

# AGREEMENT

## CEIPI Executive IP Management Days / 20 November 2020

### LONG DISTANCE LEARNING PROGRAMME

CEIPI (Université de Strasbourg) – 7, rue de l'Ecarlate 67082 Strasbourg Cedex

#### 1. Particulars

The long distance course will take place during the academic year **2020/2021**.

All the information relating to the training (programme, prerequisites, speakers) ) is made available to the trainee on CEIPI's website. The trainee confirms having read it. Participants will receive a certificate of attendance.

#### 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 : .....

#### 3. Tuition fees -

Registration fees ☐ **700 €** (5 hours of long distance learning)

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:

☐ **the Company** - **Please add an original letter, signed by your manager and confirming the invoicing address** (please be advised that without this letter no enrolment will be valid)

- **Please indicate your VAT-ID number**.....  
(TVA intracommunautaire/Umsatzsteueridentifikationsnummer)

☐ **the participant** personal address : .....

Payment to be made to the order of: **Monsieur l'Agent Comptable de l'Université de Strasbourg** by bank transfer on the account below:

DOMICILIATION :

Monsieur l'Agent comptable de l'Université de Strasbourg, Agence comptable, 4 rue Blaise Pascal, BP 10 32,

N° DE COMPTE : 00001006200

CLE RIB : 10071 67000 00001006200 18

**(Please notify the name of the training with your payment)**

#### 5. Training organisation

##### i. Dates of distance learning

From Friday, 20 November, 9am to 4pm

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. 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: isabelle.christ@ceipi.edu or thibaud.lelong@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.

#### **vii. 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.

#### **viii. 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 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 to 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 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. Deadline to enrol is 6 November 2020.

*"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)***