

GENERAL TERMS AND CONDITIONS FOR EVENTS AND COURSES

These General Terms and Conditions apply between you, a participant in an “online” or “on-campus” event/course – or a hybrid-format of both – and the International Anti-Corruption Academy (IACA), an intergovernmental organization headquartered in Austria.

In these General Terms and Conditions, the pronouns “we”, “our”, or “us” are referring to IACA.

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE PAYING FOR AN EVENT OR COURSE. IF YOU DO NOT ACCEPT THESE GENERAL TERMS AND CONDITIONS, DO NOT PROCEED WITH PAYMENT.

I. CONTRACT

1. By paying the full amount of the event/course fees you will enter into a binding contract with us. Even in the case of a third party paying on your behalf, the contract will be between you and us. We may include additional conditions for this contract in the event/course description, which forms part of the contract.
2. Additionally, you will have to comply with applicable IACA rules, regulations, and instructions as provided by us.
3. Nothing contained in or related to these General Terms and Conditions shall be deemed a waiver, express or implied, of the privileges and immunities, enjoyed by us under international law.

II. PAYMENTS

1. You may make payments by such means, as accepted by us. We will not accept any liability related to payments through payment providers.
2. All payments under the contract shall be made in Euro. You will have to bear any currency conversion or other charges, incurred for such payments, including for refunds made by us.

III. COURSE MATERIALS & IACA LOGO/NAME

1. All materials provided to you are subject to copyright laws and you shall only use them for your personal studies. You are not permitted to download/record online content, if not requested by us for the event/course.
2. You are not authorized to use IACA’s name, acronym, and emblem without our prior written permission.

IV. USE OF IACA'S INSTALLATIONS & IT RESOURCES

You shall use our installations, in particular our IT resources with due care and exclusively for lawful and appropriate purposes, and not share access codes, user names, and passwords provided by us.

V. PRIVACY/PHOTOS/RECORDINGS

1. We respect your privacy and apply reasonable measures to protect your data. Details are in our [Privacy Notice](https://www.iaca.int/privacy-notice.html) available at <https://www.iaca.int/privacy-notice.html>. Please note that, by participating in an event/course, you and your personal details will become visible for other participants. We may share your contact details with fellow participants and faculty in order to facilitate the academic process related to the event/course. You may object to us sharing your data and we will exclude them from being distributed.
2. We may produce recordings of online events/courses, including virtual “*classroom-settings*”, and retain them for the time required to execute the event/course.
3. We also expect you to respect others’ privacy and not share any personal information obtained during the event/course without permission of the persons concerned.
4. Furthermore, you are not authorized to make photos, or audio/video recordings during the event/course.

VI. CANCELLATION

1. The cancellation terms in this section shall apply, if not other terms are foreseen in the event/course description.
2. You may cancel your contract within 14 days of its commencement but at the latest until the start of the event/course. We will refund any fees already paid, minus applicable charges (see II.2). An online event/course with flexible access date and time starts for you when you first access the event/course and/or its materials.
3. For any later cancellation, we will not refund fees.
4. We may cancel the contract where there are good reasons to do so. We will refund all fees paid. For partial cancellation of a course, such refunds will be made on a proportionate basis. Alternatively, we will endeavour to offer you a transfer to another event/course, subject to payment by you or refund by us of any difference of fees.
5. We may also cancel the contract without refund for your gross violation of the contract, such as a default in payment, or any matters of discipline/conduct.
6. The terms in Sections III–V of these General Terms and Conditions will survive the cancellation and end of the contract.

VII. CHANGES TO EVENTS/COURSES

1. We reserve the right to make reasonable changes to the timetable, content, location or academic staff and faculty specified for the event/course where we believe that it would be desirable or where circumstances require so.
2. In exceptional circumstances, such as academic changes within subject areas, or low participation, we may need to suspend, discontinue or combine event/courses.

VIII. FORCE MAJEURE & OTHER EXCEPTIONAL CIRCUMSTANCES

1. We shall not be liable for any failure of or delay in the performance of the contract or any loss caused under the contract for the period that such failure or delay is caused by *force majeure*, which are extraordinary events or circumstances, such as a war, acts of terrorism, strike, natural disasters and risks to health and life or other acts of a similar nature or force, that

- (a) are beyond our reasonable control;
- (b) materially affect the performance of any of our obligations under the contract; and
- (c) could not reasonably have been foreseen or provided against.

2. Where other exceptional and well-documented circumstances are leading to a failure of or delay in the performance of the contract by you or us, we may carefully examine these circumstances and take a fair and equitable decision. In particular, where such circumstances would be caused by the unanticipated departure or absence of faculty or staff required for the event/course, or failure by third party suppliers and subcontractors, we will take reasonable steps to mitigate the impact on you and to restore teaching and services as good as possible.

IX. LIABILITY FOR DAMAGES

1. You shall be liable to us for any damages caused by you directly or indirectly to us, our Staff Members, or contractors, or their assets, including damages to third parties or their property, for which we are liable. This shall include damages caused in relation to your use of our IT installations and resources.

2. We apply reasonable safety standards to our IT-installations and resources. However, we will not be liable for any damages/claims resulting from your use of our IT resources. Furthermore, we will not accept liability for damages to, including the theft/loss of items not essentially required for the event/course, such as valuables.

3. Should we ever cause any other damage to you or your property, our liability shall be limited to gross negligence or wilful misconduct on our side, and to a maximum amount corresponding to our fees for the event/course.

X. DISPUTES

1. You and us shall use their best efforts to settle amicably any contractual or non-contractual dispute. That may involve conciliation or mediation procedures, or any other alternative dispute settlement mechanism as agreed by you and us. If you and us were unable to resolve a dispute that way, the agreed form a settlement shall be arbitration as the final adjudication of any such dispute, under the laws and procedures then agreed.

2. We shall not submit to the jurisdiction of any national courts.