled to having such courses or other aspects take place or carried out.

9. 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.

10. Privacy policy

Each participant agrees to the storage and use of personal data for the fulfillment of the agreement of participation within the framework of the legal provisions of the General Data Protection Regulation and the Federal German Data Protection Act. Participants' personal data is not made available to third parties. Students can demand the deletion of their personal data at any time. (<http://www.erggmbh.de/datenschutz/index.html>)

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

By submitting photos and/or videos to FU-BEST, 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 FU-BEST.

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 FU-BEST 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 FU-BEST 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 FU-BEST 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.

11. Place of jurisdiction

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.

Updated as of: March 2024