

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) '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
- b) 'Study Programme': a course, training programme, coaching programme and/or other form of education.
- c) 'Participant': any individual participating in a Study Programme.
- d) 'Registration': Participant's registration for a Study Programme whereby an agreement is entered into between ECTC and Participant.
- e) 'Course Material': all material provided by ECTC to Participant within the context of a Study Programme.
- f) '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.
- g) 'Written': (also) by e-mail, internet or other digital means of communication.

Article 2 Applicability

- a) These general terms and conditions apply to all agreements between ECTC and Participant and are an integral part thereof.
- b) Participant accepts these general terms and conditions on Registration. The general terms and conditions can be found on the website of the ECTC.
- c) Exclusion of (parts of) these general terms and conditions, amendments and/or supplements thereto, may only be made after obtaining the written consent of ECTC.

Article 3 Registration

- a) Registration for a Study Programme takes place using the online application OSIRIS Aanmeld through the programme's website.
- b) By completing the Registration on OSIRIS Aanmeld the Participant and/or a third party obliged to pay for Participant, undertake/undertakes to pay the course fees according to the agreed upon payment scheme as stipulated during the Registration.
- c) Registration takes place for the entire consecutive study period. No money shall be refunded in the event of premature cancellation.
- 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) Participant is registered for a Study Programme after the Registration has been confirmed by ECTC in writing.
- f) In the case of too many applications the Participants will be accepted into the programme in chronological order on a first come and first serve basis.

Article 4 Participants

- a) ECTC can lay down entry requirements for Participants for Study Programmes, 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.
- b) If Participant in any way hinders the usual course of a Study Programme, ECTC can exclude him or her from further participation. In that event the payment obligations with respect to Participant's participation shall remain in force.

Article 5 Compliance

- 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 program can be realized in the previously envisaged structure (for example digitally instead of on-site).
- b) Any amendments made by ECTC shall resemble the originally announced content and setup of the Study Programme as closely as possible.
- c) Amendments to a Study Programme may be followed by changes in, for example, price and course material. Participant shall be notified of this in writing.
- d) Chatham House Rule apply during the Study Programme. The Participant is aware of this convention and will comply to it during the entire Study Programme.

Article 6 Payment

- a) The course fees shall be paid in one or two instalments. If the course fees payable are invoiced the Participant, or the third party obliged to pay, shall pay the amount invoiced within two weeks of the invoice date provided it is paid before the start of the programme. 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.
- b) ECTC reserves the right at all times to require security for payment.
- c) In the event that ECTC incurs costs to collect payment of an invoice these costs shall be fully payable by Participant or the third party referred to in article 6a.
- d) Course fees will include:
 1. Lectures at Erasmus University Rotterdam and Singapore Management University and J.P. Morgan Centre for Commodities according to the agreed program
 2. Self-assessment prior and after the program by trainers
 3. Food, drinks and catering during the program
 4. Travel during the programme weeks. Lodging is not included.
 5. Learning materials
 6. A Scenario Planning coach
 7. Advanced Certificate in Trading Programme of the International Trading Institute of the Singapore Management University, the Advanced Certificate in Commodity Markets Program by J.P. Morgan Centre for Commodities and the Certificate Leadership in Commodity Trade and Supply Networks by Erasmus University Rotterdam.

Article 7 Cancellation and Postponement

- a) In the event circumstances so require 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 to the proportionate amount of days canceled.
 - 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 7:46i 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 by ECTC (free of charge) as referred to in 7a and 7b, 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.
- 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. If Participant and/or a third party obliged to pay for Participant 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 third party obliged to pay for Participant.
- e) In the absence of Participant a substitute from the same company may be appointed, subject to prior notification in writing sent to ECTC. Where there are entry requirements for participation in the Study Programme the replacement must be approved separately by ECTC.

Article 8 Copyright, intellectual property rights, confidentiality

- a) The copyrights and/or other intellectual property rights associated with a Study Programme arranged by ECTC and/or the Course Material is/remains the property of ECTC and/or teacher(s) of the relevant Study Programme.
- b) Without prior written permission Participant may not use the Course Material except for personal use, or reproduce the Course Material in any way and/or sell and/or make it available to third parties.
- c) 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 Name and address details

By completing the registration form you consent to ECTC, storing and processing the personal data you have provided. We will use this information to keep you updated about the products and services requested for administration and sales analysis. We do not pass your details to third parties to use. You may opt out at any time by emailing commoditytrade@ese.eur.nl. ECTC handles personal data in a careful manner and acts within the limits of the law, including the Dutch Personal Data Protection Initials: Act (Wbp) and, after May 25 2018, the General Data Protection Regulation (GDPR). The requested data is only used for educational purposes of the programme Leadership in commodity trade and supply networks. The privacy statement of Erasmus University Rotterdam, which can be found on the website of Erasmus University Rotterdam, is also applied by ECTC.

Article 10 Liability

- a) ECTC exercises great care when composing the Course Material it provides. However, ECTC does not guarantee the completeness and the correctness of this Course Material. Liability for damage arising from any decision or action based on the Course Material and/or information otherwise provided within the context of the Study Programme is excluded.
- b) Liability on the part of ECTC in respect of any damage incurred by Participant due to the cancellation of (parts of) a Study Programme is also excluded.
- c) ECTC is not liable for any damages, directly or indirectly caused by participation in the Study Programme or related activities, which include excursions and sportive activities.
- d) ECTC is not liable for any damages, directly or indirectly caused by study related guidance, decisions, grading or exclusion from the Study Programme or any other study or programme related decisions.
- e) If Participant incurs damage in respect of which ECTC is liable, that liability shall at all times be limited to a maximum amount that is equal to the fee payable by Participant on the basis of the agreement with ECTC.

Article 11 Termination

ECTC can terminate the agreement with Participant in the event that Participant fails to fulfil an obligation arising from the agreement or fails to do so on time and after receiving a warning from ECTC continues in this failure to comply. ECTC is not obliged to refund already payed course fees.

Article 12

If ECTC cannot invoke (part of) a provision in these general terms and conditions, they shall otherwise remain applicable.

Article 13 Applicable law, disputes

- a) All agreements with ECTC are governed exclusively by the law of the Netherlands.
- b) All disputes in connection with the agreement concluded between Participant and ECTC shall fall within the jurisdiction of the competent court at Rotterdam.

General Terms and Conditions of the Erasmus Commodity and Trade Centre, applying to registrations starting 01st June 2022.

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