

## APPLICATION FORM

For the master's program "Data Science" - Please read carefully!

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

Postcode, City/town

### Supporting Documents

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

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

Street, House number

Telephone / Mobile Number

E-Mail (must be provided)

Important information relating to program administration will be sent to you by email. Please ensure that your email account is protected from unauthorized 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 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.

Please return the completed application form by post to:

**Westfälische Wilhelms-Universität Münster**  
**WWU Weiterbildung gemeinnützige GmbH**

Königsstraße 47

48143 Münster, Germany

Fax: 0251/83-21709 or

via Scan und e-mail to [jannis.wegmann@uni-muenster.de](mailto:jannis.wegmann@uni-muenster.de).

## 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, D-48143 Münster – through its sole representative Dr. Kristin Große-Bölting), (hereinafter known as WWU Weiterbildung).
2. The application to be admitted to the master's degree program "Data Science" is binding upon the Applicant once it is submitted to WWU Weiterbildung. The closing date for applications is 20 September 2021. Master's degree program duration is 4 semesters. The contract term is from 01 November 2021 and ends on 31 October 2023 without requiring a notice of termination.
3. The subject of the contract is preparation for the final exam in the master's degree program "Data Science" at Westfälische Wilhelms- Universität Münster. WWU Weiterbildung carries out the course of study on behalf of Westfälische Wilhelms-Universität 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 "Master of Science".
4. The minimum number of participants is 25.
5. The contract is formed at the point when WWU Weiterbildung acknowledges receipt of the application. The contract will be revoked if the Admissions/Examination Board does not admit the Applicant to the program.
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 (digital) and the examinations.  
The fee can be paid by either in full amount before the start of the degree program or in 3 installments.

### The installments are due as follows:

1. € 6,150.00 – 6 weeks before the program starts
2. € 5,400.00 – 6 months after the first installment
3. € 5,400.00 – 6 months after the second installment

## 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](http://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.**

Place, Date

Applicant's signature

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

WWU Weiterbildung, IBAN DE96 4007 0080 0047 8503 00,  
BIC : DEUTDE33B400, Deutsche Bank.

If an Applicant is not admitted to the degree program (clause 4.2 of the **General Conditions of participation**) the contractual obligation to pay is cancelled with the contract.

7. 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 Conditions of participation**.

## DECLARATION

I hereby submit a binding application to be admitted to the **Master's degree program "Data Science"** at Westfälische Wilhelms-Universität Münster. I agree to submit the supporting documents by **September, 20th 2021** 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 Conditions of participation** 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 degree program, 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. I can withdraw my agreement at all times.

## 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

## General conditions of participation of WWU Weiterbildung gemeinnützige GmbH for the Master's degree programs at the WWU Weiterbildung gGmbH Wilhelms-Universität Münster (GCP WWU Weiterbildung Master's degree program)

### 1 Scope and subject of the contract

These general conditions of participation together with the application form and Conditions of Participation and Information define the rules of participation in the master's programs 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, Germany or via e-mail to [jannis.wegmann@uni-muenster.de](mailto:jannis.wegmann@uni-muenster.de) within the time limit set out in the application.

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

### 3 Admission

The admission requirements for participation in master's programs are set out in the admissions/examination regulations. The Admissions/Examination Board for a particular course decides whether an applicant is admitted to that program and the number of available places for that program.

### 4 Formation of the contract

**4.1** WWU Weiterbildung acknowledges receipt of the application via e-mail (Acknowledgement of Receipt). Upon receipt of this Acknowledgement via e-mail, the contract is formed.

**4.2** If an Applicant is not admitted to the degree program, the contract is revoked and ineffective (resolutive condition).

**4.3** If the participant has not transferred payment for the first installment of the fee stated in clause 6 of the Conditions of Participation and Information until the payment deadline stated in the application form, the contract pursuant to clause 4.1 and the admission shall be void and his/her place on the course shall be given away. The participant has no claim and/or right to his/her place on the course.

### 5 Scope of services

The scope of contractual services in relation to the master's programs arises from the 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 the degree program 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 the program up to 20 days before the start. The participant will be informed of any cancellation without delay and will receive a refund of any 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 degree program 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/teaching units cannot take place (i.e. individual lessons//lecturers/seminars), WWU shall attempt to offer an alternative date. However, there is no right and/or claim to an alternative date nor to a pro rata refund of the participation fee.

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

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

### 7 Terms of Payment/Conditions of Payment

**7.1** WWU Weiterbildung 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 WWU Weiterbildung, IBAN DE96 4007 0080 0047 8503 00, BIC: DEUTDE33B400, Deutsche Bank The obligation to pay is fulfilled when funds are credited to the account.

**7.2** The 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 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, after transferring payment for the first installment pursuant to clause 4.3, cancels his/her application for the degree program, the full fee remains payable.

**8.2** The participant is obligated to pay the fee in full even if he/she does not attend the degree program – 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 willfully neglects to earn. This is 10 % of the fee before the program begins and 5 % of the fee once the program 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 12 weeks before the start of the program provided that this person satisfies the admission requirements. The charge for this amendment is €200.

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

**9.1** 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 degree program. The participant can continue the program 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 program 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 program or in general. In the latter case, a proportion of the fee may be refunded.

**9.2** For a length of study which exceeds the stated provisions of clause 2 of the Conditions of Participation and Information in conjunction with 9.1, a fee of € 500 per semester, or every 6 months, will be charged.

### 10 Examinations

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

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

## **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 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.

**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, September 2019

## 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 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-  
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
- 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
- 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 "Data Science" 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 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

### 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.

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