



Swiss Institute of
Bioinformatics

SIB Training Courses – General Terms and Conditions

By clicking “Apply Now” when submitting an application for registering to SIB training courses provided by the SIB Swiss Institute of Bioinformatics (**SIB**), you acknowledge and agree to be bound by these General Terms and Conditions. They constitute a legally binding agreement and govern access to SIB training courses and the use of training materials.

1. DEFINITIONS

Unless otherwise defined in this Agreement, the following terms shall have the following meanings:

- (a) “**Agreement**” means the General Terms and Conditions, the Training Proposal and any other attached documents or documents incorporated by reference, which together constitute the agreement between the SIB Swiss Institute of Bioinformatics and the Participant.
- (b) “**Cancellation Date**” means the cancellation deadline as set out in the Training Proposal.
- (c) “**General Terms and Conditions**” means these terms and conditions, that form an integral part of the Agreement.
- (d) “**Participant**” means the person who will attend the SIB Training Course(s).
- (e) “**Training Provider**” means the person listed in the Training Proposal who will deliver the Training Course.
- (f) “**Training Course(s)**” means any of the SIB Training Course(s) including the related course materials to be delivered by the Training Provider to Participant(s).
- (g) “**Training Course Date**” means the date scheduled by SIB for the start of the Training Course as set out in the Training Proposal.
- (h) “**Training Fees**” means the cost, as set out in the Training Proposal, to be paid by the Participant to SIB to attend the Training Course(s).
- (i) “**Training Proposal**” means all the specific terms and conditions specified in the Training Course offer that form an integral part of the Agreement.

2. SCOPE

2.1. These General Terms and Conditions apply to the Training Courses provided by the SIB.



3. APPLICATION & REGISTRATION FOR TRAINING COURSES

- 3.1 Training Courses.** All the SIB Training Courses available are listed on the SIB website. For each SIB Training Course, comprehensive information is provided in the Training Proposal such as admission requirements (if applicable), application and cancellation deadlines, training course objectives, location and time, associated Training Fees.
- 3.2 Application.** Unless otherwise specified, candidates wishing to register for SIB Training Course(s) must complete the applicable form.
- 3.3 Registration.** Acceptance of applications is at the sole discretion of SIB. Confirmation of registration in Training Courses is sent by email to Participants at the address email provided on the completed form.
- 3.4 Substitution.** A Participant may be substituted by another person provided that the latter registers for the Training Course(s) and their application is approved by the SIB.

4. TRAINING FEES AND PAYMENT

- 4.1 Training Fees.** Except otherwise provided in the Training Proposal, registrations for SIB Training Courses are subject to the payment of Training Fees which are invoiced in Swiss francs and do not include VAT.
- 4.2 Payment period.** Unless otherwise specified, payment must be made in any case five calendar days before the Cancellation Date. Failure to meet any payment deadline is not deemed a cancellation or withdrawal from Training Courses. If payment is not received in accordance with the above terms, the Participant may not be eligible to attend the Training Courses.

5. CANCELLATION OF REGISTRATION AND ABSENCES

- 5.1 In general.** Participants may withdraw from Training Courses by sending a writing notification to the Training Provider.
- 5.2 Cancellation of registration.** No Training Fees must be paid by Participants if they withdraw prior to the Cancellation Date. In the event Training Fees were already paid, SIB will reimburse such fees provided the writing notification is sent to SIB before the Cancellation Date. Any Training Fees paid or due after the Cancellation Date are non-refundable.



Swiss Institute of
Bioinformatics

5.3 Absences. Total or partial absences from Training Courses do not entitle the Participants to a refund of the Training Fees paid. Cases of serious illness or genuine hardship may receive special consideration on written request.

5.4 No notification. Participants who register for a Training Course and do not attend it, without any prior notification or serious grounds, will have low priority when applying to attend future Training Courses.

6. ORGANISATION OF TRAINING COURSES

6.1 Training Providers. Training Courses are provided by Training Provider who may be SIB employees and/or external consultants.

6.2 Changes in the Training Courses. SIB reserves the right to make a change in the contents, relocate the site of the Training Courses and change the Training Provider(s). SIB may further develop or update the content of Training Courses without prior announcement.

6.3 Minimum and maximum threshold. SIB may set a minimum and/or maximum number of Participants for each Training Course. SIB may decide to cancel Training Courses if the minimum number of registrations is not reached.

6.4 Postponement or cancellation of Training Courses. SIB may need to postpone, reschedule, cancel or move Training Courses. In cases of postponement or rescheduling, registrations remain valid. In the case of cancellations or when the postponed or rescheduled time is not possible for the Participant, SIB will reimburse the Training Fees already paid, but in no case will be responsible to pay any compensation of any kind whatsoever.

6.5 Travel and accommodation. Participants are responsible for making all travel arrangements and for bearing the full costs of all travel, accommodation, meal and other expenses incurred by their attendance to Training Courses. SIB will not be responsible for any of such non-refundable expenses in case of cancellation or rescheduling of Training Courses.

6.6 Participant's duties. Participants are required:

- a) to use the Training Materials made available for the Training Course in accordance with the applicable conditions,
- b) comply with the rules of conduct on the training premises, in particular with health, safety and accident prevention regulations, and follow any reasonable instructions of the Training Provider; and



Swiss Institute of
Bioinformatics

c) refrain from taking making video and/or audio recordings and from taking pictures on training premises without SIB's written approval.

6.7 Exclusion. Participant may be excluded from a Training Course if their behaviour hinders the proper conduct of the Training Course or infringes the [Elixir Code of Conduct](#). No Training Fees shall not be reimbursed if a Participant is excluded from the Training Course.

7. INTELLECTUAL PROPERTY

7.1 Ownership. All rights, title and interest in the intellectual property rights relating to the Training Courses as well as the content, materials, data incorporated in the Training Courses are exclusively owned by SIB and/or its licensors.

7.2 Use of Training Courses. Participants acknowledge that Training Courses provided by SIB may be subject to specific restrictions such as, but not limited to, copyright law, confidentiality and agree to comply with such restrictions and applicable laws. Except otherwise provided for in the Training Courses, Participants are granted a limited, non-transferable, non-exclusive and revocable license to use the Training Courses solely for personal, non-commercial purposes.

7.3 Restrictions of Use. Any copying, reproduction, distribution, sale, publication, or use in any manner whatsoever of the Training Courses, other than as expressly permitted in this Agreement, is strictly prohibited and requires the prior written approval of SIB and/or its licensors.

7.4 Trademarks, service marks, and logos. SIB's trademarks, service marks and logos included the Training Courses shall not be used without SIB's prior written approval.

8. UNIVERSITY CREDITS AND COURSE CERTIFICATES

8.1 Certificates. Participants who are present for the entire duration of the Training Course receive a certificate of attendance. This certificate does not attest to any level of knowledge achieved during the Training Course.

8.2 ECTS credits. Participants who successfully pass an examination at the end of a Training Course receive a certificate of satisfactory completion, which includes an estimate of the

number of European Credit Transfer and Accumulation System (ECTS credits) attached to the Training Course. However, SIB does not award ECTS credits; only the student's home University can decide on the number of credits to be validated.



Swiss Institute of
Bioinformatics

9. REPRESENTATIONS, LIMITATION OF LIABILITY AND DISCLAIMER

- 9.1 Representations.** SIB will conduct the Training Courses in accordance with the description made in the Training Proposal and will use its reasonable endeavours to ensure that Training Courses provided are dispensed with reasonable skill and care in accordance with academic standards and accepted practices.
- 9.2 Limited liability.** To the fullest extent permitted by the applicable law, in no event shall SIB and its Training Providers be liable for any loss of profits or any special, direct or indirect or incidental or consequential damages in delivering the Training Courses. SIB is not liable for any theft or loss occurring during the performance of Training Courses.
- 9.3 Disclaimer.** Training Courses made available by SIB are provided on an “as-is” and “as available” basis without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

10. MISCELLANEOUS

- 10.1 Privacy.** Personal data of applicants and Participants are processed in accordance with the Swiss Federal Act on Data Protection and the [SIB privacy policy](#).
- 10.2 Force Majeure.** SIB shall not be liable or be considered to be in breach or default of its contractual obligations under these general terms and conditions to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to natural disasters of a particular intensity, war, epidemics, riot, strike, hacking, power failure or Internet network failure (the **Force Majeure Event**). SIB shall notify Participants in the event of any such delay. Depending on the Force Majeure Event, SIB will either postpone or cancel Training Courses in accordance with Section 7.4.
- 10.3 Amendment.** SIB reserves the right to amend these General Terms and Conditions at any time.
- 10.4 Applicable law and Jurisdiction.** This Agreement is governed by Swiss law, without regard to its conflict of laws provisions. Any dispute in relation to this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Lausanne.

Last updated on 5 September 2023