# STANDARD TERMS AND CONDITIONS GOVERNING THE POPULAR AND VOCATIONAL EDUCATION AND TRAINING PROGRAM

# 1. Purpose

The purpose of these terms and conditions ("**Terms and Conditions**") is to estanblish the general terms and conditions that govern the Popular and Vocational Education and Training Program (the "**Program**"). The Program is aimed at providing financial support ("**Sponsorship**") to applicants who wish to access vocational education and/or training and who have the potential to enhance the development of their communities with the knowledge and skills they acquire. For detailed information on the Program, please visit the EUSMS website.

## 2. Eligibility

- 2.1 Applicants must be over 18 years of age or older on the day of submission of the application and they must provide EUSMS with their full name, date of birth and email address. Applicants under 18 years, must get consent from their parent/guardian before applying.
- 2.2 Applicants must be enrolled as full-time or part-time students/trainee in a course of study/training at a tertiary college or university accredited by their government. They must attend classes that align with the course requirements and must have excellent academic records.
- 2.3 The following are not eligible under the Program:
  - 2.3.1 an employee of the EUSMS or its holding and subsidiary companies ("Related Parties");
  - 2.3.2 an employee of agents or suppliers of EUSMS or its Related Parties, who are professionally connected with the Program or its administration; or
  - 2.3.3 a member of the immediate families or households of the above.

### 3. Applications for the Program

- 3.1 There are no time limits for submission of applications and applicants may apply for the Program at any time. Applications, once received, are considered on a rolling basis.
- 3.2 To apply for the Program, applicants must apply online through the <u>application link</u>. EUSMS will not accept applications in any other format nor will it accept any applications received via any other method.
- 3.3 EUSMS will not accept applications that are automatically generated by a computer, completed in bulk, or incomplete.
- 3.4 There is a limit of one application per person per study/training period. Applications on behalf of another person will not be accepted and joint submissions are not allowed.
- 3.5 In applying for the Program, the applicant confirms that they are eligible to do so and eligible to claim the Sponsorship. EUSMS may require the applicant to provide proof

that they are eligible to apply for and claim Sponsorship under the Program. This may include proof of age, identity, country of residence and (if applicable) parent/guardian consent.

- 3.6 By submitting an application, each applicant agrees to be bound by these Terms and Conditions and they warrant that they have read and understood these Terms and Conditions.
- 3.7 For help with applications or for any queries, please contact EUSMS through this <u>link</u> or email <u>info@eusms.org</u>.

#### 4. Selection

- 4.1 The applications will be reviewed on a rolling basis by EUSMS. EUSMS will be looking for strong motivation and passion for the subject area the applicant hopes to pursue further study in or pursue a career in. EUSMS will also be looking at how the applicant articulates their passion for learning and what impact they believe their preferred area of study will have to the applicant and their community in the future.
- 4.2 EUSMS will also assess applications on the following additional criteria:
  - 4.2.1 Alignment with EUSMS's values, objectives and direction.
  - 4.2.2 Alignment with the Program's objectives.
  - 4.2.3 Benefits to the applicant and their community.
  - 4.2.4 Benefits to EUSMS and its programs.
  - 4.2.5 Evidence in the application that the applicant has the ability to manage their time and resources to deliver the projected benefits.
  - 4.2.6 The available budget allocated to the Program.
  - 4.2.7 The value of the Sponsorship required by the applicant.
  - 4.2.8 Compliance with the terms and conditions of any other scholarship or sponsorship previously held by the applicant.
  - 4.2.9 Fairness, diversity, equity and inclusion.
- 4.3 EUSMS reserves the right to request any additional information relevant to making an informed decision in relation to the application prior to selection. The amount of additional information required is at the discretion of EUSMS.
- 4.4 EUSMS will contact selected applicants personally and unsuccessful applicants as soon as practicable after the selection process (the "Notification Date"), using the email address and/or phone contacts provided within the application. EUSMS will not amend any contact information once the application form has been submitted.
- 4.5 Selected applicants will be required to enter into an agreement with EUSMS to capture the terms and conditions of the Sponsorship and the parties' respective rights and obligations (the "Agreement"). These Terms and Conditions shall form part of

- the Agreement. The Agreement may also be subject to other terms and conditions as may be stipulated in the Agreement.
- 4.6 EUSMS has discretion regarding any decision made in connection with the selection process and any such decision of EUSMS shall be final and no correspondence or discussion will be entered into. To the extent permitted by law, EUSMS has no liability to any applicant for decisions made in relation to their application.
- 4.7 The awarding of a Sponsorship is not transferable.
- 4.8 Deferment of the Sponsorship is not permitted.
- 4.9 During the Sponsorship , the selected applicant must:
  - 4.9.1 remain admitted and enrolled as a student/trainee at all times:
  - 4.9.2 attend classes that align with their course requirements;
  - 4.9.3 meet any EUSMS's requirements regarding academic progress and conduct;
  - 4.9.4 follow reasonable directions given by EUSMS's staff members and officials;
  - 4.9.5 update their details if their address, telephone, email or bank details change; and
  - 4.9.6 submit any required reports as outlined in the Agreement.

#### 5. Claiming the Sponsorship and Payment

- 5.1 EUSMS will make all reasonable efforts to contact the selected applicants. If a selected applicant cannot be contacted or is not available, or has not claimed their Sponsorship within 30 days from the Notification Date, EUSMS reserves the right to cancel the selection.
- 5.2 Selected applicants will have 30 days from the Notification Date to claim the Sponsorship by responding with any further information that EUSMS requires. Where a selected applicant does not claim the Sponsorship within 30 days from the Notification Date, they will forfeit the Sponsorship.
- 5.3 The Sponsorship may not be claimed by a third party on the selected applicant's behalf.
- 5.4 EUSMS does not accept any responsibility if the selected applicant is not able to take up the Sponsorship.
- 5.5 The payment terms (i.e. approved amount, disbursement, etc) and the repayment terms (i.e. instalments, interest, duration, repayment mode, etc) shall be in accordance with the EUSMS approval during the selection process, and such terms shall be set out in detail in the Agreement.

### 6. Ownership of Application Information and Intellectual Property Rights

Each applicant acknowledges and agrees that EUSMS may, but is not required to, publish some or all of the applicant's written application answers (on an anonymous basis) on its

website, on EUSMS social media accounts, and/or on any other marketing media in connection with any publicity for the Program. Each applicant agrees to grant EUSMS a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the applicant's application, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the applicant's written application answers for such purposes.

### 7. Data Protection and Publicity

- 7.1 The applicant agrees by submitting their application that EUSMS can process the personal information included in the application for the following purposes: a) select and inform selected applicants; b) announce selected applicants (where such announcement shall be a requirement); and c) provide the Sponsorships to the selected applicants.
- 7.2 EUSMS may invite a selected applicant to be involved in any publicity, which may include publishing their image, quotes from them, or creating videos or social media content for publication. This is entirely optional and will be discussed with interested selected applicants after the Notification Date. Where a selected applicant consents to this, the selected applicant agrees that EUSMS can use and process this further personal information for the purpose of publicising EUSMS and the Program. Where a selected applicant is below 18 years, they will need to provide EUSMS with evidence of parent/guardian consent before being involved in any publicity.
- 7.3 Where an applicant is successful in their application, EUSMS will retain the personal information submitted in connection with the applicant's application for the duration of the Sponsorship and for such a period after as required for any legal, financial requirements or Agreement.
- 7.4 Where an applicant is unsuccessful in their application, EUSMS will delete the personal information submitted in connection with the applicant's application within 3 (three) months of the Notification Date.

#### 8. Reserving the Right to Amend

Without limiting any part of these Terms and Conditions, EUSMS may:

- 8.1 Amend or replace these Terms and Conditions, or other any rules or procedures affecting the Program, at any time and for any reason.
- 8.2 Extend, suspend, or terminate the Program or any process at any time before the Sponsorship is awarded.
- 8.3 At any time prior to awarding the Sponsorship, disqualify any applicant from participating or exclude their application from further consideration.
- 8.4 Commence a new process for calling applications on a similar or different basis to that outlined in these Terms and Conditions.
- 8.5 Use non-EUSMS personnel in assessing applications.

### 9. Program Evaluation

Periodically after graduating, selected applicants may receive a request to complete a survey regarding their experience with the Program. The responses help to inform continuous improvement and determine whether the intent of the Program is being met. Information provided may also be used in any publicity.

#### 10. General

- 10.1 Where EUSMS has any reason to believe that there has been a breach of these Terms and Conditions, EUSMS may, at its sole discretion, reserve the right to exclude any applicant from participating in the Program.
- 10.2 EUSMS reserves the right to hold void, suspend, cancel, or amend the Program where it becomes necessary to do so.
- 10.3 These Terms and Conditions shall be governed by German law, and parties submit to the non-exclusive jurisdiction of the courts of the Federal Republic of Germany.