Agreement

Introduction

Welcome to Woolf.

It is an honor to welcome you to Woolf and the academic community. Woolf exists to promote academic excellence, broaden access to higher education, and guard values that are humane, democratic and international. Above all, Woolf values freedom of thought, freedom of inquiry, and freedom of expression. We look forward to the unique contributions that you'll make to your community while you pursue this degree.

Below you will find three registration documents: the Woolf Agreement, the College Agreement, and the Program Enrollment Agreement, which will outline the roles and responsibilities of each party, and outline the earliest possible start and completion dates of your program.

These documents are legally binding contracts and signatures are required to ensure that you are signing with the intent to enroll in a program offered through Woolf and our member colleges. Please do read them carefully.

The agreements are not themselves an offer of acceptance for admission, but are the first step in that process. Once these forms are submitted, your admission criteria will be reviewed, and hopefully, formally approved by the Academic Board of the member college in which you are seeking enrollment.

We hope you will thrive in this innovative intellectual community and find Woolf and its member colleges to be an excellent place to prepare you for your future role in the world. Congratulations again on the opportunity, and we wish you the best as you seek to join the Woolf Academic Community.

Dr. Uoshua Broggi Head of Institution

Woolf agreement

This document outlines the roles and responsibilities of Woolf and its relationship with you. The section below contains a series of acknowledgements that outline the relationship and governing documents and policies which will affect you as a member of Woolf. Please carefully review the acknowledgements. By signing this agreement you agree that you have read, understand and agree to be bound by each statement.

Informed Consent

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I understand that Woolf is a collegiate Higher Education Institution with member colleges, who all share the same standards of quality assurance while maintaining substantial independence over their internal affairs. While Woolf holds all member colleges to rigorous standards, colleges are directly responsible for the delivery and instruction of individual programs, which falls outside of Woolf's direct responsibilities. For more information on this please consult the College Agreement.

9K

I acknowledge that I have reviewed, agree to abide by, and have familiarized myself with the policies set forth in the Policy for Quality Assurance found at: https://woolf.university/legal/quality-assurance-eu. I understand that I, and member colleges are bound by the Policy of Quality Assurance, and failure to comply with any policies stated in the Policy for Quality Assurance can result in disciplinary action up to and including dismissal from the Program.

9K

I understand and agree to bind myself to the Terms document, which includes the Acceptable Use Policy and the Technology Agreement. I understand that this information is subject to change without notice and remains binding. The Terms document can be found at https://woolf.university/legal/terms.

9K

By submitting my Agreement, I understand and acknowledge that I will be required to interact with the Woolf site and I agree to the Privacy Policy, including the Data Sharing Clause. I understand that this information is subject to change without notice and remains binding. The Privacy Policy can be found at: https://woolf.university/legal/privacy.

9K

I acknowledge that I have reviewed the Woolf Academic Handbook, which is available at https://help.woolf.university/the-woolf-academic-handbook. If I have any questions, issues or concerns I will consult-https://help.woolf.education or https://help.woolf.education.

9K

I understand that I am governed by the above mentioned and other policies, and in the event of a conflict between documents, The Woolf Policy of Quality Assurance overrides the Privacy Policy and Terms, which override the descriptions of the module(s)/course(s)/degree offering(s) I am choosing to pursue on the Woolf platform, which overrides the Woolf Academic Handbook, which overrides a College handbook, should one exist.

9K

I have carefully reviewed the red flag procedure located both in the Policy of Quality Assurance and the Woolf Academic Handbook. I understand if, when, and how to escalate any issues or complaints that may arise during my time enrolled or any disciplinary actions I may face by failing to adhere to Woolf's Community and Academic Standards. I understand that the red flag procedure also governs areas of dispute resolution, but does not preclude the student from seeking other legal remedies.



By submitting my Agreement, I understand and acknowledge that in the event a member college has provided an agreement which is in direct contradiction or cannot be rectified against a term or provision of the Agreement that I will be bound and subjected to the requirements of this agreement with the relevant term or provision severed from the member college agreement.



I understand and agree that any dispute or claim arising out of, or in connection with this agreement, breach thereof, or any unresolved disputes related to instruction provided to me during the course of the Program, shall be settled by binding arbitration in the City and County of San Francisco, California under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this action.



I understand that if any term or other provision of this agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by rule of law or public policy, such term or provision will be modified by such court to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant term or provision shall be severed, and the remaining terms of this agreement will continue to be valid and enforceable to the fullest extent permitted by law.

College agreement

This document outlines the roles and responsibilities of your Woolf member College and its relationship with you. The section below contains a series of acknowledgements that outline the relationship and governing documents and policies which will affect you. Please carefully review the acknowledgements. By signing this agreement you agree that you have read, understand and agree to be bound by each statement.

Terminology Table

College Administering Instruction: Data Science Institute (henceforth the "College") College Legal Entity: Data Science Institute
College Legal Address: 13 Adelaide Road, Dublin, D02 P950 Ireland

Informed Consent



I am signing this agreement to join the College, a Woolf member college. The College may have its own criteria, standards, requirements and culture and I agree to abide by those standards, as well as the Woolf standards.



I understand that, just like I am, the College is governed by the documents outlined in the Policy of Quality Assurance, Privacy Policy, Terms and Woolf Academic Handbook. In the event of a conflict between documents, The Woolf Policy of Quality Assurance overrides this agreement, which overrides the Woolf Privacy Policy and Terms, which overrides the COLLEGE TERMS, which override the descriptions of the program(s) I am choosing to pursue, which overrides the Woolf Academic Handbook, which overrides a College handbook, should one exist.



I understand that concerns or complaints against the College should utilize the red flag procedure as outlined in the Woolf Policy of Quality Assurance.



I understand that the College and the staff members of the College will be responsible for providing any and all instruction for the program that I have signed up for.



I understand that the College is solely responsible for all admission criteria and determines if I am admitted into the program that I am applying to. Information about admission criteria and process are outlined in the Policy of Quality Assurance.



I acknowledge that I have reviewed any Academic Handbook that the College has provided, if one should exist.

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I understand that the College may or may not offer employment or career services. If it does, I understand that the College is responsible for any outcome related areas such as employment or career services, and that any guarantees or marketing claims surrounding the outcome or employability associated with the program are at the discretion of the College and not Woolf or its other Collegiate partners. Should I believe misrepresentation has occurred I agree to highlight concerns through the red flag procedure.

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I understand that, notwithstanding anything contained in this agreement, or elsewhere, I will not be entitled to a refund, if I raise a refund request for tuition or course fees paid to the college for a program, 30 days after the beginning of instruction of the program.



I understand that the the Woolf, the College and the program/courses offered by the College are not accredited/approved by the Indian University Grants Commission, or any other Indian regulatory authority and that the Association of Indian Universities may not accord equivalence to foreign degrees that have been obtained for studies undertaken through online/virtual modes.

Program Enrollment Agreement

This Agreement is a legally binding contract, upon which you, the student, are signing under the intent to enroll into a course or program offered through Woolf. Admission to a course or program is granted for a specific term, specified below, and is not open-ended for the future. Admission is subject to review and approval by the Academic Board for the member college you are seeking to enroll in.

Your acceptance of this agreement attests that you have read the agreement in its entirety and have agreed to the terms and conditions stipulated within, including the sections noted in the Woolf Agreement, College Agreement, the Program Agreement, and that you acknowledge and agree to the Informed Consent Sections of said Agreements.

You hereby agree to pay any tuition and fees associated with the program(s)/course(s) in which you are enrolling and Woolf, or its member college, agrees to provide instruction in the program(s)/course(s) listed. You acknowledge that some courses may require the purchase of materials, or incur other costs for their successful completion, that are outside of the tuition and fees associated with the program(s) or course(s). These additional costs are publicly available and outlined on Woolf's website.

You, Woolf, and Woolf's member colleges agree to abide by the duties and default clauses listed below. Additionally, Woolf and its member college, like you, agree to abide by the conditions, requirements and restrictions outlined within this agreement.

Dr. Joshua Broggi Head of Institution

Grainne Barry
Dean of Data Science Institute

Grainne Barry

Date: 06 October 2023 Date: 06 October 2023

Terminology Table

Name: Jerry Kiely (henceforth the "Student")

College Administering Instruction: Data Science Institute (henceforth the "College")

Typical Program Duration: 8 months Earliest Possible Start Date: October 2023 Typical Completion Date: June 2024

Program Name: Postgraduate Diploma in Data Science (henceforth the "Program")

Program Hours: 1500 hours

Program Level: Malta - ECTS Accredited (EQF7)

Program Area: Data Science Program Cost: 5,200 USD Modality: Fully Online

License Authority: License number 2019-015 under The Malta Further and Higher Education Authority (MFHEA)

Educational Program Address: 66, Apt 5, Old Theatre Street Valetta VLT 1427 Malta

Informed Consent

Please review the acknowledgements below. By signing this agreement you agree that you have read, understand and agree to be bound by each statement below.

I acknowledge I am enrolling in Woolf to pursue the **Program**. The **Program** is delivered in the **Modality** at the **Program Level** and **Program Area** listed above.

The Program is offered under Woolf, a licensed higher education institution authorized under the **License Authority** listed above. The Program will be administered by the **College** listed above.

The Program is administered online from the school's license address at the Educational Program Address listed above.

In order to complete the **Program** I am required to complete the total **Program Hours** listed above, at a total cost equal to the **Program Cost** listed above through a proprietary online platform.

I understand and agree that should I seek an additional enrollment in a program(s) not covered within this agreement, I will be required to sign an additional agreement outlining coverage for those offerings. These additional offerings will be at the stated price of that agreement, and I will agree to pay any tuition and fees associated with the additional offerings.

The **Program** is an academic program provided by Woolf and is administered and taught primarily online in English, unless otherwise specified on the degree profile available on the website, by the **College**, a constituent member of Woolf.

The **Program** confers an academic degree or academic credits and does not itself constitute a professional credential/license.

I understand that the **College** is solely responsible for all admission criteria and determines whether I am admitted into the program to which I am applying. Information about admission criteria and process are outlined in the Policy of Quality Assurance.

I have reviewed and understand the entry level requirements, structure of the program, intended learning outcomes, teaching, learning and assessment procedures for the **Program** located at https://woolf.university/academic/degrees.

Woolf's administered programs are accredited under **License Authority**. I understand that each country, state, province and/or region has its own standards, policies and requirements which may be beyond the scope of the **Program** to support. Additionally, I understand that the **Program** may not be authorized or recognized in all jurisdictions and I undertake this program for the sole purpose of academic fulfillment and disclaim all warranties associated with jurisdictional oversight or restrictions.

I understand that Woolf does not, at this time, provide any employment/career services, nor does it guarantee any employment outcomes associated with the **Program**. Woolf is not responsible for the employment services provided by the **College**, or for their claimed employment outcomes. Should I believe misrepresentation has occurred I agree to highlight concerns through the red flag procedure as outlined within the Academic Handbook and the Policy of Quality Assurance.

I acknowledge that if I have departed the **Program**, voluntarily or involuntarily, that I may or may not be able to return to it, either to finish or add to my existing courses/degree, and that returning is solely at the discretion of the member college which I attended. I understand that I will be responsible for the associated program costs which may be incurred.

I acknowledge that I may have the option to use the courses and their credits that I have taken in this **Program**, and count them towards a different degree or alternative outcome. This use of credits may not be available in all Programs and is at the discretion of Woolf and the College. I understand that should this possibility be available to me I will be informed of my options. I also understand and acknowledge that the terms of this agreement will apply mutatis mutandis to that degree or alternative outcome.

I understand that the **Program** may require me to purchase additional learning materials or incur other additional marginal costs including but not limited to travel, software applications, or computer hardware - and that such costs are not included in this Enrollment Agreement and are at the discretion of member colleges. The cost of additional materials are published on the Woolf website for each individual module.

I understand that during my participation in the **Program**, I will access my courses, assignments, and interact with staff and other students through the Woolf website. Once enrolled, I will receive access to the portion of the site which will allow me to enroll in specific cohorts and to gain access to general institutional information, **Program** information, the asynchronous materials that are part of my **Program**, and other information pertinent to the **Program**.

I understand that completing the **Program**, particularly the synchronous portion, may require the use of third party software which may be integrated through Woolf's or the **College's** site, but have their own Terms and Conditions which I have read and agreed to.

While taking exams or otherwise participating in the **Program**, I may be required to submit information to verify my identity, including biometric data, or record my screen to detect potential academic misconduct. Failure to adhere to these requirements, or any action deemed to be academic misconduct, may result in disciplinary action up to and including dismissal from the **Program** without a refund.

Woolf does not guarantee refunds. If you would like to cancel your purchase and receive a refund, then promptly email payments@woolf.university. Refund requests are evaluated on a case-by-case basis. Requests for a refund more than 30 days after the beginning of instruction are not normally accepted. The **College** may have a different Tuition Cancellation and Refund policy, which may be more inclusive and provided by the **College** to the **Student**. Nothing in the above will restrict students from taking further action under the Consumer Affairs Act of the governing jurisdiction.

I acknowledge that this **Program Enrollment Agreement** adds to the previously signed sections and agreements, specifically the Woolf Agreement and College Agreement, and I agree to abide by all of the terms and conditions outlined in those previous agreements.

I acknowledge that I have read the Duties and Default Clauses for both the Educational Institution (the **College**) and the Student as located below.

Duties of the Educational Institution

- Provide to the student the teaching, assessment and other educational services for which the student is enrolled and the educational institution shall take all the steps which are reasonably within its power to provide these educational services in accordance with the terms of this agreement.
- Guarantee the students' rights, including the right to obtain assessment results upon the successful completion of all necessary assessment requirements of the programme or parts thereof.
- Provide formal, clear, and fair procedures for handling student issues in relation to appeals from the result.

Duties of the Student

- Disclose to the educational institution full, and accurate academic and personal information as required for applications for admission, registration, enrollment and regulatory reporting purposes.
- Inform the educational institution if there are any changes to the academic or personal information that was provided at admission, registration, or enrollment stage as soon as is reasonably feasible.
- Fulfill all the academic requirements of the educational programme, including: participating in lectures/tutorials or other guided learning activities, submitting coursework and/or assignments on time, participating in all course-related activities, and adequately preparing and sitting for examination(s) and/or assessment(s).
- Abide by any statutes, regulations, rules, and policies which are in place in the educational institution and jurisdiction of the institution which apply to students.
- Overseas students are required to furnish to the educational institution any changes in their contact details, which include their residential address and telephone number in both their country of residence and where they are undertaking their studies, following the completion of their studies.

Default Clauses for the Educational Institution

In the event any of the following circumstances occur, the educational provider shall be deemed to be in default of the student agreement:

- The educational programme does not start on the agreed starting day or on the day agreed with all students enrolled for the course, without being adequately informed with the valid reasons for the delayed start.
- The educational programme ceases to be provided at any time after it starts, but before it is completed.
- The educational programme is not provided to the student, according to local or foreign licensing and accreditation terms and conditions, due to a condition or restriction imposed on the educational institution by the Malta Further & Higher Education Authority in accordance to the regulations in S.L.607.03 or due to the revocation, by the Malta Further & Higher Education Authority, of the applicable license or accreditation in accordance to S.L.607.03. Provided that where the intending student or the student has withdrawn from the programme before the day on which such circumstances arise, the educational institution shall not be deemed to be in default.
- The educational institution fails to issue all examination and other assessment results to the student upon the student having completed all the necessary assessment requirements of the programme or parts thereof.

When the educational institution is in default, the agreement will be terminated and the student will, where applicable, be refunded the tuition fees which would have been paid up to that day and any other expenses. For Malta based students, travel based expenses that have been pre-paid will be reimbursed.

Default Clauses for Students

The student is in default and not eligible for a refund of tuition fees and any other expenses (unless otherwise permitted):

- When the student withdraws from the programme either before or after the agreed starting date.
- Where the student, not having previously withdrawn from the programme, fails to start the programme on the agreed starting date.
- Where the student fails to pay an amount, they are directly or indirectly liable to pay the education institution in order to undertake the programme.
- Where the student misrepresents themselves or breaches a condition of a student visa.

Signed on 06 October 2023 by:

Jeremiah Fintan Kiely