



GENERAL CONDITIONS OF SALE CONTINUED TRAINING B to B

1) Subject and field of application

GEM Executive Education is the department of continued training of Grenoble School of Management (GEM), for which the headquarters is 12, rue Pierre Sémar, 38000 Grenoble.

GEM is registered under the activity declaration number no. 84 38 06379 38, AACSB, EQUIS, AMBA accredited, and certified for NF 214 Training V7 Continued training with and without apprenticeships.

GEM Executive Education develops, commercializes and deploys training in management.

They propose for this reason:

- A broad range of continued training for companies hoping to train their staff; hereinafter referred to as the Trainee(s);
- Specific services for the conception of teaching, studies and advice for companies; hereinafter referred to as the "Offers of service".

The present General Conditions of Sale (hereinafter referred as the "GCS") are applied to all the Offers of service proposed by GEM Executive Education to any company (hereinafter referred to as "the Client").

2) Contractual commitment

The Client subscribed to the Offers of service by signing the Agreement of continued professional training (herein after referred to as the "Training agreement") to which the General Conditions of Sale (GCS) are annexed, altogether forming an indivisible whole regulating the relations between the parties.

The Client commits to returning the signed Training agreement imperatively before the start of the training.

The Training contract details the content of the Offers of service.

The Client guarantees to respect the present GCS and the Training agreement for all the Trainees concerned by the execution of the Offer of service.

The Client also recognizes that, prior to the signing of the Training contract, they have been given sufficient information and advice on the part of GEM Executive Education, allowing them to ensure that the Offers of service are adequate for their needs.

3) Conduct of the Offers of service training

The Offers of Service can be carried on the premises of GEM or on the premises of the Client, or on those of a partner of GEM.

When the training takes place on the premises of the Client, they commit to making the necessary technical means available for the good conduct of the training.

The internal regulations applicable to any Trainee are those of the place in which the training takes place.

Those of Grenoble School of Management can be consulted on the student intranet Executive Education and in annex 4 of the training agreement.

Headquarters

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The Client is informed that GEM Executive Education may sub-contract, partially or wholly, the execution of the Offers of service.

In case of sub-contracting, GEM Executive Education remains entirely responsible, with regard to the Client, for the good execution of the Offers of service.

The Client commits not to directly solicit or recruit the trainer carrying out the delivery of the training for a similar offer to that proposed by Grenoble School of Management. This commitment is valid for the duration of the delivery realized by GEM Executive Education and will persist for a duration of 12 months following this.

GEM Executive Education is free to use the teaching methods and tools of their choice for the execution of the Offers of service which is only under their authority.

GEM Executive Education makes all the teaching tools and materials necessary for the training available to the Trainees taking part in it, in accordance with the training program as defined in the Training agreement.

4) Financial conditions

The cost of the training is indicated in the Training agreement, in euros and net of tax. It includes the cost of the delivery of the training, as well as the teaching materials made available.

The payment of the training is carried out upon reception of the invoice with respect to the deadlines appearing there, as defined in annex 3 of the training agreement.

The payment for any training started is due in its entirety.

In the case of delays in payment, penalties equal to three times the legal interest rate which is in force will be applied automatically, as well as a sum of 40 euros for recovery fees.

In the case of payment by a collecting body, it is the Client's responsibility to carry out the request for the payment before the start of the training.

The funding agreement must be communicated to GEM Executive Education before the start of the training.

In the case of a partial payment, the difference will be invoiced directly by GEM Executive Education to the Client.

If GEM Executive Education has not received the payment agreement by the first day of the training course, the Client will be invoiced for the entirety of the training.

It is reminded that the sums owed by the Client which do not mention the confirmation of payment of the Trainee, cannot be attributed to the Continued Training and cannot be the subject of a payment by an OPCA.

5) Cancellation conditions

The Client is bound by the terms of the Training agreement and is therefore liable for the payment of the price mentioned there.

After the signing of the Training agreement, if they wish to cancel the training, except in cases of force majeure, they must make this in writing and will remain liable for a lump-sum under the following conditions:

- If the cancellation request is made to GEM more than 30 days before the training start date, the Client will remain liable for a sum equal to 25% of the price indicated in the Training agreement;
- If the cancellation request is made to GEM less than 30 days before the training start date, the Client will remain liable for a sum equal to 75% of the price indicated in the Training agreement.

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6) Intellectual property

The teaching methods and tools used by GEM Executive Education and their contributors remain the property thereof.

They are made available to the Trainees participating in the training exclusively within the frame of the execution thereof, excluding all other uses and notably commercial uses.

Any representation or reproduction, by whatever the process, without respecting the legislation in force, will constitute counterfeiting in the dispositions of article L 122-4 and L 335-2 of the code of intellectual property.

The Client therefore forbidden from using the content of the training for the purposes of quotation or training third parties without the explicit authorization of GEM.

Any reproduction, representation, modification, publication, transmission, distortion, whether total or partial, of the content of the training including E-learning modules, as well as the database appearing on the remote access platform to teaching resources of GEM Executive Education, is strictly forbidden, regardless of the process or support used. In return for the payment of the corresponding cost, the E-learning modules are subject to the right of personal use which is non-transferrable and non-exclusive for the limited duration of a year from the date on which they were first accessed.

7) Data processing and freedoms

Personal data concerning the Trainees participating in the training can be requested from the Client for the sake of the processing of the Offers of service.

The information collected is subject to data processing designed to allow the Client to benefit from all the services linked to the offers of service. The recipients of the data are the administrative services of GEM.

The Client informs the Trainees of the conditions of execution of the Service Offer and of the nature of the personal data that will be processed (identification data and skills acquired before the execution of the Service Offer).

GEM implements the appropriate organizational and technical measures with regard to the risk incurred with regard to personal data for itself and its subcontractors. These measures are available on its site:

<https://www.grenoble-em.com/protection-des-donnees-caractere-personnel>.

The personal data collected is not subject to any external communication without the authorization of the Client, except in response to legal or regulatory obligations.

Personal data is kept between 3 and 10 years depending on the degree/certificate issued to the Trainee and in accordance with GEM's legal or regulatory obligations.

In compliance with the dispositions of the amended law no. 78-17 of January 6th 1978 pertaining to Data Processing, Files and Freedoms, as well as the General Regulation on Data Protection no. 2016/679, the Client can obtain communication and, if necessary, rectification of the information concerning them by email to cil-gem@grenoble-em.com or by post to Grenoble School of Management, data processing and freedoms correspondent, 12 Rue Pierre Sépard, 38000 Grenoble accompanied by proof of identity.

8) Applicable law- Jurisdiction

The present general conditions of sale address French law.

All disputes between parties which cannot be settled amicably will be processed by the court of commerce of Grenoble.