

General Terms and Conditions for Participation in Certificate Programmes within the meaning of Art. 78 BayHIG of the University of Passau

§ 1 Scope

(1) These General Terms and Conditions (GTC) are an integral part of all contracts for participation in courses offered by the University of Passau ("the University") in connection with the award of certificates for academic continuing education and further professional development ("Certificate Programmes") by the University of Passau. Participation in the Certificate Programmes is subject to a fee in accordance with Art. 13 BayHIG.

(2) These GTC apply exclusively. Any provisions that conflict with or deviate from these GTC shall not be recognised. Any ancillary agreements to these GTC must be made in writing.

§ 2 Registration Process, Receipt of Registration and Conclusion of Contract

(1) Registration for Certificate Programmes must be made within the announced deadlines via the online form on the University's website at <https://www.uni-passau.de/weiterbildung> or via the registration form provided online by the University. By registering, participants declare their binding participation in the selected Certificate Programme and acknowledge the validity of these GTC.

(2) Upon submission of the registration by the participant, the participant shall receive an automated confirmation of receipt of the registration (acknowledgement of receipt). Such acknowledgement does not constitute acceptance of the contract by the University of Passau.

(3) Following verification that the admission requirements for the Certificate Programmes have been met (e.g. a university degree, professional experience) in accordance with the *Regulation on the Award of Certificates in the Context of Continuing and Advanced Studies at the University of Passau (ZertSaWS)*, as amended from time to time, the participant shall receive confirmation of registration in text form (registration confirmation). The contract is concluded when the University sends the registration confirmation. Participation in a Certificate Programme does not constitute enrolment as a student at the University of Passau.

(4) The number of places available on individual continuing education programmes is generally limited and shall be as stated for the relevant Certificate Programmes on the University's website at <https://www.uni-passau.de/weiterbildung>. Information is also provided there as to whether the relevant continuing education programmes are already fully subscribed and whether registration is only possible on a waiting list. Unless otherwise stated in the Certificate Programme description, registrations shall be processed in the order in which they are received. If participation is not possible due to a programme being oversubscribed, participants shall be notified without undue delay in text form.

§ 3 Participation Fees and Payment Terms

(1) The participation fees are specified in the descriptions of the Certificate Programmes and, unless otherwise provided in the relevant programme offering, include the provision of any programme materials. Any additional costs incurred, in particular for travel, accommodation and meals, are not included in the participation fees and shall not be borne by the University of Passau.

(2) Following sending of the registration confirmation pursuant to § 2(3), participants shall receive an invoice. The participation fee shall be paid by bank transfer to the University's account by the payment deadline stated on the invoice. Any bank charges incurred shall be borne by the participant. The reference line and invoice number stated on the invoice must be quoted when making payment.

§ 4 Withdrawal

(1) Withdrawal from a continuing education contract concluded pursuant to § 2(3) must be declared by the participant in writing to the University of Passau (contact: Zukunft: Karriere und Kompetenzen (ZKK), University of Passau, Ludwigstr. 8, 94032 Passau, Germany; e-mail: zkk@uni-passau.de). Timely receipt of the withdrawal notice by the University of Passau shall be decisive for compliance with the withdrawal deadline.

(2) Participants shall have the right to withdraw from the continuing education contract in writing, free of charge and without stating reasons, up to six weeks before the commencement of the Certificate Programme. In the event of withdrawal up to three weeks before the commencement of the Certificate Programme, 50% of the participation fee shall be payable. The statutory right of withdrawal pursuant to sections 312g and 355 of the German Civil Code (BGB) shall remain unaffected.

(3) In the event of a later withdrawal or failure to attend, the full participation fee shall be payable, unless a substitute participant is nominated to the University prior to the commencement of the Certificate Programme who fulfils the admission requirements for the relevant Certificate Programme pursuant to § 2(3).

§ 5 Cancellation and Changes to the Programme

(1) The University reserves the right to cancel or postpone Certificate Programme courses if the minimum number of participants determined by the programme coordinators of the continuing education offerings, as specified in the relevant programme descriptions of the Certificate Programmes on the website at <https://www.uni-passau.de/weiterbildung>, is not reached. In such cases, ZKK shall notify participants no later than ten calendar days prior to the start of the course.

(2) A Certificate Programme or individual courses may be cancelled for good cause, in particular in the event of the unavailability of the instructor without the possibility of timely replacement, due to official requirements, or in cases of force majeure.

(3) ZKK reserves the right to make organisational changes, such as the replacement of instructors, adjustments to time or venue details, or the conversion to digital formats, insofar as this is necessary for organisational reasons and the overall character of the Certificate

Programme or the individual course is preserved. Changes pursuant to sentence 1 shall not entitle participants to withdraw from the contract or to a reduction of the participation fee.

§ 6 Copyright

Materials and software provided or made available by the University in the context of the Certificate Programmes are protected by copyright and may be used solely for the participant's own learning purposes. Any use of such materials of any kind (e.g. reproduction, distribution or public communication), as well as any audio or video recording of courses by participants, is prohibited without the prior written consent of the respective author. Access data for web-based platforms containing learning materials may be used only by the respective participants and must not be disclosed to third parties.

§ 7 Certificate

Upon successful completion of the assessments specified for the Certificate Programmes in the Regulation on the Award of Certificates in the Context of Continuing and Advanced Studies at the University of Passau (ZertSaWS), a corresponding certificate shall be issued and awarded to the respective participants.

§ 8 Liability and Warranty

(1) The University shall be liable for damages only insofar as such damages result from a breach of a material contractual obligation or from wilful misconduct or gross negligence on the part of the University, its legal representatives or vicarious agents. In the event of a negligent breach of a material contractual obligation, the University's liability shall be limited to the foreseeable damage typical for the contract. Any further liability for damages is excluded; in particular, no liability shall be assumed for theft, loss or damage to items brought by participants. Liability for culpable injury to life, body or health in accordance with statutory provisions shall remain unaffected; this also applies to mandatory liability under the German Product Liability Act.

(2) No warranty is given as to the timeliness, accuracy, completeness or quality of the information provided or advice given, nor as to the economic usability of the knowledge acquired.

§ 9 Final Provisions

(1) All legal relationships arising from registration for participation in Certificate Programmes offered by the University of Passau shall be governed by the law of the Federal Republic of Germany, to the exclusion of the rules of private international law.

(2) The place of jurisdiction for all disputes arising from this contract shall be Passau, insofar as legally permissible.

(3) Should any provision of these GTC be or become invalid or voidable, the validity of the remaining provisions shall not be affected thereby. In place of the invalid provision, such valid provision shall be deemed agreed which most closely reflects the economic purpose of the

invalid provision. Any amendments or supplements to these GTC must be made in writing; this shall also apply to any amendment or waiver of this written-form requirement itself.

Contact:

Zukunft: Karriere und Kompetenzen (ZKK) – Section IV/2

Ludwigstr. 8, 94032 Passau, Germany

E-mail: akademische.weiterbildung@uni-passau.de

Website: <https://www.uni-passau.de/en/zkk>

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