

1. Acceptance of Terms

By visiting the Stichting Biotechnology Academy Delft website <https://biotechdelft.com> and in any way accessing or using any of the services or information found on it, you agree to be bound by the following Terms and Conditions.

Stichting Biotechnology Academy Delft reserves the right to modify these Terms at our sole discretion and without notice. The latest version of the Terms and Conditions shall apply. Changes to these become effective on the date they are posted and continued use of <https://biotechdelft.com> after such changes will signify your agreement to be bound by them.

2. Cookies

Like most interactive web sites this website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.

3. Privacy

We are committed to protecting your privacy on the basis of the applicable General Data Protection Regulation. Your personal information will only be viewed by Stichting Biotechnology Academy Delft employees. We include your contact details in the “list of participants” in the course binder for networking purposes. Besides this, information will never be shared with third parties unless we are legally required to do so to the appropriate authorities. We will not use your e-mail address for unsolicited mail. Any emails sent by Stichting Biotechnology Academy Delft will only be in connection with the provision of agreed services and products.

4. Payment

Course fees can be paid by bank transfer or credit card (we may charge extra costs for this option; please contact us). TU Delft employees can use their internal (project) code. Customers are obligated to pay the course fee within 30 days after the invoice date, but at the latest three weeks before the course starts. In case of registration at least 10 weeks before the start of the course, the reduced course fee (early bird fee) applies. After this date, we charge the full course fee. The course fees need to be on our bank account before the course starts. Participation is only possible if the course fee has been paid in due time. Participation before payment is only possible if special permission was granted by Stichting Biotechnology Academy Delft.

5. Admission to the course

We handle registrations on a “first come, first serve” basis. There are entry requirements for the courses. If we feel that you do not meet the entry requirements we will consult the course board. Both Stichting Biotechnology Academy Delft and the course board have the right to deny participation in the course. For some courses we have a limited number of spots for PhD students. Course-specific info can be found on this website. The courses of Stichting Biotechnology Academy Delft will only be held when there are enough participants. In case we have too many registrations, we will place people on a waiting list. Waitlisted people will be offered a spot on a ‘first come, first serve, basis in case of any cancellations.

6. Cancellation policy

Participants can cancel their registration by email. You have a right of withdrawal of 14 calendar days, commencing on the day after receipt of your registration. Cancellation is always free of charge within these 14 days. If participants cancel their registration after these 14 days, but six weeks before the starting date of the course at the latest, a full refund will be granted (minus any bank fees). Between six and two weeks in advance of the course starting date, a 25% fee charge can be made. Less than two weeks in advance a 75% fee charge can be made. Participants can request permission at Stichting Biotechnology Academy Delft to send a replacement participant.

When the number of participants is too low to have a fruitful course, Stichting Biotechnology Academy Delft will cancel the course no later than six weeks before the start of the course. The course fee will be reimbursed within six weeks after cancellation. In case a speaker will not be able to present his/her

lecture, due to unforeseen circumstances, Stichting Biotechnology Academy Delft will keep the right to arrange a replacement or cancel that presentation.

In case of circumstances beyond our control, Stichting Biotechnology Academy Delft holds the right to cancel the course. Participants will then receive a full refund with a reasonable time.

In the case a speaker of the program cancels for the course, Stichting Biotechnology Academy Delft will do their utmost best to find a replacement. If no replacement can be found in the given time, an alternative will be offered, e.g. a lecture later in time.

Under no circumstances will Stichting Biotechnology Academy Delft (or TU Delft) be liable for any damage whatsoever arising from the cancellation of a course.

7. Rules of Conduct for training courses

1. Participants are expected to be self-motivated and provide their best efforts. Participants should actively contribute to the course.
2. Participants should attend all course sessions.

8. Choice of training course location

1. A suitable venue will be reserved for the courses. The Foundation may change the location.
2. Changing the training location is not an acceptable reason for the client to cancel the course.

9. Accommodation and subsistence expenses

1. The accommodation costs at the training location, as well as travel and subsistence expenses of the participants, shall always be borne by the client unless otherwise stated in the agreement.

10. Liability

1. Stichting Biotechnology Academy Delft shall endeavour to carry out the agreed work to the best of its knowledge and ability in accordance with the requirements of a good and workmanlike manner, all in accordance with what may be expected in the context of the task assigned to Stichting Biotechnology Academy Delft. This obligation has the nature of a best-efforts obligation, as no guarantee is given regarding the result of the service provided by Stichting Biotechnology Academy Delft.
2. The client guarantees the soundness and completeness of the information made available to Stichting Biotechnology Academy Delft. Stichting Biotechnology Academy Delft shall not be liable for damages caused by incompleteness of or deficiency in the information provided by or on behalf of the client.
3. Stichting Biotechnology Academy Delft shall only be liable to the client for direct damages resulting from a shortcoming directly attributable to Stichting Biotechnology Academy Delft in the performance of the agreement. Indirect and/or consequential damages are excluded and Stichting Biotechnology Academy Delft is not liable for these.
4. Stichting Biotechnology Academy Delft's maximum liability for training courses or other work is limited to the amount of the course fee.
5. For the amounts referred to in this article, the full compensation for damages shall never exceed EUR 25,000.00 and will be reduced by the credits stipulated by the client and granted by Stichting Biotechnology Academy Delft.
6. A condition for the existence of any right to compensation is always that the client has reported the damage to Stichting Biotechnology Academy Delft in writing as soon as reasonably possible after its occurrence, but in any case within 8 days of its discovery.
7. The exclusions and limitations referred to in articles 10.3 - 10.6 shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Stichting Biotechnology Academy Delft.

11. Intellectual Property Rights

1. The copyright of course materials rests with TU Delft, except where copyright is located elsewhere. Course materials are for personal use by staff and participants of the courses. It is not allowed to reproduce, store in a retrieval system or transmit any part of the course materials without permission of the copyright owner.
2. The client acknowledges that all intellectual property rights (including copyrights and know-how) to the training courses offered by Stichting Biotechnology Academy Delft, the other work carried out by Stichting Biotechnology Academy Delft, the (content of the) Online Service and the working material rest exclusively with Stichting Biotechnology Academy Delft.
3. As regards the training courses, Stichting Biotechnology Academy Delft grants a right for the use of the working material only within the context of the training course but the disclosure and/or reproduction of the working material in any way without the prior written consent of Stichting Biotechnology Academy Delft is explicitly not permitted. The reproduction (digital or in paper form) of the working material within the organisation of the client and/or the participant is also not permitted. For the purposes of this agreement, working material is understood to mean all items made available to the contractor and/or the participant (digitally and/or in paper form) within the context of the training, such as presentations, handouts, workbooks, articles, overviews, leaflets and brochures, including all images contained therein.
4. If the client and/or participant acts in contravention of this article, they shall be jointly and severally liable to Stichting Biotechnology Academy Delft for an immediately payable fine of EUR 10,000.00 per event, whereby Stichting Biotechnology Academy Delft reserves the right to claim compensation for the damages actually suffered as a result of such acts.

12. Confidentiality

All information coming to the attention of the parties in the context of the collaboration between Stichting Biotechnology Academy Delft and the client shall be regarded as strictly confidential and treated as such. All trainers associated with Stichting Biotechnology Academy Delft have committed to maintain this confidentiality.

13. Applicable Law and Competent Court

1. All disputes between Stichting Biotechnology Academy Delft and the client concerning any agreement to which these terms and conditions apply, including those which are only considered as such by one of the parties, shall be adjudicated, including in summary proceedings, by the District Court of Rotterdam. All agreements with Stichting Biotechnology Academy Delft are always governed by Dutch law.
2. If the client uses general terms and conditions that may apply to any agreement of Stichting Biotechnology Academy Delft, the general terms and conditions of Stichting Biotechnology Academy Delft will always prevail over the terms and conditions used by the client.

14. Complaint policy and procedure

Stichting Biotechnology Academy Delft is committed to providing a high quality service. If you do have a query please contact [Yvonne van Gameren](#), or +31 (0)15 278 1922 / 8311. Wherever possible we will answer any queries before they become complaints.