

## **General Terms and Conditions of Business for participation in Fraunhofer learning opportunities**

Solely the present Terms and Conditions of Business of the Fraunhofer Academy and Fraunhofer ISE shall apply; any general terms and conditions of business of the students (hereinafter referred to as "Students") or a third party shall not be recognised. This shall also apply if these General Terms and Conditions of business are not explicitly contradicted.

### **1 Registration**

(1) Registration of a Student for a learning opportunity of the Fraunhofer Academy (Provider) or a partner institute of the Fraunhofer Academy (Provider) can optionally occur by fax, as a scan via email or online via the registration form provided on the Fraunhofer Academy or Fraunhofer ISE website.

(2) The name of the student and the complete company address or billing address with telephone number and email address must absolutely be specified.

(3) Registration is binding. The Fraunhofer Academy or the Fraunhofer ISE as the Provider confirms the registration by means of a written confirmation declaration. The learning contract only comes into effect on receipt of this confirmation declaration of the Fraunhofer Academy or of the Fraunhofer ISE.

(4) The number of Students at each session is limited. If the number of registrations received exceeds the number of student places, the registrations are generally considered by the order in which they were received. Students who are not allocated a place shall be notified.

### **2 Course and examination fees**

(1) The course fee plus any examination fee incurred is per person and session.

(2) The amount of course and examination fees is calculated individually according to the session descriptions in the form of session flyers or the Fraunhofer Academy or Fraunhofer ISE website.

(3) The course fee and any examination fee are generally invoiced for immediate payment prior to the start of the session.

(4) This does not include travel expenses and overnight stays. These shall be borne by the Student personally.

### **3 Payment**

(1) Course and examination fees are due for payment following receipt of the invoice without deductions. These must be paid by bank transfer.

(2) If the invoice is not paid in full or in part, the Provider is entitled to exclude the Student from participating in the session and re-allocating the place.

(3) A claim for (partial) reimbursement of already paid course and examination fees – e.g. in the case of premature cancellation of the session by the student – shall not apply, unless the already registered student finds a substitute person who wishes to attend the course in his place, fulfils the pre-requisites for participation and pays the course fees (which may still be pending).

(4) If the Provider cancels the teaching session, a claim exists to reimbursement of the entire course fee. If the teaching session needs to be cancelled during its execution due to illness of the instructor and a lack of a substitute instructor, the Student is only entitled to reimbursement of the proportionate course.

(5) If an examination fee needs to be paid and the examination is unable to be taken due to reasons arising from the previous paragraph, the Student shall be reimbursed the entire examination fee.

### **4 Cancellation of learning courses by the Provider**

(1) In the case of an insufficient number of students, the Provider reserves the right to cancel the session up to ten (10) days prior to the start of the session. The Student is notified thereof directly in writing.

(2) Where possible and where expedient in light of the circumstances, the Fraunhofer Academy or the Fraunhofer ISE shall offer students on cancelled courses alternative opportunities on alternative dates or at alternative session venues. A transfer shall be made free of charge with the Student's agreement. If this is unacceptable for the Student, he shall be reimbursed fees already paid in full.

(3) Further claims, in particular for the reimbursement of travel and accommodation expenses and loss of working hours are precluded.

(4) If a learning session is cancelled at short notice (e.g. due to the illness of the course leader), the condition as for cancellation by the Fraunhofer Academy or the Fraunhofer ISE shall apply analogously (see above).

(5) The Fraunhofer Academy and the Fraunhofer ISE reserve the right to make changes in the organisation, staffing, procedure of the session, which have no crucial impact on the session as a whole.

## **5 Cancellation**

(1) A binding registration can be cancelled in principle. The withdrawal must be declared in writing.

(2) A free of charge cancellation of participation in a learning session is possible up to five (5) weeks before the start of the session.

(3) A cancellation fee of 50% of the original course fee is due up to fourteen (14) days before the start of the session.

(4) Cancellation at a later time, from thirteen (13) days before the start of the session the full course fee must be paid (the cancellation fee is 100 % of the original course fee).

(5) The full course fee must be paid in the case of non-appearance of the Student at the session.

(6) The date of receipt of the written withdrawal declaration by the Provider is crucial for calculating the timeframe of punctuality of the cancellation.

(7) The cancellation fee shall not be incurred if the Student finds a substitute person who wants to attend the session, fulfils the Student pre-requisites and pays the necessary course fee. The originally registered Student shall remain the contractual partner until re-registration.

## **6 Copyright**

The issued session documentation is protected by copyright. Reproduction – except for personal use – and any form of publication without the prior written consent of the Provider is prohibited.

## **7 Liability**

(1) The Fraunhofer Academy and the Fraunhofer ISE accept no liability for the currentness, accuracy and completeness in relation to the meeting documentation and the execution of the session and its content. In particular, it accepts no liability for any detriment occurring from the use or forwarding of what is learnt and/or conveyed within the scope of our sessions.

(2) For damage to property and pecuniary loss for which the Fraunhofer Academy and the Fraunhofer ISE are liable, it is only liable, regardless of the legal reason – to the extent that it is due to intent and/or gross negligence.

## **8 Photographs**

(1) The Student agrees that photographs taken in conjunction with the session can be used and reproduced and published in modified or unmodified form by the Fraunhofer Academy, Fraunhofer ISE and their representatives. These rights of use shall apply without restriction to certain areas, also for advertising and editorial publications, without any time limitation. The rights of use may be sold and/or passed on by the Fraunhofer Academy and Fraunhofer ISE. The Student also agrees to this transfer of usage rights. During all sessions taking place within the scope of a course the taking of photographs and/or image and audio recordings of all types by persons other than those determined and explicitly authorised or commissioned in writing by the Fraunhofer Academy and Fraunhofer ISE is not permitted.

(2) Every Student is entitled to revoke his consent to the use of his photograph and/or image or audio recordings at any time in writing.

## **9 Place of jurisdiction**

The place of jurisdiction is Munich insofar as the Student is not a natural person.

## **10 Data protection**

(1) The Provider processes and stores the personal information gathered in conjunction with attendance at a session, in compliance with the applicable conditions relating to data protection. The data is not published nor passed on to third parties without authorisation. Any use of personal information shall only occur for the stated purpose and to the extent necessary to attain this purpose.

(2) Attendance at the sessions requires registration and further processing of personal information, inter alia in order to reserve a Student place, to administer attendance and the subsequent examination, if applicable.

(3) The Student has a right of information with regard to the personal information stored about him and, furthermore, a right to rectification of incorrect information, blocking and deletion. The Student also has a possibility of revocation with regard to the consent for future use granted.