# GENERAL TERMS AND CONDITIONS IRCAM PROFESSIONNAL TRAINING PROGRAMS

Last update: April 28, 2022



The general conditions apply to the professional training courses offered by IRCAM, with the exception of the other services/products offered on the institute's websites.

Participants declare that they have read and accepted the present general conditions before ordering or registering for a training session.

#### **1- PRICES**

The prices are indicated in euro on the basis of the rates in force at the time of your order. The prices of the professional trainings are not subject to VAT.

A single rate is applied to each type of training course, whether the course is taken on an individual basis or as part of continuing professional education. Only Forum Premium members and students benefit from a discount. IRCAM reserves the right to modify its prices at any time.

#### **2- REGISTRATION**

Requests for information and registration for professional training can be made via the IRCAM website (https://www.ircam.fr/boutique) or by e-mail (info-pedagogie@ircam.fr).

As the number of places is limited, registration will be processed in order of arrival.

It is possible to benefit from different funding schemes for continuing professional education depending on one's status (job seekers, intermittent entertainment workers, artist-authors...). For this, an estimate established by IRCAM must be given to the organization likely to finance your training or to your employer beforehand.

# 2-1. Training is paid for individually by the participant

- The participant must contact IRCAM to define the training course(s) that correspond(s) to their needs. Following these exchanges, IRCAM will send them an estimate and reserve a place in the desired training course(s). In the event that the estimate is not accepted, the institute reserves the right to resell the reserved places within 15 days following the submission of the estimate.

- After receiving the estimate, the participant must confirm their intent to register. IRCAM confirms receipt of the registration request and sends the professional training contract as soon as possible.

- Participants must return the signed training contract to IRCAM. After the withdrawal period (see article 4), the person must send a deposit of 30% of the total amount before March 15 of the year in which the training begins.

In the event that this withdrawal period extends over the training period, the person expressly waives his/her right of withdrawal as soon as the training begins. A deposit of 30% of the total amount will be requested on the first day of the training.

- An instruction letter with practical information will be sent to the participant before the beginning of the training.

- The remainder of the training fee is due at the end of the training or according to the schedule indicated in the contract. An invoice will be sent as soon as possible.

# 2-2. Training is paid—in full, or partially—by an organization sponsoring the training. An OPCO (AFDAS), Pôle Emploi, AGEFIPH, FIF PL...

It is recommended that the participant contact IRCAM at least one month prior to the start of the training to allow time for all administrative procedures to be handled.

- The participant should contact IRCAM in order to define the training course(s) that correspond to his or her needs. Following these exchanges, IRCAM will send him/her an estimate and reserve a place in the desired training course(s). In the event that the estimate is not followed up, the institute reserves the right to put the reserved places back on sale within 30 days following the transmission of the estimate.

- It is the person's responsibility to transmit the funding application for the third-party organization to IRCAM. This form will be returned completed as soon as possible.

- The registration is validated upon receipt of the positive answer from the funding organization before the training.

- If the organization's funding is partial, the participant must pay the remaining amount before the beginning of the training, up to a maximum of 30% of the total amount.

- An instruction letter with practical information will be sent to the participant before the beginning of the training.

- At the end of the training, the participant is responsible for the remaining amount in case of partial payment (if the total amount has not been paid before the training).

An invoice is sent to the third-party organization for the amount paid.

#### 2-3. Training is paid by the participant's employer

It is recommended that the participant contact IRCAM at least one month prior to the start of the training to allow time for all administrative procedures to be handled.

- The participant should contact IRCAM in order to define the training course(s) that correspond to his or her needs. Following these exchanges, IRCAM will send him/her an estimate and reserve a place in the desired training course(s). In the event that the estimate is not followed up, the institute reserves the right to put the reserved places back on sale within 3 weeks following the transmission of the estimate.

- After receiving the estimate signed by the employer, IRCAM will validate the registration and send the professional training contract to the employer.

- IRCAM must be informed if the employer requests that a third-party pay for all or part of the training. In this case, the employer must take the necessary steps before the beginning of the training and inform IRCAM if the invoice must be sent to the third-party organization at the end of the training.

- If the organization covers part of the cost, the remaining amount is paid by the employer.

- An instruction letter with practical information will be sent to the participant before the beginning of the training.

- At the end of the training, an invoice is sent to the employer and/or to the third-party organization, if applicable.

# 2-4 Accessibility

Participants with reduced mobility should contact IRCAM to establish and ensure specific measures. Please contact us at info-pedagogie@ircam.fr.

# **3. ACCEPTED PAYMENT METHODS**

Whatever the method of payment, it must be in the name of the person placing the order, unless specifically agreed otherwise.

#### 3-1. Credit Card

This payment option is not available online, only at IRCAM. 30% of the total sum is due at the latest on the first day of training. Tuition fees must be paid in full at the end of the training program. Please contact us if you wish to make an appointment to pay before the first day of training.

# 3-2. Cheque

Cheques must be made out to IRCAM and can be sent by post to the following address:

Ircam, département pédagogie et action culturelle

1 place Igor Stravinsky

75004 Paris

#### 3-3. Direct bank transfer

IRCAM will provide the information necessary for the transfer to be made (bank details and invoice number). A copy of the bank transfer must be sent to <u>info-pedagogie@ircam.fr</u>.

#### 3-4. Cash

This payment option is not available online, only at IRCAM. 30% of the total sum is due at the latest on the first day of training. Tuition fees must be paid in full at the end of the training program. Please contact us if you wish to make an appointment to pay before the first day of training.

# **4- WITHDRAWAL OF A PARTICIPANT**

# 4-1. Training is paid for individually by the participant

The participant may withdraw by registered letter with acknowledgement of receipt within ten days of signing the professional training contract. Practical details and a sample letter are provided in the contract.

After this period, IRCAM reserves the right to charge the following cancellation fees:

- if the cancellation occurs after the withdrawal period and at least 16 days before the beginning of the training course: 30% of the total amount of the registration fees;

- if the cancellation occurs within 15 days before the beginning of the course or in case of unjustified absence or withdrawal once the course has started: 100% of the total amount of the registration fee.

In the event that this withdrawal period extends to the training period, the trainee expressly waives his/her right of withdrawal from the start of the training.

#### 4-2. Training is paid for—in full or in part—by a third-party organism or employer

Within a period of ten days from the signing of the training agreement, the organization or the employer may retract by registered letter with acknowledgement of receipt.

After this period and in case of cancellation, Ircam reserves the right to charge the following cancellation fees:

- If the cancellation occurs after the withdrawal period and at least 16 days before the beginning of the training course: 30% of the total amount of the registration fees.

- If the cancellation occurs within 15 days before the beginning of the course, or in case of unjustified absence, or withdrawal once the course has started: 100% of the total amount of the registration fee.

In case of unexcused absence or withdrawal once the course has begun, the participant will be billed for the amounts that cannot be covered.

#### 4-3. Force Majeure

In the event of withdrawal or absence during the training program for reasons of force majeure (illness, death of a relative, etc.), the participant must inform IRCAM and send proof to info-pedagogie@ircam.fr. Only the services actually provided will be due, in proportion to the training time completed.

#### **5- CANCELATION BY IRCAM**

In the event that IRCAM cancels a training course (due to an insufficient number of participants, for example), the registration fees will be totally reimbursed to the party financing the training course. In the case of financing by a third-party organization, the organization in question will be notified of the cancellation. No other expenses (transportation, accommodation, etc.) will be reimbursed.

#### **6- CUSTOMER SERIVICE**

To track your order or if you have any questions or complaints, please contact IRCAM at info-pedagogie@ircam.fr.

#### 7- INTELLECTUAL PROPERTY AND CONFIDENTIALITY

IRCAM is the sole and exclusive owner of all the contents and pedagogical supports (digital and paper documents, etc.) given to the participants during the training course. As such, any use, distribution, reproduction and transformation of these documents, without prior agreement from IRCAM, is prohibited.

The participants, organizations, and employers, undertake to respect the confidentiality of the documents communicated, including before the training.

IRCAM undertakes not to communicate to third parties, other than the funding organizations, any information given by the participants and employers.

#### **8- PRIVACY POLICY**

The personal information collected is used for the processing and follow-up of your training application and for the improvement of IRCAM's offer. It is processed electronically and is intended exclusively for use by IRCAM's administrative and pedagogical services.

In accordance with the French law n°78-17 of 6/1/78 relating to data processing, files, and privacy, modified by the law of 6/8/04, and with the law of 21/6/04 for trust in the digital economy, you may, at any time, exercise your rights regarding access, rectification, and deletion of data concerning you, as well as your rights to limit and oppose the processing and portability of your personal data.

In the context of professional training, you can exercise your rights with Ircam by email at: info-pedagogie@ircam.fr. For more information, you can consult the CNIL (Commission nationale de l'informatique et des libertés): www.cnil.fr.

#### 9- CONTENTION – ELECTION OF JURIDICTION

In the case of contention concerning payment(s), either the bank, or the agency responsible will be consulted. Any conflicts will be brought exclusively in the courts governing the IRCAM headquarters. With the exception of special written agreements, all registrations and signatures of a contract or agreement means that you comply with our terms and conditions.