



Catholic Institute of Toulouse

GENERAL CONDITIONS

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PRESENTATION :

The Institut Catholique de Toulouse (ICT) is an Etablissement d'Enseignement Supérieur Privé d'Intérêt Général (EESPIG) with its head office at 31, rue de la Fonderie BP 7012 31068 Toulouse Cedex 7. It is an association under the Law of 1901, recognised as being of public interest by the decree of 22/11/2001 and registered with the Préfecture de la Haute Garonne under No. RNA W313006581 - SIRET No. 776 944 100 00010 - APE Code: 8542Z and is a registered charity.

a continuing education organisation registered with the Occitanie Prefecture under declaration number 73 31 00401 31 (This registration does not imply government approval).

ICT has three sites in Toulouse: 31, rue de la Fonderie, 22, rue des Fleurs and 7-8 Place du Parlement, 31000 Toulouse.

It is also based in Bordeaux: Campus François d'Assises - 2-8 allée Marianne Loir, 33800 Bordeaux.

It offers and delivers short and long initial training courses and lifelong continuing professional development courses, whether or not on a sandwich course basis. These courses can be face-to-face, distance learning or a combination of the two. Anyone enrolling at the ICT must hold a secondary school-leaving certificate (French baccalaureate or equivalent).

The courses are part of the preparation for a state university diploma (Bachelor's, Master's or Doctorate), a school diploma/university diploma, professional certification or short courses, for those that do not necessarily lead to a diploma or certification, as part of a Validation of Acquired Experience (VAE).

In the following paragraphs, it is agreed to refer to :

▪ **Auditor:** any person enrolled in one of the ICT courses to follow the curriculum without preparing for the diploma.

▪ **Student:** any natural person residing in the Schengen area who enrolls in an ICT course as an undergraduate.

▪ **Work-study contract:** professional training contract in continuing professional education.

▪ **Trainee:** any natural person who registers for ICT professional training on an individual basis and at his or her own expense and for whom a training contract has been signed between the ICT and the trainee, OR any natural person who registers for training paid for by a funder for whom a training agreement or work-study contract has been signed between the ICT, the funder or the trainee.

▪ **FLE learner:** any person of foreign nationality enrolled on a French as a Foreign Language course.

Client: this term applies to the student, the auditor, the trainee, the FLE learner and the funder.

▪ **Funder:** any legal entity that finances the training project of an individual (employer, Skills Operator (OPCO), France Travail) who enters into a training agreement or work-linked training contract.

▪ **GC:** General Conditions

▪ **GPU:** General Terms and Conditions of Use.

▪ **VAE:** Validation of Acquired Experience

SCOPE AND PURPOSE :

These GTC apply to all training and VAE courses provided by the ICT. They therefore apply to both initial vocational training (apprenticeship) and continuing vocational training.

These GTC apply to all ICT registrants except apprentices and ERASMUS students on incoming mobility.

The customer also acknowledges that, prior to any registration, he/she has received sufficient information and advice from the ICT, enabling him/her to ensure that the training offered meets his/her needs.

The customer agrees to provide and maintain accurate, up-to-date and complete information about him or herself.

REGISTRATION :

General information for all entries:

The enrolment procedure (à la carte course, module, session, semester or year) depends on the course chosen. Applicants must meet the conditions for submitting an application and satisfy the access conditions and prerequisites specific to the course. ICT reserves the right to subject any enrolment in a course to a selective pre-registration phase (application, test and interview).

General case: registration with the ICT takes place in two stages:

- Firstly, enrolment in the course, by which the course leader validates the application of the student/trainee or auditor.
- Administrative and financial registration, by which the student/trainee/learner confirms his/her definitive enrolment at the ICT.

Special case: When training courses have been referenced as part of a call for tenders or a call for proposals, applications are examined upstream by the funding body for the pedagogical part. Only the administrative registration is then finalised with the ICT on the basis of the information provided by the training referencing body.

Administrative registration implies the submission of a complete file and the customer's full acceptance of these GTC. Any condition to the contrary, and in particular any general or specific condition opposed by the customer, shall not prevail over these GTC, unless formally accepted in writing by the ICT, regardless of when it may have been brought to its attention.

The fact that the CTI does not invoke any of these GTC at a given time may not be interpreted as a waiver of the right to invoke them at a later date.

The student/auditor is invited to accept these Terms and Conditions at the time of his/her final administrative registration.

The trainee and the funder are asked to accept these GTC when they sign the training contract or agreement. The funder guarantees compliance with these GTC by all persons registered for training through its intermediary.

For long courses, registration is annual and covers the academic year applicable to the course concerned. It must be renewed at the beginning of the following academic year in the case of re-registration.

Once a complete application form has been submitted, the Terms and Conditions have been accepted, the school's internal regulations have been complied with and the terms and conditions for payment of tuition and enrolment fees have been respected by the customer, the enrolment/re-enrolment is definitively validated.

In the event of deferred payment of enrolment fees, the customer remains liable for the full amount due.

The customer's definitive enrolment implies a commitment to attend school for the duration of the chosen course.

Final enrolment triggers the student's, trainee's or auditor's rights: access to the various ICT sites, access to the digital workspaces and courses specific to the chosen course, access to the library, access to the canteen.

The ICT will then provide the student/trainee/learner with :

- Invitation to the course
- The welcome booklet containing the house rules
- The training booklet (if applicable)
- The student card/trade student card (if applicable) or the badge allowing access to the various sites.

If the student card or badge is lost, the student/trainee or auditor must immediately inform the secretariat of the course to which he/she belongs.

The cost of re-issuing these documents will be borne by the customer.

- A school leaving certificate
- Links to the Digital Working Environment
- The Individual Training Protocol (PIF) in the event of distance learning

At the end of the course, a certificate of completion for the vocational training is sent to the customer.

In the case of a course leading to a qualification, a transcript of marks, a diploma or a certificate of successful completion will be issued on request.

In the case of training leading to certification, the following are also issued:

- a professional qualification via a parchment,
- one or more blocks of a professional qualification by means of a skills block certificate.

Registration - Initial training :

Pre-enrolment in 1^{ère} - initial training via the Parcoursup® platform:

Pre-registration is done directly online on the Parcoursup® platform:

<https://parcoursup.fr>

Information on courses, how to apply, how to formulate and confirm wishes and the timetable to be followed is communicated directly via the Parcoursup® platform. The ICT informs the Parcoursup® student applicant of the outcome of his/her application.

Once their application has been validated by the ICT, students who accept the offer receive an e-mail from the ICT inviting them to create their personal space and submit the documents in their file within the deadlines indicated on Parcoursup® on the ICT's Scolaweb online registration platform: <https://scolaweb.ict-toulouse.fr>.

Pre-enrolment in Master 1- initial training via the MonMaster® platform:

Pre-registration for students with an L3 degree or another diploma that gives access to the Master's programme is done directly online on the Mon-Master® platform: [MonMaster.gouv.fr](https://www.monmaster.gouv.fr)

Information on courses, how to apply, how to formulate and confirm wishes and the timetable to be followed is communicated directly via the MonMaster® platform. The ICT informs the MonMaster® student applicant of the outcome of his/her application.

Once their application has been validated, students who accept the offer receive an e-mail from the ICT inviting them to create their personal space and submit the documents in their file within the deadlines indicated on MonMaster® on the ICT's Scolaweb online registration platform: <https://scolaweb.ict-toulouse.fr>.

Registration or re-registration for any other initial training course :

Information on courses, programmes and admission requirements can be found on the ICT website (<https://www.ict-toulouse.fr/formation/>), at the school's open days or at the secretariats of the ICT institutes/schools/faculties.

Depending on the course, students/trainees/learners of French as a foreign language or auditors are invited to submit their completed and signed registration form or dossier to the address indicated on the course brochure or online via the ICT's Scolaweb registration platform: <https://scolaweb.ict-toulouse.fr>

In addition to tuition and registration fees, students in initial training must pay the Contribution de Vie Etudiante et de Campus (CVEC) (Student and Campus Life Contribution) at: <https://messervices.etudiant.gouv.fr> and provide the ICT with proof of payment (or in some cases exemption) of the CVEC as part of the application form.

Registrations - Continuing vocational training :

Registration - Continuing professional development financed on an individual basis and at the trainee's own expense:

Information on courses, programmes and admission requirements is available on the ICT website (<https://www.ict-toulouse.fr/training/>), at the school's open days or from the secretariats of the ICT schools and institutes.

In accordance with the provisions of article L. 6353-3 of the French Labour Code, a training contract is drawn up in duplicate between the trainee and the ICT prior to any definitive enrolment. Final validation of the trainee's enrolment can only take place at the end of the fourteen (14) day withdrawal period, as provided for in article L 6353-5 of the French Labour Code. This period runs from the day after the contract is signed.

Except in the case of courses listed in a call for tenders or a call for proposals, trainees are invited to submit their completed and signed enrolment form to the secretariat of the ICT institute/school or faculty providing the course, at the end of the aforementioned period.

The registration form must be accompanied by the following documents:

- a copy of the training contract, dated and signed by all parties, including the terms and conditions for payment of training and enrolment or tuition fees.
- if the training is provided via distance learning or blended learning, the Individual Training Protocol (PIF) is generated and must be signed.

The ICT's final approval of the trainee's enrolment can only be given once the complete administrative enrolment form has been submitted, the withdrawal period has expired and the enrolment fees have been paid.

The trainee will receive an e-mail from ICT confirming their definitive enrolment.

Registration - Professional training financed using the Personal Training Account (CPF) :

When the holder of a personal training account wishes to finance his training using the rights registered on his account, the contract between him and the CTI takes place via the online platform Mon compte formation: <https://www.moncompteformation.gouv.fr> or on a mobile application. Acceptance of the platform's GTUs constitutes a contract.

The GCU define the contractual obligations of both parties, as well as the consequences in the event of a breach of the commitments entered into. The CPF holder and the TCI must comply with them. No other contractual document is signed for the training courses selected via this platform.

In the case of CPF funding, the GTCs of the Mon compte formation platform take precedence over these GTCs.

Trainees pre-register online via the My Training Account platform. The procedures for submitting applications, the timetable to be followed, the procedures for placing the training order and validating the trainee's final registration are also communicated directly via the platform.

Once the training order has been validated, the trainee will receive a certificate of enrolment.

Registration - Professional training paid for by a funding body, except for training listed in a call for tenders or a call for proposals:

Information on courses, programmes and admission requirements can be found on the ICT website: <https://www.ict-toulouse.fr/formation/>

Final validation of registration by the ICT can only take place once the training agreement has been concluded between the ICT and the funder or, in some cases, the trainee.

It is the responsibility of the trainee or his/her employer to apply to the funding organisation for funding before the start of the course. The funding agreement is appended to the training agreement.

The training agreement is drawn up in duplicate or triplicate between the funder, the ICT and, if applicable, the trainee.

The duly completed and signed application form must be submitted either on the Scolaweb platform or to the secretariat of the ICT institute/school or faculty offering the course, at the end of the above-mentioned deadline.

The registration form must be accompanied by the following documents:

- a copy of the training agreement or order form, dated, signed and stamped by the company, together with the financing agreement.

- if the training is provided via distance learning or blended learning, the Individual Training Protocol (PIF)

At the end of the training course :

- A certificate of completion is issued to the trainee or the funder.
- An invoice is sent to the funding organisation, together with a certificate of attendance on request.

Registration - Open and/or distance learning (ODL) or blended learning :

For ODL, the ICT uses the Moodle teaching platform™ under a general public licence (GNU GPL): <https://moodle.ict-toulouse.fr>.

This platform offers tools for following a distance learning programme: resource storage areas, virtual classroom, chat areas, quizzes, diary, communication tools (forum and internal messaging), document deposit areas, connection records.

The terms and conditions for using the platform are set out in the Individual Training Protocol (ITP), which is given to customers when they register. For trainees, regardless of the type of funding, if the training is delivered via distance learning or blended learning, the Individual Training Protocol (ITP) is appended to the training agreement or contract.

In particular, the PIF provides the trainee with information about the conditions under which the training will be carried out: the timetable, the various teaching methods, the estimated time required to complete the work, how the training will be assessed and who will provide teaching or technical assistance. It also includes a list of technical prerequisites. It is the responsibility of each user to ensure the compatibility of their

He/she will not be able to rely on incompatibility or a lack of access to the platform after the withdrawal period has expired.

Access to the platform is available throughout the course.

To access the platform, each student/trainee/auditor receives a login and password by e-mail when they register. This information is sensitive, strictly personal and confidential. As such, they may not be transferred, resold or shared. Platform users are responsible for the preservation and confidentiality of their login and undertake not to communicate, transfer, sell or hire out their login to a third party.

The funder guarantees to the ICT that all trainees will comply with this clause and will be liable for any fraudulent or abusive use of access codes.

The customer shall immediately inform the ICT faculty, institute or school of the loss or theft of access keys. In the event of a breach of the inalienability clause or the sharing of access keys, the ICT faculty, institute or school reserves the right to suspend the service, without compensation, prior notice or prior information.

The student/trainee/auditor undertakes to comply with the regulations applicable to intellectual property when using the elements making up the Platform: the computer copying of texts, images and HTML code, the unauthorised distribution of downloadable documents (including videos) and hypertext links are infringements of intellectual property law for which their author is criminally liable.

The Platform user undertakes not to use the means of communication integrated into the Platform (messaging, forums) for the purposes of promotion, unwanted advertising, protest or the dissemination of images or comments contrary to public decency.

Failure to comply with these commitments will result in the offender being automatically removed from the list of users.

The ICT endeavours to allow access to the platform 24 hours a day, 7 days a week for the duration of the rights of use, but may be required to interrupt access to the platform (or part of the services) at any time in the event of :

- force majeure or an event beyond the control of the ICT and any breakdowns
- maintenance work required for the platform to function properly.

The ICT undertakes to inform users of any scheduled interruption of services, either by e-mail or by a message on the platform's home page. Exceptional maintenance operations, in particular the application of critical security updates, are excluded from this information measure.

When consulting the platform, information relating to customer browsing may be recorded in "cookies" files installed on their computer. These cookies are issued by ICT in order to facilitate browsing on the platform. The cookie installed does not contain any personal information about the customer and is for the exclusive use of the ICT.

A cookie is a small file sent to the customer's computer and stored on their hard drive. It facilitates navigation on the platform and is essential for access to certain functions. Customers can change their browser settings to deactivate cookies and prevent them from being installed without their express consent. Any settings made by the customer may affect navigation on the platform and access to certain services requiring the use of cookies.

ICT provides users with technical support: assistance.sin@ict-toulouse.fr from Monday to Friday, 9am to 5pm, except when the establishment is closed. The purpose of the support is to identify the malfunction and, depending on the difficulty encountered, either to provide an immediate response or to provide an acceptable workaround as quickly as possible.

CANCELLATION-REPORT- MODIFICATIONS BY ICT :

The ICT reserves the right to adapt the content and methods used, as initially defined in the course outline, in line with the educational objectives:

- modify the location of the course, the way it is run and the content of the programme in a minor way, or postpone it if circumstances so require,
 - offer distance learning, if circumstances so require,
 - to replace certain lecturers who are unable to attend by other lecturers, while guaranteeing the same quality of training, whether face-to-face or distance learning.
- It informs its customers as soon as possible by e-mail.

The ICT reserves the right to cancel or postpone a training session if the number of registered participants is insufficient. In this case, the training referencing organisation or the customer will be notified of the cancellation or postponement as soon as possible, and no later than 7 working days before the start of the course for a short course, and 30 working days before the start of the course for a long course.

In the event of cancellation, the ICT will notify the customer by e-mail and the sums paid by the customer in respect of registration fees and tuition or training fees will be reimbursed in full within 14 calendar days of the date on which the e-mail is sent. If this period expires on a Saturday or Sunday, or on a bank holiday or day off, it will be extended until the next working day. In the event of

If the ICT is responsible for the partial completion of the course, the invoice will be issued on a pro rata basis for the number of hours completed in relation to the total number of hours planned.

In the event of postponement, the customer's written agreement will be requested by e-mail and the course will be held at a later date. In this case, the registration fee is retained by ICT.

WITHDRAWAL, CANCELLATION OR ABANDONMENT BY THE CUSTOMER :

Any request for early termination of the course will also result in the termination of the associated ancillary services, in particular access to the digital environment, access to the various sites, access to the library, access to the canteen, etc.

The customer must immediately return the student card and badge given to him/her on registration, by registered letter with acknowledgement of receipt or against receipt to the secretariat of the ICT faculty, institute or school to which he/she belongs.

Refund procedure in the event of withdrawal :

In the event of withdrawal within the period stipulated by law, ICT will reimburse all sums paid by the customer for enrolment and tuition fees.

Beyond the legal withdrawal period, no reimbursement of the cost of the course will be made if the request for cancellation is made less than 15 calendar days before the course start date.

Partial reimbursement, up to a maximum of 50%, may be granted, with the agreement of the ICT General Secretariat, if the request is made between fifteen (15) calendar days and one (1) month before the start date of the course.

A full refund may be granted, with the agreement of the ICT General Secretariat, if requested at least one (1) calendar month before the course start date.

Cancellation

Force majeure or compelling legitimate reason

Reasons must be given for termination.

If the customer is unable to continue with the training due to force majeure or for a legitimate and compelling reason, the customer may, in accordance with article L6353-7 of the French Labour Code, request the termination of the contract. He shall then inform the ICT of his wish to terminate the contract by registered letter with acknowledgement of receipt. The letter shall set out the reason for termination and shall include any supporting documents enabling the force majeure situation or the alleged legitimate and compelling reason to be assessed.

In the event of force majeure or a legitimate and compelling reason, termination takes effect on the date of receipt of the letter. The postmark will be taken as proof. In this case, only the tuition fees for the

services actually provided is due, pro rata to the duration of the course attended up to the date of cancellation. Registration fees will not be reimbursed.

Absences, dropping out

In initial training, except in cases of force majeure or legitimate and compelling reasons, any semester started is due. In the event of withdrawal before the start of the second semester, more than 14 days after enrolment, 40% of the tuition fees will be refunded. Registration fees will not be refunded.

In the case of continuing professional training, except in cases of force majeure or legitimate and compelling reasons, any hour given but not attended by the customer (absence) duly recorded is due. It will be billed to the customer:

- to the trainee as part of a course financed on an individual basis
- the funder in the case of training paid for by a funder

Except in cases of force majeure or for legitimate and compelling reasons, if the customer cancels his/her participation in the course in progress (withdrawal), the full cost of the course is due and will be invoiced:

- to the trainee as part of a course financed on an individual basis
- the funder in the case of training paid for by a funder

PRICES AND PAYMENT TERMS :

Training fees are quoted in euros and are not subject to VAT, as ICT is exempt from VAT in accordance with articles 261-4-4° and 261-7-1° of the French General Tax Code.

Prices include enrolment fees (application processing fees) for initial training only and tuition/educational fees (training fees, overheads and operating costs).

They do not include the Contribution Vie Etudiante et Campus (Student and Campus Life Contribution) or any fees charged by banks.

Training fees do not include the following optional services: teaching supplies, photocopies, library fees, catering, transport or accommodation. These may be invoiced separately to the customer.

When the customer follows a diploma course leading to a national diploma or an establishment diploma (D.U.), in addition to the enrolment fees, he/she is required to pay a diploma enrolment fee, the amount of which is determined by ministerial decree in the case of national diplomas and by an ICT electoral panel in the case of its own diplomas or courses preparing for examinations or competitions. The latter are invoiced separately by the ICT.

Applicable rates - Initial training :

Each ICT faculty, institute or school will inform you of the amount and method of payment of registration fees on the course brochure, via the ICT website and the Scolaweb platform.

Reduced rates :

Differentiated rates according to income (social rates) are offered to students undergoing initial training on presentation of a tax notice from the French taxpayer's N-1 tax household for enrolment or re-registration in year N.

The ICT may grant a 5% reduction in the following specific cases: large families, siblings enrolled at the ICT, children of employees of the establishment), up to the limit of the lowest tariff and on presentation of supporting documents.

In the absence of supporting documents, the full rate will apply.

CROUS aid and ICT social aid :

Any student enrolled on an initial degree course at the ICT (state diplomas) is entitled to apply for study grants from the CROUS:

<https://www.etudiant.gouv.fr/fr/guide-de-letudiant>

CROUS grant-holders enrolled at the ICT must, however, pay the registration and tuition fees to the ICT.

Applications for ICT welfare benefits should be collected from the university secretariat of each faculty, institute or school at the beginning of the academic year. Any application that is incomplete or returned after the deadline will not be processed by the social aid committee.

Social assistance is not tacitly renewable from one academic year to the next: it is not granted systematically and the amount may vary from one year to the next.

Their allocation is subject to analysis by the social assistance committee, which retains sovereignty over the decisions taken.

In the event of a repeat year (partial re-enrolment), the ICT applies a personalised fee that takes into account the ECTS corresponding to the subjects concerned and, where applicable, the social rate applicable to the student/auditor/trainee.

On enrolment, students must pay a minimum deposit of €350.

Enrolment fees are collected in full or in part on the day of enrolment upon presentation of the corresponding invoice, and then on the dates specified in the payment schedule in the case of payment by instalments.

Payment must be made within the period indicated on the invoice issued by ICT.

Applicable rates - Continuing vocational training :

Individually paid vocational training :

The amount and terms of payment of enrolment and tuition fees are specified in the training contract. The ICT may agree to payment in instalments. The trainee undertakes to respect the payment schedule set out in the training contract.

The trainee must pay a deposit of no more than 30% of the course price. This deposit can only be demanded once the ten-day withdrawal period has expired (or fourteen days for distance learning contracts), which runs from the date on which the training contract is signed.

The other instalments are fixed at the mid-point of the training course for an amount corresponding to 50% of the training costs at the mid-point of the training course, on the date indicated on the training contract and at the end of the training course for the remaining balance (20%).

At each due date, ICT will issue an invoice and send it to the trainee by e-mail. Registration fees are payable on receipt of the invoice. Payment must be made within the period indicated on the invoice.

Professional training paid for by a funding body :

The amount and terms of payment of tuition fees are specified in the training agreement. It explicitly states which establishment is to be invoiced.

The financing agreement is appended to the training agreement. The trainee's enrolment in the course cannot be definitively validated without the financing agreement.

In the event of partial coverage by a third-party organisation, the difference will be billed directly to the signatory company in accordance with the distribution key set out in the training agreement.

If the funding agreement from the funding body does not reach the ICT before the first day of training, the ICT reserves the right to invoice the signatory company for the full cost of training.

If a trainee is absent from a training course covered by a funder, the funder will be billed for the hours not attended.

In the event of default by the funder, where this is the result of the trainee's absence from the course, the trainee undertakes to pay all sums due in arrears.

Furthermore, in the event that the third party organisation does not agree to pay its share of the costs (due to the trainee's absence or withdrawal), the cost of the entire training course and any ancillary costs will remain payable by the signatory company.

The funder can choose to be invoiced either :

- On receipt of the invoice at the start of the course
- On receipt of the invoice at the end of the course
- On receipt of the invoice in the middle of the course (in the case of multi-year courses)

The ICT sends the invoice by e-mail to the establishment to be invoiced, designated in the training agreement. Payment must be made within the period indicated on the invoice.

Price review :

Course fees are reviewed each year and approved by the Board of Directors.

Terms of payment

Whatever the type of training (initial or vocational), the number of the invoice issued by the ICT must be specified at the time of payment, whatever the method of payment chosen.

Payment can be made* :

• By cheque payable to : **Institut Catholique de Toulouse**

To be sent to :

Institut Catholique de Toulouse
Accounts department
31 rue de la Fonderie - BP 7012
31068 Toulouse Cedex 7

• By credit card

• By bank transfer or direct debit (with SEPA mandate): **SOCIETE GENERALE LABEGE TOULOUSE ENTREPRISES**

IBAN: FR76 3000 3021 1000 0372 6666
104 BIC-SWIFT: SOGEFRPP

*thirty (30) days from the date of issue of the invoice by the ICT.

Default of payment

As soon as a payment incident is identified, an amicable solution will be sought. Bank charges will be borne by the customer.

In the absence of an amicable solution, the ICT will use all legal means to obtain payment of the invoices issued. Legal action may result in additional costs being incurred by the debtor.

The ICT reserves the right to suspend a person's participation in a course in the event of non-payment of any of the scheduled instalments.

The course must be paid for in full before it can be validated (diploma, certificate, attestation, etc.). If registration fees are not paid in full, no transcript of records will be issued and no diploma will be awarded.

In addition, in the event of payment by a funder :
• in accordance with articles L441-3 and L441-6 of the French Commercial Code, a flat-rate recovery fee of €40 will automatically be payable by the funder on the first day on which the payment deadline shown on the invoice is exceeded.

• late payment penalties are automatically payable by the funder if payment is not received on the day following the due date indicated on the

invoice. They amount to three times the legal interest rate in accordance with article L 141-6 of the French Commercial Code, resulting from law 2008-776 of 4 August 2008.

CIVIL LIABILITY :

ICT undertakes to carry out the training services with all the care and skill at its disposal. As this is an intellectual service, ICT is only bound by an obligation of means. The ICT undertakes to help the student/auditor/trainee to follow a suitable course of study. For the trainee, the aim of this programme is to achieve a professional objective (articles L6313-1 and L6313-2 of the French Labour Code).

The ICT declares that it holds a professional and operational civil liability insurance policy (no. 111 439 439 04), taken out with Mutuelle Saint Christophe assurances, 277, rue Saint Jacques 75256 Paris cedex 05, covering all consequences that may arise directly from its professional activities.

For the duration of the course, the student/trainee/auditor undertakes to be covered by civil liability insurance in the context of his/her studies (compensation for damage caused to a third party). Beneficiaries of "Multirisques habitation" (comprehensive home insurance) head of family liability cover should check that this includes an extension covering their activities at the ICT (courses, internships, other activities related to student life). It is also recommended that the student/trainee/auditor take out personal accident insurance.

SOCIAL PROTECTION :

All French students enrolling for the first time at the ICT are automatically attached to their previous compulsory health insurance scheme (régime général, MSA or other) for reimbursement of healthcare costs. In practice, the scheme is often that of the parents or legal guardians. There are no specific steps to take. It is also possible to supplement the compulsory scheme with optional supplementary health cover from the organisation of your choice.

INTELLECTUAL PROPERTY :

All face-to-face or e-learning courses, programmes, works and documents, whatever their form (paper, electronic, digital, oral, etc.), given to the student/trainee/auditor are works protected by national and international legislation on copyright and related rights. They remain the exclusive intellectual property of the ICT. They are intended for the personal use of students/trainees. As such, they may not be used for commercial or professional purposes. Any use, transformation, reproduction, exploitation

that is not expressly authorised by the TCI is illegal. Any unauthorised transfer or communication of content, regardless of the process or medium used, will render the author liable under Articles L122-4 and L335-2 et seq. of the French Intellectual Property Code.

DATA PROTECTION OF A PERSONAL NATURE (RGPD) :

The ICT undertakes to comply with the provisions of the amended Data Protection Act and Regulation (EU) 2016/679 of the European Parliament of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). The personal data collected by the ICT when a student/trainee/auditor registers in a course whatever whatever course or at a later date are the surname, first name, postal address, telephone number, photo, login details for their personal space, their training path and the monitoring of their learning.

In particular, data processing complies with principles of purpose, proportionality, limited data retention periods, security and confidentiality. Only persons authorised to manage training at the ICT have access to it. Personal data is used and stored by the ICT solely for the following purposes:

- ensuring the administrative and pedagogical management of students/trainees.

It will not be passed on to third parties other than any technical service providers responsible for managing the services, who are required to respect the confidentiality of the information and to use it only for the specific operation for which they are required.

They can also be used to :

- statistics compiled by the Ministry of Higher Education and Research, the Rectorat and the skills operators (OPCO),

- enable surveys on student living conditions to be carried out by the Observatoire national de la Vie Etudiante (OVE).

As the party responsible for processing its staff files, the funder undertakes to inform each trainee enrolled in one of the ICT's training courses that personal data concerning him/her is collected and processed by the ICT for the purposes of carrying out and monitoring the training course, that the connection, the training course and the monitoring of the trainees' achievements are data accessible to its services.

The funder is responsible for the conservation and confidentiality of all data concerning the trainee to which it has had access.

Personal data is kept for a period that complies with legal provisions or is proportionate to the purposes for which it was recorded.

The student/trainee/auditor has the right to access, rectify, delete, limit the processing of, port or object to his/her personal data. They may exercise these rights by providing proof of their identity, by sending a written request by post or e-mail to :

**Data Protection Officer - ICT 31 Rue de la Fonderie - BP 7012
31068 Toulouse Cedex 7
dpo@ict-toulouse.fr**

COMMUNICATION :

In compliance with legislation relating to the protection of personal data, any use of the student's/trainee's/auditeur libre's personal data by the ICT as part of its institutional communication must be done with the express written agreement of the student/trainee/auditeur libre or his/her legal representative if he/she is a minor: his/her name and possibly the subject of the training contract/agreement may, with his/her agreement, be used in the ICT's reference lists and proposals to prospective clients and other students/trainees during interviews.

- In addition, under Article 9 of the Civil Code, "Everyone has the right to respect for his or her private life", and regardless of the medium used (photo, video, sound recording), it is an offence punishable by law to fix or publish the image or sound of a person's voice without their permission.
- The ICT may only use these procedures after having obtained the express written consent of the student/trainee/auditor.
- The consent form for the student/trainee/auditor will specify the nature and purpose of the project, the dates, the places, the publication medium and how long the data will be kept. And the student/trainee/auditor has all the rights mentioned in the previous section (Protection of personal data (RGPD)).
- Students/trainees are prohibited from photographing, recording or filming a teacher, and from distributing these images or sound recordings without the teacher's permission. This prohibition also applies to publications on social networks.

QUALITY APPROACH :

ICT is committed to continuous quality improvement. If you have any questions, comments or suggestions, please contact the Quality and Compliance Department.

BREACH OF THESE CG :

Any breach of these GTCs or any breach sanctioned by a disciplinary measure of the internal rules of one of the ICT sites during the current academic year or during the five previous years.

In the event of a breach of any of the foregoing provisions, the ICT is entitled to refuse immediate or future access to all the services offered by the ICT to the perpetrator of the breach in question and to terminate the contractual relationship, without prejudice to any compensation that may be claimed from the perpetrator of the breach in question.

In particular, it is strictly forbidden to provide inaccurate or erroneous information about one's situation at the time of registration or subsequently. More generally, it is forbidden to breach these general terms and conditions, particularly in the event of unpaid invoices that have not been settled despite prior formal notice to pay.

COMPLAINTS - MEDIATION

These GTC are governed by French law. Any complaint relating to the training provided must be addressed to the ICT. The customer and the ICT will endeavour to find an amicable solution.

If the disagreement persists, the customer may refer the matter in writing to the mediator of the Académie de Toulouse, who will ensure that the case is dealt with fairly:

Ombudsman for the Toulouse Education Authority
75 rue Saint Roch
CS 87 703
31 077 Toulouse cedex 4
Telephone: 05 36 25 89 02
mediateur@ac-toulouse.fr

DISPUTES - APPLICABLE LAW - JURISDICTION :

Failing amicable resolution, any dispute of any nature or any objection relating to the formation or performance of the training order will be referred to the competent court in Toulouse.

The ICT's liability to the student/trainee shall not exceed in total the amount paid by the student/trainee to the ICT under these conditions, which the student or his/her legal representative accepts.

MISCELLANEOUS :

These conditions express the entirety of the customer's obligations and those of ICT.

The ICT reserves the right to unilaterally modify the terms hereof, the applicable conditions being those in force on the date of registration by the customer. In the event that one of the provisions of these conditions is considered null and void by virtue of a legal or regulatory provision, present or future, or of a court decision having the force of res judicata and emanating from a court or competent body, this provision will then be deemed unwritten, all the other provisions being deemed null and void.

provisions of present terms and conditions shall remain binding between the ICT and the customer. the ICT's General Terms and Conditions are available on Scolaweb :
<https://scolaweb.ict-toulouse.fr>