

## **APPENDIX III – STUDENT CONTRACT**

# **Student Contract (Undergraduate) Effective September, 2018**

### **PREAMBLE**

The Mico University College (“The Mico”) believes it is important that all applicants understand the key terms, conditions and regulations of their acceptance to the University College, which will be used in guiding their relationship with the institution. It is important that all applicants become familiar with this document.

## THE CONTRACT

### 1. Introduction

- 1.1. This document governs the relationship between you and The Mico University College for all periods during which you are a student at the University College.
- 1.2. This Contract shall apply following your acceptance of an offer of a place at The Mico.
- 1.3. In addition to this document, the following documents also form part of the Contract and you agree to observe them: - (a) Your offer letter; and (b) The Financial Information Form.
- 1.4. You also agree to observe the Student Regulations in accordance with Clause 4 of this Contract.
- 1.5. The terms concerning that accommodation on any of The Mico's halls of residence will be set out in a separate agreement.

### 2. Offers and registration

- 2.1. On acceptance of an offer and on compliance with all conditions set out in the offer, you will be entitled to register with The Mico for the academic year set out in the offer. You must register in accordance with the instructions provided and by the established deadline.
- 2.2. On registration you will become a Student Member of The Mico University College.
- 2.3. You may be permitted to register with The Mico if:
  - a) you show your identification documents in person to The Mico's authorized personnel.
  - b) you have provided complete and accurate information in any and all documents relating to your application;
  - c) you have established that you do not have any criminal convictions
  - d) you have provided adequate references attesting that you are an upstanding citizen
  - e) you are financially cleared in accordance with the School Fee Policy; and
  - f) you have met the conditions set out in your offer letter.
- 2.4. You register each semester for the duration of your Programme no later than 14 days after the start of the semester. You will be entitled to register for the semester provided that:
  - a) you have paid the requisite Tuition Fees and are financially cleared in accordance with the School Fee Policy;
  - b) you have not been granted leave of absence or have withdrawn from The Mico;
  - c) you have not been convicted of a criminal offence that, had it existed at the time of your application or first registration you would not have been permitted to register. Details of any criminal convictions received during your time at The Mico **must** be disclosed;
  - d) you have met the relevant progression requirements for the previous semesters / years of your Programme; and
  - e) you have not been suspended.

### 3. Cancellation

- 3.1. You may cancel this Contract within 14 days of your acceptance (the Cancellation Period); without giving a reason, but must inform The Mico in writing.

- 3.2. If you cancel your acceptance within the Cancellation Period, any tuition fee paid will be refunded in full to the person/entity submitting the payment, (the miscellaneous fee is non-refundable). If you cancel after the Cancellation Period, tuition fees paid will be refunded as per the Refund Policy. Please note that after 8 weeks, you will not be eligible for refund.

#### **4. The Student Regulations**

- 4.1. You agree that you will observe the regulations in the Students' Handbook, which may be found on The Mico's website: [www.themicouniversitycollege.edu.jm](http://www.themicouniversitycollege.edu.jm) .
- 4.2. The regulations in the Students' Handbook are part of The Mico's policies and procedures and contain important information about the expectations that The Mico has of you as a student and the relevant procedures and processes to be followed. These include but are not limited the standard of behaviour expected (including how academic misconduct is dealt with), engagement with your studies and attendance at classes, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your programme, to graduate and how your programme and examinations (including assignments) will be assessed. The regulations in the Students' Handbook set out how you can raise complaints and concerns to The Mico, including how to challenge examination results and your degree classification.
- 4.3. The Mico reserves the right to make reasonable changes to the regulations in the Students' Handbook.

#### **5. Your Programme**

- 5.1. Following your registration, The Mico will, subject to this Contract, provide you with a place in the programme set out in your offer letter ("the Programme"), and will make reasonable efforts to deliver your Programme as described in the relevant printed or online prospectus for the period.
- 5.2. The Mico reserves the right to vary arrangements of its programme, beyond The Mico's reasonable control; and in these circumstances, will seek to minimise the impact on the student learning experience.
- 5.3. The Mico will provide continued assurances of the standard and quality of the award. Students will be informed of any changes to the delivery of the curriculum, provision of learning support, services and facilities by The Mico as soon as is practicable.

In addition to any exceptional circumstances which might prevail, The Mico will be entitled to make reasonable changes to its courses and effort will be made to keep such changes to the minimum necessary to achieve the required quality of experience. Changes will be communicated with students in advance of implementation. Queries and objections (with reasons) may be directed to your Programme Coordinator or Department Head. If The Mico changes a course, students who are not satisfied with the changes will be offered the opportunity to transfer to another course after consultation with the Programme Coordinator or Department Head, or, if required, to withdraw and be given reasonable support to move to another university.

- 5.4. The Mico will provide teaching and learning support associated with its Programme with reasonable care and skill and shall further use reasonable endeavours to assess your progress and provide you with accurate and timely feedback on your academic work.

- 5.5. Provided that you have met all requirements and obligations – academic, administrative and financial, and otherwise complied with the regulations in the Students’ Handbook, The Mico will confer on you any award to which you are entitled.

## **6. Fees**

- 6.1. The University charges tuition fees for its programmes, which are detailed in the “Financial Information” Form issued by the Bursary. There are additional miscellaneous fees, which must also be paid in order for students to be registered.
- 6.2. You agree to be bound by The Mico’s School Fee Policy and to ensure that your Tuition Fees and Miscellaneous Fees are paid in accordance therewith.
- 6.3. If you are in breach of the School Fees Policy The Mico reserves the right to prevent your registration for subsequent semesters, to withhold your results and to not permit you to graduate.

## **7. The Mico’s obligations to you**

- 7.1. The Mico will use its reasonable efforts to provide you with appropriate access to a number of academic and other resources, including:
- a) The library and suitable learning support resources, including access to online learning resources, as is applicable to your programme;
  - b) IT infrastructure, including a The Mico email account and access to the electronic student management system;
  - c) Pastoral support; and
  - d) Employability and placement advice and support.
- 7.2. The Mico will have in place and make available to you appropriate regulations and policies, to govern your Programme and your time as a student of The Mico.

## **8. Your obligations to The Mico**

- 8.1. You agree that the information provided on your application form and any other document is complete and accurate.
- 8.2. You understand that following registration you are a student member of the University community and agree that as such you will conduct all affairs and interactions in accordance with The Mico’s core values and codes of conduct and ethics.
- 8.3. You agree that you will familiarise yourself with and adhere to the policies and regulations stated in the Students’ Handbook and other regulations and policies that are brought to your attention, and to submit to the discipline of The Mico.

You will use the email account assigned, as well as, the relevant virtual learning environment for all electronic communications with The Mico. You understand that following your registration, all formal communications will be done using your The Mico e-mail account (unless The Mico agrees otherwise). It is therefore expected that you will check your email account daily. The Mico will therefore not be held liable for your being unaware of any information sent to your email account.

- 8.4. You agree to use the e-mail facility in accordance with the protocols established by The Mico, including but not limited to the code of conduct as outlined in the Student Handbook.

- 8.5. You agree to honour the tenets of The Mico The Mico Pledge and hence to ensure that:
- i. Your appearance and conduct both inside and outside the institution enhances the highest traditions of The Mico, and you will do everything in your power to raise the standards of The Mico in conduct, work and games.
  - ii. You will never, by word or deed, try to lower the standard of any other student or make it harder for him or her to maintain his or her ideals.
  - iii. You understand you may be required to leave The Mico, at whatever stage, if you are not making sufficient progress or you are in any way unfit to remain a student or become a teacher and you will abide by the decision of the Authorities and accept it as final.
- 8.6. You agree to participate in **all** The Mico's functions, activities and procedures, including those stipulated in the Students' Handbook, and announced through The Mico's communication systems. (This participation forms part of the Professional Development requirement for programme completion and graduation).
- 8.7. You agree to be responsible for your learning and to pursue your studies conscientiously, using the resources and opportunities made available to you, in accordance in accordance with your Programme requirements.
- 8.8. You will take reasonable care of the health and safety of yourself and others within The Mico community and will co-operate with The Mico in fulfilling its obligations regarding health and safety.
- 8.9. You agree to keep the contact information provided to The Mico up to date and inform The Mico promptly of any changes.

## 9. Complaints

- 9.1. The Mico has in place procedures as per the Student Handbook, setting out how complaints against it may be made.
- 9.2. If you are an applicant to The Mico, you may raise a complaint or an appeal about the manner in which your application was handled with the University College Registrar.
- 9.3. Following registration, you may raise a complaint about your Programme or any other aspect of The Mico's service in accordance with the Department Head.
- 9.4. If your complaint cannot be resolved in the manner set out in clauses 9.2 and 9.3 above, you may direct your complaint to a Vice President, and then to the President of The Mico.

## 10. Termination

- 10.1. By you:  
You may withdraw from The Mico and terminate your registration and this Contract at any time. To withdraw from The Mico you **must** give notice, in writing, to the University College Registrar. Notice takes effect on receipt.

- 10.2. By the University:  
The University may, as is applicable, withdraw its offer for you to continue or terminate your registration and void this Contract for reasons detailed in the Student Regulations, or if you otherwise materially breach this Contract:
- 10.3. On termination of your registration and this Contract you are required to pay any outstanding Tuition Fees immediately, in accordance with the School Fee Policy, along with any other debt owed to The Mico.
- 10.4. On termination of your registration and this Contract you are required to return to The Mico your ID card and all other The Mico property.

## 11. Changes to this Contract

- 11.1. Changes are permitted to this Contract, with good rationale in writing to the Registrar. Changes with respect to programmes, deferment, leave of absence, etc., will be done outside of this contract.
- 11.2. No changes requested by you will be binding on you or The Mico unless they are agreed in writing by The Mico.
- 11.3. The Mico reserves the right to make amendments to this contract, giving students written notice.

## 12. Data Protection

- 12.1. The Mico will collect, hold and process data relating to you (“personal data”) in order to meet its obligations to you under this Contract.
- 12.2. By accepting an offer of a place at The Mico, you agree to allow The Mico’s processing your personal data for the purposes described above.
- 12.3. The Mico may disclose appropriate personal data, including sensitive personal data, to third parties, where there is legitimate need or obligation, during or after your period of study.
- 12.4. The University will promote its Data Protection Policy and Guidelines as guidance for The Mico’s staff, students and others who process personal data on behalf of The Mico to ensure they understand their rights and responsibilities when processing any personal data (including where students are processing personal data as part of their studies).

## 13. Other important terms

- 14.1. This Contract is personal to you. Neither this contract nor your rights may be transferred to anyone else; nor does anyone else have any rights under it.
- 14.2. Each of the paragraphs of this Contract operates separately.
- 14.3. Notices
- a) Any notice given under this Contract will be in writing.
  - b) The Mico will send any notice to you either to your term-time address/home address and/or by email to your University email address.
  - c) You must send any notices either by post (to The Mico University College, 1A Marescaux Road, Kingston 5) or by email, marked for the attention of:

|                        | <b>Title</b>                | <b>Email</b> |
|------------------------|-----------------------------|--------------|
| Prior to registration  | The Head of Student Affairs |              |
| Following registration | The Mico Registrar          |              |

14.4. In the event of inconsistencies between the Contract and any other contract information provided to you, the Contract shall prevail.

14.5. This Contract is governed by the laws of Jamaica.

By signing below, the Student acknowledges that he/she has read and understood the terms and conditions herein and has agreed to the same.

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*Name of Student*

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*Signature of Student*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Name of The Mico Officer*

\_\_\_\_\_

*Signature of The Mico Officer*

\_\_\_\_\_

*Date*