

## **Terms and conditions for providing the eBROK® course**

### 1. Definitions

In these terms and conditions for provision, the following definitions apply:

*Course participant:* Someone participating in the eBROK® course.

*Terms and conditions for provision:* The stipulations and conditions specified in the articles below that apply to the eBROK® course provided by NFU.

*Training:* The different products of the eBROK® course and associated meetings supplied by or on behalf of NFU (or its members).

### 2. Applicability

The terms and conditions for provision apply to all parts and products associated with the use of and participation in the eBROK® course provided by NFU.

### 3. Registration and confirmation

Registration for the course is done by following the steps of the enrolment procedure on the eBROK® course website: [nfu-ebrok.nl](http://nfu-ebrok.nl).

Access to the course is provided immediately after receiving online payment from the course participant. If the payment is done by invoice, access to the course is provided after receiving approval of the enrolment from the BROK® coordinator of the participant's institution.

### 4. Payment

Costs are associated with the eBROK® course, which are charged in advance. Payment of these costs can be done in one of two ways: A. Via the payment system incorporated in the order procedure. B. Via invoicing in the order procedure to the participant's associated institution, with specification of the cost item details ('kostenplaats'). With the invoicing option, the BROK® coordinator of the institution has to grant the participant access, after which the invoice is sent to the institution. The course fee should be paid within 30 days after the date on the invoice. If that deadline is exceeded, NFU is justified in blocking the participant's access to the course.

Unless stated otherwise, the cost of the training materials is included in the course fee. NFU retains the right to change the course fee. Revised fees apply from the moment they are implemented by NFU.

### 5. Course provision

NFU provides the training in agreement with the description of the specific product in the order procedure. NFU strives for a sound and proper course quality. If a course is provided by NFU's members or third parties via NFU, NFU ensures that the provision conforms to the description of the product and the quality criteria in the NFU Training and Examination Regulations (OER) for the Basic course on Regulations and Organisation for clinical investigators (BROK®).

## 6. Revision and annulment by NFU

All information contained in the various parts of the course is described as correctly as possible and updated as often as necessary. NFU retains the right to revise this information. If NFU considers it necessary, the course participants will be informed of the revision. If NFU feels required to cancel or postpone part or all of the course, the course participants will be informed. NFU will make every reasonable effort to complete the course or provide it at a later date. If this turns out not to be possible, already paid fees will be reimbursed.

## 7. Annulment by the participant

Annulment by the participant is only legally valid if NFU is informed by e-mail. From the moment of registration, the course participant has a reflection period of 14 days during which the registration can be withdrawn free of charge. Reimbursement of already paid course fees is done within 2 calendar weeks. Reimbursement can only take place if the electronic training material has not been opened. If the electronic training material has been opened, however briefly, then the course fee can never be reimbursed.

If hindered or unable to participate partly or fully in a course, for whatever reason, the course participant owes NFU the entire course fee. If hindered, an enrolled course participant is not justified in allowing another person to take their place.

## 8. Certification and re-certification

Candidates who have completed all of the mandatory components of the eBROK® course and successfully passed the BROK® exam are BROK®-certified. This is documented in detail in the Training and Examination Regulations (OER) for the Basic course on Regulations and Organisation for clinical investigators (BROK®).

## 9. Intellectual property rights and copyright

All intellectual property rights concerning the course material and supplementary documentation belong to NFU. The course participant is not permitted to reproduce, publish or distribute the course materials entirely or in part in any form. The course participant is only permitted to use the provided course material for their own use in agreement with the goal of the course.

## 10. Account

User name and passwords to access the course are meant for personal use and may not be revealed to others. The course participant is responsible for all activities conducted in their personal account.

## 11. Privacy

NFU handles the personal details of course participants with due care. NFU will use the personal details it obtains from course participants exclusively for the conduct, provision and supervision of the course.

BROK-coordinators in the participant's institution have access to the achieved results and the study progress of participants from their institution.

Data referring to achieved results, study progress and course activities will be used in anonymous form for the continued improvement of the course.

## 12. Liability

NFU strives for the utmost care regarding the course and all course materials. Nevertheless, errors or shortcomings cannot be excluded. Neither NFU nor its members nor third parties it engages are liable for such errors and shortcomings. NFU's liability for an attributable shortcoming in the fulfilment of its obligations is limited to compensation of direct damage up to a maximum amount equal to the agreed fee for the course taken. NFU is not liable for indirect damage. Course participants indemnify NFU for all agreements with third parties concerning the course unless it is established in court that these agreements are a direct consequence of intent or gross negligence of NFU.

## 13. Additional regulations

The Training and Examination Regulations (OER) for the Basic course on Regulations and Organisation for clinical investigators (BROK®) apply.

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