

WISSENSCHAFTLICHE EINRICHTUNG DER LÄNDER AN DER HUMBOLDT-UNIVERSITÄT ZU BERLIN E.V.

Conditions of participation for workshops of the "Academies on Methods of Empirical Educational Research" of the FDZ at the IQB

This text is a translation of the original German text. The German text shall prevail in case of doubt or dispute.¹

1. Scope and definition

By registering for one or more workshops of an "Academy on Methods of Empirical Educational Research" (hereinafter referred to as the "Academy"), participants accept the following "Conditions of Participation of the FDZ at the IQB".

2. Registration and payment

- Registration takes place exclusively online via the registration form provided on the event website.
- By registering, participants undertake to pay the participation fee in full and in due time after receipt of the invoice. Payment can only be made by bank transfer.
- The prices for the individual events can be found in the respective information on the website of the event portal.
- The receipt of the registration request is first confirmed by an automatically generated email; this informs the participants whether a place in the selected workshop is available or whether they have only been placed on the waiting list. However, the registration will only be bindingly confirmed after an examination by the FDZ at the IQB in the course of the invoicing process.
- The invoice for the participation fees will either be provided electronically or sent by email. VAT does not accrue. The participation fee is due one week after the registration deadline; for persons who are invited after the registration deadline to participate as substitutes, the due date will be determined individually.
- With receipt of payment the registration is bindingly confirmed. If payment is not made on time, the FDZ at the IQB reserves the right to assign the place to other substitutes.
- With the full and timely payment of the participation fee, the registered participants obtain the right to participate in the booked event.

¹ translated into English with www.deepL.com/Translator

3. Cancellation of participation: conditions

a. Cancellation by participants: Cancellation conditions

- Registered persons can cancel their participation in the Academy or individual workshops at any time. The declaration of withdrawal must be made in writing by post or email to the FDZ at IQB. The date of receipt by the FDZ at the IQB is decisive.
- Payments already made will be refunded as follows in the event of cancellation:
 - for cancellations up to three weeks before the start of the event: 100%
 - $\circ~$ in case of cancellation less than three weeks, but longer than one week before the start of the event: 50%
 - in case of cancellation one week or less before the start of the event: no refund
- In the case of an Academy lasting several days, "start of event" means the first day of the entire event, even if the individual component (workshop) booked does not fall on the first day of the entire event.
- Refunds will be made after the close of the event.
- If participants withdraw from participation less than three weeks before the start of the event and have not yet paid the participation fee at the time of withdrawal, the withdrawal shall not release them from their obligation to pay the participation fee. In this case participants will be charged
 - 50% of the participation fee in the event of cancellation between three weeks and one week before the start of the event and
 - $\circ~$ 100 % of the participation fee in the event of cancellation one week or less before the start of the event

as cancellation costs.

• In the event that participants fail to pay their participation or cancellation fees despite a reminder, the FDZ at IQB reserves the right to take legal action. Participants remain liable for payment of the participation fee even if payment is to be made by a third party (e.g. university, employer).

b. Cancellation by the FDZ at the IQB

- The FDZ at the IQB reserves the right to cancel an event up to two weeks before the start date, e.g. because too few registrations have been received. In this case, participants will be given a place in another event (if applicable and available) or a full refund of the participation fee. Further claims for damages due to the cancellation of an event are excluded.
- If an event or an event component (workshop) is considerably impeded, endangered or impaired as a result of unforeseeable force majeure or for reasons beyond the control of the FDZ at IQB (e.g. insufficient number of participants due to short-term cancellations, short-term unavailability of lecturers without the possibility of a replacement), it can be cancelled until immediately before the start of the relevant component. In the event of cancellation by the FDZ at the IQB, participants will receive a full refund of the participation fee they have paid. Further claims are excluded.
- The FDZ at IQB reserves the right to modify details of individual events (e.g. to change lecturers or to change the schedule of events) if circumstances require such a change. Participants cannot derive any claims from this, e.g. for free cancellation or reduction of the participation fee.

4. Liability / duties of the participants

- Participants are requested to follow the instructions of the organisers when using the event facilities and equipment. This includes in particular the general ban on smoking in the event venues and the associated buildings as well as other stipulations of the house rules (not applicable for events that are held online, see below, no. 9.).
- Participants are responsible and liable for any damage resulting from their personal nonobservance of these rules.
- The FDZ at the IQB is liable for damages in connection with the execution of events only in the event of intent or gross negligence. The limitation of liability does not apply to damages resulting from injury to life, body or health resulting from a negligent or intentional breach of duty by the FDZ at the IQB or an intentional or negligent breach of duty by a legal representative or vicarious agent of the FDZ at the IQB.
- The FDZ at the IQB is not liable for damage caused by accidents and theft. The participants themselves are responsible for looking after their private property.
- The FDZ at the IQB is entitled to exclude participants from further participation in special cases, e.g. default in payment, disruption of the event or violations of the house rules.

5. Services provided by the FDZ at the IQB

- In addition to the event itself, course materials (if available) as well as snacks and drinks during the breaks are included (not applicable for events that are held online, see below, no. 9.). Main meals and travel and accommodation costs are not provided or paid for by the FDZ at the IQB.
- Participants will receive a written confirmation of participation.

6. Data protection

- The personal data provided by the participants upon registration will be stored and processed exclusively to hold the event, including invoicing and, if applicable, order for payment procedures. If participants have consented to further data processing at the time of registration or at the event, this data will only be stored and processed for the purposes stated in each case. Data will not be passed on to third parties unless this is necessary for the fulfilment of contractual obligations or for the realisation, preparation and follow-up of the event by the FDZ at the IQB and by the lecturers and/or unless there is a legal obligation to pass on data to third parties.
- Further information on data protection and on the purpose, type and scope of the collection, processing and use of personal data on the website can be found in the data protection declaration, which can be accessed at any time by clicking on the link https://www.iqb.hu-berlin.de/institut/datenschutzerklaerung.
- The pseudonymised data of the participants (status, subject area) are statistically evaluated by the FDZ at IQB for quality assurance purposes. However, this is done exclusively without any possibility of identifying individual participants.

7. Copyright

- All work documents issued are protected by copyright and may not be reproduced or distributed not even in extracts without the consent of the copyright holder.
- By participating in a workshop, participants acknowledge their obligation to observe the following guidelines in connection with this workshop regarding the rights to data used in the workshop for demonstration and practice purposes:
 - Participation in the workshop does not imply any rights to the data used.

- Any publication of the calculations performed in the workshop is only permitted with the express written consent of the FDZ at IQB.
- These guidelines are valid indefinitely; the IQB reserves the right to take civil action in cases of non-compliance.

8. Technical requirements for participation in on-site Academy workshops

For the practical part of the workshops, participants must bring their own laptop on which the software required for the respective workshop is installed. Information on the required software can be found in the abstract of the respective workshop or will be communicated to the participants in time before the start of the event.

- 9. Special conditions for conducting Academy workshops as online events ("online workshops")
- The FDZ at IQB uses the "Zoom" tool to conduct online events. Zoom is a service of Zoom Video Communications, Inc, which is based in the USA. The FDZ uses a Zoom campus licence provided by the Humboldt University of Berlin. Humboldt University provides information on its website about <u>data protection and security at Zoom</u>. Further Information on Zoom's data protection can be found at <u>https://zoom.us/privacy</u> and <u>https://zoom.us/de-de/privacy.html</u>.
- Technical requirements for using Zoom for participation in FDZ online academies or individual online workshops:
 - Computer or mobile device with speakers (alternative: headphones)
 - stable internet connection
 - \circ Web camera (video): not a condition (participants can also disable the video function)
 - Microphone (audio): recommended (but it is also possible to participate via text chat only)
- More detailed system requirements can be found at <u>system requirements</u>.
- Particpants can test their technical equipment in advance via the website https://zoom.us/test.
- Participants will receive invitations by e-mail in good time before the start of the event with a link to download the free zoom software and with the necessary access data to register for zoom meetings for the online workshops booked. The prerequisite for this is the timely payment of the participation fee to the FDZ at the IQB.
- Participants need to install the software required for the respective workshop on their PC or laptop in good time before the workshop begins. Information about the required software can be found in the abstract of the respective workshop or will be communicated to the participants in time before the beginning of the workshop.