

2016/17

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# Teesside University Terms and conditions



Inspiring success

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All details correct at time of publication.

## Introduction

These terms and conditions set out the basis on which we will provide educational services for all applicants enrolling on an undergraduate or postgraduate programme in the 2016/2017 academic year.

You should familiarise yourself with the University regulations, referred to in this document. You can read all the University policies, procedures and regulations that we refer to, [here](#), or you can get copies from a variety of places, for example your school (or college) or institution; the Office of Student Complaints, Appeals and Regulations (OSCAR); Student Services Department or the Students' Union (Union).

You can get further copies of these terms and conditions from the OSCAR.

If you require these terms and conditions or any other document referred to herein in a different format for your ease of reference, please contact OSCAR - details below.

T: 01642 342322

E: [oscar@tees.ac.uk](mailto:oscar@tees.ac.uk)

[tees.ac.uk](http://tees.ac.uk)



## 1 Scope and application

- 1.1 Your legal relationship with the University is comprised of a 'pre-enrolment contract' which arises when you accept an offer of a place at the University and an 'enrolment contract' which is formed when you have met the conditions of an offer (if any) and have enrolled as a student.
- 1.2 **Pre-enrolment contract:** The pre-enrolment contract effectively reserves a place for you at the University subject to any conditions contained in your offer letter. If you do not enrol by the deadline date given by us, your pre-enrolment contract will automatically expire at that date.
- 1.3 **Enrolment contract:** You are required to enrol at the University at the commencement of your programme and re-enrol at the beginning of each subsequent academic year of your programme. When you enrol, you become subject to these terms and conditions, which, together with your offer letter, registration form, the university regulations, the applicable programme specification, and the applicable programme handbook for your programme, set out the contract that applies between Teesside University ("the University" or "we" or "our") and you ("you" or "your").
- 1.4 These terms and conditions will apply from the day you enrol on your programme and will continue to apply for as long as you remain enrolled on the programme unless terminated earlier as permitted below in these terms and conditions.
- 1.5 **Order of precedence:** These terms and conditions, the University regulations, the programme specification and the programme handbook are intended to be mutually explanatory but in the event of a discrepancy then the order of precedence shall be as follows: (1) these terms and conditions; (2) the University regulations; (3) the programme specification; and (4) the programme handbook.

## 2 Definitions

- 2.1 **University regulations:** The University regulations as amended from time to time, is a comprehensive framework of rules, regulations, policies and procedures that governs and sets our expectations on matters such as your learning, teaching, assessment, conduct, use of IT and library facilities, health and safety issues, legislative requirements such as data protection and other aspects concerning your studies that you must abide by as a student of the University. These are further described in clause 3.2 and are freely available online [here](#) or alternatively from your school (or college) or institution, OSCAR, Student Services Department or the Students' Union.
- 2.2 **Programme specification:** The programme specification sets out an overview of the programme as approved by the University and can be found from our programme catalogue [here](#). It includes key information such as the awarding body, delivery location, award title, criteria for admission, aims and learning outcomes, key learning and teaching methods, assessment methods and programme structure. The most up-to-date information for your programme will be found prior to your enrolment on the University's [website](#).
- 2.3 **Programme handbooks:** Your programme handbook will be provided to you after enrolment. This will include, amongst other information, full details of your programme structure, module content, professional body accreditation (if any), and learning, teaching and assessment methods.
- 2.4 **Programme:** Programme means a programme of study leading to a University award or credit.

## 3 Terms and conditions

**3.1 Enrolment and fees:** By enrolling onto the programme you are agreeing to pay the tuition fees and any other fees relating to your programme and be bound by the University's Fees and Charges Regulations for that academic year which can be found [here](#). It is your obligation to make arrangements at the beginning of your programme for the payment of your fees. Failure to pay your tuition fees when due may lead to sanctions (see clause 3.9). You will be required to re-enrol each academic year of your programme. Your annual tuition fees will cover your first attempt at all the modules necessary to complete that academic year which includes a reassessment attempt of any failed components of a module. A restudy of any modules will incur an extra charge as set out in the University's Fees and Charges Regulations. You will need to pay the tuition fees that apply for the year that you enrol onto your programme. Home/EU tuition fees may be subject to annual increases but will not increase more than the fee caps as prescribed by the Office for Fair Access or such other replacing body (for 2017/18 fee caps [click here for more information](#)). We will take into account a range of factors including the rise in costs of delivering the programme and changes in government funding in determining any annual increase. Increases will be published on the University's web pages relating to fees at least three months before the start of the next academic year. International fees are fixed at the same level as the year of registration for all years of study on the programme. Full details of our fee structure can be found [here](#). If you are transferring credit from another institution, you will be advised of any additional modules that you need to take and the applicable fees.

You will be invoiced by the University for the full amount or remaining portion of your fees for each year of your programme (including repeat years), unless (for each year of your programme) you have either:

- a) financial support via Student Finance England, Wales, Northern Ireland or SAAS
- b) an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part
- c) you have applied for and obtained a discount or remission of fees.

**3.1.1** It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Office by the required date.

**3.1.2** If you enrol on the basis that you are or will be applying for a tuition fee waiver (full or part-time), bursary or other University funding source, you will be obliged to pay the full amount due if the application is not approved.

**3.1.3** If you are self-funding and have to pay your own fees, you can pay in a number of ways as set out in the University's Fees and Charges Regulations.

**3.2 University regulations:** You agree to comply with the regulations that apply to enrolled students.

Key provisions of the regulations of which you should be aware include:

- a) the University's expectations in regards to student attendance and academic progress, as set out in the Attendance Policy, Assessment Regulations and Academic Appeal Regulations. Failure to meet these expectations may mean that you are not permitted to progress on your course
- b) the University's rules regarding academic misconduct, including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the Academic Misconduct Regulations.

Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion

- c) the University's expectations of student behaviour, as set out in the student discipline procedure. Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the University
- d) the Regulations relating to Suspension of Students on Grounds other than for an unsatisfactory Standard of Academic Work which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study
- e) the University's rules governing fitness to practise, as set out in the Fitness to Practise Regulations, which apply to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University
- f) the requirement that applicants to professional courses undergo an enhanced disclosure barring service check before they can be enrolled on these programmes, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these programmes.

**3.3 Changes to programme:** We will seek to deliver your programme in accordance with the description in the programme specification. However there may be situations in which it is desirable or necessary for us to make changes to your Programme for example a force majeure

event (as explained in paragraph 7.3 below). If those circumstances occur, the University will seek to minimise the impact on the student learning experience by, for example:

- a) delivering a modified version of the same programme
- b) by making available to affected students such learning or other support and other services and facilities as it considers appropriate
- c) offering affected students the opportunity to transfer to another programme or to withdraw and be given reasonable support to move to another university.

In addition to the circumstances described above, the University will be entitled to make reasonable changes to its programmes where that will enable the University to deliver an equivalent to or better quality of educational experience to students enrolled on the programme. Examples of such circumstances may include:

- d) the content and syllabus of the programme where developments in the subject area make that necessary
- e) the location of the programme
- f) the method of delivery of the programme.

In making any such changes, the University will aim to keep the changes to the minimum necessary to achieve the required experience and will notify and consult with affected students in advance about any changes that are required. If the University changes a programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another programme or, if required, to withdraw and be given reasonable support to move to another university.

**Module options:** For programmes that have optional modules, we cannot guarantee that all module options will always be available. This is because there may be a limited number of places per module or certain modules may not be able to run if there is insufficient numbers or the

currency/topicality of the subject matter of the module has changed/ceased. In such cases, we will endeavour to supply a suitable alternative module.

**3.4 Location of programme:** The University has two campuses, Middlesbrough and Darlington. The location of your programme will be set out in the programme specification. We are committed to invest in the quality of both our campuses as well as the support we offer students who study via distance learning or through one of our collaborative partners. As such, on occasion, we may undertake redevelopment work which may cause you some disruption to your ordinary timetable. All our improvement works are designed to ensure disruption is kept to a minimum and is aimed at providing the best possible space and facilities for an excellent student experience.

**3.5 Your right to cancel:** You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you enrol ('cancellation period'). To exercise the right to cancel, you must inform the University of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form available [here](#) but it is not obligatory. The University will accept an email sent to [records@tees.ac.uk](mailto:records@tees.ac.uk). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

**Effect of cancellation:** If you cancel this contract as set out above, the University will reimburse to you all payments received from you. The University will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract. The University

will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

**Cancellation after the statutory**

**cancellation period:** If you cancel the contract after the statutory cancellation period has expired, the University will not refund payments received from you. Depending on when you cancel the contract you may be obliged to pay a proportion of your tuition fees, as set out in the University's Fees and Charges Regulations.

**Courses that begin within the statutory**

**cancellation period:** If your course is due to begin within 14 days from the date you accept the offer of a place at the University (for example, if you have applied through adjustment or clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the University's service to you to the date of cancellation, as set out in the University's Fees and Charges Regulations.

**3.6 Data Protection Act 1998 (the Act):** The University will hold and process your data for its own administrative purposes in order to provide you with educational services, including to facilitate your entitlement to membership of Teesside University's Students' Union and the University's Alumni Association. Full details of how we use your data are set out in our student privacy notice available [here](#): and in the University's wider Data Protection Policy which is available [here](#).

If you do not consent to your data being processed by us for our own marketing purposes, which may include fundraising,

please contact [enquiries@tees.ac.uk](mailto:enquiries@tees.ac.uk) or use the unsubscribe function at the bottom of any marketing emails. You may unsubscribe at any time.

**3.7 Intellectual property:** You agree to be bound by the University's [Intellectual Property Policy \(Students\)](#) and accordingly, if you are a post graduate research student, you assign to the University, by way of future assignment, all intellectual property created by you in the course of your research as a student of the University. You also license the University to use any of your previously created intellectual property which is incorporated in that research or research outcome.

You agree to keep your research material confidential. The University may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should the University derive a commercial value from your research, you may be entitled to apply for a share of net revenue under the University's Intellectual Property Policy (Students). You must not disclose to a third party any other confidential information of the University that you are told at the time of disclosure which is confidential or that is disclosed in a manner where it was obviously intended to be confidential. You acknowledge that the intellectual property rights in all course materials provided to you as part of your programme are owned by us or licensed to us and you agree to use such course materials only for your own personal study purposes.

**3.8 Audio recording of taught academic contact sessions:** You are normally permitted to audio record taught academic contact sessions for your personal use unless otherwise instructed by your tutor. Where recording occurs, you are not permitted to share it with anyone else (except with a transcriber to accommodate

a disability need) or put the recording in the public domain in any manner whatsoever. All intellectual property rights in the recording belongs to the University.

**3.9 Debts:** We may, at our discretion, withdraw facilities from, withhold the conferment of academic awards to, terminate the enrolment of or refuse to enrol or re-enrol persons who owe academic-related monies to us in accordance with our Fees and Charges Regulations and the Student Debt Policy. Academic debtors will not be invited to attend the Academic Awards Ceremony and their name will not appear in the Academic Awards brochure. In deciding what action to take, the University will consider all the circumstances of your case. The University's full policy on the recovery of academic debts is available [here](#).

**3.10 Equality Act 2010:** If you have a disability or a long term health condition, you are strongly encouraged to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. Information about the help we can offer can be found [here](#).

**3.11 UK visas and immigration:** If you are a Tier 4 sponsored student, you must comply with the immigration rules, conditions of your visa and obey the law at all times and it is your sole responsibility to familiarise yourself with the UK immigration requirements and ensure you comply with the conditions of your Tier 4 visa. We reserve the right to request appropriate evidence from any Tier 4 sponsored student that they are complying with the conditions of their visa, as we see fit. We will not take any responsibility for students who breach any of their Tier 4 visa conditions and will withdraw Tier 4 sponsorship in these cases. The University's Tier 4 compliance policy prescribes how the University discharges its Tier 4 sponsorship requirements to UKVI.

**3.12 Complaints:** The University has a student complaints policy and procedure that is accessible to all students of the University. Full details of the procedure can be found [here](#).

**3.13 Office of the Independent Adjudicator (OIA):** If, further to your complaint, we have provided you with a completion of procedures letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the OIA. Full details of how the OIA works can be found [here](#). Once the OIA is considering your complaint, you may not normally commence any legal proceedings in the civil courts on the same matter.

**3.14 University halls of residence:** If you are offered a place in our halls of residence, it is dependent on you remaining enrolled as a full-time student with us. If you withdraw from your programme or are required by us to withdraw from it, you will also be required to leave our accommodation.

**3.15 Changes to University Regulations:** The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University such changes will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- a) to review and update the Regulations to ensure they are fit for purpose
- b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance
- c) to incorporate sector guidance or best practice
- d) to incorporate feedback from students
- e) to aid clarity or consistency of approach.

The University will consult with the students' Union before making any substantive changes to the Regulations.

Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to the Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

**3.16 Students' Union (Union):** All students registered at the University are entitled to full membership of the Union. Students automatically become a Union member unless they opt out in accordance with the University's Students' Union Code of Practice [here](#). Every registered student at the University has the right to choose not to be a member of the Union and/or not to be represented by it, and not to be unfairly disadvantaged by reason of having exercised that right. The sole consequences for a registered student of the University of choosing not to be a member of the Union are:

- a) ineligibility to vote in Union elections or referenda
- b) ineligibility to stand in Union elections
- c) ineligibility to hold office in any Union club or society.

The Union is governed by the law relating to charities. The Union cannot have a political purpose and must not seek to advance the interest of any political party although it may seek to influence political opinion on issues relating directly to its own stated purposes, provided such activity is within its powers.

The ways in which charities may or may not, legitimately engage in political activities is the subject of advice and legislation from time to time by the Charity Commission, Courts of Law, parliament, and government departments. Expenditure must be at a reasonable level, taking into account the potential benefit to union members, and the financial resources and commitments of the Union.

The University is responsible under section 43 of the Education (No.2) Act 1986 for the provision of safeguards to ensure freedom of speech within the law. The University's Code of Practice on Freedom of Speech is published [here](#).

## 4 The University's obligations

### We agree:

- 4.1 to provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your programme as described in the University's prospectus, programme specification and your programme (course) handbook for the relevant academic year
- 4.2 to make available to you the learning support, advisory facilities and other general services provided by the University for all its students
- 4.3 to maintain and enhance the quality of your programme, drawing on feedback both internally and externally, as appropriate
- 4.4 to give you reasonable notice of proposed changes to the delivery of your programme or other services, and to consult you on any material changes which, in exceptional circumstances, may be necessary. These may include alterations to the timetable, location, number of classes and method of delivery of your programme, or variations in its content or syllabus
- 4.5 to ensure that our staff undertake regular continuing professional development.

## 5 Your obligations

### You agree:

- 5.1 to comply with your obligations as stated in these terms and conditions, and to follow any reasonable instructions issued to you from time to time, by or on behalf of the University
- 5.2 to comply with the University regulations, as amended from time to time
- 5.3 to attend induction events, lectures, tutorials, examinations and other activities which form part of your programme (subject to absence for medical or other agreed reasons); and to submit, by required deadlines, course work and other assignments (subject to exceptional circumstances, such as illness, when special procedures must be followed to obtain allowance as set out in the University regulations
- 5.4 to attend all formal teaching sessions, to engage with your studies, and to inform a designated member of staff if you are unable to attend classes. If you are a Tier 4 student it is a condition of your visa that you attend all your classes and maintain contact with the University. You will be required to comply with UKVI Regulations and the conditions of your visa, including attendance requirements
- 5.5 to comply with any professional standard or code of conduct applicable to your programme; and to abide by any special conditions set out in your programme (course) handbook, or notified to you by the University
- 5.6 to enrol and subsequently re-enrol at the beginning of each academic year of your programme
- 5.7 to actively engage with the University and regularly check your University email account for updates and current information

- 5.8** to disclose any relevant criminal conviction that is not spent when applying to the University and subsequently, whilst enrolled on your programme, to notify us in the event that you are charged or found guilty of any criminal offence that is not spent (for certain programmes we may also ask you to complete a disclosure application to the Disclosure and Barring Service, which may include disclosure of spent convictions)
- 5.9** to notify your school (or college) or institution of any changes to your name, term-time address and/or home address, or any other change to information supplied by you when you submitted your application form or enrolled. For certain programmes, we may also ask you to inform your school (or college) or institution of changes in your circumstances, including your health status or any police investigations you become the subject of, where this has direct impact on your ability to undertake a specific programme of study
- 5.10** to pay your tuition fees, any other expenses relating to your Programme and charges for your use of any University services or facilities
- 5.11** to provide accurate and complete information in support of your application and enrolment
- 5.12** adhere to the principles set out in the University's Guide to Promoting a Mutually Respectful Community available [here](#)
- 5.13** to formally notify the University if you wish to withdraw or transfer from your programme and/or from the University by completing the Withdrawal Form available from your School and agree to bear the financial consequences of doing so as detailed in the University's Fees and Charges Regulations.

## 6 Termination

- 6.1 Default termination:** Unless terminated under clause 6.2 or 6.3, these terms and conditions will end automatically when the University publishes notification of awards relating to your programme. In cases where an award is not published, the effective date of completion will be the date of issue of record of progress relating to your programme.
- 6.2 Termination by you:** These terms and conditions will cease to apply if you exercise your right to cancel and/or withdraw from the University in accordance with clause 3.5 or 5.13. Terminating under clause 5.13, may not necessarily end your responsibilities and liability under these terms and conditions (see clause 5.13).
- 6.3 Termination by us:** We may terminate your contract for the supply of educational services and withdraw you from your programme for serious breaches of the regulations (see paragraph 3.2 above) and/or the occurrence of any of the following circumstances:
- a) if, for any reason, you are unable to satisfy any mandatory entry requirement of your programme
  - b) if, between accepting our offer and enrolling on your programme, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your programme
  - c) if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your programme
  - d) if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your programme

- e) if, in our reasonable opinion, any qualification or status has been obtained by fraud
- f) if you fail to pay your tuition fees in accordance with our Fees and Charges Regulations
- g) if you are convicted of a serious offence in the UK or an equivalent offence of any other country
- h) if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are expected to attend or be a member of as part of your programme
- i) If, for any reason, we are unable to sponsor your student visa in accordance with and in compliance with the UK's immigration rules, or, if, for any reason, we are required to withdraw that sponsorship
- j) if we withdraw you from your programme for any reason as permitted by the University regulations (including disciplinary or professional conduct matters, non-attendance and/or non-engagement with the University or as a result of decision of an assessment board for your academic performance).

Any action we take under the termination provision will not restrict our ability to take any other action against you that we have the right to take.

## 7 Other important provisions

- 7.1 Liability:** We will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe to you at law, but not to the extent that such failure is attributable to by your own fault and/or the fault of a third party. Nothing in these terms and conditions shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.
- 7.2 Limitation of liability:** Save as aforesaid for death or personal injury, our liability to you for all other loss or damage suffered by you as a result of the University's breach of its obligation shall be limited to 150% of the total sums paid by you to the University whilst enrolled on your programme whether your claim is brought under these terms and conditions or otherwise.
- 7.3 Force majeure:** We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, exceptional cases of staff illness, significant changes to our funding or to government direction to higher education, severe weather, fire, terrorism, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness, the unexpected absence or departure of a key member of staff; where the numbers recruited to a programme and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.

In such circumstances, we reserve the right to change or cancel parts, or all, of your programme.

**7.4 Contracts (Rights of Third Parties) Act**

**1999:** These terms and conditions are personal to you. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

**7.5 Notices:** The University may serve notices on you by email to your University email address or by sending the notice to the last recorded address that we hold for you. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

**7.6 General provisions:** If any provision of these terms and conditions becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

**7.7 Entire agreement:** These terms and conditions, the University regulations, the applicable programme handbook and programme specification and any other documents referred to herein are the entire understanding between you and us about your programme and replace any other undertakings or representations.

**7.8 Non waiver:** The University's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

**7.9** All references to statutory legislation includes any amendments or successor to that legislation.

**7.10 Survivorship:** The expiry or termination of these terms and conditions for whatever cause shall not affect any provision of these terms and conditions capable of surviving or operating in the event of expiry or termination of these terms and conditions and shall not prejudice or affect the rights of either party against the other party in respect of any breach of these terms and conditions.

**7.11 Law and jurisdiction:** These terms and conditions shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.

This publication is available in alternative formats on request.

Please contact the Office of Student Complaints, Appeals and Regulations  
on +44 (0) 1642 342322 or email [oscar@tees.ac.uk](mailto:oscar@tees.ac.uk).

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