



Code of Conduct for Entrepreneurs and Companies

CODE OF CONDUCT FOR MEMBERS OF THE DUTCH COUNCIL OF TRAINING AND EDUCATION
(NRTO)

A code is nothing, coding is everything.

Preamble

This Code of Conduct applies to all entrepreneurs or professionals who are a member of the NRTO and who enter into a contract with a company, irrespective of its legal form for the offering of training courses and/or developing and conduct of examinations. The term 'training' includes all types of education, training, course or workshop, irrespective of its duration, including both distance learning and contact education. The term 'examinations' includes all types of assessment of the knowledge, insight, attitude and skills of a candidate who, by means of assignments across a coherent set of disciplines, has to deliver a number of results, based on which the candidate can be awarded with a certificate, from which certain rights or powers can be derived, taking into account certain criteria and rules into account. Members of the NRTO must, in all aspects of their conduct, within the framework of the aims of the NRTO, be able to stand up to public scrutiny, which is why this Code of Conduct may function as our business card. As association of entrepreneurs within the private training, education and examination sector we apply the general principles of proper education'), which are derived from the general principles of 'good corporate governance'. Our members are expected to comply with these principles and to apply the norms and values of this Code of Conduct in practice. These principles include several procedural elements, such as the right of defence and impartiality, but also many important values such as integrity, transparency, and the duty of accounting for one's action or decision.

The essence of the Code of Conduct lies partly in the manner in which the practice of conduct is monitored and whether it operates according to these principles. A Commission for Quality Control has been set up to ensure that the Code of Conduct is being applied in practice. The NRTO Committee is responsible for setting up the Commission and their working method is included in the NRTO regulations. The procedure for quality control is included in the appendix at the end of this document. Experience will tell whether the Code of Conduct is useful and effective. If the Code of Conduct appears to contain inadequate terms or clauses to describe certain actions as incorrect, unfair or contradictory to this code, then any possible future amendments to the Code may be presented to the NRTO Commission for Quality Control, and an addition or modification may be proposed to the ALV (General Assembly of Members). External organisations who have a supervisory role within the NRTO may also come up with proposals for improvement or amplification of the Code, which may then lead to the amendment of the Code via the Commission for Quality Control. The entrepreneur is responsible for the quality of (the purchase of) the products he supplies or the

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services supplied by freelancers. The entrepreneur formulates quality conditions for the purchase, in accordance with the regulations of the Code of Conduct, without establishing any employment relationship with the supplier of these products or services. In using the Code of Conduct no employment relationship may be concluded by the teachers involved, or by the entrepreneur or by a third party. The independent position of the freelance teachers remains unaffected. If a legally binding complaints procedure has been prescribed, then the relevant provisions prevail over those of this Code of Conduct. The Code will be put on the agenda at the Annual General Members' Meeting (the ALV) for evaluation; points of constructive criticism, complaints that have come to the attention of the Commission for Quality Control, or obligations which the NRTO has entered into with third parties, will all be included in this evaluation. All those who apply for new NRTO membership will be required to sign the Code. The current members are requested to sign the Code, or at least to indicate within which period of time they will be able to agree to the Code. Members will be allowed a maximum period of one year for deciding to sign the Code, according to the discretion of the Commission for Quality Control.

1. Introduction

1.1

Affiliated to the NRTO are all those legal entities as described in the Articles of Association which deal - in the broadest sense - with quality training, education and/or examination. (Hereafter referred to as 'the entrepreneur'.)

1.2

If any employee of the entrepreneur violates the rules of conduct as set out below, then the entrepreneur will be held responsible for this violation in accordance with 4.10. This is irrespective of the employee(s) being a member of a professional organisation with its own code of conduct. In this case the NRTO rules of conduct apply, unless the complainant explicitly wishes to call the employee to account according to the rules of conduct relevant to his own professional organisation, with exception of any proceedings pertaining to private law.

2. Aim

The rules of conduct aim to specify the conduct of the entrepreneur in commerce in general and in particular towards his clients and his NRTO colleagues, details of which are set out in art. 6.2 of the Articles of Association.

3. Definitions

3.1

An entrepreneur is an entrepreneur who is a member of the NRTO and who meets the criteria set by the NRTO. Entrepreneurs carry out their business at their own risk and expense on behalf of their clients, such as companies, the government or charitable institutions.

3.2

A client is a company, irrespective of its legal form, with whom a contract has been agreed upon for services supplied by the entrepreneur.

3.3

A complainant is a client or a NRTO entrepreneur, who wishes to lodge a complaint with regard to this Code of Conduct concerning a NRTO entrepreneur or a person, who works under the responsibility of the entrepreneur concerned.

3.4

A contractor is a person who either has an employment contract with an entrepreneur or who carries out assignments for the entrepreneur as a freelancer or in another capacity.

4. Rules of conduct

General

4.1

In his provision of his professional services an entrepreneur complies with the law, the Articles of Association, the NRTO regulations and this Code of Conduct, which forms part of the regulations.

4.2

An entrepreneur refrains from anything that may in any way harm the reputation of the NRTO.

4.3

Basic responsibility towards the client

4.3.1 Professionalism

The entrepreneur shall behave professionally towards the client, investing all possible high-quality expertise, as specified below in 4.3.3.

4.3.2 Independence

In his relation to the client the entrepreneur shall avoid any conflict of interest, protecting only the interests of the assignment itself, in order to maintain his independent position in relation to the client. This means that if an entrepreneur or the trainers involved have any side interests which are of a moral, legal and/or financial economic nature, and which could influence the development of the training course and/or examination procedure on offer, they are obliged to either refuse the assignment in question or to notify the possible side interest to the client and/or NRTO colleague entrepreneurs before accepting the assignment.

4.3.3 Obligation towards the quality of service

4.3.3.1

The entrepreneur commits himself to apply his knowledge, experience and professional capacity to the assignment to his utmost ability. Final responsibility for each assignment lies with the entrepreneur.

4.3.3.2

The entrepreneur only agrees to take on those assignments, for which he is qualified. The employees who are involved in implementing the assignment must be able to apply their knowledge, experience and personal qualities in an effective manner.

4.3.3.3

A written agreement (offer, contract) will clarify to the client all that may be expected of the entrepreneur in a specific assignment.

4.3.4 Care and confidentiality

4.3.4.1

The entrepreneur will handle the information which he has received or become aware of during the training relationship with due care, as is reasonably expected.

4.3.4.2

In general, information of a confidential nature or information which should be considered as confidential, for which an indication of the source is essential, must only be used if required in the interest of the implementation of the assignment. Care must be taken to ensure that the information, when passed on, cannot be traced back to its source, should this entail any negative consequences for the source.

4.3.4.3

Details of information which have been gained in confidence from the employees of the client within the framework of the training course, and for which a source indication is not required, will be only be disclosed to a third party if the person who has supplied the information has given permission for this disclosure beforehand.

4.3.4.4

The entrepreneur does not pass on any judgement derived from the training course and/or examination procedure on the employees to the client, unless the training course (in part) and/or examination procedure aims to reach a judgement on the course or examination participants. The participants must in that case be informed beforehand of the aims of the training course and/or examination procedure and the standards on which the judgement of the participant will be based. Participants of such a training course and/or examination procedure must be able to take note of this judgement and its arguments beforehand. They must be given the opportunity to discuss this judgement with the trainer or responsible examination official, before the judgement and/or examination results are reported back to the client.

4.3.4.5

The entrepreneur discusses with the client whether the course participants who wish to receive a signed and dated certificate of participation, may do so.

4.3.5 Competitive assignments

If the entrepreneur has undertaken or will undertake for a competitor of the (potential) client any strategic activities which can potentially cause a conflict of interests, he will notify the (potential) client of this.

4.3.6 Provision of information and advertisements

An entrepreneur will associate his name with the service provided in a manner which is not harmful to the reputation of the NRTO and its members. The information provided via promotional material, study guides and a website, must be correct and informative. This entails that both the status of all diploma's, certificates and testimonials, if applicable, and the status of the corresponding examination course, as well as the quality assessments of the Dutch Council of Training and Education (NRTO), must be represented truthfully and accurately:

- Unambiguous description of the type of training course/diploma; for example and if relevant:
 - CROHO-registration (register of the formal HO-courses (Higher Education courses), specifically:
 - Legally recognised bachelor's or master's degree.
 - Date of first or renewed accreditation.
 - Other, formally recognised bachelor's or master's degree (source indication).
 - CREBO-registration (register of the formal BVE-courses (vocational education courses)).
 - Other registrations such as of a trade branch.
 - Authoritative source/institution which issues qualifications that are legally recognised (in-company training, professional training).
 - Type and nature of any corresponding examination procedure.

4.3.7 Results of the assignment

The entrepreneur will endeavour to achieve the results as notified to the client to the best of his abilities.

4.4 Consensus

4.4.1 Written consensus

Before accepting the assignment, the entrepreneur ensures that a consensus is set up in writing between the client and the entrepreneur about the content and conditions of implementation of the assignment. Some aspects of this consensus are formulated in the General Conditions of Entrepreneurs and Companies. The entrepreneur must at least agree with the client on who has copyrights in the assignment concerned.

4.4.2 Formation of the consensus

The consensus is formed, on the one hand, due to the entrepreneur who has collected all the relevant information adequately and, on the other hand, due to the client who has supplied, to the best of his knowledge, all the essential information required for the set-up and implementation of the assignment. On the basis of all this information both the client and the entrepreneur are able to get a good perception of the training and/or examination requirements, as well as the size and approach of the training and/or examination programme, and its desired results.

4.4.3 Preliminary investigation

If a preliminary investigation is to be carried out prior to the consensus with the client, the conditions of this investigation must be agreed on with the client.

4.4.4 Content consensus

In the consensus on the conditions of implementation the following may be agreed on, if necessary:

- Definition of the target group.
- Conditions of participation, such as voluntary attendance.
- Definition of the learning needs.
- Training and/or examination topic(s) to be handled.
- Any examination programme linked to the training course concerned.
- Working method.
- Materials and/or technical equipment to be used.
- Realistic possibilities in view of the expectations of the training and or examination.
- Selection of the trainers and/or examination officials by the entrepreneur and the client and the appointment of a possible project leader.
- Role of the trainer(s) and/or examination officials.
- Indication of the length of duration of the training and/or examination course and the possible use of stages.
- Manner of evaluation of the training and/or examination course.
- Possible debriefing.
- Estimated costs.
- Expenses of the training and/or examination material.
- Travel- and accommodation expenses of the trainer/examination official.
- Extra expenses for courses and/or examinations outside the usual working days.
- Expenses for accommodation and food and drinks, etc. for the training courses and/or examination, and the allocation of tasks for organising these things.
- Charging for setting up the offer.
- Payment and cancellation provisions.
- Definitions concerning situations of force majeure.
- Intellectual property- and copyrights of training and/or examination material.
- Desired, or necessary after-sales service.

The above list is nonexhaustive. Any matters which are not listed but are in line with this subject may of course be arranged by the client and the entrepreneur by mutual consent.

4.4.5 Change in circumstances

If, during the implementation of the assignment, new facts or situations present themselves which (could) impair the original consensus, the client and the entrepreneur will discuss the matter(s) in order to come to a new contractual agreement.

4.4.6 Co-operation of the client

The entrepreneur clarifies sufficiently to the employees of the client who are involved in the assignment everything that is expected of them.

4.4.7 Information on progress

The entrepreneur will keep the client up-to-date with the progress in his work. He must also provide insight into the methods used in the several stages of the training and/or examination procedure, if requested.

4.4.8 Documentation

The entrepreneur will keep documentation of all the assignments carried out by him, in part with a view to the possibility of having to account for his actions afterwards. The entrepreneur will guard against any misuse of archival items.

4.5 Fees

4.5.1

The entrepreneur will charge a fee for the assignment(s) which is in accordance with the services delivered and the responsibilities he has accepted. In concrete terms the fee will be based on the amount of work and costs spent on the assignment.

4.5.2

In view of his professional interest the entrepreneur will preferably determine his fee based on the relation between intellectual performance and product, rather than charge a reimbursement/fee – not even as secondary income – the height of which is determined by the cost savings derived from the assignment, by profit increase or whatever result that has been achieved; for assignments under the “no cure, no pay” condition, clear agreements are made between the commissioning party and the client about how the result is measured. For the same reasons the entrepreneur should rather not stipulate nor accept a fee or other type of payment which has the nature of a provision with the exception of financial compensation for licences.

4.6 Relation with NRTO fellow entrepreneurs

4.6.1 Written agreements

If the entrepreneur collaborates with one or more NRTO fellow entrepreneurs on an assignment, he will make an agreement with them in writing concerning their mutual contributions and responsibilities.

4.6.2 Possible conflict

If the entrepreneur reasonably expects that an assignment will lead to a conflict because another entrepreneur has also been taken on by the client for the same assignment, then the entrepreneur will inform both the client and the other entrepreneur of his expectations. The matter will be discussed with the client in order to find a solution, whereby the interest of the client will prevail.

4.6.3 Prohibition on the use and copy of each other’s material

An entrepreneur will strictly abstain from using and copying material and products of his NRTO fellow entrepreneurs, unless permission for this has been granted beforehand. This prohibition applies to all staff, including freelancers working for the entrepreneur. All of the above applies according to the relevant copyright and legal provisions.

4.6.4 Fair play principle

Whilst recruiting for new assignments, the entrepreneur will not undertake any activities which specifically aim to ensure that another entrepreneur will be denied the same assignment, giving or implying a negative characterisation of the other entrepreneur.

4.6.5 Judging the work of another NRTO entrepreneur

The entrepreneur refrains from judging the work of another NRTO entrepreneur which has been carried out for the same client, unless permission has been granted after joint consultation.

4.6.6 Employment of staff

If NRTO entrepreneurs take on members of staff from each other, then both boards of directors concerned will consult each other as colleagues following the formation of the employment contract, ensuring a sound transition between the contractors of the entrepreneur and having regard for the interests of the client and of each other and/or noncompete clauses. In any event, staff refrain from using the products or materials of their former employer and from taking with them client files belonging to the former employer, unless written permission for this has been granted.

4.7 Responsibility for employees

The management of the entrepreneur is responsible for ensuring that his employees and/or any persons who work under his responsibility in the area of training, adhere to these rules of conduct.

4.8 Staff of clients

The entrepreneur will not initiate that a person who is employed by a client, will work for the entrepreneur or for someone else, unless this has been discussed beforehand with the client. The entrepreneur ensures that the interest of the client will prevail in this matter.

4.9 Evaluation of the assignment

An entrepreneur must have at his disposal and work with internal or external evaluations of the assignment and, if applicable, of the contractors of the assignment.

4.10 Complaints procedures

In the case of failure to observe any of the rules of conduct listed above, an entrepreneur will be called by his NRTO fellow entrepreneurs and/or the complainant and /or the client to account for his actions or negligence to the Appeals Committee concerning the observance of the Code of Conduct for Entrepreneurs and Companies, in accordance with articles II.2 of the rules and regulations of the NRTO.

The complaints procedure is described in the NRTO rules and regulations and can be consulted via the secretariat.