

Terms and Conditions

§ 1 General Terms, Drawing Up of Contract

1. The contractual agreement between the Arbeits- und Servicestelle für Internationale Studienbewerbungen (uni-assist) e.V. (hereafter referred to as "uni-assist") and the Study Applicant (hereafter referred to simply as the "Applicant" or in plural "Applicants") is subject to the following Terms and Conditions exclusively.
2. uni-assist is an initiative of several German universities, the German Rectors' Conference (HRK) and the German Academic Exchange Service (DAAD), hereafter also referred to as "Members". The main role of uni-assist is the administrative preparation and preliminary evaluation of study applications for its Members. This can include German applications for Master's degree courses as well as international applications.
3. The preliminary evaluation carried out by uni-assist does not form part of the admission procedures of the individual member universities, but is an independent evaluation preliminary to those procedures. For study applications processed by uni-assist, the admission procedure at the member universities will not begin until this preliminary evaluation has been completed. In each case, it is the university in question that makes a decision regarding admission. It is not part of uni-assist's service to grant Applicants a place of study.
4. The responsibility for preliminary evaluation study applications and carrying out all other related services is entrusted to uni-assist by the universities or the Applicants. Applicants may have themselves represented by an authorized third party. In such a case, the authorized party must provide uni-assist with a power of attorney from the Applicant bearing the Applicant's original signature.
5. A contract between the Applicant and uni-assist shall only have effect once uni-assist has received the application and the handling fees have been received in full and credited to the Applicant's account. An application can be made both electronically (hereafter referred to as "online application") and by post (hereafter referred to as "paper application"). Further details are defined by the Members.

§ 2 Right of Revocation

1. Right of Withdrawal:
Insofar as the Applicant acts as a consumer within the scope of legal stipulations, they may withdraw their contract within 14 days of receiving this Right of Revocation without stating their reasons for so doing. If the Applicant does not receive the Right of Revocation until after the contract has been signed, the withdrawal period shall be one month.
2. The withdrawal is to be sent in writing or in text form (e.g. by contact form) to:
uni-assist e.V.
Geneststraße 5
10829 Berlin
GERMANY
via contact form at www.uni-assist.de
Observance of these deadlines merely requires the Applicant to have sent their withdrawal on time. The right of withdrawal lapses early if the contract has been completely fulfilled on both sides at the express request of the Applicant before he has made use of his Right of Withdrawal.
3. Consequences of Withdrawal:
In the case of a withdrawal (revocation of an application or application form), any performance received and emoluments taken are to be returned. Especially if restitution or return is

excluded by the nature of what has been obtained, then in lieu of restitution or return the obligor must provide compensation for value. If uni-assist has already processed an application or application form, then in the case of a withdrawal (revocation of an application or application form) an administration fee to the amount of 10,00 EUR will be charged. If the application or application form has already been processed in full by uni-assist, then the full fee according to § 13 will apply. uni-assist's processing with respect to the aforementioned ruling begins once the application or application form has been registered in our system.

§ 3 Scope of Service

1. uni-assist's services essentially comprise the following:
 - The preliminary evaluation and definition of permissible university entrance qualifications (Ger. "Hochschulzugangsberechtigung", HZB) according to the grading recommendations of the Central Office for Foreign Education (ZaB)
 - Technical preparation and scanning of the Applicant's documents
 - Evaluation of language requirements according to the respective university criteria
 - Evaluation of admission requirements according to the respective university criteria
 - Calculation of provisional grades and overall grades as relevant and required by the universities, plus conversion of foreign grades into the German system
 - Evaluation of integrity of documents required for submission according to the respective university criteria
 - Recording of personal data and comparison with data submitted online
 - Documentation of registered data in uni-assist's system
 - Provision of Applicant data to the relevant universities
2. uni-assist's scope of service also includes the scanning of submitted documents. Notice is hereby explicitly given that binding must be removed from documents in order for scans to be created.
3. The Applicant will receive a summary from uni-assist with the evaluation result of their submitted documents. The Applicant is required to check the result immediately and report any errors to uni-assist by post or via contact form at www.uni-assist.de within 14 days of receipt.

§ 4 Conditions and Duration of Preliminary Evaluation carried out by uni-assist

1. uni-assist will only begin performing the services described under § 3 once the application (either in online application or paper application form) has been received and registered and the corresponding handling fees according to § 13 have been received and allocated. Moreover, before uni-assist can begin carrying out the aforementioned services, the university in question is required to have activated both the processing semester and the study course that the application in question applies to.
2. The waiting period before uni-assist's first processing of an application is generally 28 to 42, or in exceptional cases up to 56 calendar days. A premise for processing within this time period is that the university/ies have activated the study course(s) for processing (1). Delays are also possible if an expert's opinion from the Central Office for Foreign Education (ZaB) has to be requested via the KMK (Ger. "Kultusministerkonferenz", abbr. Standing Conference) or a consultation with a university or other body is necessary. Applications for any expert opinions will be carried out by uni-assist at their equitable discretion. The Applicant will be informed of the request and the delay.
3. If any documents are submitted late by the Applicant, the processing and waiting time will restart.

§ 5 Criteria of uni-assist's Preliminary Evaluation

1. uni-assist processes and evaluates study applications in line with the respective universities' specifications on admission requirements and criteria for evaluation. All admission criteria, such as proof of language skills, documents to be submitted and proof

of subject study, are defined by the respective universities or their subject departments. The universities are responsible for defining admission criteria, informing uni-assist of these in due time and informing Applicants about study courses offered and the admission requirements for these.

2. The basis for uni-assist's evaluation of any certificates of education acquired abroad is the evaluation as suggested by the Central Office for Foreign Education (ZaB) at the Standing Conference of the German Ministers of Education and Cultural Affairs (KMK). The suggestions for evaluation, as well as general stipulations regarding calculation of grades, are deposited in the online 'anabin' database under www.anabin.kmk.org. uni-assist works with a continually updated authority version of this database that is not publicly accessible and contains further information for universities and authorities.
3. uni-assist will also use other information systems if required to do so. In special cases, e.g. if the anabin database allows for it or does not hold detailed enough stipulations, uni-assist shall be required to request additional documents such as statements from the educational institution in question regarding the grading system they use or certificates regarding individual school years. The need for such additional requests can generally only be established once processing has begun and therefore cannot be announced in advance as part of the general information on basic documents required for submission.
4. uni-assist shall only be bound by evaluations made by any institutions that recognise certificates, or by the APS in Beijing, if the university/ies have explicitly asked uni-assist for these.

§ 6 Applicant's Obligation to Cooperate

The Applicant is obliged to cooperate within the scope of the preliminary evaluation procedure. This involves the following, among other things:

- Applicants must independently refer to the universities and their websites regarding study courses offered, the Applicant groups concerned and the admission requirements.
- It is the Applicant's own responsibility to gather information via the media of the universities so as to avoid entering for the wrong study course or submitting erroneous documents (e.g. without a signature). uni-assist is not obliged to inform Applicants of missing documentation before the end of the application period.
- The Applicant is responsible for ensuring that all application documents and the payment of fees according to § 13 arrive at uni-assist on time. The responsibility shall lie with the Applicant to prove the on-time arrival. The Applicant is obliged to inform uni-assist if he has not received a reply from uni-assist regarding receipt of post or handling fees within 14 calendar days of sending these documents or authorising the transfer of these fees.
- Handling fees must be transferred with the correct references. Money orders are to be filled in legibly and in full.
- All application documents must be filled in legibly and in full.
- The Applicant is to check all communication from uni-assist promptly upon receiving it. In particular, the Applicant is obliged to check through the evaluation result according to § 3 (3).
- Any complaints or errors, especially regarding the evaluation result according to § 3 (3), must be made or reported by the Applicant to uni-assist by post or contact form at www.uni-assist.de within a period of 14 calendar days. uni-assist is not obliged to acknowledge any error reports made late.

§ 7 Liability Exclusion

1. The preliminary evaluation of study Applicants' certificates is carried out with due diligence and to the best of our knowledge.
2. uni-assist shall only be held liable for damages or losses insofar as uni-assist or its legal representatives or assistants can be charged with wilful intent or gross negligence. In the case of a violation of essential contractual duties, debtor's delay or impossibility of service provision for which uni-assist is responsible, however, uni-assist shall be held liable for all negligent conduct of its legal representatives or assistants. The same applies to liability for damages stemming from life, bodily or health damages.

3. Excluding wilful intent or gross negligence on the part of uni-assist, its legal representatives or its assistants, all and any liability shall be restricted in terms of amount to damages typically foreseen upon signing of contract. This does not apply to liability for damages stemming from life, bodily or health damages.
4. Liability for the replacement of consequential damages, especially for any loss of profit, shall only exist insofar as uni-assist or its legal representatives or assistants can be charged with wilful intent or gross negligence.

§ 8 Complaint Procedure

1. In the case of a justified complaint due to mistakes in our grade calculation, the Applicant is entitled to re-calculations and new preliminary review documentation from uni-assist within a maximum of 14 calendar days after our receipt of their objection. The universities concerned will also be duly notified within this time period.
2. Error reports can be made by post or via the contact form in the Applicant's online account. uni-assist will evaluate the application again and clarify the cause for the faulty decision. If uni-assist is unable to remedy any erroneous issues, and if the Applicant makes another complaint, uni-assist will forward the application together with an explanation to the university for a final decision to be made.

§ 9 Changes to Chosen Study Courses

In general it is possible for Applicants to change their chosen study course(s) for a university before that university's application deadline is reached. Further, it is only possible to ask uni-assist to amend a chosen course before the application is sent to the university in question. If the application has already been sent to the university, any changes must be directed straight to the university before the application deadline is reached

§ 10 Processing after Forwarding to University

Once an application has successfully been forwarded to the university, uni-assist is not obliged to process the application any further if any new documents are submitted. The Applicant is obliged to send any subsequently acquired certificates directly to the university. uni-assist will only deal with subsequent processing at the explicit request of the university.

§ 11 Information Service via uni-assist

uni-assist's telephone, contact form and homepage information service for its Applicants is a voluntary provision of service and does not form an immediate part of the agreement between the Applicant and uni-assist. uni-assist's staff will provide information to the best of their knowledge and with due diligence. Information is obtained primarily from the universities themselves. uni-assist shall not be held liable for any incorrect information or mistakes in the information provided by its staff.

§ 12 Handover of Applications to the Universities

1. uni-assist generally saves all processed applications to its own servers and then makes them available to the universities for download via their software. The staff of the universities shall have constant access to the data, documents (in prepared digital form) and summary description of uni-assist's evaluation result of an application, even if the application is marked as incomplete.
2. Applications are deemed handed over once the data have been made available in the download area of the university's portal. Alternatively the universities can demand preliminary review documentation, which will be issued if the preliminary evaluation is affirmative. In this case the documents will not be forwarded to the universities and the Applicant has to apply directly at the university. The universities will inform about the special application procedure.
3. It is the university's responsibility to ensure that they gather the data and assume/use these appropriately for internal use.
4. Applications will only be handed over to the university if:

- they are formally complete
- they fulfil the admission requirements set out by the university
- the university asks for them
- they must be forwarded on for a final decision in unique cases at the express request of the Applicant following a second complaint, such that a final ruling may be reached.

The university shall, if they request it, receive the Applicant's paper application following their successful immatriculation.

§ 13 System of Handling Fees

1. The Members determine the amount of the handling fees for the individual Applicant groups at the yearly Members' convention.
2. For uni-assist's services, the currently valid handling fees apply pursuant to the information at the web page.
www.uni-assist.de
3. VAT is included in all aforementioned fees.

§ 14 Refund Policy

1. Credit is accrued for the Applicant if
 - a) the Applicant has paid an amount in excess of the fees required or
 - b) the Applicant has paid fees where the university carries the costs or
 - c) an application is withdrawn by the Applicant before the preliminary evaluation and determination of the evaluation result has been completed.
2. In the event of a situation as detailed under 1a or 1b, any credit will be refunded in full. If an application is withdrawn by the Applicant according to §14 1c after the revocation period as outlined in §2, uni-assist reserves the right to deduct an administrative fee of €10.00 from the amount to be refunded. If the Applicant's existing credit is to be charged against fees incurred for further applications, any existing credit is applied in full in all cases (1a-c).
3. If Applicants have a credit, they will be asked to name a bank account in an EU/EEA member state. The credit will then be transferred back into the account in that EU/EEA member state in line with customary EU/EEA bank cost rates. If the Applicant cannot provide a bank account in an EU/EEA member state, they must give their explicit consent that they shall bear the higher refunding costs to an account outside Europe.
4. The limitation period of any refund claims is governed by existing law.
5. The Right of Revocation according to § 2 is not affected by the aforementioned ruling.

§ 15 Conditions of Payment

The payment of fees by the Applicant shall be carried out in advance. uni-assist will only begin processing applications once the handling fees have reached us and been allocated.

§ 16 Honouring Deadlines

1. The application deadlines specified by the universities are identical to the deadlines that apply at uni-assist for the individual universities and their course offers. If an application or late document submission reaches uni-assist by a date specified by the university, it will be deemed to have arrived on time. To this end the late submission deadlines specified by the university (if any) will also apply. If universities do not grant a late submission deadline, then uni-assist cannot grant one either.
2. If the corresponding university requests that application documents be submitted in paper form within the application period or granted late submission deadline, then this shall also apply to the agreement between the Applicant and uni-assist. Documents sent in electronic form will not count as valid submissions if the university has asked for paper documents.

§ 17 Data Protection

1. uni-assist commits itself to comply with the applicable data protection regulations including the EU General Data Protection Regulation (GDPR) and the new German Federal Act on Data Protection (Bundesdatenschutzgesetz 2017, BDSG-2017).
2. Information on data processing according to Article 13 GDPR (last updated May 23, 2018) is provided at www.uni-assist.de/en/privacy-policy/.

§ 18 Suspicion of Falsification

uni-assist evaluates all submitted documents on behalf of the universities, in part for their authenticity. This includes a comparison with the "Central Falsification Index of Foreign Documents", which is maintained at uni-assist in cooperation with the Central Office for Foreign Education (ZaB) at the Conference of German Cultural Ministers. In cases of sufficient suspicion, further research may be carried out. The submitter of the documents and the member universities of uni-assist will be informed of the result of this evaluation insofar as they are affected.

In cases of attempted cheating or fraud, uni-assist reserves the right to press charges via the corresponding authorities

§ 19 Receipt and Return of Documents

1. uni-assist generally does not send any documents back to Applicants. Applicants must themselves ensure that no original documents are submitted, only authenticated copies of these!
2. In exceptional cases where uni-assist does send documents back to Applicants, a standard administration fee of 20,00 EUR will be charged to cover expenses.
3. This does not affect the Right of Revocation as per § 2.

§ 20 Choice of Law, Court of Jurisdiction

1. The contractual agreement between uni-assist and the Applicant shall be governed by the law of the Federal Republic of Germany. This legal stipulation excludes the mandatory consumer protection regulations of the country in which the Applicant is normally resident.
2. Insofar as the Applicant does not act as a consumer within the scope of legal stipulations, the exclusive Court of Jurisdiction in all contractual and criminal disputes arising from the contractual agreement between the Applicant and uni-assist shall be Berlin.

§ 21 Amendments to these Terms, Salvatory Clause

1. The stipulations of these Terms and Conditions can only be amended in written form. This also applies to the written form requirement pursuant to these terms.
2. Should any stipulation of these terms become ineffective or inexecutable, the effectiveness of the remaining stipulations shall remain unaffected. In place of the ineffective or inexecutable stipulation, an effective and executable ruling shall come into force whose effect shall match as closely as possible the economic objectives pursued by the contractual parties via the ineffective or inexecutable stipulation.