

# Terms of reference for Green Banking online courses

(attachment to application form)

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

Green Banking is a scholarship programme with limited places to assist its online trainings. The Green Banking programme was commissioned by the German Federal Ministry for Economic Affairs and Climate Action (BMWK) within the German International Climate Initiative (IKI). Therefore, RENAC ought to ensure the attendance of participants and accordingly, it requires all candidates to confirm the following statements.

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I herewith agree that

## **Selection of participants:**

- RENAC undertakes to provide the highest amount of places as possible 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 amount of eligible candidates is higher than that of the number of scholarships available, RENAC will create a wait list incorporating those candidates who were eligible but yet not admitted. In the event of any place becoming available in the days following the decision on admissibility, RENAC shall inform participants in said list of such a circumstance and offer them the possibility to attend the course
- 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 course fees:**

- RENAC will inform applicants via email as soon as possible if they have been selected for a scholarship for the online course.
- Should a participant fail to log in and access course materials 2 weeks after the online training commences, they understand that RENAC has the right to offer and grant the scholarship to attend the online course to another candidate if they do not respond to a reminder email.
- Conversely, participants should inform RENAC that they will make use of the scholarship, and online course fees shall be financed by the Green Banking programme.

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

- Provided participants receive a scholarship for the Green Banking online course, they agree to attend said course and perform all activities related to it (read the course materials, completing the exercises and tests, attending virtual classrooms and attending exams).
- Should participants fail to attend the course or to comply with their responsibilities towards it, RENAC will send a reminder via email. RENAC is entitled to deactivate participants' account if

within two weeks receiving such a reminder, they do not attend the Green Banking course. Additionally, participants will have to pay 400 € for their non-attendance, despite having being granted a scholarship.

- Provided that an upcoming and sudden illness requires a participant to cancel their scholarship, participants will have to inform RENAC immediately via mail (greenbanking@renac.de) and enclose a medical certificate or any other valid written confirmation stating the reasons for their inability to participate in the online course. In this case, they will not be required to pay the costs for the respective course.

#### **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 in the programme 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:**

- Applicants are aware of the fact that by sending their application to RENAC, they confirm the correctness and veracity of all the information provided in their application form.