GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY
une école CCI GRENOBLE

GENERAL INDIVIDUAL CONDITIONS OF SALE
CONTINUED TRAINING

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 Sémard, 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 for individuals (hereinafter referred to "Offer of service"), under different formats: training towards a diploma or certificate for individual candidates, salaried workers or job seekers (hereinafter referred to as "the Client".)
These trainings combine various teaching methods: face-to-face training, e-learning or individual remote coaching.

2) Contractual commitment

The Client has subscribed to the Offer of services by signing the Contract of continued professional training (herein after referred to as the "Training contract") to which the General Conditions of Sale (GCS) are annexed, altogether forming an indivisible whole regulating the relations between the parties.
In the case that a professionalization contract is signed by the Client, this is substituted in the place of the Training contract.
The Client commits to returning the signed Training contract imperatively before the start of the training.
The Training contract details the content 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 Offer of service is adequate for their needs.

3) Right to withdrawal

In compliance with the dispositions of article L 221-18 of the consumer code, the Client is informed that they have a period of 14 days from the date of the signing of the Training contract to withdraw. No payment will be required in the case of a withdrawal within this period, in compliance with the dispositions of article L 6353-6 of the labor code.

To withdraw, the student must use the withdrawal form made available to them and send it by post with acknowledgement of receipt to the person responsible for the administration of the training at GEM Executive Education.

4) Conduct of the Offer of service training

The Offer of Service can be carried out on the premises of GEM or on the premises of a partner of GEM. The internal regulations applicable to the Client are those of the place in which the training is undertaken.

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Those of Grenoble School of Management can be consulted on the student intranet Executive Education and in annex 2.

The Client is informed that GEM Executive Education may sub-contract, partially or wholly, the execution of the Offer of service.
In case of sub-contracting, GEM Executive Education remains entirely responsible, with regard to the Client, for the good execution of the Offer of service.

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

In order to guarantee the quality of the Offer of service training, the Client is informed that a minimum and maximum number of participants is defined for each training course.
As a consequence, GEM Executive Education may, for certain training courses, create an enrollment waiting list; they reserve the right to refuse an application in the case that the maximum number of participants has been reached.
In the case that the number of participants of a training course is insufficient for ensuring the good conduct thereof, GEM Executive Education also reserves the right to adjourn the training, 10 days at the latest before the planned start date, without compensation for the Client.

GEM Executive Education will send the Client a notification before the start of the training.

The Client is subject to one-off assessments (orals) or continuous assessment (role-playing, practical exercises, games, etc.). They are both individual and collective and are designed to validate the practical application of the skills acquired in their professional activities. An active, participatory and immersive teaching method allows progression and development of knowledge and skills acquired to be recognized, in accordance with the intended objectives.

During the delivery of the training, an attendance sheet for each half-day must be signed by the Client.
For training that is partially or wholly carried out remotely, monitoring of connection time is used for the Client which allows for a confirmation from GEM Executive Education, indicating the total numbers of hours spent online by the Client.

A certificate of end of training is sent to the Client at the end of each training course.

5) Financial conditions

The cost of the training is indicated in euros and net of tax. It includes the cost of the delivery of the training, as well as the teaching materials made available.
Once the withdrawal period mentioned in article 3 of the GCS has expired, GEM will invoice the Client the totality of the cost of the training which they commit to pay, respecting the payment plan prescribed in the financial conditions of the Training contract.

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 third party, it is the Client's responsibility to carry out the request for the payment and to send it to GEM Executive Education before the start of the training. GEM Executive Education commits to making the obligatory documents available to the Client for this payment (training program, provisional calendar, quotes).

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The funding agreement must be communicated to GEM Executive Education before the start of the training.
In the case of a partial payment of the training costs, the difference remains the responsibility of the Client and must be directly invoiced 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.

6) Cancellation and abandonment conditions

After the signing of the contract, the Client has a period within which to withdraw, as mentioned in article 3 of the GCS, at the end of which the Contract cannot be renounced unless a case of force majeure or a legitimate or serious reason can be proven.
Only unforeseeable, irresistible events which are beyond the Client's control will be considered as force majeure.
Only cancellations and abandonments resulting from facts independent of the Client's will can be considered as legitimate and serious reasons.
In the case of force majeure or legitimate or serious reasons, only the training already carried out before the notification of these cases will be invoiced to the Client by proportion of their value as contractually prescribed.

After the start of the training, the Client which abandons it without proving a case of force majeure or a legitimate or serious reason will remain liable to GEM for the total sum of the delivery of the said training.

7) 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 Client 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, sanctioned by articles 425 and 429 of the Penal Code.
The Client is also forbidden from using the content of the training for the purposes of quotation or training third parties without the explicit authorization of GEM (articles L 122-4 and L 335-2 and onwards of the code of intellectual property).
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.

8) Data processing and freedoms

Personal data can be requested from the Client for the processing of the Offer of service.
The information collected is subject to data processing designed to allow the Client to benefit from all the services linked to the offer of services.
The recipients of the data are the commercial and education services of GEM.
The list of personal data collected: personal identification, login data, personal situation and those of an economic nature.
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 for 3 years in an active database, followed by 7 years in an intermediate database, starting from the end of the training contract. For courses terminating in an official diploma, the administrative and educational records are kept for 50 years, 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 Sémard, 38000 Grenoble, accompanied by proof of identity.
In the event of a lack of response from GEM, the Customer may also contact the CNIL directly at the following address: https://www.cnil.fr/fr/plaintes.

9) 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 relevant French courts.

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