

**REGISTRATION FORM** (one form for each applicant)Please return to IFSA by e-mail : [ifsa.contact@groupepci.com](mailto:ifsa.contact@groupepci.com)

REQUESTED COURSES	DATES	TOTAL AMOUNT = PRICE+ VAT (WHEN APPLICABLE)

**APPLICANT TRAINEE**

Mr	FAMILY NAME	ORGANIZATION	
Mrs	Given name	DEPARTMENT / DIVISION	
Miss	RANK / TITLE Speciality	POST / FUNCTION	
ADDRESS <i>(where to reach the attendee and send the convocation )</i>		Phone:  Email:	
BIRTHDATE	PLACE OF BIRTH	COUNTRY	NATIONALITY
PASSPORT N° or ID Card (Europe)		DATE and PLACE of issue	

**REQUESTING ORGANIZATION**

NAME	Phone
ADDRESS	Email
NAME OF CORRESPONDING PERSON	Phone Email
INVOICING (name and address)	Phone Email

**REGISTRATION AND PAYMENT** (excerpt from the general terms of sale)

-  
Invoices will be paid by **cheque payable to DCI\*** or **bank transfer on DCI\* account** (CA-CIB - Account N° 31 489 00010 00131888184 47) - **IBAN N° FR76 3148 9000 1000 1318 8818 447 – BIC BSUIFRPP**. DCI denies all others means of payment.

Seal of the requesting  
organization :

Date and Signature :

\*IFSA is a department of AIRCO, the aeronautical branch of DCI



## GENERAL TERMS OF SALE

### Article 1. Definitions

These General Terms apply to training courses executed by DCI through its French Institute for Aviation Safety (hereinafter together referred to as « DCI ») for military or civilian, French or foreign personnel (the « Customer(s) »), within DCI premises or within specialized structure placed at DCI's disposal, in France or abroad.

### Article 2. Subject and Field of application

Any order for training involves Customer's unconditional acceptance of and full adherence to these General Terms that shall prevail over all Customer's other documents, such as, but not limited to, general terms of purchase.

No exception or dispensation to these General Terms is opposable to DCI unless expressly accepted by the latter in writing.

### Article 3. Conditions of training

#### Training course schedule

DCI determines training course dates, either in agreement with the Customer or according to an annual schedule pre-established by DCI. DCI reserves the right to cancel or postpone scheduled training courses subject to the prior information of the Customer with reasonable notice.

If DCI cancels a course that the Customer has paid in advance, without possibility of deferral, such advance payment shall be reimbursed to the Customer in full and shall be exclusive of any other compensation. If associated services to the training are provided by DCI, such as, but not limited to support services, they are strictly limited to the training periods and locations, unless otherwise expressly agreed by DCI.

#### Precedent conditions and Prerequisites

Acceptance of the training is subject to an order or formal approval sent by the Customer fifteen (15) days before the beginning of the training. Payment of an advance by the Customer is a precedent condition for the beginning of training courses. DCI shall provide Customer with a training course description that summarizes course objectives and prerequisites to be met by the Customer's future trainees. Therefore, the Customer shall ensure that the trainees meet these criteria before enrolling for training. DCI shall not be responsible for the trainee's performance and results at the end of the training period.

The Customer acknowledges that the training performed by DCI may be subject to the receipt of an export license related to the training. The government may require the signature of a specific document, which can be either:

- An End-User Certificate duly signed by the Customer;

Or

- A non-disclosure agreement duly signed by each trainee.

Therefore, DCI will, as soon as possible, inform the Customer which of the above documents is required by the government and provide it. The Customer undertakes to return to DCI, prior to the beginning/continuation of the training, the required signed document as requested by DCI.

The coming into force of the contract and the beginning of performance of the training by DCI shall be subject to the obtaining of all authorization required by from the French Armed Forces to perform the training and the receipt by DCI of the signed non-disclosure agreements and/or of the signed End-User Certificate.

### Article 4. Price, invoicing and payments

The participation fees are indicated on the page dedicated to each course at the following address: <https://www.ifs-avia.org/fr/>. Unless otherwise agreed, they include training, documentation, visits and transportation to the tour sites planned. It includes also lunch during the training day in a restaurant designated by DCI. Accommodation shall be carried out at the expense of the trainee. For courses held outside the premises of DCI, the cost of travel and accommodation for speakers can be charged extra to the Customer. All prices are indicated before tax. They are firm, final and non-revisable, unless otherwise expressly agreed by DCI. These prices could be increased by VAT in force at the time of issuance of the corresponding invoice, depending on the nature of the services rendered by DCI. Any training or cycle that is started is fully owed, unless otherwise expressly agreed by DCI. Unless otherwise agreed by DCI, the total amount of training course must be paid before the training course begins.

### Article 5. Specific provisions

Specific provisions such as financial provisions (price and payment deadline) shall be stipulated in the training offer and/or on the invoice.

### Article 6. Late payment penalties

Any sum unpaid when due will lead to payment by the Customer of late payment penalties equal to the interest rate applied by the European Central Bank to its most recent refinancing operation (minimum 0%) plus 10 percentage points.

These penalties are payable without further formalities, or prior notice, from the first day of payment delay in relation to the payment due date.

In addition, in compliance with French laws and regulations, any sum unpaid when due will lead to payment by the Customer of a penalty of forty euros (40€) for debt recovery expenses. This penalty is payable without further formalities, or prior notice, from the first day of payment delay in relation to the payment due date and for each unpaid invoice.

### Article 7. Certificates

A certificate of presence, as well as a training certificate, are issued to the Customer at the end of each training course, on the condition that the trainee has actually participated in the course.

### Article 8. Refusal of order

If a Customer places an order with DCI without having paid for previous orders, DCI reserves its right, with no further reason and without incurring any liability, to refuse to honor the order and deliver the relevant training courses, without any compensation being due to Customer, for any reason whatsoever.

### Article 9. Force majeure

9.1 In case of force majeure, the parties are temporarily released from execution of their obligations.

9.2 "Force majeure" means any event that is beyond the control of the parties as defined by Article 1218 of the French Civil Code.

In addition, shall also be regarded as causes of exemption, if they occur after the order and prevent execution, even if they do not meet the definition of force majeure and without formality, in particular, but not limited to, the following events: the non-issuance of an export license, war, declared or not, terrorist acts in the concerned area, civil war, revolts and acts of rebellion, strikes and riots, fires, floods, earthquakes, other natural disasters, accidents, epidemics or quarantine. Act of public authority at national level will also be considered as a case of force majeure.

9.3 In the case of an event constituting a case of force majeure or an event referred to in the above list, the concerned obligations shall automatically be extended for a period equal to the delay resulting from such occurrence, without penalties for the party prevented.

9.4 Any party who, by reason of the occurrence of any of the events so defined, will not be in a position to perform its obligations, shall notify the other party as promptly as possible, specifying the nature, duration and foreseeable effects of the said event. The prevented party shall notify the other of the date on which the impediment ceases to exist.

9.5 If the duration of the event is longer than one (1) month, the parties shall consult each other to define the modalities for continuing the training.

### Article 10. Cancellation and postponement terms

Any cancellation or postponement by the Customer must be communicated in writing at least fifteen (15) days before the beginning of the training.

Any cancellation or postponement by the Customer, even in a case of force majeure, notified or transmitted less than fifteen (15) days before the beginning of the training, shall give rise to the payment to DCI of an amount equivalent to 50% of the price of the training as compensation.

Beyond fifteen (15) days, no compensation for cancellation shall be due, save for the reasonable expenditures already undertaken by DCI (such as hotel booking, train/planes tickets, location,...). DCI shall provide the relevant invoices.

### Article 11. Obligations of the Customer

The Customer accepts to:

- pay the price of the training;
- refrain from reproducing material or documents whose copyright belongs to DCI, without prior written consent from DCI; and
- refrain from using audio or video recording equipment during training courses, without prior written consent from DCI.

### Article 12. Ethics

12.1 The Customer represents and warrants that neither it, nor any person under its responsibility or acting on its behalf or in its name:

- has agreed or will agree to offer any remuneration, payment or benefit of any sort which constitutes or might constitute according to all the applicable regulations to the contract an act or attempt of corruption or influence peddling, whether directly or indirectly, with a view to the award and/or execution of a contract (hereafter "Acts of Corruption"). The Customer shall ensure that an enquiry will be held with care in the event of proof or suspicion relating to the commission of an Act of Corruption and this will be notified to DCI;
- has been prohibited from responding to calls for tender, contracting or being in business on the basis of an Act of Corruption whether proven or presumed.

12.2 The Customer represents and warrants :

- that it and all persons under its responsibility or acting on its behalf or in its name know of and comply with all legislation and regulations relating to anti-corruption applicable to them.
- that it has implemented all rules and procedures enabling it to comply with the said legislation and regulations. Proof of the existence of said rules and procedures will be provided to DCI upon request;
- that it has implemented appropriate rules and procedures aiming to prevent itself and persons under its responsibility or acting in its name or on its behalf from committing an Act of Corruption. Proof of the existence of said rules and procedures will be provided to DCI upon request;
- that records relating to its activities, including accounting documents, are held and kept in such a way as to guarantee their integrity.

The Customer warrants that it has read DCI's Compliance guidelines available on DCI's website:

<https://groupepci.com/content/uploads/2021/08/2021-Compliance-guidelines-V4-Externe.pdf>

12.3 In case of any breach of the above obligations, DCI shall be entitled to immediately terminate the contract and/or to claim damages.

### Article 13. DCI commitments and liabilities

DCI agrees to provide training with good care and diligence. In consideration thereto, DCI's obligation is a reasonable efforts obligation.

Therefore, DCI will be liable for direct damage resulting from the improper execution of its training services, excluding any indirect or consequential damage.

In any case, DCI's overall liability, under the terms of and resulting from the training, shall be limited to the total price of the training.

. If OPCA supports part of the cost of training, the balance will be charged to the Customer.

### Article 14. Confidentiality and intellectual property

It is expressly agreed that all information disclosed by DCI under the terms of and resulting from the training must be considered as confidential (hereafter « Information ») and cannot be communicated to third parties or used for a different purpose than that of training, without the prior and written consent of DCI. Intellectual property rights over all Information disclosed by DCI, whatever the material, under the terms of and resulting from the training, in particular the course material and other documents provided for the performance or execution of the training, belong exclusively to DCI. In consideration thereto, the Customer shall keep the Information in strict confidence and shall protect the Information with the same degree of care as it uses with its own confidential information in order to prevent its disclosure (but in no event less than reasonable care). The Customer shall arrange the respect by the trainees of the aforementioned provision.

The disclosure of Information by DCI shall not, under any circumstance, be construed as granting or conferring any rights by license or otherwise in any Information. The same applies as regards intellectual or industrial property rights' royalties or other rights related to intellectual and industrial property, copyrights, brands or business secrets. Payment of the training price does not imply any transfer of intellectual property rights on Information.

Notwithstanding the above, DCI grants the trainee, subject to third party rights, a non-exclusive, non-transferable and strictly personal license for the use of course material provided during the training, whatever the form. The trainee has the right to photocopy this material for his personal use for study purposes, on the condition that the indication of DCI's copyright or any other intellectual property rights are reproduced on each copy of the course material.

The trainee and Customer do not have the right, without prior consent from DCI to:

- use, copy, modify, create derivative work or distribute course material except as provided for in these General Terms;
- disassemble, decompile or translate course material, unless legally provided for and without the possibility of a contractual renunciation;
- sub license, rent or lend course material;
- use training course material for purposes other than training.

### Article 15. Data protection

DCI and the Customer undertake to comply with all the legal and regulatory provisions which apply to them relating to processing of personal data (together, the "Regulation") in force during the validity of this Proposal and/or the Contract.

DCI and the Customer undertake for the duration of the training in particular to:

- warrant the strict confidentiality of personal data processed in the scope of the training;
- implement all the procedures necessary to ensure the confidentiality and highest level of security;
- exchange personal data only if necessary for the strict purpose of the training and only to the extent that such personal data was lawfully and legitimately collected and processed;
- ensure that they have duly informed the interested natural persons in accordance with the Regulation and, when required, ensure that they have obtained a valid consent from the interested natural persons notably on the processing of the personal data by the Parties for the need of the training;

Défense Conseil International - [www.groupepci.com](http://www.groupepci.com)

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Tél. : 01 44 95 26 00 - Fax : 01 44 95 26 80

S.A. share capital 21 350 000 € - RCS Paris/Siret : 722 031 176/00166



- not transfer, and ensure that their affiliated companies shall not transfer, personal data to any third party outside the European Union without the prior written approval of the interested natural persons and/or of the party who disclosed such personal data;
- ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- adopt appropriate technical and organizational security measures in order to ensure an adequate level of protection of the processed personal data;
- allow interested natural persons to exercise their rights in compliance with the Regulation, in particular rights of access to, correction, rectification or deletion of personal data, the right to object and the right -
- not to be part of an automated individual decision (including profiling) as well as the right to define instructions about the storage, deletion and communication of personal data after their death;
- request prior and written authorisation from the data controller if it is necessary to have recourse to suppliers or processors for the purpose of the Proposal and/or the Contract;
- delete all personal data or return them to the data controller as soon as they are no longer necessary for the purpose of the Proposal and/or the Contract and destroy existing copies, unless European Union law or French law requires storage of the personal data;
- make available to the data controller all information necessary to demonstrate compliance with the obligations contained in this article and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor appointed by the data controller; and immediately inform the data controller if, in its opinion, an instruction infringes the Regulation.

**Article 16.** [Waiver](#)

The fact that DCI does not avail itself at a given moment in time of any one of these General Terms cannot be interpreted as a waiver of its right to avail itself of any of these General Terms at a later date.

**Article 17.** [Applicable law](#)

French law apply to these General Terms and to all relations between DCI and its Customers.

**Article 18.** [Assignment of jurisdiction](#)

All disputes that cannot be settled amicably shall be submitted to the exclusive competence of Paris commercial courts, without regard to the place of Customer's head office or residence, even in the event of interlocutory proceedings or warranty claim, or plurality of defendants.

**Article 19.** [DCI's domiciliation](#)

DCI is domiciled at Immeuble Arc Ouest 27-29, rue Leblanc 75015 Paris.