



Student Terms & Conditions

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Preamble

42 Berlin is an innovative higher education coding school aiming to redefine formal education by leveraging project-based, peer-to-peer learning. The 42 approach is adopted by a global network of schools.

At 42 Berlin, we embrace all colours, genders, and ages, fostering a supportive and inclusive environment. We provide access to real-world experiences, helping you build a strong portfolio as a coder across various fields and placing you in the driver's seat of your career.

These Terms & Conditions form the basis of our relationship and apply to both Piscine participants and students. For simplicity, this document refers to both groups collectively as "students."

Who We Are

42 Wolfsburg/Berlin e.V. is a non-profit association that operates the programming schools 42 Berlin ("42 Berlin") and 42 Wolfsburg ("42 Wolfsburg"), offering tuition-free training in software development.

Association Details

- 42 Wolfsburg/Berlin e.V.
- Registration Court: Local Court Braunschweig
- Association Registration Number: VR 201961
- Address: Porschestraße 2 c, 38440 Wolfsburg
- Presidents of the Association (Board as per § 26 BGB): Ralph Linde & Andrea Morgan-Schönwetter
- CEO of Schools (Special Representative as per § 30 BGB): Stephanie Levy

Campus Address

42 Berlin
Harzerstraße 39
12059 Berlin

Our Mission: Training the next generation of coders through peer learning

Our Vision: The hub for tech-first education and innovation

Our Values: To fulfil our mission and turn our vision into reality, we expect every member of the community to familiarise themselves with our values. Our community values drive how we select talent, design our campuses and feed back into the tech world. This helps employers find and hire a workforce that is increasingly reflective of our society and, in turn, facilitates innovation and growth. One of our long-term goals is to foster a diverse range of role models who inspire future generations of coders.



Peer learning for excellence: We disrupt the traditional education system for coding by shifting the focus towards skills and employability. We uphold academic integrity with collaboration, feedback and fairness.

Celebrate individual differences: We commit to inclusion, equity and the non-negotiable safety and dignity of our community members. Our diversity brings strength and innovation.

Use tech for good: We acknowledge our own biases and how they might affect our work. We employ our skills for a positive impact in the world.

Embrace freedom with responsibility: We take charge of our own learning in a culture of trust, respect and self-improvement. We care about our planet, our community, our well-being and the sustainability of our organisation.

Subject of these Terms & Conditions

These Terms & Conditions concern a tuition-free study programme (curriculum) at 42 Berlin. Learning at 42 requires a high degree of motivation and self-organisation. The campus language is English.

The study programme consists of two stages:

1. Core Curriculum (up to *Rank 06*): Includes 16 learning modules, 5 exams, and a paid work experience. In this phase, you will acquire the fundamentals of software development.
2. Advanced Curriculum (up to *Level 21*): Advanced skills training in different programming areas, including a second paid work experience.

Duties of 42 Berlin

42 Berlin commits to:

- Admitting the student to study at 42 Berlin free of charge and granting the status of "Learner 42" during the Core Curriculum, and "Member 42" during the Advanced Curriculum.
- Providing access to the 42 Intranet and other relevant tools to users, subject to reasonable limitations, including but not limited to technical feasibility, maintenance requirements, or force majeure. The primary responsibility for ensuring this access rests with Association 42 (also referred to as 42 Central).
- Granting the student access to the premises (e.g. via login details for our building access app).



- Supplying appropriate IT equipment at the 42 Berlin campus (Harzerstraße 39, 12059 Berlin).
- Issuing an “End of Curriculum Certificate” upon completion of the required learning content.

Duties of the Student

Students must comply with the values and rules of 42 Berlin, including the following:

- Respect all members of the 42 Berlin community, including yourself.
- Honour your commitments and activities.
- Be punctual.
- Make sure your peers have a voice and can be heard, free from prejudice and judgment.
- Empathy and care. Empathise with others and make them feel welcome.
- No abuse or harassment of any kind will be tolerated.
- No discrimination of any form will be tolerated.
- Do not post content that directly or indirectly promotes pornography, nudity, violence, illegal substances, weapons, or other potentially offensive material.
- Do not disclose private information or expose other students.
- Do not install unauthorised extensions or programmes in the provided development environment.
- Do not exploit bugs or system failures for personal gain or to disrupt the proper functioning of the 42 environment.
- Do not cheat during projects, exams, or other learning activities.
- Do not use 42 communication channels for advertising or personal announcements.

For a comprehensive overview of rules, values, and governance, refer to the following resources:

- [Community Values Page](#)
- [House Rules Page](#)

Selection Process

The selection process is designed for candidates to demonstrate their ability to succeed in the curriculum. It consists of two phases:

- (i) An online memory and logic test with an average duration of two hours;
- (ii) An immersive 4-week training camp, geared to introduce the 42 learning method (The Piscine).



The selection criteria for the curriculum are exclusive to 42 Berlin and cannot be challenged, negotiated, or disputed. Please note that during selection phase (ii), given the demand and intensity of the training, it is usually not possible to work part time or significantly engage in other activities. In-person participation is preferred wherever possible.

Under certain conditions, such as the circumstances brought by the COVID-19 pandemic, phases (i) and (ii) can be conducted remotely via online platforms.

Online Platforms

Students are required to use online platforms such as the 42 Berlin Intranet and the 42 Berlin Slack channels (“Platforms”) during the selection process and curriculum. Access to these Platforms is strictly restricted to people who have successfully completed phase (i) of the selection process. German law applies to any misconduct on these Platforms.

Candidates or Students must not use our Platforms for purposes and activities that are not related to the selection process or the curriculum. You are expected to behave according to the house rules, including:

- (i) use tech for good;
- (ii) respect yourself and others.

Email

Students are provided with their own 42 Berlin email alias. This alias is intended for logging into the Intranet (intra.42.fr), receiving information from 42 Berlin and to facilitate communication between students and 42 Berlin staff. Email aliases are in the following format: <login>@student.42berlin.de.

This email alias can receive but not send emails. The content is forwarded to the personal mail address that is specified on the Intranet profile.

Complying with the 42 Berlin Curriculum



- Intranet: The 42 Intranet is the central resource for the curriculum, including all relevant components.
- Projects: The curriculum comprises projects that students must complete sequentially.
- Events: 42 hosts voluntary extracurricular events (e.g. talks, hackathons, workshops) that are voluntary and do not directly affect curriculum progress.
- Peer Evaluations: Participation in peer evaluations is mandatory and provides valuable learning opportunities.
- Exams: Students must regularly pass exams to advance to higher-level projects.
- Work experience: Work experience is mandatory after the Core Curriculum and during the Advance Curriculum.

Community Service (TIG) and Strikes

- Community Service: Students who breach house rules may be required to contribute time to the community.
- Strikes: These are issued for more serious or repeated violations of the house rules.
 - Pisciners are expelled after 1 strike.
 - Students are expelled after 3 strikes.
 - Gross negligence or misconduct can lead to immediate expulsion.
 - Cheating in exams or the regular curriculum can also result in strikes or expulsion.

Maintaining Minimum Learning Progress

Core Curriculum: Pace & Milestones

- The Pace & Milestones System is a dynamic framework that sets deadlines for students to complete their projects within the Core Curriculum. The Core Curriculum forms the initial phase of your studies at 42 Berlin and includes all projects and exams between libft and ft_transcendence. The Core Curriculum has a maximum duration of two (2) years, excluding Freezes.
- When you begin the Core Curriculum and complete the Welcome Form, you will be assigned a Pace, which represents the expected duration for completing the Core Curriculum.
- Your Pace is determined based on your anticipated weekly attendance hours. It has a minimum duration of eight (8) months and cannot exceed twenty-four (24) months, excluding Freezes. The expected end date of your Core Curriculum will be displayed on the Intranet.



- Additionally, your Milestones will be calculated. A Milestone represents a specific period within which you are expected to complete an entire cycle of projects and exams (also referred to as Quests) in the Core Curriculum. Each Milestone deadline is determined based on your Pace.
- If you complete all the required projects and exams before the Milestone deadline, you will advance to the next cycle, and a new Milestone will be calculated for you. You also have the option to accelerate your Pace, allowing you to progress faster. In this case, a new Milestone deadline will be assigned accordingly.
- If you fail to complete your projects before the Milestone deadline, your Pace will be slowed down, and a new Milestone deadline will be set. This continues until you reach the Milestone Ultimate Deadline. Failing to meet a Milestone Ultimate Deadline will result in the termination of your studies at 42 Berlin.
- Please note that the rules of the Pace & Milestones System may change over time. The current rules are available and implemented on the 42 Intranet.

Advanced Curriculum & Alumni Launchpad

After successfully completing the Core Curriculum, which includes validation of ft_transcendence and achieving Exam Rank 06, students advance to the 42 Advanced Curriculum. At 42, the term *Alumni* refers to students from any 42 campus worldwide who have completed the Core Curriculum and are no longer pursuing their studies. When you become an Alumni, the message “*You’re now an Alumni!*” will appear on your 42 intranet account. This status is irreversible and can only be obtained after successfully completing the Core Curriculum.

For a full description of Alumni status and its benefits, please refer to the 42 intranet.

Cheating

Cheating or exploiting the system is strictly prohibited. Examples of cheating include:

- Use of external sources of information or communication during exams
- Projects must be designed and completed by students themselves; copying code or using code generated by tools such as ChatGPT is not permitted.

This list is not exhaustive.

If students are caught cheating, appropriate measures will be taken by 42 staff, ranging from a reduction in points and invalidation of projects to termination of studies.



Leave of Absence

A leave of absence is possible through the Freeze system, which allows students to pause their progress in the Core Curriculum, including the Pace & Milestones counter. The Freeze system is intended for external issues or personal leave. During such a break, access to 42 resources is limited. Please refer to the House Rules for further information.

Software & Accounts

42 Berlin provides students with software and accounts for online tools. These are to be used exclusively for study purposes, and students must safeguard their passwords. 42 Berlin reserves the right to temporarily or permanently block access to software or tools in the event of a breach.

Announcements

Students are required to take note of staff announcements, which may be communicated via email, Notion, Slack, or during the Community Meeting.

Availability of the Campus and 42 Intranet

The 42 Berlin campus and Intranet are generally available 24/7. However, students do not have an entitlement to their use. Availability, capacities, and opening hours may be subject to temporary or permanent change.

House Rules

Students must comply with the House Rules, which are available in their current version via Notion. The House Rules may be subject to change. Students are responsible for staying informed of any updates, which will be communicated through appropriate channels (e.g., email, Slack, Notion).

Building Access



Students will be issued login details for the Sensorberg (Geyerwerke) building access management app.

- Access Rights: App access does not entitle students to use the 42 Berlin building. Access will be revoked in cases of expulsion or termination of studies (black hole).
- Safekeeping: Students must safeguard their Sensorberg access details. Any unauthorised sharing or compromise of login details must be reported in writing to 42 Berlin without undue delay. Upon reporting, the affected access will be blocked or reset, releasing the student from liability for misuse (e.g., by third parties).
- Personal Use: Access details are non-transferable. Students are permitted to use only their own credentials and must not share them with others. Access will be revoked upon termination of the student status.

To ensure the access app is used exclusively by the respective student, 42 Berlin reserves the right to verify identities using photo ID prior to granting building access.

Further rights and obligations regarding Sensorberg access may be outlined in the House Rules.

Security and Safety

Once students have been given access to the 42 Berlin building, they agree to comply with the following:

- Any visitors must register at the front desk and check out at the front desk
- Out of hours visitors are not permitted
- Students must not share their building access details with anyone
- Emergency exits must not be obstructed
- Doors must be locked and closed where necessary
- Students must report any security or safety-related issues to a member of staff without undue delay

Student ID Card

Students will be issued a Student ID Card containing their name, Intra name, and photograph.

- The ID card must be visibly worn during on-site presence to allow 42 staff to identify students.
- If the card is lost or damaged through the student's fault, a replacement card will be issued, and 1 hour of community service (TIG) will be applied.



Equipment

All equipment provided (both movable and immovable) must be treated with care. Any damage, whether caused or detected, must be reported to 42 staff immediately.

Use of Lockers

A limited number of lockers are available on campus. Usage is subject to availability, and there is no entitlement to a locker. Students must adhere to the terms of use for lockers, which are available via Notion.

Personal Liability Insurance

Students are liable for any damages, financial losses, or personal injuries they cause, whether on-site or online. 42 Berlin requires all students to maintain valid personal liability insurance at all times.

Appropriate Use of Communication Systems

Students must use the internet and communication systems on campus responsibly.

- **Prohibited Activities:** Any intentional or reckless use of electronic communication systems that harms the interests or reputation of 42 Berlin, compromises IT security, or violates legal provisions or House Rules is strictly forbidden.
- **Bandwidth Usage:** The internet connection is for study purposes. Downloading/uploading large files for other purposes or consuming excessive bandwidth (e.g., streaming) is not permitted.
- Commercial, political, union-related, or religious advertising is strictly forbidden on any of the Platforms used throughout the selection process and curriculum. However, appropriate use for relevant community announcements is free of charge and encouraged, subject to the following conditions:
 - the information's origin must be clearly indicated;
 - the information must not be defamatory;
 - the information must not adversely affect any concerns for privacy in any way, and;
 - the information must not be misleading.
- 42 Berlin staff may remove information without prior notice in the case of misconduct.



Duration, Termination & De-Registration

Students are bound by these Terms & Conditions from acceptance until the termination of their studies. Certain obligations—such as those regarding confidentiality, copyright, and data protection—may remain in effect beyond termination.

- **Voluntary Termination:** Students may terminate their studies at any time by submitting a written notice
- **Automatic Termination:** The contractual relationship ends automatically if the student is “absorbed by the black hole” (i.e., prolonged inactivity or insufficient progress).
- **Termination by 42 Berlin:** 42 Berlin may terminate the relationship with immediate effect in cases where:
 - Admission was obtained through false or incomplete information.
 - The student seriously or repeatedly violates obligations, including the values of 42 and House Rules.
 - The student fails to meet progress requirements (e.g., missing a Milestone Ultimate Deadline).

In the event of closure or restructure of 42 Berlin, the organisation reserves the right to terminate this agreement immediately and without prior notice. Such termination shall not entitle students to any form of compensation or reimbursement. The right to extraordinary termination for cause remains unaffected. Upon termination, students must return all items, including the Student ID Card, to 42 staff.

Changes to Terms & Conditions

Any changes or amendments will be communicated to students, who must provide consent. Failure to give consent by the specified deadline will result in automatic termination of the contractual relationship.

Liability

42 Berlin/Berlin e.V. accepts no liability for whether a student will pass examinations, achieve a specific goal, or reach a particular level in their learning at 42 Berlin. The liability of 42 Berlin, for whatever legal reason, in connection with the use of the premises, and the commute to and from the premises and building, is limited to intent and gross negligence. Exceptions apply to accidents occurring on the premises, for which students are insured by



42 Berlin. Students are responsible for reporting accidents to staff immediately. The above liability provisions apply equally to employees and other parties.

In cases of slight negligence, 42 Berlin shall only be liable for breaches of material contractual obligations (cardinal obligations) in connection with the performance of the contract. In such cases, however, liability is limited to damages that were foreseeable at the time of entering into the contract and typical for the contract, as well as for personal injury. Cardinal obligations are those obligations that enable the proper execution of the contract and on which the student may regularly rely.

Copyright

The copyright to learning documentation, projects, scripts, specific data provided for the curriculum, or other learning materials made available during the programme belongs solely to 42 Berlin or the respective author or producer.

Students are not permitted to reproduce the learning materials or contents, including connected subsystems (such as online libraries), in whole or in part, to store them in data processing media, to distribute them in any form, or to make them accessible to third parties without the written consent of 42 Wolfsburg/Berlin e.V., or the author or producer.

It is not allowed to transmit or disclose confidential or sensitive information regarding 42 Berlin or any of our partners without the prior consent of a member of staff. This includes the 42 Berlin logo and any documents internally distributed during the Selection Process and the Educational Programme.

Violation of the above paragraph is considered gross misconduct. Protecting the data privacy of Candidates, Students, staff members, partners, 42 Berlin and affiliated organizations is our priority.

Any fraudulent use of software, computer piracy or other violation of the law may result in civil and criminal penalties.

The student undertakes to license all protectable content (in particular software developments) created by them during their studies using 42 Berlin's resources and infrastructure ("work results") under an open-source licence, as defined by the Open Source Initiative in 2007, available at <https://opensource.org/osd>. Students should choose licences that stipulate that all adaptations (such as modifications and additions) of the work results are also subject to the original licence when passed on. The goal is to ensure that all work results and their adaptations are made available to the public for free use in the long term. Favoured open-source licences include the relevant GNU GPL licences and Creative Commons licences with a "ShareAlike" (SA) condition.

Students must ensure that their work does not infringe third-party rights and shall indemnify 42 Berlin against any liability arising from such infringement.



Confidentiality

The sharing and publication of confidential and/or proprietary information about the projects and content of 42 Berlin is prohibited. Students must maintain confidentiality beyond the duration of the contractual relationship.

For the purposes of these Terms and Conditions, "confidential information" includes all non-public information related to:

- 42 Wolfsburg/Berlin e.V. as an institution,
- developments or inventions,
- research results,
- internal products, programmes, or other results,
- any 42 student,
- any partner organisation or corporation,
- any expert or participant involved in a 42 Berlin programme,
- any corporation established by a student during their studies,
- or any company associated with students.

This includes, in particular, technical data, trade secrets, know-how, research, product plans, drawings, partnership information, or other data relating to the products, services, or markets of a disclosing party.

"Intellectual property rights" hereinafter includes all rights which are registered for intellectual and industrial performances, which are accessible to the special protection of rights, by the respective owner of the rights. They include the technical property rights, namely patents, utility models and plant variety rights, the aesthetic property rights related to copyright, namely design patents and typographic characters, the semiconductor protection right standing between the utility model and the design patent, as well as the trademark rights protected under the Trademark Act (trademark, business designations, geographical indications of origin).

In the present case, "intellectual property rights" also includes copyright and supplementary protection under competition law.

Media Waiver

By agreeing to these terms and conditions students grant permission to use their first name in combination with any image (photograph), video footage or written statement taken or recorded during their time at 42 Berlin for marketing or PR purposes.



Students also waive any right to inspect or approve photographs or electronic matter that may be used in relation to them now or in the future, whether that use is known to them or unknown. Students waive any right to royalties or other compensation arising from or related to the use of images & given statements. Students confirm that any photos, videos or similar, provided by them under this agreement, are free from third-party property rights.

Students who do not wish to be filmed or photographed may inform the responsible person on campus or online, and their wishes will be respected by 42 Berlin.

Furthermore, 42 Berlin may use information about the student experience (e.g., testimonials) for its own communication purposes. Photos, film recordings, and testimonials may be processed and published by 42 Berlin in its legitimate interest, as described in the separate data protection information. For any publication specifically focused on an individual student, 42 Berlin will seek the student's explicit consent.

Data Protection

By agreeing to these Terms and Conditions, students confirm that they have been informed that 42 Berlin may store the data necessary for the execution of the contract and use it accordingly. Students confirm that they have read and understood the data protection information, which is available at <https://42Berlin.de/en/privacy-policy/>.

Personal data collected may be evaluated for internal statistical purposes, particularly in the legitimate interest of improving the learning offer. Data will be treated confidentially and may be shared with service providers (strictly bound by instructions, carefully selected, and contractually obligated processors in accordance with Art. 28 GDPR) for the daily business operations of 42 Berlin. Data may also be shared with authorities or other recipients, for example, for the assertion, exercise, or defence of legal claims, where required by law or justified by legitimate interests.

If students become aware of confidential information or business secrets of other students, 42 Berlin, its employees, or cooperation partners, they are obligated to maintain confidentiality unless required otherwise by law.

Some tools, such as the intranet, are provided by 42 Central (Association 42). Association 42 is the sole controller of any data processed via those tools, in accordance with the GDPR. 42 Berlin is the data processor.



Final Provisions

Should any provision of these Terms and Conditions be or become invalid, void, or unenforceable, the validity and enforceability of the remaining provisions shall remain unaffected. In place of any invalid, void, or unenforceable provision, the parties shall agree on a provision that comes as close as possible to the original intention of the omitted provision, to the extent legally permissible. The same applies to any gaps in these Terms and Conditions.

The law of the Federal Republic of Germany shall apply to these Terms and Conditions. To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Berlin.

The preamble shall be consulted for the interpretation of these Terms and Conditions. Any changes, amendments or additions to these Terms and Conditions must be communicated in writing. Students who wish to withdraw their agreement to these Terms and Conditions must also contact 42 Berlin in writing. Verbal notifications are invalid.