AGREEMENT

1. SUMMARY

CEIPI (University of Strasbourg) located 7 rue de l’Écarlate CS 20024 67082 Strasbourg Cedex, is holding the following course:

University Diploma on “Contentieux des brevets en Europe” / “Patent Litigation in Europe”

2. PARTICULARS

The course will take place during the academic year 2020/2021 from October 2020 to June 2021. Upon successful completion of the course, the qualification shall be certified by a University Diploma on Patent Litigation in Europe.

During a period of one year from the entry into force of the Agreement on a Unified Patent Court, the CEIPI Diploma on Patent litigation in Europe will be deemed as appropriate qualification for a European Patent Attorneys to represent parties before the UPC as established pursuant the Rules on Patent Litigation Certificate and Other Appropriate Qualifications pursuant to article 48(2) of the Agreement on a Unified Patent Court.

Participants to the course can be:
- European Patent Attorneys with practice before the EPO Boards of Appeal and/or national patent litigation courts (as representatives of parties, private or court appointed experts or judges).
- Attorneys at law or academic lawyers who have proven knowledge and experience in patent law.
- Those who do not fulfill these conditions may still be accepted upon a proven record of expertise in the area of patent drafting and practice.

3. PARTICIPANT

The course will be attended by: □ Mr □ Mrs

Name: ...........................................................................................................
First name: .................................................................................................
Nationality: .................................................................................................
Company: .................................................................................................
Position: ......................................................................................................

Phone: ...................................................................................................... E-mail: ......................................................................................................

4. TUITIONS FEES

The tuition fees will be due and be paid either by (referred to as the client):

☐ the Company

- Please add an original letter, signed and stamped by your manager, confirming the company will bear the cost of this course and specifying the invoicing address of your company

⚠ Please be advised that without this letter, no enrolment will be valid!

- Please indicate the VAT-ID number of your company: .............................................
  (TVA intracommunautaire / Umsatzsteueridentifikationsnummer)
- If your company is working with purchase orders, please send it before the beginning of course.

☐ the participant

Personal address: ..............................................................................................
..........................................................................................................................
The above-named entity will pay the amount of 3 850 € for the training fees (approved by the University of Strasbourg Administration Board).

This is a net rate, the University not being liable to VAT.

Payment to be made to the order of: Monsieur l'Agent Comptable de l'Université de Strasbourg (bank transfer).

Bank transfer: transfer the registration fees to the following account (including bank fees) on receipt of the invoice, after the beginning of the course

TRESORERIE GENERALE-25 AV DES VOSGES-67070 STRASBOURG CEDEX

IBAN : FR76 1007 1670 0000 0010 0620 018 - BIC: TRPUFRP1

(Please state your name and invoice number on the bank transfer)

5. CANCELLATION, POSTPONEMENT, or INTERRUPTION OF THE TRAINING

i. By the client

Any cancellation must be communicated in writing. For individuals and legal entities, in the event of cancellation, except in the cases listed in Article 6 hereof and in cases of force majeure, CEIPI-University of Strasbourg reserves the right to invoice the full price of the service. In the event of cancellation after the start of the service, absence, abandonment or non-performance of the planned training, the CEIPI-University of Strasbourg will invoice the client for the full price of the service. In the particular cases of absence or abandonment of the participant leading to a reduction in the amount of the training costs covered by the planned company, the CEIPI-University of Strasbourg reserves the right to invoice the participants the outstanding sums. If abandonment is due to a case listed in Article 6 or to a case of force majeure, duly acknowledged and reported by the client by registered letter with acknowledgement of receipt, enclosing all relevant supporting documents, payment is due pro-rata for the hours of training provided by the CEIPI-University of Strasbourg up to the date of receipt of the letter.

ii. By the CEIPI-University of Strasbourg

The CEIPI-University of Strasbourg reserves the right to postpone or cancel the training action, in particular in the event that the number of participants is insufficient to ensure the appropriate running of the training session. In this case, the client will be notified as soon as possible of such cancellation or postponement. No compensation can be paid to the client and, in any event, the reservation, travel and accommodation costs incurred cannot be reimbursed. Exceptionally and in the cases listed in Article 6 or in case of force majeure according to Article 6, the CEIPI-University of Strasbourg reserves the right:

- to replace the lecturers initially planned to provide the training action by others, guaranteeing training of identical quality
- in the event that the training cannot take place face-to-face under the planned conditions, to set up the training in accordance with appropriate arrangements, making it possible to meet the objectives set out in the training programme,
- to cancel the training.

In all these cases, no indemnity or compensation can be requested by the client. In the event of partial completion of the training by the CEIPI-University of Strasbourg, the invoicing may be made on a pro-rata basis of the hours completed in relation to the number of hours planned.

6. FORCE MAJEURE

The CEIPI-University of Strasbourg cannot be responsible if the failure to perform or the delay in performing one of its obligations described in the present agreement results from a case of force majeure, understood as any external, unforeseeable and uncontrollable event within the meaning of administrative jurisprudence.

The following cases will also be considered exempt from liability: the illness or accident of a lecturer, strikes or social disputes within or outside the CEIPI-University of Strasbourg, natural disasters, fires, interruption of telecommunications or energy supply in the country of the training provider, interruption of transport of any kind, declared or undeclared war events, general labour strikes, epidemic and pandemic diseases, quarantine, fire, exceptional floods, accidents or other events beyond the control of both parties.
7. EFFECTIVE REGISTRATION DATE

Registration will be effective on receipt of the signed agreement.
If a client is a natural person undertaking the training action on an individual basis and at his own expense, he may withdraw from the contract within 14 days of signing it.

“I confirm my registration and accept general terms”
"Approved by the manager who certifies reading this agreement and pledge to respect its terms."

City: .................................................. Date: ..................................................

The participant: (name and signature) The manager: (name and signature)