

Enrollment conditions for the accredited course Radiation Protection for Medical Specialists who use X-ray devices (SMSR)

Article 1 Definitions

The following terms, used in these enrollment conditions, are written with a capital letter and have these meanings, unless specifically mentioned:

- 1.1 **Complex license Randwyck:** The Nuclear Energy Law (Dutch: Kernenergiewet) license which has been granted to the License Partners for working with radioactive substances, fissionable material and ionizing radiation emitting equipment. This license is managed on behalf of the License Partners by the Radiation Protection Unit Randwyck (Dutch: Stralingsbeschermingseenheid).
- 1.2 **Participant:** The person who applies for the Course individually or assigned by his employer. The term Participant includes both internal and external participants.
- 1.3 **Course:** The, by the Dutch government, acknowledged course Radiation Protection for Medical Specialists who use X-ray devices (Dutch: Stralingshygiëne voor Medisch Specialisten die gebruik maken van Röntgentoestellen) (SMSR) (acknowledgement ANVS-PP-2022/0091279-48).
- 1.4 **Course tuition:** The amount that has to be paid by External Participants before participation in the Course. Included in this tuition are all Course Material, (online) lectures, a practical assignment and one (1) participation in the exam.
- 1.5 **Course Material:** The material the Participant receives on the first day of or during the Course, including a handbook, handouts of lectures, guidelines for the practical assignment and/or practice materials. In exceptional circumstances, a part of the Course Material can be provided digitally.
- 1.6 **External participant:** Participants who are not employed by one of the License Partners, part of the Complex License Randwyck.
- 1.7 **Enrollment conditions:** The present enrollment conditions for the acknowledged course Radiation Protection for Medical Specialists who use X-ray devices (SMSR).
- 1.8 **Examination costs:** The amount that has to be paid by External Participants for participation in the re-examination of one or multiple exam parts (multiple choice and/or open questions), or the obligatory practical assignment.
- 1.9 **Internal participant:** Participants who are employed by one of the License Partners, part of the Complex License Randwyck.
- 1.10 **Radiation Protection Unit Randwyck:** The Radiation Protection Unit, part of the Faculty of Health, Medicine and Life Sciences (FHML) of Maastricht University, working for all License Partners. Having a Radiation Protection Unit is obligatory by law for the complex license.
- 1.11 **License Partners:** The following institutions are part of the Complex License Randwyck: Maastricht University (UM), Academisch Ziekenhuis Maastricht (azM, also known as Maastricht University Medical Center, MUMC+), Brightlands Incubators Maastricht B.V., Maastro Clinic and Maastro Proton therapy B.V.
- 1.12 **Conditions:** All enrollment conditions and obligations from the Exam regulations accredited radiation protection courses¹.
- 1.13 **Website:** www.maastrichtuniversity.nl/radiation-protection-unit

Terms in singular include the plural and vice versa.

¹ The Exam regulations can be found on the Radiation Protection Unit website, or requested by e-mail.

Article 2 Introduction

- 2.1 Maastricht University, more specifically the Radiation protection Unit, is an acknowledged institution for radiation protection courses following article 5.11, first section, of the Besluit basisveiligheidsnormen stralingsbescherming. The following enrollment conditions are part of this Course.
- 2.2 By enrollment for the Course through the registration form on the Website, the Participant agrees to the contents and applicability of these enrollment conditions.
- 2.3 The appropriability of Terms and Conditions by the Participant are explicitly rejected by the Radiation Protection Unit. Any other provisions in those Terms and Conditions do not detract from the previous statement.

Article 3 Registration

- 3.1 The Participant registers through the registration form on the Website of the Radiation Protection Unit Randwyck. The registration is only complete when the course coordinator has received the completely filled out form and confirms the registration in writing or per e-mail. The Participant carries the responsibility for his own data (name, address).
- 3.2 The External Participant is also responsible for providing the necessary financial data. By registration, the External Participant is obliged to pay the tuition as specified in article 9.2.1 of these Enrollment conditions.
- 3.3 Completion of the registration form on the Website is no guarantee to the eventual participation in the Course. The Radiation Protection Unit has the right to refuse a Participant when the number of available places are full and/or if the Participant does not fulfill one of the conditions in these Enrollment conditions.

Article 4 Course Material

Two (2) weeks before start of the Course, the Participant receives a letter or e-mail containing all Course information, including the planning for lectures and the practical assignment, and the date and time of the exam. During the first lecture or during the Course, the Participant receives all Course Material, including a handbook, lecture handouts, guidelines for the practical assignment and/or practice materials. Exceptionally, it is possible some materials are provided digitally. The Course Material is included in the Course Tuition. The Participant is responsible for a (non-graphing) calculator and writing materials.

Article 5 Education

- 5.1 The Course consists of (online) lectures, a(n) (online) theoretical lecture and practical assignments.
- 5.2 The Radiation Protection Unit can choose to organize part of the Course or the complete Course digitally (for example to comply with regional or national guidelines by the Government, in cases such as the Covid-19 pandemic or other specific cases).

Article 6 Practical assignment

- 6.1 The Practical assignment is an obligatory part of the Course, for which attendance is required (100 %). This means that the Course cannot be completed successfully if the Participant did not reach his 100 % attendance during this Practical assignment. The exam commission can incidentally grant a (partial) exemption for the practical assignment.
- 6.2 Instructions given to the Participant by the teacher or an employee of the Radiation Protection Unit Randwyck during the Practical assignment are to be strictly followed at all times.
- 6.3 To successfully complete the Practical assignment, the Participant has to actively participate in the Practical assignment and the instructions given during the assignment. The teacher declares the successful participation by signing the certificate of participation.
- 6.4 The validity of a successfully completed Practical assignment is three (3) years starting from the date on the certificate of participation.

Article 7 Exam and re-examination

- 7.1 The Course will be concluded with an exam, which consists of 2 parts:
a) a multiple choice part; and
b) open questions.
For both exam parts, a score of at least 60 % is needed to successfully conclude the Course.
- 7.2 Validity of Exam results: See Exam regulations, Article 4, section 10.
- 7.3 Re-examination: See Exam regulations, Article 4, section 11.
- 7.4 For a re-examination, as mentioned in article 7.3, the External Participant is required to pay the examination fee, see article 9.2.3.
- 7.5 If the Participant has not passed the exam (or one part of the exam), he needs to register for a re-examination by sending an e-mail to the Radiation Protection Unit Randwyck, using the e-mail address radiation-education-fhml@maastrichtuniversity.nl.
- 7.6 A Participant who is not present during one or both exam parts can take this examination (part) during the next Course, providing the Participant registers for the next Course and pays the examination fee, see article 9.2.3. If the Participant has special circumstances, the Radiation Protection Unit Randwyck can, but is not obliged to, make an exception to the examination fee, as mentioned in article 9.2.3. In case of these special circumstances, the Participant always and with no exception needs to inform the Radiation Protection Unit Randwyck in writing or by e-mail to the course coordinator (radiation-education-fhml@maastrichtuniversity.nl) at least within 24 hours after the special circumstances have arisen. The exam commission has the right to decide if special circumstances were really in place.

Article 8 Diploma

- 8.1 When the Participant has passed all exam parts as mentioned in article 7.1 and has written proof of participation as mentioned in article 6.3, the Course has been passed successfully.
- 8.2 When the Participant has successfully passed the Course, see article 8.1, and fulfilled all conditions (including, but not limited to payment of the tuition or fees for External Participants), a Diploma and Score list is handed out to the Participant by the Radiation Protection Unit Randwyck.

Article 9 Payment

- 9.1 Course tuition and/or Examination costs are not applicable to Internal Participants.
- 9.2 External Participants
- 9.2.1 For External participants, Course tuition is **€ 960 (VAT not applicable)** per person. Included in this tuition: Course materials, (online) lectures, a practical assignment and one (1) participation in the exam. After confirmation of registration by the course coordinator, see article 3.1, an invoice is sent to the External Participant. This invoice needs to be paid within thirty (30) days after invoice date.
- 9.2.2 The External Participant is and always will be legally responsible for a timely and complete payment of the Course tuition. Changing employer does not exempt the External Participant from the aforementioned. When payments have not been fulfilled (completely), the Radiation Protection Unit can refuse participation to the Course and will not provide the Participant with a diploma until the complete tuition has been paid.
- 9.2.3 The Course tuition needs to be paid in full by the External participant, regardless of the results of mandatory exam parts. The External participant needs to pay a fee for participation in one or more exam parts (multiple choice part and/or open questions part), or the practical assignment. The corresponding fees are **€ 100 (VAT not applicable)** for the exam, and **€ 150 (VAT not applicable)** for the practical assignment.
- 9.2.4 The Course tuition can be subject to indexation. The amount mentioned in article 9.2.1 is an indication; the final tuition will be communicated at registration for the Course.

Article 10 Cancelling of the Course by the Participant

- 10.1 A Participant can solely cancel his or her participation in writing, by sending an e-mail to the course coordinator: radiation-education-fhml@maastrichtuniversity.nl or by mail to the address at the bottom of these Enrollment conditions.
- 10.2 Cancellation date is the date on the postal stamp (when cancelled via mail), or the date of the e-mail (when cancelled via e-mail).
- 10.3 In case of cancellation, the External participant will be charged:
- When cancelling within two (2) weeks before start of the Course: **€ 250 (VAT not applicable)**.
When the External participant has already paid part or the complete tuition, the amount remaining

- after subtraction of these administration costs will be redeposited to the External participants' bank account.
- When the External participant does not attend the Course and he or she has not cancelled, or he or she cancels after start of the Course, the complete tuition is owed and no amounts will be redeposited.
 - When the External participant has received a handbook prior to cancellation, the costs for this handbook of **€ 50 (VAT applicable)** will be charged separately.
- 10.4 When the Internal participant cancels within two (2) weeks before start of the Course, a fee of **€ 100 (VAT not applicable)** is charged to cover expenses made by the Radiation Protection Unit Randwyck. This fee will be charged to the organization or department, part of the Complex license, and must be paid within 30 days after cancellation.
- 10.5 When the Internal participant has received a handbook prior to cancellation, the costs for this handbook of **€ 50 (VAT applicable)** will be charged separately to the internal department.
- 10.6 When a Participant cancels as a result of unforeseen circumstances (circumstances beyond one's control), the Radiation Protection Unit Randwyck can make an exception to the cancellation fees as specified in article 10. In case of such circumstances, the Participant needs to contact the course coordinator (radiation-education-fhml@maastrichtuniversity.nl) within 24 hours after occurrence of the circumstances. The exam commission Randwyck reserves the right to decide if these circumstances were indeed beyond one's control. Only in certain circumstances, an exception will be made to the cancellation fees as specified in article 10.

Article 11 Cancelling of the Course by the Radiation Protection Unit Randwyck

The Radiation Protection Unit Randwyck reserves the right to cancel or postpone the Course, when registrations are low, unforeseen circumstances or other urgent reasons, up to two (2) weeks before the start of the Course. The Radiation Protection Unit Randwyck is not responsible for costs made by the Participant related to the Course. If the External participant does not wish to attend the postponed Course, the complete Course tuition (if paid) will be redeposited to the Participant's bank account.

Article 12 Loss of diploma and/or Score list

Diplomas will be issued only once. When a Participant (Internal and External) loses his or her diploma and/or Score list, the Radiation Protection Unit Randwyck can issue a new diploma and/or Score list. For this, a fee of **€ 25 (VAT not applicable)** will be charged.

Article 13 Liability

- 13.1 If the Radiation Protection Unit needs to postpone one or more lectures and/or the practical assignment, they will inform the Participants as soon as possible by mail or e-mail. When the External participant cancels his or her participation in the Course after postponing one or more lectures and/or the practical assignment, a proportionate part of the Course fee will be reimbursed, without any other liability for the Radiation Protection Unit Randwyck. This part of the Course fee will be redeposited to the Participant's bank account.
- 13.2 The Radiation Protection Unit Randwyck is only liable for direct damage caused to the Participant as a consequence of culpable shortcomings, with a maximum compensation of an amount equal to the Course fee. The Radiation Protection Unit Randwyck is not responsible for damage resulting from intentional or conscious recklessness of the Participant.

Article 14 Privacy and personal data

Maastricht University processes personal data in accordance with the GDPR. Personal data will be used for carrying out the agreement between the Participant and Maastricht University, more precisely the Radiation Protection Unit Randwyck. This is written down in the procedure Data management radiation protection courses. Participation in the Course also explicitly means agreement with the processing of personal data as described in this procedure.

More information about how Maastricht University processes personal data can be found through the following link: [Privacy statement - Maastricht University](#).

Article 15 Applicable law / competent court

- 15.1 Only Dutch law is applicable to these Enrollment conditions.

- 15.2 Disputes caused by or resulting from these Enrollment conditions, which cannot be settled amicably, will be settled by the court (Rechtbank Limburg).

Article 16 Other clauses

- 16.1 When and if one of the clauses in these Enrollment conditions is nullified, all other clauses will remain in effect. The Radiation Protection Unit Randwyck will replace the nullified clause with a new clause in which as much as possible of the original clause will be processed.
- 16.2 The Radiation Protection Unit Randwyck has the right to unilaterally change these Enrollment conditions at all time. In that case, the altered Enrollment conditions replace all previous conditions, unless explicitly mentioned.
- 16.3 All amounts can be subject to indexation. This will be indicated at registration for the Course.

Maastricht, September 2024

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Revision table

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Initial version

Version 2 – September 2024

Indexation of tariffs added. Charging a handbook added when cancelling.
Articles 9.2.4, 10.5 and 16.3 added.