

## 1. Introduction

The Centre for International Intellectual Property Studies - CEIPI is part of the University of Strasbourg. Its address is 7 rue de l'Écarlate 67082 STRASBOURG CEDEX (SIRET 130 005 457 00804).

CEIPI develops, offers and dispenses degree and non-degree courses, scientific conferences and symposia, either face-to-face, via distance learning or hybrid courses (combining both face-to-face and distance learning). All of these services are referred to below as training activities.

## 2. Purpose

These general terms and conditions of sale apply to all the services listed in Article 1, dispensed by CEIPI and subject to special pricing. They do not apply to national degrees subject to the collection of basic university fees only.

Registration by the client for one or more of the training courses offered, whether through a contract, an agreement or purchase order, implies the client's full and unreserved acceptance of these general terms and conditions of sale. Any term or condition to the contrary, including but not limited to any general or special condition asserted by the client, shall not prevail over these terms and conditions, unless formally accepted in writing by CEIPI, regardless of when it may have been brought to the client's attention. The client company undertakes to ensure that all its employees, servants and agents comply with these terms and conditions. The client also acknowledges that, prior to any registration, the client has received sufficient information and advice from CEIPI, enabling them to ensure that the services offered meet their needs.

## 3. Registration

All registrations must be accompanied by the required registration documents, depending on the service chosen and the applicant's situation, duly completed and sent to CEIPI by e-mail or by post to: CEIPI – 7 rue de l'Écarlate - 67082 STRASBOURG CEDEX. CEIPI must be informed of the arrangements for financing and paying training costs at the time of registration.

## 4. The parties' respective obligations

For any registration on a training course, the client undertakes to return a training contract or agreement to CEIPI before the course begins, signed and stamped by the company where applicable.

If the client is a person undertaking the training course as part of continuation training on an individual basis and at their own expense, a vocational training contract will be drawn up for all registrations pursuant to the provisions of article L. 6353-3 of the French Employment Code.

If the client is a person undertaking the course as part of their initial training on an individual basis and at their own expense, a training agreement will be drawn up for all registrations.

The training course takes place in compliance with the programme provided to the client.

The invoice(s) are sent to the client (or to the paying organisation named by the client) in accordance with the terms and conditions specified in the training contract or agreement.

An end-of-course certificate is issued to each participant who has completed the entire course. In the event of partial participation, a certificate of completion can be provided on request and is issued automatically if the project is funded by an OPCO (a Government approved vocational training organisation) or any other body.

## 5. Cancellation or postponement by the client

All cancellations must be notified in writing.

If the client is an individual undertaking the training course on an individual basis and at their own expense, they may withdraw from the contract within 14 days of signing it, either electronically or by post.

For individuals and legal entities, if a service provision is cancelled in the month preceding its start date, except in the cases listed in article 18 of these conditions and in cases of force majeure, CEIPI will issue an invoice for the sums that it has actually spent or incurred for the provision of this service and reserves the right to invoice cancellation fees, which may amount to the full price of the service.

In the event of cancellation after a service starts, absence, withdrawal or failure to complete the activities planned, CEIPI will invoice the client for the full price of the service.

In the special case of a participant's absence or withdrawal resulting in a reduction of training cost coverage by an OPCO (a

Government approved vocational training organisation), CEIPI reserves the right to invoice the employer for the sums due.

If the withdrawal is the result of an event listed in article 18 or a force majeure event duly recognised and notified by the client by registered letter with acknowledgement of receipt enclosing all relevant substantiating documents, payment is due on a pro rata basis for the hours of training provided (plus the amount of national duties for degree courses) by CEIPI up to the date of receipt of the letter.

Except for degree courses, CEIPI gives the client the option, before the course begins, of replacing the registered participant with a person of the same profile and the same needs.

## 6. Cancellation or postponement by CEIPI

CEIPI expressly reserves the right to postpone or cancel a training course, notably if the number of participants is insufficient to ensure that the course is dispensed smoothly. In this case, the client will be informed of the cancellation or postponement as soon as possible. No compensation will be paid to the client and, in all events, no refund will be made for any travel arrangements or accommodation booked before the confirmation to appear at the course venue is received.

Exceptionally, in the cases listed in Article 18 or in cases of force majeure, CEIPI expressly reserves the right to:

- replace the instructors initially scheduled to dispense the training course with others who provide the same degree of educational quality,
- if the training course cannot take place face-to-face in the terms and conditions provided for, CEIPI may plan the training course using appropriate methods that meet the objectives set out in the training programme,
- cancel the training course.

In all the cases above, no indemnity or compensation may be claimed by the client.

If CEIPI is responsible for partial completion of a training course, the number of hours completed may be invoiced on a pro rata basis in relation to the number of hours initially planned.

## 7. Payment

Training course prices are not subject to VAT and are all-inclusive.

For face-to-face sessions, and if indicated on the programme, prices include refreshment breaks and lunches.

For individual clients who pay for their own training, CEIPI may accept payment in instalments depending on the cost of the training course.

The invoice will be issued on the basis of the billing details provided at the beginning of this form. The amount may be increased by a flat-rate penalty of €50.00 for any invoice that has to be reissued at the client's request or after failure to notify a change in the client's billing details before the invoice is issued.

## Payment by a Government approved vocational training organisation (OPCO)

In the event of payment by a Government approved vocational training organisation to which the client belongs, the client is responsible for applying to the OPCO for reimbursement before the training course begins. The financing agreement must be forwarded before the start of the training course. In the event of partial reimbursement by the Government approved vocational training organisation (OPCO), the difference will be invoiced directly to the client. If CEIPI does not receive the OPCO's agreement to advance the costs before the end of the training course, it reserves the right to invoice the client for the full price of the training course.

## 8. Payment default

If payment is not received within 30 days of the invoice date, a reminder letter or e-mail will be sent to the debtor.

If the debt cannot be recovered amicably, an enforceable statement will be sent to the debtor by the University of Strasbourg Accounting Officer, who will proceed with legal recovery unless payment is made within 15 days. These proceedings will incur additional costs for the debtor.

For individuals with a payment schedule, failure to meet a due date without providing a reason will result in the termination of

the payment schedule and the initiation of legal proceedings, which will be taken out by the Accounting Agency.

Any training course completed and attended that has not been paid for will not be available for re-registration at the university.

## 9. Distance learning or hybrid courses

### Description

CEIPI provides distance learning and hybrid courses.

CEIPI undertakes to provide distance training participants with the tools they need to complete the course effectively: teaching resources in a variety of formats, virtual classrooms, communication tools and document repositories.

### Access to tools, resources and usage rights

To access tools and resources, each participant will receive their login credentials by email. Users are solely responsible for the storage and privacy of these credentials and undertake not to communicate, transfer, sell or rent them to a third party. The client warrants and represents to CEIPI that all participants will comply with this clause and will be liable for any fraudulent or abusive use of these credentials. In the event of a breach of the inalienability clause or if such information is shared, CEIPI reserves the right to suspend the service without compensation, prior notice or prior warning.

Access to tools and resources is available throughout the duration of the course. The terms and conditions of use are specified in the information made available to the participant.

### Prerequisites

Before the remote session begins, each user is given a list of the technical prerequisites. At the client's request, a preliminary trial may be carried out before the purchase order is signed to make sure that the client's technical environment is compatible with the available tools; the client may not claim incompatibility or inability to access the tools after the preliminary trial.

### Interruption of service

CEIPI endeavours to provide access to the platform 24/7 for the duration of the user's access rights, but may be required to interrupt access at any time without prior notice, all without entitlement to compensation in the event of:

- force majeure or an event beyond the control of CEIPI and any failures that may occur
- maintenance work required for proper operation. Participants will be notified by email.

Users acknowledge and accept that CEIPI is not liable for any consequences that may result from an interruption of service for the participant. Furthermore, CEIPI cannot be held responsible if access to the tools and resources is not possible.

CEIPI will do its utmost to make certain that access to tools and resources operates reliably and continuously. However, the client acknowledges that no-one is able to guarantee that the Internet will function properly.

### Technical support

CEIPI provides users with technical support. Assistance is intended to identify malfunctions and, depending on the difficulty encountered, either to provide an immediate response or to provide an acceptable workaround solution as quickly as possible. The contact details for this technical assistance are set out in the pedagogical appendix to the training course.

### Distance courses on Moodle

Some distance learning courses are dispensed on Moodle. In this case, the legal notices can be viewed here:

<https://services-numeriques.unistra.fr/index.php?id=1268>

### Distance courses on Zoom

Some distance learning courses are dispensed on Zoom. In this case, the legal notices can be viewed here:

<https://explore.zoom.us/fr/privacy/>

## 10. Registration via the "Mon Compte Formation" application

The general terms and conditions of use applying to the online service state the specific contractual terms and conditions between participants and training organisations. They apply as soon as the application is used and take precedence over any provisions that conflict with these general terms and conditions of sale.

The terms and conditions can be viewed on the website:

<https://www.moncompteformation.gouv.fr/espace-public/conditions-generales-dutilisation>

## 11. Mediation

Trainees and clients may contact CEIPI's management.

## 12. Intellectual Property

Training course content is protected by national and international copyright and neighbouring rights provisions.

CEIPI is the sole owner of the intellectual property rights for all the training courses it provides to its clients.

For this purpose, all content and teaching aids, regardless of the media (hardcopy, electronic, digital, oral, etc.) used by CEIPI to dispense training services remain the exclusive property of CEIPI. In view of the above, they may not be used, transformed, reproduced or commercially exploited in any way not expressly authorised within or outside the client's premises without CEIPI's express agreement. Notably, the client undertakes not to use training course content to train anyone other than its own personnel and accepts liability on the basis of articles L. 122-4 and L. 335-2 et seq. of the French Intellectual Property Code in the event of unauthorised transfer or disclosure of the content. Any reproduction, representation, editing, publication, transmission or distortion, in whole or in part, of the content of the training courses, including distance learning courses, is strictly prohibited, regardless of the process or medium used. In all events, CEIPI remains the owner of its tools, methods and know-how developed prior to or during the performance of services for the client.

## 13. Personal data

Pursuant to the provisions of Law No. 78-17 of 6 January 1978 regulating the protection of computer privacy, participants have the right to access, modify, rectify and delete any personal data about them that has been collected via the CEIPI website or the department that centralises incoming orders.

To exercise this right, please send a letter to the Data Protection Officer at the University of Strasbourg. Personal data collected via the various forms, including but not limited to the training agreement you completed, as well as all future information, is used by CEIPI solely for the purposes of implementing the services it provides, and is not communicated to any third parties other than technical service providers in charge of processing orders who are required to comply with information privacy rules and to use private data only for the specific task they are required to complete.

As the data controller responsible for processing the files of its personnel, the client undertakes to inform each participant that their personal data is collected and processed by CEIPI for the purposes of conducting and monitoring the training programme; that login records, training pathways and participant progress monitoring generate data accessible to its departments; that pursuant to data privacy law No. 78-17 of 6 January 1978, the participant has the right to access, modify and rectify personal data concerning him/her and that for this purpose a request specifying the identity and e-mail address of the applicant may be sent to CEIPI. The client is responsible for storing and keeping confidential all data concerning the participant to which it has had access.

## 14. Non-disclosure

The parties agree not to disclose any information or documents about the other party of any nature whatsoever, whether economic, technical or commercial, to which they may have access during the performance of the contract or during exchanges that took place prior to the execution of the contract, including but not limited to any information appearing in the commercial and financial proposal sent by CEIPI to the client. CEIPI undertakes not to disclose to third parties other than its supervisory authorities, partners or suppliers, any information sent in by the client, including information about participants.

## 15. Communication

The client agrees to be mentioned by CEIPI as a client of its training courses in response to any legal, regulatory or accounting provisions requiring this.

CEIPI may approach the client with a view to being mentioned as a client of its training courses in its external communications. Should the client consent thereto, unless specific undertakings

are given and subject to compliance with the provisions of article 13, CEIPI may use the client's name and logo.

Clients may receive information about CEIPI's training courses and news, provided that they have given their prior consent.

#### **16. Applicable law - Jurisdiction**

In the event of a dispute, participants or clients may request an amicable settlement.

Should an amicable settlement prove impossible, any dispute of any nature or any claim relating to a training course or to the performance of the order shall be submitted to the competent Strasbourg courts.

CEIPI's liability to the client shall under no circumstances exceed the total amount paid by the client to CEIPI under these terms and conditions.

#### **17. Force majeure**

The service provider cannot be held liable should the failure to perform or the delay in performing any of its obligations described in these GTCS be due to an event of force majeure, understood as any unforeseeable and overwhelming external event within the meaning of administrative case law. The following cases shall also be considered as exemptions from liability: illness or accidents suffered by a consultant or training instructor, strikes or labour disputes internal or external to CEIPI, natural disasters, fire, interruption of telecommunications, interruption of power supply, interruption of communications or transport of any type, declared or undeclared war, general labour strikes, epidemics, quarantine, fire or exceptional flooding.

#### **18. Miscellaneous**

These terms and conditions embody the entirety of the client's obligations as well as those of CEIPI.

CEIPI reserves the right to unilaterally modify the terms hereof, the applicable conditions being those effective on the date the order is placed by the client.

Should any provision of these terms and conditions be deemed null and void by virtue of any present or future legal or regulatory provision, or by virtue of a res judicata court decision handed down by a competent court or body, that provision of the contract shall then be deemed unwritten and all the other provisions of these terms and conditions shall retain their binding force between the Parties.

Should either one of the Parties fail at any given time to assert any of the provisions of these general terms and conditions, this failure may under no circumstances be considered as a waiver on its part of the rights it holds hereunder.