

general terms and conditions of business for the executive phd program.

All legal transactions concluded between MCI MANAGEMENT CENTER INNSBRUCK – Internationale Bildung & Wissenschaft GmbH (hereinafter called MCI for short) and its contractual partners are based on MCI's "General Terms and Conditions of Business" in their respective applicable version. With regard to individual study programs and events, the rights and duties of the contracting parties are further defined in additional information on the programs and events and other communications issued by MCI.

I GENERAL INFORMATION

The Executive PhD Program is a joint program of MCI, Antwerp Management School (hereinafter called AMS for short) and Universiteit Antwerpen (hereinafter called UAntwerpen for short). The research program is equivalent to the doctoral program of the UAntwerpen Faculty of Applied Economics (leading to the title of Doctor in Management and the awarded PhD degree) and compatible with the doctoral program of UAntwerpen Faculty of Social Sciences (leading to the title of Doctor of Social Sciences and the awarded PhD degree). The doctoral degree is conferred by the UAntwerpen, based on the academic standards of UAntwerpen.

The Executive PhD Program is divided into two general stages. The first stage leads to the preparation of a PhD research proposal. The second stage focuses on supervised research, advanced teaching competencies and lecturing skills, and culminates in the defense of a doctoral dissertation.

II APPLICATION, REGISTRATION

The number of places available for the Executive PhD Program is normally limited. Applications must be made in writing and will be processed in the order in which they are received, although MCI reserves the right to rank applications regardless of the order in which they are received in order to achieve a didactically meaningful balance of students for the program involved.

In making an application, the applicant gives explicit consent for his/her data to be subjected to computerized processing and exchange with AMS and UAntwerpen, for his/her name and address to be communicated in the interest of effective internal communications to fellow students, instructors and other persons involved in the organization of the study program, and also for his/her name to be divulged and photographs published in the framework of marketing and similar activities undertaken by MCI.

III ENROLLMENT

Acceptance to the first stage will be granted by MCI and AMS acting jointly, and acceptance to the second stage will be granted by the UAntwerpen. After the first stage of the program, and based on a positive evaluation of the student's progression and ability to continue the Executive PhD Program, every student will be formally evaluated by the respective faculty of the UAntwerpen.

Students enroll in the Executive PhD Program through MCI. In order to enable students to obtain a doctoral degree from the UAntwerpen, students will also need to enroll with the UAntwerpen after stage one. Each academic year, the students will be required to (re-)enroll in the Executive PhD Program with MCI and to (re-)enroll at UAntwerpen.

IV ACADEMIC DEGREE

The Executive PhD program was submitted to the Agency for Quality Assurance and Accreditation Austria (AQ) in accordance with § 27 para. 1 and registered by the AQ in accordance with § 27 para. 6 HS-QSG. The registration of the program in accordance with § 27 para. 6 HS-QSG does not ascertain equivalence with Austrian study programs and similar Austrian academic degrees. Graduates awarded with an academic degree from Belgium are entitled to use it in accordance with § 88 para. 1 of the 2002 law governing universities. The academic degrees awarded by the UAntwerpen are therefore recognized foreign degrees in Austria and may be used in official documents in accordance with § 88 para. 1a of the 2002 law governing universities.

V STUDENT FEES AND SCOPE OF SERVICES

Payment of student fees must be made within 14 days of the billing date. The participation fee can be defined as the gross tuition fee. It includes the VAT, if applicable. The balance is payable by installments: 30 percent at commencement of the first year, 30 percent at commencement of the second year, 20 percent at commencement of the third year and 20 percent at commencement of the fourth year. All percentages given refer to the total program fee. For the payment of each of these installments, a separate account or invoice will be sent out by MCI on each occasion.

Student fees cover a normal quantity of course materials. For certain programs and courses, they may also cover drinks in the breaks at the discretion of MCI. The fees do not include travel to and from the place of study, board and lodging, nor any other expenditures incurred by students. Except where stipulated otherwise in the relevant program or event information documents, MCI study programs and courses comprise eight units of 45 minutes each held between 9 a.m. and 5 p.m. The times of lunch and coffee breaks are announced to the classes by the teacher or program director. Except where other provision is made in the information documents, Innsbruck is the place of fulfillment.

VI CANCELLATIONS

On receipt of confirmation of acceptance of the application, a handling fee must be paid equal to five percent of the total program fee. The handling fee will subsequently be deducted from the program fee. Applications may be cancelled up to four weeks prior to the start of the program without payment of any fees or any other costs apart from the handling fee. In the case of cancellations made after that date, a charge must be paid equal to 50 percent of the program fee, which charge is not subject to the courts' right to abate damages payable. In the case of cancellations made within the last week prior to the start of the program, this charge increases to 100 percent of total fees, but in that case the applicant is entitled to nominate a replacement student at the time of cancellation, subject to MCI's right to rank applications pursuant to section I above. Should the proposed student meet the applicable program requirements, and is accepted by the program director, the change in registration shall be implemented.

Cancellations are only effective if made in writing and sent by registered letter. For the deadlines, the date of receipt by MCI is decisive. MCI reserves the right to cancel the program at any time. In the case of cancellation up to three days prior to the start of the program, students have no claim to damages or any other claims against MCI. If cancellation is made within three days prior to the start of the program, MCI will be liable – to the exclusion of all other claims – to make a refund to students for travel and accommodation expenditures supported by receipts except where the cancellation is caused by ordinary negligence, in which case no claims for damages can be entertained. In the case of a cancellation, all fees paid will be refunded by MCI without deductions.

VII CHANGES TO THE PROGRAM

MCI's range of courses and study programs is the subject of long-term planning and ongoing quality controls. Maintaining a high standard of quality presupposes a continuous process of adaptation. For this reason, MCI reserves the right to make changes to the contents, dates, times and venues of individual events and classes and also to faculty. No claims for damages can be entertained deriving from such modifications or any changes made at short notice.

For the duration of their courses and study programs, students undertake to maintain an e-mail account for the receipt of information, documents, etc. and to call up information from an Internet address supplied by MCI.

VIII LIABILITY

Students have no legal claim for a class to be held in the case of cancellation due to illness, force majeure or any other unforeseeable event. In such cases MCI cannot be held liable to make a refund for travel and/or accommodation expenses or loss of earnings. MCI can only be held liable for cancellation of a class in cases of intent or gross negligence. Nor can MCI be held responsible for (additional) costs incurred by students as the result of the rescheduling of canceled classes except in cases of intent or gross negligence.

MCI can accept no responsibility for theft or loss of or damage to students' personal belongings including valuables that students bring to courses and study programs. The provisions of MCI's current House Rules apply.

IX LEGAL DOMICILE AND COMING INTO EFFECT

These General Terms and Conditions are effective as of October 3, 2017 and supersede all earlier versions. The competent court in Innsbruck has sole jurisdiction in the case of any dispute arising out of all agreements made between MCI and its contractual partners. Austrian law applies excluding any and all principles on conflicts of law pursuant to Austrian private international law.