



# EIT MANUFACTURING WINTER SCHOOL

## TERMS AND CONDITIONS

We are EIT Manufacturing, an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) registered under French law, with its office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France.

These terms and conditions (T&Cs) apply to the enrolment of applicants on the Winter School Course listed under this [link](#). By enrolling in our Winter School, you are bound by these terms and conditions upon acceptance by us of an application for such enrolment.

### 1. Definitions

Any term used in these terms and conditions will have the same meaning as set out below:

**“We” “us” “our” “EITM” or “The School”** means EIT Manufacturing Winter School

**“You” or “your”** are references to the applicant

**“Course”** means the EIT Manufacturing Winter School course

**“Application Fee”** means the fee payable on submitting an application form to be considered for enrolment on a Course

**“Tuition Fee”** means the fee payable to offer to become enrolled upon a Course

**“Fees”** means a combination of both the Application Fee and the Tuition Fee

**“Offer”** means an invitation to enter into contractual relations with EITM, consisting of the written Conditional Offer sent to the named applicant setting out the details of their Course and Fees payable

**“Course Information”** means the information available on the website

**“Contract”** means the legally binding contract between us and you for the provision of the Course in



accordance with these terms and conditions, including the contents of the Offer Letter to you

**“Cancellation Period”** means the 14-day period which begins the day after the day you receive an email confirming that we have received your Tuition Fee and accepting your enrolment, during which time you have a right to cancel for any reason

**“Intellectual Property”** means any materials created by us including but not limited to Course materials provided to you by us in advance of or during the course

**“Winter School Website” or “Website”** means the website that can be accessed through the [link](#)

**“Writing” or “written”** means any form of written communication, including emails

## 2. Agreement with EITM

- 2.1. The purpose of these terms and conditions is to set out the basis for your relationship with EITM when you apply for a EITM Course.
- 2.2. Your contract with EITM is made up of these terms and conditions, your Offer, the Course Information and full payment of the Fees as set out in section 4.
- 2.3. Please read these terms and conditions carefully before you submit your application to us. These tell you who we are, how we will provide the Course to you, how you and we may change or end the agreement, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms and conditions, please contact us to discuss.
- 2.4. We are EITM, an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) registered under French law, with its office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France.
- 2.5. You can contact us by writing to us by email at [doctoralschool@eitmanufacturing.eu](mailto:doctoralschool@eitmanufacturing.eu)
- 2.6. If we have to contact you during the admissions process, we will do so by writing to you at the email address you provided to us in your application.
- 2.7. Your application form will be a request by you to be considered to attend the Course in accordance with these terms and conditions.
- 2.8. Our acceptance of your enrolment will take place when we e-mail you to confirm that we have received full payment of the Tuition Fee as set out in section 3 below, at which point a contract will come into existence between you and us.
- 2.9. If we are unable to accept your application, we will inform you by writing to you at the email address you provided to us in your application.



### 3. Admissions

- 3.1. Applications for enrolment on a Course must be made according to the instruction provided at the following [link](#).
- 3.2. Admission decisions are made by the Doctoral School at its sole discretion, in accordance with published Course admissions criteria which are available on the EITM Winter School website [here](#).
- 3.3. If your application is not accepted, for example because all places on a course have been taken, we will inform you by writing to you at the email address you provided to us in your application. If your application is accepted, you will be written to and requested to pay the Tuition Fee in order to enroll on the Course, for which see section 4 below.
- 3.4. The School reserves the right to accept late applications at its discretion.**
- 3.5. All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. **If you have provided us with information which is later found to be untruthful, the School reserves the right to reject your application or withdraw the acceptance of such an application at any time.** No refund of Fees will be granted in such cases and no costs will be reimbursed as further detailed in Clause 11 – Limitation of Liability, below.
- 3.6. All our admission decisions are final, but you do have a right to complain, details of how to make a complaint are set out in section 14 below.

### 4. Fees

EITM holds the most up to date information about the Fees on the Winter School website.

The following due dates for payment of Fees require that the Fee is received by us in full by such date:

Payment Timetable:

Fee	Deadline
Tuition Fee	a) For applications accepted the Fees are due upon us sending you the Offer and are payable within 7 days before EITM will forfeit the place(s) reserved for you or by the start of the Course, whichever is the soonest.
	b) In certain circumstances, applications may be accepted after the start of the training and by agreement with us. In such cases, Fees are due upon us sending you the Offer and should be paid immediately.

**If full payment of Tuition Fees has not been received by the School within 7 days after us sending you the Offer then we may withdraw our offer by emailing you in writing.**



We are only able to accept payments through bank transfer. You will receive the bank information in the acceptance letter.

All payments of Fees must be made in EUR and are inclusive of VAT and other taxes where applicable. Any currency conversion costs, or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

## 5. Partial Tuition Fee Waivers

Early bird applications may pay a discounted Tuition Fee, according to the admission rules published on the EITM Winter School [website](#). Other tuition fee special offers could be temporary done through EIT Manufacturing [social media channels](#).

## 6. Cancellations and Non-attendance

### a. Cancellation by the School

We may only cancel a Course if:

1. There are not enough applicants enrolled on the Course and it is not commercially viable for us to run the course. The minimum number of applicants required for us to run a Course is currently 5.
2. the Course's teaching staff fall ill or for other reasons outside our control are unavailable to teach, and no suitable alternative(s) is / are available; or
3. an event which is outside our reasonable control, such as a fire or a flood, a pandemic situation, means that we have to cancel the Course.

We will make our best efforts to notify you about cancellations or postponements as soon as possible.

If a Course that you are registered with is cancelled or postponed, then we will offer you the choice of (i) a place on an the next available course at no additional cost in Fees payable or (ii) a refund of the Tuition Fee paid by you after deduction of the necessary administrative fees (for example bank payment fees etc.).

We will make every effort to provide the Course that you signed up for, in accordance with the announced content and programme. However, EITM reserves the right to make changes to the course. In such a case we will put our best efforts to notify you of eventual changes. You agree to follow the Course even if changes occur.

### b. Cancellation by the Applicant



Once the contract has been signed, you have the right to cancel your enrolment with us for any reason (including if you change your mind) either within a fourteen (14) day Cancellation Period or before the starting of the course, if the starting date is within the 14 days. You do not have to give us any reason for cancelling the contract. The Cancellation Period will expire after 14 days from the day of the conclusion of the contract. In other words, you will have 14 days from the day after the day we email you to confirm that we accept your enrolment.

To cancel your enrolment, you must clearly inform us of your decision to cancel before the relevant Cancellation Period has expired. You may do this by email to [doctoralschool@eitmanufacturing.eu](mailto:doctoralschool@eitmanufacturing.eu). You may use the model cancellation form at the end of these terms and conditions to notify us of your decision to cancel by email, but you do not have to.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.

Where the Cancellation Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cancellation Period will be extended so that it ends on our next working day.

#### **Effects of Cancellation during the 14-day period**

If you cancel your contract within the 14-day Cancellation Period, we will reimburse the Tuition Fee received from you as soon as possible.

We will make the reimbursement through bank transfer.

#### **No refund after expiry of the 14-day period**

- If you wish to cancel your registration on a Course after the Cancellation Period has expired, please note that no refund will be made. However, the EIT Manufacturing reserves the right to make refunds under special circumstances.

## **7. Course material and services and limitations on our liability**

Payment of the Tuition Fees in accordance with these terms and conditions entitles you to the services announced on the Winter School website in relation to the Course advertisement, and to access all parts of the Course you are enrolled on, as well as the available School facilities necessary to attend the Course. **Unless indicated otherwise, Tuition Fees do not include any other services, including but not limited to, subsistence during Course days, travel or accommodation costs or subsistence, insurance including health insurance or services or other costs that might arise prior to or during the Course.** EITM does not provide insurances to students, including travel, health or personal injury insurances.



Every effort is made to ensure that all information relating to the Course is correct and EITM will seek to deliver each Course in accordance with the description set out on the Course web page.

There may be situations in which it is desirable or necessary for EITM to make changes in Course provision, either before or after enrolment, for example to incorporate new scientific findings into the course materials or to enhance the quality of teaching and learning. EITM therefore reserves the right to:

- Make reasonable changes to the timetable, location or training staff specified for a Course.
- Make reasonable changes to the content and syllabus of a Course when necessary.
- Use selected third party providers and/or change them, when necessary
- To cancel a minor part of the programme, in case the training staff can't be replaced in time for the execution of the training for any kind of reason.

We will make every effort to provide the Course that you signed up for, but in the event that we have to make changes to the Course content, venue of the Course, Course tutor or faculty then we will let you know as soon as possible. You enroll in the Course taking into consideration that such changes might happen.

The views expressed and information provided by the trainers and all Course materials provided to you during your Course are intended solely for the purpose of providing you with the services outlined above. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. **EIT Manufacturing does not accept any liability if you do rely on such views, information or materials for purposes other than the Course.**

You are solely responsible for determining whether the Course is sufficient to meet your needs. EITM makes no representation that completion of the Course will be recognised and/or awarded credit to by any other institution. Your home institution will decide how much credit, if any, they will award for your Course. EITM does award credit that is used to contribute towards full- time EITM programmes, such as Doctoral School programme and I&E programme.

## 8. Intellectual Property and Use of the EITM brand

All materials provided by EITM in relation to the Winter School (and any intellectual property rights in the same) are and remain the property of EITM or, in the case of materials belonging to third parties of the relevant third party. EITM will obtain the necessary allowances and licenses for materials used that are not the property of EITM.

Materials include all documentation or information provided by EITM in relation to the Winter School, including but not limited to information provided on the EITM website, the Winter School brochure, offer letters, course syllabi, reading materials, additional information and others.

Any use of any such materials and documentation that is not for the purpose of the Winter school requires the prior written approval by EITM in the form of an agreement.



Students must not use any such materials provided by EITM for any other purposes than the ones set out in these terms and conditions. In particular but without limitation, use is not permitted for (i) any commercial purposes; (ii) as an official view or opinion of EITM; (iii) presenting as if it were the student's own intellectual property; (iv) for dissemination of any parts of the EITM Winter School without EITM' agreement, in particular on social media or otherwise.

Use of the EITM, Doctoral school and winter school brand, name and/or logo is not permitted without prior written agreement of EITM in the form a contract.

## 9. Student behaviour and discipline

It is a condition of your agreement with us that you agree to comply with our applicable rules, policies and regulations of the hosting Universities and Institutions. A full description of the Universities and Institutions participating in the Winter School is available on the Course website. Therefore, by enrolling in the Winter School, you acknowledge you have read and accept the applicable rules and regulations of the hosting Institutions.

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the employees or contractors of the School or hosting Institutions, or bring the School into disrepute through your actions, we reserve the right to remove you from the Course and/or exclude you from the premises where the School is hosted. If you are also a EIT Label doctoral school student, we reserve the right to take any appropriate measures in connection with the agreements we have with you. **In such cases, the Fees will not be refunded.**

## 10. Course language

Unless otherwise indicated, the Course is taught in English.

If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

## 11. Visas: your responsibilities

You are responsible for obtaining the required visa that enables your participation in the Course and the rejection of a visa application by the relevant authorities does not affect the application of these terms and conditions including section 4 (Fees). We recommend that all applicants from outside the European Union check with the relevant Embassy regarding their visa requirements before applying.

In no circumstances will we issue documentation to support a visa application before receiving payment in full in cleared funds of the Fee from you. The cancellation and refund provisions in section 6 apply irrespective of whether cancellation is due to a failure to satisfy visa requirements in good time before the Course start date or other similar reason, such as failure to apply for a visa in appropriate time or delay with the visa process.



## 12. Limitation of Liability

1. Our liability to you with respect to your enrolment in the Course, the cancellation, postponement, or amendment of the Course, extends only to direct damages arising from our gross negligence or willful misconduct in relation to our provision of services under these terms and conditions, and **is limited to the amount of Fee received from or on behalf of you in respect of the Course.**

Further, our liability to you with respect to your enrollment in the Course, the cancellation, postponement, or amendment of the Course, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

### **Liability in respect of personal property and vehicles; you are responsible for arranging insurance**

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the premises of the faculty, company, organization or Institution delivering the whole or part of the Winter School course, including informative visits to laboratories, plant and other premises, whether by you or any other person. It is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

## 13. How we may use your personal information

The School will use your personal information in accordance with its data protection policy and statement on student data protection that is available [here](#).

## 14. Complaints

If there is a problem with the enrolment process, or if you have any questions or complaints about the services, please contact us. You can contact us by email at [doctoralschool@eitmanufacturing.eu](mailto:doctoralschool@eitmanufacturing.eu)

## 15. Governing Law and Dispute Resolution

These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of France, and you irrevocably submit to the exclusive





jurisdiction of the French courts. Disputes rising from these T&Cs are subject to the exclusive jurisdiction of the Courts of Paris, France.

## 16. Other important terms

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms. However, EITM reserves the right to assign parts or whole of its rights and obligations under these T&Cs to any of its subsidiaries.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Course(s), we can still require you to make the payment at a later date.

By submitting your application form, you agree that we may share this information, including your contact details, with the department or faculty of the hosting Institution/University, the EITM partners and external organizations and the third parties/suppliers providing the Course, and any designated tutor(s) for the Course and that you may be contacted by the department, faculty, the EITM partners and external organizations and the third parties/suppliers or designated tutor in connection with the Course. Your personal data will be dealt with in accordance with the privacy policy available [here](#).