

SR21- INSTITUTE FOR SCIENTIFIC RESEARCH

TERMS AND CONDITIONS OF USE

Effective Date: 01/03/2025

Governing Law: Switzerland

Jurisdiction: Courts of Zürich, Switzerland

DEFINITIONS

For the purposes of these Terms:

- “Institute” means SR21- Institute for Scientific Research, Zurich.
- “User” / “Participant” means any individual or entity accessing services.
- “Services” include programmes, research outputs, website access, and institutional activities.
- “Programmes” refer to structured academic or research-based offerings.
- “Awards” refer to qualifications, recognitions, or distinctions issued by the Institute.

1. CONTRACT FORMATION AND ACCEPTANCE

1.1 These Terms constitute a legally binding agreement under Articles 1–18 of the Swiss Code of Obligations (CO).

1.2 A binding contract is formed when the User:

- accesses the Institute’s website or services.
- submits an application. or
- makes payment for any programme or service.

1.3 Continued use of Services constitutes ongoing acceptance of these Terms.

2. INSTITUTIONAL STATUS AND LEGAL POSITION

2.1 SR21- Institute for Scientific Research, Zurich is a privately constituted institute under Swiss law.

2.2 The Institute operates independently and is not a state-recognised higher education institution under the Swiss Higher Education Act (HEdA).

2.3 The Institute functions as a degree awarding, closed-circle research, and advanced studies institution, focusing on knowledge production and transfer.

3. NATURE OF PROGRAMMES AND AWARDS

3.1 The Institute offers structured programmes at undergraduate, postgraduate, and doctoral levels within its independent institutional framework.

3.2 Awards issued by the Institute:

- reflect demonstrated academic or professional capability.
- are institution-specific recognitions.
- do not automatically confer state recognition or equivalence within national or international qualification frameworks (including Bologna Process structures).

3.3 Users accept full responsibility for verifying external recognition requirements.

4. ADMISSIONS AND PARTICIPATION

4.1 Admission is selective and discretionary.

4.2 The Institute reserves the right to:

- accept or reject applications without providing reasons.
- withdraw admission where false or misleading information is identified.

4.3 All admissions processes are conducted in accordance with:

- applicable Swiss non-discrimination principles.
- relevant UK/EU equality laws, where applicable.

5. FEES, PAYMENTS, AND REFUNDS

5.1 Fees are payable in accordance with issued invoices and agreed schedules.

5.2 Fees are non-refundable, except:

- where required by applicable law.
- in cases of documented exceptional circumstances (e.g., medical, or legal impediment).
- where the Institute cancels a programme.

5.3 In cross-border cases, mandatory consumer protection provisions under UK and EU law shall apply where legally required.

5.4 Failure to meet payment obligations may result in:

- suspension of access.
- withholding of awards.
- termination of participation.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All materials, content, and intellectual outputs remain the property of the Institute unless otherwise agreed in writing.

6.2 Users are granted a limited, non-exclusive, non-transferable licence for personal and academic use only.

6.3 Unauthorised reproduction, distribution, or commercial use is prohibited.

6.4 Intellectual property generated by Users:

- remains the User's property unless created within Institute-funded or directed research.
- may be subject to shared or assigned rights under separate agreements.

7. CONFIDENTIALITY

7.1 Users shall maintain confidentiality of:

- proprietary information.
- research data.
- institutional materials designated as confidential.

7.2 This obligation continues:

- during participation. and
- for a period of five (5) years following termination.

7.3 Exceptions apply where disclosure is:

- required by law. or
- authorised in writing by the Institute.

8. DATA PROTECTION AND PRIVACY

8.1 The Institute processes personal data in accordance with:

- Swiss Federal Act on Data Protection (FADP, rev. 2023).
- UK GDPR.
- EU GDPR, where applicable.

8.2 Legal Basis for Processing

Processing is based on:

- contractual necessity.
- legal obligations.
- legitimate interests.
- explicit consent (where required).

8.3 Data Subject Rights

Users have the right to:

- access their data.
- request rectification.
- request erasure (subject to legal limitations).
- restrict or object to processing.
- data portability (where applicable).

8.4 Data Retention

Data is retained only as long as necessary for:

- contractual obligations.
- legal compliance.
- institutional record-keeping.

8.5 Cross-Border Transfers

Data may be transferred internationally where:

- adequate safeguards are in place.
- standard contractual clauses or equivalent mechanisms are used.

8.6 Supervisory Authority

Users may lodge complaints with:

- Swiss FDPIC.
- UK ICO.
- relevant EU supervisory authority.

9. CODE OF CONDUCT

9.1 Users must act with:

- integrity.

- professionalism.
- respect for institutional standards.

9.2 Misconduct may result in:

- suspension.
- termination.
- revocation of awards (where justified).

9.3 Users have the right to request a review of disciplinary decisions.

10. LIMITATION OF LIABILITY

10.1 The Institute shall not be liable for:

- indirect or consequential damages.
- loss of opportunity, income, or reputation.

10.2 Nothing in these Terms excludes or limits liability for:

- gross negligence.
- wilful misconduct.
- liability that cannot be excluded under Swiss law (CO Art. 100).

11. EXTERNAL RECOGNITION DISCLAIMER

11.1 Recognition of Institute awards by third parties:

- varies by jurisdiction.
- is not guaranteed.
- remains outside the control of the Institute.

12. WEBSITE USE AND CYBERSECURITY

12.1 Users shall not:

- engage in unlawful activity.
- attempt unauthorised system access.
- disrupt or compromise system integrity.

12.2 The Institute reserves the right to:

- monitor usage.
- suspend access for security reasons.

13. AMENDMENTS

13.1 The Institute may amend these Terms at any time.

13.2 Material changes will be communicated via:

- website publication. or
- direct notification where appropriate.

13.3 Continued use constitutes acceptance of updated Terms.

14. TERMINATION

14.1 The Institute may terminate or suspend access where:

- Terms are breached.
- operational or legal requirements necessitate action.

14.2 Termination decisions shall be:

- proportionate.
- subject to internal review upon request.

15. FORCE MAJEURE

15.1 The Institute shall not be liable for failure or delay caused by events beyond reasonable control, including:

- natural disasters.
- conflict.
- regulatory changes.
- infrastructure failure.

16. SEVERABILITY

16.1 If any provision is deemed invalid, the remaining provisions shall remain fully enforceable.

17. ENTIRE AGREEMENT

17.1 These Terms constitute the entire agreement between the parties and supersede all prior arrangements.

18. GOVERNING LAW AND JURISDICTION

18.1 These Terms are governed exclusively by Swiss law.

18.2 The courts of Zürich, Switzerland shall have exclusive jurisdiction.

19. CONTACT INFORMATION

SR21 INSTITUTE FOR SCIENTIFIC RESEARCH

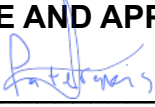
Scheuchzerstrasse 33

8006 Zürich

Switzerland

Website: www.sr21.ch

20. SIGNATURE AND APPROVAL

Signature: 

Name: C. E. Paterakis

Position: Director

Place: Zurich, Switzerland

Date of Approval: 18 / 12 / 2025

Review Date: 11 / 01 / 2026