

General Terms and Conditions for Corporate Programmes

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 Fields of application and definition

¹ These general conditions apply to all corporate training courses for the Formation Continue UNIL-EPFL programme.

² The term “corporate training” means training specifically developed and/or offered for a company, a public institution, a professional association or any other type of organization (hereafter referred to as client organization).

Article 2 Data protection

¹ When registering for training, a client organization is informed that its personal data will be processed by Formation Continue UNIL-EPFL, in particular via this institution’s [confidentiality policy](#).

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

³ Processing personal data of programme participants is governed by Article 3 of the "General conditions for open learning programmes".

Article 3 Contract

¹ The contract specific to corporate training specifies:

- a. Training objectives
- b. Composition of training courses
- c. Number and profile of participants
- d. Duration of the training courses
- e. Tuition for courses
- f. Proposed course dates, if any
- g. Type of degree or certificate earned
- h. Teaching methods

² Where training programmes are certified, specific study regulations apply.

Article 4 Tuition of training programmes

¹ The tuition for all training courses is expressed in Swiss francs (CHF).

² Apart from other terms stipulated by certain contracts, payment due by a client organization for corporate training shall be settled as follows:

- a. 50% upon signature of the contract
- b. 50% upon completion of a training course

³ Payment must be settled upon receipt of invoices.

Article 5 Travel, accommodation and meal costs for participants

Except where contracts provide otherwise, the following are not included in the cost of training programmes and are billed separately:

- a. Travel, accommodation and meal costs for instructors
- b. Travel, accommodation and meal costs for participants

Article 6 Cancellations

¹ In exceptional cases, a client organization may cancel all or part of a training course subject to the conditions provided for in paragraphs 2 to 5 of this article. Any cancellation request must be submitted in writing to Formation Continue UNIL-EPFL.

² If the cancellation request is received by Formation Continue UNIL-EPFL 90 days or more before the start of the training course, the client organization pays only the full costs incurred by Formation Continue UNIL-EPFL up till the day of cancellation.

³ If the cancellation request is received by Formation Continue UNIL-EPFL between 89 and 60 days before the start of a training course, the client organization pays:

- a. an amount equivalent to 20% of the value of the contract, or
- b. the entire costs borne by Formation Continue UNIL-EPFL up till the day of cancellation, if these are higher.

⁴ If a cancellation request is received by Formation Continue UNIL-EPFL between 59 and 30 days before the start of a training course, the client organization pays:

- a. an amount equivalent to 50% of the value of the contract, or
- b. the entire costs borne by Formation Continue UNIL-EPFL up till the day of cancellation, if these are higher.

⁵ If the cancellation is notified to Formation Continue UNIL-EPFL within 30 days of the start of the training course or once it begins, the client organization shall pay 100% of the value of the contract.

Article 7 Postponement by the client organization

¹ In exceptional cases, a client organization may have to postpone all or part of a training course subject to the conditions provided for in paragraphs 2 and 3 of this article. Any request for postponement must be requested in writing to Formation Continue UNIL-EPFL.

² Should a client organization request the postponement of a training course, the organization shall bear the costs arising from such postponement.

³ If a new date cannot be found agreed upon by the Formation Continue UNIL-EPFL and the client organization, the organization may cancel the training under the terms provided for in Article 6 of these general terms and conditions.

Article 8 Force majeure

¹ In the event of force majeure (e.g. pandemic), Formation Continue UNIL-EPFL reserves the right to modify teaching methods, postpone courses or cancel them altogether.

² Should it prove impossible for a client organization cancel or postpone a course, Formation Continue UNIL-EPFL will reimburse payments made for the course. No compensation of any kind shall be due by the UNIL-EPFL Continuing Education to any person or organization.

Article 9 Change of instructor

¹ If an instructor is unable to complete one or more training sessions, Formation Continue UNIL-EPFL will do its best to find an equivalent replacement instructor.

² If no equivalent instructor is available on the date initially agreed upon, the Formation Continue UNIL-EPFL and the client organization shall set another date for the training programme. No additional fees are charged to the client organization.

Article 10 Continuing university education and course certificates

To receive a university continuing education degree or a course certificate as defined in the specific contract concluded between Formation Continue UNIL-EPFL and a client organization, the participants in these courses shall:

- a. have completed all or at least 80% of the training;
- b. have successfully completed the requirements for the course

Article 11 Intellectual property

Content and teaching materials provided to a client organization and its 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 the Formation Continue UNIL-EPFL programme.

Article 12 Exclusion of a participant from a course

¹ The Formation Continue UNIL-EPFL programme 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. If applicable, Formation Continue UNIL-EPFL refers to the client organization.

² If a person is excluded from a course, the client organization shall forfeit the total amount of tuition.

Article 13 Formation Continue UNIL-EPFL limitation of liability

¹ The commitment of the Formation Continue UNIL-EPFL programme is based on an obligation to provide services, to the exclusion of any obligation of results. The Formation Continue UNIL-EPFL programme declines all responsibility should a continuing education course fail to meet the expectations of a participant.

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

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

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

Article 14 Discrepancies between contract and general terms and conditions

In the event of a discrepancy between the clauses provided for in the specific contract and these general conditions, the specific contract takes precedence.

Article 15 Changes to these terms and conditions

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

Article 16 Applicable law and jurisdiction

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

Article 17 Entry into force

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