



Swiss Institute of
Bioinformatics

General Terms and Conditions for SIB Training Courses and Events

By clicking “Apply Now” when submitting an application for registering to SIB events provided by the SIB Swiss Institute of Bioinformatics (**SIB**), you acknowledge and agree to be bound by these General Terms and Conditions. They constitute a legally binding agreement and govern access to SIB events and the use of related materials.

1. DEFINITIONS

Unless otherwise defined in this Agreement, the following terms shall have the following meanings:

- (a) “**Agreement**” means the General Terms and Conditions, the Proposal and any other attached documents or documents incorporated by reference, which together constitute the agreement between the SIB Swiss Institute of Bioinformatics and the Participant.
- (b) “**Cancellation Date**” means the cancellation deadline as set out in the Proposal.
- (c) “**Event**” means any online or on-site workshop, seminar, Training Course or event organized by SIB.
- (d) “**General Terms and Conditions**” means these terms and conditions, that form an integral part of the Agreement.
- (e) “**Participant**” means the person who will attend the Event(s).
- (f) “**Provider**” means the person listed in the Proposal who will deliver the Event.
- (g) “**Training Course(s)**” means any of the SIB Training Course(s) including the related course materials to be delivered by the Provider to Participant(s).
- (h) “**Date**” means the date scheduled by SIB for the start of the Event as set out in the Proposal.
- (i) “**Fees**” means the cost, as set out in the Proposal, to be paid by the Participant to SIB to attend the Event(s).
- (j) “**Proposal**” means all the specific terms and conditions specified in the Event offer that form an integral part of the Agreement.

2. SCOPE

2.1. These General Terms and Conditions apply to the Events provided by the SIB.



3. APPLICATION & REGISTRATION FOR EVENTS

- 3.1 Events.** All the SIB Events available are listed on the SIB website. For each SIB Event, comprehensive information is provided in the Proposal such as admission requirements (if applicable), application and cancellation deadlines, objectives, location and time, associated Fees.
- 3.2 Application.** Unless otherwise specified, candidates wishing to register for SIB Event(s) must complete the applicable form.
- 3.3 Registration.** Acceptance of applications is at the sole discretion of SIB. Confirmation of registration for Event(s) is sent by email to Participants at the address email provided on the completed form.
- 3.4 Substitution.** A Participant may be substituted by another person provided that the latter registers for the Event(s) and their application is approved by SIB.

4. FEES AND PAYMENT

- 4.1 Fees.** Except otherwise provided in the Proposal, registrations for SIB Events are subject to the payment of Fees which are invoiced in Swiss francs and do not include VAT.
- 4.2 Payment period.** Unless otherwise specified, payment must be made five (5) calendar days before the Cancellation Date. A failure to meet any payment deadline is not deemed a withdrawal from the Event. If payment is not received in due time, the Participant shall not be eligible to attend the Event(s).

5. CANCELLATION OF REGISTRATION AND ABSENCES

- 5.1 Cancellation of registration.** No Fees are due if the Participant withdraws the registration prior to the Cancellation Date by sending a written notification to the Provider. If the Fees were already paid, SIB shall reimburse such Fees to the Participant. For the avoidance of doubt, any Fees for Event(s) not duly cancelled by the Participant on the Cancellation Date are due and non-refundable.
- 5.2 Absences.** Total or partial absences from Event(s) do not entitle the Participants to a refund of the Fees paid. Cases of serious illness or genuine hardship may receive special consideration upon written request.
- 5.3 No notification.** The applications of participants who registered for an Event and did not attend it without any prior notification or serious grounds, are deprioritized for future Events.



6. ORGANISATION OF EVENTS

- 6.1 Providers.** Events are provided by Provider who may be a SIB employee(s) and/or external consultant(s).
- 6.2 Changes in the Events.** SIB reserves the right to relocate the site of the Events and change the Provider(s). SIB may further develop or update the content of Event without prior announcement.
- 6.3 Minimum and maximum threshold.** SIB may set a minimum and/or maximum number of Participants for each Event. SIB may decide to cancel any Event if the minimum number of registrations is not reached.
- 6.4 Postponement or cancellation of Events.** SIB may postpone or cancel any Events. In cases of postponement, registrations remain valid. In case of cancellations or when the new suggested date is not convenient for the Participant, SIB will reimburse the Fees already paid, but in no case shall be responsible to pay any compensation of any kind whatsoever.
- 6.5 Travel and accommodation.** Participants are responsible for making all travel arrangements and bear the full costs of all travel, accommodation, meal and other expenses incurred by their attendance to Events. SIB will not be responsible for any of such non-refundable expenses in case of postponement or cancellation of Events.
- 6.6 Participant's duties.** Participants are required:
- a) to use the training materials made available for the Events (if applicable) in accordance with the applicable conditions,
 - b) comply with the rules of conduct on the Event premises, in particular with health, safety and accident prevention regulations, and follow any reasonable instructions of the Provider; and
 - c) refrain from taking making video and/or audio recordings and from taking pictures on Event premises without SIB's written approval.
- 6.7 Photos and media.** Photos, screenshots and videos may be taken by SIB during each Event. By registering and attending the Event, the Participant acknowledges and agrees that photos, screenshots and videos from the Event may be used by SIB for the institute's communication purposes. Any Participant who does not wish to appear in such photos, screenshots and videos may opt-out by contacting the Provider of the Event prior to or during the Event.



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- 6.8 Exclusion.** Participant may be excluded from an Event if their behaviour hinders the proper conduct of the Event or infringes the [Elixir Code of Conduct](#). No Fees shall be reimbursed if a Participant is excluded from the Event.

7. INTELLECTUAL PROPERTY

- 7.1 Ownership.** All rights, title and interest in the intellectual property rights relating to the Events as well as the content, materials, data incorporated in the Events are exclusively owned by SIB and/or its licensors.
- 7.2 Use of Event materials.** Participants acknowledge that Events, and in particular Training Courses, provided by SIB may be subject to specific restrictions such as, but not limited to, copyright law, confidentiality and agree to comply with such restrictions and applicable laws. Except otherwise specified, Participants are granted a limited, non-transferable, non-exclusive and revocable license to use the materials of the Event for personal, non-commercial purposes.
- 7.3 Restrictions of Use.** Any copying, reproduction, distribution, sale, publication, or use in any manner whatsoever of the Events, other than as expressly permitted in this Agreement, is strictly prohibited and requires the prior written approval of SIB and/or its licensors.
- 7.4 Trademarks, service marks, and logos.** SIB's trademarks, service marks and logos shall not be used without SIB's prior written approval.

8. CERTIFICATES AND UNIVERSITY CREDITS

- 8.1 Certificates.** If applicable, the participants who are present for the entire duration of the Event receive a certificate of attendance. This certificate does not attest to any level of knowledge achieved during the Event.
- 8.2 ECTS credits.** Participants who successfully pass an examination at the end of a Training Course receive a certificate of satisfactory completion, which includes an estimate of the number of European Credit Transfer and Accumulation System (ECTS credits) attached to the Training Course. However, SIB does not award ECTS credits; only the student's home University can decide on the number of credits to be validated.

9. REPRESENTATIONS, LIMITATION OF LIABILITY AND DISCLAIMER

- 9.1 Representations.** SIB will conduct the Events in accordance with the description made in the Proposal and will use its reasonable endeavours to ensure that Events provided are



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dispensed with reasonable skill and care in accordance with academic standards and accepted practices.

9.2 Limited liability. The Event is provided *as is*. Under no circumstance, with the exception of willful misconduct or gross negligence, shall SIB be liable for any loss of profits, loss of goodwill, loss of use, loss of production or business interruption costs, or any type of indirect, special, consequential or incidental damages arising from the performance of the Event. In addition, SIB is not liable for any theft or loss occurring during the performance of the Event.

9.3 Disclaimer. Events made available by SIB are provided on an “as-is” and “as available” basis without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

10. MISCELLANEOUS

10.1 Privacy. Personal data of applicants and Participants are processed in accordance with the Swiss Federal Act on Data Protection and the [SIB privacy policy](#).

10.2 Force Majeure. SIB shall not be liable or be considered to be in breach or default of its contractual obligations under these General Terms and Conditions to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to natural disasters of a particular intensity, war, epidemics, riot, strike, hacking, power failure or Internet network failure (the **Force Majeure Event**). SIB shall notify Participants in case of any such delay. Depending on the Force Majeure Event, SIB will either postpone or cancel Events in accordance with Section 7.4.

10.3 Amendment. SIB reserves the right to amend these General Terms and Conditions at any time.

10.4 Applicable law and Jurisdiction. This Agreement is governed by Swiss law, without regard to its conflict of law’s provisions. Any dispute in relation to this Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Lausanne.

Last updated on 30 October 2024