

APPLICATION FORM

For the Certificate Course “Executive Certificate in Business Process Management”

Surname, First name(s), Title Mr Mrs/Ms/Miss

Correspondence address: private work

Company/Firm

Street, House number

City/town, postcode

Date of birth, place of birth

Invoice address (if different from correspondence address):

Company/Firm

Surname, First name(s), Title Mr Mrs/Ms/Miss

Street, House number

Postcode, City/tow

Supporting 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) – if available
- Curriculum Vitae
- English certificate

Telephone Number / Mobile

E-Mail (must be provided)

Important information relating to course administration will be sent to you by email. Please ensure that your email account is protected from unauthorised third party access.

Employer

Job title

Degree(s):

Name of College/University/Professional Association

Subject/field of study

Diploma- Bachelor- Master Certificate Result:

Other Qualifications: Result:

Details for Accident Insurance (please tick):

- Participation is work-related. There is an exemption in whole or in part for the duration of the course 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.

Please return the completed application form by post to:

Westfälische Wilhelms-Universität Münster
WWU Weiterbildung gemeinnützige GmbH
Königsstraße 47
48143 Münster, Germany

Conditions of Participation and Information

1. The contract is formed between the Applicant and WWU Weiterbildung gemeinnützige GmbH (Amtsgericht Münster – HRB 10595, Address: Königsstraße 47, 48143 Münster – through its sole representative Dr. Kristin Große-Bölting), (hereinafter known as WWU Weiterbildung).
2. The application to be admitted to the Certificate Course “Executive Certificate in Business Process Management” is binding upon the Applicant once it is submitted to WWU Weiterbildung. The closing date for applications is 31 December 2018. Course duration is approx. 12 months. The contract term is from 15 February 2019 until the 31 March 2020 without requiring a notice of termination.
3. The subject of the contract is participation in the Certificate Course “Executive Certificate in Business Process Management” of the Westfälischen Wilhelms-Universität Münster. WWU Weiterbildung carries out the course of study on behalf of Westfälischen Wilhelms-Universität and on the basis of the examination regulations of the University’s Economics Department. The objective of the course is to be awarded a University Certificate.
4. The minimum number of participants is 8.
5. The contract is formed at the point when WWU Weiterbildung acknowledges receipt of the application. The contract will be revoked if the Admissions/Examinations Committee does not admit the Applicant to the course.
6. The contractual obligation to pay the course fee arises when the contract is formed. The fee is €12,500.00. In 2018, 20% introductory discount is given on the tuition fee (cannot be used in conjunction with any other offer). This includes participation in the program, extensive courseware, two individual coaching sessions during the BPM case module as well as catering during the two Executive BPM Round Tables in the study program.
7. The fee can be paid by either (please tick)
 the full amount 2 weeks before the start of the course or
 in 2 installments.

NOTICE OF THE RIGHT TO CANCEL Right to Cancel

You have the right to withdraw from the contract within 14 days without giving a reason. The cancellation period is 14 days from the date the contract is formed. To exercise this right, you must notify WWU Weiterbildung in writing of your intention to withdraw (cancellation notice). The cancellation notice (e.g. a letter sent by post, telefax or email) should be sent to WWU Weiterbildung gemeinnützige GmbH, Dr. Kristin Große-Bölting (Managing Director), Königsstraße 47, 48143 Münster, Tel. 0251/83-21707, info@wwu-weiterbildung.de, Fax: 0251/83-21709. You may (but do not have to) use the enclosed form. This form can be found, completed and submitted to WWU Weiterbildung on our website www.wwu-weiterbildung.de/widerruf.

If you exercise the right to cancel, we will acknowledge receipt of your cancellation notice without delay (e.g. by email). The cancellation notice must be sent within the cancellation period for the cancellation to take effect.

I HEREBY SUBMIT A BINDING APPLICATION AND CONFIRM THAT THE INFORMATION PROVIDED IS TRUE, COMPLETE AND ACCURATE.

The installments are due as follows:

1. €5,000.00 - 2 weeks before the start of the course.
2. €5,000.00 - 6 months after the start of the course.

WWU Weiterbildung invoices the fee pursuant to clause 7 of its **General Terms and Conditions**. The fee is to be paid by bank transfer to the following account:

WWU Weiterbildung, IBAN DE 37 4005 0150 0000 4435 56,
BIC : WELADED1MST, Sparkasse Münsterland Ost.

If an Applicant is not admitted to the course (clause 4.2 of the **General Terms and Conditions**) the contractual obligation to pay is cancelled with the contract.

8. WWU Weiterbildung reserves the right to make changes to services. These can only take place under the conditions and circumstances set out in clause 6 of the **General Terms and Conditions**.

DECLARATION

I hereby submit a binding application to be admitted to the **Certificate Course “Executive Certificate in Business Process Management”** at Westfälischen Wilhelms-Universität Münster. I agree to submit the supporting documents by 31 December 2018 to WWU Weiterbildung. I have been notified of and understand my **right to cancel**.

I accept the **Conditions of Participation and Information** and the **General Terms and Conditions** which I have read and understand.

I consent to WWU Weiterbildung holding and using my **Data** for the purposes of processing the application. I consent, upon being admitted to the course, to the lecturers/tutors being provided with the details contained on page 1 (except the invoice address) and further that my contact details (address, E-Mail, Telephone number) can be provided to the other participants.

Effect of Cancellation

If you withdraw from the contract, we will refund any payments received from you within 14 days of our receipt of the cancellation notice. We will refund the payment by the same means in which the payment was made to us unless another method of payment is expressly agreed. There is no fee for refunding a payment in these circumstances.

If you have requested that services should begin during the cancellation period, you will be charged a reasonable sum which covers a proportion of the cost of the services provided until the time you notify us that you wish to cancel the contract in comparison to the cost of the total services to be provided under the contract.

I HAVE BEEN NOTIFIED OF AND UNDERSTAND MY RIGHT TO CANCEL THE CONTRACT. I HAVE READ AND UNDERSTAND THAT THE 14 DAY CANCELLATION PERIOD BEGINS WITH THE ACKNOWLEDGEMENT OF RECEIPT OF THE APPLICATION.

Place, Date

Applicant’s signature

Place, date

Applicant’s signature

WWU Weiterbildung gemeinnützige GmbH

GENERAL TERMS AND CONDITIONS

For Certificate Courses at Westfälischen Wilhelms-Universität Münster

(GCP WWU Weiterbildung Certificate Courses)

1 Scope and subject of the contract

These general terms and conditions together with the application form and Conditions of Participation and Information define the rules of participation in the certificate courses offered by Westfälische Wilhelms-Universität Münster in cooperation with WWU Weiterbildung gemeinnützige GmbH, HRB 10595 (hereinafter known as WWU Weiterbildung).

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 Westfälische Wilhelms-Universität Münster, WWU Weiterbildung gemeinnützige GmbH, Königsstraße 47, 48143 Münster within the time limit set out in the application. The date of the postmark determines whether a time limit has been complied with. WWU Weiterbildung acknowledges receipt of the application in writing (Acknowledgement of Receipt).

3 Admission

The admission requirements for participation in a certificate course are set out in the admissions/examination regulations. The admissions/examinations committee for a particular course decides whether an applicant is admitted to that course and the number of available places for that course.

4 Formation of the contract

4.1 The contract is formed when WWU Weiterbildung acknowledges receipt of the application in writing (Acknowledgement of Receipt). Upon receipt of this Acknowledgement, the contract is formed.

4.2 If an Applicant is not admitted to a course, the contract is revoked and ineffective (resolutive condition).

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

5 Scope of services

The scope of contractual services in relation to the Certificate courses arises from the course documents and information, the respective examination regulations (course plan) and clause 6 of the Conditions of Participation and Information.

6 Changes to Services

WWU Weiterbildung reserves the right to cancel or change a course under the following conditions and circumstances:

6.1 The cancellation can only take place if it is in the reasonable interests of WWU Weiterbildung 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 WWU Weiterbildung cannot provide services due to force majeure or impossibility. WWU Weiterbildung is able to cancel a course up to 20 days before the start. The participant will be informed of any cancellation without delay and will receive a refund of any course fee already paid.

6.2 WWU Weiterbildung 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 course remain unchanged and the change is reasonable to the participant.

6.3 In the event that a complete module cannot take place, as the lecturer/tutor is unavailable, WWU Weiterbildung will attempt to offer a replacement date, which if necessary can take place in the following academic year.

6.4 If course units cannot take place (i.e. individual lessons/seminars), the participant has no right to a replacement date nor to a refund of the course fee.

6.5 WWU Weiterbildung reserves the right, after the contract has been formed, to make changes or variations to the format of the course or to the organisation of one or more of the courses/events and, if relevant, provide additional services if such changes and variations are necessary provided that the objective of the course is unaffected.

6.6 The said changes to services do not entitle the participant to a reduction of the agreed course fee.

7 Terms of Payment/Conditions of Payment

7.1 WWU Weiterbildung receives the stated course fee pursuant to Clause 6 of the Conditions of Participation and Information. Payment is to be made by bank transfer to WWU Weiterbildung, IBAN DE 37 4005 0150 0000 4435 56, BIC : WELADED1MST, Sparkasse Münsterland Ost. The obligation to pay is fulfilled when funds are credited to the account.

7.2 The course fee is not subject to Mehrwertsteuer (German VAT/sales tax). WWU Weiterbildung 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 Westfälischen Wilhelms-Universität Münster. However, WWU Weiterbildung reserves the right to charge Mehrwertsteuer (VAT/sales tax) in the event of a change in the law.

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

8 Cancellation and Non Participation

8.1 If the participant cancels his/her application for the course, the full course fee remains payable.

8.2 The participant is obligated to pay the course fee in full even if he/she does not attend the course(s) – regardless of whether the non-attendance is his/her fault. The participant cannot transfer his/her right to participate in and attend courses to another person.

8.3 In the case of 8.1 and 8.2 WWU Weiterbildung 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 wilfully neglects to earn. This is 10% of the fee before the course begins and 5% of the fee once the course has started. The participant has the option to prove that the saving to WWU Weiterbildung is higher in the individual case.

8.4 An alternative participant can be appointed up to 4 weeks before the start of the course provided that this person satisfies the admission requirements. The charge for this amendment is €100.

9 Repeating Course(s)/Events and Leave of absence

If the participant misses individual units/events, he/she can catch up in the following academic year without any additional cost. A leave of absence is possible for an ongoing course. The participant can continue the course at the same place he/she left it in the following academic year. Both options represent a pure gesture of goodwill by WWU Weiterbildung and assume that there is a following academic year for that course or in general. The participant bears the risk of possible changes and also the risk that there may not be a following academic year for that course or in general.

10 Examinations

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

11 Implementation of the electronic components of the course

11.1 The participant provides a PC with internet access.

He/she shall ensure that this PC is in good working order during the course and shall repair any glitches/faults.

11.2 WWU Weiterbildung 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. WWU Weiterbildung gives no guarantee, that the Learning Management System is suitable or permanently available for a specific service or a specific software.

11.3 It is well known to the participant that, due to the structure of the internet, the possibility exists for transmitted data to be intercepted. WWU Weiterbildung is not liable for breach of confidentiality of email messages or other information transmitted over the internet.

11.4 If a third party brings a claim against WWU Weiterbildung for breach of intellectual property rights, WWU Weiterbildung is entitled to take the necessary measures to remedy the breach at the participant's expense.

11.5 WWU Weiterbildung is not responsible for backup of files saved on the server.

12 Liability

12.1 Claims over and above clause 6.1 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 WWU Weiterbildung. In particular, WWU Weiterbildung does not accept any liability for injury/damage to person or property which occurs during the journey to and from the course venue(s).

12.2 The participant agrees to notify WWU Weiterbildung 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 WWU Weiterbildung against any and all third party actions, claims and demands relating to the data.

13 Confidentiality

13.1 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.

13.2 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."

14 Change of personal details

The participant agrees to notify WWU Weiterbildung in writing without delay of any change of address, telephone number or email.

15 Data protection

15.1 The WWU Weiterbildung shall process the Applicant's personal data for a specific purpose and pursuant to statutory regulations.

15.2 The WWU Weiterbildung requires the personal data 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).

15.3 The Applicant has the right, upon request and free of charge, to access the personal data concerning him/her which has been stored by the WWU Weiterbildung. 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.

15.4 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.

16 Final Provisions

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

16.2 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.

16.3 The claims of the contracting party become statute/time-barred one year from the date of issue of the certificate.

16.4 In the event that any clause, condition, term or provision contained in these general terms and conditions 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 effected. 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.

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

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

Münster, December 2018

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 certificate course at the WWU Weiterbildung:

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

The Controller:

WWU Weiterbildung gemeinnützige GmbH (WWU WB), represented through its Managing Director, Dr. Kristin Große-Börling, Königsstraße 47, 48143 Münster
Tel.: + 49 251 83-21707
E-Mail: [info\(at\)wwu-weiterbildung.de](mailto:info(at)wwu-weiterbildung.de)

We will collect the following information:

- Titel, first name(s), surname
- Organisation/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) (organisation/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
- 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.

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 WWU Weiterbildung gemeinnützige GmbH 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:

- **Westfälische Wilhelms-Universität Münster**
- **Newsletter2go**

We will not transfer your personal data to so called third countries (countries outside of the European Economic Area).

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 defence 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](mailto:info(at)wwu-weiterbildung.de).

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