

# Terms of Reference for EnerTracks Online Training

(attachment to application form)

**Please check the box “I agree” under the online application form to consent to these terms of reference.**

“EnerTracks – Training Climate and Energy Transformation Experts for Tomorrow” is a scholarship programme with limited capacity. Therefore, it is RENAC’s responsibility to ensure the attendance of the participants for the online training. Accordingly, all candidates are required to confirm the following statements.

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I, the candidate, herewith agree with the following statements:

## **Selection of participants:**

- RENAC undertakes to provide the largest possible number of places in the programme. However, RENAC is endowed with the power to define the applicable eligibility criteria for participation in such programme and thereupon, there is no legal entitlement to participation.
- Provided that the number of eligible candidates is superior to that of the available places to attend the online training, RENAC will place eligible but not yet admitted candidates on a waiting list. In the event of any place becoming available in the days following the decision on admission, RENAC shall inform participants from the above-mentioned waiting list of such a circumstance and offer them the possibility to attend the online training.
- The waiting list shall reflect the order of merit in which RENAC will contact participants to offer them the places that become available according to the previous paragraph. Such order of merit shall be tailored according to RENAC’s discretion.

## **Online Training fees:**

- RENAC will inform candidates via email as soon as possible whether they have been selected for a scholarship for the online training.
- Conversely, should the candidate inform RENAC that they will accept the scholarship, the candidate’s online training fees shall be financed through the EnerTracks programme.

## **Deactivation of account / cancellation:**

- Provided a candidate receives a scholarship for the EnerTracks online training, they agree to attend the above-mentioned course and perform all related activities (read the texts, address the exercises, attend virtual classrooms and attend exams).
- Should the candidate fail to attend the course or fail to comply with the related responsibilities, RENAC will send a participation reminder via email. RENAC is entitled to deactivate any candidate’s account if within two weeks of receiving such a reminder no attendance can be verified in the EnerTracks online training. Additionally, such candidates will have to pay 400 € for non-attendance, despite having being granted a scholarship.

- Provided that an upcoming and sudden illness or an event of force majeure requires the candidate to cancel the scholarship, the candidate will inform RENAC immediately via email (enertracks@renac.de) and enclose a medical certificate or another valid written confirmation stating the reasons for the failed attempt to participate in the online training. In this case, the candidate will not be required to pay the costs for the respective online training.

#### **Liability and Force Majeure:**

- RENAC shall only be liable to pay compensation – regardless of the legal grounds and irrespective of whether the damage is direct or indirect – if the damage was caused by wilful intent or gross negligence on RENAC’s part, or on the part of a vicarious agent, or in the case of culpable damages to life, body or health, or if RENAC has maliciously concealed a defect.
- RENAC will, nevertheless, not be liable for any of the aforementioned damages so long as they resulted from an upcoming, unforeseeable and unavoidable event which is not attributable to RENAC.
- Likewise, RENAC shall not be liable for any damages arising from a substantial change in the prevailing circumstances at the time of acceptance of these terms of reference that may affect the completion of the seminars.

#### **Intellectual Property and RENAC Material:**

- All intellectual property used and distributed during the EnerTracks online training belongs exclusively to RENAC. The programme’s participants are not entitled to reproduce, copy, alter, distribute or sell any of said materials and any other intellectual property that they have obtained as a result of their participation on the seminar which belongs to RENAC.

#### **Forum and Governing Law:**

- The programme is governed by the German Law. The applicable forum shall be the Institution of Arbitration (DIS) in Berlin, Germany.

#### **Correctness of information:**

- I, the candidate, am aware of the fact that by sending my application to RENAC, I hereby confirm to the correctness and veracity of all the information provided in my application form.