



Noroff
University
College

STUDY CONTRACT



Study Contract - Noroff University College AS

1 Binding contract

- 1.1 The contract is binding from when the student accepts the study offer given through Noroff University College's website. In addition to this contract, the programme description governs the course model included in the agreement. Otherwise, reference is made to Noroff University College's current regulation and guidelines.

In cases where the admission decision includes conditions, all terms of the contract continue to apply until the conditions are met.

- 1.2 **Right of withdrawal:** The student may, within 14 days from the contract being accepted, withdraw from the contract in accordance with the Cancellation Act). However, the student will not receive a new right of withdrawal if the student is offered and signs a new study contract during the same academic year, should the opportunity arise to change the study programme, study location, or study method.
- 1.3 When using the right of withdrawal, the attached "Withdrawal form for the purchase of goods and services that are not financial services" is used.

2 The responsibility of the Noroff University College

- 2.1 The University College shall deliver the education in accordance with the current programme and course descriptions for each study programme.
- 2.2 The University College may make changes to the study offer where special circumstances indicate that changes are necessary in accordance with the 'Regulations on Admission, Studies, Awards and Exams at Noroff University College AS'. The applicable changes may be modifications to programme descriptions, course descriptions, and teaching, learning and assessment methods. The University College will notify and justify any major changes in the study programme to the student.
- 2.3 The University College reserves the right to cancel a study programme if the first semester has not been initiated due to low participation or other reasons beyond the University College's control. In such cases, the student will be refunded any fees paid.
- 2.4 If the University College cancels the study offer due to low participation, a notice of cancellation must be sent to the student as soon as possible and no later than 2 weeks before the start of the study.
- 2.5 The University College's rights and obligations beyond what is stated here, are outlined in the current regulation and guidelines.

3 The responsibility of the student

- 3.1 The student is obliged to familiarize themselves with, keep up to date and adhere to the information provided by Noroff University College, including the current regulations and guidelines.
- 3.2 The student is aware that the University College's formal communication channel is via the student e-mail. The student is therefore obliged to check their student e-mail regularly.
- 3.3 It is the student's responsibility to inform and keep the study administration at the University College updated to ensure important information is received. This includes changes to personal information, particularly in the case of a change of name, social security, or D-number, and other relevant contact details.

- 3.4 The student is aware that learning activities may occur in the afternoon and evening, and in some cases also on weekends.
- 3.5 If the student is expelled because of breach of contract, regulations or other guidelines, the student will be refunded the paid tuition fee for the period without rights of study.
- 3.6 If the student believes that a non-compliance by the University College has occurred, a notification must be given within a reasonable time and no later than 4 weeks from when the student discovered or should have discovered the non-compliance.
- 3.7 Publication, distribution, and/or copying of study materials, software, sensitive information, or any other information belonging to the University College or parties that the University College has an agreement with, is strictly prohibited unless written consent is obtained from the rights holder. This also applies to illegal downloading or sharing of data files using Noroff's equipment and network.

4 Payment Obligations

- 4.1 The student is obliged to pay the registration fee and tuition fee for the normal period for the relevant study. The normal period for each study is stated in their programme description. The student must pay the tuition fee for the normal period even if the study is completed faster. Approved credit transfer and/or exemption of individual courses does not give the right to a reduction in the tuition fee.
- 4.2 The registration fee covers the administrative costs associated with applying for and reserving a right of study. The registration fee is invoiced 14 days after acceptance of the offer (after the right of withdrawal has expired). If the registration fee is not paid by the due date, this may result in the student losing their right of study. The registration fee is not refunded after the withdrawal period has expired, with the exception being if Noroff University College cancels a study offering.
- 4.3 The tuition fee is stated on the University College's website and is adjusted in accordance with the wage and price growth in Norway. The student's tuition fee is normally adjusted annually after acceptance of the study offer and until the end of the period for the relevant study offering. In case of a change of study programme or extended study progression, the fees can be adjusted according to the current price list.
- 4.4 The tuition fee gives the student the right to instruction and participation in the study programme where the student is admitted. The study is offered in accordance with the current programme and course descriptions, and the completion of regular and deferred examinations.
- 4.5 The tuition fee is invoiced at the beginning of each semester with a 14-day payment notice.

If the tuition fee or other fees/charges are paid more than 14 days late, the student must pay interest in accordance with the 'Act on interest in case of late payment'. A reminder fee will be added in accordance with the rates specified in the 'Regulations for the Collection of Debt Act'. If the claim is not paid within 14 days after the late payment notice has been sent, the claim will be collected through legal debt collection services.
- 4.6 Campus students are obliged to pay the semester fee to the Students' Association they are affiliated with. This fee is included in the tuition fee.
- 4.7 An additional charge will be incurred for resitting a course, taking a new exam or a continuation exam in accordance with current fees.
- 4.8 The University College can, upon written application from the student, grant a payment deferment for a limited period if the student can document exceptional reasons that affect their ability to pay.

5 Termination and Study Interruption

- 5.1 Termination of the study contract must be reported to the study administration at Noroff University College. The student is responsible for documenting that the termination has been given. The student is therefore advised to report the termination in writing. The study administration will provide a written confirmation upon receiving the termination.
- 5.2 The termination notice period is August 31st for the autumn semester and December 31st for the spring semester for new students. Termination after these dates will result in students having to pay the full tuition fee and registration fee for the current semester.
- 5.3 The termination notice period is July 31st for the autumn semester and December 31st for the spring semester for active students. Termination after these dates will result in students having to pay the full tuition fee for the current semester.
- 5.4 If the student terminates the study contract before the start of the semester, the student will lose the right of reimbursement of the registration fee.
- 5.5 In the event of a study interruption due to unforeseen summons for military service, the student has the right to temporarily postpone their studies. Temporary interruptions in the study progression must be mutually agreed and accommodated in accordance with the study programme's current course model.
- 5.6 In the event of a study interruption due to an unforeseen and serious condition that makes further studies unreasonably burdensome, or impossible, the student is only charged for received education. When applying this clause, the burden of proof is on the student.

6 University College's Non-Compliance

- 6.1 The student can terminate their contract if there is evidence of a substantial breach of contract by Noroff University College. In case of termination, the University College will refund the paid fees.
- 6.2 Any compensation claims will be regulated by the general principles of tort law.
- 6.3 The University College disclaims any price reduction or liability for damages in the event of breach of contract that is decided to be force majeure. Force majeure refers to external, extraordinary and, for the college, unforeseeable events that interfere with, and prevent fulfilment of the contract and the study offer.
- 6.4 If the University College is in non-compliance in terms of delivery or learning material that the student is entitled to under the education plan, the University College has the right to rectify it with sufficient supplementary content and/or offering a covering alternative delivery. If the non-compliance is not rectified, the student can claim a refund or terminate the contract.

7 Student's Non-Compliance

- 7.1 The University College can terminate the contract if there is a substantial non-compliance by the student in accordance with the study contract, the 'Regulations on Admission, Studies, Awards and Exams at Noroff University College AS' or the current guidelines.
- 7.2 If the contract is terminated due to breach of payment obligations, the student may also be denied future study rights at Noroff University College.
- 7.3 Prior notice will be sent in writing to the student in case of termination of contract by Noroff University College.

8 The University College's Use of Student Work

The rights associated with intellectual property will always follow the 'IPR - guidelines for students at Noroff University College'. The guidelines are available on the University College's website.

9 Complaints

Conflicts and disputes related to financial conditions and contractual issues shall be sought to be resolved through negotiations.

10 Reservations and Jurisdiction

- 10.1 The University College reserves the right to any typographical errors in the study information, programme descriptions, course descriptions, or other information regarding the individual study programme.
- 10.2 In case of doubt in the understanding of the content of the study contract, the Norwegian version takes precedence.
- 10.3 Kristiansand District Court has jurisdiction.

Version	Author	Approved by	Informed	Date
1.0	Ernst Sundt	Board	-	June 2012
1.1	Ernst Sundt	Board		2013
2.0	Ernst Sundt	Board	-	2015
3.0	Beathe Due	Board	-	October 2021
3.1	Ina Andrea Tholin / Anita Karlsen	Rector/ Board	Organization	January 2023
3.1 - English	Ina Andrea Tholin / Anita Karlsen	Rector/ Board	Organization	February 2023
3.2	Ina Andrea Tholin /Anita Karlsen	Rector	Organization (New termination dates)	May 2023
3.2 - English	Ina Andrea Tholin /Anita Karlsen	Rector	Organization (New termination dates)	May 2023
3.3	Ina Andrea Tholin /Anita Karlsen	Rector	Organization (New termination dates)	May 2023
3.3 - English	Ina Andrea Tholin /Anita Karlsen	Rector	Organization (New termination dates)	May 2023
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