



## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE CHINAMED BUSINESS PROGRAM (APPLICABLE TO THE 2022 EDITION)

These terms contain important information concerning your participation in the 2022 edition of the ChinaMed Business Program (the “**Program**”), represented for the purposes hereof by the Torino World Affairs Institute (T.wai). We encourage you to take time to read them carefully before accepting a place at the program and to contact us for any clarification on the contents hereof.

Below are the terms and conditions applicable to the application process and your participation in the Program. Such terms and conditions are legally binding upon acceptance of an offer to join the Program, thereby forming a legally enforceable agreement with us.

### I. General provisions

The Program is promoted by the TOChina Hub, a partnership between the University of Torino, ESCP Business School and the Torino World Affairs Institute, in cooperation with Peking University and other universities, institutions and academic partners. Such institutions designate the members of the scientific committee and the directors in charge of the various areas of the Program (the “**Program Organisers**”).

### II. Application

Application for participation in the Program is to be made online using the form provided on the website [www.chinamedbusiness.eu](http://www.chinamedbusiness.eu). Submitting an application does not result in legal entitlement to participate in the Program. Applications are assessed according to the admittance criteria in force at any given time (*e.g.*, academic background, professional experience, personal motivation) and will be processed in the order in which they are received, it remaining understood that the Program Organisers reserve the right to rank applications regardless of the order in which they are received, in order to achieve a didactically meaningful balance of students for the program involved. Any decision will be final, indisputable and non-appealable.

In making an application, the applicant (the “**Applicant**”) gives explicit consent for his/her data to be subjected to computerised processing and exchange with persons involved in the organization of the Program, which data will be processed by the Program Organisers in accordance with all applicable privacy and data protection laws and regulations.

### III. Enrolment

Each Applicant will be informed about the results of the selection for the Program in a timely manner. Those admitted will receive further communication on how to proceed with their enrolment. The final composition of the class will be confirmed no later than four weeks before the official opening of the program.

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## IV. Participation fees and services

### a. Participation fees

Fees apply for the participation in the Program. The amount of these fees is stated on the website of the CMBP (the “**Fees**”). Such Fees are to be paid in accordance with the agreement between T.wai and the participant. Fees **include** tuition fees, teaching materials, transfers from Paris to Turin, access to campuses across the two cities, and activities included in the timetable.

The Fees however **do not include** (and the participants will therefore have to cover such costs) any other service or activity, such as *inter alia*:

- Transportation costs to Paris, France before the beginning of the Program;
- Transportation costs from Turin, Italy, at the completion of the Program;
- Accommodation in Paris and Turin, it remaining however understood that the Program Organisers will offer assistance on this point and, subject to availability, accommodation at advantageous conditions;
- Visa fees for non-EU citizens;
- Health and civil liability insurance;
- Meals, entertainment and any other personal expense.

### b. Seat confirmation and contract conclusion

In case of positive assessment of the application, the Applicant will be offered a seat in the program through an official admission letter. Upon receipt of the admission letter the Applicant will have 14 (fourteen) days to accept the offer by providing a written confirmation via email and paying a deposit worth 50% of the full tuition fees (the “**Deposit**”), according to his/her status (applying through a Steering Partner, an Associate Partner or independently). The Deposit is payable within 14 (fourteen) days from the receipt of the confirmation letter and is fully counted towards the Fees.

The Applicant will be considered as formally admitted to the Program only after acceptance of the offer and payment of the Deposit in due time. An acknowledgment of the admission will be provided in due course and from such moment the Applicant will be formally considered as a “Participant” in the Program. The rest of the Fees will be paid according to the timeline set in the admission letter.

The Deposit will not be refundable other than in the circumstances indicated in Section V below.

### c. Visas

The 10<sup>th</sup> edition of the CMBP will exceptionally take place in France and Italy since, at the time of drafting these general terms and conditions, the People’s Republic of China does not provide entry visas for international students. After completing the

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admission procedures, the Participant, if a non-EU citizen and in need of a Schengen entry visa, will receive the supporting documents to apply at the closest European embassy/consulate/visa center for a student visa for short-term study programs in his/her country of residence. Once the supporting documentation is provided by the Program Organisers, the Participant will be solely responsible for obtaining the visa before the beginning of the Program.

**d. Insurance**

The Participant must take out appropriate health insurance covering all medical costs the Participants may have to bear throughout the duration of the Program, plus insurance for civil liability caused to third parties. Evidence of such policy will be provided by the Participant at least two weeks before the beginning of the Program.

**e. Attendance and award of the certificate**

The certificate of attendance of the Program (the “**Certificate**”) is awarded only in case of attendance to all the modules of the Program and satisfactory conduct by the Participant in and out of class during the duration of the Program. Certificates will be awarded upon the closing ceremony of the Program.

## **V. Withdrawal, termination and cancellation**

**a. General provisions**

Withdrawals are only effective if made in writing via email to the address *businessprogram@tochina.it*. The Program represents a comprehensive and indivisible academic offer. As a result, Participants will not be entitled to (i) select the modules in which to participate, (ii) miss more than one day of classes per each module (other than for a valid reason), and (iii) receive the Certificate in case of negative marks granted by lecturers of more than a module.

**b. Withdrawal**

Participants may withdraw from the Program no later than 30 (thirty) days before the day of the opening ceremony without having to pay for additional Fees, it remaining however understood that in such case the Deposit will be withheld by the Program Organisers and considered as forfeited. If a Participant submits a written withdrawal later than 30 (thirty) days before the start of the Program, 50% (fifty percent) of the Fees (including the Deposit) will be retained by the Program Organisers as a cancellation fee. As a sole exception to such rule, Participants justifying their withdrawal with exceptional medical conditions or other extraordinary and unforeseeable circumstances, for which written evidence can be provided, may be entitled to withdraw by forfeiting the Deposit only, it remaining however understood that the Program Organisers reserve the exclusive and non-appealable right to accept the relevant request.

If a participant withdraws after the start of the Program, no reimbursement of the Fees will be granted in any circumstance.

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### c. Cancellation by the Program Organisers

The Program Organisers will do all in their power to organize the Program. Participants will be requested to sign a standard release and waiver of responsibility before the start of the program, accepting ordinary and extraordinary risks linked to the participation in the Program. The Program Organisers will not be liable or responsible in failure to perform in connection with the provision of any services due to causes beyond their reasonable control, including but not limited to: fire, natural disasters, acts of government, labour disputes or civil unrest, criminal, terrorist or threatened terrorist activities of any kind, public health emergencies, negligent or wilful acts or failure to act by any third party, or any other unforeseeable cause beyond the direct control of the Program Organisers.

The Program Organisers reserve the right to cancel the Program due to factors beyond their control that might affect the safety and well-being of the staff and students. Such cancellation will be made in writing and will be motivated and, if made earlier than June 18<sup>th</sup>, 2022, the Participants will be entitled to a reimbursement of all sums paid but no additional compensation will be due. In case of later cancellation, part of the Fees may be retained due to Program Organisers' commitments toward third parties, it remaining understood that in any event the Participants will have the right to request, *in lieu* of the reimbursement of the Fees, to participate in the following edition of the Program and the Fees already paid will be used for such participation.

### Exceptional situation caused by the COVID-19 pandemic.

At the time of drafting these general terms and conditions, the Program is set to be organised in Paris, France and Turin, Italy from July 11<sup>th</sup> to August 15<sup>th</sup>, 2022. Nonetheless, changes may occur in the upcoming weeks and applicants having already completed all the selection and accepted a seat in the program will be constantly updated about major changes in the organization of the Program. In the scenario in which the Program cannot be organised in Italy and France due to increased restrictions during the ongoing emergency, the Program Organisers will switch the Program to the online version, scheduled over the same period of time: in this case, the Deposit already paid by the Participant will become the only instalment requested to join the Program, no further payment needed. In the remote scenario the Program Organisers cannot arrange for a suitable online alternative, the Participants will be entitled to all sums paid, without the right to any further compensation.

## VI. Changes to services

The range of services of the program is subject to long-term planning and constant quality monitoring. Securing consistently high quality requires continuous adjustments, which is why the Program Organisers reserve the right to develop the Program and make minor changes to the academic offer that, at the Program Organisers' indisputable opinion are necessary or advisable (*e.g.*, changes to contents, schedule, lecturers, partners, class, company visits).

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Such adjustments may take place on short-term notice and do not entitle the Participants to withdraw from the Program and/or demand a reduction of the Fees or any form of compensation.

## **VII. Exclusion from participation**

In case of failure by the Participant to attend the lectures, participate actively, follow the instructions by the Program managers, comply with local laws and regulations and more in general behave in an appropriate manner, the Program Organisers reserve the right to expel the Participant and/or refuse to award the certificate. In such circumstance the Participant will not be entitled to any reimbursement of the Fees.

## **VIII. Photography and film material**

By accepting these General Terms and Conditions, the participant accepts that T.wai and the Program Organisers can freely use all photography, film and sound material that has been created by CMBP staff during the program which contains the participant, without asking further approval from the participant. The participant also accepts that T.wai can freely use photography, film and sound material that the student has submitted to social networks, such as Instagram, LinkedIn, Twitter and Facebook, under hashtag invented or promoted by the Program. It remains understood that such use will be limited to the advertisement and/or marketing of the Program or other academic initiatives by the Program Organisers, with the exclusion of any broader commercial use.

## **IX. Governing Law**

This agreement shall be governed by the laws of Italy, without regard to conflict of law provisions. Any dispute or claim arising out of or in connection with this agreement must be resolved by a court located in Italy.

CONTACT ADDRESS:

**ChinaMed Business Program**  
c/o Torino World Affairs Institute  
Corso Valdocco 2  
10122 Torino (Italy)  
E: [businessprogram@tochina.it](mailto:businessprogram@tochina.it)  
W: [www.chinamedbusiness.eu](http://www.chinamedbusiness.eu)

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