

General Terms and Conditions of the further education program (hybrid) of the Fraunhofer IST

- 1. Scope**
- (1) These General Terms and Conditions of Events apply to further hybrid education program (hereinafter referred to as **"Events"**) 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 Event organized by an institute or research unit are therefore deemed to be Events organized by Fraunhofer. All of the rights and obligations regulated in these General Terms and Conditions of Events 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 Events govern the rights and obligations vis-à-vis the natural persons or legal entities concluding the Events contract with Fraunhofer (hereinafter **"Contractual Partner"**) and/or the natural persons participating in the Events (hereinafter **"Participant"**).
- (4) The contact person for Events 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) Hybrid Events are Events that can be attended both on campus (hereinafter **"On-Campus Events"**) and online using a terminal device via the Internet (hereinafter **"Online Events"**), whereby the Organizer is free to conduct only the Online Events.
- (6) When attending Events, Participant has the option of attending either the On-Campus or Online Events, depending on the offer and availability.
- (7) These General Terms and Conditions of Events 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 Event space) so that the third parties can hold an Event.
- (8) These General Terms and Conditions of Events 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 Events shall not become an element of the contract, even if Fraunhofer does not expressly object to them.
- (9) If a contractual relationship with a third party is required for the technical implementation of the Events (e.g. registration and/or user account with an online service provider), the respective terms of use and/or general terms and conditions of this third party must also be taken into account. As far as the services of the third party are concerned, Fraunhofer is not a party to the contract.
- (10) The contract language is English.
- 2. Subject of the contract**
- (1) The subject of these General Terms and Conditions of Events is the booking of Events by the Contractual Partner, participation in Events by the Participant, the conduction of Events and the providing of any Event-related services by the Organizer.
- (2) The content, time schedule, requirements for participation in Events and any participation fees to be paid are primarily set out in the respective Events description or Events offer.
- (3) Insofar as certifications of successful participation in Events are part of the Event, 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 Events 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 Events (hereinafter referred to as **"Online Registration"**). A contract regarding participation in the Event 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 Event 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 Events 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 Events in question. This does not apply to free Events with limited capacity. If this has been pointed out in advance, admission may be refused if the capacity limit is reached.
- (7) Where applicable, Events 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 Events, e.g. to guarantee access to the Event Centre. The Organizer will inform the Contractual Partner of this in advance.
- (2) If the Contractual Partner or Participant receives access data for participation in Online Events, he may not pass this access data on to third parties. The Contractual Partner or Participant is obliged to treat access data confidentially and to protect it from access by third parties. The Contractual Partner or Participant is obliged to inform the Organizer immediately if there are any indications of misuse of the access data by third parties who are not Participants or Contractual Partners.
- (3) Online Events are generally only available in real time on the scheduled date and cannot be accessed retrospectively unless expressly communicated otherwise.
- (4) 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 Events [here](#). The Organizer stores the text of the contract (contract information and Terms and Conditions of Events). The contract information (booked Events; Participant, participation fee) can be found by the Contractual Partner in their registration confirmation or their individual Events 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 Events to the attention of the Participant(s).
- 6. Requirements and obligations of the Participant to cooperate**
- (1) Participation in the Online Event requires an Internet connection, a terminal device including the corresponding common web browsers or, if applicable, further software (in each case in accordance with the state of the art). Participant can find the exact technical requirements for participation in the Event description or the Event offer by the Organizer or these requirements will be sent to the Contractual Partner by email before the start of the Event.
- (2) The Participant himself is responsible for fulfilling the technical requirements. If the Participant does not fulfil the technical

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requirements or if technical faults occur during the Events for which the Participant is responsible, this shall not release the Contractual Partner from any payment obligation.

- (3) If Participant must fulfil certain requirements to take part in Events (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 Events.
- (4) If Participant is required to bring or provide physical materials for the Events, this will be indicated in the Event description or in the Event program .
- (5) Due to technical circumstances that are beyond the Organizer's control, the Organizer is not responsible for the continuous availability of the Online Events or the accessibility of the associated content of the Online Events at all times (e.g. live streams, online seminars , documents, etc.). The temporary, short-term unavailability of the Online Events and the associated content does not entitle the Contractual Partner to price reductions, cancellation or claims for damages.
- (6) In addition, the Organizer accepts no responsibility for disruptions caused by factors beyond the Organizer's control. Such disruptions include in particular disruptions to the public telecommunications network or power failures.

7. Changes to the program schedule

- (1) The Organizer is free to design the program. As long as the overall character of the Events 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 Events. 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) In the Event that the Organizer is forced to adjust the schedule and/or capacities of On-Campus Events due to changes in public law requirements after the conclusion of the contract, the Organizer shall be free to exclude individual Participant from the On-Campus Events or to cancel the On-Campus Events altogether and refer the Participant to the Online Events. In this case, the Organizer shall inform the Contractual Partner immediately and - if they have not already done so - give them the opportunity to take part in the Online Events. The same applies in the event that an On-Campus Event cannot take place due to circumstances outside the Organizer's sphere of influence.
- (3) If a framework program is provided by a third party in addition to the actual event 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 events 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 event description or the event 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 Events, 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)).

Withdrawal policy

Right of withdrawal

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 Surface Engineering and Thin Films IST
Riedenkamp 2
38108 Braunschweig

Telefon +49 531 2155-0
Fax +49 531 2155-900
E-Mail: info@ist.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 Surface Engineering and Thin Films IST
Riedenkamp 2
38108 Braunschweig

Telefon +49 531 2155-0
Fax +49 531 2155-900
E-Mail: info@ist.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 on the part of Contractual Partner is agreed.
- (2) If Participant is unable to attend the Event 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 Events.
- (3) Further details can be found in the respective Event description or the Event program. Notwithstanding the provisions of paragraph 2 above, Organizer may provide for full or partial refunds of the participation fee. Further information on this is set out in the relevant Event description or the Event program.
- (4) If refunding of participation fees is provided for, but no specifics are set forth, the following rules apply:

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- a. 100 percent refund for cancellations up to four months before the start of the Event
 - b. 75 percent refund for cancellations up to two months before the start of the Event
 - c. 50 percent refund for cancellations up to one month before the start of the Event
 - d. 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 Event 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 Event, Contractual Partner is entitled to designate a substitute to attend in the Event 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) The Organizer will endeavor to comply with Participant's requests to take part in On-Campus Events. However, Participants are not entitled to attend the On-Campus Events.
- (2) Fraunhofer reserves the right to cancel or discontinue the Events 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 Event. 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 Event program.
- (3) In the event that On-Campus Events cannot be held or cannot be held as planned, but the Online Events take place at the same time, the Contractual Partner may neither reduce the participation fee nor withdraw from the contract.
- (4) If the Events are cancelled in accordance with paragraph 2, the obligation to pay a participation fee shall lapse. The Contractual Partner may demand reimbursement for payments already made. If the Events are cancelled, the Contractual Partner shall receive a pro rata refund commensurate with the scope of the Events missed. The Contractual Partner is not entitled to any further claims due to the cancellation or interruption, unless Fraunhofer is responsible for the reason for the cancellation or interruption.
- (5) If the Event description of Events specifies a minimum number of Participants when the contract is concluded, because the Events can no longer fulfil its purpose for the Participant with less Participants due to the Event 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 Events up to 21 days before the Events and to cancel it if the minimum number of Participants is not reached.
- 12. Disruption of the technical infrastructure**
- Participant is obliged to refrain from any activity that is intended or suitable to disrupt and/or excessively overload the online Event or the technical infrastructure behind it.
- 13. Right to make and enforce house rules; no smoking**
- (1) The house rules of the specific Event 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) The Organizer is entitled to exclude Participant from Online Events if they violate these General Terms and Conditions of Events, infringe the rights of third parties or violate general laws in a significant manner or continue to do so after being warned. In particular, Participant may be excluded if they disseminate offensive, defamatory or political content, harass other Participant or disrupt the Event.
- (3) In principle, smoking is prohibited at the Event venue. This does not apply to specially designated outdoor areas or indoor spaces.
- 14. 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.
- 15. Telecommunications connections, Internet access**
- (1) The Organizer is not obliged to provide internet connections (W-LAN, LAN) as part of an Event.
- (2) If Internet connections are offered at the Event venue as an exception, the terms and conditions governing Internet access at the venue apply.
- 16. Advertising and sales activities**
- (1) During the Events, 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 Events (e.g. on the Internet). In this respect, they are not acting on behalf of the Organizer.
- 17. Photos, video/audio recordings**
- (1) The Organizer will take photos and make video and/or audio recordings during the Events. 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 Events (e.g. screenshots, recordings) or of laboratory rooms outside the Event rooms.
- 18. Event material; Know-How, copyright and rights of use**
- (1) Event 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 Event 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 Events, 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.
- 19. Liability**
- (1) Fraunhofer assumes no liability for ensuring that the information and content provided by third parties in the Event documents are up-to-date, accurate, and complete. In particular, Fraunhofer

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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 Events.

- (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.

20. Data protection

Fraunhofer processes personal data collected in connection with registration for and participation in the Events 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 Events.

21. 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.).

22. Final provisions

- (1) Should one or several provisions of these General Terms and Conditions of Events 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.