



**Guideline for General Terms and Conditions
Entrepreneurs and Companies (B2B)
for
Training and Education**

In this guideline you`ll find articles which can help you to set up own general terms and conditions for the B2B market.

0. Definitions

Education/Training	Education, course, training course, distance learning as well as contact education.
Entrepreneur	A company or institute who is a member of the NRTO and provides educational services.
Client	A company, irrespective of its legal form, who makes use of the educational services supplied by the entrepreneur.

1. General

The entrepreneur who applies these terms and conditions is a member of the Dutch Council of Training and Education (NRTO). The general terms and conditions apply to all offers, activities, and contracts for training and education between the entrepreneur and their legal successor(s) on the one hand, and client(s) and/or their legal successor(s) on the other.

2. Rules of conduct

All business assignments concerning training and education are carried out with due regard for the Code of Conduct for Entrepreneurs and Companies of the NRTO. This Code of Conduct is available on request from the NRTO administrative office.

The client and the entrepreneur are in this way enabled to get a perception of the case in hand, the extent of the project and its possible results. Should this lead to a preliminary investigation, the terms and conditions of this preliminary investigation are agreed on with the entrepreneur.

3. Assignment in conflict with the Code of Conduct

The entrepreneur will refuse an assignment or cease all further implementation, if the assignment were to come into conflict with the NRTO Code of Conduct for Entrepreneurs and Companies.

4. Acceptance of the assignment

The entrepreneur only agrees to take on those assignments for which he is qualified. The employees who are involved in implementing the assignment must be able to apply their knowledge, experience and personal qualities in an effective manner. Both the clients and the entrepreneur may, in consultation, request employees other than those initially charged with the implementation of the assignment, as long as quality and continuity are not impaired.

The entrepreneur must create circumstances that all persons who are expected to work on the implementation of the assignment are clearly informed of the work involved.

5. Implementation of the assignment

The assignment is only accepted if complete consensus has been reached between parties on the content and implementation of the assignment. Consensus on the content of the assignment is reached when, on the one hand, the entrepreneur has collected the necessary information in a sufficiently detailed manner, and when, on the other hand, the client has supplied all the essential information required for the set-up and implementation of the assignment to the best of his knowledge.

6. Conditions of implementation

The consensus on the conditions of implementation may contain the following:

- definition of the target group;
- conditions of participation, such as voluntary attendance;
- definition of learning needs;
- training topic(s) to be handled;
- working method;
- materials and/or technical equipment to be used;
- realistic possibilities in view of the expectations of the training
- selection of the trainers, selected by the entrepreneur and the client and the appointment of a possible project leader;
- role of the trainer(s)
- indication of the length of the training course and the possible use of various stages
- manner of evaluation of the training course;
- possible debriefing;
- estimated costs;
- expenses of the course material;
- travel and accommodation expenses of the trainer;
- extra expenses of courses taken outside the standard working days;
- expenses of accommodation and food and drinks, etc., and the allocation of tasks for the organisation of these things;
- charging for setting up the offer;
- payment and cancellation provisions;
- definitions concerning situations of force majeure;
- intellectual property and copyrights;

- desired, or necessary after-sales service.

The above list is nonexhaustive. Matters which are not listed but are in line with this subject may of course be arranged by the client and the entrepreneur by mutual consent.

7. Changes to the assignment

If, during the implementation of the assignment, new facts or situations occur which (could) impair the original consensus, the client and the entrepreneur will discuss the matter(s) within reasonable time, in order to modify the agreements to suit the altered situation.

8. Premature termination of the assignment (force majeure)

The entrepreneur has the right to withdraw from an assignment, if effective implementation is impeded on the basis of changes which are beyond his control. If the client decides to terminate the assignment prematurely, the entrepreneur is entitled to compensation in connection with evident loss of work.

9. Involvement of third parties in the assignment

The entrepreneur may only involve or engage third parties in the assignment by mutual consultation with the client.

10. Progress report

The entrepreneur will keep the client informed of the progress of his work. In doing so, he offers insight to the client, on request, of the methods applied in the respective stages of the training process.

11. Documentation of the assignment

The entrepreneur will keep documentation of all the assignments carried out by him (in a manner determined by him), in part with a view to the possibility of having to account for his actions afterwards. The entrepreneur will guard against any misuse of archival items.

12. Confidentiality

The entrepreneur will handle the information he has received or become aware of during the training relationship with due care, as is reasonably expected.

In general, information of a confidential nature or information which should be considered confidential, will only be used if required in the interest of the implementation of the assignment. Every effort will be made to ensure that the information, when passed on, cannot be traced back to its source, should this entail any negative consequences for the source. Details of information, gained in confidence from employees of the client, will only be passed on to others, if the supplier of the information has been notified in time of its use and has declared to having no objection to the information being used.

13. Evaluation of the assignment

The implementation of the assignments with regards to training and education may be evaluated, on a random basis, by the entrepreneur or by an independent, external institute. As far as the latter is concerned, the external institute sends an evaluation form for the assignment, requesting completion and return of the form to the institute, or arranges the evaluation by means of a questionnaire by telephone.

14. Fees

The entrepreneur will charge a fee which is in accordance with the services delivered and the responsibilities he has accepted.

15. Employment of mutual staff

Parties will not employ staff from each other nor negotiate entry into employment during the course of the assignment, except in mutual consultation.

16. Intellectual property

Modules, models, techniques, instruments, including computer software, which are used for the implementation of the assignment, are and will remain the intellectual property of the entrepreneur, unless agreed otherwise. Disclosure is only allowed after consent obtained from the entrepreneur.

The client is of course entitled to copy material for use in his own organisation, as long as it fits in with the aim of the assignment. If a preliminary termination of the assignment occurs, the details as described above apply in the same way.

17. Complaints procedure

NRTO members must obey the Conduct of Code for Entrepreneurs and Companies. Compliance with both these General Terms and Conditions and the Code of Conduct is encouraged by the NRTO by investigating complaints and by taking measures if breaches are identified. If the client believes that the NRTO member does not comply with the rules of conduct listed above, the client may then lodge this complaint with the Commission for Quality Control, whereby the dispute settlement rules apply. The client may address his complaint in writing to this commission for the attention of the administrative office of the NRTO.

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