

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL TRAINING

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

Professional training is any professional diploma education, training, course or event delivered by IACA.

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 A PROFESSIONAL TRAINING. 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 professional training 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 professional training 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. Payments shall be made 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. SCHOLARSHIPS

1. IACA may grant scholarships on selected professional trainings. You will find information on availability, eligibility, selection criteria and coverage of scholarships on the respective professional training webpage.
2. Participants, having been granted a scholarship are privileged recipients of limited funding resources. Scholarships are therefore granted upon compliance by the scholarship holder with the conditions, set out in subparagraphs (a) to (f). Any non-compliance with one or more of these conditions may be deemed a reason for cancellation by IACA under Section

VIII.3 (see also Section III.4). The scholarship holder:

- (a) shall submit correct data with the scholarship application;
- (b) shall participate in the professional training completely and with diligence;
- (c) shall support and promote IACA, undertaking ambassadorial activities, contributing to the IACA alumni network, sharing impact stories, promoting IACA's programmes to prospective students, in particular in their region, and representing IACA in events;
- (d) shall apply the knowledge and skills acquired in the professional training by implementing activities with an impact on fighting corruption; these activities may comprise among others, policy and institutional reforms, educational activities, implementation of good compliance practices, and/or setting-up Collection Action initiatives;
- (e) shall submit to IACA on request and within a reasonable time upon completion of the professional training, a report explaining how they are using the acquired knowledge;
- (f) shall contribute to an evaluation of the professional training, including a self-assessment of the knowledge acquired;

3. Scholarships granted by IACA shall be subsidiary to any other third-party funding/support received by the student and shall not lead to full or partial double funding. The student shall immediately report to IACA the pledge or receipt of any financial support or other award from any third party.

4. For cancellations Section VIII shall apply accordingly. In case of your cancellation under Section VIII.2 (late cancellation), or our cancellation under Section VIII.3 (gross violation of your contract), we may recover from you fees up to the full amount foreseen for your professional training, as well as other costs incurred by us in respect of your scholarship. Save for cancellations under Section VIII.4, we may also be unable to consider your requests for future scholarships.

IV. COMMUNICATION/REPORTING

1. You shall communicate to IACA through the designated email addresses, all changes of data and circumstances that may be relevant for your participation in the professional training.

2. Any costs or adverse consequences caused by changed or unknown circumstances on your data, not communicated to IACA are not attributable to and shall not be borne by IACA.

V. 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 professional training.

2. You are not authorized to use IACA's name, acronym, and emblem without our prior written permission.

VI. 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, usernames, and passwords provided by us.

VII. PRIVACY/PHOTOS/RECORDINGS

1. We respect your privacy and apply reasonable measures to protect your data. Details are in our [Privacy Notice](#). Please note that, by participating in a professional training, 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 professional training. You may object to us sharing your data and we will exclude them from being distributed.
2. We may produce recordings of online professional trainings, including virtual "*classroom-settings*", and retain them for the time required to execute the professional training.
3. We also expect you to respect others' privacy and not share any personal information obtained during the professional training without permission of the persons concerned.
4. Furthermore, you are not authorized to make photos, or audio/video recordings during the professional training.

VIII. CANCELLATION

1. Cancellations are permissible until the deadline set by IACA for the respective training, and subject to an admin fee, set by IACA. In the absence of a set deadline, you may cancel your contract within 14 days of its commencement but at the latest until the start of the professional training. We will refund any fees already paid, minus applicable charges (see II.2), and other fees, foreseen for that training. An online professional training with flexible access date and time starts for you when you first access the professional training and/or its materials.
2. For your cancellation after the deadline, we will not refund fees.
3. We may cancel the contract without refund for your gross violation of the contract, such as a default in payment, or any matters of discipline/conduct.
4. We may also cancel the contract where there are other good reasons to do so. In such a case, we will refund all fees paid. For partial cancellation of a training, such refunds will be made on a proportionate basis. Alternatively, we will endeavour to offer you a transfer to another professional training, subject to payment by you or refund by us of any difference of fees.
5. The terms in Sections III-V of these General Terms and Conditions will survive the cancellation and end of the contract.

IX. CHANGES TO PROFESSIONAL TRAININGS

1. We reserve the right to make reasonable changes to the timetable, content, location or academic staff and faculty specified for the professional training 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 professional trainings.

X. 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 professional training, 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.

XI. 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 professional training, 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 professional training.

XII. 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, which shall be conducted in English language, under the laws and procedures then agreed. The arbitral tribunal shall have no authority to award punitive damages.

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