

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

FU-BEST Internship is an official academic offering of Freie Universität Berlin.

These terms and conditions apply to all services and provisions associated with FU-BEST Internship. 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 Internship.

1. Application and Admission

Applications for admission can be made online via the FU-BEST Internship website at www.fubest.org.

Admission prerequisites are posted on said website. All participants have to be at least 18 years of age.

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

Deadlines for FU-BEST Internship:

	Internship for students admitted to the FU-BEST Spring semester	Internship as standalone option
General application deadline	February 21	December 1
Deadline for payment of Application Fees	February 28	December 11
Deadline for payment of Program and Tuition Fees	March 15	December 21
Housing application deadline	April 15	
Deadline for payment of Housing Fee	April 21	

When the application for participation has been received and accepted by the FU-BEST Internship 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, and the participant thereby accepts the payment deadlines given in the invoice as well as the payment conditions outlined below. The financial obligations as outlined in this document extend equally to students who pay FU-BEST Internship directly and those whose fees are paid for them to FU-BEST Internship by their home institution.

Each participant or institution is required to pay a non-refundable Application Fee, a Program Fee and a Tuition Fee. Program-arranged housing can be booked as a separate option until April 15, for which a separate invoice may be issued. All fees are subject to change but will be finalized by September 1 for the following year's Internship session.

Participation in general 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.

2. Method and conditions of payment

The payment is due in two installments. Each participant or institution is required to pay a **first installment** composed of a **non-refundable** Application and Technology Fee of 250 Euros and a 500 Euro down payment which counts towards the Program Fee portion of the invoice. The **second installment** consists of the remaining Program and Tuition Fees.

Invoices which are sent until February 14, or November 24 for the standalone option, require payment of the first installment within 2 weeks and of the second installment within 3 weeks. Invoices which are sent at a later point in time require payment of the first installment until February 28 and of the second installment until March 15, or December 11 and December 21, respectively, for the standalone option (date of receipt of payment, respectively). Payment of the Housing Fee (if applicable) is due within one week or, for housing applications received after April 14, by April 21 at the very latest (date of receipt of payment). Failure to abide by the payment deadlines will result in the cancellation of the registration, unless an exception to this has been explicitly granted by FU-BEST Internship.

Self-paying participants must provide credit card information for payment of the first installment. Payment of the first installment by bank transfer is only accepted from institutions paying for their students. Payment of the remaining Program, Tuition, and Housing Fees (if applicable) can **only** be made by means of bank transfer (this is applicable to self-paying participants and institutions). All payments must be made in Euros (€). FU-BEST Internship does **not** accept checks of any kind.

All participants are asked to check with their Study Abroad offices before initiating a transfer whether their college or university has developed a cooperative arrangement with FU-BEST Internship whereby it takes care of all transfers of funds to the program's account. Even in such a case, however, all participants remain fully subject to the conditions and obligations outlined in this document.

FU-BEST Internship will charge an **administrative fee of 15 Euros** for processing if:

- a **refund** should become necessary because of an overpayment
- an **outstanding payment or underpayment** necessitates a payment reminder for a bank transfer and/or an additional charge of a credit card
- a credit card charge **malfunctions** due to insufficient funds or in case of submission of incorrect or expired card data by the applicant.

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

The participant's name, the invoice number, and FU-BEST Internship must be noted in the transfer. The amount **remaining** as final sum **after the deduction of any fees** by the sending and the receiving banks needs to equal the **amount due!** **All fees associated with a transfer of funds need to be borne by the participant.** Any (small) fees (less than 50 Euros) remaining on a participant's account with FU-BEST Internship 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 Internship until the account is satisfactorily settled.

3. Cancellation/Withdrawal/Termination/Refunds

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

The Application and Technology Fee 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 March 15, the participant in question receives a refund of all fees paid to FU-BEST Internship so far except for the non-refundable Application and Technology Fee.

In case of cancellation between March 15 and April 15, the participant in question receives a refund of the Tuition Fee and of 50% of the Program Fee.

In case of cancellation after April 15, no refund of any kind of these fees is provided.

Optional housing booked through the FU-BEST Internship office may be cancelled and refunded until April 21, after which no refund of the Housing Fee is provided.

All deadlines refer to the time zone of FU-BEST Internship.

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

In the unlikely event that the FU-BEST Internship office determines that it is unable, through no fault on the participant's side, to secure an internship for a specific applicant, he or she may withdraw from participation in the Internship. In this event, the participant will receive a full refund of the Tuition, Program, and (optional) Housing Fees paid up to this point.

If, at this point, the participant wishes to remain an Internship participant, the participant must ask the FU-BEST Internship office in writing to continue searching until an internship is secured. The FU-BEST Internship office will then continue the internship search on behalf of the participant, for the next possible start date. In this case, however, the regular cancellation rules mentioned above apply to any ensuing decision by the participant to terminate the Internship.

The FU-BEST Internship office reserves the right to determine that a meaningful internship placement would not be possible based on the search results hitherto gathered for the participant, and to terminate the participant's Internship participation. The participant would in this case also receive a full refund of all fees paid up to this point, except for the non-refundable Application and Technology Fee.

Should the participant refuse to accept an internship offer more than once, or should he or she behave in a way during an internship interview which results directly in the interviewing company's refusal to extend an internship offer to the participant, FU-BEST Internship is in no way obliged to undertake further placement efforts and at liberty to terminate the participant's Internship participation (please also see the FU-BEST Internship's Conditions of Participation). In this case, the regular cancellation rules mentioned above apply.

All correspondence related to Internship withdrawal or termination from both parties must be in writing.

In case of dismissal from FU-BEST Internship, a participant will not receive any refund at any point in time.

4. Dismissal

FU-BEST Internship reserves the right to dismiss any participant whose attitude, health or mental condition negatively affects their performance in the Internship, or whose conduct is disrespectful or in any other way offensive to others and incompatible with the best interests of Freie Universität Berlin and FU-BEST Internship. This decision lies entirely at the discretion of the FU-BEST Internship office. Reasons for dismissal are cited in the program's Conditions of Participation.

Neither FU-BEST Internship nor any host company bears any liability for losses or claims incurred by the participant in connection with a dismissal, early withdrawal, or the host company's termination of the internship. Likewise, the participant is neither entitled to a replacement nor to any refund and is no longer covered by the health, accident and liability insurance provided through FU-BEST Internship after having been dismissed.

5. Contents and objectives of FU-BEST Internship

The FU-BEST Internship course contents and objectives are available on the official website (www.fubest.org). All participants are asked 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 said course. All participants are subject to the FU-BEST Internship Conditions of Participation, as posted on the Internship website.

Quality

FU-BEST Internship carefully selects its instructors, who must demonstrate adequate competence and experience in their particular discipline. Furthermore, FU-BEST Internship 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 Internship offerings. This Board consists of at least five tenured professors representing different academic disciplines. A formal Internship evaluation procedure is carried out each semester.

Transcript and Credit Transfer

When a participant fulfills all internship and course requirements, he/she receives an official transcript of Freie Universität Berlin at the end of the FU-BEST Internship program. The transcript lists the duration of FU-BEST Internship, the course title(s), the number of contact hours, and the number of ECTS credits earned. Credits can only be awarded if the participant is currently/has been enrolled at a university. 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 Internship in particular carry no responsibility for any failure to do so on the part of any participant.

Location

The academic course(s) of FU-BEST Internship are held in one of the campus facilities of Freie Universität Berlin. A transfer to a non-university site due to unexpected unavailability of space may occur under certain circumstances.

6. Visa

Each non-EU participant is responsible for securing a visa covering the entire Internship period him- or herself, if necessary. The FU-BEST Internship office will provide visa assistance, but it is the sole responsibility of the participant to provide any necessary documents or information required in the process. Any fees associated with this process have to be borne by the participant.

7. Insurance

Health, liability and accident insurance is provided by FU-BEST Internship via the German Insurance Package.

8. Housing

Participants are responsible for finding their own housing for the duration of FU-BEST Internship. Upon request, the Internship office offers accommodation in single-occupancy studio apartments as an optional service for an additional fee. Application deadline for this housing option is April 15; payment has to be made within one week or by April 21 at the very latest. Housing booked through the FU-BEST Internship office may be cancelled and refunded until April 21, after which no refund of the Housing Fee is provided (see also "Cancellation/Termination/Refunds" above). If the applicant has decided not to apply for such accommodation provided by FU-BEST Internship, he or she has then firmly committed him- or herself to setting up his/her own housing in Berlin, with FU-BEST Internship exempt from any responsibility in this regard.

All participants opting for an apartment made available through FU-BEST Internship are required to have current and valid credit card information on file with the Internship office as security deposit. Bills associated with any

damage and/or missing items with regard to the apartments must be settled by the student before a transcript can be issued.

9. Copyright

FU-BEST Internship 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 Internship. Each participant receives all documentation and materials only for personal use.

10. Force majeure and acts of God

Cancellation of a course or other aspects of FU-BEST Internship as a result of illness, natural disasters, civil unrest, acts of terrorism or otherwise unforeseeable events or developments beyond the control of FU-BEST Internship may occur. In such a case, participants are not entitled to having such courses or other aspects take place or carried out.

11. 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.

12. 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 Federal German Data Protection Act. Participants' personal data is only made available to third parties as far as required for the internship placement with potential host companies and in connection with insurance requirements related to the internship.

13. 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: May 2018