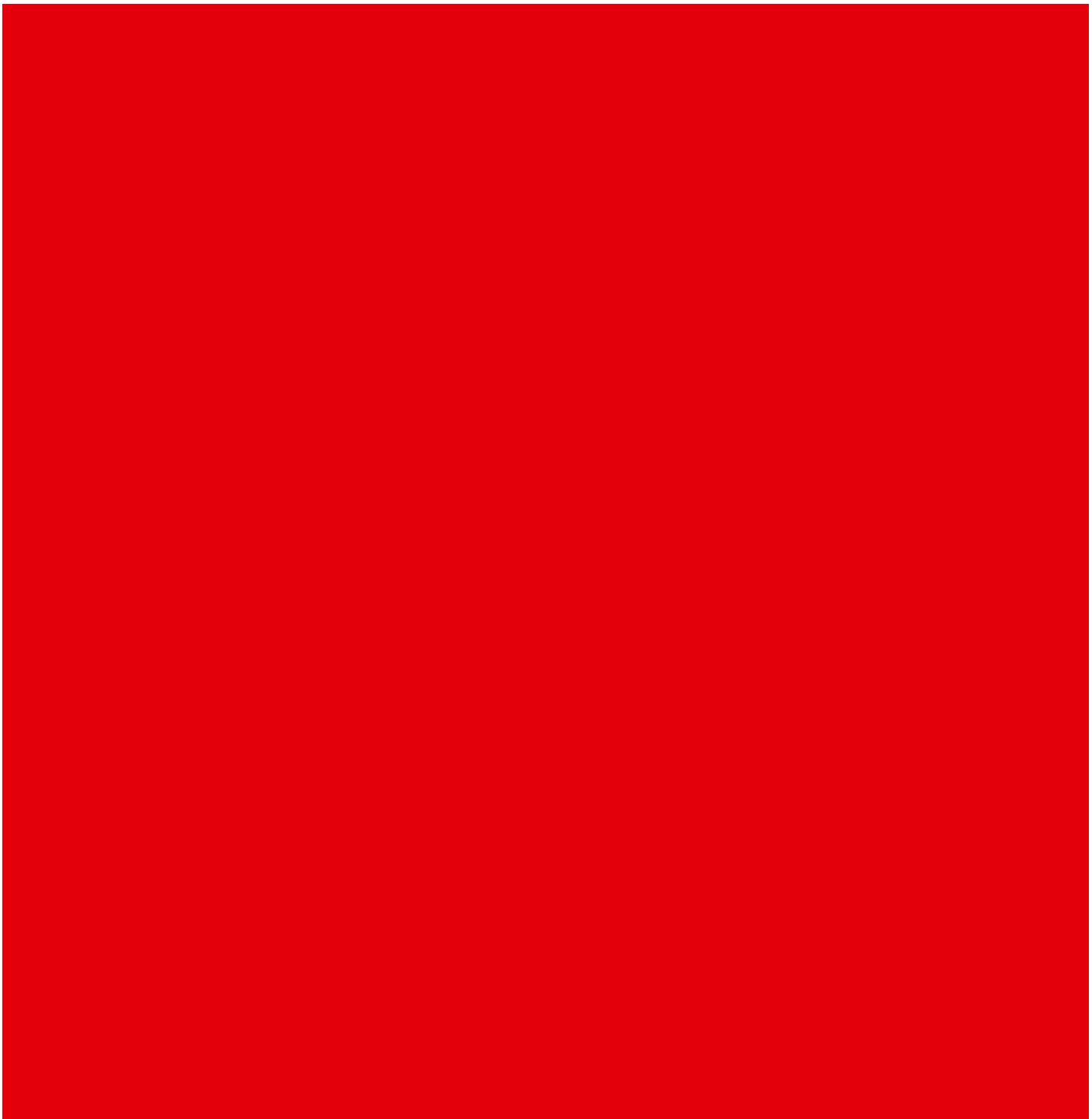


Regulations Emergency Fund



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Paragraph 1. General provisions

Article 1.1. Purpose of the regulations

In these regulations the current procedures and the rights and obligations with respect to financial support from the Radboud University Emergency Fund and the provisions of this financial support have been laid down.

Article 1.2. Scope of the regulations

These regulations apply to all students who are registered for the accredited initial degree programmes of Radboud University.

Article 1.3. Definitions

1. The terms that are used in these regulations – in so far as these terms are also used in the Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek* (hereinafter: the Act)) – have the same meaning that is given to these terms in the Act.
2. Without prejudice to the provision in the first paragraph of the present article, the following terms have the following meaning:
 - a. gift: the amount Radboud University makes available to the student because of special expenses or study expenses;
 - b. loan: the amount Radboud University makes available to the student and which amount is to be repaid by the student.

Article 1.4. Power of attorney Academic Affairs division director

Decisions in the context of these regulations are made by the Academic Affairs division director, or his legal successor, on behalf of the executive board. The division director has the authority to authorise the manager Student Support, or his legal successor, in writing, to execute, in part or in full, the powers that are granted to them under these regulations.

Article 1.5. Digital dispatch of notifications and decisions

Notifications in connection with and decisions pursuant to these regulations are dispatched digitally to the student.

Paragraph 2. Emergency fund

Article 2.1. Setting up the emergency fund and its purpose

1. The emergency fund as meant in these regulations was set up by the executive board in a separate decision dated 19 May 2020. The emergency fund has been set up pursuant to article 7.34 paragraph 1 sub d of the Act.
2. The emergency fund is meant to provide relief in specific financial emergency situations of Radboud University students.

Article 2.2. Financial accounting and reporting

1. Per calendar year, the executive board draws up a financial report, covering the previous calendar year, concerning the emergency fund and it prepares a budget for the next calendar year.
2. Apart from the report referred to in the first paragraph of the present article, the executive board draws up a report containing an anonymised overview of the number of and the nature of the applications in the previous calendar year and the purport of the decisions on the applications made by the executive board.

Paragraph 3. Financial support from the Emergency Fund

Article 3.1. Financial support

1. Upon the student's request, the executive board may offer the financial support referred to in article 3.2 in the event there is a specific financial emergency situation that
 - a. is acute, that is to say a solution by means of an other facility is not possible at the moment the emergency situation occurs;
 - b. is incidental, that is to say it is not a repeated, permanent or structural situation;
 - c. is unforeseen, that is to say the student was unable to anticipate the situation;
 - d. is solvable, that is to say support from the emergency fund offers a realistic and effective solution.
2. The student who still has a repayment obligation as meant in these regulations is not eligible for financial support.
3. The executive board may request the student to substantiate the request referred to in the first paragraph of the present article by providing documents and records.

Article 3.2. Form of financial support

1. The financial support as referred to in article 3.1 consists of
 - a. an interest-free loan
 - b. a gift.
2. The loan is only provided after a loan agreement has been signed by the executive board and by the student. A loan agreement format has been attached to these regulations as Appendix I.
3. The gift is only provided after a statement to that purpose has been signed by the executive board. A format for this statement has been attached to these regulations as Appendix II.

Paragraph 4. Procedure for granting support

Article 4.1. Application for support

1. A student submits the application for a financial contribution from the emergency fund to the executive board in writing. Together with the application, the student submits those documents and records that contribute to the executive board's correct and full understanding of the financial situation of the student or that may be of importance in any other way for the assessment of the application.
2. The application is only handled by the executive board if the student counsellor's recommendation as meant in these regulations has been attached.

Article 4.2. Recommendation of the student counsellor

1. On the basis of at least one meeting with the student, the student counsellor drafts a recommendation for the decision to be taken by the executive board.
2. The student counsellor's recommendation may also include a proposal for a repayment arrangement of a loan.

Article 4.3. Decision on an application

1. The executive board decides on the student's application, taking into consideration the student counsellor's recommendation. If the executive board's decision differs from the recommendation, this departure from the recommendation is substantiated.
2. The decision is taken, in writing, within four weeks after the recommendation on the application has been received. In special cases the executive board may extend or shorten, if so requested, this period of time.
3. If a loan is granted, the repayment arrangement as referred to in article 4.5 is also decided on.

Article 4.4. Provision of a loan or gift

The executive board grants the financial provision directly to the student.

Article 4.5. Repayment of the loan

1. The loan is repaid, at the latest, either before the date agreed on with the student in the loan agreement or within the period agreed upon.
2. The loan is repaid as a lump sum or in monthly instalments, with a maximum of twelve instalments.

Article 4.6. Recovery clause

1. If the student fails to meet the repayment obligation agreed upon, the student receives a written reminder. This reminder can be followed by a payment demand.
2. If the student should still be in default following the notifications referred to the first paragraph of the present article, the executive board decides:
 - a. to revoke the decision to grant an interest-free loan, and
 - b. to claim back the financial support provided. The claim can be assigned to a collecting agency.
3. In the following situations the financial provision granted may also be claimed back:
 - a. if the student's registration is terminated pursuant to article 7.12b paragraph 2 of the Act or pursuant to article 7.42a of the Act;
 - b. if the support has been granted after incorrect or incomplete documents and records have been submitted.

Article 4.7. Remission of a loan

1. In the event the student's present or future financial capacity, realistically foreseeable, should be lacking and the student is thus prevented to repay the loan within the period agreed upon, the executive board may remit the loan, at the student's request, in full or in part.
2. The executive board may ask the student to substantiate the request referred to in the first paragraph of the present article with the help of documents and records.

Article 4.8. Obligations of the student

The student who has been granted a financial provision is obliged to report to the executive board, as soon as possible and in writing, any facts and circumstances that could result in the financial support being withdrawn or adjusted.

Paragraph 5. Legal protection and privacy

Article 5.1. Legal protection

1. The student may raise objections to decisions under these regulations at the executive board, within six weeks following the date of the relevant decision.
2. The student can appeal the decision on the objection at the Administrative Jurisdiction Division of the Council of State (*Afdeling Bestuursrechtspraak van de Raad van State*).

Article 5.2. Privacy

1. The personal data or special personal data provided by the student in the context of these regulations will be appropriately and carefully processed in accordance with the current laws and regulations. More information on the way in which Radboud University processes data can be found on the webpage designed to that purpose.
2. The executive board reports, retrospectively and in general terms, the number and the nature of the applications and the purport of the decisions taken in a report referred to in article 2.2. This report can be inspected by third parties. The executive board ensures that the (special) personal data processed in the context of this report have been anonymised in such a way that these data cannot be traced back to individual applications or persons.

Paragraph 6. Transitional provisions

Article 6.1. Transitional provisions current loans and gifts

With respect to applications for loans and gifts that were submitted before the date these regulations take effect or with respect to gifts or loans that were granted before that date, the rules apply that were in force at the moment the application was made or the loan or gift was granted, unless the executive board decides, at the student's request, that the present regulations apply.

Paragraph 7. Final provisions

Article 7.1. Hardship clause

1. If the application of these regulations were to result in an exceptional case of extreme unfairness, the executive board may depart, on the student's request, from these regulations or not apply them at all. The request for this must be submitted in writing and must state reasons.
2. The authority referred to in the first paragraph of the present article does not provide the executive board with any possibilities to depart from the statutory parameters that are at the basis of these regulations.

Article 7.2. Catch-all provision

1. In any situation these regulations do not provide for, the executive board decides.
2. If there should be any inconsistencies between these regulations and the applicable statutory provisions, the Act prevails.

Article 7.3. Adoption and amendment

1. These regulations are adopted or amended by the executive board.
2. Amendments to these regulations do not take effect in the current academic year, unless the interests of the student are not disproportionately compromised by it.

Article 7.4. Publication

The executive board is responsible for the appropriate publication of these regulations and of any amendments of them.

Article 7.5. Evaluation

1. The executive board ensures that these regulations are evaluated on a regular basis. Evaluation takes place, in any case, once per every five years, starting as from the date these regulations are adopted.
2. Notwithstanding the provisions of the first paragraph of the present article, the executive board's decision-making is evaluated on an annual basis by a committee to be set up by the executive board and made up of student counsellors of Radboud University and two student members to be appointed by the executive board. For evaluation purposes, the executive board makes the report referred to in article 2.2 available to the committee, so that the committee

may form a picture of the implementation of the regulations. The committee reports its findings to the executive board. The evaluation may result in a revision of these regulations.

Article 7.6. Effect

These regulations take effect on 1 September 2023. Any previous regulations adopted for the emergency fund cease to apply on that date.

Adopted by the executive board on 16 May 2023 following consent of the University Student Council (*Universitaire Studentenraad*).

Appendix I: Format for Loan Agreement

LOAN AGREEMENT EMERGENCY FUND

Parties

“**Stichting Radboud Universiteit**, with its offices at the address Houtlaan 4, 6525 XZ Nijmegen, (PO Box address Postbus 9102, 6500 HC Nijmegen), KVK 41055629 the board formed by the Executive Board, in this matter legally represented pursuant to article 1.4 of the Regulations Emergency Fund by drs. F.A. Aukema, division director Academic Affairs,

.....
hereinafter referred to as “**Radboud Universiteit**”

AND

First name: Last name:.....

Student number:.....

Date of Birth: Type of registration: S D

Address:

Post code and place of residence:

Email address:.....

Telephone number:.....

IBAN/bank account number:..... in the name of the student

hereinafter referred to as the “**Student**”

Taking into consideration that;

- Radboud University has set up an emergency fund pursuant to art. 7.34 paragraph 1 sub d of the Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek* (hereinafter: the Act));
- the emergency fund may grant loans, at the student’s request, if there is a special, financial emergency situation.

Parties agree as follows:

Article 1

Radboud University makes available to the student the amount of € in words, hereinafter to be referred to as: the loan.

This entire amount will be transferred as a lump sum into the student's IBAN/bank account number as filled in by the Student.

Article 2

The loan is meant to relieve a specific, financial emergency situation as referred to in article 3.1 of the Regulations Emergency Fund.

Article 3

The loan must be repaid within one calendar year after having been made available by Radboud University.

The Student transfers the entire amount before as a lump sum into [account number] in the name of [name];

repayment takes place in ... (maximum twelve) equal instalments of € by direct debit. The first instalment is due in the month of

Article 4

1. In principle the loan is interest-free and free of charges, unless the provisions of this agreement are not met.
2. If the repayment obligations referred to in article 3 cannot be met, the Student must submit a written request for a postponement and/or an adjustment of the payment instalments as soon as possible but ultimately before repayment or the next instalment of the repayment is due.
3. If the Student fails to meet their payment obligations and has not submitted a request as referred to in paragraph 2 of the present article, article 4.6 of the Regulations Emergency Fund apply. This means, amongst other things, that the Student receives a reminder and, if the Students should continue to be in default, collecting charges may be due.

Article 5

If the Student's details as completed above should change, the Student must report this, as soon as possible, to the accounts receivable department (debiteuren@cif.ru.nl).

Article 6

By signing this loan agreement, the Student declares the agreement has been completed truthfully and that the Student has not previously received a loan from the emergency fund that has not been repaid or fully repaid. If it should appear this statement is in violation of the truth, the emergency fund is entitled to reclaim the entire amount of the most recently granted loan, plus statutory interest as referred to in article 6:119 of the Netherlands Civil Code.

Article 7

Possible changes in this agreement must be laid down in writing.

Article 8

The provisions of the Act and the regulations Emergency Fund of Radboud University apply to this agreement. By signing this agreement, the Student declares to have received a copy of the Regulations Emergency Fund.

Standing Authorisation - SEPA

The undersigned authorizes Stichting Katholieke Universiteit, more specifically Radboud University to debit the abovementioned amounts directly out of their bank account:

IBAN/account number:..... in the name of student

BIC (in case of non-Dutch IBAN):.....

Nijmegen,(date) Signature applicant:

Radboud University collects, on a monthly basis, the amount due at the end of the month. Name collector: Stichting Katholieke Universiteit / Radboud University, PO Box 9102, 6500 HC Nijmegen, Netherlands Collector's ID: NL48AUA410556290001.

Student Counsellor's Recommendation

Recommended amount €.....(in words:.....euro)

Name student counsellor:.....

Date: bank card check

Thus agreed in Nijmegen on [date]

On behalf of Radboud University: _____ The Student: _____

Name..... Name.....
Position..... Student

Stichting Radboud Universiteit t.a.v. Noodfonds Radboud Universiteit
IBAN: NL16RABO0120837129
BIC: RABONL2U
email: debiteuren@cif.ru.nl

¹ *The personal data provided in the context of this agreement will be processed in accordance with the current laws and regulations. More information on the way in which Radboud University processes your personal data can be found via [privacyverklaring](#).*

Appendix II: Format for Gift Statement

Statement

Intended for the Emergency Fund
with regard to gift for special (study) costs

Academic Affairs

The undersigned hereby states that

Name

Address

Student number

IBAN number

is eligible for a gift amounting to € in relation to extra (study) expenses.

Nijmegen, (date)

Approved by Director Academic Affairs (or on his behalf):

.....

(name + signature)

Possible explanatory notes: