General Terms and Conditions of Participation in EPLC Courses

ERA's General Terms and Conditions: These EPLC terms and conditions replace <u>ERA's</u> <u>general terms and conditions</u> entirely, except for Part I, Part II B and C, and Part III thereof.

II- General terms and conditions for EPLC courses

A - Conditions of participation

- **1.** Participation is open to legal practitioners and interested parties wishing to litigate before the UPC, especially European Patent Attorneys.
- **2.** The number of places available is limited (30 places). Applications will be accepted on a first-come-first-served basis. Each participant must fill in the complete contact and invoice data during application.
- **3.** Participation will be subject to a verification procedure. Verification will be based on professional eligibility. ERA reserves the right to ask the applicant to prove their entitlement by producing a relevant professional document. A satisfactory level of English is recommended for participation.
- **4.** Applications should be submitted at the latest five calendar days prior to the start of the course. This shall not affect the cancellation conditions (see §§ 10-13 below).

B - Invoicing and discounts

Invoicing

- **5.** The registration fee of 3 900EUR includes lunch(es), beverages consumed during the on-site events, the conference documents and attendance at evening function(s) (if applicable), online tutorials, court visits and the examination and awarding of the certificate. An additional fee of 300EUR will be levied if the participant has to retake the examination.
- **6.** The application is a legally binding registration upon sending of the invoice and can only be cancelled according to the conditions described below (§§ 10-13).
- **7.** The participant may pay either immediately by credit card or PayPal, or within 15 days of registration by bank transfer. Participation will not be possible without prior payment. Upon request, however, the fee can be paid in three instalments, the first of which shall be paid at least 5 calendar days prior to the start of the course. The last instalment shall be paid at least two months before the end of the course.
- **8.** No matter the payment option chosen, the Academy will send the participant an invoice. The Academy does not accept the use of centralised, company or organisation platforms or portals. The Academy is entitled to charge a handling fee

- of 40 EUR for subsequent invoice changes or other special requests regarding invoicing.
- **9.** The participant must book and cover their own travel and accommodation expenses.

C - Cancellation

- **10.** The Academy reserves the right to cancel the event up to 14 days before the planned start of the first training module. In this case, registration fees received will be fully reimbursed.
- **11.** The Academy will not be liable for any damage caused by the cancellation or change of dates announced 14 days before each event. The Academy recommends taking out travel cancellation insurance when booking your trip.
- **12.** The participant may cancel their application without charge within 14 days after submission and thereby accepting these terms and conditions, provided that (a) they inform the Academy in writing and (b) the event has not yet taken place.
- **13.** After the deadline stated in paragraph 13, if notice of cancellation is received by the Academy at least 30 days before the event, a handling fee of EUR 40 will be charged. For cancellations received between 30 days and 14 days before the event, 50% of the registration fee will be charged. For cancellations received less than 14 days before the event, 90% of the registration fee will be charged. The participant may alternatively arrange for someone to attend the event in their place.

D - Travel and Accommodation Expenses

14. Participants are required to book their travel and accommodation at their own expense.

E - Conditions to obtain the EPLC certification EPLC

- **15.** Participation during the whole course is required and participants' presence will be recorded.
- **16.** A list of participants including each participant's professional address will be made available to all participants unless ERA receives written objection from the participant no later than 7 days prior to the beginning of the event.
- **17.** Participants will be asked to give permission for their address and other relevant information to be stored in ERA's database in order to provide information about future ERA events, publications and/or other developments in the participant's area of interest.
- **18.** The European Patent Litigation Certificate will be distributed within 14 days after the end of the course to participants who fulfill the conditions mentioned in §1 and

- §3, have successfully passed the EPLC oral and written examinations, and who have completed a minimum of 120 hours of training.
- **19.** A standard certificate of attendance will be distributed to participants who do not fulfill the conditions mentioned in §1, § 3 and §18.