

DNV GL - Business Assurance  
**Training Agreement**

**YOUR CONTRACT FOR  
TRAINING SERVICES**

## General Terms and Conditions – Training Services

### 1. Execution of the Services

- 1.1. DNV GL shall execute the Services in a professional manner and in accordance with the provisions of this Agreement.
- 1.2. The Customer shall ensure that DNV GL without undue delay receives all relevant information and documentation for the purpose of the provision of the Services, including any list of Participants, and that DNV GL is given necessary access to Customer's sites for the purpose of the performance of the Services.
- 1.3. Customer shall ensure that all Participants shall comply with the reasonable instructions of the Trainer in connection with the provision of the Services. Recording and/or videotaping of Training or E-learning is strictly prohibited.
- 1.4. DNV GL does not warrant any specific result nor undertake any fit for purpose obligations in connection with the content of the Services and/or any subsequent use of all or parts of the content of the Services and/or Material.
- 1.5. The Customer acknowledges and consents that DNV GL may subcontract all or part of the Services under this Agreement to subsidiaries or affiliated enterprises of DNV GL or to other qualified third parties. DNV GL is responsible for subcontracted Services in accordance with the provisions of this Agreement.
- 1.6. The Customer shall ensure that all user names and passwords provided by DNV GL for access to the E-learning or Training Material shall only be disclosed to the Participant and shall be kept confidential by the Participant to whom such user name and/or password is provided (and the same will not be disclosed to third parties, or other employees or representatives of the Customer without DNV GL's prior written consent). The Customer and any Participant shall immediately notify DNV GL if it becomes aware of the loss, theft or disclosure to any third party or any unauthorised use of a user name and/or password.

### 2. Safety, Health and Environment ('SHE')

- 2.1. The Customer shall inform DNV GL of any real or potential SHE hazard which may be relevant to this Agreement or the provision of Services and/or any necessary safety measures required for the provision of the Services. Whenever DNV GL undertakes to provide Services on a site designated by the Customer, the Customer shall provide all safety measures to ensure a working environment that is safe and in accordance with all applicable legislation and ensure that the risks that cannot be eliminated are communicated to DNV GL and controlled to a reasonable level. Where the Services will be carried out at a DNV GL site, the Customer shall comply with any additional SHE requirements and procedures of which it is notified from time to time.
- 2.2. The DNV GL representative has the right to refuse to carry out an activity, when the safety, according to his/her own judgment, is not satisfactory.

### 3. Remuneration

- 3.1. The Customer shall pay DNV GL for the Services, as specified in this Agreement. Payment shall be made to DNV GL's bank account as stated on the invoice within 30 days of the date of the invoice (but in any event at least 7 days before the Training is due to commence) unless otherwise specified in this Agreement. Prices quoted are exclusive of VAT, any other local sales taxes and/or withholding taxes, and shall be for Customer's account.
- 3.2. Without prejudice to any other right available to it at law or hereunder, DNV GL shall be entitled to withhold or suspend Services should Customer fail to make and/or make late payment and DNV GL shall further have the right to charge a market standard default interest rate for late payment.
- 3.3. DNV GL shall not provide user name and/or password for the E-learning or give access to or initiate E-Learning, Inhouse E-Learning or Training until receipt of the full payment for the Services made by the Customer.

### 4. Termination of Agreement and Cancellation

- 4.1. Each party shall have the right to terminate this Agreement at any time upon 30 days written notice to the other party. In case of termination by Customer, Customer shall reimburse DNV GL for all Services performed or commenced before the date of termination, and all documented, necessary and reasonable costs and expenses incurred by DNV GL as a consequence of such termination. In case of termination by DNV GL, Customer's sole claim against DNV GL shall be the refund of the fees paid by Customers for the Training or E-learning not commenced or completed before the date of termination.
- 4.2. DNV GL reserves the discretionary right to cancel any Training or E-learning, and shall make reasonable endeavours to inform the Customer and/or Participants of such cancellation with prior notice. In case of cancellation by DNV GL, Customer's sole claim against DNV GL shall be the refund of the fees paid by Customer to DNV GL for the cancelled Training or E-learning.
- 4.3. Customer shall have the right to cancel its participation in Training or E-learning (the "Event") by giving prior written notice to DNV GL prior to the commencement of the Event. In case of Customer's cancellation, the following cancellation fee shall apply, taking into account any prepaid fees and costs: a) If written notice is given fewer than 30 days but more than 14 days prior to the commencement of the Event – 50% of the agreed fee plus 100% of any unrecoverable expenses incurred by DNV GL in respect of the Event. b) If written notice is given 14 days or fewer prior to the commencement of the Event - 100% of the agreed Fee plus 100% of any unrecoverable expenses incurred by DNV GL in respect of the Event. The Customer acknowledges that the foregoing cancellation/termination fee represents a genuine and reasonable pre-estimate of the losses that DNV GL will incur in the event of cancellation (due, inter alia, to the inability of DNV GL to reallocate its personnel to other assignments within the cancellation period). "Unrecoverable expenses" include, but are not limited to; training room and equipment hire, training participant and Trainer/or trainer accommodation, Trainer travel, catering, printing and shipping of course materials.
- 4.4. Both parties shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder, or if the other party goes bankrupt or enters into liquidation proceedings or enters any similar circumstance anywhere in the world.

- 4.5. DNV GL shall have the right to terminate the Agreement with immediate effect if the requested documents, information or access, according to article 1.2 above, have not been provided in a timely manner.
- 4.6. Should this Agreement be terminated by DNV GL in accordance with article 4.4 or 4.5 above, Customer shall reimburse DNV GL for all Services performed or commenced before the date of termination, and all documented, necessary and reasonable costs and expenses incurred by DNV GL as a consequence of such termination.
- 4.7. After the termination of this Agreement and/or cancellation of the Training or E-learning, DNV GL shall have the right to invalidate the user name and/or password which has been provided to the Customer and/or Participants for the E-learning concerned.
- 4.8. Should the Customer only make partial use of the Services, or should Participant/s or Customer fail to undertake or complete an E-learning, the Customer shall not be entitled to a refund of any portion of the Fees, costs and expenses.

## 5. Confidentiality and Data Protection

- 5.1. The parties agree to keep confidential any information they receive from the other party in the course of the Agreement which by denotation or reasonable circumstances is considered confidential to the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent. Notwithstanding anything to the contrary, unless otherwise provided herein each party may share such received information with its officers, employees, affiliates or subcontractors who are subject to confidentiality obligations reflecting the principles herein.
- 5.2. Regardless of anything to the contrary in this Agreement, subject to the exceptions in clause 5.3, the Training, E-learning, Training Material and Manual as well as the content thereof, in addition to any user names and passwords provided by DNV GL, shall be deemed to constitute confidential information.
- 5.3. The obligations above shall not apply to, and each party shall be free to disclose, any information which: (i) is or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing party; (ii) is or becomes generally available in the public domain through no act or failure to act on the part of the recipient; (iii) is required to be disclosed by any competent court, governmental agency, flag state administration, or other relevant public authority in accordance with applicable law, court order or other public regulation; or (iv) is already in the possession of the recipient (and is not subject to obligations of confidentiality) prior to its receipt from the disclosing party.
- 5.4. Notwithstanding the above, unless otherwise explicitly agreed in writing, DNV GL shall have the rights to: (i) use for statistical, analytical and training purposes within the DNV GL Group of companies, any information generated in the course of the Services, provided that such information is kept internally within the DNV GL Group of companies or published only in aggregated anonymous forms; and (ii) make reference to Customer and/or the Services under this Agreement in any efforts to secure other business, unless Customer expressly prohibits in writing such reference.
- 5.5. The obligations in this section shall survive the completion of the Services or termination of this Agreement and shall continue for as long as the relevant information remains confidential.
- 5.6. The parties agree whilst it is envisaged that no Personal Data will be transferred between the parties subject to this Agreement, to the extent any Personal Data is transferred between the parties, the parties warrant that they will comply with all relevant laws and regulations relating to data protection, whether local, national or supranational, including and for the avoidance of doubt, the principles set out in the Privacy and Electronic Communications Regulations (EC Directive) 2003 (SE 2003/2426).

## 6. Intellectual Property Rights

- 6.1. Both parties agree that any intellectual property right (either registered or not) in existence prior to this Agreement, shall remain the sole property of the originating party.
- 6.2. DNV GL shall be deemed to have full ownership rights, including copyright, to the Training, E-Learning, Training Material and Manuals as well as any other deliverables created or provided by DNV GL as part of the Services, including any Customized Training.
- 6.3. Subject to the Confidentiality clause contained herein, Participants shall have
  - a) A time-limited, restricted right to access and use the E-learning for Customer's internal purposes. The license does not include a right to transfer, sub-license or otherwise distribute or give access to the E-learning for third parties within or outside of Customer's organization – whether in digital or paper format – nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the E-learning.
  - b) A time-limited, restricted right to access and use the Inhouse E-learning for Customer's internal purposes. The license does not include a right to transfer, sub-license or otherwise distribute or give access to the Inhouse E-learning for third parties within or outside of Customer's organization – whether in digital or paper format – nor the right to record, copy, re-issue, reverse-engineer, translate, change or otherwise amend the inhouse E-learning.
  - c) A restricted license to use a copy of any Training Material and Manuals for their own internal use for Customer's purposes for a period of 12 (Training Material) and 24 (Manuals) months ("license period") after the Training or E-learning has taken place. This right to use the Training Material and Manuals does not include the right to transfer, sub-license or otherwise distribute the Training Material or Manuals to third parties within or outside of Customer's organization, nor the right to copy, re-issue, reverse-engineer, translate, change or otherwise amend the Material or Manuals.
- 6.4. At the expiry of the license period, Customer shall ensure that all Training Material and Manuals are deleted or destroyed, and cease any use of E-learning or Inhouse E-learning.
- 6.5. DNV GL shall have a right to audit Customer's compliance with this article 6. Customer shall be given reasonable notice of such audit, and shall give necessary assistance free of charge for this purpose.
- 6.6. The obligations in this section shall survive the completion of the Services or termination of this Agreement.

## 7. Liability and Indemnity

- 7.1. The Customer shall indemnify, defend and hold **DNV GL** harmless from all losses, costs and expenses incurred by **DNV GL** as a consequence of a failure of the Customer to fulfill its obligations under this Agreement.
- 7.2. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LIQUIDATED, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER FORM OF INDIRECT LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS, OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER SUCH MAY ARISE, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**
- 7.3. **EXCEPT IN THE CASE OF CIRCUMSTANCES FOR WHICH A PARTY MAY NOT LAWFULLY LIMIT ITS LIABILITY UNDER THIS AGREEMENT'S APPLICABLE LAW, DNV GL'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL BE LIMITED TO THE LESSER OF (A) A SUM EQUAL TO THE FEE PAID TO DNV GL UNDER THIS AGREEMENT, OR (B) USD 10,000 (TEN THOUSAND UNITED STATES DOLLARS).**
- 7.4. If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, such party shall notify the other party immediately.

## 8. Insurance

- 8.1. Both parties shall maintain adequate insurance coverage for general and professional liabilities and their relevant personnel under the Agreement, for such amounts and on such terms as are reasonably standard in their respective industries and with underwriters who are in good standing.

## 9. Force Majeure

Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster and/or weather, fire, explosion, or labour dispute and/or other events beyond the control of the parties that disrupts international air travel. The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence. Financial distress shall not constitute a force majeure event. Either Party shall be entitled to terminate the Agreement with immediate effect should the force majeure event occurrence endure for more than a period of thirty (30) consecutive days.

## 10. Law and Jurisdiction

- 10.1. This Agreement shall be governed by and construed in accordance with the laws of *Singapore*, without regard to principles of conflicts of law.
- 10.2. Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be brought exclusively in the courts of *Singapore*.

## 11. Special terms

- 11.1. In case of contradiction between the Special Terms and these General Terms and Conditions, the Special Terms shall prevail.