

AYURVEDA ACADEMY THE NETHERLANDS

AYURVEDA PRACTITIONER STUDIES

Student Statute | January 2024

TABLE OF CONTENTS

Article 1 General
Article 1.1 Content
Article 1.2 Scope
•
Article 2 Participation
Article 2.1 Entry Requirements
Article 2.2 Registration
Article 2.3 Payments & Cancellation
Article 2.4 Additional Costs
Article 3 Program
Article 3.1 Language
Article 3.2 Quality Assurance
Article 3.3 Study Counseling
Article 3.4 Certification & Diploma
Article 3.5 Attendance Requirement
Article 3.6 Online Classes General
Article 3.7 Online Classes Participation
Article 3.8 Teaching Materials
Article 4 Education and Examination Regulations
Article 4.1 Testing & Test Levels
Article 4.2 Requirements for Qualification
Article 4.3 Re-examinations
Article 4.4 Extensions
<u>Article 4.5 Attending Examinations</u>
Article 4.6 Examination Results
Article 5 Liability
Article 6 Privacy Regulation
Article 7 Complaints Procedure
Article 8 Final Provisions

Article 1 | General

Article 1.1 | Content

- 1. This Student Statute regulates the legal position of those who fall under the scope of this statute as described in Article 1.2.
- 2. The rights and obligations associated with the legal position are also determined by:
 - a. The law and resulting regulations
 - b. The decisions taken by the Management of Ayurveda Academy The Netherlands B.V.
 - c. What is outlined in this Statute

Article 1.2 | Scope

This Student Statute applies to Students who participate in the HBO-compliant Ayurveda Practitioner Studies (APS) at the Ayurveda Academy The Netherlands (AAN) with Chamber of Commerce number 90877535.

Unless otherwise mentioned, the APS refers to both the four-year Ayurveda Practitioner training and the two-year Nutrition and Lifestyle Counselor program.

Article 2 | Participation

Article 2.1 | Entry Requirements

- 1. The minimum age to be admitted to the APS is 18 years. Exceptions are possible after consultation with the Examination Board and the Directors.
- 2. The APS is at HBO-Bachelor level. For admission, the Student must have:
 - a. A completed HAVO education or a comparable level of thinking and working (for International Students: HAVO-equivalent education / high school diploma) or higher
 - b. Excellent written and spoken command of the English language
 - c. Attended one of Ayurveda Academy The Netherlands' Information Events (webinar, open day or conversation with Directors)
 - d. Submitted in full all relevant application documents and fees

Article 2.2 | Registration

- 1. Fully completing the registration process is a prerequisite for registration into the APS.
- 2. When registering, the Students are expected to:
 - a. Fill in the registration form and related questions, available on the website
 - b. Upload a motivation letter, profile photo, copy of passport, and HAVO or higher level educational diploma
 - c. Agree to Ayurveda Academy The Netherlands' Student Statute
 - d. Pay the Application Fee (see further in Article 2.3)

- 3. Following a successful registration, the Student is required to pay either the full tuition fee (early bird) or a deposit within the announced deadline (see further in <u>Article 2.3</u>).
- 4. Applications are handled in order of receipt. Registration takes place according to the date of completion of the registration procedure. If there is a waiting list, the Student will be notified via email and contacted if a place becomes available.
- 5. Any study program can be demanding on a physical, mental and emotional level. Upon registration, the Student confirms they are in balanced health. The Student must have a positive impact on the study environment. In exceptional circumstances, the Student may be requested to leave the APS, if their participation negatively affects their health or the class environment.
- 6. The Academy reserves the right to deny admission to any applicant.

Article 2.3 | Payments & Cancellation

- 1. Upon registration, the Student must pay a non-refundable €125 Application Fee.
- 2. Participation in the APS is only possible after payment of the annual Tuition Fee, or the first installment thereof, prior to the start of the academic year.
- 3. In case of an "Early Bird" Fee, the entire amount must be transferred in one payment before the deadline announced on The Academy's website.
- 4. In case of a "Standard Fee" or "Payment in installments", a €350 deposit has to be made to confirm your registration before the announced deadlines.
- 5. The Standard Fee or the First Installment must be paid before July 1 of the upcoming academic year. In case you sign up after July 1, this fee has to be paid immediately upon registration. In case of payment in installments, the respective dates for the remaining tranches will be communicated separately and are non-negotiable.
- 6. During the 14-day thinking period a Student can cancel their registration. All payments, with the exception of the non-refundable Application Fee, will then be reimbursed within 15 working days. After this period, payments become non-refundable.
- 7. If, due to unforeseen circumstances, participation is canceled:
 - a. before July 1, the Tuition Fee, excluding €350 deposit/administration cost, will be reimbursed.
 - b. after July 1, the Tuition Fee, excluding €750 administration and production cost, will be reimbursed.
- 8. Students will be granted the right to proceed with their studies, after completing the respective study year (<u>Article 3.4</u>, <u>Article 4</u>) and after paying the Tuition Fee by the announced deadlines. If a Student does not comply, the studies cannot be continued.
- 9. Ayurveda Academy The Netherlands reserves the right not to start the Study Year if there are insufficient participants. Paid Tuition Fees will be refunded within 15 working days after official communication on the Study Year cancellation.
- 10. Participants will be informed at least one month (August 1) before the start of the academic year in case the program will not start.
- 11. If the Student stops the program after the start of the Study Year, the Tuition Fee will not be refunded and any remaining installments must be paid.
- 12. Cancellation of participation in the APS can only take place after sending an email to: academy@ayurvedanetherlands.com.
- 13. The Tuition Fee is exempt from Dutch VAT on the basis of the CRKBO exemption granted to Ayurveda Academy The Netherlands.

- 14. Ayurveda Academy The Netherlands reserves the right to adjust the prices of the program annually. Price changes are communicated to the Students by email at least three months before the academic year starts.
- 15. In case of unforeseen circumstances in which the government imposes regulations or limitations, AAN reserves the right to postpone, cancel or continue the Ayurveda Practitioner Studies online. The Academy is not to be held liable for the changes or responsible for refunds of any fees.

Article 2.4 | Additional Costs

Where applicable to the Student, the following additional costs apply to the APS:

Year	Description	Amount
All years	Academy manuals and readers (<u>Article 3.8</u>)	Ca. €150 per year
All years	Additional books and literature	Ca. €150 per year
All years	Extra mentor meeting (<u>Article 3.3</u>)	€60 per hour
All years	Second re-examination / Entry test (<u>Article 4</u>)	€150 per exam
All years	Transfer Fee (Article 3.5)	€300 per transfer
Year 1	One-off application fee (<u>Article 2.3</u>)	€125
Year 1	Deposit (subtracted from Tuition Fee)	€350
Year 1	Residential - room and board (Article 3.5)	Ca. €400
Year 2/4	Professional liability insurance with Balens Netherlands (obligatory) (<u>Article 5</u>)	€65 per year
Year 4	Internship India - flight & visa, room & board	Ca. €2200
Year 4	Research Paper Track & Final Paper Submission	€150 (late submission) €300 (switching track)

Article 3 | Program

Article 3.1 | Language

- 1. The language of instruction of the APS is English. Excellent written and spoken command of the English language is therefore one of the admission requirements.
- 2. Dutch Students are allowed to hand in assignments in Dutch only when the respective teacher is Dutch-speaking.

Article 3.2 | Quality Assurance

The APS education is at HBO level (equivalent to a Bachelor degree education). The quality of the APS is under the control of the SNRO when accreditation is granted.

Article 3.3 | Study Counseling

In order to support the APS progress, every Student is supervised by a Student Mentor and the Teachers. The Student counseling system is comprised of the following components:

- 1. The online Learning Management System (LMS) provides access to the required study materials. It gives Students the opportunity to view tests, homework assignments, reports and monitor overall study progress.
- 2. At least once a year the Students participate in an individual meeting with the Student Mentor. During the meeting, the learning progress is reviewed and the Students get the opportunity to share their experience and set personal development goals.
- 3. If more guidance is needed, the student can request this through the Student Mentor or by contacting the Student Coordinator at academy@ayurvedanetherlands.com. Extra costs will apply (Article 2.4).

Article 3.4 | Certification & Diploma

- 1. The APS is a 4-year part-time study program, which is built in three levels:
 - Level 1: Year 1 and 2 consist of an average of 70 ECs in total (35 ECs per year)
 - Level 2: Massage Module Professional & Online Ashtanga Hrydayam Module consist of 30 ECs in total (15 ECs each)
 - Level 3: Year 3 and 4 consist of 100 EC in total and is considered one education block
- 2. To obtain a Certificate or Diploma, the attendance requirement (Article 3.5) and the education and examination regulations (Article 4) apply. At the successful completion of Year 2, the Certificate for Nutrition and Lifestyle Counselor is obtained. At the end of the 4-year APS, the Academy awards the Bachelor Ayurveda Practitioner Diploma to Students who fulfill the study requirements. Official APS Certificates for completion of all other study years are available digitally, upon request.
- 3. For Students who take the re-exam and/or have not finished their assignments, the Certificate/Diploma will be issued only after completion of all study requirements. Students who fail to meet these, will not be allowed to proceed into the following year.
- 4. Students have the option to delay their studies for a maximum of one year, after which they need to repeat the respective year; or restart their studies.

Article 3.5 | Attendance Requirements

- 1. An attendance requirement of 75% per year applies for Students and is monitored by The Academy and Teachers. If it is not possible for a Student to participate in a class, they are obliged to immediately inform the Student Coordinator. Students are responsible for catching up with the missed material.
- 2. Attending classes online is allowed only for modules which do not explicitly require in-person presence. In such cases, the Student Coordinator needs to be informed in advance, otherwise the Student will be considered absent. See further in Article 3.6.
- 3. Links of class recordings (where applicable) are available for Students for 14 days after a class (unless otherwise announced). See further in Article 3.6.

- 4. In the event of premature APS termination or an interruption, longer than one study year, by a Student, no claim can be made for replacement lessons. The relevant APS Year must be repeated. The financial consequences have to be paid by the Student.
- 5. Students wishing to postpone their studies, can only do so with the permission of the Directors and after a written motivation, sent via email. Extra administration costs and the difference in Tuition Fee apply (Article 2.4).

Article 3.6 | Online Classes General

- 1. Unless otherwise instructed, it is always advised to be physically present for class. Attending online, where applicable, is granted to Students with a valid reason, and when communicated to the Student Coordinator in advance.
- 2. Streaming and recording will only be done for theoretical classes. Practical classes, demonstrations and group work will be restricted due to the nature of the tasks. All such classes must be attended in person.
- 3. All streaming and recording will be organized by the Academy's accounts and take place on Zoom.
- 4. For educational purposes, and for absent students, most classes will be recorded and made available for up to 14 days after class. All Students joining a class consent to the recording. After the 14-day period, the recordings will be permanently deleted.
- 5. Students are not allowed to make any audio or video recordings of any class (online, in-presence or hybrid), without the explicit permission of the Teacher.
- 6. The use of recordings is strictly limited to personal study use. Recordings may not be downloaded, made public, used on social media, for unauthorized purposes, or distributed in any other way, without the prior consent of the Academy.
- 7. The Academy and/or a Teacher can decide not to make a class recording at their own discretion. Upon a Student's explicit request, sent to the Student Coordinator, a recording can be deleted, prior to the 14-day period.
- 8. Streaming is dependent on the internet connection. The Academy cannot be held responsible for connectivity problems that diminish the quality of the streaming, or make it altogether impossible.

Article 3.7 | Online Classes Participation

- 1. Online participants need to be on time and keep their camera on at least at the start of a class, so that the teacher can make a note of their attendance.
- 2. Online students are not to freely ask questions, outside of the Q&A moments, as that is disturbing for the class atmosphere. They need to have their microphones muted.
- 3. In-class students should be mindful of the hybrid setting of most classes and that Teachers need to be attentive to both groups. In-class students should support the Teacher, where possible, in order to provide the best possible setting for all students.

Article 3.8 | Teaching Materials

1. In the course of the Academic Year, the Student receives course readers, manuals and study books at an extra cost (Article 2.4).

- 2. At the start of the study, the Student receives a login for the Learning Management System (LMS), which is the main APS learning platform. In case of study discontinuation or graduation, the LMS account will be retained for one year, then deleted.
- 3. At the beginning of each Academic Year, Students receive an annual class schedule, which includes teaching days, important deadlines, examinations and locations. The same is also available in the LMS. Ayurveda Academy The Netherlands reserves the right to adjust the curriculum, class schedule and class locations throughout the Academic Year, if circumstances require adaptations.
- 4. The copyright of all material created by Ayurveda Academy The Netherlands lies with the Academy and the respective Teachers. The material printed for Students is their property and explicitly for personal use. The Content may not be duplicated and/or distributed.
- 5. It is forbidden to make audio and video recordings during lessons and use the online study material for purposes other than APS related ones (Article 3.6, Article 6).

Article 4 | Education and Examination Regulations

Article 4.1 | Testing & Test Levels

- 1. The Academy has two types of tests: summative and formative. Summative tests are assessed with a grade; formative meant for individual learning process, not graded.
- 2. Students' progress will be assessed through formative and summative tests, assignments and exams. The schedule of all tests for the respective year can be found in the study schedule and the Learning Management System (LMS).
- 3. Testing is done according to the six test levels of Bloom: knowledge, insight, application, analysis, synthesis and evaluation. In general, the first three levels are mostly applied in Year 1 & 2; and the other levels in Year 3 & 4.
- 4. Depending on the type, tests can be administered online; on location; or in the presence of an external examiner.

Article 4.2 | Requirements for Qualification

- 1. To qualify for a Certificate of Completion of the respective year, the following must be completed with a 'sufficient' grade (i.e. 5.5 or higher):
 - o all summative tests (graded)
 - o all assignments during the year (passed, no grading)
 - o all formative tests (passed, no grading)
 - o where applicable, a final yearly exam, consisting of various components, where each component weighs a given percentage towards the final grade.

2. Assignments

o All assignments need to be handed in before the end of the academic year. If a Student is not able to complete these in time, they need to contact the Student Mentor or Student Coordinator.

- o In case the Student is not able to hand in all assignments by the given deadline (or agreed extension thereof), and has failed to timely discuss his/her options with the Academy, the student can not proceed to the following year.
- o Teachers grade late assignments at specific moments, not an ad-hoc basis. Students who have failed to submit their assignments on time, will only receive a grade at the next upcoming grading moment. Students are urged to submit their assignments on time in order not to hinder their study progress.

Article 4.3 | Re-examinations

- 1. In case a summative test has not been passed, the Student gets a re-examination opportunity. The first resit is included in the Tuition Fee. Additional resits are charged (Article 2.4).
- 2. In case a Student cannot attend a test or a re-sit, then it is the responsibility of the Student to timely inform the Academy. If the student fails to do so, the Teacher has the right to fail the respective summative test.
- 3. In case a Student does not pass or attend the exam or re-exam, their progression to the next academic year may be hindered. Such cases will be discussed on a case-by-case basis.

Article 4.4 | Extensions

- 1. All Students are expected to complete the respective academic year. If the Student wishes to make use of a study extension, s/he is able to interrupt their study for a maximum of one year. In this case, the Student should timely contact the Academy to discuss options.
- 2. In case students wish to continue their studies in a subsequent year, this should be approved by the Directors. In case of approval, the Academy charges administration costs (Article 2.4). The Academy can reject such a request in case the size of the group will get too big or in case of a negative study advice.
- 3. The total duration of the 4-year-program should not be longer than 6 years. Exceptions to this can only be admitted by the Directors.

Article 4.5 | Attending Examinations

- 1. Students must be on time for on-location examinations. In case a Student is more than 15 minutes late, they can be refused access to the exam. In the last 30 minutes of exams, no Student may leave the space as this becomes disturbing for others.
- 2. In case a Student has a question for the examiner, their hand should be raised and no talking is allowed. The examiner will approach the Student.
- 3. In case of online examinations, these will be opened and closed at strict times, communicated in advance. Students are responsible for being on time.
- 4. Talking to fellow students during an exam is absolutely forbidden. Students risk being disqualified and thus not passing the exam.
- 5. Students with dyslexia or health issues are allowed 30 minutes extra time. These Students should inform the Academy prior to the exam.

Article 4.6 | Examination Results

- The Academy will inform the Students about their results at the latest two weeks after the examination.
- 2. The Academy, Teachers and exam committee are end-responsible for correcting and assigning grades.
- 3. The Academy will only provide the overall examination results. Specific exam content will not be shared.
- 4. A grade list of summative and final tests can be provided upon request.

In the case of disagreement with the exam results:

- 1. The Student should contact the Academy's Operations Manager, who will propose a solution or bring the issue to the Directors.
- 2. Possibility for appeal: The Academy does everything possible to solve all complaints. However, if the Student does not agree with the solution, they can turn to a third independent party: the FONG. The ruling of the FONG is binding (<u>Article 7</u>).

Article 5 | Liability

- 1. All study locations, equipment and materials must be treated with respect. Any damage must be reported immediately to the Student Coordinator. In the event of damage, the costs will be charged to the person who caused it.
- 2. Attending one's belongings during class is the Student's personal responsibility and liability. AAN is not liable for damage to Students' personal belongings.
- 3. If a Student unexpectedly causes damage to a fellow Student, the Student in question will be held liable. The Student is considered to have personal liability insurance.
- 4. Ayurveda Academy The Netherlands is not liable for personal injury sustained on location or during the lessons.
- 5. The Student must follow the instructions of the Teacher when it comes to safety.
- 6. The Student is personally responsible for consulting a doctor before class, if there are any health problems or pregnancy. If it is not clear to the Student whether participation in a specific lesson is possible, the Student should discuss in advance with the Teacher.
- 7. If the Student starts giving consultations and treatments during the training, s/he must take out liability insurance with Balens.
- 8. In case of classes taking place outside of the usual teaching locations of the AAN in The Netherlands, such as the internship, the Academy's liability through Balens Insurance, is covering only and strictly situations in the educational classroom and teaching settings; as well as educational situations with clients. In all other instances outside of the educational environment, the Student is end-liable and responsible for their own insurance.
- 9. Although we strive to provide Students with all relevant information in advance via the LMS, the website and the study material, no rights can be derived from this and we are not liable for any errors therein.

Article 6 | Privacy Regulation

Ayurveda Academy The Netherlands is bound by the GDPR (General Data Protection Regulation). All personal data will therefore be treated with strict confidence and only used for administrative purposes. Basic administration includes:

- 1. Name
- 2. Address details
- 3. Place of residence
- 4. Phone number
- 5. Email
- 6. Date of birth
- 7. Relevant education
- 8. Any health complaints / medicines that should be taken into account

Ayurveda Academy The Netherlands is committed to maintaining the confidentiality and security of personal data that it collects for legitimate business purposes, in accordance with its privacy policy, outlined here. Data from the basic administration will not be provided to third parties, unless the Student has given written permission to do so.

Article 7 | Complaints Procedure

Ayurveda Academy The Netherlands does everything possible to serve in the best interest of Students. However, if a serious complaint occurs, please follow the following procedure:

- 1. Contact the person in question directly and attempt to resolve the issue.
- 2. If you are not able to solve the problem directly, send a written account of the complaint to academy@ayurvedanetherlands.com. Make sure to include a clear description of the issue, all relevant information, and written correspondence, if any.
- 3. Within 15 working days the Student shall receive a reaction on their complaint. If the issue is too complex, it may take longer, in which case the Student will be informed.
- 4. Possibility for appeal: The Academy does everything possible to solve all complaints. However, if the Student does not agree with the solution, they can turn to a third independent party: the FONG. The ruling of the FONG is binding.
- 5. All complaints are confidential. The complaint will be kept in file for two years.

Article 8 | Final Provisions

This Student Statute is valid from: January 2024.

In case this Statute or the law do not provide, the Directors of Ayurveda Academy The Netherlands will decide.

It is at the Academy's absolute discretion to take measures when this Student Statute is not respected. Please respect and comply with the principles and guidelines set out here.

Ayurveda Academy The Netherlands reserves the right to unilaterally change these terms and conditions. The amended conditions will be sent to the Student. If the Student is a natural person, not acting in the exercise of a profession or business, and the new conditions bring about a substantial change, the Student is entitled to terminate the agreement prematurely.