

## **General Terms and Conditions**

The EPFL EXED section is a subsidiary section of the College of Management of Technology of EPFL and maintains its headquarters at the Odyssey Building, Station 5, 1015 Lausanne.

The EPFL EXED organizes the offer of continuing education programs through EPFL (Swiss Federal Institute of Technology in Lausanne) under license of EPFL in collaboration with the Formation Continue UNIL-EPFL.

### **Article 1 Scope**

<sup>1</sup> These general conditions apply to all programmes offered through EPFL EXED.<sup>1</sup>

### **Article 2 Study regulations and registration /enrollment form**

<sup>1</sup> Specific terms and conditions may apply for some EXED programmes. These special terms and conditions may appear:

- in the study regulations for the specific EXED programme
- in the Code of Conduct form for the specific EXED programme
- in the enrolment form of the specific EXED programme

<sup>2</sup> The aforementioned special terms and conditions take precedence over these general terms and conditions.

### **Article 3 Protection of personal data**

Personal data of candidates will be processed by EPFL EXED in accordance with the Swiss Federal Act on Data Protection (RS 235.1) and the EPFL Privacy Policy.

### **Article 4 Admission to an EXED programme**

<sup>1</sup> The management of a program is responsible for deciding whether or not to accept a candidate based on an applicant's fulfilment of prerequisites, the suitability of that person's profile or any other selection criteria pertinent to the programme.

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

<sup>3</sup> To ensure optimal instruction conditions, academic officials may refuse applicants.

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<sup>1</sup> *Only intra-company – training organised for employees of the same company or for members of the same organisation – are subject to different general terms and conditions.*

**Article 5 Course fees and method of payment**

- <sup>1</sup> All tuition fees for EXED programmes are expressed in Swiss francs (CHF).
- <sup>2</sup> All tuition fees must be paid within the payment period shown on the invoice or payment request sent to a participant.
- <sup>3</sup> EPFL EXED reserves the right to charge additional fees in case of failure to meet the payment deadline, which could amount to CHF 250.
- <sup>4</sup> Failure to meet any payment deadline is not deemed cancellation or withdrawal from the EXED programme. A duly completed enrollment 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).
- <sup>5</sup> No title or certificate of participation will be issued to participants who fail to settle the entire tuition fee.

**Article 6 Withdrawal or request for deferment by a participant**

- <sup>1</sup> Any notification of withdrawal must be made in writing to EPFL EXED.
- <sup>2</sup> If a participant withdraws from a course between 30 and 15 days prior to the start of a course, 10% of the total tuition fee is due.
- <sup>3</sup> If a participant withdraws from a course fewer than 15 days prior the start of a course or during it, any tuition fees paid or due are non-refundable
- <sup>4</sup> In principle, postponing a registration /enrollment to a later session is not permitted. Exceptions to this policy may be granted by programme management depending on the academic and financial conditions relating to the programme.

**Article 6A Specific EPFL EMBA withdrawal conditions & additional fees**

- <sup>1</sup> Any notification of withdrawal must be made in writing to the EPFL EMBA.
- <sup>2</sup> If a participant withdraws from the EPFL EMBA program between 90 and 60 days prior to the first day of class, 10% of the total tuition fee is due.
- <sup>3</sup> If a participant withdraws from the EPFL EMBA program fewer than 60 days prior to the first day of class or during it, any tuition fees paid or due are non-refundable.
- <sup>4</sup> If a participant is granted an extension to the 16 months duration of the programme, an additional fee of CHF 1'800.- will be due.

**Article 7 Substitution of a participant**

- <sup>1</sup> A participant may be substituted by another participant under the following conditions:
  - a. the substitute registers for the course
  - b. the application for registration /enrollment of the substitute is approved by the program management
- <sup>2</sup> 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 a programme**

<sup>1</sup> EPFL EXED may cancel or postpone any programme in cases of force majeure or where an insufficient number of applicants sign up for a course.

<sup>2</sup> Registrations remain current even where a programme has been postponed.

<sup>3</sup> In the event of cancellation of an EXED programme, EPFL EXED will refund the paid tuition fee. No compensation of any other kind shall be owned by EPFL EXED

**Article 9 Absences**

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

**Article 10 Organisation of EXED programmes**

EPFL EXED reserves the right to modify the organisation of their programmes, EPFL EXED can in particular do the following :

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

**Article 11 Certificates of successful completion and certificates of participation**

To receive a certificate of successful completion or a certificate of participation, participants must:

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

**Article 12 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, distributed or utilised in any manner whatsoever without the express written consent of EPFL EXED and the course instructor to whom such material is attributable.

**Article 13 Audio and video recordings**

No audio or video recordings of EXED programmes are permitted without the prior authorization of EPFL EXED and the participants, unless these practices are an integral part of the programme.

**Article 14 Confidentiality obligation**

When confidential information is transmitted as part of a programme, whether by EPFL EXED, 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 15 Exclusion of a participant**

<sup>1</sup> EPFL EXED is authorised at all times to exclude a participant from a programme if a person's behaviour hinders the proper conduct of academic processes.

<sup>2</sup> The entire tuition fee shall be due even where participants have been excluded from the EXED programme.

**Article 16 Limitation of liability**

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

<sup>2</sup> Under no circumstances whatsoever may EPFL EXED be held liable for the technical failure of equipment or for any other grounds for challenging it.

<sup>3</sup> EPFL EXED declines all responsibility for any damages that participants may suffer during the programme, including study trips or other off-campus activities, or while commuting to the academic location. All participants must have adequate liability and accident and other insurance coverage.

<sup>4</sup> EPFL EXED cannot be held responsible for any theft or loss occurring during courses held on its premises.

**Article 17 Applicable law and jurisdiction**

All legal matters pertaining to EPFL EXED are subject to Swiss law and to the jurisdiction of Lausanne.

**Article 18 Changes to these terms and conditions**

EPFL EXED reserves the right to modify these general terms and conditions at any time.

**Article 19 Entry into force**

These general terms and conditions shall enter into force in October 2023.