

Executive Education Open Enrolment Programme General Terms and Conditions

1. Definitions

“**Application Form**” means the contract (of which these Terms and Conditions form part) made between INSEAD and the Client in relation to the Participant’s participation on the Programme

“**Cancel**” means the Participant or Client withdraws or does not participate to the Programme at any stage

“**Client**” means the invoiced person or legal entity named on the Participant’s application form for the Programme

“**Commencement Date**” means the date on which the Programme is due to commence

“**Contract**” means the Participant and the Client agree to the present terms and conditions and Application Form

“**Force Majeure**” means any cause beyond INSEAD’s control such as but not limited to, acts of God, fires, floods, earthquakes, storms, explosion, epidemic, quarantine, sabotage, riot, civil commotions, accidents, delivery delays of sub-contractors and the like.

“**INSEAD**” means INSEAD campus or centre

“**Participant**” means the individual who has applied to participate in the Programme and INSEAD has agreed to admit in the Programme with a written confirmation of admission

“**Tuition fee**” means the fee payable by the Client to INSEAD in relation to the Participant’s participation on the Programme

“**Programme**” means the INSEAD Open Enrolment Programme which the Participant is to attend

“**Third Party (ies)**” mean(s) any person or entity other than INSEAD, Affiliates, Client or Participant.

2. Delivery of the Programme

2.1 INSEAD will use reasonable endeavour to deliver the Programme as described in the brochure and on INSEAD’s website. INSEAD shall be entitled to adapt the Programme at all times and consequently to alter the timetable, syllabus, location, number of classes, individual(s) teaching or external service providers to the Programme and method of delivery of the Programme.

2.2 INSEAD may cancel the Application Form by giving the Client notice in writing not less than thirty (30) days before the Commencement Date. If INSEAD cancels the Application Form it shall refund the Tuition fee already paid to INSEAD.

2.3 INSEAD may cancel the Application Form without cause or prejudice at any time and no full refund can be made: if the Client or the Participant commits a breach of the Application Form or for reasons of Force Majeure.

3. Participant’s Obligations

3.1 The Participant must be punctual, attend all appropriate lectures, sessions, workshops, practical and theoretical activities of the entire Programme as required by INSEAD, and contact the Executive Education Department if unable to attend any class.

3.2 The Participant must at all times behave with honesty show courtesy, consideration and respect during the course of the Programme. Participants are expected to avoid any behaviour or conduct that could be interpreted as an inappropriate behaviour (“Inappropriate Behaviour”) by another Participant, INSEAD employees, and/or Third parties. Inappropriate Behaviour may include but not exclusively: unwelcome conduct whether verbal, physical or visual that denigrates or shows hostility or aversion toward an individual including but not exclusively because of his or her gender, colour, religion, national origin, age, disability or sexual orientation.

3.3 The Participant must respect the confidentiality of all confidential information that the Participant acquires during the course of participating in the Programme, and comply with all applicable laws of the territory where the Programme is delivered.

3.4 Client and Participant are responsible for getting the appropriate visa for the Participant when required.

4. Client’s Obligations

4.1 Client accepts Tuition fee shall be paid before the Commencement Date and upon receipt of the invoice. Until paid in full, INSEAD reserves the right to suspend or exclude the Participant from attending in all or any part of the Programme.

4.2 The Client may cancel or defer the Application Form by giving INSEAD written notice of cancellation at any time to the INSEAD Executive Education Department.

If the Client Cancels or defers the Application Form less than 45 days before the Commencement Date, the Client shall be liable to pay INSEAD the percentage of the Tuition fee set out below:

- Cancellation 45 to 30 days before Commencement Date: 25% of the cost of Tuition fee.

- Cancellation 29 to 8 days before Commencement Date: 50% of the cost of Tuition fee.

- Cancellation 7 days or less before Commencement Date: 100% of the cost of Tuition fee.

If Client proposes another Participant to the session of a Programme, the new candidate will be subject to the standard admission process. If the replacement of the Participant is accepted by INSEAD, no cancellation fee will apply.

Participant shall not be entitled to transfer to another session of the Programme or another module of the Programme after Commencement Date.

5. Intellectual Property

Participants and Client will observe all the legal requirements of copyright for all materials at INSEAD.

6. Loss and damage

INSEAD cannot accept responsibility and expressly excludes liability for any loss or damage to the Client’s property or the Participant’s property that occurs whilst the Participant is on the Programme. The Participant should take particular care not to leave personal belongings unattended at any time.

7. Personal Information

7.1 Personal Data: Client and Participant acknowledge and agree that personal data about the Client and the Participant (“Personal Data”) may be processed by INSEAD. The personal information collected on completing this application is confidential and secured and comply with local regulations. Client and Participant are granted statutory rights of access, modification, update and deletion of personal information of Client and Participant (photographs and/or videos of Participant) and may exercise these rights by writing or sending an email to INSEAD at the address indicated below. Client and Participant consent to the transfer of personal information to INSEAD. If Client and or Participant object to this transfer, Client and or Participant must contact INSEAD at the following address: INSEAD, Executive Education, Boulevard de Constance, 77305 Fontainebleau Cedex, France. Email: marketing.europe@insead.edu.

7.2 Participant and Client agree that photographs and/or videos can be taken during the course of the Programme of Participant and photographs and/or videos can be reproduced and diffused by INSEAD. Such right shall apply whatever the media used, including but not limited to any process for the reproduction of image, in any of their present and future forms and formats, and to any audiences.

8. Governing Law and Jurisdiction

8.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty days (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. The litigation shall be held in the country of the party against whom the litigation proceedings are initiated.

8.2 The litigation will be submitted to the Client’s head office court and under the Client’s registered office law if INSEAD or Affiliate institutes the litigation proceeding. The litigation will be submitted to INSEAD’s registered office court and under INSEAD’s registered office law if Client institutes the litigation proceeding. The decision and awards of the litigation shall be final and binding.