

# **UFZ Learning & Development – Conditions of Participation and Use of the Helmholtz Centre for Environmental Research GmbH – UFZ for External Participants or Members of Universities and Non-university Research Institutions (With and Without an Existing Cooperation Agreement), Effective as of 01 February 2019**

The Further Education Programme of the Helmholtz Centre for Environmental Research GmbH – UFZ (hereafter referred to as “UFZ”) contains a variety of courses with different thematic foci and different formats. There are courses focusing on general topics across disciplines as well as courses that focus on scientific exchange. The programme is primarily designed for employees of the UFZ but a limited number of courses is also open for members of other university and non-university research institutions, depending on their kind of affiliation with the UFZ.

The following conditions do not apply for further training courses in First Aid organised by the staff unit Work Safety and Environmental Protection (ASU).

## **1. Eligibility for Participation**

Members of universities and non-university research institutions that have an *existing cooperation agreement* with the UFZ are generally eligible for participation in further education courses at the UFZ which are published in the external catalogue (internet).

Members of universities and non-university research institutions that have *no existing cooperation agreement* with the UFZ are eligible for participation free of charge in further education courses of the UFZ which are published in the external catalogue (internet) *and* which focus on scientific exchange. Participation in courses on general topics across disciplines is excluded.

Other institutions and people that are not members of universities and non-university research institutions, are not eligible for participation.

## **2. Registration Process**

Registration for the further education programme including HIGRADE is possible online via the UFZ Learning & Development system with an individually created user name and password. In order to do this, a person has to create an account in the system and enter their business data and the billing address of their institution. Registrations for courses with a participation fee cannot be considered if billing data are not complete.

In order to ensure better planning, we kindly ask to register as early as possible. Please consider the individual registration deadlines for courses in the further education programme.

When registering for a further education course in the UFZ Learning & Development system, an automatically generated email about the receipt of registration will be sent to the person.

First the registration will be checked internally considering the admission requirements of the course, then the participant will receive a confirmation or rejection of their admission or further information (e.g. in case of postponement) regarding their registration.

## **3. Obligations of the Participant**

When registering in the system, the participant agrees in a legally binding manner to

- a) Not use the account for private purposes
- b) Refrain from any intentional or deliberate use which is likely to damage the interests of the UFZ or its public image, to impair the security of the UFZ network or which violates applicable legal provisions or instructions of the UFZ
- c) Not have gained access by faking a false identity.

If the participant violates the obligations incumbent upon them according to these conditions of use, he is obliged to reimburse the expenses incurred as well as to indemnify and hold the UFZ harmless from any claims for damages and reimbursement of expenses by third parties caused by the violation. This also applies if the damage is caused by others, if this is attributable to the participant.

#### 4. Fees

Whether participation fees arise depends on two conditions: the existence of a cooperation agreement between the institution of the participant and the UFZ, and the existence of a further education programme of the institution which is also open for UFZ employees:

Affiliation to the UFZ	Participation fee for further education at the UFZ
Institution with existing cooperation agreement <u>with</u> further education programme open for UFZ members	<ul style="list-style-type: none"> <li>• <b>No fees</b> for all courses</li> </ul>
Institution with existing cooperation agreement <u>without</u> further education programme open for UFZ members	<ul style="list-style-type: none"> <li>• <b>No fees</b> for courses with focus on scientific exchange</li> <li>• <b>Fees</b> for courses on general topics across disciplines</li> </ul>
Institution without existing cooperation agreement	<ul style="list-style-type: none"> <li>• <b>No fees</b> for courses with focus on scientific exchange (No participation in other courses possible)</li> </ul>

Invoices for courses where fees arise will be sent to the corresponding institution after the course. Costs for further training are always incurred in full, even if only partially attended. The amount is to be paid in total within 14 days without deduction.

#### 5. Cancellation of Participation or Absence

If a registered person cannot participate in a course, a cancellation via the UFZ Learning & Development system is absolutely necessary. The cancellation deadline has to be considered.

If cancellations are done after the deadline or not at all, the total participation fees (cancellation fees) will be invoiced if participation fees apply.

No fees arise in case of illness or if a substitute person is designated that meets the requirements regarding eligibility and target group.

#### 6. Cancellation of Courses

If the minimum number of participants of a course is not reached, we reserve the right to cancel the course. In exceptional cases (e.g. illness of the lecturer) this can also mean cancellation on short notice. Costs already incurred will not be covered by the UFZ and have to be paid by the institutions of the participants.

#### 7. Course Material

The copyright, rights of use and rights of exploitation of all documents and teaching materials are and remain in principle with the author. The course materials provided may only be used for personal purposes for private use. Any further use of the course materials requires a separate agreement with the author. In case of copyright infringement the UFZ has to be reimbursed for third party compensation claims.

## 8. Course Evaluation and Certificate of Participation

We highly appreciate the opinion of our course participants. After each course, we send a questionnaire to all participants asking them to complete it. If we receive detailed and honest feedback, we can improve future courses and better adapt them to the needs of the corresponding target group.

If participants fulfilled at least 80% participation, a digital certificate of participation will be provided online.

## 9. Overview of Course Status in the System

Under “My courses“ all courses (incl. date and title) are listed in an overview, showing registrations, cancellations and participations of a person. The following status of a course in the further education programme of the UFZ are possible:

Status of the course	Description
<b>registered (not confirmed)</b>	Status is automatically assigned by the system immediately after course registration. Remains until the course organiser assigns a different status or the participant cancels.
<b>registered (admitted)</b>	Status is assigned by the course organiser if admission requirements are met.
<b>not eligible</b>	Status is assigned by the course organiser if admission requirements are <i>not</i> met.
<b>cancelled</b>	Status is automatically assigned by the system immediately after cancellation.
<b>cancelled (after deadline / fees may apply)</b>	Status is assigned by the course organiser if a cancellation is done after the cancellation deadline. Cancellation fees may apply (see 5. Cancellation of Participation or Absence).
<b>attended</b>	Status is assigned by the course organiser if participants attended min. 80% of a course.
<b>absent (fees may apply)</b>	Status is assigned by the course organiser if participants attended less than 80% of a course.

## 10. Termination and Erasure of Data

The participant can have their account deleted anytime. Under “My profile“ > “Delete account“ it is possible to prompt the erasure of their data. The UFZ will then delete the account within 30 days.

## 11. Liability

- a) There is no claim to uninterrupted availability of the training portal at any time. The UFZ is not liable for technical failures or for availability of the service, unless the UFZ is guilty of intent or gross negligence.
- b) The UFZ does not guarantee the availability of the UFZ Learning & Development System. In particular, the UFZ may restrict access if this is required for operational safety, necessary maintenance work or further development of the services.
- c) The UFZ shall only be liable for damages other than those resulting from injury to life, body and health if these are based on intentional or grossly negligent conduct or on culpable breach of an essential contractual obligation by the UFZ or its vicarious agents.

## **12. Data Privacy**

The UFZ takes the protection of your personal data very seriously. You will find the detailed provisions on data protection in the [data privacy statement](#).

## **13. Closing Provisions**

The conditions of participation and use are subject exclusively to German law to the exclusion of the UN sales law. Exclusive place of jurisdiction for all disputes within the scope of this usage relationship is Leipzig.

Should any provisions of these conditions of participation and use be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the relevant legal regulations.