

## **General Terms and Conditions for Executive Education Degree-granting programmes and Executive programmes**

The Foundation for the Graduate Institute of International and Development Studies manages the Graduate Institute of International and Development Studies (hereinafter: “the Geneva Graduate Institute”).

The Geneva Graduate Institute is an institution of higher education accredited by Swiss government offering education and research programmes, executive education and expertise in the field of international relations and development.

The portfolio of the Executive Education of the Geneva Graduate Institute includes:

- **Degree-granting programmes**: Certificate of Advanced Studies (CAS), Diploma of Advanced Studies (DAS) and Master of Advanced Studies (MAS) (including Masters of Laws – LLM);
- **Executive programmes**: specialised courses leading to a certificate of attendance, and
- **Tailor-made executive programmes** designed for organisations.

These General Terms and Conditions are applicable to Degree-granting programmes and Executive programmes managed by the Executive Education of the Geneva Graduate Institute.

### **Article 1 – Scope of Application**

<sup>1</sup> The present General Terms and Conditions govern the modalities applicable to Degree-granting programmes and Executive programmes managed by the Executive Education of the Geneva Graduate Institute (hereinafter: “The Programme(s)”).

<sup>2</sup> Joint degree-granting programmes and executive programmes offered by the Geneva Graduate Institute and another academic institution or through a joint center of the Geneva Graduate Institute with the University of Geneva are not subject to these General Terms and Conditions.

<sup>3</sup> By filling in the application form for a Programme, the applicant accepts to be bound by the present General Terms and Conditions without restriction.

### **Article 2 – Academic Regulations and other applicable regulations**

<sup>1</sup> Participants in a Programme are subject to the applicable Academic Regulations and/or the specific modalities of the Programme in question.

In the event of any discrepancy between the above-mentioned documents, specific modalities shall prevail over the Academic Regulations, and the Academic Regulations shall prevail over these General Terms and Conditions.

<sup>2</sup> Participants in a Programme must comply with all applicable regulations, including, without limitation, the *Charter* of the Geneva Graduate Institute, the *Code of conduct* of the Geneva Graduate Institute and its *Implementation Guidelines*, the *Directive on Academic Integrity* and general regulations on use of computing resources.

<sup>3</sup> Failure to comply with applicable regulation may result in sanctions including exclusion from the Programme.

### **Article 3 – Application Fees**

<sup>1</sup> Application to a Programme may require the payment of application fees.

<sup>2</sup> Application fees must be paid according to the payment terms fixed by the Executive Education of the Geneva Graduate Institute.

<sup>3</sup> If the application fees are not paid within the agreed-upon timeframe, the application form or request will not be processed by the Executive Education of the Geneva Graduate Institute.

<sup>4</sup> Application fees are not deducted from the tuition fees and are not refundable.

### **Article 4 – Tuition Fee**

<sup>1</sup> Except as otherwise expressly provided in the specific modalities of a Programme, tuition fees cover teaching costs, course materials, logistical programme support and access to the Geneva Graduate Institute facilities.

<sup>2</sup> Tuition fees are listed in Swiss francs on the Programme's webpage.

<sup>3</sup> Payment terms are specified in the invoice sent to the participant.

<sup>4</sup> When a deposit is due, the participant's admission to the Programme is confirmed upon receipt of the deposit paid within the agreed term.

<sup>5</sup> Failure to pay the tuition fees within the prescribed deadlines will lead to the exclusion from the Programme.

### **Article 5 – Participation costs and Financial support**

<sup>1</sup> Unless stated otherwise in the specific modalities or other applicable regulations, participants are responsible for covering additional costs associated with participating in a Programme. These may include, but are not limited to, accommodation expenses, materials not covered by tuition fees, costs related to wire transfers, visa procedures and/or necessary insurance.

<sup>2</sup> Unless stated otherwise in the specific modalities or other applicable regulations, the Geneva Graduate Institute does not provide financial support to the participants.

<sup>3</sup> Participants who receive external sponsorship or scholarships may request a statement of admission or participation in a Programme from the Executive Education of the Geneva Graduate Institute.

## **Article 6 – Rights of Degree-granting programme’s participants**

<sup>1</sup> Degree-granting programme’s participants have a personal access to the dedicated teaching platform.

<sup>2</sup> Degree-granting programme’s participants receive a personal email address of the Geneva Graduate Institute.

<sup>3</sup> Successful participants in a Degree-granting programme will be granted the alumni status of the Geneva Graduate Institute.

## **Article 7 – Obligations of the participants**

<sup>1</sup> Participants must ensure that all required conditions to attend the Programme are met, including but not limited to visas, accommodation, travel and other authorisations required.

<sup>2</sup> Participants in a Programme must have valid and adequate health and accident insurance and third-party liability insurance for the entire duration of their stay in Switzerland and/or in any other countries where the Programme is conducted.

<sup>3</sup> When the Programme is delivered virtually, the participants must ensure that they have appropriate internet broadband connection and material.

<sup>4</sup> Except as otherwise provided in the specific modalities, a course attendance rate of 80% is required to obtain the degree or the certificate of attendance.

<sup>5</sup> Any absence exceeding this rate must be justified by a legitimate reason and be documented. The Executive Education of the Geneva Graduate Institute is free to decide whether or not to waive this attendance requirement, taking into account the reasons given and the documents provided.

<sup>6</sup> Participants must not provide their access to the dedicated teaching platform to a third party. They must regularly check their emails to stay informed of any relevant information related to their Programme.

## **Article 8 – Completion of the Programme**

<sup>1</sup> Successful completion of a Programme include:

- Having attended the entire Programme, or at least the minimum course attendance rate;
- Having met the academic requirements of the Programme attended, and
- Having paid all tuition fees.

<sup>2</sup> Upon successful completion of a Degree-granting Programme, the participant will receive a diploma, a transcript of grades and a supplement to the diploma.

<sup>3</sup> Upon successful completion of an Executive Programme, the participant will receive a certificate of attendance.

## **Article 9 – Intellectual Property**

<sup>1</sup> The content and teaching material made available to the participants in a Programme, including but not limited to pedagogical outputs, webinars and video

recordings, may not be used for any purpose other than training. In particular, they may not be used, modified, reproduced or exploited in any way without the express written consent of their author and/or right holders.

<sup>2</sup> Works submitted by the participants within the framework of a Programme must comply with intellectual property principles and regulations, including but not limited to the *Directive on Academic Integrity*.

### **Article 10 – Personal data and Confidentiality**

<sup>1</sup> The Geneva Graduate Institute processes personal data in accordance with its *Privacy Policy* and *Cookie Policy*.

<sup>2</sup> No photographic, audio or video recordings may be made during the course or any activity related to the Programme, unless for specific and authorised purposes with the express consent of those being recorded.

<sup>3</sup> Participants must comply with any duty of confidentiality on information, data and material expressly mentioned as confidential provided or shared within the framework of a Programme.

### **Article 11 – Force Majeure**

<sup>1</sup> A party is not liable for any loss or damage resulting from any delay or failure to perform its obligations due to a Force Majeure Event.

<sup>2</sup> “Force Majeure Event” means circumstances beyond the reasonable control of a party, including without limitation strikes, natural disasters, telecommunication outages, riots, terrorist acts, explosions, hostilities, chemical or biological contamination, epidemic, pandemic, civil or military disturbances and governmental actions.

<sup>3</sup> The party suffering the Force Majeure Event immediately gives the other party written notice of the occurrence and its expected duration and must take all measures to minimise the disruption caused by a Force Majeure Event.

<sup>4</sup> The Executive Education of the Geneva Graduate Institute reserves the right to defer the date of delivery, cancel the Programme, modify their modalities or propose an alternative to the participant. No compensation of any kind is due by the Executive Education of the Graduate Institute.

<sup>5</sup> The parties shall discuss the most appropriate option to deal with consequences of the Force Majeure Event. Failing amicable agreement, payment of tuition fees will be due according to Articles 13 to 16 applicable *mutatis mutandis*.

### **Article 12 – Programme change**

<sup>1</sup> The Geneva Graduate Institute retains the authority to modify, postpone or cancel a Programme, its content or modalities at any time for just causes.

<sup>2</sup> Modifications may include change of dates, schedules or location of a Programme, replacement of teachers or speakers or modification of evaluation, grading or teaching modalities.

<sup>3</sup> In the event of modification, postponement or cancellation of a Programme, the Geneva Graduate Institute undertakes to inform the participants at the earliest opportunity.

<sup>4</sup> Payment of tuition fees will be due according to Articles 15 and 16 § 5.

### **Article 13 – Cancellation by a participant**

<sup>1</sup> Before the start of the Programme, a participant may cancel their participation to a Programme.

<sup>2</sup> Cancellations must be notified in writing to the Executive Education of the Geneva Graduate Institute before the start of the Programme.

<sup>3</sup> Cancellations are subject to cancellation fees as follows:

- Application fees, if any, and deposit are due and non-refundable;
- If the cancellation request is received by the Executive Education between 30 and 15 days prior the Programme start date, 50% of the outstanding tuition fees is due;
- If the cancellation request is received by the Executive Education less than 14 days prior the Programme start date, 100% of tuition fees is due.

<sup>4</sup> A cancellation does not entitle the participant to be re-admitted to a following session of the Programme. A new application must be submitted, including the payment of application fees if any.

### **Article 14 – Withdrawal**

<sup>1</sup> After the start date of a Programme, a participant may withdraw their participation at any time by submitting a written declaration to the Executive Education of the Geneva Graduate Institute.

<sup>2</sup> Application fees, if applicable, and 100% of the tuition are due. The Geneva Graduate Institute has no further obligations for compensation.

### **Article 15 – Cancellation of the Programme by the Geneva Graduate Institute**

<sup>1</sup> The Executive Education of the Geneva Graduate Institute may decide to cancel a Programme for a legitimate reason, such as an insufficient number of participants. Force Majeure Event are reserved.

<sup>2</sup> In the event of such occurrence, the participant will be notified as soon as possible.

<sup>3</sup> A replacement Programme may be offered to the participant based on availability. The participant has no obligation to accept the replacement Programme.

<sup>4</sup> If the participant chooses not to attend the replacement Programme, tuition fees already paid are fully reimbursed to the participant. Application fees remain due to the Geneva Graduate Institute.

<sup>5</sup> The Geneva Graduate Institute has no further obligations for compensation in case of cancellation of a Programme.

### **Article 16 – Deferral**

<sup>1</sup> After the beginning of the Programme, a participant may request a deferral based on reasonable grounds, including but not limited to medical reasons, professional reasons and family or parental responsibilities, and continue or resume the Programme subsequently.

<sup>2</sup> The request must be sent in writing to the Executive Education of the Geneva Graduate Institute and should be accompanied by motivation and documentation.

<sup>3</sup> The Executive Education of the Geneva Graduate Institute is free to decide whether the request is legitimate and based on reasonable grounds.

<sup>4</sup> In the event the deferral is authorised, the following conditions apply:

- The Geneva Graduate Institute does not guarantee the renewal of the Programme or the same content or modalities of the Programme in the forthcoming sessions. The participant bears the risk of not being able to start or complete the Programme in which they were registered or to start or complete the Programme under different content and/or modalities;
- Full tuition fees remain due to the Geneva Graduate Institute and may only be refunded under the conditions of these General Terms and Conditions or the conditions set by the Executive Education of the Geneva Graduate Institute. In particular, Article 14 § 2 applies *mutatis mutandis*;
- The deferral is possible for a period of 3 years maximum starting from the first day of the deferred Programme;
- The participant does not need to re-apply for the Programme but their request of continuing or resuming the Programme must be made within the same timeframe as the regular application deadlines.

<sup>5</sup> In the event of postponement by the Geneva Graduate Institute, Article 15 § 3, 4 and 5 applies *mutatis mutandis*.

### **Article 17 – Exclusion**

<sup>1</sup> The Geneva Graduate Institute may exclude a participant from a Programme for justified reason including but not limited to:

- Academic reasons as provided for in the Academic Regulations and/or other specific modalities of the Programme;
- Non-compliance with applicable regulations;
- Inappropriate, immoral, or contrary behaviour that goes against the interests of the Institute;

- Failure to pay tuition fees by the deadline;
- Fraud or misrepresentation in information, documents, or works provided to the Geneva Graduate Institute, particularly as part of the application process and/or evaluation.

<sup>2</sup> The decision to exclude a student is taken by the Director of the Geneva Graduate Institute. This decision is final and with immediate effect.

<sup>3</sup> In case of exclusion, tuition fees will not be refunded and/or remain due and the participant cannot claim any compensation from the Geneva Graduate Institute.

### **Article 18 – Liability**

<sup>1</sup> The Geneva Graduate Institute may not be held liable for any delay or disruptions to access to a virtually delivered Programme beyond the control of the Geneva Graduate Institute including but not limited to suspension of internet's operation, viruses, firewall restrictions, failures of telecommunications links and equipment or connexion.

<sup>2</sup> The Geneva Graduate Institute may not be held liable for any loss or theft of the belongings of a participant or damages to them and/or their belongings that could occur during the Programme.

### **Article 19 – Applicable Law and Place of Jurisdiction**

<sup>1</sup> These General Terms and Conditions are governed by Swiss law.

<sup>2</sup> The place of jurisdiction for all disputes arising from the interpretation or application of these General Terms and Conditions is Geneva, Switzerland.

### **Article 20 – Entry into Force and Amendments**

<sup>1</sup> These General Terms and Conditions have been adopted by the Director of the Geneva Graduate Institute on 18 February 2025 and come into force on 18 February 2025. They replace the General Terms and Conditions relating to the same subject adopted prior to their entry into force.

<sup>2</sup> They may be modified at any time.