



# AAC

Accreditation Agency Curacao

Higher Education

## **TERMS AND CONDITIONS**

FOR THE ACCREDITATION PROCEDURES OF THE AAC

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## 1. SCOPE AND TRANSMISSION OF INFORMATION

These terms and conditions apply to all contracts signed with the Accreditation Agency Curacao (AAC). By registering for an accreditation, the consumer (hereinafter referred to as the client) accepts these terms and conditions and is obliged to abide by them. By signing the application form, the client agrees explicitly to all information relating to compliance and status with the Accreditation Agency Curacao and its accreditations. The client also agrees to email exchanges with Accreditation Agency Curacao.

## 2. APPLICATION AND CONTRACT

The application form to request an accreditation procedure is available on the website for downloading. The application form and the self-report form the basis for your request for accreditation. The official opening/start of the accreditation procedure can only be confirmed after an analysis of the documents submitted. If all requirements are met, the Accreditation Commission of the AAC will approve the opening/start by means of an official confirmation. If an application is denied the university can reapply up to two years after the decision. The draft contract between the client and AAC is signed once all the requirements are fulfilled and the application confirmation is sent to the university. It should be noted that an application for an accreditation procedure is always binding.

## 3. PAYMENT

All prices indicated are expressed in dollars. Accreditation payment can be completed by payment form or direct debit. All documentation and material will only be sent to the client when receipt of payment is confirmed. Compliance with payment terms and payment dates is an essential condition for participation in the accreditations. The Accreditation Agency Curacao reserves the right to block clients who fail to comply with their payment obligations. Access to documents will be withheld and there will be no further support and it will no longer be possible to apply for accreditation as long as a payment is outstanding. Failure to comply after the first failed reminder may result in an additional annual interest of 4% on the referenced amount and in legal/judicial action.

## 4. COPYRIGHT

Remains - up until the full settlement of all payments for the products delivered (e.g. listed as a member, documents, scripts, etc.) - of the Accreditation Agency Curacao. The transfer to third parties in copy or original is forbidden.

## 5. REVOCATION

The client can cancel or withdraw a submitted application form within seven days from the date of the client's application, without giving specific reasons. To exercise this right, the client must email [office@aac.cw](mailto:office@aac.cw) along with a statement explaining the decision to withdraw from the relevant accreditation. After these seven days the client cannot cancel the submitted application form and the client is obliged to sign the contract and pay the first installment of the agreed cost proposal for the accreditation.

## 6. TERMINATION CONTRACT

After the expiration of the right to withdrawal in accordance with point 5 of these terms and conditions, termination of the contract can only happen as it is stated in the agreement signed by the client and the AAC. All payments done by the university before the termination of the contract are final and cannot be reimbursed.

## 7. CONTENT

The accreditations referenced in these terms and conditions general are the accreditations currently listed on the Accreditation Agency Curacao's homepage.

## 8. CLIENT CANCELLATION AND DISMISSAL

The Accreditation Agency Curacao reserves the right to dismiss a client due to academic misconduct (plagiarism, repeated failure to comply with regulations, etc.). The client agrees to make an official statement regarding information contained in all his/her documents. Incorrect information leads to an immediate cancellation of application. After cancellation of application, remaining accreditation fees must be paid in full. Plagiarism may be a motive for legal action by the AAC.

In addition, the Accreditation Agency Curacao reserves the right to take additional legal action in the event of cancellation of application. If the client has already completed the accreditation process, determining plagiarism at a later date will result in the client losing his accreditation.

## 9. RANGE

The range of services for the accreditations are provided by the Accreditation Agency Curacao and currently include the provision of all documents; online support; sending, receiving, and evaluation of reviews; advise for clients during the accreditation; preparing and sending certificates but excludes costs for site visits for accommodation, flights, etc.. New and additional services may be provided by the Accreditation Agency Curacao and used by clients. The Accreditation Agency Curacao reserves the right to apply additional costs to make use of the new services offered.

## 10. ACCREDITATION CERTIFICATES

In principle, the certificates are included in the price. If the originals are lost additional copies are USD 300, 00.

## 11. ACCREDITATION PROCESS

The disclosure of information (documentation, files, etc.) to third parties, is expressly prohibited. This constitutes serious misconduct and will be punishable by a fine corresponding to the seriousness of the offence that could go up to 5.000, - and/or cancellation of application.

## 12. ACCREDITATION

The Accreditation Agency Curacao reserves the right to replace and / or postpone the transfer of accreditation materials within a reasonable time frame. In this case, the client does not have the right to extraordinary termination of the accreditation (Accreditation Cancellation), nor to the reduction of Accreditation fees.

## 13. MAXIMUM ACCREDITATION DURATION

The maximum duration for accreditations depends on the type of accreditation and is stated on the website starting with the date of application. There is no Accreditation fee refund by a withdraw of the accreditation. For accreditations and the payment (three instalments) the client will find additional information on the AAC website. The Accreditation Agency Curacao has the right to change the duration and payment conditions of accreditations.

## 14. COPYRIGHT PROTECTION

The client acknowledges that the content provided in the online platform is protected by copyright. Any duplication, dissemination, or any other use of this content beyond the client's own private use is expressly prohibited and can be a motive for legal action.

## 15. PRIVACY

By applying, the client accepts the processing of personal data in accordance with the provisions of the Data Protection Act for accreditation purposes, as well as the sending of information. Data will be treated confidentially and under no circumstances will data be transmitted to third parties except the persons regarding to the accreditation procedure.

## 16. CHANGES TO TERMS AND CONDITIONS

Changes to the Accreditation Agency Curacao terms and conditions, along with the corresponding entry in force of these, will be enacted by the publication in an appropriate manner on [www.aac.cw](http://www.aac.cw) . It is expressly stated that the decisions of the Accreditation Agency Curacao are autonomous and that, regardless of whether

accreditations or terms and conditions are affected, clients do not have the right of termination and/or claim for damages in this case.

## 17. CONSENT

I have read the terms and conditions of the Accreditation Agency Curacao, including the right of annulment, and I certify that my signature on the application and the first payment and submission of the self-report form the basis of my application. I certify that by signing the accreditation contract I am agreeing with all the conditions and requirements of accreditation by the AAC. With my signature I also affirm that the information contained in my personal data is truthful and legal.

## 18. ADDITIONAL AGREEMENTS

Supplementary or altered agreements must be in accordance with the covenant of both parties and in written form.

## 19. APPLICABLE JURISDICTION AND LAW

The laws and the local jurisdiction of the courts in Willemstad, Curacao apply to all matters concerning the Accreditation Agency Curacao.