

General Terms and Conditions

The Formation Continue UNIL-EPFL foundation is registered in the Canton of Vaud Trade and Companies register (UID number: CHE-114.504.336) and maintains its headquarters at the EPFL Innovation Park, Bâtiment E, 1015 Lausanne.

Formation Continue UNIL-EPFL organizes the offer of continuing education programs of the University of Lausanne (UNIL) and the EPFL (Swiss Federal Institute of Technology in Lausanne).

Article 1 Scope

¹ These general conditions apply to all training for certified or non-certified programmes offered through Formation Continue UNIL-EPFL.*

² Only the French version of these general conditions is valid.

Article 2 Study regulations and registration form

¹ Specific terms and conditions may apply for some training programmes. These special terms and conditions may appear:

- in the study regulations for the training programme
- in the registration form for the training programme

² The aforementioned special terms and conditions take precedence over these general terms and conditions.

Article 3 Protection of personal data

¹ Candidates are specifically informed that their personal data will be processed by Formation Continue UNIL-EPFL via the entity's [confidentiality policy](#), when registering for a course.

² Formation Continue UNIL-EPFL collects and processes personal data in accordance with relevant legal provisions.

³ By registering for a course, all candidates confirm that they have read and accepted the [Formation Continue UNIL-EPFL confidentiality policy](#).

Article 4 Admission to a training programme

¹ The academic directors of a programme, either a steering committee or the lead professor, are responsible for deciding whether or not to accept a candidate based on an applicant's fulfilment of

* Only corporate programmes – training organised for employees of the same company or for members of the same organisation – are subject to different general terms and conditions.

prerequisites, the suitability of that person's profile or any other selection criteria pertinent to the programme.

² In addition, in the case of courses leading to certification, the admission requirements are specified in the relevant study regulations for the course.

³ To ensure optimal instruction conditions, academic officials may refuse applicants, especially where too many candidates have applied to a course.

Article 5 Course fees and method of payment

¹ The fees for all training courses are expressed in Swiss francs (CHF).

² The registration fee for a training course must be paid within the payment period shown on the invoice sent to a participant.

³ Formation Continue UNIL-EPFL reserves the right to charge additional fees in case of failure to meet the payment deadline, which could amount to CHF 250.

⁴ Failure to settle the full registration fee is not deemed cancellation or withdrawal from registration. A duly completed registration application form submitted in electronic or paper format by a participant constitutes an acknowledgement of debt (Art. 82 of the Swiss Debt Enforcement and Bankruptcy Act).

⁵ No title or certificate of participation will be issued to participants who fail to settle the entire registration fee.

Article 6 Withdrawal or request for deferment by a participant

¹ Any withdrawal decision must be notified in writing to Formation Continue UNIL-EPFL.

² If a participant withdraws from a course between 21 and 10 working days prior to the start of a course, 10% of the registration fee is due.

³ If a participant withdraws from a course fewer than 10 working days prior the start of a course or during it, the entire registration fee is due and no refund shall be granted.

⁴ In principle, postponing a registration to a later session is not permitted. Exceptions to this policy may be made depending on the academic and financial conditions relating to the course.

Article 7 Substitution of a participant

¹ A participant may be substituted by another participant under the following conditions:

- a. the substitute registers for the course
- b. the application for registration of the substitute is approved

² Any person substituted within than 10 days prior to the start of the course shall be charged administrative fees of up to CHF 250.

Article 8 Cancellation or deferment of training

¹ Formation Continue UNIL-EPFL may cancel or postpone training in cases of force majeure or where an insufficient number of applicants sign up for a course.

² Registrations remain current even where a training course has been postponed.

³ Formation Continue UNIL-EPFL will reimburse all registration fees should participants not be able to cancel or postpone their training course. No compensation of any kind shall be owed by Formation Continue UNIL-EPFL.

Article 9 Absences

Hours missed due to absence for whatever reason from all or part of the training course cannot be made up and will not be reimbursed to participants.

Article 10 Organisation of training programmes

Formation Continue UNIL-EPFL reserves the right to do the following at any time and without notice:

- a. modify the dates or times initially planned for courses
- b. replace instructors that were initially assigned to classes
- c. move a course to a location other than that initially planned
- d. make changes to the teaching methods, for example by switching from an in-person format to a distance format and vice versa.

Article 11 Changes to the programme offer and course fees

Formation Continue UNIL-EPFL reserves the right to modify its programmes and fees at any time without prior notification.

Article 12 University continuing education certificates, certificates of successful completion and certificates of participation

To receive a university continuing education certificate (COS, CAS, DAS, MAS), a certificate of successful completion or a certificate of participation, participants must:

- a. have completed all or at least 80% of the training
- b. have successfully completed course requirements and complied with the rules and regulations for the training programme concerned
- c. have paid all of registration fees

Article 13 Intellectual property

Content and teaching materials provided to participants as part of their programmes in any form whatsoever may be used for no other purposes than for the course work. In particular, these may not be used, modified, reproduced or utilised in any manner whatsoever without the express written consent of Formation Continue UNIL-EPFL.

Article 14 Audio and video recordings

No audio or video recordings of training courses are permitted without the prior authorization of Formation Continue UNIL-EPFL and the participants, unless these practices are an integral part of the training.

Article 15 Confidentiality obligation

When personal data or confidential information is transmitted as part of a training course, whether by Formation Continue UNIL-EPFL, course instructors or any other participant, all participants undertake to treat the data and information obtained with any required degree of confidentiality and, where applicable, in accordance with the instructions given at the time they were transmitted.

Article 16 Exclusion of a participant

¹ Formation Continue UNIL-EPFL is authorised at all times to exclude a participant from a training course if a person's behaviour hinders the proper conduct of academic processes.

² The entire registration fee shall be due even where participants have been excluded from training courses.

Article 17 Limitation of liability

¹ The commitment of Formation Continue UNIL-EPFL exists on the basis of an obligation to provide services, to the exclusion of any obligation of results. Formation Continue UNIL-EPFL declines all responsibility should a continuing education course fail to meet the expectations of a participant. All participants are required to pay the entire registration fee and cannot request any reimbursement, regardless of their personal assessment of the content, teaching methods and continuing education method in use.

² Under no circumstances whatsoever may Formation Continue UNIL-EPFL be held liable for the technical failure of equipment or for any other grounds for challenging it.

³ Formation Continue UNIL-EPFL declines all responsibility for any damages that participants may suffer during training or while commuting to the academic location. All participants must have adequate liability and accident and other insurance coverage.

⁴ Formation Continue UNIL-EPFL cannot be held responsible for any theft or loss occurring during training courses held on its premises.

Article 18 Applicable law and jurisdiction

All legal matters pertaining to Formation Continue UNIL-EPFL are subject to Swiss law and to the jurisdiction of Lausanne.

Article 19 Changes to these terms and conditions

Formation Continue UNIL-EPFL reserves the right to modify these general terms and conditions at any time and without prior notification.

Article 20 Entry into force

These general terms and conditions shall enter into force on April 13, 2021.