

## **Freie Universität Berlin Continuing Education Program (FUB-ContinuEd) General Terms and Conditions of Business (AGB)**

The FUB-ContinuEd program is an official academic program offered by Freie Universität Berlin.

These terms and conditions apply to all services and provisions associated with courses offered by the FUB-ContinuEd program. The terms and conditions of any and all of our customers and suppliers are hereby voided and have no validity. Any changes or additions to these terms and conditions, made before or at the time an agreement is entered into, must be confirmed in writing in order to have any validity.

Freie Universität Berlin has entrusted ERG Universitätsservice GmbH with the task of carrying out the organization and management of FUB-ContinuEd.

### **1. Registration and Admission**

Course registrations can be completed online by accessing the online registration form at [www.continued.fu-berlin.de](http://www.continued.fu-berlin.de).

Enrollment for each course is limited to 15 participants. It is therefore essential to register as early as possible.

#### **Registration Deadline for FUB-ContinuEd:**

**4 weeks prior to the start of each course** (see specific course description for dates)

Admission will not be denied on the basis of skin color, ethnic or national origin, creed, gender/sex, religion, disability, age, or sexual orientation/identity. Participants need to be at least 18 years old, however, and fulfil the course requirements defined per course (see syllabus).

When the registration has been accepted by the FUB-ContinuEd office, the participant will receive an admission letter and invoice via e-mail. The registration becomes legally binding by means of this letter and invoice, with the fees due by the deadline outlined in the invoice. The participant thereby accepts the payment conditions outlined below.

Participation in a course (carried out on a first-come-first-served basis) cannot be guaranteed unless all fees have been paid by the established deadline. If the invoice has not been settled in full, the application may be cancelled and the place given to another participant instead.

### **2. Methods and conditions of payment**

**All bank charges/transfer fees have to be borne by the participant.**

**All payments must be made in Euros (€) by bank transfer or credit card.** Freie Universität Berlin does **not** accept checks of any kind.

**Payment by bank transfer:**

Transfers of funds should be sent to the following bank and account:

Deutsche Bank  
Otto-Suhr-Allee 6-16  
10585 Berlin, Germany  
Account Number: 512 16 45 05  
German bank code (BLZ): 100 708 48  
Account holder: Freie Universität Berlin  
IBAN: DE52 1007 0848 0512 1645 05  
SWIFT Code: DEUTDEDB110

For transfers originating from abroad (non-EU), the transaction must be made as an "OUR transfer" (= the sender bears all transfer charges).

**Payment by credit card:**

Accepted credit cards are Visa Card and MasterCard. To pay by credit card, the Freie Universität Berlin requires the 16-digit credit card number, the cardholder's name, the expiry date of the card and the three-digit card verification number, which is displayed on Visa and MasterCard cards after the 16-digit credit card number. If the cardholder is not the participant, the cardholder's address must also be provided.

Any **outstanding fees** resulting from an insufficient transfer need to be paid before the start of a course. As long as the fees have not been paid in full, the participant will not be able to join the course.

**Overpayments** up to an amount of € 25 will not be refunded to the participant via bank transfer, as the applicable fees for the return transfer charged by the bank would exceed this amount. In online courses, all overpayments will be collected by FUB-ContinuEd and the total amount will be donated to charity at the end of the year. In on-site courses, overpayments will be paid back in cash to the participant on-site.

### **3. Cancellation/Refunds/Changes**

Cancellation of participation in the FUB-ContinuEd program is possible in principle and must be submitted in writing, subject to the following conditions:

- The Registration Fee cannot be refunded at any point after it has been paid.
- In case of cancellation up to 24 hours before the registration period for a course ends, the participant receives a full refund of the Course Fee for said course, minus any bank fees applicable to the reimbursement of monies paid.
- In case of cancellation after this point in time, no refund of any kind is provided.

All participants are strongly recommended to consider taking out their own cancellation insurance when applying for FUB-ContinuEd.

FUB-ContinuEd reserves the right to cancel a course that contains less than 6 participants up to four weeks prior to the start of the course. Should such cancellation be necessary, the affected participants will be notified and offered to switch to a different course offered by FUB-ContinuEd in the same time period or the next one following. If there is a difference in fees between the former and the new course, resulting overpayments will be refunded to the participant by FUB-ContinuEd (with banking fees borne by the program), while resulting outstanding fees need to be transferred by the participant within a week after admission to the new course (banking fees to be borne by the participant). If no solution along these lines is possible for an applicant, he\*she may cancel his\*her participation in the FUB-ContinuEd program free-of-charge and receive a full refund of all fees paid up until that point.

Participants may switch participation from one course to another up to 24 hours before the registration period for the originally chosen course ends, provided the following conditions apply:

- they apply for such a course change in writing
- the maximum enrollment of the desired course has not been met
- the desired course has not yet started
- the FUB-ContinuEd Program Director has approved the course change.

A processing fee of 50 Euros per course change will be charged.

If there is a difference in fees between the former and the new course (after the processing fee has been charged), resulting overpayments will be refunded to the participant by FUB-ContinuEd (with the rules laid out above for minor underpayments applying), while resulting outstanding fees need to be transferred by the participant within a week after admission to the new course. In both cases, all banking fees need to be borne by the participant.

#### **4. Contents and objectives of the FUB-ContinuEd program**

The contents and objectives of the individual courses in the program are available on the official program website ([www.continued.fu-berlin.de](http://www.continued.fu-berlin.de)). The selection of a course is the responsibility of each participant. We therefore urge all participants to take note of any relevant preconditions or other aspects of a course. Each participant should consider especially whether the contents and objectives of a given course correspond with his\*her needs and expectations and also whether he\*she possesses the necessary prior qualification for a course. All participants are subject to the **FUB-ContinuEd Program Regulations and Code of Conduct**, as posted on the program website.

#### **Quality**

FUB-ContinuEd carefully selects its instructors, who must demonstrate adequate competence and experience in their particular discipline. Furthermore, FUB-ContinuEd guarantees that all courses, corresponding to their content, will be carried out in a professional and competent manner and fulfill the stated objectives. Content and quality of all courses are monitored by the Academic Board of FUB-ContinuEd, which has reviewed and approved all academic program offerings. This Board consists of at least five tenured professors representing different academic disciplines. A standardized course and program evaluation procedure is carried out at the end of each course.

#### **Certificate**

When a participant fulfills all requirements of a course, he\*she receives an official certificate of Freie Universität Berlin at the end of each attended FUB-ContinuEd course. The certificate lists the duration of the course, the course title, and an overview of the course topics.

#### **Badge**

Upon successfully completing a pre-defined combination of courses, participants receive a separate “Badge” identifying them as certified experts in a specific competence area. The Badge is an additional certificate to those received in the separate courses.

#### **Place of service provision**

FUB-ContinuEd **online** courses take place virtually, using Blackboard and Webex as provided by Freie Universität Berlin. Participants are responsible to ensure that they have the necessary equipment and fulfill necessary requirements, such as stable internet connection, software, fully functional devices (laptop, tablet, PC or smart phone).

Unless announced otherwise in advance, FUB-ContinuEd **on-site** courses are held in one of the campus facilities of Freie Universität Berlin. Relocation to a non-university site may occur under certain circumstances.

### Academic skills

FUB-ContinuEd is a life-long learning program. We do not formally require specific types or levels of formal education from participants. However, they need to be able to follow instruction (and readings) on an academic level, contribute meaningful insights and analyses to the discussions in class, and solve a given assignment or problem by applying systematic, structured, cohesive, and creative thinking, alone or in collaboration with others.

Should a participant fail to demonstrate skills of this kind during the course, this may negatively affect said participant's course participation and at worst lead to exclusion from the course. The decision for the latter will be made in consultation with the instructor, the participant, and the FUB-ContinuEd Program Director.

### Language skills

In order to participate in courses taught in English, participants need to possess English language abilities in speaking and writing on the Upper Intermediate Level (at least B2, preferably above, according to the [Common European Framework of Reference for Languages CEFR](#)). Non-native speakers may be requested to submit English test scores along with their application. For TOEFL, the score should be minimally 100. In the case of IELTS, the overall score must be at least 6.5 and the scores on individual parts must be no lower than 6.0.

For courses offered in German (excluding language courses), participants need to possess German language abilities in speaking and writing on the Upper Intermediate Level (at least B2, preferably above, according to the CEFR). These may be tested with an online test after admission to the program.

Should a participant's language skills at the beginning of a course fail to meet the prerequisites formulated for this course (prior submitted and accepted official test results notwithstanding), they may negatively affect said participant's course participation and at worst lead to exclusion from the course. The decision for the latter will be made in consultation with the instructor, the participant, and the FUB-ContinuEd Program Director.

Participation in a specific German language course requires adequate language skills for the level in question. An online test that all participants in language courses above the Absolute Beginner level need to complete after admission to the program will determine the participant's German language abilities prior to program start. Should the test result be below the necessary threshold for the level in question, FUB-ContinuEd will suggest a switch to a lower language level (if available) or offer a withdrawal from the language course and a refund of the Course Fee for this course (if paid at that point, minus applicable banking fees). The Registration Fee is non-refundable after it has been paid. Should the test result allow the participant to move to a higher-level German course (if available), FUB-ContinuEd may suggest to the participant a switch to the higher level.

## 5. Data Protection

Each participant agrees to the storage and use of personal data for the fulfillment of the agreement of participation within the framework of the legal provisions of the General Data Protection Regulation and the Federal German Data Protection Act. Participants' personal data is not made available to third parties. Participants can demand the deletion of their personal data at any time.

(<http://www.erggmbh.de/datenschutz/index.html>)

## 6. Copyright

FUB-ContinuEd and ERG Universitätsservice GmbH reserve all copyrights, in particular intellectual property rights, to all materials that participants receive over the course of their participation in the FUB-ContinuEd program. Materials or content distributed to participants as part of and in the context of the program may under no circumstances be copied (except for personal use as intended), distributed, sold, or used on behalf of third parties or commercialized without the express permission of Freie Universität Berlin or ERG Universitätsservice GmbH. The participant receives all documents/materials exclusively for personal use.

## **7. Rights of Use**

Within the scope of the FUB-ContinuEd courses, photo and video recordings of participants can be made. These recordings may be published and/or disseminated on websites of [FUB-ContinuEd](#) and [Freie Universität Berlin](#), via the channels or profiles of Freie Universität Berlin and FUB-ContinuEd on social networks such as [LinkedIn](#), [Facebook](#), [Instagram](#) and [YouTube](#), on online portals for continuing education services, as well as in print media for publication and/or advertising purposes related to FUB-ContinuEd. Any participant who does not wish to be photographed or filmed is responsible for informing the FUB-ContinuEd team or the respective photographers or film crew commissioned by FUB-ContinuEd.

Insofar as participants submit photos and/or videos to FUB-ContinuEd, the following applies:

By submitting photos and/or videos to FUB-ContinuEd, participants assure that they have created these without the assistance or inclusion of third-party services protected by intellectual property rights or ancillary copyright. The participants assure that they can freely dispose of their photos/videos in relation to the copyright usage rights. If one or more individuals are recognizable in the photos/videos, the persons concerned have to agree that the respective photo/video is made publicly accessible.

The participants further assure that through the utilization of the submitted photos and/or videos according to the following provisions, no copyright, ancillary copyright, privacy or other rights of third parties are violated. Should any third parties still assert claims for infringement of their above-mentioned rights, the participants indemnify FUB-ContinuEd against all claims.

By submitting photos and/or videos, the participants grant free-of-charge non-exclusive usage rights for the respective photos/videos to Freie Universität Berlin – unrestricted in terms of space, time and concerning the contents – for presentation purposes and/or advertising purposes in connection with the FUB-ContinuEd program.

Freie Universität Berlin has the right to be named as the source for the photos and/or videos used within the scope of the granted usage rights, and the participants agree to waive a separate copyright notice.

## **8. Force majeure and acts of God**

Cancellation of a course or other aspects of the FUB-ContinuEd program as a result of illness, acts of God or otherwise unforeseeable events or developments may occur. In such a case, participants are not entitled to having such courses or other aspects take place or carried out.

## **9. Severability clause**

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

## **10. Place of jurisdiction**

The laws of the Federal Republic of Germany shall apply to these terms and conditions, and the parties agree to Berlin (Germany) as the place of jurisdiction.

*Updated as of: October 2023*