

This English translation is for convenience only. In case of any legal dispute, the Italian version is authoritative

**Regulations of the Executive Education Programme (ExEd),
Università della Svizzera italiana (USI)**
(dated 22 July 2011)

Taking due account of the University Act of 3rd October 1995 and of its Rules of Implementation, and in consideration of the University Statutes, the Board of Management of the Executive Education programme (hereafter: “ExEd Università della Svizzera italiana”) issues the following Regulations.

Art. 1 Applicability

The present Regulations apply to all events run by ExEd Università della Svizzera italiana, in particular to its advanced short courses. They govern the contractual relation between ExEd Università della Svizzera italiana and its participants-attendees (hereinafter: “Partners”).

Art. 2 Registration Contract

The contract comes into effect as soon as the applicant registers in writing by completing and returning the appropriate (on-line) application form; from then on, the successful applicant is committed to paying the required amount of the registration fee by the set deadline. Verbal registrations are considered provisional.

Art. 3 Registration / Waiting List

A written registration is necessary and binding. There is an upper limit to the number of course participants. Applications will be processed on a first-come first-served basis.

Art. 4 Cancellation

ExEd Università della Svizzera italiana reserves the right to cancel an event. If so, all registered participants will be duly reimbursed the amount paid; alternatively, participants may use the credit towards another event organised by ExEd Università della Svizzera italiana.

Art. 5 Services supplied

Prices shown are intended per person and to cover the time of the event. They include lunches, refreshments, and tea and coffee breaks.

Art. 6 Fees

To attend an event, participants need to have paid the relative course fee in advance. Price changes are explicitly reserved.

Art. 7 Withdrawal

Participants withdrawing within 30 days of the start of the event are entitled to a refund of 50% of the amount paid. After this date, the entire amount of the registration fee will be levied.

No refund will be made to participants who fail to communicate their withdrawal in writing by registered letter before the set deadline. ExEd Università della Svizzera italiana may agree, after consultation, to admit another participant in lieu of the one who withdrew.

Art. 8 Discontinuation of attendance

No discount on, or refund of, the initial registration fee can be made in the event of a participant who drops out of a course of study or an event.

Art. 9 Invoicing and payment of tuition fees

Invoices are issued in Swiss francs (CHF) and sent to applicants by post. All invoices must be settled within 30 days of receipt.

Art.10 Late and Non payment

In the event of payment arrears, ExEd Università della Svizzera italiana is entitled to claim for damages.

Art. 11 Responsibility / Insurance

ExEd Università della Svizzera italiana guarantees a correct execution of its *advanced short courses* and events, in line with university standards. ExEd Università della Svizzera italiana is not responsible for any shortfall in satisfaction of participants' expectations. Participants are obliged to settle the appropriate course fee regardless of their assessment of the course or event.

Participants are responsible for insuring themselves. ExEd Università della Svizzera italiana does not provide any insurance cover and is not answerable for acts of God, such as accidents, disease, death, etc.

Any responsibility for damage to person(s) or object(s) occurring during courses and events is unequivocally excluded, except in cases of damage caused intentionally or through gross negligence.

Art. 12 Confidentiality

Contracting partners undertake by mutual agreement to honour the principle of private and confidential information.

"Confidential information" defines any and all economic, technological, scientific, patent-related data or other data concerning the internal organisation of Partners and their corporate strategies and development as well as their invisible assets and their specific know-how, which have already been disclosed or may have been imparted before, during, or after the ExEd event attended.

The duty of confidentiality does not apply to information received by a Partner:

- a) Which was already held by the same (the 'recipient') at the time of the release or disclosure of that information, and not bound by restrictions to its dissemination; or
- b) Which already exists in print or is generally otherwise in the public domain at the moment that information or knowledge is disclosed to the Partner; or
- c) Has been published or generally made available by any other means in the public domain after the moment such knowledge was transferred, but not through a deliberate act or omission for which the 'recipient' may be held responsible.

Art. 13 Data protection

To guarantee full personal data protection, ExEd Università della Svizzera italiana is not authorised to distribute any lists of participants or forward their contact details to anyone attending its events. Neither is it authorised to release such lists to exhibiting or sponsoring firms. Course participants and course instructors are warned that creating and disseminating lists of participants is strictly prohibited.

Art. 14 Copyrights

ExEd Università della Svizzera italiana does not hold copyright on papers presented at its courses and events. For this reason, the contents of such presentations may and shall not be distributed to participants either in hard copy or in electronic format. No recording (audio or video etc.) is allowed at any point during lectures and seminars; therefore no recording equipment of any kind shall be admitted into the classrooms or lecture halls.

Art. 15 Disciplinary measures

The Managing Director of ExEd Università della Svizzera italiana may impose on course participants the disciplinary measures under paragraph 2, in the following circumstances:

- Indiscipline and violation of the internal order of the University and of any ExEd events;
- Non-compliance with the Rules and Regulations of ExEd and of the University;
- Failure to pay by the due date.

The following disciplinary measures may be imposed:

- Verbal warning;
- Expulsion from the event;
- Exclusion from the event.

Art. 16 Discretionary changes

ExEd Università della Svizzera italiana reserves the right to alter any details of any programmes it organises, or to cancel them.

Art. 17 Applicable law and jurisdiction

These Regulations shall be construed in accordance with, and governed by the Swiss law; place of jurisdiction is exclusively Lugano.

Art. 18 Date of coming into force

The present Regulations come into force immediately.