

General Terms & Conditions

Executive Programme Leadership in Commodity Trade and Supply Networks

GENERAL TERMS AND CONDITIONS APPLYING TO THE RELATIONSHIP BETWEEN ERASMUS COMMODITY AND TRADE CENTRE AS PART OF THE ERASMUS CENTRE FOR URBAN, PORT AND TRANSPORT ECONOMICS BV, AND PARTICIPANTS AND/OR COMMISSIONING PARTIES

Article 1 – Definitions

- a) **'Chatham House Rule'**: a rule or principle according to which information disclosed during a meeting may be reported by those present, but the source of that information may not be explicitly or implicitly identified.
- b) **'Commissioning Party'**: a natural or legal person who registers one or more Participants for a Study Programme and undertakes payment obligations towards ECTC.
- c) **'Course Materials'**: all material provided by ECTC to Participant within the context of a Study Programme.
- d) **'ECTC'**: Erasmus Commodity and Trade Centre, part of Erasmus Centre for Urban, Port and Transport Economics B.V. (KvK 24369966), which in turn is a subsidiary of Erasmus University Rotterdam Holding B.V. owned fully by Erasmus University Rotterdam, a public research university in the Netherlands.
- e) **'Participant'**: any individual participating in a Study Programme.
- f) **'Registration'**: Participant's registration for a Study Programme, whereby – after written confirmation by ECTC – an Agreement is entered into between ECTC and Participant.
- g) **'Study Programme'**: a course, training programme, coaching programme and/or other form of education as offered by ECTC, including but not limited to the Executive Programme Leadership in Commodity Trade and Supply Networks.
- h) **'Terms'**: These General Terms & Conditions.
- i) **'Written'**: (also) by e-mail, internet or other digital means of communication, including electronic communication that can be reproduced on durable medium.

Article 2 – Applicability

- a) The Terms apply to all agreements between ECTC and Participant and are an integral part thereof.
- b) Participant accepts these Terms on Registration. The general terms and conditions can be found on the website of the ECTC.
- c) Exclusion of (parts of) the Terms, amendments and/or supplements thereto, may only be made after obtaining the written consent of ECTC.
- d) ECTC may amend these Terms from time to time by publishing an updated version. The version applicable is the one in force at the time of Registration, as published on ECTC's website.

Article 3 – Registration

- a) Registration for a Study Programme takes place using the online application OSIRIS Aanmeld. A link to enter this online application will be provided, for example on the webpage for a Study Programme.
- b) By completing the registration via OSIRIS Aanmeld, the Participant and, if applicable, the Commissioning Party agree to pay the course fees for the Study Programme according to the agreed upon payment scheme as stipulated during the Registration, and to accept these Terms.
- c) Registration takes place for the entire consecutive study period of the Study Programme. Refund and cancellation rights are governed by Article 7 of these Terms.
- d) The admission of the Participant is dependent on acceptance through motivation letter and interview, payment of the course fees and conditions as stipulated in 4.a.
- e) The Participant is registered for a Study Programme after the Registration has been confirmed by ECTC in writing. An agreement is therefore only in place once ECTC has confirmed the Registration in writing to the Participant.

Article 4 – Participants

- a) ECTC can lay down entry requirements for Participants for a Study Programme, for instance in relation to previous education and work experience. ECTC can also stipulate a registration term and/or limit the number of Participants in a Study Programme. In the case of too many suitable applications, ECTC will accept the Participants into the Study Programme in chronological order on a first come, first served basis.

- b) Participants are expected to adhere to professional conduct and confidentiality obligations during and after the Study Programme.
- c) Chatham House Rule applies during the Study Programme. The Participant is aware of this convention and will comply with it during the entire Study Programme.
- d) If Participant in any way hinders the usual course of a Study Programme, ECTC can exclude him or her from further participation. Before exclusion, ECTC will, where reasonably possible, inform the Participant in writing of the reason and allow a reasonable opportunity to respond.
- e) In that event the payment obligations with respect to Participant's participation shall remain in force.

Article 5 – Programme Delivery and Execution

- a) When organising a Study Programme, ECTC is entitled to deviate from the announced Study Programme if ECTC cannot be reasonably required to execute the Study Programme in full as announced. ECTC is also entitled to deviate if it cannot reasonably be expected that the Study Programme can be realized in the previously envisaged structure (for example digitally instead of on-site).
- b) ECTC shall notify Participants in writing of any substantial changes and will ensure the modified Study Programme remains comparable in quality and learning objectives.
- c) ECTC is not liable for non-performance if prevented by circumstances beyond its reasonable control, including but not limited to pandemics, government restrictions, partner-institution closures, strikes, or natural disasters ('Force Majeure'). In such cases, ECTC may modify, postpone, or replace parts of the Study Programme with equivalent content and will inform Participants as soon as practicable.

Article 6 – Payment

- a) The course fees shall be paid in one or two instalments. When the course fees are invoiced by ECTC, the Participant, or the Commissioning Party if applicable, shall pay the amount invoiced within 14 calendar days of the invoice date, provided the full amount due is paid before the start of the Study Programme.
- b) In case payment has not been received before the dates as stipulated in the Study Agreement, ECTC retains the right to refuse the Participant (further) access to the Study Programme and statutory (commercial) interest under Article 6:119 or 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*) applies.
- c) Bank charges and foreign exchange costs are for the Participant's or Commissioning Party's account.
- d) ECTC reserves the right at all times to require security for payment.
- e) In the event that ECTC incurs costs to collect payment of an invoice these costs shall be fully payable by Participant or the Commissioning Party.
- f) Course fees generally cover participation in the Study Programme as described in the official programme brochure and include the following, unless stated otherwise:
 - tuition and lectures organised by ECTC and its partner institutions;
 - Course Materials and digital learning tools;
 - catering and refreshments during on-site teaching days;
 - organised local transport that forms part of the official programme itinerary.

Accommodation, visa, travel to and from the venue, and personal expenses are not included unless expressly stated otherwise.

- g) ECTC reserves the right to adjust fees in the event of material cost increases or tax changes before Registration is confirmed.

Article 7 – Cancellation and Postponement

- a) In the event of circumstances as referred to in Article 5 (Programme Delivery and Execution), ECTC reserves the right to postpone or cancel (a component of) the Study Programme, or in case the number of applicants for a Study Programme is insufficient. ECTC shall inform Participants about this as soon as possible but no later than two weeks before the Study Programme is due to commence.
 - In case of postponement of a component of the Study Programme the component will take place on (an) alternative date(s). In case the component of the Programme is cancelled Participant will receive a refund proportionate to the number of cancelled programme days.
 - In event of cancellation of the full Study Programme by ECTC, before the start of the Study Programme, course fees already paid shall be refunded promptly and in full.

- b) The right to participate in a Study Programme arises from a distance contract for the provision of certain services (article 6:230o Netherlands Civil Code). Participant may cancel his participation free of charge within a term of fourteen (14) calendar days after receipt of the written confirmation of the registration, unless the commencement date of the Study Programme is within that term.
- c) Except in the case of cancellation as referred to in Article 7 sub b) of these Terms, the following administration/cancellation fees are payable by Participant:
 - 25% of the programme fee will be charged until 14 days of the commencement date of the Study Programme;
 - 75% of the programme fee will be charged until 7 days of the commencement date of the Study Programme;
 - thereafter until the start date of the Study Programme 100% of the programme fee; after the start of the Study Programme until the end of the Study Programme 100% of the programme fee. These cancellation fees represent a reasonable estimate of the costs and loss of capacity incurred by ECTC due to late withdrawal. If the Participant qualifies as a consumer under Dutch law, ECTC will apply these percentages only to the extent that they are reasonable in light of the actual costs incurred.
- d) Cancellations must be sent by email to commoditytrade@ese.eur.nl. The number of calendar days is calculated from the date upon which ECTC received the cancellation.
- e) Refunds will be processed within 30 calendar days after written confirmation of cancellation by ECTC.
- f) If Participant and/or a Commissioning Party has already paid the sum owing to ECTC, ECTC shall repay the sum owing to Participant, with due observance of articles 7b and 7c, to a bank or giro account indicated by Participant and/or a Commissioning Party.
- g) In the absence of Participant, a substitute from the same company may be appointed, subject to prior notification in writing sent to ECTC. Replacement participants must meet admission criteria and be pre-approved by ECTC.

Article 8 – Copyright, intellectual property rights, confidentiality

- a) The copyrights and/or other intellectual property rights associated with a Study Programme and accompanying Course Materials as arranged by ECTC remain the property of ECTC. Similarly, intellectual property of guest lecturers, partner universities, and external trainers remains their property (with ECTC being licensed to use such material within the Study Programme).
- b) Without prior written permission Participant may not use the Course Materials, except for personal use, or reproduce the Course Materials in any way and/or sell and/or make it available to third parties.
- c) Participants may not record or share course content or participant information without prior written consent of ECTC.
- d) During a Study Programme, Participants may be exposed to confidential information related to the personal and/or business situation of fellow Participants. Participants agree not to disclose such information to external parties or individuals, nor to use any such information other than for purposes directly related to the Study Programme.

Article 9 – Personal Data

By completing the Registration, the Participant consents to ECTC storing and processing the personal data provided for administrative, educational, and communication purposes related to the Study Programme. ECTC handles personal data in accordance with the General Data Protection Regulation (GDPR) and the EUR Privacy Statement, available on the website of Erasmus University Rotterdam. ECTC does not share personal data with third parties except where necessary to deliver the Study Programme. Participants may withdraw consent or request access, correction, or deletion of their personal data by contacting commoditytrade@ese.eur.nl.

Article 10 – Liability

- a) ECTC exercises great care in organising its Study Programmes and preparing Course Materials but does not guarantee completeness or accuracy.
- b) ECTC is not liable for indirect or consequential damages, including loss of profit, travel or accommodation costs, or data loss. Any liability of ECTC for direct damages is limited to the amount of the course fee paid for the Study Programme concerned.
- c) Participants are responsible for their own visa, health, travel and accident insurance. Participation in the

Study Programme and related activities is at the Participant's own risk.

Article 11 – Termination

ECTC may terminate the Agreement if the Participant fails to fulfil obligations and does not remedy the failure within a reasonable period after written notice. Upon termination, ECTC may retain fees for services already rendered.

Article 12 – Severability

If any provision in these Terms is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid clause shall be replaced by a valid clause that most closely reflects its intent.

Article 13 – Applicable law, disputes

These Terms and any Agreement arising from a Registration are governed exclusively by the law of the Netherlands. Parties shall first seek to resolve disputes amicably or through mediation before submitting them to the competent court in Rotterdam. The English text is for convenience; in case of discrepancies, the Dutch text prevails.

General Terms and Conditions of the Erasmus Commodity and Trade Centre, applying to registrations starting 01st November 2025.

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