**W O R K S H O P A G R E E M E N T**

**(neutraali ostosopimus koulutuksesta)**

\* Tämä sopimuspohja on tehty neutraalista näkökulmas­ta erityisesti tilanteeseen, jossa ohjelmistoyritys tarjoaa ICT-alan on-line –koulutusta /workshop-palvelua toiselle yritykselle. Tässä sopimuspohjassa sopijapuolet sopivat koulutuspalvelun hinnoista ja aikatauluista sekä muista toimitusehdoista. Workshopin tarkempi sisältö on eriteltynä sopimuksen liitteessä 1.

Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta; on myös huomioitava, että yhden sopimuskoh­dan muuttaminen yleensä vaikuttaa myös sopimuksen muihin lausek­keisiin ja lisämuutokset ovat tällöin tarpeen.

**HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilan­teisiin ilman sopimusjuridisen asiantunti­jan tarkistusta ja kor­jauksia.**

***DRAFT 0.1 – APRIL \_\_, 20\_\_***

Workshop Agreement

1. **The Parties**

Client: [Company Name]

Business ID: [Business ID]

Address: [address]

Contact: [name of the person]

Provider: ICT-koulutusyhtiö Oy

Business ID: Finnish business ID: 123456-7 VAT reg.

Address: Pääkatu 1 00100 Helsinki

Contact: Mr Seppo Softanen

1. **Object of the agreement**

The object of this agreement is to provide a customized workshop on the *Top Software Development* topic for the Client's employees, according to the details specified in Appendix 1. The online phases of the workshop are scheduled as follows:

* phase 0 preparatory
* phase 1 (online), 3 sessions of 4 hours each on 1st, 11th, 21st of January 20\_\_.
* phase 2 [TO BE DEFINED]

The workshop shall be held in English, Any course materials and discussions will be also in English.

1. **Duration of the agreement**

This agreement is valid from the date of signature until the last phase of the workshop is complete.

1. **Fees and payment**
   1. The price of the *Top Software Development* Workshop is **EUR 495 /participant** + VAT (if applicable).
   2. The Provider will issue the invoice in EUR, and is to be paid in advance.
   3. The Client shall pay the invoice upon receipt, through the bank account mentioned below :

IBAN EUR: FI 123456789, SWIFT Code: NDEAFIHH, Nordea Bank Finland.

1. **Obligations of the parties**

**Provider**

* 1. To provide the instructors and workshop materials:
* video lectures for preparatory phase. They will be available online under the CC license
* other workshop materials that are propriety of Provider and that will be used during the workshop and only in the connection with the workshop;
  1. To provide for participants in the workshop a meeting platform and logistics necessary for the workshop delivery;
  2. To notify the Client about any rescheduling as a consequence of instructors unavailability due to unforeseen circumstances.
  3. To issue a participation certificate at the end of the workshop only if participants attended the online sessions.

**Client**

* 1. To provide access for instructors to any of the resources needed for the preparation of the workshop;

* 1. To pay the workshop price and to send to the Provider the proof of payment for the participation fee in accordance with the provisions of art. 4;
  2. To communicate internally to the workshop participants the dates and logistics of the event so that they can attend the workshop;
  3. In case the Provider has to reschedule the online phases of the workshop, the Client will provide other dates options.

1. **Cancellation of the workshop**
   1. In case of cancelation, the Client is obliged to notify the Provider at least 10 working days prior to the start of the preparatory phase of the workshop. In this case, the Provider shall refund the Client 90% of the paid price, the amount of 10% being retained with the title of administrative fees.
   2. If the cancelation of the workshop is not made by the Client in compliance with the minimum period of 10 working days prior, the Provider shall retain the entire paid price and the Client has the possibility to reschedule for a later date, but no later than the end of the next year.
   3. If the Provider cancels the event, it will notify the Beneficiary regarding the cancellation of the workshop, in which case, any participation fee paid in advance will be returned in full.
2. **Intellectual property rights**
   1. All workshop materials as well as the handouts used in the workshop are the exclusive property of the Provider, unless marked to be under the CC license.
   2. The Client will not use any of the proprietary materials received during this workshop to carry out similar workshop activities, it has no right to multiply, reproduce, publish sell or transmit them for any reason to a third party.
3. **Force majeure**

Within the conditions of this agreement, none of the parties shall be responsible for the non-compliance on time and/or inadequately, entirely or partially, with any of the obligations undertaken on the basis of the agreement, if the non-compliance with the respective obligation was caused by a force majeure or an unforeseeable event.

1. **Dispute resolution**

All disputes arising in connection with the interpretation and application of this agreement will be resolved first through mediation. If the mediation fails to resolve the dispute in whole or in part, the parties shall settle the dispute in the city court of Helsinki, Finland (Helsingin käräjäoikeus) in accordance with the laws of Finland.

***PROVIDER:***

***CLIENT*:**

**Place and date Place and date**

**ICT-yhtiö Oy xxxxxxxxxx**

**APPENDIX 1**

* **the main content of the workshop**