Rochester-Bern Executive Programs

University of Rochester
Universität Bern

# General Terms and Conditions for Continuing Education Programs

## 1. Scope of Application

The following General Terms and Conditions (GTC) apply to the business relationships between the Foundation W.E. Simon Graduate School of Business Administration in Switzerland (hereinafter "Rochester-Bern") and participants in continuing education programs offered by Rochester-Bern. **Continuing education programs** within the meaning of these GTC include, in particular:

- **Degree programs**, in particular Certificate of Advanced Studies (CAS), Diploma of Advanced Studies (DAS), Master of Advanced Studies (MAS), and Executive Master's programs (International EMBA and EMBA GM) in accordance with the applicable academic regulations;
- **Short programs** such as seminars, master classes, modules, one-day courses, or workshops
- **Events**, in particular conferences, information sessions, open days, and similar formats.

These GTC constitute a supplementary and integral part of the individual contracts between the parties (see Section 2). Further conditions for specific continuing education events are reserved. Excluded from these GTC are the company-specific programs of Rochester-Bern, for which individual contracts are negotiated with the respective companies.

For all study-related questions — in particular admission, program structure, attendance requirements, performance assessments, grading, graduation requirements, revocation of credits, and the use of aids (including artificial intelligence)—the applicable study regulations, curricula, and implementation provisions of the University of Bern or the University of Rochester, NY, USA, shall apply exclusively.

## 2. Contract Conclusion

Upon the participant's electronic registration (see sections 3 and 4 for details) and the written or electronic confirmation of admission from Rochester-Bern, the contract is legally concluded, and the registered person is thereby generally obligated to pay the corresponding course fees. The provisions of section 4 remain reserved.

## 3. Registration and Selection of Participants

**Registration** is done electronically and will be confirmed by Rochester-Bern in writing or electronically. Event fees are communicated in the program announcement (brochures, website, etc.).

The number of available **places** is limited. There is no guarantee of admission. Registrations are considered in the order in which they are received (with the exception of *sur dossier* cases, which are assessed separately).

Special **admission requirements** may be defined for individual continuing education events.

Participants are **selected** based on the submitted documents and, for certain programs, on the basis of a personal interview, phone call, or video call. Selection criteria include personal qualifications such as prior education and professional experience, as well as the alignment of specific needs with the program offerings and—depending on the program or course—the admission requirements mentioned above.

## 4. Cancellation/Postponement of Continuing Education Events

Rochester-Bern reserves the right to cancel or postpone continuing education events if too few participants register or if other circumstances arise that, in Rochester-Bern's view, make holding the event unreasonable.

Participants will be informed immediately after the decision is made. Event fees already paid will be refunded in the event of cancellation or, in consultation with the participant, credited toward other continuing education events. Rochester-Bern is not liable for any damages resulting from the non-conduct of continuing education events for the participants.

In the event of **the postponement** of a continuing education event, the registered person has the right to withdraw from the contract within 14 days of receiving the notification (written notice signed personally and sent to Rochester-Bern). In this case, withdrawal is without financial consequences. Further claims for compensation are expressly excluded.

## 5. Cancellation/Postponement of Study Trips

**Study trips** are integrated into certain programs. Rochester-Bern may cancel or postpone study trips if there are corresponding travel warnings from the Federal Department of Foreign Affairs (FDFA) or behavioral recommendations from the Federal Office of Public Health (FOPH), or for other serious reasons (e.g., entry ban into a country, geopolitical events, cancellation by the tour guide). Rochester-Bern will endeavor to offer alternative solutions appropriate to the situation.

In the event **of a study trip cancellation**, Rochester-Bern reserves the right to refund any unused incidental costs per participant, after deducting the additional and incidental costs of the alternative solution and the cancellation fees. Rochester-Bern is not liable for participants' costs related to airline tickets or already booked rental cars, additional hotel nights, extended stays, etc.

In the event that a study trip is postponed, Rochester-Bern reserves the right to charge participants for any additional incidental costs incurred.

## 6. Withdrawal, cancellation, discontinuation, or postponement of a continuing education program by participants

Withdrawal, cancellation, discontinuation of studies, or postponement of a continuing education program by participants is only possible in writing via email or letter and will be confirmed in writing by Rochester-Bern.

### a. Continuing education events

**Withdrawal** of registration for a continuing education event prior to receipt of the acceptance confirmation is possible without incurring any costs.

In the event of **cancellation** after the admission confirmation has been sent and up to 5 business days before the start of the continuing education program, a cancellation fee of 10% of the course fees for the entire continuing education program is due.

If you **cancel** less than 5 business days before the start of the continuing education event, or if you cancel or **withdraw** after the event has begun, the course fees for the entire continuing education event are due.

If the person canceling finds a replacement who has comparable qualifications, meets the requirements, and is willing to attend the continuing education program in their place, only an administrative fee of CHF 500 (CHF 250 for short programs) will be charged.

If a continuing education event, or parts thereof, **is not attended**, there is no entitlement to a refund or waiver of the course fees.

A continuing education event may be **rescheduled** no later than 5 business days before the start date. If rescheduled to the next available class, the event fees applicable to that class will apply. Any event fees already paid will be credited, but an administrative fee of CHF 500 (CHF 250 for short programs) will be charged.

Attendance at a continuing education event may be rescheduled no more than once. After that, the continuing education event is considered canceled or discontinued.

If you repeat continuing education events you have already attended, the event fees are due again. Additional costs may apply.

### b. Furthermore, the following applies to the International EMBA

In the event of **cancellation** less than 5 business days before the start or **withdrawal** from an International EMBA that has already begun, the course fees are due for those CAS continuing education courses whose start date is less than 5 business days prior to the cancellation or that have already begun. In addition, you are required to pay 10% of the course fees for those CAS courses, Master Classes, and the Master's thesis that have not yet begun at the time of cancellation or withdrawal.

## 7. Changes to ongoing continuing education courses

Rochester-Bern reserves the right to make **changes** to ongoing continuing education programs with regard to structure, content, and organization, as well as in the selection and deployment of instructors. No financial claims against Rochester-Bern may be derived from such changes.

In justified cases, it may be necessary **to reschedule** planned dates or switch from in-person to **online instruction**. In such cases, there is no entitlement to compensation or to a (partial) refund of course fees, including ancillary costs.

## 8. Costs of Continuing Education Events

The fees for continuing education events are listed in the current information brochures valid at the time of registration or as specified on the website. The total price includes the **event fees** as well as the **ancillary services** described in the brochures or on the website. The fees represent a net price and remain unchanged for the duration of the continuing education events. Any taxes applicable under Swiss or foreign law are payable in addition to the net price.

## 9. Invoicing and Payment of Event Fees

Invoices are issued in Swiss francs. The invoice will be sent to the billing address provided in the registration after the registration deadline. The legal debtor is generally the participant, regardless of the billing address provided in the registration.

The payment term is generally 30 days from the date of invoicing; any deviating payment terms will be explicitly communicated. If the event fees are not paid on time even after a reminder, participants may be excluded from the continuing education event. The obligation to pay the event fees remains unaffected.

### a. Continuing Education Events

Invoicing for continuing education events is done in a single installment. The name of the payer and any invoice number must be indicated on the bank transfer. Payments must be made using the payment information provided on the invoice.

### b. International EMBA

Invoicing for Executive Master's programs is done in 4 installments. The name of the payer(s) and any invoice number must be indicated on the payment transfers. Payments must be made using the payment information provided on the invoice.

## 10. Late Payment

In the event of a late payment, the following applies: A payment reminder (first reminder) is followed by a second reminder, then a third and final one, which notifies the delinquent payer of debt collection proceedings. We reserve the right to charge late payment interest. Certificates, diplomas, or certificates of attendance will only be issued once all invoices have been paid in full.

## 11. Guarantee

Rochester-Bern guarantees that continuing education events will be conducted in accordance with university standards. The participant is obligated to pay the event fees regardless of his or her personal assessment of the content, structure, organization, or pedagogy of the continuing education event.

## 12. Insurance and Liability

Participants are solely responsible for their insurance coverage both domestically and abroad (health insurance, accident insurance, liability and theft insurance, etc.) as well as for their health protection (vaccinations, etc.). Rochester-Bern assumes no liability. Individuals registering for a continuing education event are also advised to purchase cancellation insurance.

Anyone participating in an international study trip and booking services abroad should also take out travel insurance. Furthermore, Rochester-Bern assumes no liability for unplanned events (e.g., quarantine upon entry) and risks abroad. It is the participants' own responsibility to understand the risks associated with the study trips offered and to act accordingly.

## 13. Copyright

Content, rights, and titles developed by the instructor for a course are the property of the instructor. The instructor grants the client and each course participant a license to use the copyrights to the course materials without restriction in terms of time, location, or subject matter. If course content is used in publications, the source (including author and year) must be clearly cited.

## 14. Confidentiality, Academic Integrity, and Data Protection

### a. Confidentiality

Rochester-Bern and the instructors guarantee the confidentiality of all sensitive information regarding the participants and their companies that comes to light during the course of instruction. The participant also undertakes to maintain confidentiality toward third parties. This obligation remains in effect beyond the completion of the continuing education program. General findings resulting from the collaboration between the parties may be freely used by Rochester-Bern and the individual instructors. It is the responsibility of the participants to inform Rochester-Bern and the instructors if any information is to be treated as confidential.

### b. Academic Integrity

Participants are obligated to follow the rules of good academic practice. The principles of academic integrity, the procedure for suspected academic misconduct, and the resulting consequences are set forth in the University of Bern's Regulations on Academic Integrity, as amended from time to time. The Code of Academic Integrity of the Simon Business School at the University of Rochester applies in addition.

### c. Data Protection

Rochester-Bern is committed to treating all participant data as confidential and not disclosing it to third parties, in accordance with the Swiss Data Protection Act (DSG). Detailed information on the implementation of the Swiss Data Protection Act (DSG) and—where applicable—the EU's General Data Protection Regulation (GDPR) at Rochester-Bern can be found at https://www.rochester-bern.ch/privacy-policy/.

The following information is transmitted for registration or enrollment at the Universities of Rochester (USA) and/or Bern and for the issuance of diplomas and certificates: last name, first name, address, phone number, email address, date of birth, grades, a copy of a passport or ID, and AHV number.

Participants in the English-language continuing education programs in collaboration with the University of Rochester agree that all application documents submitted by them will be forwarded to the University of Rochester, USA. The University of Rochester undertakes to handle this data in accordance with the Swiss Data Protection Act (DSG). Details regarding data handling at the University of Rochester can be found at https://tech.rochester.edu/gdpr-resources/. Rochester-Bern assumes no responsibility for any potential data protection breaches at the University of Rochester.

## 15. Conflict Management

Participants and the management of Rochester-Bern shall endeavor to resolve any conflicts arising in connection with the continuing education events amicably. If an amicable agreement cannot be reached and, as a result, participants are excluded from continuing education events for disciplinary reasons, the obligation to pay the full fee for the continuing education events shall nevertheless remain.

## 16. Final Provisions

Should any individual or multiple provisions of these GTC be ineffective or invalid, the validity of the remaining provisions of these GTC shall remain unaffected. The invalid or ineffective provisions shall be interpreted or replaced in such a way that they most closely correspond to the intended purpose of the provision in question.

Rochester-Bern is entitled to amend these GTC at any time. For an individual contract, the version of the GTC valid at the time of signing the contract shall apply. Amendments to Rochester-Bern's GTC shall be communicated upon their respective entry into force through publication in an appropriate form.

## 17. Place of Jurisdiction and Applicable Law

These GTC are governed exclusively by Swiss law. The exclusive place of jurisdiction for disputes arising from these GTC is Bern.

## 18. Language and Binding Version

This English version is a translation for informational purposes only. In the event of any discrepancy, the German version shall prevail.

## 19. Entry into Force

These General Terms and Conditions are effective as of April 17, 2026

Status as of April 2026. Subject to change.