

General terms and conditions for corporate programmes

The following general terms and conditions apply to all of the activities of "Formation Continue UNIL-EPFL" (FCUE) and its corporate programmes. A corporate programme is one that is specially developed and/or offered specifically for a company, public institution or professional association. When a corporate programme requires participants to apply individually, then the regulations for applications apply as described in the "General terms and conditions for open programmes".

1. Introduction

The FCUE is a foundation encompassing all of the continuing education activities of the "Université de Lausanne" (UNIL) and the "Ecole Polytechnique Fédérale de Lausanne" (EPFL). The head office of the FCUE is located at the EPFL, "Quartier de l'Innovation". All programmes are at the university level and may be certified or non-certified.

2. Programme proposals

A proposal is normally made before setting up the programme. The proposal stipulates such factors as the programme's goals, content, number of participants, duration, price, specific dates to be reserved, type of certificate to be issued and the payment method for fees and expenses. Proposals are not binding for either party. Written confirmation of the acceptance of a proposal, including by email or fax, binds the parties to the contract's terms and conditions, which take precedence if they differ from the conditions presented herein.

3. Protection of data

By signing the contract, the client agrees that the FCUE may use any information (address, transcript statistics, compliance with payment terms, behaviour, etc.) for internal purposes. The client also agrees that the FCUE may use data on the company for its own commercial or organisational use. Corporate data will not be communicated outside of the FCUE except on an anonymous basis. At anytime, the client may request to no longer receive mail or email from the FCUE.

4. Programme fees

All fees are expressed and payable in Swiss francs. The client must pay the contractual amount of the corporate programme in two instalments: 50% on signing the contract and 50% at the end of the programme. Payment must be made no later than 30 (thirty) days after the billing date. Invoices are considered to be accepted if they are not contested in writing within a period of 20 days.

5. Travel, accommodation and meal expenses for faculty members

The travel, accommodation and meal expenses for faculty members and participants are not included in the price of FCUE services and are billed separately.

6. Cancellation or rescheduling by the client

In exceptional circumstances, the client may have to postpone or cancel a corporate programme. In all cases, the client must pay FCUE for any design and development costs incurred up through the cancellation date. Programmes cancelled at least 90 days before the initially scheduled first day of class can be cancelled without any financial penalties, except for any design and development costs incurred by the FCUE. For programmes cancelled between 90 and 60 business days before the first day of class, the client must pay the FCUE the equivalent of 20% of the value of the contract or the design and development costs incurred if higher. For programmes cancelled between 60 and 30 business days before the first day of class, the client must pay the FCUE the equivalent of 50% of the value of the contract or the design and development costs incurred if higher. For programmes cancelled less than 30 business days before the first day of class or during the programme, the client must pay the FCUE the equivalent of 100% of the value of the contract. If a session is postponed at the client's request, the client must cover any expenses incurred by the FCUE due to the schedule change. If the two parties cannot agree on a new time, the client may cancel the session according to the terms described above.

7. Change of instructors

If an instructor is unable to give one or more sessions, the FCUE will do everything within its power to find a substitute with equivalent qualifications. If a speaker with the same qualifications is not available at the initially scheduled time, the parties will reach an agreement on another suitable date and the client will not be billed any additional expenses. The FCUE does not have to make any reimbursement for sessions that cannot be held at the initially scheduled time and when the rescheduled dates proposed by the FCUE do not suit the client.

8. Participant exclusion

Instructors are authorised to expel participants from a programme at anytime when their behaviour disrupts the smooth functioning of the session. No reimbursement is made for expulsions.

9. University degrees and certificates of attendance

Certified programmes can be used to obtain a university degree issued by the UNIL and/or the EPFL. Certificates of attendance are issued for non-certified programmes. Only participants that have attended the full programme, or at least 80% of the programme in case of justified absences, may receive a degree or a certificate of attendance.

10. Evaluations

Participants are asked to complete a final evaluation for each programme. The evaluation questionnaire is provided either by the client or the FCUE. For clients with a continuing education department, the original evaluations are sent to the client and the FCUE keeps a copy for its records. Otherwise, to preserve data confidentiality, the FCUE consolidates the evaluations anonymously on behalf of the client.

11. Limitation of the FCUE's liability

Under no circumstances whatsoever may the FCUE be held liable for the technical failure of equipment or for any other reason. The FCUE cannot be held responsible for the theft of any personal belongings of participants or instructors that may occur during programmes held on its premises.

12. Intellectual property

Unless there is a contractual agreement specifying different terms, the FCUE and its partners are the sole owners of all intellectual property rights for all programme content in whatever form it may take (written, electronic, oral). Consequently, all contents and teaching materials provided to participants as part of their programmes in any form whatsoever cannot be used for any other purposes. They may not be used, modified, reproduced or exploited in any manner whatsoever without the express written consent of the FCUE.

13. Legal jurisdiction

All legal matters pertaining to the FCUE are subject to Swiss law. The legal jurisdiction is Lausanne.

14. Modification of the present terms

The FCUE reserves the right to modify the present general terms and conditions at any time and without prior notification.

These terms and conditions are effective as of October 6, 2011.