

# AGREEMENT

## IP B.A. - Training in IP Business Administration 2023/2024

### LONG DISTANCE LEARNING

CEIPI (Université de Strasbourg) – Center for International Intellectual Property Studies, located in Bâtiment Le CARDO 7, rue de l'Ecarlate CS 20024 F-67082 Strasbourg Cedex - is holding the following course:

### 1. Particulars

The long distance course takes place during the academic year **2023/24**. Participants will receive a certificate of attendance after the training.

All the information relating to the training (programme, prerequisites, procedures and sanctions, speakers) is made available to the trainee on CEIPI's website. The trainee confirms having read it.

The training, divided into eight modules over two years, is certified by a university certificate.

In order to obtain this certificate, the knowledge will be validated at the end of each module by an online examination (to be validated within 15 min. Each questionnaire will give rise to a mark out of 20).

The final validation of the diploma (if 8 modules are passed) is subject to the successful completion of a final online examination at the end of the second year, under face-to-face conditions.

### 2. Attendees

The long distance learning course will be attended by  Mr  Ms address for sending the papers :

Name: .....

First name: .....

Nationality.....

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

The participant authorizes the CEIPI to include his/her name, company, position and e-mail in the list of participants that is shared to teachers.

The participant authorizes the CEIPI to send information regarding CEIPI's trainings and events by email

### 3. Tuition fees -

Please **check the module(s)** selected and **write the total** amount below:

<input type="checkbox"/>	<b>MODULE 1</b>	900€	IP Strategy Development - 15 hours
<input type="checkbox"/>	<b>MODULE 2</b>	900€	IP Valuation - 15 hours
<input type="checkbox"/>	<b>MODULE 3</b>	900€	Integrated IP and Innovation Management - 15 hours
<input type="checkbox"/>	<b>MODULE 4</b>	900€	IP in the Industry 4.0 - 15 hours
<input type="checkbox"/>	<b>MODULE 5</b>	900€	IP Valuation (II) - 15 hours
<input type="checkbox"/>	<b>MODULE 6</b>	900€	Quality in Operational IP Management - 15 hours
<input type="checkbox"/>	<b>MODULE 7</b>	900€	IP Portfolio Management and Controlling - 15 hours
<input type="checkbox"/>	<b>MODULE 8</b>	900€	Leadership in IP management- 15 hours
<input type="checkbox"/>	<b>1 year MODULES N° 1 to 4</b>	3250€	from October 1st this year till September 30 <sup>th</sup> next year - 4 Certified Courses
<input type="checkbox"/>	<b>1 year MODULES N° 5 to 8</b>	3250€	from October 1st this year till September 30 <sup>th</sup> next year - 4 Certified Courses
	<b>Total amount due</b>	.....€	payable upon receipt of the invoice

900 € for 1 Certified University Course with 10 parts-6 chapters each/ 60 distance learning units of 15 minutes each

Fees are net rates, the university not being liable to VAT. Fees approved by the Board of Trustees of Université de Strasbourg.

### 4. Payment

Tuition fees will be due **on receipt of the invoice** and be paid by: (Please check and fill in the appropriate situation below)

**the Company** - Please add an **original letter, signed and stamped** by your manager, confirming the company will bear the cost, and indicating the invoicing address and VAT number  
**Please be advised that without this letter, no enrolment will be valid!**  
 - Please indicate also your **VAT-ID number**:.....  
 (TVA intracommunautaire/Umsatzsteueridentifikationsnummer)

**the participant** Personal address : .....

Fees approved by the Board of Trustees of Université de Strasbourg

Payment to be made to the order of: **Monsieur l'Agent Comptable de l'Université de Strasbourg** (by cheque or bank transfer). This is a net rate the university not being liable to VAT.

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

TRESORERIE GENERALE-25 AV DES VOSGES-67070 STRASBOURG CEDEX

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

**(Please state your name, training 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.**

## 5. Training organisation

### i. Dates of distance learning

From October 1st 2023 to September 30th 2024 for modules 1 to 8, students can register for a maximum of 4 modules and a minimum of 1 module. The time of use is 3 months per module (including time of training and duration of examination). The access to the online learning platform will be restrained at the end of the 3 months period for each of the registered modules."

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.

### ii. Description

CEIPI offers this distance learning through Moodle a pedagogical 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.

### iii. 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.

### iv. 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.

### v. 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.

### vi. Duration of the rights of use

For each Certified course selected, the participant has **3 months** (from the Agreement's receipt date) to follow the training and take the exam. Then, for each additional Certified course, another 3 months period is added to follow the trainings and take the exams. For instance: for 3 certified courses, the participant has a total of 9 months to follow the 3 modules and take the 3 exams.

### vii. 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: [ip\\_management@ceipi.edu](mailto:ip_management@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.

### viii. 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.

### ix. Means of monitoring attendance

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

## 6. Cancellation, postponement or interruption of the training

### i. By the client

Any cancellation must be communicated in writing, at least ten days before the beginning of the course, in which case no payment is due.

**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.**

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. 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 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 prorata 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.

I authorize the CEIPI to process and use my personal data solely for purposes related to CEIPI's trainings and events.

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 **IPBA - Training in IP Business Administration** by the CEIPI-University of Strasbourg. Your data will be processed and kept by the staff in charge of training management at CEIPI-University of 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: [ip\\_management@ceipi.edu](mailto:ip_management@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

.....  
The manager

**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).