

## General terms and conditions for open programmes

The following general terms and conditions apply to all of the activities of “Formation Continue UNIL-EPFL” (FCUE) and its open programmes. A programme is considered to be open when participants from various companies and professional organisations are eligible to apply.

### 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 applications

The academic directors of a programme or seminar (steering committee or lead professor) are responsible for deciding whether or not to accept a candidate based on the fulfilment of prerequisites, the suitability of the candidate's profile and any other selection criteria pertinent for the programme. For certified programmes, the candidate may also have to be accepted by the appropriate department within UNIL and/or EPFL.

### 3. Protection of personal data

By applying to a programme or seminar, the applicant agrees that the FCUE may use personal information (address, transcript statistics, compliance with payment terms, behaviour, etc.) for internal purposes. The applicant also agrees that the FCUE may use personal data for its own commercial or organisational use. Personal data will not be communicated outside of the FCUE except on an anonymous basis. At anytime, participants may request to no longer receive mails or emails from the FCUE.

### 4. Application fees

All fees are expressed in Swiss francs. Payment must be made no later than 30 days after the billing date and in any case, prior to the start of the programme.

### 5. Cancellation of an application

The FCUE must be notified in writing of any withdrawals at least three weeks (15 business days) before the beginning of a session. For withdrawals made within three weeks of the beginning of a programme, 10% of the application fee will be retained. The full tuition fee will be retained for any withdrawals announced less than ten days prior to the beginning of a programme or once the session begins. To postpone an application until a later session, the same terms and conditions apply as for cancellations.

## 6. Substitution of participants

In principle, it is possible to substitute one participant for another. The substitute must apply to the programme and the application must be accepted. If the substitution occurs less than ten days prior to the beginning of the session, the substitute will have to pay an administration fee of SFr 200.

## 7. Number of participants

The FCUE can stipulate a minimum and/or maximum number of participants per programme. The FCUE can also decide to cancel a programme if this minimum is not reached.

## 8. Programme organisation

The FCUE may reschedule or cancel a programme or move it to a location off campus. If a programme is postponed, the application is still valid. If the session is cancelled or the participant is unable to attend the rescheduled programme, the FCUE will reimburse any application fees received but cannot be held liable to pay any compensation whatsoever.

## 9. Absences

Complete or partial absence from a programme cannot be made up and participants cannot claim any rights to the reimbursement of programme fees.

## 10. University degrees and certification of attendance

Accredited programmes can be used to obtain a university degree issued by the "Université de Lausanne" and/or the EPFL. Short programmes are not certified but a certificate of attendance is issued. Only participants that have attended the full programme, or at least 80% of sessions in case of justified absences, may receive a certificate or a certificate of attendance.

## 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 students or participants that may occur during programmes held on its premises.

## 12. Intellectual property

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 content 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. Modification of programmes and fees

The FCUE reserves the right to modify its programmes and fees at anytime without prior notification.

## 14. Legal jurisdiction

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

## 15. 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 August 29, 2011.