

Terms and Conditions of Sale

- Continuing Education Courses *

*Having regard to Article L 441-1 of the French Code of Commercial Law
(Code de Commerce)*

The Institut National du Service Public or National Institute for Public Service (INSP) is an education and training institute based at 1, rue Sainte Marguerite, 67080 Strasbourg Cedex (France). The INSP develops, offers, and dispenses individual and collective education courses, online, in person, and in hybrid format. Together, these services are referred to in these terms and conditions as “education courses”.

SIRET identification number of the INSP’s head office: 197 534 639 00020

The organisation is registered with the Prefecture of the ‘Grand Est’ region under the number 42670378967. This registration does not constitute State accreditation.

In the paragraphs below, the following terms have the meanings given:

- Client: any natural person or legal entity who enrolls on and/or pays for an education course run by the INSP;
- Student: any natural person enrolled on an education course;
- Funding Body: any organisation that provides funding for an education course.

Article 1 – Scope

These terms and conditions of sale (the “T&Cs”) apply to continuing education courses provided by the INSP, with the exception of those courses known as the *Cycle des hautes études européennes* (“CHEE”) and the *Cycle supérieur de perfectionnement des administrateurs* (“CSPA”).

In the event of a conflict between these T&Cs and any other clause or condition, or any general or special terms and conditions invoked by the client, these T&Cs shall prevail regardless of when the contrary clause or condition is brought to the INSP’s attention, unless the INSP has formally agreed in writing that these T&Cs may be overridden.

Should the INSP accept or agree to other general or special terms and conditions, they shall prevail solely over those provisions hereof with which a conflict exists. All other provisions of these T&Cs shall continue to apply.

Article 2 – Enrolment

The enrolment procedure is indicated on the INSP’s website, <https://insp.gouv.fr/>, on the relevant dedicated page for each education course.

An enrolment agreement or contract is signed for each continuing education course per Articles L. 6353-1 and L.

6353-3 of the French Code of Employment Law (*Code du Travail*). The enrolment agreement may take the form of a enrolment form completed, signed, and returned to the INSP by the client.

When the minimum required number of participants for the course has enrolled, all participants will be sent the invitation to attend and details of the course (schedule, etc.). If the course is taught in person, participants will also receive information on the teaching location and how to reach it. Students are not considered to be enrolled until the INSP receives their signed enrolment form.

To ensure high quality teaching and student satisfaction, the number of places on each course is limited. Numbers are determined on the basis of the course’s educational objectives and teaching methods employed.

For persons with disabilities who require additional support, the client should inform the INSP before the course start date by sending an email to handicap@insp.gouv.fr.

Article 3 - Fees

Course fees are charged at the rate applicable on the order confirmation date. Pursuant to Article 261-4-4° of the French Code of Tax Law (*Code Général des Impôts*), these services are exempt from VAT. Fees are charged in euros and are shown net of all other charges and taxes. Any other taxes or bank charges incurred due to the payment method used must be paid by the client.

Fees for all courses in the catalogue can be found on the INSP’s website. Fees for special services or personalised tuition are determined on the basis of contractual terms negotiated with the client.

Fees are fixed and include in-person or online tuition and any educational materials. Course fees do not include meals, travel and accommodation for students, unless otherwise indicated.

Article 4 – Payment

4-1 – Natural persons paying for their own tuition

If the client is an individual, the INSP will bill them the amount stipulated in the special terms and conditions, quote, or enrolment form. Depending on the total cost and duration of the course, payment may be made in instalments at the INSP’s discretion, in which case the payment terms will be indicated in the enrolment agreement.

4-2 – Tuition paid for by a corporate client that is a legal entity (employer, OPCO, third party funding)

The invoice will be sent to the client at the end of the course in the case of short education courses, or according to a contractually agreed schedule in the case of extended courses.

Where the fees are paid by a funding body, it is the client's responsible to apply to the body concerned to cover the fees before the course begins. The name and address of the body paying the fees, and the funding agreement, must be sent to INSP when the student enrolls. If the funding body is covering only part of the fees, the student will be billed for the difference.

4-3 – Payment terms

Course fees must be paid in euros:

- by wire transfer, indicating in the payment reference the name of the student and the type of course, to the INSP Accounting Officer's account:

IBAN: FR76 1007 1670 0000 00100610318

BIC code: TRPUFRP1

Direction Régionale des Finances Publiques du Grand Est et du département du Bas-Rhin - 4, Place de la République - CS 51002 67070 STRASBOURG Cedex;

- by cheque made payable to the INSP Accounting Officer:

- online, for certain courses;

Online payments by debit or credit card (Visa, MasterCard) are made via the secure payment system. The INSP does not keep information about the client's payment method on its servers.

Article 5 – Non-payment

If payment is not received within thirty (30) days of the invoice date or the due date shown on the enrolment agreement referenced in Article 4-1, a formal demand for payment will be sent to the client by registered letter with advice of receipt. If payment is not received within a further fifteen (15) days, the INSP's Accounting Officer will initiate debt collection proceedings.

For corporate clients (i.e. legal entities), any late payment will incur the contractual late payment penalties plus additional fixed compensation of forty (40) euros payable to the INSP, pursuant to Article D. 441-5 of the French Code of Commercial Law. This compensation is due automatically and without particular formality.

Failure to pay the full amount due for any course dispensed and followed by a student will result in the relevant course completion certification being withheld and/or the client being prevented from enrolling on any further INSP courses.

Article 6 – Cancellation, non-attendance, or withdrawal by the client

Notice of cancellation, non-attendance, or withdrawal from a course must be sent to the email address shown on the relevant page of the website for the course concerned.

6-1 – Before the course begins

- By a non-professional client only (right of withdrawal)

Pursuant to the provisions of Article L. 6353-5 of the Code of Employment Law, non-professional clients have a right of withdrawal. A non-professional client is any natural person who purchases one or more services from the INSP personally and at their own expense. They may exercise their right of withdrawal within a period of fourteen (14) days after signing the enrolment agreement (per Article L. 221-18 of the French Code of Consumer Law (*Code de la Consommation*)).

Pursuant to Article L. 221-28, 1° of the Code of Consumer Law, the client may not exercise their right of withdrawal for services performed in full before the end of the withdrawal period, the performance of which began only after the client gave their express consent and waived their right of withdrawal.

The right of withdrawal does not apply to the purchase of online course materials (Article L. 221-28, 13° of the Code of Consumer Law).

- By any client

Enrolment may be cancelled without penalty or fees up to ten (10) days before the course is due to start. Thereafter, cancellation fees will apply as follows:

- between ten (10) and seven (7) business days inclusive before the course start date: 50% of the total course fees;

- from six (6) business days before the course start date: 100% of the total course fees.

Corporate clients (i.e. legal entities) may replace a student unable to attend their course with another student with the same profile and education needs. Students may be replaced without penalty or fees up to three (3) days before the course is due to start.

6-2 – After the course has begun, by non-professional or corporate clients

In case of cancellation after the service has started, or if the student fails to attend or withdraws from an in-person or online course, the INSP will charge the client the full price of the service.

6-3 – Force majeure

If the student withdraws from the course owing to force majeure, as duly acknowledged and reported by the client by registered letter sent with advice of receipt, enclosing all relevant supporting documents, the INSP may offer to postpone the course, issue a credit valid for any course in the INSP's catalogue for a duration of one year, or refund any fees already paid. The client will be required to pay for any services already rendered prorata temporis based on the number of hours of tuition received by the student.

Article 7 - Cancellation or postponement by the INSP

7-1 – Cancellation or postponement

The INSP reserves the right to postpone the course to a later date in the same calendar year or to cancel the course. A course may be postponed or cancelled if the number of students enrolled is insufficient to allow the course to proceed smoothly or renders it financially unviable.

The INSP undertakes to inform the clients concerned or the students designated by the client by post or email. The

decision to postpone or cancel a course will be made no later than five (5) business days before the course is due to start.

In case of cancellation, the INSP will refund any enrolment fees already paid by the client. No compensation shall be due to the client, and any booking, travel, and accommodation expenses incurred before the invitation to attend the course is sent will not be refunded under any circumstances.

7-2 – Force majeure

In case of force majeure, as defined by Article 1218 of the French Civil Code (*Code Civil*) and existing case law, the INSP reserves the right:

- where the education course cannot take place in person as planned, to proceed with the course under alternative practical arrangements that allow the course programme's stated objectives to be met;
- to postpone all or part of the course;
- to cancel the course.

If the client does not agree with the proposed arrangements for continuing or resuming the education course, their enrolment will be terminated without compensation of any kind. Where the course is completed only partially as a result of actions or decisions by the INSP, the client will be billed prorata temporis based on the number of hours of tuition received by the student.

In all of the above cases, the INSP accepts no liability whatsoever and the client may claim no compensation of any kind.

Article 8 – Policies & procedures

When attending education course sessions, the client undertakes to read and abide by the INSP's policies and procedures, and where applicable the specific course rules. The INSP's policies and procedures can be found at <https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000048708870>.

The client guarantees that any students they may designate to attend education course sessions will observe these policies and procedures, and assumes joint and several liability for their compliance.

The INSP accepts no liability for any damage or loss of items or personal effects brought to education course sessions by students.

Article 9 - Online courses

9-1 – Description

The INSP offers online education courses via its online teaching platform or video conferencing solutions.

9-2 – Access to online courses and prerequisites

To access their online course, each student will receive an email containing a username and password or a clickable link granting them personal access to the solution used. Access is possible only for the duration of the course, as stated in the enrolment form or the special terms and conditions.

Details of the procedure for using the online course solution will be provided in the invitation to attend.

Unless otherwise stipulated, each learning module is available in French and/or English for online courses intended to prepare students for European competitive examinations. The student will need to provide the following:

- a computer, tablet, or smartphone;
- access to the internet;
- a recent browser;
- a webcam, headset, or microphone and speaker for courses taught via video conferencing solutions.

9-3 – Right of personal use

The username and password or the clickable link provided to the student are strictly personal and confidential. The student bears sole responsibility for them. They may under no circumstances be transferred, resold, or shared with third parties. The client guarantees the INSP that their student(s) will abide by the terms of this clause, and accepts liability for any fraudulent or improper use of access codes or links. In the event that their access credentials are lost or stolen, the client must inform the INSP immediately by writing to formation.continue@insp.gouv.fr, indicating the course concerned. In the event that the client should breach any of the provisions of this clause, the INSP reserves the right to suspend the service without prior notice or compensation.

9-4 – Access guarantees and service outages

The INSP will make every effort to ensure that the platform is available twenty-four hours a day, seven days a week, for the duration of the period during which the client is entitled to use the module(s). The INSP may suspend access to the platform or certain services at any time and without notice or compensation in the event of force majeure, technical problems including internet issues, or maintenance required to keep the platform in good working order.

If the platform is unavailable, the client may inform the INSP by writing to the email address shown on the dedicated website page for the course concerned.

In the event of a service outage for corrective maintenance, the INSP will make every effort to resolve the issue within 24 business hours. After this period, the INSP will extend students' access to the module(s) concerned for a period equal to the duration of the outage.

9-5 – Non-conformities and anomalies

The INSP cannot guarantee that the module or modules will be entirely free of interruptions or errors.

"Non-conformity" is understood to mean any discrepancy between the module(s) delivered and the enrolment form signed by the client.

An "anomaly" is understood to mean any outage, incident, issue, deterioration in performance, or unavailability of features preventing all or part of the module(s) from being used normally.

All complaints regarding non-conformities or anomalies affecting the module(s) delivered must be made in writing within eight (8) days following delivery of the module access credentials, by sending an email to formation.continue@insp.gouv.fr. The client must provide evidence (in any form) of the non-conformity or anomaly

concerned. Only the INSP may make changes to the module(s). The client must refrain from intervening itself or having a third party intervene for this purpose.

However, the guarantee does not apply if the anomaly originates from the client, for example where changes are made to the technical requirements without the INSP's prior consent or where anomalies occur as a result of incorrect actions by the student.

9-6 – Cookies

When accessing the platform, information about the client's browsing activity may be recorded in cookies installed on their computer. These cookies are intended to make browsing the platform easier. Cookies installed contain no personal information about the client and are intended for the INSP's exclusive use. Cookies are small files sent to the client's computer and stored on their hard drive. They are used to make browsing the platform easier and are required for accessing certain features. The client may disable cookies and choose for them not to be installed without their express consent by updating their browser settings. Any settings configured by the client may affect browsing on the platform and access to certain services that require cookies.

9-7 – The INSP's liability

The INSP accepts no liability whatsoever for any hardware failure or issue, incorrect use of e-learning modules by students, or any circumstances beyond the INSP's control. The INSP is not liable for any indirect damage such as data loss, file loss, operating losses, loss of business, loss of profit, or image or reputational damage. Similarly, the INSP is not liable for malfunctions caused by the student's access provider or hardware.

Article 10 – Assessments and certificates

At the end of the education course, the INSP may issue the student with a certificate indicating the objectives, nature, and duration of the modules taken. The company or organisation funding the student's enrolment on the course may, upon request, obtain a certificate confirming the student's regular attendance.

Article 11 – Complaints

If the client has complaints regarding educational, administrative, or financial matters relating to the course followed, they may write to formation.continue@insp.gouv.fr.

Article 12 - Intellectual property – Copyright

Under intellectual property laws, all software, applications, materials, lessons, and documents in general provided to the client are the property of the INSP or its licensors. Accordingly, their exploitation, reproduction, adaptation, translation, sale, or representation by the client or their employees, whether wholly or partly and by any means of communication, is strictly prohibited. Any breach of this prohibition may result in legal action.

In particular, the client must refrain from using course content to train anyone other than those members of their

own personnel having taken the course, and will be liable for any unauthorised transfer or disclosure of content, pursuant to Articles L. 122-4 and L. 335-2 et seq. of the French Code of Intellectual Property Law (*Code de la Propriété Intellectuelle*).

All reproduction, representation, modification, publication, transmission, distortion of any content provided to the client, whether wholly or partly, is strictly prohibited, regardless of the process and medium used. In exchange for payment of the applicable fee, the client is granted a personal, non-transferable and non-exclusive right to use the e-learning modules for a limited period commencing when the access credentials are set up and not exceeding the duration indicated in the enrolment form or the special terms and conditions.

Any unauthorised use may result in enrolment being suspended or cancelled and fees paid will not be refunded. Legal action may also be brought for copyright infringement.

Neither the client nor the student may make audio or visual recordings unless expressly permitted to do so by the INSP.

The client guarantees that any students they may designate to attend education course sessions will observe these rules, and assumes joint and several liability for their compliance.

Article 13 - Personal data

The client is informed that their personal data provided to the INSP for the purpose of orders placed is processed by automated means, pursuant to French Information and Freedoms Act No. 78-17 of 6 January 1978, amended, and EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. As such, data may be disclosed to the INSP's contractual partners for the purposes of those orders. The INSP guarantees that personal data collected in connection with the enrolment agreement are hosted exclusively within the European Union.

The client undertakes to inform all students that:

- the INSP collects and processed their personal data for the purpose of providing and monitoring the education course;
- the INSP has access to data concerning students' connections, courses and learning achievements;

These data are kept for the purpose of providing and monitoring the course, and also for direct marketing purposes with the client's express consent. With the exception of non-anonymised personal data, some of these data may be used for statistical purposes.

Personal data are kept only for as long as necessary to perform the services ordered, plus such statutory retention periods as may be required to preserve evidence of the services. Personal data used for direct marketing will be kept for a period of three years, after which it will be permanently erased unless a new agreement is made with the client.

The client has a right of access, a right to rectification, a right to erasure, a right to restrict processing, and a right to data portability in respect of their personal data. The client may exercise these rights by sending an email to dpo@insp.gouv.fr, providing proof of their identity. Any request to erase data may result in the INSP being unable to honour the client's order.

Article 14 - Confidentiality

The parties undertake to treat as strictly confidential all information and documents of an economic or technical nature relating to the other party, to which they may gain access in the course of the agreement or in correspondence prior to the signing of the agreement. This includes information contained in the financial proposal sent to the client by the INSP.

The INSP undertakes not to disclose information about students provided by the client to any third parties with the exception of its partners.

Article 15 - Communication

The client agrees that the INSP may make reference to them as a purchaser of its education courses. Subject to compliance with the provisions of Article 13 above, the INSP may include the client's name and an objective description of the services provided in its lists of references, including on its website, in its communications, promotional materials, annual report, and where required by statutory, regulatory or financial rules.

Article 16 - Amendments, non-waiver, severability

The INSP reserves the right to make unilateral changes to these terms and conditions. The terms and conditions applicable are those in force on the date the client places their order. Failure by either party to enforce any provision of these terms and conditions shall not be construed as a waiver of their rights hereunder.

If one of the provisions of these terms and conditions is set aside, the other provisions shall retain their full effect between the INSP and the client.

Article 17 – Disputes

These terms and conditions are governed by the laws of France. In the event of a dispute regarding the application or interpretation of the agreement between the client and the INSP, the parties undertake to seek an amicable solution before bringing legal action. If no amicable solution can be found, the dispute will be brought before the court of competent jurisdiction.

*Terms and conditions of sale effective as of February 2025, subject to change. Refer to the conditions published online at insp.gouv.fr.