**External Trainer Agreement as**

**Relating to Trainings on the Safe Use of Diisocyanates**

between

The European Diisocyanate and Polyols Producers Association AISBL, Rue Belliard 65, 1040 Brussels (Belgium) (**“ISOPA”**), represented by Jörg Palmersheim, Secretary-General, duly authorised by the Board of Directors

The European Aliphatic Isocyanates Producers Association AISBL, Rue Belliard 65, 1040 Brussels (Belgium) (**“ALIPA”**), represented by Jörg Palmersheim, Secretary-General, duly authorised by the Board of Directors

jointly referred to as **“ISOPA/ALIPA”**,

and

[First name, family name, address] (**“the Trainer”**)

ISOPA/ALIPA and the Trainer hereby referred to individually as **“Party”** and collectively as **“the Parties”**,

have agreed the following Special and General Conditions.

**Special Conditions**

1. **Object of the Agreement**
	1. On 3 August 2020, the European Commission adopted a legally binding restriction to ensure the control of the dermal and inhalation exposure of industrial and professional users to diisocyanates at the workplace (**“the Restriction”**). This measure was based on the EU REACH Regulation and published in the Official Journal of the European Union (Official Journal of the EU no L 252 of 4 August 2020, p. 24).
	2. ISOPA/ALIPA wish to facilitate industry compliance with said Restriction.
	3. In furtherance of this objective, ISOPA/ALIPA intend to enter into a cooperation with the Trainer to provide training to industrial and professional users on the safe use of diisocyanates at the workplace.
	4. For this purpose, ISOPA/ALIPA will put at the disposal of the Trainer a set of materials for training industrial and professional users in the safe use of diisocyanates at the workplace (**“the Teaching Materials”**). These materials currently consist of slide decks covering general training, intermediate level training, and advanced level training, videos on sensitization, first aid, and personal protective equipment (PPE), and quiz questions at the end of each training to test the knowledge of the trainees.
	5. In turn, the Trainer will train companies and their staff with the help of said Teaching Materials, according to the terms set out in this Agreement.
2. **Access to Teaching Materials**
	1. ISOPA/ALIPA will provide the Trainer with a personal, non-transferable right at cost to access electronic copies of the Teaching Materials on a sharepoint. To this end, ISOPA/ALIPA will provide the Trainer with the access data.
	2. The access data is personal to the Trainer. The Trainer must treat the access data, including user identification and password(s), as confidential at all times, even beyond the end of the present Agreement.
	3. The Trainer shall secure the access data to the sharepoint and the Teaching Materials against access by unauthorised third parties. The Trainer shall take suitable measures for this purpose. In particular, the Trainer undertakes to keep the access data and all electronic copies of the Teaching Materials in a place protected from access by unauthorised third parties.
3. **Fee**
	1. Access to the training Modules at 1.000 € plus V.A.T. per year.
	2. Fees are payable within 30 calendar days from the date of the invoice.
	3. ISOPA/ALIPA may review the fees on an annual basis. Any modifications to the fees shall be announced by ISOPA/ALIPA at least three months before the end of the first full calendar year and thereupon at least three months before the end of each subsequent calendar year. In each case the fee modification shall become effective on 1st January of the following calendar year.
	4. Should the Trainer disagree with the fee modification it shall give written notice of its refusal at least one month before the end of the ongoing calendar year and the Agreement will be deemed to be terminated by the end of said calendar year.
	5. In this Agreement, all fees are net fees, without VAT or other taxes or charges.
4. **Use of the Teaching Materials by the Trainer**
	1. The Trainer may use the Teaching Materials for the sole purpose of training industrial and professional users in the safe use of diisocyanates at the work place, to ensure compliance with the Restriction.
	2. The use of the Teaching Materials is subject to the condition that the Trainer purchases a certificate for each trainee, as further set out below.
	3. ISOPA/ALIPA reserve the right to terminate the cooperation with the Trainer if the Trainer does not comply with this condition, or if the Trainer fails to carry out trainings for an extended period of time, for whatever reason, as set out in the General Conditions of this Agreement.
	4. The Trainer may not use the Teaching Materials for purposes not foreseen by the present Agreement, in particular the Trainer may not license, sub-license, resell or otherwise transfer the right to use the Teaching Materials to other parties, and may not modify or publish, in part or completely, the Teaching Materials.
	5. The Teaching Materials remain the property of ISOPA/ALIPA at all times.
	6. Features which serve to identify the Teaching Materials (e.g. ISOPA, ALIPA and safeusediisocyanates logos, any serial numbers, etc.) may not be removed from the Teaching Materials. They may not be copied, modified or transferred to third parties.
	7. ISOPA/ALIPA may update the Teaching Materials from time to time. The Trainer shall always use the most recent version of the Teaching Materials.
	8. The Trainer is granted access to the sharepoint and the electronic copies of the Teaching Materials “as is”. ISOPA/ALIPA do not provide installation or configuration support or user support.
5. **Training Sessions**
	1. The Trainer is responsible for finding trainees and organising and carrying out the training sessions.
	2. The Trainer shall provide regular written updates to ISOPA/ALIPA, at least in three-month intervals, on the conduct of training, with information on the dates of training sessions and the number of trainees attending the training sessions.
	3. The Trainer shall systematically collect feedback on the training sessions from the trainees with the help of the feedback form that is attached at **Annex I**, and forward the responses at least every three months to ISOPA/ALIPA.
6. **Training Certificates**
	1. The Trainer must provide each trainee with a certificate after the successful completion of a training module.
	2. The certificates are issued by ISOPA/ALIPA to the Trainer for distribution to the trainees.
	3. The Trainer shall purchase the certificate(s) upfront before the training session for the trainee(s) concerned by using the Order Form that is attached at **Annex II**. Or in the alternative ISOPA/ALIPA will direct the Trainer to a website address where the certificates can be ordered online.
	4. The issuance of the certificates by ISOPA/ALIPA is subject to payment of a fee which currently amounts to 15 EUR plus VAT where applicable by the Trainer.
	5. ISOPA/ALIPA may revise the amount of the fee at the earliest by the end of first calendar year, and thereafter by the end of every subsequent calendar year.
	6. For the avoidance of doubt, the Trainer is free in the pricing of his or her services to the trainees, including with regard to the pricing of the certificates.
7. **No Delegation**

The Trainer shall not delegate the performance of the tasks described either in the Special or General Conditions of this Agreement or the Annexes to the Agreement or be replaced for the performance of said tasks without the prior written consent of ISOPA/ALIPA, nor cause the Agreement to be de facto performed by third parties.

1. **Communications**
	1. Any communication relating to the Agreement shall be made in writing and shall refer to the present Agreement.
	2. Communications shall be sent to the following addresses.

For ISOPA/ALIPA to:

ISOPA aisbl
Rue Belliard 65
1040 Brussels
Belgium
Phone: 02 786 35 53
email: main@isopa.org

For the Trainer to:

First name, family name
Address
Phone: …
email: …

* 1. Invoices for the Trainer will be sent to the following address.

Company:

First name, family name:
Address:

VAT :
Phone: …
Email: …

**General Conditions**

1. **Relationship between Special and General Conditions and Annexes**

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Agreement. Subject to the above, the several instruments forming part of the Agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by ISOPA and ALIPA.

1. **Payments**
	1. The Agreement shall be in EUR. Payments shall be executed in EUR.
	2. Fees referred to in this Agreement are net fees, not including costs, taxes, levies or other charges.
	3. Arrangements as regards payments are between ISOPA/ALIPA and the Trainer, even if the Trainer is contracted to work as an employee or in another function for another organisation. It will be for the Trainer and the organisation he or she works for to decide on the need for an arrangement concerning the origin or destination of any payments. ISOPA/ALIPA will not intervene in such arrangement.
	4. Unless stated otherwise, payments shall be made to following bank account of ISOPA denominated in EUR.

Account holder: The European Diisocyanate and Polyols Producers Association AISBL (ISOPA)
Name of bank: BNP Paribas Fortis
IBAN: BE12 0017 8212 2392
BIC : GEBABEBB

* 1. Payments shall be deemed to be effected on the date when they are credited to the account indicated above.
	2. Transfer costs shall be borne by the Trainer.
1. **Performance of the Agreement**
	1. The Trainer shall perform the task foreseen by the Agreement to the highest professional standards.
	2. The Trainer shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the Agreement under the laws and regulations in force at the place where the assigned tasks are to be executed.
	3. Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or mission, the Trainer shall immediately and on its own initiative record the event, action or mission in question and report it to ISOPA/ALIPA. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Trainer to ensure full compliance with its obligations under this Agreement. In such an event the Trainer shall give priority to solving the problem rather than determining liability.
	4. Should the Trainer fail to perform his or her obligations under the Agreement, ISOPA/ALIPA may claim compensation without prejudice to their right to terminate the Agreement.
2. **No Employment Contract**
	1. The Trainer shall act in an independent capacity.
	2. The terms of this Agreement, including the Annexes, do not constitute an employment or agency contract.
	3. The Trainer shall be solely responsible for complying with any legal, professional, contractual, tax, registration, or other obligations incumbent on him. The Trainer is responsible for making her or his own arrangements as regards compliance with social security, accident and health insurance, professional liability, and other legal, professional, contractual, tax, or registration requirements. For the avoidance of doubt, ISOPA/ALIPA are not liable to provide the Trainer with any compensation or coverage in the event of accident, injury, illness, unemployment, or any other circumstance preventing the Trainer from carrying out a gainful activity.
3. **Conflicts of Interest**
	1. The Trainer shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
	2. Any situation constituting or likely to lead to a conflict of interest during the performance of the Agreement shall be notified to ISOPA/ALIPA in writing without delay. The Trainer shall immediately take all the necessary steps to rectify the situation.
	3. The Trainer confirms he or she has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the Agreement.
4. **No Assignment**
	1. The Trainer shall not assign any rights, including claims for payments, and obligations arising from the Agreement, either in part or completely, without prior written consent of ISOPA/ALIPA.
	2. In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the Trainer shall not be enforceable against ISOPA/ALIPA and shall have no effect on ISOPA/ALIPA.
5. **Confidentiality**
	1. The Parties undertake to maintain confidentiality about confidential information at all time, even beyond the end of this Agreement.
	2. Confidential information is all information and records of the other Party which are marked as confidential or must be regarded as confidential due to the given circumstances. This applies in particular to information on the operational processes, business relations, know-how etc. of the other Party.
	3. Excluded from this obligation is such information which was demonstrably already known to the other Party at the time of the conclusion of the present Agreement or which becomes known from a third party after the conclusion of the Agreement, provided this occurs through legitimate means, without breach of other confidentiality obligations, statutory provisions or, if applicable, without breach of orders by a court or other public authority. Furthermore, such confidential information is excluded which must be disclosed due to compelling legal reasons or by order of a court or authority.
	4. If a Party finds itself legally obliged to disclose confidential information within the meaning of this Agreement, it shall inform the other Party, if legally permissible, prior to disclosure and give it the opportunity to counteract such disclosure.
6. **Liability**
	1. ISOPA/ALIPA make no warranty or guarantee, expressed, or implied regarding the fitness of the Teaching Materials for a particular purpose or that the Teaching Materials are suitable or appropriate for the specific requirements of the Trainer.
	2. ISOPA/ALIPA make no warranty or guarantee, expressed, or implied, regarding the compatibility of the electronic copies of the Teaching Materials with IT hardware, operating systems, or software used by the Trainer or other persons.
	3. ISOPA/ALIPA do not warrant that access to the sharepoint and the electronic copies of the Teaching Materials will be uninterrupted or error-free. The Trainer understands and accepts that software in general may be prone to bugs and flaws.
	4. ISOPA/ALIPA shall not be held liable for any damage caused or sustained by the Trainer, including any damage caused by the Trainer to third parties during or as a consequence of performance of the Agreement, except in the event of willful misconduct or gross negligence on the part of ISOPA/ALIPA. Liability of ISOPA/ALIPA will in any event be limited to the damage that is foreseeable and typical according to the nature of the present Agreement. It will furthermore be limited to a gross maximum of € 5,000 per incident, taxes and expenses included, and liability for all incidents combined in a given calendar year shall in any event not exceed a total gross amount of € 5,000 per calendar year.
	5. ISOPA/ALIPA will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Trainer arising out of the use or failure to use the Teaching Materials.
	6. ISOPA/ALIPA accepts no liability whatsoever for defects of title. In particular, ISOPA/ALIPA assume no liability that any contractual property rights that may be transferred by means of the Agreement are valid, commercially exploitable, technically feasible or usable or that any contractual property rights or contractual know-how that may be transferred by means of the Agreement do not infringe the rights of third parties.
7. **Force Majeure**
	1. A Party faced with force majeure shall formally notify the other Party without delay, stating the nature, likely duration and foreseeable effects.
	2. The Party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Parties are unable to fulfil their contractual obligations owing to force majeure, they shall have the right to remuneration only for the tasks actually executed.
	3. The Parties shall take all the necessary measures to limit any damage due to force majeure.
	4. 'Force majeure' means any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributable to error or negligence on their part, and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.
8. **Suspension of the Performance of the Agreement**
	1. ISOPA/ALIPA may suspend the performance of the Agreement or any part thereof:
* if the performance of the Agreement is or has been subject to substantial errors, irregularities or fraud;
* in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.
	1. Suspension shall take effect on the day the Trainer receives formal notification, or at a later date provided in the notification.
	2. ISOPA/ALIPA shall give notice as soon as possible to the Trainer to resume the suspended tasks or inform the Trainer that it is proceeding with the termination of the Agreement. The Trainer may not claim compensation on account of suspension of the Agreement or of part thereof.
1. **Term**
	1. The Agreement shall take effect on the day when it is signed by the last Party and shall be concluded for an unlimited duration, unless terminated earlier.
	2. Either Party may terminate the Agreement by written notice with effect on the last day of the third full calendar month following the receipt of said notice by the other Party.
	3. ISOPA/ALIPA may terminate the Agreement for good cause with immediate effect, in particular if
* the Trainer does not perform the Agreement as specified or fails to fulfil another substantial contractual obligation;
* the Trainer has not purchased certificates for an extended period of time;
* the Trainer has become unfit, for whatever reason, to carry out the trainings;
* or in the event of force majeure notified in accordance with article 9.1, where either resuming performance is impossible or the measures adopted by the Parties to limit the consequences of the force majeure might call into question the decision awarding the Agreement or result in unequal treatment of parties willing to contract.
	1. After the Agreement has come to an end, the right to access the sharepoint will lapse, and the Trainer shall immediately destroy any copies of the Teaching Materials, be they in electronic or hardcopy format.
1. **No Waiver of Rights**

If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right, unless expressly stated to the contrary. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

1. **Governing Law and Settlement of Disputes**
	1. All issues, questions and disputes concerning the validity and interpretation of the Agreement will be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice of law or to any conflict-of-laws rules or provisions that would result in the application of the laws of any country other than Belgium.
	2. Any dispute regarding the validity or interpretation of the terms of this Agreement, which cannot be settled through mediation, shall be submitted to the exclusive jurisdiction of the courts of Brussels.
2. **Entire Agreement**

This Agreement constitutes the entire and only agreement between the Parties and all other prior negotiations, agreements, representations, and understandings are superseded hereby.

1. **Modifications of the Agreement**
	1. Any changes of or amendments to this Agreement must be in writing to become effective. This also applies for any changes or amendments to this clause. For the avoidance of doubt, an electronic notice by email or in another electronic format does not meet the requirements of this clause.
	2. Any amendment to the Agreement shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.
2. **Severability**

If any part, term, or provision of this Agreement is or becomes legally invalid, the validity of the remainder of the Agreement shall not be affected thereby. The Parties shall replace invalid provisions by common consent with such provisions which come as close as possible to the intended result of the provision that has been held to be invalid.

This Agreement shall be executed in counterparts each of which when executed and delivered will be an original, but all counterparts together will constitute one and the same Agreement.

**Signatures**

Place, Date ……………………………………………………………………………………

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Jörg Palmersheim, Secretary-General ISOPA

Place, Date ……………………………………………………………………………………

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Jörg Palmersheim, Secretary-General ALIPA

Place, Date ……………………………………………………………………………………

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First name family name, Trainer