

Terms of reference for Solar Payback train-the-trainer workshops in partner countries

(attachment to application form)

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

Solar Payback train-the-trainer workshop is a scholarship programme with limited places to attend the workshop. Therefore, Fraunhofer ISE ought to ensure the attendance of the participants selected for the workshops and accordingly, it requires all candidates to confirm the following statements.

I herewith agree that

Selection of participants:

- Fraunhofer ISE undertakes to provide the highest number of places as possible in the programme. However, Fraunhofer ISE is endowed with the power to define the applicable eligibility criteria for participation in its workshops 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 workshop, Fraunhofer ISE will create a waiting 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, Fraunhofer ISE 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 Fraunhofer ISE 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 Fraunhofer ISE's discretion.

Workshop fees and confirmation:

- The fees for my participation in the three or four days workshop in the partner country (printed handouts, exercises, lunch and tea / coffee during the event) are financed by the Solar Payback project.
- Fraunhofer ISE will inform me via email as soon as possible before the start of the workshop whether I have been selected for a scholarship for the workshop. Within 2 weeks as of the day I receive such email, I have the chance to withdraw my application via email to solarpayback@ise.fraunhofer.de.
- Provided that I did not withdraw my application for the Solar Payback workshop within the period stipulated, I agree to attend all lectures taking place in the named workshop.
- Provided that I did not withdraw my application for the Solar Payback workshop within the period stipulated, and later on I do not attend completely or I only attend partially, I agree to pay 500 € per full workshop day which I have not attended and 250 € per half workshop day which I have not attended.
- Provided that I did not withdraw my application for the Solar Payback workshop within the period stipulated and an upcoming and sudden illness requires me to cancel my participation, I will inform Fraunhofer ISE immediately via mail (solarpayback@ise.fraunhofer.de) and

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enclose a medical certificate or any other valid written confirmation stating the reasons for my failed attempt to participate in the workshop.

Travel costs:

- I agree to organize and book my travel to and from the workshop's location, my accommodation and any other travel arrangements emerging from my attendance to the workshop myself. These costs are not included in the Solar Payback project and hence, will not be refunded by Fraunhofer ISE.

Liability and Force Majeure:

- Fraunhofer ISE 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 willful intent or gross negligence on Fraunhofer ISE's part, or on the part of a vicarious agent, or in the case of culpable damages to life, body or health, or if Fraunhofer ISE has maliciously concealed a defect.
- Fraunhofer ISE 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 Fraunhofer ISE. Likewise, Fraunhofer ISE 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 workshops.

Cancellation policy:

- If, for any reason, Fraunhofer ISE has to cancel a workshop 14 days or prior to the start of the workshop, Fraunhofer ISE will not be responsible for any costs participants have incurred into, in order to attend the workshop (flight costs, hotel fees, money transfer costs, etc.). Fraunhofer ISE shall promptly inform participants of such a circumstance via email.

Intellectual Property and Fraunhofer ISE Material:

- All intellectual property used and distributed in the workshop belongs exclusively to Fraunhofer ISE. The workshop'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 workshop which belongs to Fraunhofer ISE, unless Fraunhofer ISE has given consent explicitly.

Forum and Governing Law:

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

Correctness of information:

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