

MASTER FRAMEWORK AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

PARTIES

(1) **Renaissance Education Praxis Ltd**, a company Business ID: 3579036-4, having its registered office at Lappeenranta, at the address Kimpisenkatu 17 A 26, 53100, here validly represented by Mr. _____ acting as its legal representative, here referred to as “**Provider**”;

and

(2) [**Client Organization Name**] (the “**Client**”), an educational institution or legal entity incorporated in [_____] with registration number [_____] , having its registered office at [_____].

The Provider and the Client are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

(A) The Provider is a professional educational services company specializing in the design and delivery of continuing professional development (“CPD”) programs, curriculum development services, and pedagogical training for educational institutions and their personnel;

(B) The Client is an educational institution or employer that employs teaching staff and educational professionals who require ongoing professional development as part of their employment duties and the Client's institutional obligations;

(C) The Client wishes to engage the Provider on an ongoing basis to deliver professional development services to its employees, and the Parties wish to establish a framework agreement governing their continuing business relationship;

(D) Both Parties are commercial entities acting exclusively for purposes relating to their respective trades, businesses, or professions, and this Agreement has been negotiated at arm's length as a business-to-business arrangement;

(E) The Parties expressly intend that this Agreement shall constitute a general agreement for the arrangement of business travel within the meaning of Article 2(2)(c) of Directive (EU) 2015/2302, Article 32(2)(c) of Italian Legislative Decree 62/2018, and Section 2(3) of the Finnish Act on Travel Service Combinations (901/2017), and shall not be subject to the consumer protection provisions of such legislation;

NOW, THEREFORE, the Parties agree as follows:

Article 1 – Scope

Based on this Agreement, the Service Provider will render a structured educational program comprising pedagogical instruction, curriculum development, and applied learning sessions, unless the context otherwise requires (hereinafter the “**Program**”) to the Client’s employees, officers, contractors, or other personnel (hereinafter “**Delegates**”) against payment of the agreed fees.

Article 2 - Business-to-Business Nature of Agreement

2.1 The Parties expressly acknowledge, represent, and warrant that:

MASTER FRAMEWORK AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

(a) Each Party is a legal entity or natural person acting exclusively for purposes relating to its trade, business, craft, or profession, and not as a consumer within the meaning of Directive (EU) 2015/2302, Italian Legislative Decree 62/2018, Finnish Act 901/2017, or any other applicable consumer protection legislation;

(b) This Agreement constitutes a general agreement for the arrangement of business travel within the meaning of Article 2(2)(c) of Directive (EU) 2015/2302 and corresponding national implementing provisions;

(c) The services provided hereunder are purchased for professional training and staff development purposes as part of the Client's institutional operations;

(d) This Agreement has been negotiated at arm's length between sophisticated commercial parties with access to independent legal advice;

2.2 Pursuant to and in reliance upon the acknowledgments in Article 2.1 above, the Parties agree that the consumer protection provisions of the following legislation do not apply to this Agreement or any Service Order made hereunder:

(a) Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements (the "Package Travel Directive");

(b) Italian Legislative Decree No. 62 of 21 May 2018 (Codice del Turismo), as amended;

(c) Finnish Act on Travel Service Combinations (901/2017);

(d) Any other national legislation implementing the Package Travel Directive.

2.3 The Parties acknowledge that the liability limitations, cancellation terms, and other provisions of this Agreement have been individually negotiated as part of the overall commercial bargain and reflect the allocation of risk appropriate to a business-to-business transaction between sophisticated commercial parties. The Client expressly waives any right to invoke consumer protection standards regarding liability, cancellation, or insolvency protection that would otherwise be applicable to consumer package travel contracts.

Article 3 - Client Representations and Warranties

The Client represents and warrants to the Provider that:

(a) It is an educational institution, corporate entity, or other legal person duly organized and validly existing under the laws of its jurisdiction of incorporation;

(b) It has full power and authority to enter into and perform this Agreement;

(c) All Delegates nominated to participate in Programs are employees, officers, contractors, or other personnel of the Client participating in the course and scope of their professional duties;

(d) Participation in Programs is determined solely by the Client as part of its staff development obligations and institutional requirements, and not at the individual election of Delegates for personal purposes;

(e) The Client is not acting as an intermediary, travel organizer, or agent for any third party or for individual Delegates in a personal capacity.

MASTER FRAMEWORK AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

Article 4 - Framework Agreement and Service Orders

4.1 This Agreement establishes the general terms and conditions governing an ongoing business relationship between the Parties. Specific Programs shall be commissioned through individual Service Orders made pursuant to this Article.

4.2 To commission a Program, the Client shall submit a Service Order to the Provider, specifying: (a) the identity and contact details of each Delegate; (b) the Program selected; (c) the preferred dates; (d) any special requirements or accommodations; and (e) confirmation of acceptance of the terms of this Framework Agreement.

4.3 A Service Order shall become binding upon written acceptance by the Provider or, if earlier, upon the Provider commencing arrangements for the requested Program. The Provider reserves the right to decline any Service Order in its discretion.

4.4 Each Service Order shall be governed by and incorporate the terms of this Framework Agreement. In the event of any conflict between this Framework Agreement and a Service Order, this Framework Agreement shall prevail, unless the Service Order expressly states that a particular provision is intended to vary this Framework Agreement.

4.5 During the Framework Period, the Client commits to submitting Service Orders for a minimum of [____] Delegates per annum (the "Minimum Commitment"). Failure to meet the Minimum Commitment shall entitle the Provider to invoice the Client for an administrative fee equal to [____]% of the fees that would have been payable for the shortfall.

Article 5 - Professional Development Services (Primary Services)

5.1 The Provider shall deliver comprehensive Professional Development Programs designed to enhance the pedagogical skills, subject matter expertise, and professional competencies of the Client's personnel. The primary services include:

- (a) Structured pedagogical instruction and curriculum framework design delivered by qualified educators and subject matter experts;
- (b) Applied learning sessions integrating theoretical concepts with practical educational methodologies;
- (c) Digital resource packs and curriculum materials for post-Program implementation;
- (d) Pre-Program preparation materials and post-Program assessment and evaluation;
- (e) Certification of CPD credits or professional development hours upon successful completion.

5.2 Each Program shall include defined learning objectives, assessment criteria, and measurable outcomes as specified in Schedule B. Delegates shall be required to demonstrate engagement with the educational content through participation, assignments, or other assessment methods.

Article 6 - Logistical Support Services (Ancillary Services)

6.1 To facilitate the effective delivery of the Professional Development Programs and to ensure appropriate working conditions for Delegates during applied learning sessions, the Provider arranges certain Logistical Support Services on behalf of the Client. These services are strictly ancillary to, and in support of, the primary educational objectives.

6.2 Scope of Logistical Support. Subject to the specific Service Order, Logistical Support Services may include:

MASTER FRAMEWORK AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

- (a) **Accommodation:** Arrangement of suitable professional lodging to ensure Delegate rest and safety during the Program period;
- (b) **Venue and Site Access:** Arrangement of access to educational venues, museums, archives, and historical sites required for applied learning sessions;
- (c) **Educational Facilitation:** Services of subject matter experts and educational facilitators with specialized knowledge relevant to the Program curriculum;
- (d) **Catering:** Working meals and refreshments during instructional sessions;

6.3 The Client acknowledges that Logistical Support Services are performed by independent third-party licensed professionals selected by the Provider with due care. The Provider acts as coordinator and does not itself provide accommodation, transportation, or similar services.

6.4 Unless otherwise specified in the Service Order, the following are not included and remain the responsibility of the Client: (a) international airfare and airport transfers; (b) personal travel insurance; (c) meals not specified as part of the Program; (d) personal expenses and incidentals; (e) visa and passport arrangements.

Article 7 - Fee Structure

7.1 The total fee for each Program comprises:

Component	Fee per Delegate	Proportion
Professional Development Program Fee (Primary)	EUR 4,320.00	64%
Logistical Support Services Fee (Ancillary)	EUR 2,430.00	36%
Total Fee per Delegate	EUR 6,750.00	100%

7.2 All fees are exclusive of applicable VAT or other taxes, which shall be charged at the rate in force at the time of invoicing.

7.3 The Provider may revise the fees set out in this Article upon ninety (90) days' written notice to the Client. Revised fees shall apply to Service Orders submitted after the effective date of the revision.

Article 8 - Payment Terms

8.1 Upon acceptance of a Service Order, the Client shall pay a non-refundable retainer deposit of EUR 1,000.00 per Delegate to secure logistical reservations.

8.2 The remaining balance of EUR 5,750.00 per Delegate shall be due and payable not later than ninety (90) days prior to the commencement of the Program.

8.3 All payments shall be made by bank transfer to the account specified by the Provider in cleared funds without set-off or deduction.

**MASTER FRAMEWORK AGREEMENT
FOR PROFESSIONAL EDUCATIONAL SERVICES**

Article 9 - Cancellation by Client

9.1 The Parties acknowledge that the Provider incurs significant forward commitments of resources in arranging Programs. Accordingly, the following cancellation terms shall apply to Service Orders being cancelled:

Notice Period Before Program Start	Cancellation Fee
90+ days	Deposit forfeited; balance refunded in full
60-89 days	Deposit forfeited; 50% of balance refunded
30-59 days	75% of total fee forfeited
Less than 30 days	100% of total fee forfeited (no refund)

9.2 The Client may substitute a Delegate for another qualified employee of the Client up to fourteen (14) days prior to Program commencement, subject to an administrative fee of EUR 150.00 per substitution.

Article 10 - Cancellation by Provider

10.1 The Provider may cancel a Service Order in the event of force majeure, failure by the Client to comply with the terms of this Agreement, or for other reasonable cause. In the event of cancellation by the Provider not attributable to the Client's breach or force majeure, the Provider shall refund all monies paid by the Client in respect of the cancelled Service Order.

10.2 The Provider's liability upon cancellation shall be limited to refund of fees paid and shall not extend to consequential losses, travel costs, or other expenses incurred by the Client or Delegates.

Article 11 - Program Adaptations

The Provider reserves the right to make reasonable modifications to Program schedules, venues, or itineraries due to circumstances beyond its control (including but not limited to venue closures, restoration works, labor disputes, adverse weather, or public health measures), provided that the core pedagogical objectives of the Program are maintained. Such adaptations do not constitute breach of the Agreement and do not entitle to any cancellation or refund by Client.

Article 12 - Provider's Liability

To the maximum extent permitted by applicable law:

- (a) The Provider's total aggregate liability for all claims arising under or in connection with this Agreement and any Service Order (whether in contract, tort, negligence, or otherwise) shall not exceed **three (3) times** the total fees actually paid by the Client under the relevant Service Order;
- (b) The Provider shall not be liable for any indirect, consequential, special, or punitive damages, loss of profits, loss of business, loss of opportunity, or any analogous losses, howsoever arising;

Article 13 - Client's Indemnification Obligations The Client shall indemnify and hold harmless the Provider, its officers, employees, and agents from and against all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by the Client of its obligations, representations, or warranties under this Agreement; (b) any

MASTER FRAMEWORK AGREEMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

negligent or wrongful act or omission of any Delegate; (c) any claim by a Delegate against the Provider in respect of matters that are the Client's responsibility as employer; (d) any third-party claim arising from the Client's use of Program materials in breach of intellectual property rights.

Article 14 - Mandatory Insurance It is a strict condition precedent to each Service Order that the Client provides documental evidence about existence of a valid travel insurance covering all Delegates, including as a minimum: (a) medical expenses and emergency treatment; (b) medical repatriation; (c) personal accident cover; (d) cancellation and curtailment; (e) personal liability.

Article 15 - Term

15.1 This Agreement shall commence on the date of its signature and continue for the Framework Period of three (3) years, unless earlier terminated in accordance with this Article.

15.2 The Framework Period shall automatically renew for successive periods of one (1) year unless either Party gives written notice of non-renewal not less than ninety (90) days prior to the end of the then-current period.

Article 16 - Termination

16.1 Either Party may terminate this Agreement by written notice with immediate effect if the other Party: (a) commits a material breach of this Agreement that is not remedied within thirty (30) days of written notice specifying the breach; (b) becomes insolvent, enters administration, liquidation, bankruptcy or any analogous proceeding.

16.2 Termination for Convenience. Either Party may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the other Party.

Article 17 – Other terms

17.1 – Assignment Neither Party may assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Provider may subcontract the performance of Logistical Support Services to qualified third parties.

17.2 - Entire Agreement This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements. Each Party acknowledges that it has not relied upon any statement, representation, or warranty not expressly set out in this Agreement.

17.3 – Amendment No amendment or modification of this Agreement shall be effective, unless made in writing and signed by authorized representatives of both Parties.

17.4 – Waiver No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise.

17.5 - No Partnership The Parties hereto shall act as fully independent contractors and not be deemed to be Partners or Joint Ventures. No Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement. No Party shall have any power to represent the other Party in any way.

**MASTER FRAMEWORK AGREEMENT
FOR PROFESSIONAL EDUCATIONAL SERVICES**

17.6 - Governing Law This Agreement shall be governed by and construed in accordance with the laws of Finland.

17.7 – Dispute Resolution Any dispute, controversy, or claim arising out of, or in relation to, this Agreement, including regarding the validity, invalidity, breach, or termination thereof, shall be submitted to the exclusive jurisdiction of the District Court of Helsinki (Helsingin käräjäoikeus).

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

FOR AND ON BEHALF OF THE PROVIDER:

Renaissance Education Praxis Ltd

Signature: _____

Name: _____

Title: _____

Date: _____

FOR AND ON BEHALF OF THE CLIENT:

[Client Organization Name]

Signature: _____

Name: _____

Title: _____

Date: _____