

Executive Education Online Open Enrolment Programme Agreement

1. Definitions

- “**Admission**” means the acceptance of the Participant to the Programme by INSEAD Admission Committee without the need of the Participant’s confirmation
- “**Affiliate(s)**” means any corporation, firm, partner, organization or entity, whether de jure or de facto, which such party directly or indirectly controls, is controlled by or is under common control with.
- “**Agreement**” means this agreement which is entered in between (1) INSEAD and the Participant where it is self-funded; or (2) INSEAD, the Participant and the Company where it is Company-funded.
- “**Company**” means the company or legal entity invoiced and paying the Tuition Fee for the Participant’s participation in the Programme where it is Company-funded
- “**Commencement Date**” means the date on which the content for week 1 of the Programme is released by INSEAD
- “**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 writing and which is either identified or should be reasonably understood by the receiving Party to be confidential or proprietary to the other Party.
- “**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 located at 1 Ayer Rajah, Singapore 138676
- “**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 Online Open Enrolment Programme which the Participant is to attend
- “**Third Party (ies)**” mean(s) any person or entity other than INSEAD, INSEAD’s affiliates or affiliated entities, Participant and Company (where applicable)
- “**Transfer**” means the Participant or Company defers the Programme to another session of the Programme due to take place within 12 months of the original Programme
- “**Tuition Fee**” means the fee payable to INSEAD in relation to the Participant’s participation in the Programme

2. Delivery of the Programme

- 2.1 INSEAD will use reasonable endeavours 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 Programme by giving the Participant and/or the Company notice in writing before the Commencement Date. If INSEAD cancels the Programme it shall refund the Tuition Fee already paid to INSEAD.
- 2.3 In the event of a Force Majeure or where there is a breach of this Agreement by the Participant and/or the Company (including, without limitation, the non-payment or partial payment of Tuition Fees), INSEAD may terminate this Agreement with immediate effect without cause or prejudice at any time, and no refund of the Tuition Fee will be made.
- 2.4 INSEAD reserves the right, in its sole discretion, to refuse to enter into a contractual relationship with the Company. In such event, INSEAD will inform the Company accordingly.

3. Participant’s Obligations

- 3.1 The Participant confirms that the Participant has an excellent command of English required to participate in the Programme.
- 3.2 The Participant must complete all activities including but not limited to the watching of videos, completing of exercises such as quizzes, reflections, discussions, the Action Learning Project and any other activities specific to the programme as may be required by INSEAD.
- 3.3 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.
- 3.4 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.

4. Payment Terms

- 4.1 Client agrees that the Tuition Fee shall be paid upon the application for the Programme. The Participant is provisionally accepted into the programme upon application, subject to the validation of his/her profile and learning objectives in the application by the INSEAD admissions committee. If the INSEAD admissions committee concludes that the Participant’s application does not fit the programme requirements, the Participant will be informed. In such event INSEAD will refund the Tuition Fee already paid to INSEAD.
- Until and unless the Tuition Fee is 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 Participant or the Company may terminate the Agreement or request to transfer to another Programme by giving INSEAD written notice at any time to the INSEAD Executive Education Department.
- If the Participant or the Company terminates the Agreement before the content of the first week is released no cancellation fee shall apply.
- If the Participant or the Company terminates the Agreement after the content of the first week is released, the Client shall be liable to pay INSEAD 100% of the cost of Tuition Fee.
- 4.3 In the event of a Transfer, this Agreement shall continue to apply to the transferred programme(s). In the event that there is an increase in Tuition Fee between the Programme and the transferred programmes(s), the Participant where self-funded or the Company where Company-funded, agrees to pay the increase in Tuition Fee which shall be paid prior to the Commencement Date of the transferred programme in accordance with clause 4.1 above.
- 4.4 If the Company wishes to change the Participant by submitting a new candidate for the Programme, the new candidate will be subject to INSEAD’s Admission process. If the new candidate for the Programme is accepted by INSEAD, no Cancellation fee will apply.
- 4.5 No request for transfer to another Programme or a change in Participant will be allowed after the Commencement Date.
- 4.6 Where the Programme is provided to a Client who is located in the same territory of INSEAD’s Affiliate campuses, such Affiliate of INSEAD shall bill the Client directly for such Programme.

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5. Intellectual Property

All intellectual property in materials designed and/or developed by INSEAD and utilized in the Programme, including the platforms, webinars, video recordings and all on-line 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"). For the avoidance of doubt, INSEAD Intellectual Property includes the content, structure, design and format of the tools, videos, presentations and documents designed and/or developed by INSEAD and used in conjunction with the Programme. INSEAD may use INSEAD Intellectual Property in the development of other Programmes in its general provision of business education.

INSEAD grants the Participant a limited, non-exclusive, royalty-free, fully paid-up, non-transferable right and license to access, view and use the INSEAD Intellectual Property for the duration of the Programme and for a subsequent period of 6 months from the start of the Programme 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 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.

6. Loss and damage

The Programme is intended solely for the Participant. Any use not in accordance with its purpose, either whole or partial, is strictly prohibited. INSEAD shall and will not be liable if the Programme content is modified. INSEAD accepts no liability for any damage caused by any virus or data transmitted by the Participant.

7. Personal Information

The Participant and Company hereby 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. The Participant and Company 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 the Participant's or Company's consent); and hereby provides the authority and consent to enable INSEAD to so collect, use or disclose such Personal Data. The Participant also 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. The Participant and Company 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, Ayer Rajah Avenue Singapore 138676 or exceed.asia@insead.edu. The Participant and Company have the right, on compelling legitimate grounds, to object to the collection and processing of their Personal Data. For more information, please refer to the Privacy Policy available on www.insead.edu.

8. Governing Law and Jurisdiction

8.1 This Agreement is governed by Singapore law. 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 under the exclusive jurisdiction of the courts of Singapore. 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. All Parties to the Agreement shall not divulge or communicate to any person or use or exploit for any purpose whatsoever Confidential Information of the other Parties, 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 Participant or Company's behalf in any purchase order or equivalent document shall apply to the services under this Agreement. In the event of any conflict between this Agreement and any other document executed by INSEAD and the Participant or the Company, the terms of this Agreement shall prevail.

9.2 Each Party agrees to comply with all applicable laws and regulations in all locations where it conducts business and confirms that it will not breach any laws in rendering the Services. Each Party shall comply and ensure that its officers, members, employees, contractors, subcontractors, suppliers or agents ("Personnel") comply with all applicable laws, including those relating to bribery, corruption, money laundering, kickbacks, tax evasion, economic sanctions, authorizations and restrictions of chemical products, health and safety, slavery, human trafficking and modern slavery, and any other prohibited business practices, and should not engage or encourage others to engage in any illegal or illicit activities. Each Party, its subsidiaries and affiliates have not and will not offer, promise or make or agree to make any payments or gifts (of money or anything of value) directly or indirectly to anyone for the purpose of influencing, or inducing anyone to influence decisions in favour of, INSEAD or any of its subsidiaries or affiliates. Each Party that it (i) has not paid, (ii) has not made a commitment to pay and (iii) will not pay directly or through its Personnel or entities acting on its behalf any commission, payment facilitation or incentive in relation to this Agreement.

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