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Translation of General Terms of Admission and Participation for Courses and Programs of Continuing Education at the ZHAW School of Management and Law

Disclaimer

This is a non-binding, unofficial translation of the original German version, "Allgemeine Zulassungs- und Teilnahmebedingungen für Weiterbildungsveranstaltungen an der ZHAW School of Management and Law". While it was prepared with all due care, the ZHAW School of Management and Law takes no responsibility for any remaining omissions and/or mistakes. The legally binding document is the original German version, which shall prevail in any case of doubt or differences of interpretation.

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General Terms of Admission and Participation for Courses and Programs of Continuing Education at the ZHAW School of Management and Law

Preliminary Remarks

Contracting party is ZHAW, represented by the School of Management and Law (SML).

These General Terms of Admission and Participation are supplemented by the documentation and academic regulations of the individual degree programs and courses of study.

1. Scope

These General Terms of Admission and Participation shall apply to:

- Continuing Education Courses¹
- Certificate of Advanced Studies (CAS) programs
- Diploma of Advanced Studies (DAS) programs
- Master of Advanced Studies (MAS) programs
- The Master of Business Administration (MBA) program
- The Executive Master of Business Administration (EMBA) program and
- Executive Master programs.

If a student registers for both a continuing education Master's program and one or more of the associated CAS programs, the terms for CAS programs shall apply to each CAS. In cases where not all CAS programs are offered by the same ZHAW school, each CAS program shall be subject to the general terms of admission and participation of the respective institution.

2. Admission

For specific admission requirements, please refer to the documentation and academic regulations of each individual degree program or study program.

If the tuition fees/course costs, or rather the invoice for the first instalment, have not been settled by start of the course or program, the offer of admission may be revoked.

3. Enrollment

Both written and online enrollment is legally binding. By submitting an application for enrollment, applicants acknowledge and accept the General Terms of Admission and Participation as well as the requirements set out in the documentation and the academic regulations of the course or program in which they wish to enroll.

The number of participants admitted to a particular continuing education course or program is limited. Applications are considered on a first-come, first-served basis; however, admission on merit (i.e., "sur dossier") may also be considered. Should alternative provisions apply, they will be set out in the course or program documentation. The decision to review an application received after the deadline lies with the course or program director.

4. Cancellation of a Course or Program

The SML reserves the right to cancel a course or program if it has a good reason, for instance if the minimum enrollment has not been reached. If a course or program does not take place, those who have already applied will be notified at the earliest opportunity. In such cases, any payments already made will be reimbursed in full. Further claims for compensation are excluded.

¹ "Weiterbildungskurse" (WBK)

5. Costs

The tuition fees/course costs and what is included in them are set out in the course or program documentation.

6. Additional Costs

Additional costs may be incurred, among other things, by the need to resit an exam or to repeat a performance assessment or a whole module. For details, please refer to the course or program documentation.

7. Payment Terms

Tuition fees or course costs are usually payable prior to the start of the course or program within 30 days of the invoice date. Some continuing education courses or programs may have special payment terms which will apply. In any case, the tuition fees or course costs must be paid in full before the start of the final course or program module.

Anyone failing to pay his or her tuition fees or course costs on time may be excluded from attending class. The obligation to pay tuition fees/course costs is not affected by this.

8. Course or Program Documentation (printed and online)

Every effort is made to ensure that printed and online information on programs and courses is up to date. In cases of doubt, the data contained in the current printed versions will apply. Content, structure, time, length, location, and instructors of courses or programs are generally subject to change.

9. Cancellation, Non-Appearance, or Withdrawal; Exclusion from a Course or Program due to Non-Payment of Tuition Fees/Course Costs

All cancellations must be communicated in writing.

No charges shall be incurred for cancellations received within 60 days before the start of a course or program.

If a cancellation is received less than 60 days before the start of a course or program, that person will be charged 50 percent of the tuition fees/course costs due; if a cancellation is received less than 30 days before the start of a course or program, this obligation is reduced to 75 percent.

If a person can supply a suitable replacement before the start of a course or program, he or she may be released from the obligation to pay the tuition fees or course costs. In any case, he or she will be charged an administration fee in the amount of 5 percent of the tuition fees/course costs, however no less than CHF 100. The decision to accept the new applicant lies with the course or program director.

In cases of cancellation, non-appearance, or withdrawal after a course or program has already started, or in cases of exclusion due to non-payment of tuition fees/course costs, the tuition fees/course costs are due in full.

10. Insurance

Insurance coverage is the responsibility of the course and program participants.

11. Transfer of rights

Work created by course and program participants in the course of their studies is considered the property of ZHAW and all rights pertaining to it are transferred to ZHAW without compensation. This includes, in particular, solutions to exercises or tasks, final papers/theses, and any software developed by course or program participants, regardless of any protection which such intellectual property may enjoy. The afore-mentioned rights include, in particular, the exclusive right to file applications for property rights as well as copyright, trade, and service mark, patent, design, and model rights. All proceeds from the commercial use of such rights will be used for educational purposes. Any right to be recognized as the author, inventor, creator, or similar is in no way affected by this transfer of rights.

At the request of a course or program participant, his or her rights may re-transferred to him or her.

ZHAW undertakes to keep confidential any work results that are subject to confidentiality protection.

12. General Terms of Admission and Participation for Courses at the Zurich University of Applied Sciences (ZHAW)

These General Terms of Admission and Participation for Programs of Continuing Education at the ZHAW School of Management and Law replace the former General Terms of Admission and Participation for Programs of Continuing Education at the ZHAW School of Management and Law (SML).

13. Applicable Law and Jurisdiction

Any legal dispute relating to continuing education at the SML is subject to Swiss law. The place of jurisdiction is Winterthur.