

## Postgraduate Student Terms and Conditions Published August 2020

### University Regulations

1. In accepting an offer of a place at Muscat University you are agreeing to comply with:
  - a. the provisions of all the Regulations of the University that concern registered students
  - b. the documents which are referred to in the Regulations and which supplement them, including the Postgraduate Student Guide, which is issued annually
  - c. the terms and conditions of this document (“these terms”)

**You are strongly advised to carefully read these terms before accepting the offer.**

2. Upon enrolment, you will be given access to Muscat University’s Student Portal where you can access the Postgraduate Student Guide. Please note that the policies and regulations of the University and the Postgraduate Student Guide may be updated periodically to reflect best practice or to improve the running of the university and the student experience. You are required to abide by such changes whilst you are a registered student.
3. You will also be subject to Cranfield University’s rules and regulations, and terms and conditions of enrolment, which you will be provided with under a separate cover.

### Payment of Programme Fees

4. Programme fees are payable annually in advance. Where programmes extend beyond a 12-month period, tuition fees will usually be due for each year of study. The first year’s fees must be paid on or before the initial registration, unless
  - a. satisfactory guarantee of payment has been provided, in the form of a written acceptance of liability to pay from a recognised award making body, an overseas government or a recognised employer or
  - b. a fee instalment payment plan has been confirmed in writing and agreed to by the Finance Department of Muscat University supported by Post Dated Cheques (PDCs).

In the case that the programme fees are paid by a sponsor, your sponsor must provide written evidence of accepting such financial liability before you register at the University. An undertaking from a private individual is not sufficient unless post-dated cheques are provided to cover the total amount of programme fees. If your sponsor fails to honour their commitment to pay your tuition fees, you will be personally liable for their payment to ensure your continuing registration.

5. The fees are subject to annual review.
6. The programme fees include all fees for registration, orientation, refundable security deposit, tuition and the first two examination attempts for each module. The University reserves the right to charge additional fees for changes or extensions to the registration period, for example for additional or remedial tuition and assessment.

7. A four (4PP) or ten (10PP) instalment payment plan may be arranged with the finance department for each academic year.
  - a. 4PP permits students to pay their fees in four instalments and payments must be made by the 5<sup>th</sup> of the following months- September, November, January and March.
  - b. 10PP permits students to pay their fees in ten instalments and payment must be made by the 5<sup>th</sup> of each month (September- June).

All instalment plans must be supported by a Post-Dated Cheque for each of the instalment and all cheques provided at the start of each academic year.

8. The programme fees do not include accommodation and transport costs, or materials required for your private study.
9. Failure to pay your programme fees may result in the early termination of your studies: there is no right of appeal against the decision of the University under these circumstances. Late payment of the programme fees will incur a late payment fee of OMR 25 or 1.5% of the fee owed (whichever is greater).

#### Payment of the Confirmation Fee

10. To accept your place in your chosen programme of study, you must pay a Confirmation Fee of OMR 500 (which is non-refundable) within one month from the day that the Unconditional Offer Letter has been issued.
11. Payment can be made in cash, by cheque or bank transfer (TT). Muscat University only accepts payment in OMR.
12. University banking details are as below:

Account Name : Muscat University SOAC	Account Name : Muscat University SAOC
Bank Name : Oman Arab Bank	Bank Name : Alizz Islamic Bank
Account No : 3101-362404-500	Account No : 001-0020041001-001
SWIFT address : OMABOMRU	SWIFT address : IZZBOMRU

## Fee Refunds

13. A student, who withdraws from a Muscat University course within two weeks following the first day of lectures in the semester in the academic year, will not be liable for Tuition Fees for that course. Tuition fee refunds, excluding the confirmation fee, for dropping out of courses after that period will be as per the schedule below:

Date of Withdrawal	Percentage of Refund
Within 2 weeks from the first day of semester/class	100%
After 2 weeks	80%
After Census Date*	50%
After Mid-semester	0%

*\*Census Date is the date where enrolment into a programme and registration into classes/units are deemed confirmed and no further changes are allowed. Date is usually the end of Week 4 of a particular semester.*

14. You may also be liable to repay any form of grant, bursary or other form of financial assistance already paid to you subject to an apportionment for that part of the course that you attended prior to your withdrawal.

## Other Expenses

15. You are responsible for your own living expenses and therefore must ensure that you have secured the necessary financial resources before starting your programme. Aside from scholarships, no financial assistance will be provided by the University. Students will be notified in writing in advance of registration if they have been awarded a scholarship. In exceptional circumstances, bursaries may be awarded.

## Scholarship

16. The scholarship amount will be applied as a discount on the yearly tuition fees amount.

## Intellectual Property Rights

17. Intellectual property rights (as used in this paragraph) means all rights to inventions, patents, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights, plant breeders rights, know-how, trademarks and all other intellectual property rights, in each case whether registered or unregistered and including all applications, and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist existing now or in the future in any part of the world.
18. Intellectual property may arise or be created by you during work carried out as part of your programme of studies, including in any theses or other work or results prepared and/or submitted by you in the programme of your studies. All such intellectual property shall, except where specifically agreed otherwise in writing between you and the University, belong to and vest in the

University, and all rights in such intellectual property are and shall be assigned to and vested in the University. The University will not withhold permission to publish your work unreasonably.

### Duration of Study

19. The dates in your offer letter indicate the “period of study” associated with the programme you have applied for. For full-time students, this represents continuous study throughout this period. For part-time students, this represents the period within which the University would normally have expected you to complete all elements of the programme.
20. Please note that you will be registered with the University for longer than the defined period of study. Your registration period may also include any approved periods of time relating to the deferment of submission of a thesis, or any re-presentation or correction of a thesis. It will also include the period of time between the submission of the final piece of work for assessment and confirmation of a final result. These terms will continue to apply whilst you remain registered.

### Period of Offer

21. Except where agreed otherwise in writing, an offer of admission will remain open for 30 days only or up to the start date of the course whichever is earlier. Your attention is also drawn to the limited circumstances in which an offer may be withdrawn by the University (see paragraphs 19 and 20).

### Withdrawal of Offer

22. The University reserves the right to withdraw this offer if any of the information provided by you at the point of offer is found to be incorrect or incomplete and not approved by the relevant authorities in the Sultanate of Oman, or if you fail to provide satisfactory information or evidence which confirms that you can meet one or more of the conditions contained in this letter.
23. The University may also withdraw this offer prior to the start of the course if it unexpectedly is unable to provide the advertised course of study. This will only happen in circumstances outside of the control of the University (e.g. unplanned absences of key members of academic staff, changes to external regulatory environments, insufficient demand for a course to the extent where the University believes the student experience would be significantly impacted). In these circumstances, the University will refund any monies already paid to it by you or your sponsor and will endeavour to recommend alternative courses of study which may suit your learning requirements.

### Right to Cancel

24. You have the right to cancel your contract with the University within 14 calendar days of the date on which you accepted its terms and conditions by paying the Confirmation Fee. In the event that this period ends on a non-working day, it will be extended until the next working day. To cancel your acceptance, please send an e-mail to the Admissions Department of Muscat University at [admissions@muscatuniversity.edu.om](mailto:admissions@muscatuniversity.edu.om) providing your name, student ID number, programme of study and the reasons for the cancellation.

## Proof of Identity and Qualifications

25. On registration, you will be required to provide official proof of your identity by presenting your Oman national identity card or your passport. Proof of your academic and professional qualifications are also required. For international students, you must provide proof of your right to study in the Sultanate of Oman.
26. Omani and International student with non-Omani certificates: According to MoHE regulations, if the student's certificates are not recognized by the competent authority in Oman, he/she shall not be enrolled in any HEIs in the Sultanate. Therefore, if your secondary education certificate and/or your undergraduate certificate are issued by an institution outside Oman then you must apply for official recognition from the Ministry of Education and/or Ministry of Higher Education if you have not done yet before you join the programme.
27. To apply for the official recognition of your previous study certificate, please complete the application form and upload your documents onto the MoHE website by following the link: <https://eservices.mohe.gov.om/Student/BundleStudentRegistration.aspx?culture=en> . As soon as you have completed your application please inform us so that we can follow-up directly with the Ministry. It is the student's responsibility to cover any costs charged by the Ministry.

## Original Documents

28. On registration, you must provide the original copy of the following documents:
  - a. Grade 12 certificate, transcript and any other secondary school qualifications or its equivalent (ex. A levels or IB);
  - b. Undergraduate certificate and transcript or its equivalent; and
  - c. English language proficiency certificate.

## Permission to Study in the Sultanate of Oman

29. If you require a visa to study in the Sultanate of Oman, you must ensure that you are in possession of an appropriate and valid visa prior to enrolment. Muscat University Student Services are available to assist you with your visa application.

## Temporary Enrolment

30. If you have received a conditional offer on the programme with the English Language Proficient requirement being the only outstanding condition to be fulfilled, you may be offered temporary enrolment on the programme. Temporary enrolment will not exceed 6 weeks.

In order to obtain temporary enrolment, you must:

- a. Provide proof of registration for an English language certification test to be held within the 6-week period.
- b. Provide the English language certification test results within the 6 week period. Only one test result will be accepted.
- c. Pay in full and in advance for all modules that are being delivered in the 6 week period of your temporary enrolment.

If you fail to fulfil the English Language Proficiency requirement within the 6 weeks you will be asked to leave the programme. There is no right of appeal of this decision. No refund will be given for the

modules followed during the 6-week period.

### Dual degree

31. The Quality Assurance Agency in the UK define Dual Degrees as “The granting of separate awards (and certificates) for the same programme by two-degree awarding bodies who have jointly delivered the programme of study leading to them”. By the completion of your CU programme of study at MU you will be eligible to get two separate degrees. However, for attestation purposes, as a University based in Oman and falling under the jurisdiction of the Omani Ministry of Higher Education, our degrees are attested by this Ministry. The Ministry regulations do not allow for the attestation of both degrees. Therefore, the attestation will be obtained for the Muscat University certificate only.

### Data Protection

32. The University will need to process your personal information (whether supplied by you or by third parties) to process this offer and (if you register as a student of Cranfield and Muscat Universities) to manage your student record and student experience. This will include the University sharing your data with other bodies where this may be required for managing your experience and for statutory or other legal reasons.
33. Your attention is drawn to the University’s Data Protection and Privacy Policy contained in the Postgraduate Student Guidebook. This includes further detail on data sharing with other bodies.

### Support for Students with Disabilities or Learning Difficulties

34. If you are likely to require specific support during your studies due to a disability and/or learning difficulty we invite you to contact the University as soon as possible to allow for a full discussion of support arrangements that can be put in place.

### Governing Law and Jurisdiction

35. In accepting an offer of a place at Muscat University, you are agreeing that the resulting contract between us shall be governed by and construed in accordance with the law of the Sultanate of Oman and you submit to the exclusive jurisdiction of the courts of the Sultanate of Oman.

### Changes to the Advertised Academic Provision

36. The University undertakes to use all reasonable endeavours to provide the necessary teaching, supervision and academic facilities. The University cannot guarantee that teaching or supervision will be provided by any particular named individuals.
37. Our programmes are subject to continuing development and changed circumstances may necessitate alteration to them. Whilst the University makes every effort to keep changes to a minimum, printed literature may become out of date and you should check the website for up to date information. The University will make every effort to provide the programmes as outlined in the prospectus of the University at the time of offer, subject to paragraph 30 below.
38. The University reserves the right to make variations due to circumstances outside of its control (including but not limited to unplanned absences of key members of academic staff, and changes to external regulatory environments), and will make every effort to minimise any disruption to the

student experience. Other circumstances which involve changes to the programme of study (limited to changes to programmes deemed by the University to be beneficial to the learning experience) will only be made in consultation with the registered students affected by the proposed change.

### Limitation of the University's Liability

39. Nothing in these terms shall limit the University's liability to you:
- for death or personal injury resulting from negligence
  - for fraud or fraudulent misrepresentation.
40. The University's liability under or in connection with these terms whether arising in contract, tort, negligence, breach of statutory duty or in any other way, shall not exceed the total of the programme fees paid and due to be paid by you under this agreement to the University.
41. For the purposes of paragraphs 35 and 36 "University" also includes the officers, employees and agents of the University, and those paragraphs may be enforced by such officers, employees, and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.
42. Neither party to this agreement shall be liable to the other arising from matters outside the party's control and which could not have been foreseen or prevented even if that party had taken reasonable care. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems or any other Force majeure events.
43. The Agreement is governed by the law of the Sultanate of Oman.

Date: \_\_\_\_\_

Student's signature \_\_\_\_\_

Student's name \_\_\_\_\_

*Two copies of this document are to be signed. One copy will remain with the student and one copy will remain with Muscat University.*