

## General Terms and Conditions for Further Education Events

### 1. Overall Scope

Business relations between the Foundation W.E. Simon Graduate School of Business Administration in Switzerland (hereafter referred to as "Rochester-Bern") and participants in continuing education events offered by Rochester-Bern are governed by the following General Terms and Conditions (GTCs). The generic term "continuing education events" includes:

- Continuing education programs (Executive MBA, Master of Advanced Studies, MAS, DAS and CAS programs)
- Individual training courses
- Events

The GTCs constitute a supplementary and integral part of the individual contracts between the parties. Additional conditions for select further training events may apply. Rochester-Bern company-specific programs are excluded from the GTCs, since related contracts are negotiated with the individual companies.

In addition to the GTCs, the regulations for the MAS, DAS and CAS programs of the Foundation W.E. Simon Graduate School of Business Administration in Switzerland (hereinafter referred to as the Study Regulations) must be observed as the legal basis.

### 2. Binding Contract

With the online application (see point 3 for details) of the participant(s) as well as the written confirmation of acceptance from Rochester-Bern, the contract is legally binding and the registered person is thus obligated to pay the corresponding program, course or event fees.

The terms cited in clause 4 remain applicable.

### 3. Registration and Selection of Participants

Participants **apply** electronically and will receive a confirmation by Rochester-Bern via email. Information about potential registration fees can be found in related communications materials (brochures, website etc.).

The number of available **spots for programs, courses and events** is generally limited. Admission is not guaranteed. Registrations will be considered in the order in which they are received (with the exception of "sur-dossier" cases, which are selected according to set deadlines that were previously defined and communicated).

For single continuing education events, we hold the right to define special **participation requirements**. Requirements are described via communications materials (brochure, website, etc.) or in the study regulations. By registering, the participant acknowledges these requirements and confirms that he/she has read and understood the information and advice contained in the text.

**Selection** of participants for programmes and courses is based on the documents they submit and - for larger programmes – on a personal interview or telephone call. Selection criteria include personal qualifications such as educational background and professional experience, as well as a match between specific needs and the programme on offer and - depending on the programme or course - special participation requirements mentioned above.

#### 4. Cancellation/Postponement of Continuing Education Events

Rochester-Bern reserves the right to cancel or postpone training events if there are too few participants or if there are other circumstances that make it unreasonable to hold the event, from our point-of-view.

Participants will be informed immediately after the decision is made. In the event of **cancellation**, we will refund fees that were already paid, or, in agreement with the participant(s), apply them to other continuing education events. Rochester-Bern is not liable for any damages resulting from failure to carry out further training events for the participants.

In the event that a continuing education event is **postponed**, the registered person has the right to withdraw from the contract within 14 days of receiving the news (by written notification to Rochester-Bern). In this case, withdrawal is free of charge. Further claims for compensation are not applicable.

#### 5. Cancellation/Postponement of Educational Trips

**Educational trips** are integrated into individual programmes. Rochester-Bern can cancel or postpone educational trips if there are travel warnings from the Federal Department of Foreign Affairs (FDFA) or recommendations from the Federal Office of Public Health (FOPH), or for other serious reasons (e.g. illness or cancellation of the tour guide). Rochester-Bern will endeavour to offer alternative solutions appropriate to the situation.

In the event that an educational trip must be cancelled, Rochester-Bern reserves the right to refund any incidental costs that were not incurred per participant, after taking into consideration additional and incidental costs of the alternative solution and any related cancellation fees. Rochester-Bern is not liable for the participants' costs for flight tickets or previously-booked rental cars, additional hotel nights, lay-overs, etc.

In the event that an educational trip needs to be postponed, Rochester-Bern reserves the right to charge participants additional incidental expenses.

#### 6. Cancellation of Registration, Termination of Studies, Postponement of Studies by Participants

Cancellation, termination of studies or postponement of studies by participants is only possible in writing by e-mail or letter and will be confirmed in writing by Rochester-Bern.

- a. Executive MBA and Master of Science programs

Once Rochester-Bern confirms a participant's admission, we charge a deposit. If a participant **cancels** his / her registration after having been admitted to the program, he / she must pay the deposit. A deposit that has already been paid will not be refunded.

If a participant **terminates** his / her studies after having started a program, previously-paid course fees will be refunded pro rata after deducting expenses incurred up to the time of cancellation (course participation, additional costs, administrative expenses). The deposit will not be refunded.

If a program needs to be **postponed** to the next class (either before or after it has started), the program costs for the next class will apply. Course fees that have already paid will be deducted. In the event that a course needs to be repeated, course fees will be charged again. Additional costs may also be incurred.

b. CAS, DAS and MAS programs

Cancellation after acceptance into a programme will incur a cancellation fee of 10% of the course fees. In cases of exceptional hardship through no fault of Rochester-Bern (e.g. death in the family, illness with doctor's certificate, accident), Rochester-Bern may waive payment of the cancellation fee in part or in full on the basis of a justified request.

If a participant cancels his / her participation after having started a program, previously-paid course fees will be refunded pro rata after deducting expenses incurred up to the time of cancellation (course participation, additional costs, administrative expenses).

If a program needs to be postponed to the next class (either before or after it has started), the program costs for the next class will apply. Course fees already paid will be credited. In the event that a course needs to be repeated, course fees will be charged again. Additional costs may also be incurred.

c. Individual Courses

Cancelling individual courses is possible until the registration deadline without incurring any costs.

For cancellations up to 10 working days before the start of the course, half of the course fee will be charged. If the person who has cancelled can find a replacement (e.g. recommendation according to criteria, waiting list), we will charge a fee of CHF 150 for related administrative work.

For cancellations within the last 10 working days before the start of the course, in the event of a no-show or withdrawal, the entire course fee is due and previously-paid course fees will not be refunded.

d. Events

Cancellation of events is possible up to the registration deadline without incurring any costs.

For cancellations up to 10 working days before the event, we will invoice the participant for half of the participation fee or we will refund it if he / she has already paid. If the person who has cancelled can find a replacement, (e.g. recommendation, waiting list) we will not issue an invoice.

In case of cancellation within the last 10 working days before the event or in case of a no-show, the entire participation fee is due and will not be refunded.

Rochester-Bern reserves the right to apply different deadlines and payment methods for specific event formats; these will be explicitly communicated upon registration.

### 7. Changes to Current Programs and Courses

Rochester-Bern reserves the right to make **changes to current programs and courses** in terms of structure, content and organization as well as in the selection and deployment of lecturers. Such changes do not qualify as reasons to make a financial claim against Rochester-Bern.

In justified cases, it may be necessary to **postpone** planned program dates or to convert classroom teaching to **online teaching**. In this case, participants do not have the right to claim compensation or (partial) reimbursement of further training costs including incidental expenses.

### 8. Absence from Class

Participants who are **absent** from classes due to military service, illness, an accident, holidays or work-related stress, do not have the right to claim a refund for tuition fees that were already paid (including incidental expenses). Furthermore, lack of participation in individual events or meals do not qualify as reasons for reimbursement by Rochester-Bern.

### 9. Costs of Continuing Education Courses and Events

The costs of further training courses and events are listed in our brochures or on our website. These are valid at the time of registration. The total price includes the **programme or course fees** and the **additional services** described in the brochures or on the website. The costs represent a net price and remain unchanged for the duration of the training events. Taxes that may be payable under Swiss or foreign law are due in addition to the net price.

### 10. Invoicing and Payment of Program, Course and Event Fees

Invoices are usually issued in Swiss francs. They will be sent to the billing address(es) specified in the registration form after the registration deadline. The legal debtor is generally the participant, regardless of the billing address stated on the registration form.

The payment deadline is generally 30 days from the date of the invoice; different payment deadlines will be communicated explicitly. If the program, course and event fees are not paid on time even after a reminder, participants may be excluded from the event.

- a. Executive MBA

Invoicing for the Executive MBA comprises three installments, and a deposit will be invoiced after registration. The name of the person making the deposit and the installments must be indicated on the bank transfer for deposit and instalments, as well as any invoice number. If a payment slip is available, it must be used.

b. CAS, DAS, MAS and Master of Science programmes

Invoicing for CAS, DAS and MAS as well as Master of Science programs comprises one installment if the program is completed in one calendar year and in two pro rata installments if the program extends over two or more calendar years. In the case of Master of Science programs, we also charge a deposit. The name of the remitter(s) and any invoice number must be indicated on the remittances. If a payment slip is available, it must be used.

c. Individual courses and events

Invoicing for individual courses and events comprises one installment. The name of the remitter and any invoice number must be indicated on the bank transfer. If a payment slip is available, it must be used.

## 11. Late Payment

The following applies to late payments: we send a payment reminder (first reminder), then a second reminder, and a third and last reminder announcing debt collection to the participant. We reserve the right to charge interest on late payments. Certificates and diplomas will only be issued once all invoices have been paid.

## 12. Warranty

Rochester-Bern guarantees that training courses shall be conducted in accordance with university standards. The participant is liable for the program, course or event fees, regardless of his or her personal assessment of the content and pedagogical value of the continuing education event.

## 13. Insurance and Liability

Participants are solely responsible for their insurance coverage at home and abroad (health insurance, accident insurance, liability and theft insurance, etc.). Rochester-Bern assumes no liability. Persons who register for a continuing education event are also recommended to take out cancellation insurance; those who take part in an international study trip and book services abroad should continue to take out travel insurance.

Rochester-Bern also accepts no liability for unplanned incidents (e.g. quarantine on entry) and risks abroad. It is the participant's own responsibility to understand the risks associated with study tours on offer, and to act accordingly.

#### 14. Copyright Law

Copyrights and other industrial property rights of all teaching materials and documents remain with the respective author of the materials and documents.

Participants may use event and teaching materials, concepts and related documents for internal purposes. Any further use requires a separate agreement between the participant(s) and the respective copyright holder(s).

If event content is used in publications, the source (with author and year) must be clearly named.

#### 15. Confidentiality, Scientific Integrity and Data Protection

##### a. Confidentiality

Rochester-Bern and its lecturers guarantee the confidentiality of all sensitive information about participants and their companies that is shared during the program. Participants also agree not to disclose such information to third parties. This obligation also extends beyond completion of a program. General knowledge gained from cooperation between the parties may be used freely by Rochester-Bern and individual lecturers.

##### b. Scientific Integrity

Participants are obliged to follow the rules of sound scientific practice. The principles of scientific integrity, procedures to follow in the event of suspected scientific misconduct and possible consequences thereof are set out in the Regulations for Scientific Integrity of the University of Bern dated 27 March 2007. The Code of Academic Integrity of the Simon Business School at the University of Rochester applies as well.

##### c. Data protection

In accordance with the Basic Data Protection Ordinance (DSGVO), Rochester-Bern treats all participants' data confidentially and does not share it with third parties. Detailed information on the implementation of the DSGVO at Rochester-Bern can be found at <https://www.rochester-bern.ch/Privacy-Policy>.

The following information is provided for registration or enrolment at the Universities of Rochester (USA) and/or Bern and for issuing diplomas: Name, first name, address, telephone, e-mail, date of birth, grades and passport or ID copy.

Participants of the Executive MBA and Master of Science programs in cooperation with the University of Rochester accept that all application documents submitted by him/her will be forwarded to the University of Rochester, USA. The University of Rochester shall handle this data in accordance with the Basic Data Protection Regulation (DSGVO). Details on the handling of data at the University of Rochester can be found at <https://tech.rochester.edu/gdpr-resources/>. The University of Rochester-Bern assumes no responsibility for any violation of data protection at the University of Rochester.

## 16. Conflict Management

Event participants and the management of Rochester-Bern will endeavour to resolve any conflicts in connection with training events in an amicable manner. If an amicable agreement is not reached and participants are subsequently excluded from further training events for disciplinary reasons, they will still be obligated to pay for the entire program, course or event fee.

## 17. Final Clause

Should one or more provisions of these GTC be ineffective or invalid, the remaining provisions of these GTC still apply. The invalid or ineffective provisions are to be interpreted or replaced in such a way that they most closely correspond to the intended purpose of the provision concerned. Rochester-Bern is entitled to amend these GTC at any time. For individual contracts, the version of the General Terms and Conditions that was valid at the time of signing the contract applies. Changes to the General Terms and Conditions of Rochester-Bern will be published in an appropriate form once they come into force.

## 18. Place of Jurisdiction and Applicable Law

These General Terms and Conditions are subject exclusively to Swiss law. The sole place of jurisdiction for disputes arising from these GTCs is Bern.

## 19. Enactment

These General Terms and Conditions apply from 8 April 2020.

Status as of April 2020; subject to change.