GRENOBLE ECOLE DE MANAGEMENT
BUSINESS LAB FOR SOCIETY

INDIVIDUAL GENERAL CONDITIONS OF SALE (GCS)
INITIAL TRAINING

1) Purpose and scope

The present GCS apply to any initial training offered by Grenoble Ecole de Management (GEM), whose head office is located at 12, rue Pierre Sémard, 38000 Grenoble.

GEM is registered under the activity declaration no. 84 38 06379 38. It is also accredited by AACSB, EQUIS and AMBA, and has NF 214, Formation V7 and 'Formation continue en et hors alternance' (continuous alternating and non-alternating training) certification.

GEM develops, markets and provides management training for individuals (hereinafter referred to as the "Client"), in various formats: training leading to a diploma (hereinafter referred to as the "Service Offer").

These training courses combine a range of pedagogical approaches: face-to-face training, e-learning and even individual distance support.

2) Registration procedures and contractual documents

An initial training contract (hereinafter referred to as the "Initial Training Contract"), to which are appended the GCS, together forming an indivisible whole governing the relationship between the parties, must be signed for all orders placed by the Client.

An Initial Training Contract shall be replaced by a professional training contract should the Client sign the latter.

The Client agrees to return the signed Initial Training Contract prior to the training start date.

The Initial Training Contract outlines the content of the Service Offer.

The act of ordering the service implies the Client's full, unconditional compliance with the present GCS and the Initial Training Contract.

The Client also acknowledges that, prior to any order, he has benefited from sufficient information and advice from GEM, enabling the Client to ensure that the Service Offer matches his needs.

3) Right to withdraw

In accordance with the provisions of Article L221-18 of the French Consumer Code, the Client is hereby informed of a period of 14 days from the signing of the Initial Training Contract in which he can withdraw from the latter.

The Client may not be requested to pay any sum of money during this period in the event of withdrawal.

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The Client should use the withdrawal form to effect withdrawal. The form should be sent by registered post to the relevant training administration department at GEM.

4) Implementation of the training Service Offer

The Service Offer may be implemented on GEM premises or on the premises of a partner of GEM.
GEM is free to use the methods and educational tools as it so wishes for the execution of the Service Offer (falling within the remit of the Service Offer).

In order to ensure the quality of the training Service Offer, the Client is informed that a minimum and maximum number of participants are defined for each training.

Accordingly, GEM may, for certain training courses, be required to draw up a registration waiting list. GEM reserves the right to refuse an individual's registration request should the maximum number of participants be reached.

In the event that the number of participants in a training activity is insufficient to ensure that the latter can be run effectively, GEM also reserves the right to postpone training no later than 10 days before its scheduled start date and is required to pay no compensation to the Client.

The Client is required, as necessary, to undertake intermittent assessments or continuous assessments (role playing, practical exercises, serious games etc.). They may take the form of individual or group assessments and are intended to assess the correct practical application of the skills acquired during training. Active, participatory and immersive pedagogical methods allow for the assessment of progress and knowledge development as well as the intended skills acquired during the course of the training.

For distance training undertaken either fully or in part, the time for which the Client is connected shall be monitored and an individual report shall be drawn up. A certificate shall be created by GEM indicating the total number of hours for which the Client has maintained connection.

An end of training certificate shall be presented to the Client at the end of each training activity.

5) Financial conditions

The cost of training is indicated in euros and is net of tax. It includes the cost for the delivery of training as well as that for the provision of learning material.

When the withdrawal deadline—referred to in Article 3 of the GCS—is reached, the Client will be liable for the cost of training according to the terms of the schedule as defined in the Initial Training Contract.

For late payments, penalties equal to three times the legal interest rate in force will be strictly payable, alongside a standard fixed sum of 40 euros for recovery costs.

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6) Cancellation and withdrawal conditions

Once the Initial Training Contract is signed, the Client has the right to withdraw within the period referred to in Article 3 of the GCS. At the end of this period, the Client may not withdraw from the Initial Training Contract except in the event of proven force majeure or a legitimate and serious reason.

Events that are external and unforeseeable in nature to the Client must be treated as force majeure.

Only events outside of the Client's control may be considered as legitimate or serious reasons for cancellation or withdrawal.

Should an event of force majeure occur, or one that gives rise to a legitimate and serious reason, only services paid for prior to said event will be liable for payment by the Client, proportional to their previously agreed contractual value.

As a penalty, the Client shall be liable to pay GEM the total amount for the cost of the training service, should the Client withdraw from training without giving a justified reason relating to force majeure or one that is legitimate and serious in nature.

7) Intellectual property

The methods and educational tools used by GEM and its contributors remain the property of GEM.

They are made available to the Client participating in the training activity only for the purposes of the execution of said contract and do not include any other use, particularly relating to commercial purposes.

Any representation or reproduction, in any way whatsoever, that contravenes the rules in force, constitutes fraudulent imitation as sanctioned under Articles 425 and 429 of the French Penal Code.
The Client is also prohibited from using the training content for the purposes of creating quotations or for training a public third-party, without the express consent of GEM (Articles L. 122-4 and L. 335-2 et seq. of the French Intellectual Property Code).

Any total or partial reproduction, representation, modification, publication, distribution or misrepresentation of the training content, including the e-learning modules, including, if applicable, the access platform databases of GEM distance learning resources, is strictly forbidden, by whatever process or medium used.
Upon payment of the relevant cost, the e-learning modules may only be used by the individual concerned. This right of use is non-transferrable and non-exclusive for a limited period of one year from the date on which the login details come into use.

8) Data privacy

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 — allocation of jurisdiction

The present GCS fall under French law.
Any dispute between the parties that would not have otherwise been settled out of court will be handled by the competent French courts.