

1. Scope

- (1) These General Terms and Conditions of Training apply to on campus Training Courses (hereinafter referred to as "**Training Courses**") organized by Fraunhofer–Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 Munich, Register Court: Munich Local Court, Association Register No. VR 446 (hereinafter referred to as "**Fraunhofer**") or its institutes or research units.
- (2) Fraunhofer institutes and research units are legally dependent entities of Fraunhofer. The Training Courses organized by an institute or research unit are therefore deemed to be Training Courses organized by Fraunhofer. All of the rights and obligations regulated in these General Terms and Conditions of Training therefore exist for and against Fraunhofer. Declarations made by a Fraunhofer institute or research unit are attributable to Fraunhofer.
- (3) The General Terms and Conditions of Training govern the rights and obligations vis-à-vis the natural persons or legal entities concluding the Training Courses contract with Fraunhofer (hereinafter "**Contractual Partner**") and/or the natural persons participating in the Training Courses (hereinafter "**Participant**").
- (4) The contact person for Training Courses is the person who assumes organizational responsibility (hereinafter referred to as the "**Organizer**"). If an institute or research unit assumes organizational responsibility, the institute or research unit is the Organizer.
- (5) These General Terms and Conditions of Training do not apply to the mere making available of space, facilities, or other premises—whether in return for payment or free of charge – to third parties for a limited term (e.g. leasing out training space) so that the third parties can hold a training course.
- (6) These General Terms and Conditions of Training apply on an exclusive basis unless expressly provided otherwise hereinafter. Terms and conditions of the Contractual Partner that conflict with, deviate from, or supplement these General Terms and Conditions of Training shall not become an element of the contract, even if Fraunhofer does not expressly object to them.
- (7) The contract language is English.

2. Subject of the contract

- (1) The subject of these General Terms and Conditions of Training is the booking of Training Courses by the Contractual Partner, participation in Training Courses by the Participant, the conduction of Training Courses and the providing of any training-related services by the Organizer.
- (2) The content, time schedule, requirements for participation in Training Courses and any participation fees to be paid are primarily set out in the respective Training Courses description or Training Courses offer.
- (3) Insofar as certifications of successful participation in Training Courses are part of the training, the respective regulations of the responsible certification bodies apply to the certifications. Issuing Certifications may result in additional costs (examination fees). If the certifications are carried out by a third party – possibly for a fee – the Participant concludes a contract with the third party. Fraunhofer then does not become a party. In this case, the regulations of the respective third party apply.

3. Registration; Conclusion of contract

- (1) Registration for Training Courses can take place via websites used for this purpose by the Organizer or via registration forms

that are provided. The Contractual Partner is obliged to provide truthful information.

- (2) Unless otherwise agreed upon in individual cases, by completing and sending the registration form provided, the Contractual Partner submits an offer for the Participant to take part in the Training Courses (hereinafter referred to as "**Online Registration**"). A contract regarding participation in the Training Course comes into effect when this offer is accepted by the Organizer. Acceptance takes place via confirmation of registration, which is transmitted by e-mail or mail.
- (3) In the case of Online Registration, the Contractual Partner will receive an automated e-mail confirmation that the registration has been received. This email does not yet constitute acceptance within the meaning of paragraph 2 above.
- (4) A contract can also be concluded if the Organizer submits an individual training offer in text form and the Contractual Partner accepts this – also in text form.
- (5) Participant is required to bring the registration confirmation with them to the Training Courses on campus and may be required to show it. There is no guarantee that Participant will be able to participate without showing the registration confirmation. The same applies in the event that Participant is unable to prove his/her identity. Contractual Partners who wish to claim a discount must provide proof of the Participant's status if necessary.
- (6) A registration confirmation is binding in principle and entitles Participant to participate in the Training Courses in question. This does not apply to free Training Courses with limited capacity. If this has been pointed out in advance, admission may be refused if the capacity limit is reached.
- (7) Where applicable, Training Courses are conducted and attended in compliance with the applicable regulations for the prevention of infection with and containment of pathogens, such as the SARS–COV2 virus. Participant will inform themselves in advance about the regulations applicable to them and comply with them.

4. Registration with third parties, access

- (1) Prior registration with third parties may be required for certain Training Courses, e.g. to guarantee access to the Training Centre. The Organizer will inform the Contractual Partner of this in advance.
- (2) If necessary, name badges and/or other optical/technical means of identification will be issued for access. Name badges and other means of identification must not be shared with third parties.

5. Contract information

- (1) Contractual Partner can access, store and print out these General Terms and Conditions of Training [here](#). The Organizer stores the text of the contract (contract information and Terms and Conditions of Training). The contract information (booked Training Courses; Participant, participation fee) can be found by the Contractual Partner in their registration confirmation or their individual Training Courses offer in text form. The contract information is not available online.
- (2) If the Participant is not also the Contractual Partner, the Contractual Partner is obliged to bring these General Terms and Conditions of Training to the attention of the Participant(s).

6. Requirements and obligations of the Participant to cooperate

- (1) If Participant must fulfil certain requirements to take part in Training Courses (e.g. enrolment at a university), they must provide proof of this to the Organizer. Without such proof, Participant may be denied access to the Training Courses.
- (2) If Participant is required to bring or provide physical materials for the Training Courses, this will be indicated in the training description or in the training program.

7. Changes to the program schedule

- (1) The Organizer is free to design the program. As long as the overall character of the Training Courses is maintained, the Organizer may replace speakers with speakers with comparable qualifications, postpone lectures or make changes to the content, provided that this does not change the thematic core of the Training Courses. The Organizer shall endeavour to communicate changes in good time by e-mail or on its website. Changes within the meaning of this paragraph do not entitle the Contractual Partner to a reduction in price or to assert other claims for damages.
- (2) If a framework program is provided by a third party in addition to the actual training program, legal relationships exist between the Participant or the Contractual Partner and the third party as far as the framework program is concerned. Fraunhofer does not become a contracting party in this respect.

8. Participation fee; due date

- (1) In the case of Training Courses for which a fee is charged, the Contractual Partner is obligated to pay the agreed participation fee. The amount of the participation fee is stated in the training description or the training offer.
- (2) The participation fee must be paid in advance in accordance with the payment options stated. The participation fee must be paid no later than within 14 days after receipt of the invoice, the date when payment is received in Organizer's account is the date determining whether payment is remitted on time.
- (3) The participation fee is deemed to fully settle and discharge all claims to payment for participation in the Training Courses, including any meals or refreshments offered. Costs for travelling and accommodation shall be borne by the Contractual Partner themselves.
- (4) Offsetting claims of Contractual Partner's own against claims of Fraunhofer is permissible only if the counterclaim is undisputed or has been established with final, binding legal force, is not disputed by Fraunhofer or is acknowledged by Fraunhofer, or if it is closely related to Fraunhofer's claim within the same reciprocal contractual relationship to which both Contractual Partner and Fraunhofer are party.
- (5) Contractual Partner cannot exercise a right of retention unless Contractual Partner's counterclaim is based on the same contractual relationship.

9. Right of withdrawal

If the Contractual Partner is a consumer, he is entitled to a statutory right of withdrawal, about which we inform him below. "Consumer" means every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession (Sec. 13 of the German Civil Code (BGB)).

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

Fraunhofer Institute for Microengineering and Microsystems IMM
Carl-Zeiss-Str. 18-20
55129 Mainz
Phone +49 6131 990-0
Fax +49 6131 990-205
info@imm.fraunhofer.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount that is in proportion to what was provided until you notified us of your withdrawal from this contract, in comparison with the full coverage of the contract.

Sample withdrawal form

(Complete and return this form only if you wish to withdraw from the contract).

To
Fraunhofer Institute for Microengineering and Microsystems IMM
Carl-Zeiss-Str. 18-20
55129 Mainz
Phone +49 6131 990-0
Fax +49 6131 990-205
info@imm.fraunhofer.de

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*)

- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is submitted on paper)
- date

(*) Delete as appropriate.

End of the withdrawal policy

10. Cancellation by Contractual Partner; designation of a representative

- (1) No contractual right of rescission or cancellation is agreed.
- (2) If Participant is unable to attend the Training Course for any reason, for which the Organizer is not responsible, the participation fee is due and payable nonetheless, and payments that have already been made will not be refunded. This even applies if the Contractual Partner cancels the Participant's attendance before the start of the Training Courses.
- (3) Further details can be found in the respective training description or the training program. Notwithstanding the provisions of paragraph 2 above, Organizer may provide for full

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- or partial refunds of the participation fee. Further information on this is set out in the relevant training description or the training program.
- (4) If refunding of participation fees is provided for, but no specifics are set forth, the following rules apply:
- 100 percent refund for cancellations up to four months before the start of the event
 - 75 percent refund for cancellations up to two months before the start of the event
 - 50 percent refund for cancellations up to one month before the start of the event
 - No refund for cancellations less than one month before the start of the event.
- (5) Notices of non-participation must be sent to Organizer in text form (e.g. letter, fax, e-mail). The postmark date or, in the case of fax transmissions or e-mails, the date sent, is the date determining when the notice was transmitted.
- (6) Unless otherwise agreed, refunds will be processed within two months after the end of the Training Course and will be credited using the payment method used for the registration process. Contractual Partner is responsible for any bank transaction fees charged for a refund.
- (7) If Participant is unable to attend the Training Course, Contractual Partner is entitled to designate a substitute to attend in the Training Course instead of the Participant. The substitute must be designated to Organizer by name. To this end, the information required for registration must be transmitted to Organizer in text form.
- 11. Cancellation by Fraunhofer; withdrawal by Fraunhofer**
- (1) Fraunhofer reserves the right to cancel or discontinue the Training Courses in whole or in part for good cause pursuant to the provisions below. Good cause is deemed to exist if upon consideration of all circumstances of the individual case and upon weighing the interests of both parties, Fraunhofer cannot reasonably be expected to hold the Training Course. In particular, good cause is deemed to exist if there is a credible risk of terrorist attacks, natural disasters, force majeure (e.g. acts of war, strike, epidemic, disruptions of operations), or in the event of the absence, illness, or death of a speaker or other persons who are essential to the content and implementation of the Training program.
- (2) If the Training Courses are cancelled in accordance with no. 11 paragraph 1, the obligation to pay a participation fee shall lapse. The Contractual Partner may demand reimbursement for payments already made. If the Training Courses are cancelled, the Contractual Partner shall receive a pro rata refund commensurate with the scope of the Training Courses missed. The Contractual Partner is not entitled to any further claims due to the cancellation or interruption, unless Fraunhofer is not responsible for the reason for the cancellation or interruption.
- (3) If the training description of Training Courses specifies a minimum number of Participants when the contract is concluded, because the Training Courses can no longer fulfil its purpose for the Participant with less Participants due to the training format and the planned framework conditions (in particular workshops, discussion groups or similar programs that require interaction), Fraunhofer is entitled to declare its withdrawal from the Training Courses up to 21 days before the Training Courses and to cancel it if the minimum number of Participants is not reached. If the Training Courses are canceled, the obligation to pay a participation fee shall lapse. The Contractual Partner may demand reimbursement for payments already made. Claims for travel and accommodation costs and loss of working hours are excluded.
- 12. Right to make and enforce house rules; no smoking**
- (1) The house rules of the specific Training Course venue apply. Special safety precautions may apply when visiting research laboratories. Participant shall follow instructions issued in the exercise of the right to make and enforce house rules.
- (2) In principle, smoking is prohibited at the training venue. This does not apply to specially designated outdoor areas or indoor spaces.
- 13. Coat check**
- (1) If offered, Participant shall use the designated coat check areas to check personal items.
- (2) No liability is assumed for personal items and the contents of bags or pockets in items left on unsupervised coat stands or racks outside the coat check areas.
- 14. Telecommunications connections, Internet access**
- (1) The Organizer is not obliged to provide internet connections (W-LAN, LAN) as part of a Training Course.
- (2) If Internet connections are offered at the Training Course venue as an exception, the terms and conditions governing Internet access at the venue apply.
- 15. Advertising and sales activities**
- (1) During the Training Courses, any kind of advertising as well as the offering and sale of goods or services by the Participant and/or Contractual Partner is prohibited.
- (2) The Participant and/or Contractual Partner is responsible for their own references to the Training Courses (e.g. on the Internet). In this respect, they are not acting on behalf of the Organizer.
- 16. Photos, video/audio recordings**
- (1) The Organizer will take photos and make video and/or audio recordings during the Training Courses. These recordings are for quality assurance purposes and are used exclusively internally and for this purpose. When using the recordings, the Organizer shall ensure that the personal rights of the Participant is not violated.
- (2) Participant is not permitted to take photos or make video/audio recordings of the Training Courses (e.g. screenshots, recordings) or of laboratory rooms outside the training rooms.
- 17. Training material; Know-How, copyright and rights of use**
- (1) Training documents sent or handed out to Participant are protected by copyright. Reproduction, dissemination, and/or publication of these documents is not permitted. Reproduction of the documents without Fraunhofer's express consent is permitted exclusively for personal purposes within the meaning of Sec. 53 of the German Copyright Act (UrhG). Likewise, unless otherwise agreed in individual cases, no rights of use are granted to the content contained in the training documents and conveyed by the speakers.

- (2) Participant and/or Contractual Partner undertake to treat as confidential all technical details, technical descriptions, construction drawings, specifications, software codes, scientific expert opinions and the knowledge resulting therefrom as well as other knowledge gained through participation (hereinafter **"Know-How"**) and commercial or business information and knowledge that is labelled as confidential, e.g. by a corresponding watermark or that is expressly designated as confidential within the Training Courses, and not to pass this information and knowledge on to third parties. This does not apply to information that was known or generally accessible to the Contractual Partner, the Participant and/or the public prior to the disclosure or that became known or generally accessible to the public after the disclosure without the involvement of the Participant or Contractual Partner or information that was disclosed or made accessible to the Participant or Contractual Partner by an authorized third party or that was independently developed by an employee of the Contractual Partner who had no knowledge of the disclosed information.

18. Liability

- (1) Fraunhofer assumes no liability for ensuring that the information and content provided by third parties in the training documents are up-to-date, accurate, and complete. In particular, Fraunhofer assumes no liability for damages and/or losses arising from the use or sharing of what is learned and/or communicated as part of the Training Courses.
- (2) Fraunhofer is liable for intent and gross negligence (Vorsatz und grobe Fahrlässigkeit). Fraunhofer is liable for ordinary negligence (leichte Fahrlässigkeit) pursuant to the German Product Liability Act (ProdHaftG) and is also liable for injury to life, body or health of persons.
- (3) In the case of ordinary negligence, Organizer's liability is limited to cases of breach of obligations essential to the contract (cardinal obligations), that is, those obligations that make the proper performance of the contract possible and on the fulfillment of which the other party to the contract may regularly rely. In this case, the scope of liability is limited to the foreseeable damage or loss that typically occurs. There is no liability for indirect damage or loss, consequential damage or loss due to defects or lost profit. This limitation of liability also applies in the event of fault on the part of Fraunhofer's legal representative or vicarious agent.

19. Data protection

Fraunhofer processes personal data collected in connection with registration for and participation in the Training Courses in compliance with the applicable provisions of the law on data protection. For further information, particularly on the purposes and scope of processing and on the rights of data subjects, please see Fraunhofer's [data protection information](#), which is referenced each time a Participant or a Contractual Partner registers for the Training Courses.

20. Export clause

Insofar as the fulfilment of contractual obligations by Fraunhofer requires an approval or is prohibited due to national, European or US-American regulations of foreign trade law including embargos (and/or other sanctions), the fulfilment of the contract is subject to the granting of an approval by the competent authorities; in the event of non-granting of the approval or in the event of a prohibition, there is no breach of duty on the part of Fraunhofer. Fraunhofer shall not be liable for damages due to delays or impediments to performance with regard to German, European, US or international regulations of foreign trade law including embargoes (and/or other sanctions). The same applies to other claims (such as repayment or guarantee claims due to

advance payment guarantees or advance payment guarantees, etc.).

21. Final provisions

- (1) Should one or several provisions of these General Terms and Conditions of Training be or become invalid, the validity of the remaining provisions shall not be affected thereby.
- (2) The EU Commission has set up the following online dispute resolution platform for the out-of-court settlement of consumer disputes: www.ec.europa.eu/consumers/odr.

Fraunhofer is neither obliged nor willing to participate in a dispute resolution procedure under the Act on Alternative Dispute Resolution in Consumer Matters (Verbraucherstreitbeilegungsgesetz).

- (3) The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). In relation to Contractual Partners or Participants who do not have their registered office in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from or in connection with this contract shall be Munich.
- (4) If the Contractual Partners or Participants are merchants, legal entities under public law or special asset funds under public law, the place of performance for Fraunhofer's services is the Organizer's registered office. The place of fulfilment for payments by the Contractual Partner or participant is Munich.