

EUR Regulations for the Dispute Resolution Committee for Non-initial Education 2023

These Regulations were adopted by the Executive Board on 22 December 2022.

These Regulations enter into force on 1 January 2023.

Preamble

[Article 1.3 of the Higher Education and Research Act \(WHW\)](#) enables the EUR to offer 'non-initial education'. This education does not have a basis under public law and, for that reason, the WHW does not provide for the regulation of the duties, powers and legal protection of those involved in non-initial education. The persons enrolled in these programmes provided by the EUR are Participants and not students or external students within the meaning of the WHW.

The provision of non-initial education is therefore governed by private law. The Participant is a consumer. Consequently, any dispute about this education must be submitted to the civil court.

The EUR aims to limit any legal proceedings before the civil court wherever possible, in the interest of all the parties involved. For this reason, the EUR has set up a Dispute Resolution Committee for Non-initial Education (GNIO) for the non-initial education provided by the EUR. The GNIO is authorised to resolve disputes between non-initial education programmes of the EUR and Participants by issuing binding advice. The procedure to be followed is laid down in the EUR Regulations for the Dispute Resolution Committee for Non-initial Education.

In deciding on Disputes, the GNIO issues binding advice as referred to in [Article 7:900\(2\) of the Dutch Civil Code \(DCC\)](#). This authority to issue binding advice derives from the general terms and conditions agreed between the EUR and the Participant, or the education and examination regulations. In order for a dispute to be handled by the GNIO, a Participant must indicate their consent for the GNIO to handle the dispute. The Participant is also free to submit the dispute directly to the civil court.

The GNIO is authorised to deal with Disputes in the testing and assessment sphere of a Participant in Non-Initial Education. It should be noted in this respect that the GNIO assumes the expertise of an examiner with regard to determining the assessment of a Participant's knowledge and skill. As a result, it is not possible for Participants to have the GNIO consider a substantive (re)assessment of their knowledge or skill. Procedural aspects of the assessment can, however, be examined by the GNIO.

If the GNIO has issued binding advice, this advice can only be set aside by the civil court if it is of the opinion that the GNIO's advice is contrary to good morals or public policy or is unacceptable according to standards of reasonableness and fairness ([Articles 7:902 and 7:904 DCC](#)).

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Chapter I - Definitions

Clause 1.1 – Definitions

1. In these Regulations, the terms below have the following meanings:
- Advice Binding advice as referred to in [Article 7:900\(2\) DCC](#), in the form of a determination agreement;
 - GDPR General Data Protection Regulation;
 - Awb General Administrative Law Act;
 - Administrator The person who is charged with the performance of administrative tasks on the instructions, in the name and under the responsibility of the Executive Board (in an administrative law sense) and the EUR (in a private law sense);
 - Administrative Units An organisational unit established by the Executive Board, within which the administration is conducted by the Administrator, as referred to in the BBR-EUR;
 - Decision Decision by an examiner or board of examiners of, or person authorised to decide on admission and registration for, Non-Initial Education;
 - DCC Dutch Civil Code;
 - Executive Board Executive Board of the EUR, administrative body as referred to in [Article 1:1\(1\)\(a\) Awb](#), the executive board as referred to in [Article 1.1.\(j\) WHW](#);
 - Participant The person following Non-initial Education, not being a person concerned within the meaning of the WHW;
 - Electronic security Any form of electronic encryption that restricts the ability to edit a document, including but not limited to:
 - Security by means of a password, an electronic signature and/or other forms of encryption;
 - Blockade on copying and/or curtailment of the possibility of reproducing a document digitally or otherwise by printing and/or sharing electronically.
 - EUR The legal entity under public law Erasmus Universiteit Rotterdam;
 - Dispute Conflict between the Parties regarding a Decision on which the GNIO gives binding advice;
 - GNIO Dispute Resolution Committee for Non-initial Education; the permanent dispute resolution committee established by the Executive Board;
 - Lawyer A person who may use the title of *meester* ([Article 7.20\(1\)\(b\) WHW](#));
 - Non-initial education Non-initial education provided by EUR, including the classes, training programmes and courses offered by EUR Administrative Units;
 - Research The collection of information and the issuing of Advice regarding the extent to which a Dispute being handled is well founded;
 - Parties Participant(s) and/or Respondent;

- Personal data Any information relating to an identified or identifiable natural person ([Article 4\(1\) EU GDPR](#))
 - Supervisory Board Supervisory Board of the EUR;
 - Regulations The EUR Regulations for the Dispute Resolution Committee for Non-initial Education 2023;
 - Judge Judge in the civil court;
 - Written/In Writing By letter or email;
 - Secretary Secretary of the GNIO;
 - Excusal The decision not to sit on the GNIO for the handling of a Dispute;
 - Respondent The EUR, represented by the board of examiners or other persons authorised to take a Decision on behalf of the EUR;
 - Chair The person appointed by the Executive Board as Chair of the GNIO and who chairs the GNIO during the handling of the Dispute;
 - Working days All days with the exception of a Saturday, Sunday or public holiday;
 - WHW Higher Education and Research Act;
2. Where a singular term is used in these Regulations, this may also be read as the plural and vice versa.

Chapter II – General

Clause 2.1 - Disputes

1. The EUR has appointed the GNIO for the resolution of Disputes between Participants and Non-initial Education provided by the EUR.
2. A Participant can submit a Dispute to the GNIO if he/she disagrees with a Decision.
3. The GNIO's task is to settle a Dispute by issuing Advice.

Clause 2.2 – Confidentiality

1. Every Dispute will be treated confidentially. All those persons who are directly or indirectly involved in the procedure must observe confidentiality with regard to everything they learn about it.
2. The GNIO can institute further investigation into a breach of confidentiality.
3. Following the verification of the breach of confidentiality, the GNIO can take further measures to protect confidentiality. These measures can extend to the manner in which the Parties are heard and whether or not documents and reports (or access thereto) are provided.
4. Confidentiality during the handling of the Dispute does not apply to the exchange of information between the Secretary, the GNIO, other persons specifically designated for the handling of the Dispute or to disclosure based on a statutory obligation to authorised police and judicial authorities in the context of legal proceedings.
5. Confidentiality after the Advice has been issued does not apply to the Parties in so far as the information is shared with other (judicial) bodies for the purpose of establishing the truth.

Clause 2.3 - Processing of personal data

1. The Personal Data collected and processed by the GNIO are necessary for the settlement of the Dispute and the provision of Advice ([Article 6\(1\)\(c\) GDPR](#)).
2. The Personal Data collected by the GNIO shall only be provided to other organisations on the basis of a legal obligation or to other bodies, after the end of the dispute handling, for the purpose of establishing the truth.
3. Personal data will be processed in accordance with the EUR Privacy Policy.

Chapter III - The GNIO

Clause 3.1 - Appointment

1. The Executive Board appoints the Chair and the members for a period of four years. The Chair and members may be reappointed.
2. The Chair is not part of and does not work under the responsibility of the Executive Board.
3. The members of the Executive Board, the members of the Council, the Administrators and the Confidential Advisors are not eligible for appointment as Chair or member.

Clause 3.2 - Composition and Excusal

1. The GNIO advises with three members, including the Chair, and includes a Lawyer.
2. The Dispute will be handled by a GNIO of which the Chair and members are not or have not been involved in any way in the Dispute or the Parties.
3. The Chair or a member of the GNIO can Excuse themselves.

Clause 3.3 - Dismissal

1. A Chair or member can be dismissed from the GNIO by the Executive Board, after having been heard, if there are compelling reasons to do so in the opinion of the Executive Board.
2. A Chair or a member may request termination of the appointment to the GNIO at any time. This request will be granted immediately without decision making by the Executive Board.
3. Membership of the GNIO lapses by operation of law if a position is accepted that is incompatible with membership of the GNIO, as referred to in [Clause 3.1\(3\) of the Regulations](#). The relevant person is deemed to inform the Secretary of this without delay.

Clause 3.4 – Secretary

1. The GNIO will be assisted by a Secretary who takes into account the Chair's instructions when performing the work.
2. The Secretary conducts all correspondence on behalf of the GNIO.

Clause 3.5 - Remuneration of the GNIO

1. The Respondent covers the full costs incurred by the GNIO. This includes:
 - a. the administration costs, amounting to EUR 145;
 - b. the attendance fee to be paid to the Chair and members of the GNIO as described in paragraph 3;
 - c. the actual wage costs of the Secretary valued at scale 12, step 10, CAO-NU;
 - d. location costs, including room rental and catering;
 - e. experts engaged by the GNIO; and
 - f. Translation costs English - Dutch, Dutch - English.

2. The costs referred to in the first paragraph at b, c and d will only be charged if the GNIO handles the Dispute substantively.
3. The Chair and the members of the GNIO will receive compensation in accordance with the EUR Attendance Fee and Indemnity Regulations EUR adopted by the Executive Board.

Clause 3.6 - Working method

1. The GNIO advises exclusively on Disputes submitted by Participants in the context of [Article 7:900 DCC](#).
2. The Chair is in charge of the Investigation.

Chapter IV – Procedure

Clause 4.1 - Regulations concerning the Dispute

1. The Dispute will be submitted to the GNIO In Writing and in the Dutch or English language.
2. If the Dispute is drawn up in a language other than Dutch or English and a translation is necessary for the Dispute to be handled properly, the Participant must provide for a translation. If the Dispute is drawn up in the English language, the Respondent must reimburse the costs of translation.
3. The Dispute has been signed by the Participant, contains the Participant's name, participation number, address, email and telephone number, date, description of the Decision, the grounds of the Dispute and, if possible, a copy of the Decision to which the Dispute relates.

Clause 4.2 - Submission of Dispute

1. The period for submitting a Dispute is six weeks, which period starts on the day after the Decision has been announced by means of sending or handing out. If the Dispute is directed against the failure to take a Decision on time, the Participant is not bound by a time period.
2. The Dispute has been submitted in a timely fashion if it has been received before the end of the period mentioned in paragraph 1. If sent by post, a Dispute has been submitted in a timely fashion if it was posted before the end of the term, provided it was received no later than one week after expiration of the term.
3. If the Dispute is submitted after the end of the period referred to in paragraph 1, the Dispute will not be declared inadmissible due to the time period being exceeded if it cannot reasonably be assessed that the Participant was in default.
4. The GNIO will confirm receipt of the Dispute In Writing to the Participant.

Clause 4.3 - Non-handling of the Dispute

1. A Dispute will not be handled if:
 - it is a Dispute involving the evaluation of the knowledge or ability of a Participant who has been examined in that regard or assessed in any other manner, or it is a Dispute involving the determination of assignments, evaluation standards or further rules for that examination or testing;
 - the GNIO's request to remedy a default or supplement has not been complied with in good time;
 - the Dispute has already been or will be decided on by a court ruling.

2. The Parties shall be notified In Writing by the GNIO as soon as possible of the decision not to handle the Dispute.

Clause 4.4 - Representation

1. If a Party is represented on the basis of an authorisation, the documents relating to the case will be sent to the authorised representative.
2. The authorisation must be issued In Writing, accompanied by date and signature by the Participant and his/her authorised representative.
3. If a Party is represented by a lawyer, Written authorisation as referred to in paragraph 2 can be omitted.
4. Any costs of representation will be borne by the party that is being represented. The Participant may be eligible for subsidised legal aid from the Legal Aid Board. See www.rechtsbijstand.nl.

Clause 4.5 – Witnesses and experts

1. At the request of the Parties, witnesses and experts may be heard, provided that the GNIO has been notified of this In Writing at least ten calendar days prior to the hearing, stating the personal details of the witnesses and experts. Unless the Chair decides otherwise, the report that witnesses or experts will be brought to the hearing will not result in the hearing being adjourned.
2. Any costs of hearing such witnesses and experts shall be borne by the Party relying on the witnesses or experts brought by itself.
3. The GNIO can consult witnesses and experts, whether or not associated with the EUR. A report will be drawn up of this consultation. The Parties are present during the consultation and are given the opportunity to ask questions. In the case of experts consulted by the GNIO, the Respondent must reimburse the costs for this.

Clause 4.6 - Non-verifiable declaration

1. The GNIO will disregard a declaration that cannot be verified.

Clause 4.7 - Immediate urgency

1. After having received a request to that effect from the Participant, the Chair can grant preliminary relief if the immediate urgency of the situation requires this.
2. Before taking a decision on this request for preliminary relief, the GNIO forwards the request to the Respondent asking that the latter submit to the GNIO a reasoned response to the request within five Working Days.
3. If the Respondent's response entails an award of the request for preliminary relief, a settlement has been reached and the request for preliminary relief will not be handled.
4. If the Respondent's response entails a rejection of the request for preliminary relief, the Chair decides, after having heard, or at least summoned the Parties, whether preliminary relief will be granted.
5. The Respondent will send all documents pertaining to the request for preliminary relief to the GNIO and the Participant immediately after the Respondent has rejected the request.

Clause 4.8 - Amicable settlement

1. The GNIO will send the documents regarding the Dispute to the Respondent, with the invitation to determine, in consultation with the Participant, within three weeks whether an amicable settlement is possible. A copy of this invitation will be sent to the Participant.
2. If the contested Decision has been taken by an examiner, the sending referred to in the first paragraph takes place to the particular board of examiners.
3. The Respondent will inform the GNIO within three weeks of receipt of the Dispute and the invitation as referred to in the first or second paragraph of the outcome that has been reached in the consultation, with reasons.
4. The GNIO can, if asked, agree to a request for postponement from the Parties after receipt of a joint Written request to that effect. The ten-week period in which the GNIO must advise will be extended by the period for which the Parties have requested postponement for the exploration of the possibilities of an amicable settlement.
5. If an amicable settlement has been reached, the Participant shall immediately withdraw the Dispute In Writing. The GNIO will discontinue the handling of the Dispute and the Respondent will be informed of this In Writing.
6. If the Dispute is not withdrawn In Writing by the Participant, an amicable settlement has proved impossible and the hearing will be prepared for the handling of the Dispute.

Clause 4.9 - Foregoing amicable settlement attempt

1. The Parties can jointly decide to skip the amicable settlement attempt. The Parties must jointly inform the GNIO of this In Writing without delay, after which the GNIO will prepare the hearing for the handling of the Dispute.
2. The Chair can decide that the attempt to reach an amicable settlement will be omitted if, in his/her opinion, such an attempt is manifestly pointless or will lead to a disproportionate disadvantage for the Participant. In that case, the Chair will determine a period within which the statement of response must be submitted.

Clause 4.10 - Remedying of omission and adjournment of the decision period

1. If the requirements referred to in [Clause 4.1](#) of these Regulations are not met, the GNIO will give the Participant the opportunity to remedy the omission within a period of ten Working Days.
2. The ten-week period within which the GNIO must advise is suspended from the day after that on which the Participant has been requested to remedy an omission until the day on which the omission has been remedied or the period set for that purpose has expired unused.

Clause 4.11 - Suspensive effect

1. The Dispute does not suspend the effect of the Decision against which it is directed.

Clause 4.12 - New Decision

1. The Dispute also automatically relates to a Decision repealing, amending or replacing the contested Decision, unless the Parties have insufficient interest in this.
2. The Respondent shall notify the GNIO of the new Decision as soon as possible.

Clause 4.13 - Withdrawal of Dispute

1. The Participant can withdraw the Dispute In Writing up to and including during the hearing before the GNIO.
2. Withdrawal during the hearing can take place orally. An official record will be made of this.
3. If the Dispute has been withdrawn, the handling by the GNIO shall be terminated immediately. The GNIO will immediately inform the Respondent of this In Writing.

Clause 4.14 - Omission of hearing

1. The hearing can be omitted if:
 - The Dispute is manifestly inadmissible;
 - The Dispute is manifestly unfounded;
 - The Participant has stated that he/she does not want to exercise the right to be heard;

Clause 4.15 - Written preparation

1. If an amicable settlement as referred to in [Clause 4.8 of the Regulations](#) has proved impossible, the Respondent must submit all documents relating to the case within the aforementioned period of three weeks.
2. The GNIO will send a copy of the documents relating to the case as referred to in the first paragraph to the Participant.
3. Additional documents must be received by the GNIO no later than eleven calendar days before the hearing.

Clause 4.16 - Preparation of the hearing

1. As soon as possible after the outcome of the settlement attempt has been established, the GNIO shall determine the place and time at which the hearing will take place.
2. The Parties will be summoned In Writing to appear at the hearing. The summoning notice will, wherever possible, observe a notice period of five Working Days prior to the hearing.
3. The set hearing time will only be deviated from in the event of educational obligations and special personal circumstances. In this context, the Chair determines whether these personal circumstances give cause to reschedule the hearing. The Respondent will be notified of such a decision. The decision period as referred to in [Article 4.18\(1\) of the Regulations](#) will be suspended for the period from the scheduled hearing time to the new time to be set for the hearing.

Article 4.17 - Hearing

1. The Dispute shall be handled in a public session of the GNIO, unless the GNIO decides otherwise at the request of a Party for compelling reasons or of its own motion, or the hearing is foregone ([Clause 4.13 of the Regulations](#)).
2. The hearing shall be conducted by the GNIO or assigned to the Chair or a member of the GNIO. The Chair or member of the GNIO shall inform the full GNIO of the proceedings at the hearing.
3. The Parties will be heard in each other's presence. Separate hearings may be held of the GNIO's own motion or at the Parties' request if it is likely that joint hearings will impede a proper handling or if, during the hearing, facts or circumstances will become known which must remain confidential for important reasons.

4. If the Parties have been heard separately, each of them will be informed of the proceedings during the hearing outside of their presence by the sending of the report.
5. The GNIO can, whether or not at the request of the Parties, omit application of the fourth paragraph of this clause, in so far as confidentiality is required for serious reasons.
6. If documents are submitted to the GNIO during the hearing, the Chair shall give the Parties the opportunity to examine and respond to those documents.
7. The Parties can change the substance of the Dispute and of the defence as well as the grounds on which these are based until the conclusion of the hearing, unless the GNIO is of the opinion that the other Party is unreasonably prejudiced by this change.
8. The GNIO can make an audio recording of the hearing. The recording remains in the possession of the GNIO and will be destroyed either after the time limit for the Dispute has expired or the court has ruled. The Parties will be informed by the Chair at the start of the hearing of the decision on whether or not to make an audio recording.
9. If one or both Parties fail to appear at the hearing, the GNIO shall satisfy itself that the particular Party or both Parties have been duly summoned.
10. If a Party not present has been properly summoned, the hearing will proceed without that Party being present.
11. If it turns out before the conclusion of the hearing that the investigation has not been complete, the Chair can determine that the hearing will be continued at a time to be decided by the GNIO.
12. A short report is made of the hearing and included in the decision.
13. Before the hearing is concluded, the Chair will announce when the Advice will be published.

Clause 4.18 - Language

1. The hearing will take place in the Dutch language.
2. If the Participant does not have a command of the Dutch language, the Participant will be permitted to bring someone to the hearing that is proficient in the Dutch language.
3. The Participant may be assisted by a professional interpreter at his/her own expense. If a request for subsidised legal aid has been granted by the Legal Aid Board, the lawyer can apply to the Legal Aid Board for a subsidised sworn interpreter. See www.rvr.org.

Clause 4.19 - New facts and circumstances

1. If, after the hearing, the GNIO becomes aware of facts or circumstances that may be of substantial importance to the Advice, the Participant will be informed of this and the Parties will be given the opportunity to be heard again.

Clause 4.20 - Advice

1. The GNIO will issue the Advice within ten weeks of receipt of the Dispute, unless postponement is necessary.
2. The Advice is in Dutch. If deemed necessary by the Chair, an English summary will be added to the Advice. The English summary of the Advice is not part of the Advice.
3. The Advice issued by the GNIO reads as follows:
 - a. (Manifestly) inadmissible: The Dispute, despite the fact that the Participant was requested to remedy an omission, does not meet the requirements set in Clause 4.1 of the Regulations or has been submitted without excusable reasons outside the period set [Clause 4.2\(1\) of the Regulations](#);
 - b. (Manifestly) unfounded: the Respondent rightly took the Decision; or

- c. (Manifestly) well-founded: the Respondent wrongly took the Decision and must take a new Decision in response to the conditions set in the Advice;
 - d. Partly well-founded or unfounded: the Decision was partially rightly and partially wrongly adopted.
4. The Parties can ask the Court to set aside Advice from the GNIO if the Advice is contrary to public morals or public policy in terms of content or purport ([Article 7:902 of the Dutch Civil Code](#)) or if the binding force of an Advice in connection with the content or manner in which the Advice was created would be unacceptable according to standards of reasonableness and fairness([Article 7:904 of the Dutch Civil Code](#)). Such a request must be submitted to the Court within two months of the sending of the Advice.

Chapter V - Final provisions

Clause 5.1 - Interpretation

1. In cases not provided for in the Regulations or in the event that the Regulations give rise to multiple interpretations, the Dutch Civil Code serves as the guide and the Chair of the GNIO will decide.

Clause 5.2 - Translation

1. If the Regulations have been translated and a conflict between the translation and the Dutch version arises, the Dutch version shall prevail.

Clause 5.3 - Publication

1. The Executive Board will post the Regulations on the EUR website.

Clause 5.4 - Citation

1. The Regulations are cited as: EUR Regulations for the Dispute Resolution Committee for Non-initial Education 2023.

Clause 5.5 - Previous Regulations superseded

1. All previous regulations and decisions on the GNIO will cease to apply with the introduction of the EUR Regulations for the Dispute Resolution Committee for Non-initial Education 2023.

Clause 5.6 - Transitional regime

1. For cases in which, prior to the entry into force of these Regulations, it was determined by means of general terms and conditions that Disputes can be brought before the GNIO, the GNIO may declare that it has jurisdiction.

Clause 5.7 - Applicable law

1. These Regulations are governed exclusively by Dutch law.

Clause 5.8 - Management of Regulations

1. The Regulations are managed by the EUR's General Administration Service, Legal Affairs Department.