



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 applying for an accreditation, the university and or institution (hereinafter referred to as the client) accepts these terms and conditions and is obliged to abide by them. The client agrees to share and provide information relating and for the accreditation procedure with the AAC. The client also agrees to email exchanges with AAC.

2. Application and Contract

The client must go through an application process before being able to officially start with an accreditation procedure with the AAC. The submitted application form and the self-report form together the application for accreditation. By signing the application form the client agrees to have the financial funds to go through an accreditation process.

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 (AC) of the AAC will approve the opening/start by means of an official confirmation. The draft contract between the client and AAC is discussed and then signed. If an application is denied the university can reapply after six months and up to two years after the decision. It should be noted that cancelation or withdrawal after, is only possible according to the signed contract.

3. Payment

All prices indicated are expressed in dollars and the accreditation fee payments can be completed via bank transfer. 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 AAC 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 if 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. Cancellation

The client can cancel or withdraw a signed application form within seven days from the date of the client's submitted application, without giving specific reasons. To exercise this right, the client must email 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 pay the application fee which is non-refundable. Cancellation at a later stage of the accreditation process is only possible according to the signed contract and payments are due according to the agreed cost proposal.

5. Termination Contract

After the expiration of the right to withdrawal in accordance with point 4 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 client before the termination of the contract are final and cannot be reimbursed.

6. Client Dismissal

The AAC reserves the right to dismiss a client (discontinue accreditation procedure/deny future accreditation, take back full accreditation status) if the AAC finds evidence of misconduct from the university and or institution (repeated failure to comply with regulations, agreements, use of incorrect information of the AAC on website, publishing of information without consent, incorrect use of Logo and information to mislead students etc.).

7. Range

The range of services for the accreditations are provided by the AAC and currently include the provision of all documents; online support; sending, receiving, and evaluation of reviews; advise for clients during the accreditation; acquiring experts; preparation of site visit; preparing and sending certificates but excludes costs for site visits for accommodation, flights, etc.

New and additional services may be provided by the AAC and used by clients. The AAC reserves the right to apply additional costs to make use of the new services offered.

8. Accreditation certificates

The accreditation certificates are included in the price. The loss of the original copies results in an additional fee of USD 300, 00.

9. 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 USD 10.000, - and/or cancellation of application.

10. Accreditation and duration

The AAC 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, nor to the reduction of accreditation fees.

The maximum duration for accreditations depends on the type of accreditation. The duration of the accreditation is stated and agreed upon in the contract signed by both

the client and AAC. The AAC reserved the right to change the duration of the accreditation process if needed.

11. Accreditation Fee

Accreditation Fees are decided by the AAC B.V and the AAC reserves the right to change and or adapt the accreditation fees accordingly.

12. Copyright protection

Copy right remains - up until the full settlement of all payments for the products delivered (e.g. listed as a member, documents, scripts, etc.) - of the AAC.

The transfer to third parties in copy or original is forbidden. 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.

13. 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.

14. Changes to terms and conditions

Changes to the AAC 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 . It is expressly stated that the decisions of the AAC are autonomous and that, regardless of whether accreditation procedures are affected, clients do not have the right of termination and/or claim for damages in this case.

15. Consent

I have read the terms and conditions of the AAC, 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.

16. Additional Agreements

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



17. Applicable Jurisdiction and law

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