

# AGREEMENT

## 1. SUMMARY

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

« **Summer School on Intellectual Property in Europe** »

## 2. PARTICULARS

This course will take place from **June 29<sup>th</sup> 2022 until July 9<sup>th</sup> 2022**

Duration of the training: **48 hours of synchronous courses** and **14 hours of pre-recorded courses** (via Moodle)

Location(s) of the training: **Online** (via Zoom and Moodle) and/or **On-site** (CEIPI, Bâtiment LE CARDO, 7 rue de l'Écarlate 67082 STRASBOURG CEDEX)

All information pertaining to the training (programme, prerequisites, nature and sanction of the training, speakers) appears in annex.

Participants will receive a certificate of attendance at the end of the course.

The training requires a minimum number of participants.

## 3. PARTICIPANT

The course will be attended by:  Mr  Mrs **Name:** .....

**First name:** .....

**Nationality:** .....

**Date of birth:** .....

**Company:** .....

**Position:** .....

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

- The participant authorizes the CEIPI to include his/her name, company name and e-mail address, in the list of participants communicated to the speakers and the other participants
- The participant authorizes the CEIPI to send information regarding CEIPI's trainings and events to the following email address: .....@.....

## 4. TRAINING ORGANISATION

The persons in charge of the implementation of the training are appointed by the President of the University under the conditions provided for by Decree No. 87-889 of 29 October 1987.

### **I. SYNCHRONOUS LEARNING – ON-SITE OR ONLINE**

The participants can choose to follow the synchronous courses on-site or online.

#### **A. Courses on-site**

CEIPI offers the participants who are willing and/or able to travel the opportunity to attend the courses on-site in Strasbourg, at Batiment le Cardo, 7 Rue de l'Écarlate, 67000 Strasbourg.

However, CEIPI reserves the right to switch to a fully online mode in the event that the number of participants is insufficient to ensure the proper running of the on-site training session.

Participants will be notified of this decision as soon as possible.

No compensation can be paid to the client and, in any event, the reservation, travel and accommodation costs incurred cannot be reimbursed.

#### **B. Courses via Zoom**

CEIPI offers participants who are unable to travel the opportunity to follow the courses through the Zoom videoconference platform.

The CEIPI assumes no legal responsibility in case of malfunction of the platform used during the online sessions or in case of lack of quality of speed/network at the participants.

The technical means of the Zoom platform allow to check the attendance of students and their connection.

Contact in case of questions related to the participants' connection and for any technical support during the training: [ceipi\\_summerschool@ceipi.edu](mailto:ceipi_summerschool@ceipi.edu)

### **II. ASYNCHRONEOUS ONLINE LEARNING VIA MOODLE**

#### **A. Description**

CEIPI offers part of this distance learning through "Moodle" an online learning platform of the University of Strasbourg. This platform has all the necessary tools to efficiently follow a distance learning system: resource storage spaces, virtual classrooms, chat rooms, quizzes, agenda, communication tools (forum and internal messaging), document storage spaces, connection records.

#### **B. Access to the platform and right of use**

To access the platform, each trainee will receive a login and password by email. Users of the platform are solely responsible for the preservation and confidentiality of their identifier and undertake not to communicate, transfer, sell or rent their identifier to a third party. Failure to comply with these commitments will result in automatic removal from the list of users. Access to the platform is possible throughout the duration of the training. The terms of use of the platform are specified in the documents given to the distance learning trainee.

#### **C. Prerequisites**

Before starting the remote session, each user is provided with a list of technical prerequisites and a (remote) appropriation module for the tools dedicated to distance learning. At the trainee's request, a preliminary test may be carried out before signing the order form in order to ensure the compatibility of his or her technical

environment with the CEIPI pedagogical platform; the trainee may not, after the preliminary test, claim incompatibility or lack of access to the platform.

#### **D. Right of personal use**

The username and password issued to the trainee are sensitive, strictly personal and confidential information, placed under the exclusive responsibility of the client. As such, they may not be transferred, resold or shared. The client guarantees to CEIPI that this clause will be enforced by any trainee and will be liable for any fraudulent or abusive use of the access codes. The trainee shall inform CEIPI without delay of the loss or theft of access keys. In the event of violation of the inalienability clause or observed sharing of access keys, CEIPI reserves the right to suspend the service, without compensation, notice or prior information.

#### **E. Interruption of service**

CEIPI endeavours to allow access to the platform 24 hours a day, 7 days a week during the duration of the rights of use, but may be led to interrupt access to the platform (or part of the services) at any time without prior notice, without any right to compensation in case:

- force majeure or an event beyond CEIPI's control and possible breakdowns
- maintenance interventions necessary for the proper functioning of the platform. Trainees will be notified either by e-mail or by a message on the platform's home page.

Users acknowledge and accept that CEIPI is not responsible for the consequences that may result from an interruption of service for the trainee. Furthermore, the CEIPI cannot be held liable in the event of impossibility of access to the platform.

Contact in case of unavailability of access to the platform: [ceipi\\_summerschool@ceipi.edu](mailto:ceipi_summerschool@ceipi.edu)

The trainee undertakes to inform CEIPI within 24 hours of the discovery of a technical malfunction. The CEIPI will endeavour to implement the necessary means to ensure that the platform operates in a reliable and continuous manner. However, the client acknowledges that no one can guarantee the proper functioning of the Internet network.

#### **F. Pedagogical and technical assistance**

CEIPI provides users with pedagogical and technical assistance that can be reached by telephone, e-mail or via the platform from Monday to Friday during office hours.

The assistance is intended to answer pedagogical questions or to identify a malfunction and, depending on the difficulty encountered, either to provide an immediate response or to provide an acceptable workaround as soon as possible. No face-to-face assistance on the trainee's site is provided.

#### **G. Means of monitoring attendance**

The technical means of the distance learning platform Moodle allows to check the attendance of students and their connection.


## 5. TUITION FEES

**Registration until 25 May 2022:** .....1 700, 00 €

**Registration from 26 May 2022** .....1 900, 00 €

Fees approved by the Board of Trustees of University of Strasbourg.  
Those are net rates, the University not being liable to VAT.

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 course.**
- the participant** Personal address: .....
- .....
- .....

Payment to be made to the order of: **Monsieur l'Agent Comptable de l'Université de Strasbourg.**

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

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)**

The invoice will be established after the start of the course using the invoicing address communicated by the client. A **surcharge fee of 50.00 €** will be applied for any invoice re-issued at the client's request or due to a non-communication of change of client's invoicing information before issuance of the original invoice.

**6. 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 7 hereof and in cases of force majeure, CEIPI-University of Strasbourg reserves the right to invoice the full price of the service. 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.

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 to the participants the outstanding sums.

If abandonment is due to a case listed in Article 7 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 7 or in case of force majeure according to Article 7, 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
- 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.

## 7. 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.

## 8. EFFECTIVE REGISTRATION DATE

Registration will be effective on receipt of the signed agreement.

The legal basis for processing your data is your consent (Article 6 (1) a. GDPR). Your data is necessary for the management of the training **Summer School on Intellectual Property in Europe 2022** by the CEIPI-Université de Strasbourg. Your data will be processed and kept by the staff in charge of training management at CEIPI-Université de Strasbourg for 5 years/10 years for accounting documents. Your data might be communicated to the tutors/speakers of the training.

The CEIPI implements appropriate security measures. The processing does not involve automated decision-making. Your data might be transferred outside the European Union in particular in case of training taking place online by the means of videoconferences.

In accordance with Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council and the amended law n° 78-17 "Informatique et Libertés", you can withdraw your consent to the processing of your data at any time. You also have the right to access, rectify and delete your data. You can also request the restriction of processing.

To exercise them, the request can be addressed to CEIPI at the following address: [ceipi\\_summerschool@ceipi.edu](mailto:ceipi_summerschool@ceipi.edu)

The University of Strasbourg has appointed a data protection officer who you can contact at the following address: [dpo@unistra.fr](mailto:dpo@unistra.fr). If after contacting her, you feel that your rights have not been respected, you can file a complaint within the CNIL.

***"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)

**COMPANY STAMP:**  
***(mandatory if the company bears the cost of the training)***

Both signatures of the participant and the manager should be from two different persons.  
If you are head of your company and/or there is no one able to sign as manager:  
- please sign in both places  
- and send us any official document stating your role as leader (e.g. the official statutes of your company)

**Title of the training**

Summer School on Intellectual Property in Europe

**Public concerned and prerequisites**

The programme is open to IP professionals, researchers, lawyers, attorneys, legal European professionals not specialized in IP or non-European IP experts.

**Access conditions / Admission procedure**

This is a non-degree training course.

Admission upon validation of the application file, application documents are available on the website [www.ceipi.edu](http://www.ceipi.edu).

**Teaching objectives**

The Summer School aims at providing a general overview of the intellectual property in the context of the European Union's legal system, and likewise, to bring practical solutions in regard to intellectual and industrial property rights litigation in Europe. The course is addressed especially to students and practitioners willing to gain a solid background in European and international intellectual property law.

**Content****Synchronous courses:**

- Overview of proceedings before the EPO – Kinds of communication received
- Overview of proceedings before the EUIPO – Kinds of communication received
- Introduction to European Union Design Law
- Introduction to European Union Trade Mark System
- Various routes to Patent protection in Europe
- Unified Patent Court System
- Workshop & Concrete tips for claim drafting in Mechanics
- Workshop & Concrete tips for claim drafting in Chemistry
- Opposition and Cancellation drafting in Trade Mark
- Workshop: Opposition and Cancellation drafting in Trade Mark
- Intellectual Property Strategy in Europe
- Contracts involving Intellectual Property: Focus on Licensing
- Patent trials and litigation in Europe
- Operating IP rights in Europe – European Union limitations to Agreements
- Enforcement of IP rights in Europe: Enforcement at the border
- Cross borders classic European patents and European patent with unitary effect Litigation
- Examples of writing EPO Office actions and responses
- EPO Opposition Proceedings
- Workshop: EPO Opposition Proceedings - Sample case

**Asynchronous courses - Pre-recorded videos:**

- IP Basics: Overview of main IP rights and their validity assessments
- IP Basics: IP Glossary
- EU Law Basics: EU Treaties
- EU Law Basics: EU Institutions
- EU Law Basics: IP Legislation in the European Union
- EU Law Basics: Single Market and IP
- Introduction to Trade Marks: Absolute Grounds for refusal
- Introduction to Trade Marks: Relative Grounds for refusal
- Introduction to Designs: Requirements for protection
- Introduction to Designs: Technical Function Exclusion

- Introduction to Designs: Rights conferred
- Introduction to Designs: Design Infringement
- Introduction to Patents: Patentability requirements
- Introduction to Patents: Filing requirements
- Introduction to Patents: Rights conferred
- Introduction to Patents: Actions seeking invalidation
- Introduction to Copyright: Objects and requirements for protection
- Introduction to Copyright: Rights granted
- Introduction to Copyright: Exceptions and limitations
- Introduction to Copyright: Copyright reform – Review of the DSM Directive 2019/790
- Claim of Ownership of IPRs: Claiming a Design
- Claim of Ownership of IPRs: Patent entitlement in France
- Trade Mark Rights Examination in Europe: Trade Marks and unfair competition
- Trade Mark Rights Examination in Europe: Trade marks on national, European Union and International level
- Trade Mark Rights Examination in Europe: Trade marks and Geographical Indications
- Trade Mark Rights Examination in Europe: Non-traditional trade marks
- Design Protection in Europe: Basics of infringement proceedings
- Design Protection in Europe: Unregistered Community Design Right
- Design Protection in Europe: The repair clause
- Patent Examination Practice in Europe and EPO's Proceedings: Assessment of novelty
- Patent Examination Practice in Europe and EPO's Proceedings: Assessment of inventive step
- Patent Examination Practice in Europe and EPO's Proceedings: Patenting pharmaceutical inventions
- Special Topic – Patents in the Pharmaceutical Industry: Compulsory licenses
- Special Topic – Patents in the Pharmaceutical Industry: “Bolar” exemption
- Special Topic – Patents in the Pharmaceutical Industry: Supplementary protection certificates
- Special Topic – Artificial Intelligence & IP: Patentability of AI application in Europe
- Special Topic – Artificial Intelligence & IP: Patentability of computer-implemented inventions in Europe
- Special Topic – Artificial Intelligence & IP: From Infineon to G1/G18, the patentability of computer simulations at the EPO
- Special Topic – Standard Essential Patents: Introduction to SEPs
- Special Topic – Standard Essential Patents: FRAND obligations
- Special Topic – Standard Essential Patents: Huawei v. ZTE and follow-up

(Subject to modification)

#### **Duration**

The synchronous courses (on-site or online) will take place from **June 29<sup>th</sup> 2022 until July 9<sup>th</sup> 2022**.  
The pre-recorded courses will be available **June 20<sup>th</sup> 2022**

#### **Timetable (indicative)**

From Monday to Friday: 10h00-17h00\*  
Saturday July 2<sup>nd</sup> 2022: 10h00-16h30\*  
Saturday July 9<sup>th</sup> 2022: 10h00-13:00\*

(Subject to modification)

#### **Teaching methods and language of the training**

Presentations, pre-recorded videos.  
The training is in English.



**Technical and pedagogical frame**

- According to the participant's choice, the synchronous courses can be attended on-site or via the Zoom video-conferencing platform. The connection information (link and password) will be made available to the participant in advance.
- Access to the pre-recorded videos will take place via the connection to a distance-learning platform (Moodle). The ID and password for the connection will be made available to the participant in advance.
- The participant must have appropriate technical equipment to participate in the online session, in particular a laptop or similar device and high speed WIFI.

**Course materials**

The speakers' presentations and other materials will be available online.

**Nature and sanction of the training**

- No exams, an attendance certificate will be issued.
- An evaluation questionnaire will be distributed at the end of the course in order to measure client satisfaction.

**Location**

The synchronous sessions will take place in Strasbourg (Batiment Le Cardo, 7 rue de l'Écarlate 67000, Strasbourg) or online (via Zoom)

The pre-recorded courses will be available via the University of Strasbourg pedagogical platform Moodle.

**Fees**

- 1 700 € TTC (Registration before May 25th 2022)
- 1 900 € TTC (Registration from May 26th 2022)

**Information, enrolment and technical support\*****Academic direction**

**Yann Basire**, Associate Professor at CEIPI, University of Strasbourg, Director General and Director of the French Section of CEIPI.

**Didier Intès**, French and European Patent Attorney, Partner, Beau de Loménie, Paris.

**Information and registration**

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\* Ms Brothier & Ms Sengel are the CEIPI referents for the technical support of the participants during the distance training, insofar as they will ensure the follow-up of the online sessions and that they can be contacted in case of questions related to the connection of participants and tutors. However,

## ANNEX TO THE AGREEMENT

the CEIPI does not assume any legal responsibility in the event of a malfunction of the platform used during the online sessions or a lack of speed/network quality among participants and tutors.