

NORCE General Terms and Conditions for courses and presentations (English)

1. Application of the terms and conditions

These terms and conditions apply to the purchase of courses, training or presentations ordered by the Client, hereafter "(the) Course(s)", and to the participation in courses or training organized by NORCE with open enrollment, hereafter "the Open course", unless otherwise agreed in writing in the contract between the customer and NORCE or other terms are announced, e.g., on NORCE's website.

2. Scientific Integrity

The Course/Open course shall be conducted in accordance with recognized scientific and ethical principles and be based on the principles of academic freedom within the framework agreed upon. This means, among other things, that NORCE cannot be subject to any demands or expectations that the Course/Open course should lead to a specific conclusion or result.

3. Changes

The Client does not have the right to demand modifications or other changes to the Course/Open course prepared by NORCE. Any request for change is always at NORCE's sole discretion.

4. Cancellation by the Client

- a) For Courses: The Client has the right to terminate the contract with at least one (1) month's written notice to NORCE, or within the deadlines agreed in the contract. In the event of such termination, the Client shall pay all documented direct costs associated with the purchase, such as non-refundable airfare, accommodation expenses, and compensation for reasonable time (based on NORCE's standard hourly rates) spent on preparation for the Course. In the event of cancellation with less than 14 calendar days' notice, the agreed amount shall be paid in full.
- b) For Open Courses: A participant may withdraw from the Course up to one month before the course date at no cost. A fee of 50% of the course fee will be charged for each cancellation received after the cancellation deadline and up to fourteen (14) days before. In the event of cancellation with less than fourteen (14) calendar days' notice, the agreed amount shall be paid in full. The cancellation fee applies regardless of the waiting list. A participant who is unable to attend may transfer their place to another person in the same company at no charge.

5. Cancellation by NORCE

NORCE may set a requirement for a minimum number of participants. The Course/Open course may be modified or canceled by NORCE if there are too few participants, or due to illness of the instructor(s) or other circumstances beyond NORCE's control. NORCE will always follow recommendations and mandates from Norwegian authorities related to extraordinary risk situations and may always cancel if the implementation of the Course/Open course conflicts with a recommendation or due to force majeure.

6. Fees and payment

The price is stated in NOK and is exclusive of Value Added Tax (VAT). VAT will be added except for educational services according to § 3-5 of the VAT Act. The Client is invoiced for the time spent on the execution of the Course, preparation, and travel. Other costs, such as materials, travel, and accommodation, are added unless otherwise agreed in the contract. NORCE follows the state's travel regulations for allowances and per diem. Invoices are sent monthly or after the completion of the assignment by NORCE to the Client.

All invoices from NORCE must be paid within 30 days of the invoice date. The Client is charged the applicable late payment interest in accordance with the Act on Interest on Overdue Payments of December 17, 1976, No. 100, in the event of late payment.

The hourly rate is adjusted annually on January 1st in accordance with NORCE's general price list, and all other costs according to the Consumer Price Index from Statistics Norway (SSB).

The attendance fee for the Open course is fixed and applies per participant. It includes lunch if specified. Participants book and cover all their own travel and accommodation costs.

7. Privacy and Data Processing

Each party is responsible for ensuring that their own, or their subcontractors' processing of personal data, is carried out in accordance with the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR). NORCE processes personal data either because we have a legal basis, or because we have obtained consent from the individual concerned. Read more about privacy at NORCE here:

<https://www.norceresearch.no/en/about-us/privacy-data-protection-norce>

8. Recording

As a general rule, recording of the Course/Open course in the form of images or audio is not permitted. If this is desired, written consent from NORCE and the lecturer must be obtained before the Course/Open course is conducted.

9. Rights to the Course / Open Course / course content

NORCE shall own the rights to the course content that NORCE provides or that is developed by NORCE in connection with the preparation or execution of the Course/Open course. Course content includes, but is not limited to, information, course materials including presentations, data, data basis, knowledge, and intellectual property rights.

Unless otherwise stated in the agreement or other terms announced by NORCE, course materials may be used freely by the participants for own training and skill enhancement, but shall not be published, shared externally, or sold.

10. Liability and no warranties

NORCE does not guarantee that the course content provided or made available to the Client/participants in or in connection with the Course/Open course is error-free, complete, suitable for a particular purpose, or usable for the recipient's needs. NORCE also does not guarantee that the course content does not infringe, or could infringe, third-party intellectual property or other rights.

The parties are obliged to immediately notify the other party if they become aware of, or have reason to believe, that an infringement of third-party rights has occurred or may occur.

The views and opinions expressed in the Course/Open course belong to the instructor and do not necessarily reflect the views and opinions of NORCE.

The Client who receives or makes use of the course content as mentioned in the first paragraph is fully responsible for their use of this. NORCE shall not be held liable for the use, including losses and damages, and/or infringements of third-party intellectual property or other rights as a result of the Client/participant exercising their right to use.

11. Law and jurisdiction

The contract and these terms and conditions are governed by and shall be interpreted in accordance with Norwegian law. Disputes shall be resolved by the ordinary Norwegian courts, with Bergen as the chosen venue of jurisdiction for the Parties.