

Master of Law in International Business and Finance Law

Student Manual

This Student Manual provides details of the program assessment policy and student learning experience. You are expected to go through this manual thoroughly and abide by the policies mentioned here. This will ensure a smooth conduct of the program.

In case you have any questions, please reach out to our student support team at studentsupport@upgrad.com.

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About the University

Golden Gate University is a pioneer of higher education in the heart of Silicon Valley since 1901. In over 120 years, its mission has been to make quality education affordable to all. Being the first of many innovative and disruptive programs, it's no surprise that GGU is among the first players to initiate online learning in 1996. A strong 70,000+ alumni network that includes NASA astronauts, Mayors, Entrepreneurs, Industry disruptors, Political, and Legal leaders and others. GGU has been consistently ranked as #1 in the United States for working professionals due to the impact on careers and flexibility it enables for its students.

Our association with upGrad cements GGU's vision of enabling high-quality education for working professionals who aspire to do more than their day-to-day jobs. We're eager to welcome students from across the world to learn through online & hybrid channels and be a part of our heritage to become the leaders of tomorrow. With this partnership, we aim to create an impact in the lives of students with the availability of scholarships.

Program Information

Master of Law or *Legum Magister* (LL.M) in International Business and Finance Laws is a 12-month master's degree program. Students who successfully complete the program and coursework are eligible to receive the LL.M degree from Golden Gate University's School of Law.

Program Features & Offering

- Recorded lectures
- Live & interactive faculty, alumni, and industry-specific sessions
- Dissertation to be submitted as a qualifying parameter
- GGU alumni status
- Optional on-campus immersion
- 24x7 student support
- WES recognized

Academic Structure

The program comprises **seven** courses and **one** dissertation, each contributing to three credits for a total of 24 credits. The distribution of course weightage and credits of the courses and the dissertation is summarized in the table below:

Table 1 – Credits for each course

Course Code	Course Name	Brief Description	Credits
LLM 370	LLM 370 - Principles Of International Law In Business Environments	This course covers key principles of international law applicable to emerging innovations in a business environment and	3

		international commercial arbitration.	
LLM 371	LLM 371 - International Business Transactions And Commercial Contracts	This course covers the governance of international business transactions and global investments including international secured finance under select international instruments.	3
LLM 372	LLM 372 - Technology, Business & Law	This course covers the challenges in international business posed by digital innovation and the efforts to regulate the digital economy.	3
LLM 374	LLM 374 - Comparative Business Association Law	This course provides a comparative overview of business associations in emerging markets and economically developing countries, emphasizing civil law systems.	3
LLM 375	LLM 375 - International Trade Law	This course covers the emerging challenges the WTO treaty mandates for international trade relations and the WTO dispute settlement system.	3
LLM 376	LLM 376- International Investment Law	This course covers international investment law and the protection of international capital movements against sovereign risk imposed by adverse government action.	3
LLM 377	LLM 377 - Comparative And International Issues In Intellectual Property Law	This course covers different legal regimes that regulate different intellectual property rights and also covers implications in intellectual property disputes.	3
LLM 379	LLM 379 - Dissertation	The submission of a dissertation between 5,000 to 6,000 words is mandated for the successful completion of the degree.	3

Each course is divided into several modules. Each module, in turn, is divided into sessions and each session is further divided into segments/pages. A page is usually a combination of videos, text, images, and question(s) which can be consumed individually.

You can access the 'learning platform at upgrad.com using your upGrad ID and password. You can also access content on the mobile app ([iOS App Store](#) and [Google Play Store](#)). You must download the mobile app so that you can receive instant notifications about the latest developments and updates. You are also advised to move all emails from upGrad to your primary inbox. This will prevent the chances of you missing out on important communications.

As part of your onboarding process, you will receive a welcome email from the student support team in the first week of joining. In case you do not receive it, please reach out to our team.

Given below are some of the key email IDs that will be used for specific purposes in the program (at different points in time). Please ensure that you move these email IDs out of your spam folder so that you receive important updates about the program.

Email ID	Purpose
sscommunication@upgrad.com	All updates regarding the program (for example: Live session notification, exam dates notification, change in deadlines, etc.)
studentsupport@upgrad.com	Updates/resolve problems, non-academic queries (for example: Live sessions, program structure related queries)
noreply@upgrad.com	Automated communications (for example: module deadline reminders)

Academic Assessment Policy

As a general policy, assessments are divided into formative and summative types without too much emphasis on a single type. Hence, a variety of assessment formats are planned to mirror today's workplace and global university standards.

In-module **quizzes and individual assignments/case studies** will assess students on conceptual clarity.

Golden Gate University (GGU) regularly deliberates on the program's academic structure and the grading elements, and it holds the right to change any component of the program. Any change to the program's grading elements or the academic structure shall be communicated to the students in advance.

We recommend that you focus on learning instead of solely focusing on assessment scores. Given that it is a university-affiliated program, **students are required to do research on their own during the learning process** and work out any ambiguity present in the assessment scenarios.

Assessment Structure

Assessment Components and Respective Weights

The program comprises **two** different assessment components across the courses. Standard weightage component distribution as mentioned below:

Type of Assessment	Subset	Weightage
Quizzes	Graded MCQs (within the session/module)	40%
Assignments/ Projects/ Case studies	Individual assignments (at the end of each course)	60%

For dissertation, the distribution will be:

Type of Assessment	Subset	Weightage
LLM379 Dissertation	Final grading of dissertation	90%
	Adherence to submission milestones: 1. Dissertation proposal 2. Draft dissertation 3. Final dissertation	10%

Please note:

- The weightages could be subject to change and will be communicated to the students in advance.
- Each course may have its own criteria, as will be communicated to the student, based on which a student shall be evaluated.

Course Wise Score Calculation

Let us take an example to understand this. Let’s say that in **Course 2** your score is the following marks. (Note: The weight of each assessment component is noted in parentheses).

1. **Assignment (60%)** - 800/1000
2. **Quizzes (40%)** - 425/600

Your final percentage score for that course will be calculated as:

$$\{[0.6 \times (800/1000)] + [0.4 \times (425/600)]\} \times 100 = \mathbf{76.33 \%}$$
 (for Course 2)

Similarly, the percentage for the remaining courses will be calculated to arrive at the final percentage.

Please note: The above-mentioned weightage is for demonstration only and the actual weightage will be provided to you on the ‘learn’ platform.

Course Grading Policy

- To be awarded the degree, i.e, to graduate, the student must secure a cumulative grade point average (CGPA) of at least 3.0.
- An academic progress review will be completed at the end of every third-course attempt for every student. See [Guidelines for Academic Progress](#) for more information.
- All the courses in the GGU program curriculum are graded as per the table below.
- Marks given for each assessment, scaled by the weight assigned to an assessment, add up to the overall score for a course. The grade point average (GPA) is awarded on a four-point scale.

Grade	Overall Score Range	In terms of %
A+	4	90-100%
A	4	80-89.99%
A-	3.7	70-79.99%
B+	3.3	60-69.99%
B	3	50-59.99%
B-	2.7	44-49.99%
C+	2.4	38-43.99%
C	2.1	32-37.99%
C-	1.7	26-31.99%
D+	1.3	20-25.99%
D	1	14-19.99%
D-	0.7	8-13.99%
F	0	0-7.99%
IF	0	--

Please note that the scores will be truncated. For example, 86.99% will be Grade B and not rounded off to 87%.

GPA Calculation

The GPA scores for each course weighted by the respective proportion of credit add up to the CGPA for the entire program.

For example, if the grade points awarded to a participant are, respectively, G1, G2, etc., in courses with corresponding credits of C1, C2, etc., then the CGPA = $(C1 \times G1 + C2 \times G2 + \dots) / (C1 + C2 + \dots)$, wherein C1, C2... refer to all the credits taken up until the time of computation of the CGPA.

In case the student is allowed to resubmit the assignments for a course in order to improve his/her grade, once the revised final grade has been submitted to the registrar, it will replace the original grade on the student's transcript and in his/her CGPA calculation.

For the sake of simplicity, let's assume that there are only three courses. Their corresponding units will be calculated as shown in the table below:

COURSE	GRADE	UNITS	GRADE POINTS	GRADE POINT AVERAGE
Course 1	A-	3.0	11.1	
Course 2	B+	3.0	9.9	
Course 3	A	<u>1.0</u>	<u>4.0</u>	
TOTAL		7.0	25.0	GPA = 3.57

Assessment and Grading Timelines

The program is structured such that the entire cohort can experience a course together. The participants will receive ample time to go through the modules and assignments.

A calendar with the schedule for all modules and assignments for the upcoming courses would be shared with the participants via email and be visible on the platform calendar before the beginning of that course. **These deadlines for the respective assessments are non-negotiable, and strict adherence to the timeline is expected from every student.**

A student who could not make an assignment submission within the stipulated deadlines can seek an extension. Any request for an extension due to extenuating circumstances must be made **before** the hard deadline. The student will be able to avail the extension subject to the Academic Committee's (GGU assigned) discretion on a case-by-case basis.

Students will be provided with the grades for each course after **five weeks** from the submission deadline for the course.

Program	No. of weeks from submission deadline
LLM	5

Please note that all the deadlines are in IST (UTC +5.5); hence, if you are in a different time zone, your deadline may vary according to local time. For example, if you are in London and following BST (British Summer Time), which is UTC +1, then the deadline for you in local time would be 7:29:00 PM BST if the deadline in India is 11:59:00 PM IST.

Guidelines for Re-evaluation

The re-evaluation request (if any) should be submitted within three days of the declaration of the results. For example, if the results were declared on 13/01/2021, then the requests for re-evaluation made only until 16/01/2021 (end of the day) will be considered.

Students will be able to request for re-evaluation under the following circumstances:

- Instructor deviated from written grading policies outlined in the course syllabus
- Calculation errors
- Factual errors or errors in judgment regarding academic quality of student's work
- The final course grade was influenced by factors other than published criteria

A student may request for re-evaluation of an assignment claiming discrepancy of marks (when compared with the ideal solution). In such cases, the student should clearly point out the specific portion (question number) of the assignment that needs to be re-evaluated, plus remarks regarding the claimed discrepancy. Requests that

do not have all the required information or are generic/vague in nature will be flagged as invalid and not be considered.

Students will not be provided with the examination questions under any circumstances.

A re-evaluation request claiming discrepancy of marks (when compared with another student's graded assignment) is strongly discouraged and will NOT be considered for re-evaluation.

A re-evaluation request of an assignment whose solution has been uploaded after the hard deadline is **strongly discouraged** and will not be considered.

A response to all re-evaluation requests will be provided within three weeks after the re-evaluation deadline.

Guidelines for Academic Progress

Academic Progress Review

An academic progress review will be completed at the end of every third-course attempt for every student. Students who meet or exceed the CGPA requirement of 3.0 are considered to be making “good” academic progress.

Academic Probation

Students whose GPAs fall below the minimum 3.0 CGPA requirement will be placed on academic probation. However, students whose CGPAs fall below 1.00 at the time of the first review cycle will be automatically academically disqualified and will not have the option of a probationary period.

The probation period will be for an additional three courses, during which time students must achieve the minimum required CGPA. Students will be officially removed from probation status after the completion of the next review cycle in which they have achieved the minimum required GPA.

Academic Disqualification

A student will be disqualified from the program under the following circumstances:

- Students whose CGPAs fall below 1.0 at the time of the first review cycle will be automatically academically disqualified and will not have the option of a probationary period.
- Students who fail to achieve a CGPA of 3.0 or higher at the end of the three course probationary period will be disqualified.

Students may appeal the decision to the Director of the academic programs from which they were disqualified.

The access to all GGU portals and resources will be revoked with immediate effect for all disqualified students.

Disqualified students are restricted from enrolling in any courses at GGU unless their appeals are approved or

they are readmitted to the university. Disqualified graduate students may not enroll in courses as auditors, certificate-seeking, or as open enrollment status students. To be considered for readmission, disqualified students must apply for admission after a period of time in which significant achievement and/or resolution of difficulties indicate a change in the conditions that contributed to their initial disqualification. One calendar year is the minimum time period usually required for such a change in conditions. Students will be notified at the time of their disqualification of their minimum required waiting periods before they may apply for readmission. Applicants for readmission must satisfy the admission and degree requirements in effect for their programs at the time readmission.

Academic Disqualification Appeal Process

Graduate students who wish to appeal their disqualification to the Academic Committee (which includes the Academic Committee and the Professor of Practice in Administrative Capacity) must submit a Disqualification Appeal form, within 10 working days after the student has been notified of their disqualification. The Academic Committee will review the disqualification appeal and render a decision within five working days of receiving the appeal. Students whose disqualification appeals are granted will be reinstated on probation and may join the next cohort that is in the same place in the program as they were when they were disqualified. Upon confirming when they want to resume their studies, the Registrar will register them for the remaining courses in the program. If appeal is denied, students may re-apply to the program after one calendar year.

Ordering Transcripts

An academic transcript is a copy of a student's permanent academic record, which includes all graded academic work completed at GGU. Note: students may not order transcripts until their grades for their first courses have been recorded in GGU's student records system, because prior to the recording of grades, they will not have transcribed coursework.

GGU has authorized the National Student Clearinghouse (NSC) to provide an online transcript ordering service. Students can order transcripts using any major credit card; the credit card will only be charged after the order has been completed. The Clearinghouse website will walk students through placing orders, including processing options, delivery options, and fees. Students can order as many copies of their transcripts as they like in a single order, but an order may have only one recipient. A processing fee of \$2.50 will be charged per order. Order updates will be sent to the student via email as the order is processed. Students can also track their orders online.

Graduation and Commencement

Graduation versus Commencement/Convocation

Note: the term "convocation" as used outside of the U.S. may be synonymous with the term "commencement" as used at GGU and commonly within the U.S.

The terms "graduation" and "commencement" refer to the following two different activities/events:

"Graduation" occurs when students have completed their academic programs and the Registrar's Office

confers their degrees, records them on their transcripts, and issues their diplomas.

“Commencement” is the annual ceremony held to celebrate the accomplishments of students who have or will graduate during a calendar year. See “Commencement Ceremony Participation” below for more information.

Transcripts and Diplomas at Graduation

Upon conferring their degrees, the Registrar’s Office will ship one copy of graduates’ official transcripts and their diplomas to upGrad for distribution to graduates. These will be provided free of charge. Students wishing to obtain copies of their transcripts prior to graduation, or in addition to the one free copy, should order them via the National Student Clearinghouse as described above. Students wishing to receive additional (or replacement diplomas) must pay for printing and shipping charges. Contact graduation@ggu.edu for more information.

Honors at Graduation

Honors are awarded to master’s degree graduates who earned program cumulative grade point averages (GPAs) in their academic programs as follows:

With highest honors	4.000 GPA
With high honors	3.999-3.900 GPA
With honors	3.899-3.800 GPA

Honors are awarded as of the date graduates’ degrees are conferred. Honors appear on both graduates’ diplomas and official GGU transcripts.

Commencement Ceremony Participation

Golden Gate University holds two commencement ceremonies every spring. (Note: the term “convocation” as used outside of the U.S. may be synonymous with the term “commencement” as used at GGU and commonly within the U.S.) The university commencement ceremony is typically held the last week of April, and the Law School ceremony is typically held the third week of May. Students who will complete their academic programs by December 31 of a given year are eligible to participate in the ceremony that is to be held that year. For example, if the student completes his/her last course in the program (or successfully defends his/her DBA dissertation) in September 2025, the student may participate in the May 2025 ceremony or postpone participation until the May 2026 ceremony.

Students who wish to participate in the commencement ceremony should send written requests to the Registrar’s Office at graduation@ggu.edu. They should include their names as they want them to appear in the ceremony program if they differ from the names on file with the Registrar’s Office. The Registrar’s Office will

forward the information to the appropriate ceremony coordinator. The ceremony coordinators will provide you with the necessary information and letter for obtaining a visa to attend the event.

Note: there is no charge for LLM graduates to participate in the Law School's ceremony, but graduates of all other programs must pay a \$100 fee in order to participate.

For more information, please visit the applicable link below:

- [University Ceremony](#)

[Law School Ceremony](#)

Class Participation: Discussion Forum Process

The discussion forum is designed to help create and develop a strong learning community. Students are encouraged to respond to peer questions as it will help to reinforce their learning.

Students are requested to post only academic questions on the discussion forum. The teaching faculty and teaching associates (TAs) will act only in response to questions directly related to the program content and assessments. They will either verify participant answers or respond to posted questions within 24 hours.

The faculty and TAs will not take any action on general posts that are meant to facilitate discussion among peers. **Inappropriate posts that do not have a learning value will be deleted and the student posting them will be penalized.**

Student Support Guidelines

1. Your upGrad buddy will help to personalize your learning experience by periodically engaging with you to ensure you are on track with upcoming deadlines, offer guidance, resolve non-academic queries, and lend a helping hand wherever required. However, in case you need to approach us, please contact our Student Support Team available 24x7 on studentsupport@upgrad.com and expect to receive a response within 24 hours. For any urgent queries, please click on the Call Back button on the 'learn' platform and our team will reach out to you within two hours.
2. Though your upGrad buddy along with a gamut of multiple teams will be there to hand-hold you to excel in the program, your commitment to the program is of utmost importance and we suggest you imbibe the program schedule in your daily life. For any help/mentoring required in planning your time better, please do not hesitate to connect the student support team.
3. If your upGrad buddy is unable to provide you with a resolution to an issue within a turnaround time (TAT) of 24-48hrs and you do not receive any intimation, please escalate at ggumspmescalations@upgrad.com to expedite the response.

Referral Policy and Flow

Referee (Friend)

1. A referee shall be eligible for referral benefit provided a valid referral code is applied at the time of submitting the application.
2. The referral benefit shall be adjusted against the last installment of the program fees payable.
3. Where full program fee is paid by the 'friend' without adjusting the referral amount, the corresponding referral benefit shall be processed after deducting TDS as per applicable laws.
4. Referral benefit shall be applicable even if the 'advocate' later claims a refund of the program fees paid, i.e., referral benefit for the 'friend' is not dependent on the action of the 'advocate'.

Referrer (Advocate)

1. An 'advocate' is eligible for referral benefit provided his/her valid referral code is applied by the 'friend' at the time of submitting the application.
2. The amount of referral benefit for the 'advocate' shall be determined based on the program for which the 'friend' has paid for.
3. Where the 'advocate' and the 'friend' are enrolling for the same cohort (and assuming all other conditions specified above are satisfied):
 - a) The 'friend' is required to pay the block amount.
 - b) The referral bonus to the 'advocate' will be processed separately in three working days following the day on which the block money is paid by the 'friend' via a payment gateway or bank transfer (in case of direct payments).

Other points to be noted:

1. Existing student / alumni: A double referral benefit for both the 'advocate' and 'friend' is applicable and the amount of referral benefit shall be determined based on the new program for which they have enrolled.
2. If anyone is getting any other kind of scholarship/discount, s/he will not get the referral discount.
3. Only 'paid students' and not 'leads' shall be entitled for referral benefits under the referral policy.
4. Where the referral amount has to be processed by way of bank transfer, the applicable TAT shall be three working days from receipt of the duly filled referral form in case of internal/university-partnered programs.
5. There is no time limit to the validity of a referral code for a student.
6. There is no upper limit for the maximum number of applications that can be submitted with a single referral code. However, the limit shall be evaluated on a case-by-case basis. The finance and tech teams shall run the following checks and decide whether to continue or invalidate the code. The same shall be supported with due approvals from either of the upGrad founders:
 - Source of referee: whether the referee has enrolled through any marketing channel or through a referrer (advocate)
 - Number of times the referral code has been used
 - Communication by the finance team with the student (advocate) to understand the intention

upGrad Telegram Policy

Telegram is a freeware, cross-platform, cloud-based instant messaging service. The service also provides end-to-end encrypted video calling, VoIP, file sharing and several other features. In addition to emails and

calls, a Telegram channel will be created by your upGrad buddy to notify you of upcoming deadlines and module-related updates. We will create an official Telegram channel where only the upGrad buddy will be allowed to post notifications.

To manage this effort effectively and efficiently, all members must be aware of the following guidelines:

- The channel will be used only by the upGrad buddy for sharing important notifications related to the program, module content, live sessions, events, and so on.
- Should you have any concerns with upGrad, the university partner, or your peers, you will be required to direct such communication to upGrad only via email at **studentsupport@upgrad.com**.
- upGrad will NOT be collecting any personal information via this channel and will not be responsible for any misuse of personal information by other members of the channel. However, we will provide you with all reasonable assistance to take action against any student who has misused such information
- Telegram should not be used for questions related to program content. For any such questions, please reach out to the Student Support Team via email or the chat function available on the learning platform. The upGrad buddy is not responsible for answering questions over Telegram.
- You are requested to keep your Telegram app notifications turned on so that you can receive uninterrupted updates during the program.
- In addition to this channel, the Personalized Industry groups will also be created on telegram to share session invites and agenda.
- You are requested to keep the notifications turned on, on your Telegram app to receive uninterrupted updates during the program.

Hope you make the most of this platform and keep yourself updated about the course and the platform.

Non-Academic Policies

Golden Gate University is committed to preparing students to lead and serve and to creating an academic community that values both individual and collaborative efforts that promote learning. The University aims to cultivate a community based on trust, academic integrity, and honor. Specifically, Golden Gate University seeks to accomplish the following:

1. Ensure that students, faculty, and administrators understand that the responsibility for upholding academic honesty lies with them.
2. Prevent any students from gaining an unfair advantage over other students through academic misconduct.
3. Ensure that students understand that academic dishonesty is a violation of the trust of the entire academic community.
4. Clarify what constitutes academic misconduct among students at Golden Gate University.

The following policy applies to all students taking classes in the Schools of Business, Taxation, Accounting, and Undergraduate Studies regardless of location or course format.

Code of Conduct

1. Any student's misbehavior on an online or offline forum will not be tolerated and will entail appropriate disciplinary action from the academic committee.
2. Strict adherence to behavioral policies must be maintained by all candidates. Provoking messages, threats, usage of derogatory words and demeaning connotations made on online or public forums (WhatsApp, Telegram, Slack, Discussion forum) against your upGrad Buddy/peers/anyone representing the university/upGrad may lead to withholding of your enrolment into the program and may also result in strict disciplinary action.
3. Academic Dishonesty and Plagiarism, in any form, for any graded component/evaluation is not acceptable.
 - a. Any dishonest behavior, including but not limited to **plagiarism**, in any form with regard to any graded component of the program on any platform and/or discussion forum may lead to withholding of enrolment in the program and may also result in strict disciplinary action.
 - b. Students are not allowed to request, share, or discuss solutions to any graded component of the program on any platform and/or discussion forum. If any such act is done by the student, they will be marked as 'zero' (0) in that graded component. For any subsequent violation, disciplinary action shall be taken at the sole discretion of GGU and upGrad, and all such posts having answers to the graded questions shall be deleted by the TA.
 - c. In case of any dispute, the students have the right to appeal to the Academic Committee and would be given a fair chance to prove their innocence in plagiarism cases. The subsequent decision of the Academic Committee shall be final and binding.
4. Academic misconduct is the failure to maintain academic integrity. Academic misconduct includes but is not limited to:
 - a. **Plagiarism:**

In any written work, including but not limited to submitted papers, discussion postings in online work, presentations, and examination answers:

 - Copying all or part of another person's written work without proper citation or attribution.
 - Representing one's own specific phrases, sentences, paragraphs, or the specific substance of another person's work without giving appropriate credit.
 - Paraphrasing another person's original ideas, theories, explanations, examples, models, principles, research issues and strategies, cases, conclusions, etc. without proper attribution.
 - Representing as one's own another person's computer programs, web content or designs, graphic or artistic works, mathematical or scientific solutions, charts, tables, figures, or illustrations in any medium.

5. Procedures When Academic Misconduct is Alleged

Any student or faculty member who observes, discovers, or has a good faith belief about the occurrence of academic misconduct must notify the faculty member responsible for the course in which the alleged misconduct occurred or the upGrad buddy who will, in turn, notify the Academic Committee.

When the Academic Committee responsible for a course has reason to believe that there has been an incident of academic misconduct, it shall:

- Inform the student in writing of the allegations(s); provide the student with two business days to submit a written response.
- If it believes there is a potential violation after considering the student's response, the Director is required to submit an Allegation of Academic Integrity Misconduct form and the academic sanction that he/she recommends as appropriate as soon as administratively possible.
- Inform the student that an Allegation of Academic Integrity Misconduct has been filed, requesting any additional information from both parties. Such additional information must be submitted in writing within three business days of the sending of the notification.
- Form a committee consisting of at least two faculty members to review the submitted material and make a determination within 10 business days whether there was misconduct. If it is determined that misconduct occurred, academic and administrative sanctions will be imposed in accordance with GGU's policies
- Notify the student of the decision whether misconduct has occurred. If there is a finding of misconduct, the notification will also indicate the resulting academic and administrative sanctions.

A copy of this notification shall be sent to the following:

- Dean of the school in which the course is given
- Dean of the school in which the student is enrolled
- Dean of Students
- Faculty member alleging the academic misconduct
- University Registrar

If a student is found responsible for violating the Academic Integrity Policy, a conduct file will be created for the student and will include supporting documentation as well as the final determination. Students found responsible for violating the Academic Integrity Policy could have notations made on their transcript regarding these violations and the sanctions imposed.

Investigations into allegations of academic dishonesty will take place regardless of a student's status at the University or in a particular class. If found responsible for a violation, academic and administrative sanctions may be imposed even if a student dropped or withdrew from the course or withdrew from the university.

6. All content and material on the upGrad website is copyrighted material, either belonging to upGrad or its bonafide contributors, and is purely for the dissemination of education. You are permitted to access print and download extracts from this site purely for your own education only and on the following basis:

- You can download the documents/templates given on the website for self-use only.
- Any copies of the study material/documents/templates given on the website, in part or full, saved to disc or to any other storage medium may only be used for subsequent, self-viewing purposes or to print an individual extract or copy for non-commercial personal use only.

- Any further dissemination, distribution, reproduction, copying of the content of the study material/documents/templates given on the website herein or the uploading thereof on other websites or use of the content for any other commercial/unauthorized purposes in any way which could infringe the **intellectual property rights of upGrad** or its contributors, is strictly prohibited.
- No graphics, images, or photographs from any accompanying text in the study material/documents/templates given on the website will be used separately for unauthorized purposes.
- No material in the study material/documents/templates given on the website will be modified, adapted, or altered in any way.
- No part of the study material/documents/templates given on the website or upGrad content may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without upGrad's prior written permission.
- Any rights not expressly granted in these terms are reserved.
- In case of any intended/ actual breach of the intellectual property rights of upGrad or any of its authorized third parties, upGrad reserves the right to initiate legal actions including but not limited to the claim for any damages which may arise due to the breach of this policy.

7. Students are expected to restrict the emails only to the escalation IDs shared in this student manual or communicated separately while raising any query, concerns, or grievance. Please refrain from sending any mass mailers while sending emails to the upGrad team. The University and upGrad reserve the right to take strict action against any student indulging in mass mailers.

8. upGrad does not tolerate any form of bullying and/ or harassment including but not limited to sexual harassment. If we are notified of any act of harassment committed by a student towards co-students or upGrad's representative, such student shall have to face strict consequences, which shall be taken at the sole discretion of upGrad.

Disciplinary Procedures

Disciplinary Action Regarding Alcohol and Other Drug Use The University has the authority to initiate disciplinary procedures that could result in suspension or expulsion from the University, loss of privileges, or any of a number of lesser sanctions for violation of the Student Code. The following conduct, as it relates to alcohol and other drugs, is prohibited on the University premises or at University-sanctioned events, wherever it may occur. (The same conduct, though occurring off University premises and not at University events, may nonetheless be subject to University sanctions when it adversely affects the University, its educational mission, or its community.)

Use, possession, sale, distribution, or manufacture of, or the attempted sale, distribution, or manufacture of any drug - including alcohol - on University properties or at official University functions that is unlawful or otherwise prohibited, limited, or restricted by University policy or regulations.

Statement of Policy

Golden Gate University is committed to creating a university-wide environment free of all forms of discrimination, harassment, exploitation, or intimidation. As members of an organization that holds high the principles of mutual respect, teamwork, and honest communications, each of us share the responsibility for ensuring an atmosphere in which students, faculty, and staff are consistently treated with both consideration and respect, and are protected from unlawful discrimination or harassment, including sexual harassment or assault.

Summary of Policy

This policy provides members of the University community with information about applicable federal and state standards that apply to this policy; behaviors that constitute unlawful discrimination, harassment, and sexual assault; the University's guidelines on interpersonal relationships among students, faculty, and staff; reporting and investigation procedures in the event of a complaint; and additional resources in the event of sexual assault.

University employees and students are expected to read and follow this policy in its entirety.

Applicable Standards

In accordance with federal and state law, Golden Gate University policy prohibits discrimination or harassment based on race, color, national origin, ancestry, gender, gender identity, sexual orientation, marital status, pregnancy, childbirth, a medical condition related to pregnancy or childbirth, religion, religious creed, age, veteran's status, physical or mental disability, medical condition, or any other basis that is protected by law.

For the purpose of this policy, "discrimination" is any decision, act, or failure to act that interferes with or limits a person's or group's ability to participate in or benefit from the services, privileges, or activities of the University when such decision, act, or failure to act is based on the person's status as a member of a Protected Class.

Claims for harassment that are *not* based on an individual's membership in a Protected Class shall be handled under the applicable disciplinary process.

The University's policy prohibiting discrimination and harassment applies to all individuals involved in University operations, including students, faculty and staff; applicants for admission or employment; and any persons doing business with or for the University.

Harassment

1. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that:
 - a. Has the purpose or effect of creating an intimidating, hostile or offensive work or educational environment.
 - b. Has the purpose or effect of unreasonably interfering with an individual's work or educational

performance

- c. Or otherwise adversely affects an individual's employment or educational opportunities
2. Harassing conduct includes, but is not limited to:
 - a. **Verbal conduct**, such as racial, ethnic, gender-based, religious, disability-based, or epithets, derogatory jokes or comments, slurs that apply to any protected characteristic.
 - b. **Visual conduct**, such as derogatory posters, photography, cartoons, drawings, or gestures.
 - c. **Misuse of property**, such as using University computers, e-mail, or web services as a mode of communicating prohibited verbal or visual messages.
 - d. **Unprofessional conduct**, such as creating an academic or employment environment that could reasonably be perceived as intimidating, hostile, or abusive.

Sexual Harassment

Sexual harassment may be viewed as a particular type of gender-based discrimination. Prohibited forms of sexual harassment include but are not limited to the following kinds of behavior:

- **Verbal conduct**, such as sexual epithets, derogatory jokes or comments, slurs, or unwanted sexual advances.
- **Visual conduct**, such as derogatory or sexually-oriented posters, photography, cartoons, drawings, or gestures.
- **Physical conduct**, such as assault, unwanted touching, or blocking/interfering with an individual's ordinary movement or activities.
- **Misuse of property**, such as using University computers, e-mail, or web services as a mode of communicating prohibited verbal or visual messages.
- **Abuse of authority**, such as making a submission to sexual advances a term or condition of an individual's academic advancement or employment.
- **Unprofessional conduct**, such as creating an academic or employment environment that could reasonably be perceived as intimidating, hostile, or abusive.

Sexual harassment may take many forms. It may be subtle and indirect or blatant and overt. It may be conduct affecting an individual of the opposite sex or conduct affecting an individual of the same sex. It may occur between peers or between individuals in a hierarchical relationship. The fact that someone did not intend to sexually harass an individual is no defense to a complaint of sexual harassment. Regardless of intent, it is the effect and characteristics of the behavior that determine whether the behavior constitutes sexual harassment.

Sexual Misconduct

The following examples of sexual misconduct are prohibited, and include, but are not limited to:

1. **Sexual Assault**
Having or attempting to have sexual contact with another individual:
 - a. By force or threat of force.
 - b. Without effective consent.
 - c. Or where the individual is incapacitated
2. **Non-Consensual Sexual Contact** (or attempts to commit the same)
Any intentional sexual touching, however slight, with any object, by any person upon any other person, that is without consent and/or is by force. "Person" is regardless of gender status.

3. **Non-Consensual Sexual Intercourse** (or attempts to commit the same)
Any sexual intercourse, with any object or body part, by any person upon any other person, that is without consent and/or is by force. “Person” is regardless of gender status.
4. **Sexual Exploitation**
Taking non-consensual or abusive sexual advantage of another person for one’s own advantage or benefit, or to the benefit or advantage of another person. Examples of sexual exploitation include:
 - a. Causing or attempting to cause another person to become drunk, drugged or otherwise incapacitated with the intent of engaging in a sexual behavior.
 - b. Recording, photographing or transmitting images of sexual activity and/or the intimate body parts (groin, genitalia, breasts or buttocks) of another person without their consent.
 - c. Allowing third parties to observe sexual acts and voyeurism (spying on people who are engaging in sexual acts or who are doing other intimate activities such as undressing, showering, etc.).
 - d. Exposing one’s genitals in non-consensual circumstances or inducing someone to expose their genitals.
 - e. Knowingly transmitting a sexually transmitted disease or virus to another person without his or her knowledge.
 - f. Sexually-based stalking and/or bullying.
5. **Domestic Violence**
Violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
6. **Dating Violence**
Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship.
 - b. The type of relationship.
 - c. The frequency of interaction between the persons involved in the relationship.
7. **Stalking**
A course of physical or verbal contact directed at another individual that would cause a reasonable person to:
 - a. fear for his or her safety or the safety of others; or
 - b. suffer substantial emotional distress

Interpersonal Relationships

Golden Gate University seeks to maintain a professional educational environment. Actions of faculty members and employees that are unprofessional or appear to be unprofessional are inconsistent with the University’s educational mission. It is essential that those in a position of authority not abuse, nor appear to abuse, the power and influence with which they are entrusted. Therefore, it is in the University’s interest to provide clear direction and education with regard to interpersonal relationships among faculty, staff and students.

Romantic and sexual relationships, including those which are consenting or appear to be consenting, between between any instructional staff and a student have the potential for extremely serious consequences and must be avoided.

1. **Potential for Abuse of Authority and Influence**

Individuals entering into a consensual relationship must recognize that:

- a. The reasons for entering such a relationship may be a function of a difference in authority and influence between the individuals.
- b. Where the difference in authority and influence exists, even in a seemingly consensual relationship, there are limited after-the-fact defenses against charges of sexual harassment.
- c. The individual with the greater authority and influence in the relationship may bear the burden of responsibility.

Codes of ethics for many professional associations forbid professional-client relationships, and the relationships enumerated above should be viewed in this context. In the case of instructor and student, for example, the respect and trust accorded the instructor by the student, as well as the controlling influence exercised by the instructor in giving grades, academic advice, evaluations, and recommendations for further employment greatly diminish the student's actual freedom of choice in an amorous or sexual relationship.

2. **Conflict of Interest**

Conflicts of interest may arise in connection with consensual romantic and/or sexual relationships between instructional staff and students, supervisors and subordinates, or between employees and students. It is a generally accepted ethical principle in our society, reflected in the University's 'Employment of Relatives' policy that individuals are precluded from evaluating the work of others with whom they have an intimate familial relationship, or from making hiring, salary or similar financial decisions concerning such persons. The same principle applies to consensual romantic and/or sexual relationships.

3. **Sexual Assault and Consent**

Sexual assault may be defined as the imposition of non-consensual sexual conduct, including but not limited to sexual intercourse, oral copulation, penetration by a foreign object, or touching of the intimate parts of another. Sexual assault is absolutely prohibited, and any member of the University community found guilty of its commission may be subject to the sanctions hereinafter described. In addition, criminal and civil penalties may be imposed by state or federal authorities.

Consent generally means positive cooperation. The person must act freely and voluntarily and have knowledge of the nature of the act involved. Consent cannot be inferred from the absence of a "no"; a clear "yes," verbal or otherwise, is necessary. Consent to some sexual acts does not constitute consent to others, nor does past consent to a given act constitute present or future consent. Consent means "affirmative consent," which means affirmative, conscious, and voluntary agreement to engage in sexual activity.

It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent."

Consent cannot be obtained by threat, coercion, or force. Agreement under such circumstances does not constitute consent.

Consent cannot be obtained from someone who is asleep or otherwise mentally or physically incapacitated, whether due to alcohol, drugs, or some other condition. A person is mentally or physically incapacitated when that person lacks the ability to make or act on considered decisions to engage in sexual activity. Engaging in sexual activity with a person whom you know - or reasonably should know - to be incapacitated constitutes sexual misconduct.

Acquaintance rape, or date rape, is sexual intercourse undertaken by a friend or acquaintance without the consent of the other. Acquaintance rape is punishable in the same manner and to the same degree as similar conduct between strangers. Similarly, other acts of sexual assault are not affected by any acquaintanceship between the parties involved.

Refund Policy:

1. Learner can claim a refund for the amount paid towards the Program at any time, before the Cohort Commencement Date, by visiting www.upgrad.com and submitting duly filled refund form via the "My Application" section under profile. Processing fee of INR 10,000 will be levied while processing the refund. If a Learner has paid less than INR 10,000 while registering for the program, the Learner shall not be eligible for any refund in such case.
2. Learner shall not be eligible for any refund under any circumstances if refund request is raised post Cohort Commencement Date and Learner will continue to pay the monthly EMI for loan (if applicable) and such loan cannot be canceled. This is also applicable for those Learners who could not complete their payment and could not be enrolled in the cohort opted for. However, the Learner can raise a request for Pre-Program deferral as per the policy defined below for the same.
3. In case of a refund as per point 1 of this policy, the Learner will be solely responsible for any cancellation of loan, including but not limited to applicable loan cancellation charges levied on the total canceled loan amount. These charges will be decided by the third-party financial institution that has granted given loan to the Learner and upGrad will have no role to play in deciding the quantum of these charges.
4. Learners must pay the full fee within 7 days of payment of Caution Money or Cohort Commencement Date, whichever is earlier, otherwise the admission letter will be rescinded. 5. Request for refund should be sent via email in the prescribed Refund Request Form, post completing the steps as per point 1 of this Refund Policy. The refund will be processed within 30 working days of commencement of the program after being duly approved by the upGrad

Admissions Team.

Case Fee deducted/ charged

Before Program Commencement INR 10,000 (processing fee)

Post Program Commencement	No refund possible
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Deferral Policy: (Pre- Program Commencement)

- If a Learner, due to unavoidable circumstances is unable to commence with the cohort and requests for a deferral before the Cohort Commencement Date, Learner will have an option to defer to another batch.
- However, the learner will be required to pay 50% of the Total Program Fee amount (inclusive of taxes) before the deferral can be approved. Till this condition is complied with, the Learner will be assumed to be continuing in the same cohort.
- A Learner can request for deferral only once and to either of the scheduled cohorts to start in the next 1 year from the batch start date of the initial batch the Learner enrolled for. ● The Learner has time till the current Cohort Commencement Date to make the payment of the 50% of the Total Program Fee, post which the deferral request will expire. Once the deferral window expires and the Learner asks for a refund after the Cohort Commencement Date, the above-mentioned applicable refund policy will apply.
- The fee applicable to the deferred Learner will be as per prevailing Total Program Fee for the batch Learner as opted to defer to (No additional deferral fee is required to be paid).

Deferral Policy: (Post Program Commencement)

- If a learner is facing severe issues in dedicating time to the course, Learner will have an option to defer to another batch.
- A Learner can request for deferral only once and to either of the scheduled cohorts to start in the next 1 year from the Cohort Commencement Date of the initial batch the Learner enrolled for. ● The Learner will be required to pay a deferral fee of 10% of the Total Program Fee (inclusive of taxes) if any along with the differential program fees between the two cohorts
- The deferral request will be approved once the deferral fee is paid.

- Till this condition is complied, the Learner will be assumed to be continuing in the same cohort. ●
The Learner has 7 days (including holidays and weekends) from the date of deferral request to make the payment of the deferral fee, post which the deferral request will expire, and the learner will continue as part of the current cohort.
- If the Learner completes the deferral payment, the Learner’s login will be disabled, The Learner will leave the deferred cohort and the Learner will start learning on the new cohort from the point of the last assignment that was graded in the deferred cohort. All grades and progress till that point will be carried forward as it is to the new cohort
- The deferral can only be requested during the batch for which the Learner has enrolled is ongoing. Once the batch has been completed, deferral requests shall not be entertained. For clarification, the batch completion here shall mean the “last grace deadline” as communicated by upGrad.

Case Deferral fee

Before Program Commencement 50% program fee (including taxes) to be paid upfront- no additional deferral fee to be paid
 Post Program Commencement (0-7 days after program start date) 10% of the program fee (including taxes) to be paid within 7 days as deferral fee

Post Program Commencement (8 days after program start date)	Will have to continue as a part of the current cohort
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Disclosure: All academic policies mentioned are subject to change at the discretion of the Academic Committee of Golden Gate University.