Application Form for Admission to the MCA in Customs, Taxation and International Trade Law



Personal Information

| Name, surname, title Mr. Mrs. Ms. | Telephone/mobile number |
|--|---|
| Postal Address Private Business | |
| | Email |
| | Your email address is required because it allows us to send you in- |
| Company | formation essential for the organization of the course immediately. |
| | |
| Street, number, post box | |
| | |
| Postal code, location | Employer |
| | |
| | |
| Date of birth | Job/position |
| | |
| Invoice Address (if different from postal address) | Qualifications |
| | |
| Company | Name of the university, degree title(s) and grade(s) |
| | |
| Name, surname, title | Special features for the invoice generation |
| | Special features for the invoice generation |
| | |
| Street, number | Different invoice recipient (If available) |
| | |
| Post code, location | |
| Documents to be included with your application | Please post or fax pages 1 and 2 of the completed Application Form to |
| Applicants must submit the following documents to AWA | AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH |
| AUSSENWIRTSCHAFTS-AKADEMIE GmbH:) application form, | Master of Customs Administration |
| > curriculum vitae, | Königsstraße 46 48143 Münster, Germany |
| certified copy of the degree certificates (including individual grades), | or |
| in the case of Bachelor and Master degrees: a certified copy of the | Fax: +49 251 83 275 - 61 |
| Diploma Supplement or evidence of the ECTS grading table and | |

> if applicable, a certified copy of the doctoral certificate.

The copies are to be certified by a notary, a municipal authority, the body which issued the certificate, or a court clerk.

The deadline for applications is the ${\it 31^{st}}$ of August of the year in which the course is due to start.

Participation Fee

I choose the following method of payment:

instalments (3@EUR 6,600 = 19,800) Single payment (EUR 18,810)

For the terms and conditions of payment please refer to Clause 11 of the General Terms and Conditions.



1. The contract is entered into between the AWA AUSSENWIRT-SCHAFTS-AKADEMIE GmbH (Amtsgericht Münster – HR. 4823; address Königsstraße 46, 48143 Münster, Germany - represented by the Managing Director, Matthias Merz vested with sole power of representation) and the Applicant.

2. By submitting the Application Form, the Applicant makes a binding registration for the MCA in Customs, Taxation and International Trade Law. The deadline for applications is the 31st of August in the year that the course is due to start. The contract with the AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH is concluded when the latter confirms the receipt of the Application Form.

3. The obligation to pay the Participation Fee takes effect once the contract has been signed. Payment details are contained in Clause 9 of the General Terms and Conditions of the MCA in Customs, Taxation and International Trade Law. The Participation Fee shall be paid to the following account: AWA AUSSENWIRT-SCHAFTS-AKADEMIE GmbH, Account 493890, Sparkasse Münsterland Ost, Bank Sort Code 400501 50, IBAN: DE 86 4005 0150 0000 493890, BIC: WELADED1MST. The Participation Fee shall be considered paid once the full amount has been transferred to the above account. The Applicant may either pay the full amount in advance or in three instalments. Full payment in advance (i.e. before the course begins) shall entitle the Applicant to a 5 percent discount on the Participation Fee.

4. The AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH reserves the right to change the terms and conditions of performance. Such changes can only take place under Clause 6 of the General Terms and Conditions.

Registration

I hereby apply for admission to the MCA in Customs, Taxation and International Trade Law offered by the Westfälische Wilhelms-Universität Münster and the AWA AUSSENWIRTSCHAFTS-AKADE-MIE GmbH and make a binding registration. I undertake to submit all documents necessary for the application to the AWA AUSSEN-WIRTSCHAFTS-AKADEMIE GmbH by the deadline for applications.

I have read and agree with the Conditions of Participation and Consumer Information and the General Terms and Conditions of the MCA in Customs, Taxation and International Trade Law.

I agree that AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH can save and evaluate my data in order to process my application

Location, Date

Notification of the Right of Cancellation

You can cancel your application for admission by means of a clear text to this effect (e.g. letter, fax, email) within two weeks without having to give any reason. The deadline for cancellation starts to run once this notification has been received but not before the conclusion of contract nor before the information duties have been performed in accordance with Art. 246 § 2 in conjunction with § 1 (1) and 2 EGBGB. The cancellation is to be sent to the following address:

AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH

Master of Customs Administration Königsstraße 46 48143 Münster, Germany Email: studium@awa-seminare.de

To comply with the cancellation period, it is sufficient that you send the text giving notice of cancellation before this period expires. You can use the standard cancellation form provided for this purpose, but this is not mandatory.

Effects of Cancellation

If you cancel this contract, we shall reimburse you all the payments we have received from you without undue delay and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees because of this repayment.

Special Notice

If you have requested that the services begin during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point of cancellation.

and in the event that I am admitted to the MCA course, I consent to the details on page 1 of the Application Form (excluding "Qualifications" and "Invoice Address") being forwarded to the other participants and lecturers. I am free to withdraw my consent at any time.

I hereby confirm that I have been notified of my right of cancellation. I am aware that the two-week cancellation period starts to run once I have received the confirmation of receipt from the AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH. I confirm that all details are complete and accurate.

1. Signature of Applicant (Application Form)



1. Scope

These General Terms and Conditions shall govern participation in the MCA in Customs, Taxation and International Trade Law (hereinafter "MCA Course") offered by the Westfälische Wilhelms-Universität zu Münster (hereinafter "WWU Münster") in cooperation with the AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH (hereinafter "the Organizer").

2. Participation Requirements

In order to be considered for admission, the Applicant must satisfy the following requirements:

> the successful completion of a Bachelor or Master's degree at a university,

> at least one year's professional experience in customs and/or trade,

> sufficient fluency in spoken and written English (evidenced by TOEFL certificate or equivalent English test).

To be considered for admission, Applicants must have 240 credit points according to the European Credit Transfer System. As a rule, this requires a four year university degree. In exceptional cases, Applicants with a three-year university degree may also be considered provided they have sufficient experience in a related field.

3. Application

3.1 The Applicant shall send all the documents required for the application to the following address before the deadline stated in the Application Form:

AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH

Master of Customs Administration Königsstraße 46 48143 Münster, Germany

3.2. The Applicant shall submit the Application Form, curriculum vitae and certified copies of the following documents:

> degree certificates (including individual grades),

> doctoral certificate (if applicable) and

> diploma supplement or certificate based on the ECTS grading table (Bachelor and Master degrees).

3.3. Compliance with the deadlines for submitting the Application Form and advance payment of the Participation Fee (in order to obtain the discount), shall be determined by the date on which the complete documentation and payment has been received.

3.4. The admission of the Applicant and the number of places shall be determined by the Zulassungs- und Prüfungsausschuss ("Admissions and Examinations Committee").

4. Conclusion of Contract

On receiving the Application Form, the Organizer shall inform the Applicant via e-mail that his/her application has been received ("Confirmation"). The Contract shall be concluded once the Applicant has received the Confirmation. In the event that the application is rejected, the contract shall be null and void and the Applicant shall be under no contractual obligation to pay the Participation Fee.

5. Scope of Performance

The scope of the contractual performances in relation to the MCA Course shall be determined by course plan as well as the details contained in the Application Form.

6. Changes to Performance

The Organizer reserves the right to change or cancel the MCA subject to the following conditions:

6.1 The Organizer shall only cancel the MCA Course for a legitimate reason. This shall particularly be the case if an insufficient number of applicants have been admitted to the MCA Course by the end of the application deadline, or if the Organizer is unable to perform its obligations under the contract owing to force majeure or impossibility. The Organizer shall announce the cancellation at least four weeks before the course is due to start. The Applicant shall be informed of the cancellation without delay and any payments made shall be reimbursed in full (i.e. without any deductions).

6.2. The Organizer reserves the right to replace lecturers as well as to change the venue and teaching plan, provided the essential characteristics of the course remain unchanged and the change is reasonable having regard to the participants.

6.3. If a course module cannot be held (e.g. because lecturers are unable to attend), the Organizer shall ensure that it is held as part of the same course at a later date, or delivered online or held as part of the course in the following year.

6.4. If individual teaching hours cannot be held, the Applicant shall not have any claim to an alternative date or a reimbursement of the Participation Fee.

7. Organization of Online Seminars

7.1. Applicants must ensure that they can use the software for online seminars. The Organizer will provide Applicants with the technical requirements and connection test before the start of the online seminars.

7.2. Ideally, Applicants should have a computer with an adequate internet connection (at least 250kbit/s Upload and 512kbit/s Download), with a working loudspeaker or audio output device. Alternatively, they can listen to the audio transmission of the online lectures via telephone. It is also possible to participate via a mobile device (smartphone, tablet, etc.) provided the internet connection is sufficient and it meets the technical requirements. A webcam is required in order to attend the online lectures.

In order to save bandwidth usage, the camera may be disabled. This may occur automatically depending on the Applicants' computer system.

7.3 One week before the start of the online seminar, the Organizer will send Participants an e-mail with an invitation to the online seminar, containing the access link. By clicking on the access link Participants will enter a virtual waiting room. Once the Organizer starts the transmission, Participants will automatically join the seminar. During the online seminars, Participants can ask questions which the lecturer will answer during the seminar either immediately or in a later discussion round.



7.4. After each online seminar, the Organizer will make a recording course in the following year at the same point. Both cases represent available as a stream for a limited period of time

7.5. If the lecturer is unable to hold the seminar owing to circumstances beyond the Organizer's control (e.g. breakdown of means of transport, sudden illness, technical problems etc.), the Organizer shall inform the Participants without delay. The Organizer will immediately attempt to find a qualified replacement. If this is not possible, the Organizer will propose a new date for the online seminar with the same content as soon as possible.

7.6. The same shall apply if the Organizer encounters technical problems which impair or prevent the online seminar from taking place. At the beginning of each online seminar, the Organizer and its lecturers will conduct a survey among the Participants to determine whether image and sound are effectively transmitted and received. If Participants experience technical problems for which the Organizer is not responsible, the online seminar will nevertheless be deemed to have been provided in its entirety. Such technical problems shall not entitle the client to reduce the invoice amount or to pass on any costs incurred to the Organizer.

7.7. The online examinations for modules 1-4 are invigilated and recorded. For this purpose, students must activate their webcams and ensure they are visible for the duration of examination.

8. Seminar Contents

8.1. To ensure sufficient time for preparation, the Organizer will send Participants a link to download the presentation documents as a PDF file (the link is active 24h) at least one week before the online lecture.

8.2. The Organizer and its lecturers prepare the online seminars conscientiously and to the best of their knowledge, regarding the content and subject matter and taking account of the applicable laws at the time of training.

However, this does not give rise to liability for any pecuniary or nonpecuniary loss for the written and verbal contents as well as for the software used in the seminars by the Organizer and its lecturers.

The foregoing does not affect liability for proven intent and/or gross negligence.

the lecturers to provide any legal and/or tax advice during the online seminars. Case studies are hypothetical and only serve illustrative purposes.

8.4 The lecture materials are prepared with the greatest care using official sources. However, no liability is accepted for their accuracy or completeness. Only the officially published texts are legally valid and binding. Likewise, any proposed solutions to the exercises are suggestions and non-binding.

9. Attending Seminars at a Later Date/Leave of Absence

If the Participant has failed to attend certain seminars he/she can attend them during the course in the following year without incurring any additional costs. In addition, it will be possible to take a leave of absence for the current course. The Participant can then continue the

goodwill by the Organizer and are offered on the condition that the subsequent course takes place. The Partcipant bears the risk of changes and cancellation in accordance with Clause 6.

10. Cancellation

10.1 Applicants may cancel their application for admission in writing within two weeks of receiving the Confirmation without having to give any reason. Details are contained on p. 2 of the Application Form (Notification of the Right of Cancellation).

10.2. In the event of valid cancellation the performances of both parties shall be returned and any benefits obtained surrendered. If the Applicant is unable to return the performance he/she has received either in full or in part, he/she shall pay appropriate compensation.

10.3. Compliance with the deadline for cancellation shall be determined by the date of the postage stamp.

10.4. If the Applicant cancels after the deadline provided for in 10.1, the entire Participation Fee shall be payable.

11. Payment Conditions

11.1. The Participation Fee shall be payable upon receipt of the invoice within the period specified therein. The Participation Fee shall be paid to the Organizer in accordance with the payment method indicated on the Application Form. Payment is effective once the amount appears on account of the AWA AUSSENWIRTSCHAFTS-AKADEMIE GmbH.

11.2. The Applicant can pay the Participation Fee of EUR 19,800 (excluding VAT) in three instalments of EUR 6,600 each. The first instalment is payable on the last day of the month preceding the start of the course and at six-monthly intervals thereafter on the last day of the relevant month.

Alternatively, the Applicant can pay the full amount in one sum. In this case, the Applicant shall be entitled to a 5 percent discount on the total Participation Fee (= EUR 18, 810) provided that payment is made before the course begins.

11.3. The Participation Fee shall not cover:

> the matriculation fee,

8.3. It is expressly pointed out that it is neither possible nor permitted for > costs for additional study aides (computer, legal texts and other reference works),

> communication costs incurred by the students and

> travel, accommodation and living expenses.

11.4. The Participation Fee does not contain any VAT. The MCA Course is exempt from VAT in accordance with § 4 no. 21a (bb) UStG.

11.5. The Applicant shall pay the whole Participation Fee whether he/ she attends the course of studies or not, regardless of fault. Should the Applicant not be able to attend seminars owing to exceptional circumstances (e.g. illness, pregnancy, relocation) he/she may be able to attend the same or similar modules or individual seminars in later courses in accordance with Clause 9.



12. Examinations

Examinations during the MCA Course are governed by the Examinations Code ("Prüfungsordnung") currently in force.

13. Liability

The Organizer excludes claims additional to those referred to under Clause 6.1, except injuries to life, body, health or other injuries caused by the Organizer's gross negligence. In particular, the Organizer shall not be liable for any damage caused to persons or things that arise during the travelling to and from the venues.

14. Confidentiality and Data Protection

14.1. The Applicant consents to the Organizer saving and evaluating his/her data for the purpose of processing the Application and in the event that he/she is admitted to the course, forwarding such data to participants and lecturers, including those situated in third countries Information of a confidential nature (such as the invoice address and qualifications) shall not be forwarded.

14.2. The Applicant also confirms that all the details provided in his/ her application are complete and accurate to best of his/her knowledge.

14.3. The Organizer GmbH uses the Participants' personal data contained on the "Application From for Admission to the Master's in Customs, Taxation and International Trade Law", which forms part of this contract, for processing applications and carrying out the Master's course. The Organizer collects and processes such data as the solely responsible party within the meaning of the EU General Data Protection Regulation only for its own purposes and free from customer instructions. On application for the MCA course, the Organizer will collect the personal data required for carrying out the MCA course.

14.4. Please note that online seminars are recorded in accordance with 7.4. By applying for the Master's programme, Participants also give their consent to the recording. This is a condition for participating in the online seminars. If consent is withheld, Participants can either refrain from speaking in the seminars or cancel their participation.

14.5. The Applicant shall receive copyrighted course materials and is not permitted either during or after the MCA Course to sell or forward these materials to third parties as photocopied or digital documents.

14.6. The Applicant shall treat all information relating to other participants and lecturers in the strictest of confidence.

15. Final Provisions

15.1. For the purpose of processing the Application, the Organizer shall save and evaluate the details contained therein and forward them to lecturers and other participants of the same MCA Course in order to perform the contract.

15.2. In addition, the Organizer shall send the Applicant relevant information material in the future. The Applicant can inform the Organizer that he/she does not wish to receive such information at any time.

15.3. By signing and returning the Application Form, the Applicant acknowledges that he/she is legally bound to comply with these General Terms and Conditions of Participation.

15.4. Collateral agreements shall be made in writing. Unilateral reservations and/or conditions shall not form part of the contract. Any contractual clauses that do not comply with the requirement of writing shall be invalid.

15.5. If individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining terms and conditions shall remain unaffected. In accordance with the applicable law, the invalid provision in question shall be replaced by one that most closely reflects the aim pursued by the invalid provision. Should there be any gaps in these Terms and Conditions, the parties shall agree on a provision or on an existing provision being applied in a way that equates to the provision they would have agreed upon had they taken the relevant matter into account. All legal disputes arising from this contract shall be decided according to German law. Münster shall be the legal venue.