

# Executive Education Open Enrolment Programme

## General Terms and Conditions

### 1. Definitions

“**Admission**” means the acceptance of the Participant to the Programme by INSEAD Admission Committee without the need of the Participant’s confirmation

“**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 in the Programme

“**Cancel**” means the Participant or Client withdraws or does not participate to the Programme at any stage, or leaves before the end of the Programme

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

“**Confidential Information**” means any and all information or data of any type including technical, commercial or financial information transferred by one Party to the other orally or in a writing on any support, and which is either identified or should be reasonably understood by the receiving Party to be confidential or proprietary to the other Party.

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

“**Contract**” means the present terms and conditions and Application Form which are agreed to by the Participant and the Client

“**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 entity

“**Intellectual Property Rights**” means all patent rights, copyrights, trade name rights, trademark rights, service mark rights, trade secret rights and other similar proprietary rights of any type, as they may exist anywhere in the world.

“**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

“**Personal Data**” means any information relating to an identified or identifiable natural person

“**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, Client or Participant

“**Transfer**” means the Participant or Client defers the Programme to another session of the Programme due to take place within 12 months of the Programme from which the transfer takes place

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

Where any conflict exists between these general terms and conditions and the terms set out in any other document or agreement executed by INSEAD and the Client (or Participant) in relation to the Programme, these general terms and conditions shall prevail.

### 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 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 especially 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 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 Transfer the Application Form by giving INSEAD written notice at any time to the INSEAD Executive Education Department.

**4.2.1.** If the Client Cancels or Transfers 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:

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

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

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

Please note that maximum 2 transfers per Programme will be allowed.

**4.2.2.** 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 the Commencement Date.

### 5. Intellectual Property

All Intellectual Property in materials designed and/or developed by INSEAD and utilized in the Programme, including the pedagogical outputs, platforms, webinars, video recordings and all online tools and documents developed for the purposes of student assessment, academic engagement, feedback and other curriculum related purposes shall belong to INSEAD (“INSEAD Intellectual Property”). INSEAD may use INSEAD Intellectual Property in the development of other Programmes in its general provision of academic services.

INSEAD grants the Participant a perpetual, non-exclusive, royalty-free, fully paid-up, non-transferable right and license to access, view and use the INSEAD Intellectual Property only for the purposes of receiving instruction and participating in the Programme. For the avoidance of doubt, the license granted by INSEAD does not include the rights to: transfer, sell or license INSEAD Intellectual Property to any Third Party; reuse or reproduce INSEAD Intellectual Property for any purposes including internal communication and training purposes; modify or adapt INSEAD Intellectual Property for any purpose; communicate, display, upload or publish INSEAD Intellectual Property on any medium; or use INSEAD Intellectual Property in any other way not consistent with the conducting of the Programme. Participants and Client will observe all the legal requirements of copyright for all materials at INSEAD.

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### 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 Data

**7.1.** Client and Participant consent to the transfer of their Personal Data to INSEAD's representatives and divisions located outside the European Union, with the knowledge that INSEAD guarantees security and confidentiality. The transfer is supervised according to the requirements of the General Data Protection Regulation n° 2016/679/UE of April 27th of 2016. Client and Participant acknowledge and agree that Personal Data provided to or collected by INSEAD herein or (where the application is successful) during the course of the Programme, may be used or disclosed for the purposes of admissions management; academic records; pedagogical management of the courses; improvement of the quality of the services; conduction of surveys and polls in relation to the Programme; coaching and direct marketing (subject to Client or Participants' consent); and hereby provides the authority and consent to enable INSEAD to so collect, use or disclose such Personal Data. Besides, the Participant acknowledges that the Programme completion may grant him/her the alumni status in accordance with INSEAD alumni policy. In such case, Personal Data may be used for the purposes of fundraising, due diligence, managing relations with former students, organising and managing events. The Personal Data collected on completing this application is confidential and secured and comply with local regulations. INSEAD shall not keep Personal Data for longer a period than is necessary, in relation to the purpose(s) for which the Personal Data was originally collected. Client and Participant are granted statutory rights of access, modification, update, deletion and limitation of treatment of their Personal Data ("Loi n°78-17 du 6 janvier 1978 "relative à l'Informatique, aux Fichiers et aux Libertés" modified by the General Data Protection Regulation n°2016/679/UE of April 27th of 2016 as amended). Client and Participant may exercise these rights at any time by writing or sending an email to INSEAD at the address indicated below, with the production of a valid proof of identity: INSEAD, Executive Education, Boulevard de Constance, 77305 Fontainebleau Cedex, France. Email: [marketing.europe@insead.edu](mailto:marketing.europe@insead.edu). Client and Participant have the right, on compelling legitimate grounds, to object to the collection and processing of their Personal Data.

**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 registered 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.

### 9. Miscellaneous

**9.1.** INSEAD will respect the confidentiality of all Confidential Information it may acquire during the performance of the Programme. Neither Party shall divulge or communicate to any person or use or exploit for any purpose whatsoever Confidential Information of the other Party, and each Party shall use its best efforts to prevent its employees, Affiliates or agents from so acting. Each Party may disclose the Confidential Information to its employees but only to the extent necessary to exercise its rights and perform its obligations under this Agreement. The obligations of confidence referred to in this clause shall not apply to any Confidential Information which: (i) is or becomes publicly available on a non-confidential basis through no default of the receiving Party; (ii) is received in good faith by the receiving Party from a Third Party who, on reasonable enquiry by the receiving Party has no obligations of confidence to the disclosing Party in respect of it and who imposes no obligations of confidence upon the receiving Party; (iii) is required to be disclosed by law or judicial order.

**9.2.** No terms and conditions included or attached by or on the Client or the Participant's behalf in any purchase order or other document shall apply to the services under this Contract.

*These terms and conditions are also available in French*

*Last updated on: August 2018*