

AGREEMENT STUDENT 2016

between

The Network "n+i" (non-profit making association) (designed hereinafter by "n+i")
Located at 79, avenue Denfert-Rochereau, 75014 Paris – France
Represented by the Executive Director of the Network "n+i"

And

AN APPLICANT (hereinafter named "STUDENT")

Family NAME (as written on the passport and your application form online):

First Name:

Born in (*day/month/year*) **Location**..... (Country).....

Country of origin:

"n+i" Reference Number : 2016 -.....

THE PARTIES AGREE AS FOLLOWS

Art. 1 PURPOSE

The purpose of this agreement is to set forth the rights and responsibilities of the parties in connection with the STUDENT's study programme and related temporary residency in France. This concerns exclusively the STUDENT and so excludes any accompanying person.

Art. 2 THE STUDY PROGRAMME

- 2.1 The programmes of the Network "n+i" are intended for STUDENTS who have completed **a graduate education in engineering, science, or technology** (Bachelor, *Licence* or equivalent) and who seek additional training in France (End of Bachelor, Master and/or Post Master, Phd), with the paths to success including several Packages for Cultural Adaptation (PIC), for Linguistic Adaptation (PIL) and Methodological Adaptation (PIM), or after one pre-Master year or a specific programme if necessary.
- 2.2 The Network "n+i" plans and organizes the STUDENT's study programme in France. It facilitates the programme by providing services (Packages) purchased by the STUDENT before coming to France. Those services are described in an invoice that the STUDENT received, reviewed, and paid prior to departure by the STUDENT, or a third party or a scholarship provider.
- 2.3 The STUDENT acknowledges that they have been informed of the nature and content of the study programme (degree) and accepts admission to the programme. The STUDENT here and now agrees to respect, for a period of 5 years, the confidentiality of the work that the STUDENT will carry out during the STUDENTS studies on behalf of companies, unless the company or training institution that recruited the STUDENT states otherwise.
- 2.4 The study programme (including the content of courses and the activities performed during internships) is the responsibility of the host institution that admitted the STUDENT. That institution alone may modify the programme curriculum. The STUDENT may not do so.
- 2.5 Payment in full or in part of the invoice shall constitute approval by the STUDENT of the study programme and related arrangements provided by the Network "n+i" and the host institution.
- 2.6 The STUDENT may not, except in case of *force majeure*, transfer his enrolment to another institution. Transfers must be approved by the Network "n+i" and the concerned institutions. If the transfer is not approved and the STUDENT leaves the programme, he waives the right to receive any refund of tuition or other payments made to the programme.
- 2.7 The Network "n+i" reserves the right to change the site (and institute) of the Package for Linguistic Integration (PIL) and/or Package for Methodological Integration (PIM).

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2.8 The STUDENT agrees to make only one application and use one account for the campaign 2016. Otherwise, the STUDENT might expose himself to the cancellation of his application and the exclusion from Network "n+i".

Art. 3 SERVICES PROVIDED BY THE NETWORK "n+i"

The paths to success, as has been accepted by the STUDENT, may consist of 3 packages: PIC, PIL and PIM.

3.1 Package for Cultural Integration (PIC)

The Cultural Integration Package is recommended for any STUDENT who benefits from a Methodological Integration Package (PIM) and/or a Linguistic Integration Package (PIL). The Cultural Integration Package is charged separately on the quotation and invoice.

The Network "n+i" will provide assistance during the training (formation) and, in particular the welcome (one of the services of the PIC) to airports (*Roissy* or *Orly*) or stations (railway or road) of Paris and the transfer to a residence in case of stay on Paris, **under the following conditions:**

- a) The STUDENT informs, on his "n+i" webpage, the Network "n+i" about flight details **at least 10 days** before arrival: flight number, airline, terminal, arrival time.
- b) The STUDENT arrives in France on the date set by the Network "n+i" (*see personal application page*).

In case of stay outside Paris (for PIL or PIM), the Network "n+i" also provides the transfers to Paris/province.

The STUDENT must request approval from Network "n+i" for any change in the arrival time from the day fixed by "n+i" using the "n+i" support ticket system **at least 72 hours** before the originally scheduled arrival time. Without an approved request the STUDENT will have to book his transfer by himself. If, in such a case linked to a late change, the Network "n+i" organizes the transfer, **fixed price (package) could be charged** to the STUDENT.

In case the STUDENT fails to respect the day and time fixed by the Network "n+i" (before or after) and/or the welcome and transfer services cannot be fully or at all provided (lack of information on flight arrival, delayed plane, etc.) the Network "n+i" will not proceed to any refund and may surcharge the STUDENT.

The Network "n+i" will not accept responsibility for the acts or omissions of transportation companies. Specifically, the Network "n+i" will not be held responsible for the theft, loss, or damage of STUDENT property occurring in the course of air, train, or other travel purchased on the STUDENT's behalf by the Network "n+i". The Network "n+i" expressly declines responsibility for flight delays, lost luggage or any other problem that may occur in the course of the STUDENT's travel to France. The Network "n+i" strongly advises the STUDENT to acquire travel insurance, including insurance for lost luggage and for the consequences of delays.

The Network "n+i" cannot accept responsibility for problems (such as refusal of carriage or excess luggage charges) linked to the size, weight or number of suitcases (over 2). **The STUDENT is aware that he must be able to carry his luggage himself.** Excess luggage charges incurred by the STUDENT, whether assessed by airlines, trains, or taxis, shall be the STUDENT's sole responsibility and may lead to a fixed surcharge for each kilogramme in excess to be paid to the Network "n+i".

3.2 Housing

The STUDENT housing provided by the Network "n+i" during the Cultural Integration Package programmes (PIC) and/or Package for Linguistic and Methodological Integration (PIM) may be ruled by a rental agreement between the STUDENT (or the Network "n+i") and a public or private property owner. The STUDENT agrees to maintain the premises in good condition and to observe all other terms of the rental agreement.

A deposit to guaranty the good use of the house may be required, directly by the property owner, at the time the STUDENT takes possession of the property. The return of the deposit depends on the condition of the property at the time the STUDENT vacates and if the STUDENT leaves the property in good condition.

If the STUDENT wishes to change accommodation after his arrival in France, he may do so once given the Network "n+i" approval but at his own expense and shall not be entitled to refunds of amounts paid to the Network "n+i", except for any amounts that the property owner may refund to the Network "n+i".

Unless otherwise indicated, the STUDENT must provide a 2-month notice of their intention to move, with the notice period beginning on the first day of the month following the receipt of the STUDENT's notice, which the STUDENT shall send by registered mail to the rental agent. During the notice period the STUDENT can still enjoy the accommodation and remains responsible for the property.

The STUDENT wishing to leave the lodgings arranged for them by the Network "n+i" shall signify his

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intention to the rental agent and the Network "n+i" by registered mail, return receipt requested. For purposes of such notice and the Network's address (*see article 11*). Therefore, the STUDENT is free to seek for himself the accommodation which would suit him, and cannot, under any circumstances, seek the assistance of the Network "n+i".

3.3 Insurance

Insurance provided by the Network "n+i" **does not cover problems;**

- 1) that may happen to the STUDENT prior to or while travelling to the starting location in France defined by the Network "n+i",
- 2) and any pathology anterior (including suites and consequences) to the STUDENT's arrival in France.

However, insurance provided by the Network "n+i" **does cover;**

- 1) **Illness.** Until the 30th of September of the year of arrival the STUDENT is covered according to the terms of the basic Social Security system, *a minima*. Once enrolled, he is covered by the STUDENT Social Security system. (Caution: **STUDENTS age 28 or more on October 1st of the academic year**, cannot benefit from this Social Security system and must subscribe to a private insurance contract.
- 2) **Civil liability.** The STUDENT is covered in his private life from his arrival in France until September 30th of the following year.
- 3) **Insurance repatriation.** The STUDENT is covered from his arrival in France until September 30th of the following year.

As from October 1st of the year following his arrival in France, the STUDENT is responsible for renewing his civil liability insurance. The STUDENT is advised to renew the insurance policies or to take out the policies which he deems useful (complementary illness cover (*mutuelle*), repatriation, term life insurance etc.).

Furthermore, the STUDENT will refrain from driving a vehicle for which he is not insured as a named driver and from occupying housing for which he is not insured against risks linked to the use of this housing.

Art. 4 VISA

The STUDENT commits to get information from the French authorities (Consulates) about the conditions (especially delays), process and documents necessary **to get a passport and a long-stay visa** (except for some countries) for studies in France as soon as he applies to the Network "n+i".

The STUDENT commits to obtain and to submit the required documents so as to get a 'long-stay visa' **on time**.

The Network "n+i" can assist the STUDENT in requesting a visa but cannot guarantee that the French consular authorities will grant the request. Visa matters are the responsibility of French consular officials abroad.

Art. 5 ATTENDANCES

The STUDENT agrees to attend classes regularly (i.e. programme established with the paths to success – PIC, PIL, PIM - all classes, tutorials and lab sessions) and to fulfil the academic requirements and safety regulations of the host institution throughout the entire period covered by this agreement.

The programme of studies is a coherent whole which implies a full commitment of the STUDENT with **no absence**. Any single absence must be reported to the persons in charge of the programme with a written formal request at least 72 hours before. Sanctions will be taken against unauthorised or unjustified absences. Sanctions may include final exclusion from the whole programme of studies.

The STUDENT is in France for the sole purpose of studying in the institution of higher education in which he is duly enrolled. Studying shall be deemed to include related training (internships, research projects) performed while enrolled in the host institution or in another institution (company, firm, laboratory, or other organization) designated by the Network "n+i".

The STUDENT understands that faithful adherence to this article is a condition to obtain a visa.

Art. 6 ADMINISTRATIVE AND REGULATORY REQUIREMENTS

Issuing a residency permit is the responsibility of the *Préfecture de Police* only and the Network "n+i" cannot accept responsibility regarding delivery delays or administrative requirements.

Although the Network "n+i" has no role in the granting of residency permits, the Network's partners can provide assistance to STUDENTS in fulfilling these administrative requirements.

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The student agrees to apply for a visa corresponding to their situation and academic career. Upon arrival in France the student agrees to complete, through their school, any additional procedures required in relation to the VISA. For example, if required, the student must request a residence permit at the Préfecture, they may also be required to visit the OFII etc.

Art. 7 CHANGES IN CIRCUMSTANCES / PROBLEMS DURING STUDY PROGRAMME

If the STUDENT's personal circumstances change while he is in France (residency or marital status, illness, or other matters), or if the STUDENT experiences academic difficulties that might jeopardize the success of his study programme in France, the STUDENT agrees to notify the Network "n+i" promptly with a letter after having advised the "n+i" engineering institute's representative at least 10 days before eventually quitting and/or returning to his home country.

Art. 8 CONTACT IN CASE OF ACCIDENT

In case of serious accident or loss of contact with the STUDENT, the Network "n+i" may contact the following person designated by the STUDENT:

Family NAME / First name:/.....
Family relationships (*parents, uncle, etc.*):
Complete mailing address:
.....
Country :.....
Telephone : Fax : E-mail:

Art. 9 PAYMENTS

The STUDENT accepts, the programme established with the paths to success and the studies specified by a quotation dated and signed by himself.

The STUDENT agrees to make **the required payment of deposit** before the deadline as indicated on his quotation. After receiving the quotation dully signed and dated, and identification of the payment of the deposit, the Network "n+i" issues:

- a receipt for payment of the deposit received,
- an invoice and possibly a credit note,
- a certificate of admission under conditions of payment of the balance of invoice signed by the Executive Director of the Network "n+i".

Note: *The academic costs and the STUDENT Social Security fees are directly paid by the STUDENT, or a third party, or a scholarship provider to the engineering institute. They are not refundable except by negotiation directly with the concerned Institute.*

At the dead-line specified on invoice, the STUDENT or a third party, or a scholarship body must have paid **the balance of the invoice (total invoice amount less deposit) due** to the Network "n+i" before his arrival in France. The Network "n+i" agrees to send the STUDENT a receipt for the amount paid and a certificate for stay and housing certificate, if the STUDENT benefits from at least one integration package included in the paths to success.

Note: *STUDENTS, EXCEPTIONALLY exempted from the totality of Packages of Cultural, Linguistic and Methodological Integration, must contact directly their host Institute to organize his arrival in France and receive a stay and housing certificate.*

If payments are not received by the due date, the Network "n+i" reserves the right to cancel the offer of admission, not to perform services requested or to charge an additional fee to the STUDENT. **NOTICE:** Any incomplete payment (without IBAN number or exact bank details for example) can delay the issuing of documents. The consequences of this delay (late submission of documents, delays in obtaining visas and late arrival...) are not be attributable to the The Network "n+i". The Network "n+i" cannot accept responsibility for these problems.

Bank fees incurred by the Network "n+i" in connection with STUDENT's payments or refunds (*in particular those mentioned article 10*), including charges assessed by the originating bank and the French bank, are the responsibility of the STUDENT who understands and accepts that the Network "n+i" will expect them to be reimbursed. Any incomplete payment (without IBAN number or exact bank details for example) can incur additional costs to the STUDENT.

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Art. 10 CANCELLATION BY STUDENT

STUDENT who must cancel his participation in the programme agree to post to the Network "n+i" (attention to: *Service Accueil Etudiants*) a letter requesting the cancellation.

Réseau "n+i", Service " Accueil Etudiants "
79, avenue Denfert-Rochereau 75014 Paris – France

The date of receipt of the letter will be the effective date of cancellation, which in turn will determine the amount of the refund to which the STUDENT may be entitled (*see below*).

Regardless of the reason and date of cancellation, some fees are nonrefundable and any amounts paid to them are forfeit to Network "n+i". These fees are indicated on the quotation and invoice of the student.

10.1 Cancellation of study programme prior to departure

- 10.1.1 Cancellations made prior to departure for reasons of *force majeure* affecting the STUDENT (serious accident, death, etc.), the Network "n+i", or the host institution (closing, freeze on admissions) shall be grounds for a full refund of amounts paid by the STUDENT to the Network "n+i" minus the deposit and non-refundable services. To substantiate a claim of *force majeure* the STUDENT, or his or her family, must send to the Network "n+i" a cancellation letter accompanied by a medical certificate (or death certificate). The cancellation letter must be posted to the Network "n+i" (attention to: *Service Accueil Etudiants*).
- 10.1.2 In case the STUDENT is denied a visa by the French consular authorities, the Network "n+i" will refund to the STUDENT the full amount paid minus the deposit and non-refundable services, provided the Network is able to verify the denial with the French consular authorities **at least 15 days before the arrival in France** and provided the STUDENT has applied on time and respected the entire application process.
- 10.1.3 **Any refusal of the visa due to a late or out of time presentation of documents by the STUDENT will be treated as a resignation (cf. paragraph 10.1.6).**
- 10.1.4 The STUDENT shall be responsible for the consequences of failure to arrive in France within the dates specified by the Network "n+i" where such failure is occasioned by an invalid passport, **a late visa application**, or excess luggage, etc. The STUDENT understands that any such failure may lead the Network "n+i" to cancel the STUDENT's study programme (if, for example, the late arrival prevents the STUDENT from participating in the French language preparation programme) and will be treated as a resignation (cf. paragraph 10.1.6 and art. 3). Whether or not the STUDENT so affected is eventually readmitted, **the Network "n+i" will retain the STUDENT's recruitment costs.**
- 10.1.5 Depending on the date of the cancellation of the programme, the Network "n+i" will try to refund the housing deposit if a refund of the deposit can be negotiated.
- 10.1.6 If prior to the start of the programme the STUDENT cancels his participation for any reason except *force majeure*, it is a **resignation**. The STUDENT shall be entitled to a partial refund of the amount paid to the Network "n+i". The amount of the refund will depend on the date of cancellation (date of reception by "n+i" organization in Paris of the official document (signed by the STUDENT), sent by mail), as follow.

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The following applies to all STUDENTS, cancellation of the program before the departure:

Case 1: Before June 30th, 2016: The Network "n+i" will partially refund the STUDENT the **total amount paid minus recruitment costs** and the costs of non-refundable services.

Case 2: After June 30th, 2016 but at least 15 days before the beginning of the Package programmes (PIC, PIL, PIM... or studies): The Network "n+i" will refund the **total amount paid less the recruitment costs, non-refundable services, the cost of the Package for Cultural Integration and the next package (Linguistic, Methodological), and any costs incurred for the housing.**

Case 3: Less than 15 days before the beginning of the integration packages or studies in France, whether or not the STUDENT has arrived in France, he will be **ineligible to receive any refund** of amounts paid except for housing, only if a refund can be negotiated.

10.1.7 If the Network "n+i" or the host institution cancels the study programme for reasons of *force majeure* (except in case paragraph 10.1.4), the Network "n+i" will notify the STUDENT of the cancellation in writing (by e-mail or post). Under such circumstances, the Network "n+i" will refund the sums the STUDENT has paid to the Network "n+i" in connection with the cancelled programme. However, under no circumstances will the Network "n+i" be held responsible for other costs incurred by the STUDENT in connection with the study programme.

10.1.8 Failure to graduate before the STUDENT arrives in France, without prior formal approval of the "n+i" organization will be treated as an exclusion after arrival in France (see § 10.2. part C).

10.2 Cancellation of study programme after arrival in France

Cancellation after arrival in France means the final decision to quit a programme of studies is confirmed by:

- a) a letter sent by the STUDENT to the Network "n+i",
- b) the confirmation by Network "n+i", or the engineering Institute, or the Package Centers (PIC, PIL, PIM) of the abandonment by the STUDENT,
- c) the exclusion of the STUDENT from Network "n+i", or the engineering Institute, or the Package Centers (PIC, PIL, PIM).

After a cancellation during preparation and transition period or a cancellation during academic study period due to the STUDENT or to exclusion from the engineering institute, the STUDENT will be **ineligible for any refund** of monies paid (see § 10.1.6 case 3) except for housing, and then only if a refund can be negotiated with the property owner.

Art. 11 DISPUTES

In the event of a dispute arising under the present agreement, the STUDENT agrees to notify the Network "n+i" of the dispute in writing. The notice shall be sent to:

**Réseau "n+i", Service « Accueil Etudiants »
79, avenue Denfert-Rochereau , 75014 Paris – France**

Art. 12 AUTHORIZATIONS

12.1 I authorize the Network "n+i" to send some personal data of my "n+i" application to a third party in the case of the CEF procedure or for scholarship (the STUDENT will be informed): Yes No

12.2 I authorize the Network "n+i" to publish photos where I appear (photos taken during my studies in France): This photos might be used for the promotion of "n+i" on different media. Yes No

Executed in two (2) original copies

In Paris, date.....

In, date.....

Write below: Read and Approved

Please sign here (*above*)



M. Jean-Pierre TROTIGNON
Executive Director, Network "n+i"

Family NAME :
First name :

STUDENT

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