

GREEN TVET SCHOOL

TVET Hamburg



CONTRACTUAL TERMS

Scope of application

TVET Hamburg – a consortium of the Hamburg Institute for Vocational Education and Training (HIBB), the Hamburg Chamber of Commerce and GFA Consulting Group GmbH – has partnered with the Renewables Academy AG (RENAC) to develop and implement the Green TVET School, a digital training program on the German dual TVET system with a focus on skills for the renewable energy and green hydrogen sectors. The Green TVET School is provided via the World Wide Web using the GFA-Moodle Learning platform (“E-learning platform”).

The following contractual terms (“Terms”) govern the participation in the Green TVET School as described in the attached program outline. These Terms apply to persons that enrol on a private basis or that are part of a corporate enrolment (“Participant”). These Terms shall govern this agreement exclusively, the Participant herewith agrees that any Participant’s terms and conditions, procurement guidelines, etc. are herewith excluded and will not come into effect.

1 Conditions for participation

- a. The Green TVET School is conducted in the English and French language; all contributions of the Participant must be submitted in English or French language.
- b. The Participant must have access to a computer or smartphone with an internet connection. Basic internet skills are expected.
- c. To register for the Green TVET School, the Participant needs to complete the online registration form and transfer this application to TVET Hamburg by 11 September 2023. The Participants will then receive an invoice by TVET Hamburg, payments can only be made via bank transfer. During the invoicing procedure, the Participant accepts the Terms as well as the price and services of the Green TVET School described in the program outline.
- d. The Green TVET School has a limited number of participants. By paying the course fee, the applicant irrevocably registers for the course. The applicant shall immediately send a copy of the payment confirmation to TVET Hamburg. The order of the applicants is determined by the payments, so a late payment may result in a rejection of the application if the course is already fully booked. The payment will then immediately be refunded.

2 Start of Training

- a. The Green TVET School begins on 25 September 2023.
- b. The confirmed Participant receives all access data required for the E-Learning Platform one week prior to the official start date of the Green TVET School.

3 Online learning material

- a. Training material can consist of, but is not limited to, online reading material, download files, graphics, self-assessment tests, exams, assignments and links, data, and software programs, as well as all organisational and technical documents and information, provided as part of the Green TVET School (“Material”).

- b. Material is provided for the Participant's personal educational and non-commercial use only.
- c. All rights, title and interest in and to such Material, including but not limited to reproduction, distribution, making public, making available, transmission, translation, performance, display, adaptation and modification, are exclusively reserved to the TVET Hamburg and its licensors.
- d. The Participant especially agrees:
 - not to copy or print out any Material, except specially indicated Material;
 - not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Material;
 - not to alter, or modify, the whole or any part of the Material, nor permit the Material or any part of it to be combined with, or become incorporated into, any other materials;
 - not to provide or otherwise make available the Material in whole or in part, in any form, to any person without prior written consent from TVET Hamburg.

4 E-Learning Platform

- a. The E-Learning Platform is accessible via a Participant-specific password. All Participants of a current training have access to the E-Learning Platform and may use the forum(s) to post context related comments, questions, discussion, links, documents, pictures, etc. Participants may also give private information about themselves and upload pictures and documents. All uploaded or entered contents are fully accessible to all other Participants.
- b. If the Participant uploads or enters private information onto/into the E-Learning Platform, he/she is responsible for maintaining the security of that information. The Participant must immediately notify TVET Hamburg at info@tvet-hamburg.de of any unauthorised uses of the Participant's information or any other breaches of security. TVET Hamburg will not be liable for any acts or omissions by the Participant, including any damages of any kind incurred as a result of such acts or omissions.
- c. TVET Hamburg has not reviewed, and cannot review, all of the material made available through the websites and webpages to which the E-Learning Platform links, and that link to the E-Learning Platform. TVET Hamburg does not have control over the non-TVET Hamburg E-Learning websites or webpages and is not responsible for their contents or their use. By linking to a non-TVET Hamburg E-Learning website or webpage, TVET Hamburg does not represent or imply that it endorses the website or webpage. The Participant is advised to check privacy policy statements of linked websites as they may deviate from those of TVET Hamburg.
- d. Posts and other content on the E-Learning Platform not directly provided by TVET Hamburg may contain content that is offensive, indecent or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Posts and other content on the E-Learning Platform not directly provided by TVET Hamburg may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. TVET Hamburg disclaims any responsibility for any harm resulting from the use by users of the E-Learning Platform, or from any downloading by those users of non-TVET Hamburg content posted.
- e. TVET Hamburg cannot review all of the material posted to the E-Learning Platform and cannot, therefore, be responsible for that material's content, use or effects. By operating the E-Learning Platform, TVET Hamburg does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful.
- f. TVET Hamburg advises the Participant that the E-Learning Platform is a service provided by eLeDia Berlin. The use of the E-Learning Platform may in addition be subject to the terms and conditions of eLeDia Berlin.

5 Responsibility of E-Learning Platform users

- a. The Participant is responsible for taking precautions as necessary to protect himself/herself and his/her computer systems or smartphones from viruses, worms, Trojan horses and other harmful or destructive content.
- b. The Participant must not post or upload material onto the E-Learning Platform with content of an offensive, indecent or otherwise objectionable nature. The Participant shall omit any activities within the E-Learning Platform that violate the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties.

- c. The Participant must not pass on their password and shall reasonably protect their password from third party abuse.

6 Green TVET School certificate

- a. Participants that completed all tasks marked compulsory in the Green TVET School will receive a certificate of participation at the end of the program.
- b. The certificate of participation will be automatically created via the E-Learning Platform and send in PDF format to the Participant's e-mail address as provided in the Participant's registration form.

7 Specialist, organisational and technical support

- a. In terms of content-related, organisational and technical requests, qualified facilitators are available via E-Mail, WhatsApp and the discussion forum of the E-Learning Platform.
- b. All correspondence with the lecturers, trainers, consultants, authors or anyone else providing training or training Material on behalf of TVET Hamburg must go through TVET Hamburg.

8 Price and payment

- a. The price of the Green TVET School is EUR 990.00 excluding VAT.
- b. All costs necessary to participate in the Green TVET School, such as Internet connection costs, computer costs, printing cost, etc., will be exclusively borne by the Participant.

9 Privacy policy

- a. TVET Hamburg will collect, process and use personal data of Participants for the sake of providing learning services to the Participant. TVET Hamburg will not pass on personal data to third parties without the Participant's explicit consent or in case TVET Hamburg is obliged to do so by law.
- b. Personal data will be saved as long as necessary for the provision of the Green TVET School plus 10 years thereafter for tax or legal reasons.

10 Warranties and service exclusions

- a. The Green TVET School has been prepared with the utmost care and according to the best of the knowledge and belief of TVET Hamburg
- b. TVET Hamburg will endeavour to make the E-Learning Platform available but cannot guarantee that the E-Learning Platform will operate continuously or without interruptions that could affect the use of the E-Learning Platform. The E-Learning Platform may provide links to other websites, which are not under the control of TVET Hamburg. TVET Hamburg shall not be responsible in any way for the content of any such other websites. The Participant acknowledges that TVET Hamburg provides such links only as a convenience.
- c. The E-Learning Platform is provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither TVET Hamburg nor TVET Hamburg's contractors guarantee or warrant completeness and correctness of information, including of calculations. TVET Hamburg makes no guarantee whatsoever as to the accuracy of future-oriented statements, assumptions and estimations made within the scope of the Green TVET School, nor to the achievement of forecasts and predictions.
- d. No warranty is given that the training Material will be fit for any particular purpose.

11 Jurisdiction and place of jurisdiction

- a. These Terms are governed by German law, the place of jurisdiction is exclusively Hamburg, Germany.

12 Final provisions

- a. Should individual provisions of these Terms be or become invalid either in full or in part, the validity of the remaining provisions shall remain hereby unaffected. The fully or partially ineffective provision should be replaced by one which most closely corresponds in a legally permissible manner to the commercial purpose of the ineffective provision. This also applies to the filling of any contractual loopholes.
- b. The benefits and obligations conferred by these Terms upon the Participant shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of TVET Hamburg.
- c. Any amendments or supplements to these Terms shall be valid only if made in writing. There are no verbal subsidiary agreements.
- d. Notices to the Participant may be sent to the Participant either by e-mail or to the postal address set out on the Participant's registration form. Notice will be deemed received twenty-four (24) hours after an e-mail is sent or three (3) days after the date of posting. Participants are obliged to forward relevant TVET Hamburg e-mails to their corporate person in charge at once.

TVET Hamburg, June 2023