

# **General Terms and Conditions – HEC Paris PhD Program**

## **PhD Courses and/or Visiting Research Stay**

### **1. Presentation**

The aim of these General terms and Conditions (hereinafter referred to as the “Terms”) is to define the rights and obligations of the parties as part of the registration to PhD Courses (included Block Seminars) and/or Visiting Research Stay offered by HEC Paris to PhD students from other institutions. The description of the above options available to non-HEC PhD students is specified on the following website: [Admissions | HEC Paris](#)

These Terms shall govern the relationship between:

- The EESC HEC Paris, hereinafter referred to as “HEC Paris”, and
- The participant to the PhD Course and/or Visiting Research Stay, hereinafter referred to as the “Participant”,  
and, as the case may be,
- The person paying for the Participant’s enrollment in the PhD course and/or Visiting Research Stay, if this person is different from the Participant, hereinafter referred to as the “Client”.

HEC Paris reserves the right to modify the Terms at any time. In any case, the Terms applicable will be those figuring on the payment system on the date of the Participant’s or Client’s Order.

### **2. Definitions**

Participant: individual non-HEC PhD student enrolled in a PhD Course or in a Visiting Research Stay at HEC Paris.

Client: individual or legal personal paying for the Participant’s enrollment in the PhD Course and/or Research Stay, if this person is different from the Participant.

### **3. Scope**

These Terms are available both electronically and in hard copy.

The Terms shall apply to the Participant and, as the case may be, to the Client. Any application to the PhD Course and/or Visiting Research Stay and any payment related thereto shall imply unconditional acceptance and full compliance with these Terms by the Participant and, as the case may be, by the Client, who declare to have read and understood them. These Terms shall take precedence over any other documents, contractual or otherwise. If any provision of these Terms should be declared invalid or unwritten, the other provisions shall remain in full force and shall be interpreted to comply with the original intent of the parties.

HEC Paris reserves the right to modify these Terms at any time. In such case, the terms applicable to the Participant and, as the case may be, to the Client, shall be those in force on the date of their acceptance by the concerned party.

### **4. Purpose**

To apply to a PhD Course and/or Visiting Research Stay, the Participant must be enrolled in a PhD Program in another institution than HEC Paris and submit his/her application by sending the required application package specified on the HEC PhD website. HEC Paris will, discretionarily, determine whether the Participant shall be admitted in the PhD Course and/or Visiting Research Stay or not. The admissions decision will be specified by HEC Paris to the Participant by email. HEC Paris shall send such email by using the same email address as the one used by the Participant to submit the application. Once the application is accepted by HEC Paris, the Participant is considered as enrolled in the PhD Course and/or Visiting Research Stay. Consequently, payment of tuition is required accordingly to the deadline specified in the admissions letter. The Participant may withdraw from the PhD Course and/or Visiting Research Stay or cancel his/her participation according to article 7 below.

**PhD course(s) (included Block Seminars):** The services provided by HEC Paris include:

- access to course(s), online, hybrid or on-campus,
- course material (online or paper),

- access to all campus facilities (restaurants, sports and Learning Center) as any regular student during the course if the course takes place on campus.

**Housing:** HEC Paris offers housing on campus (under the condition of availability) to participants in the PhD Block Seminars organized on campus. The housing is not included in the course fee and are charged separately. The same rule of cancellation by HEC Paris applies as above.

**Visiting Research Stay:** The services provided by HEC Paris include:

- personal HEC email for the duration of the stay,
- student card for the duration of the stay
- access to the HEC student intranet,
- integration in the Research Department and participation in all department activities,
- research mentoring with Faculty,
- access to all campus facilities (restaurants, sports and Learning Center) as any regular student for the duration of the visit.

Participants in the Visiting Research Stay are required to read and complete a specific registration form including additional information on protection of personal data, to be returned to HEC Paris no later than on the first day of the stay.

**Housing:** The Participant may have access to on-campus housing under the condition of availability. Housing conditions and requirements (including financial conditions) shall be specified in a separate housing agreement to be signed by the Participant. Further information shall be specified in the email sent to the Participant upon his/her enrolment. The Participant acknowledge that housing is not included in the tuition and that such housing shall be directly and solely borne by the Participant or, as the case may be, by the Client.

### **5. Payment options of services**

Payment of services described in article 4 can either be made by bank transfer or online by credit card (Visa, Mastercard ...) via the Ogone platform. In some cases payment by credit card can be made directly at the Campus Cashier desk, upon approval by HEC Paris.

May the Participant or, as the case may be, the Client, wish to pay tuition by bank transfer, he/she shall ensure to clearly identify such transfer by adding his/her name on the bank transfer description, as well as the reference to the PhD Course and/or Visiting Research Stay.

Address of Institution:

HEC Paris, 1, rue de la Libération,  
F- 78351 Jouy en Josas

Bank code: 30004

Account number: 000 1091 6182

IBAN: FR 76 3000 4028 3700 0109 1618 294

Address of Bank:

B.N.P. PARIBAS IDF Institutions  
F- 78351 Jouy en Josas

Branch code: 02837

Key number: 94

BIC / SWIFT: BNP AFR PPXXX

*Please note: financial transfers to HEC Paris may not come, whether directly or indirectly, from a bank located in a country under embargo by France, the European Union, the United States or the United Nations on the date of the transfer.*

Amount to be paid by the Participant or, as the case may be, by the Client, are specified in the letter of admission. *All amounts shall be paid in one instalment, unless otherwise agreed in writing with HEC Paris PhD Office. If the full payment of the services is not received by HEC Paris at least one week prior to the start of the PhD Course and/or Visiting Research Stay, this agreement shall be terminated immediately, without any further requirement nor formality unless a special agreement has been made with the approval of the PhD Office.*

Prices shown are in Euros. They are net of taxes, as HEC Paris is not subject to VAT under the provisions of Article 261, item 4-4 of the General Tax Code. If required for your files the HEC Paris VAT: FR33817759186. May the Participant or, as the case may be, the Client, pay online, he/she will receive a payment receipt by email sent by the payment website. May the Participant or, as the case may be, the Client, pay by bank transfer, he/she will receive a payment receipt upon request to HEC Paris.

## **6. Cancellation by HEC Paris**

HEC Paris reserves the right to cancel any part of the PhD Course and/or Visiting Research Stay in cases of force majeure, as defined by article 1218 of the French Civil Code in its version thereof in force on the day this agreement is executed, without compensation.

HEC Paris reserves the right at any time to cancel all or part of a PhD Course if the number of participants is considered pedagogically insufficient. In addition, may the professors teaching the PhD Course be unavailable, HEC Paris may cancel all or part of the course at any time. In such a case, HEC Paris shall let the Participant know as soon as possible.

In case of cancellation before the beginning of the planned stay, the Participant or, as the case may be, the Client, shall provide HEC Paris with his/her bank account details to be reimbursed of the amount paid to HEC Paris in connection with the cancelled PhD Course. The reimbursement shall be done within ninety (90) days from reception of the Participant's, or as the case may be, the Client's, bank account details by HEC Paris. Any reimbursement shall be made in euros. In addition, HEC Paris shall only be liable to reimburse sums it has received from the Participant or, as the case may be, from the Client, exclusion of any taxes and/or fees paid by the Participant or, as the case may be, by the Client in connection with the initial payment made to HEC Paris.

*HEC PhD Block Seminar:* The course: The same rule of cancellation of the course by HEC Paris applies as above. Accommodation: HEC Paris offers housing on campus (under the condition of availability) to participants in the PhD Block Seminars organized on campus. The housing is not included in the course fee and are charged separately. The same rule of cancellation by HEC Paris applies as above.

## **7. Withdrawal and/or resignation by the Participant**

### **7.1 Right of withdrawal**

**Visiting PhD Researcher:** In accordance with article L.221-18 of the Consumer Code, the Participant has up to fourteen (14) days after signature of the Registration form to withdraw and thus resign from the Program without penalty and without giving any reason. The period is counted in calendar days. The Participant shall notify the HEC Paris PhD Office of the exercise of his/her right of withdrawal by email to the following address: [doctorat@hec.fr](mailto:doctorat@hec.fr). In the event of withdrawal by the Participant within the above-mentioned deadline, any payment already received by HEC Paris will be refunded.

**PhD courses:** In accordance with article L.221-18 of the Consumer Code, the Participant has up to fourteen (14) days after the payment date to withdraw from the course without penalty and without giving any reason. The period is counted in calendar days. The Participant shall notify the HEC Paris PhD Office of the exercise of his/her right of withdrawal by email to the following address: [doctorat@hec.fr](mailto:doctorat@hec.fr). In the event of withdrawal by the Participant within the above-mentioned deadline, any payment already received by HEC Paris will be refunded.

*HEC PhD Block Seminar:* HEC Paris offers housing on campus (under the condition of availability) to participants in the PhD Block Seminars organized on campus. The housing is not included in the course fee and are charged separately. In accordance with article L.221-18 of the Consumer Code, the Participant has up to fourteen (14) days after the payment date to withdraw from the course without penalty and without giving any reason. The period is counted in calendar days. The Participant shall notify the HEC Paris PhD Office of the exercise of his/her right of withdrawal by email to the following address: [doctorat@hec.fr](mailto:doctorat@hec.fr). In the event of withdrawal by the Participant within the

above-mentioned deadline, any payment already received by HEC Paris will be refunded.

## **7.2 Resignation**

The Participant may request to resign from the PhD Course and/or Visiting Research Stay at any time. The Participant shall then notify the PhD Office by email to the following address: [doctorat@hec.fr](mailto:doctorat@hec.fr). In case the resignation occurred after the expiration of the withdrawal delay above mentioned, even for health or disciplinary motive, the participant concerned will not be entitled to claim any refund of tuition fees already paid. This provision also applies in case of absence of the Participant during the stay even for health or for any other reasons whatsoever.

*HEC PhD Block Seminar:* HEC Paris offers housing on campus (under the condition of availability) to participants in the PhD Block Seminars organized on campus. The housing is not included in the course fee and are charged separately. The same rule of resignation applies as above.

## **8. Modification in course delivery**

The Participant is informed and agrees that if it deems that health and or safety conditions require it, all or part of the face-to-face courses offered by the Program may be delivered online, which does not give rise to any compensation on the part of HEC Paris. Moreover, if security or sanitary measures prevent the Participant from attending physically the Program, the Participant will not be entitled to claim any refund of tuition fees.

## **9. Exclusion**

The Participant may be excluded from the program if he/she does not respect the HEC rules and policies and show a disrespectful behaviour towards fellow students, professors, or staff. The exclusion shall be effective as of the date on which the letter notifying the Participant of said exclusion is sent by HEC Paris, as evidenced by the postmark. In this case the Participant will not be entitled to claim any refund of tuition fees.

## **10. Protection of Personal Data**

Personal data is collected for the registration of a PhD course and/or for a Visiting Research Stay as specified below:

HEC Paris undertakes to protect all personal data collected during the registration procedure for HEC Paris. The data collected is mainly those provided by the Participant i.e.:

- Details relative to civil status (first name, last name, date and place of birth, nationality),
- Communication channels (mail address, email address, telephone number),
- The Participants' motivations relative to their application to a training program delivered by HEC Paris,
- Travel insurance information,
- Information regarding the participant's practice in sport, if applicable.

In the context of this Registration, in addition to the processing operations indicated in the personal data protection policy of HEC Paris, the various departments of HEC Paris collect the Participant's personal data related to his or her application in order to:

- Manage the student card (for Visiting Research Stays only) and associated services as above mentioned,
- Manage the visitor's card for participants in courses and block seminars
- If relevant, manage the follow-up of the insurance obligations and guarantees as specified in the School Rules and Policies applicable to Individuals enrolled in HEC Paris Training,
- Ensure housing if applicable, and provide financial and administrative management,

In addition to the transfers indicated in the personal data protection policy of HEC Paris, HEC Paris may transfer the collected data relating to the Participant to:

- The managing body of HEC residences, enabling, where necessary, accommodation on campus. The data will be made available solely to staff members of HEC Paris requiring such data.

HEC Paris reserves the right to contact the Participant via the communication channel of its choice: phone, SMS, email (including to the Participant's personal address), or social media via LinkedIn, etc. The Participant may request that a particular channel of communication should not be used by HEC Paris, by sending their request to: [donnees-personnelles@hec.fr](mailto:donnees-personnelles@hec.fr) (subject: STOP Communication channel).

Certain services provided by HEC Paris are operated by third-party service providers who may consequently have access to certain personal data relative to the Participant.

These service providers will act strictly under instruction from HEC Paris and may use the data thus obtained for the sole purposes of the service provided, unless the Participant explicitly accepts that his/her data be used for the service providers' own needs. The Participant acknowledges that the service provider may be located outside of EU territory and accepts that his/her data be transferred to this location. In this event, HEC Paris will take all the necessary measures to ensure that the partner presents an adequate level of personal data protection with regard to French law. The data collected will be stored for the duration strictly necessary for the implementation of the corresponding treatment.

This duration may vary according to the category of the data concerned, the participant profile or the treatment in question. Certain data will also be depersonalized and may be stored by HEC Paris for an unlimited period.

For more information on the Participant's rights and data, please visit <https://www.hec.edu/en/data-privacy-policy>.

## **11. Liability**

Each Participant commits to comply with the Internal Regulations of HEC Paris.

Under no circumstances can HEC Paris be held liable for accidents (damage, loss of property and personal effects etc.) occurring during the stay of the Participant unless the direct responsibility of an HEC Paris agent is involved.

Visiting PhD Researcher: To comply with the HEC Paris Administrative Rules, the visiting PhD researcher undertakes to take out the following insurances policies covering his/her stay, covering at minimum:

- Health - medical expenses in France (doctor, hospital, etc),
- Civil liability,
- Repatriation assistance,
- Individual accident.

Before the start of the stay, the Participant will sign a sworn statement certifying that he/she has taken out the above-mentioned insurance cover.

PhD course participant (included Block Seminar): It is the sole responsibility of the Participant to subscribe to the necessary insurance policies prior to arrival to HEC. In particular, the Participant shall be sure to have the necessary insurance that covers:

- Travel health insurance (for international Participants)
- Civil liability.

## **12. Settlement of disputes**

The Terms are governed by French Law. In the event of a dispute between the Parties (except in the event of a breach of HEC Paris' Internal Regulations, which, if applicable, will be subject to the

provisions of the said Regulations), the Parties will attempt to settle it amicably.

In the absence of an amicable resolution of their dispute thirty (30) days after the beginning of their negotiations, the Parties may resort to a mediation procedure, by referring the matter to the National Association of Mediators (ANM):

- by mail at Association nationale des médiateurs 62 rue Tiquetonne 75002 Paris - France;
- or on the ANM website: <https://www.anm-mediation.com/page-contact.php>

In the absence of a resolution at the end of the mediation, the Parties may refer the matter to the competent French court.

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