



MORENDAT INSTITUTE OF OIL AND GAS (MIOG) TRAINING TERMS AND CONDITIONS

Definitions of Terms

Training- developing skills, knowledge and competencies to a desired standard by instruction and, or practice.

Certification- formal confirmation of a person, or organization after external review, education, assessment or audit.

Assessor- a person who evaluates the quality of training.

Client- customers that may be individual(s), firms, corporates, groups, organizations that receive training services.

Materials- printed or digital content, books, workbooks, data, concepts, exercises, examinations, computers, presentation equipment and others used to conduct and or participate in a training.

Medical Condition- A disease, illness or injury; any physiologic, mental or psychological condition or disorder.

Disability- Physical, sensory, mental or other impairment, including any visual, hearing, learning or physical incapability, which impacts adversely on social, economic or environmental participation.

Introduction

These general terms and conditions apply to all training and certification programs delivered by Morendat Institute of Oil and Gas (MIOG).

Registration

1. Clients (both individuals and corporates) must register in advance to participate in MIOG trainings.
2. Training registration shall involve an online application provided by MIOG in its website. Any other method of registration shall be communicated in advance to the clients by MIOG.
3. MIOG shall issue an invitation letter to all its clients upon payment of the training fees.

Trainer/Assessor Selection

1. MIOG shall be solely responsible for the selection of trainers and, or assessors.
2. In the event that a trainer or assessor has to be changed, MIOG will take the necessary action while ensuring the continuity of the training and, or assessment is maintained.

Training Agreement

1. MIOG and the client shall sign a training agreement with corporates/organizations to seal an agreement to train and be trained.
2. Signing of a training agreement is not needed if the client is an individual.

Fees

1. All individual clients shall pay their training fees before commencement of the training.
2. All corporate clients shall pay their training fees before commencement of the training. Request can be made through writing by corporate clients to settle their fees after the training.
3. If an agreement has been reached between MIOG and a corporate client to settle their fees after the training (no.2 above), then MIOG shall invoice the corporate client(s) in full on completion of training. All fees shall be paid within 20 working days of the completion of the training or on agreed timelines (as per no.2 above).
4. Clients shall make payment via cheques, bank transfers and mobile money transfers as communicated by MIOG. Cash payment shall not be accepted.
5. All fees shall be paid to the communicated and official MIOG accounts at least 1 week (7 days) before the commencement of the training.
6. All fees payable shall be inclusive of all relevant tax(es).
7. Certificates shall not be issued to clients until full payment is received by MIOG.

8. If the training agreement is cancelled or postponed, MIOG shall invoice the client in conformity to cancellation and, or postponement schedules (below).
9. MIOG shall not train individual or self-sponsored and corporate clients who have not settled fees from previous trainings.
10. If MIOG is unable to conduct a scheduled training and a postponement of the same training is not possible, it shall communicate the full details to all the clients within reasonable timelines. MIOG then shall return the full amount of fees paid to all the clients.

Cancellation of Agreement

1. Any cancellation of training agreement shall be done in writing by both the corporate client and MIOG.
2. If a corporate client terminates a training agreement 5-7 days before the commencement of training, then there will be no charge to the client.
3. If the corporate client terminates a training agreement 4 days before the commencement of training, MIOG will make the necessary cancellation and charge 30% of the full agreement fee.
4. If the corporate client terminates a training agreement 1-3 days to the commencement of the training, MIOG will make the cancellation and charge 40% of the full agreement fee.
5. If a corporate client requests to withdraw their members from a training while it has commenced, MIOG shall make a cancellation charge of 50% of the cost of the training.
6. If cancellation of training is done by an individual client then cancellation charges and refund issues shall be handled by MIOG on a case by case basis.

Postponement of Agreement

1. Training agreement may be postponed by either party by issuing a written notice to the other party.
2. If a corporate client makes a request for postponement 5-7 days before the commencement of training, there will be no charge to the client.
3. If a corporate client makes a request for postponement 4 days before the commencement of training, MIOG shall make a postponement charge equal to 5% of the cost of the training.
4. If a corporate client makes a request for postponement within 1-3 days to the date of commencement of the training, MIOG shall make a postponement charge of 10% of the cost of the training.
5. If a corporate client requests postponement of training while it has commenced, MIOG shall make a postponement charge of 20% of the cost of the training.
6. If postponement of training is requested by an individual client then MIOG will consider the request. Postponement charge will be handled on a case by case basis.

Conducting Training

1. MIOG shall ensure that the agreed training objectives, agreed outcomes and training plans are met.
2. MIOG shall conduct training in its premises or at a mutually agreed upon location.
3. If the training takes place in MIOG premises, it shall provide all equipment, tools and training and support necessary for a successful training.
4. If the training takes place at a corporate client's premises, all agreed upon equipment, tools and training and support necessary for a successful training shall be provided.
5. Online learning shall be conducted in platforms that can be assessed easily by the clients and can be changed from time to time as necessary and in consultation with the client.
6. Clients shall not miss more than 15% of the required training contact hours. A certificate will not be issued if this condition is flouted.
7. Participants will receive a certificate confirming participation, attendance or completion at the end of the training.

Health and Safety

1. MIOG shall conduct an occupational health and safety induction in line with Kenya Pipeline Company (KPC) protocols and standards before the commencement of any training.
2. MIOG shall inform the client and enforce all relevant requirements of the Occupational Health and Safety Act, 2007 and its subsidiary legislations.
3. MIOG shall ensure that all training is done in a manner that is safe to the client and in a safe and secure environment.
4. The client shall commit to take all relevant and appropriate steps to secure their health, safety and welfare while in MIOG facilities.

Environmental Management

1. MIOG shall conduct an Environmental awareness training during the induction process (refer to Health and Safety above) in line with Kenya Pipeline Company (KPC) protocols and standards before the commencement of any training.
2. MIOG shall inform the client and enforce all relevant requirements of the Environmental Management and coordination Act, 1999 and its subsidiary legislations.
3. The client shall commit to take all relevant and appropriate steps to ensure positive environmental management in MIOG facilities.

Liability

1. It is the client's responsibility to secure their insurance cover as may be needed and advised by MIOG.

2. In the event of an accident or incident affecting the client, the provisions of the Occupational Health and Safety Act, 2007 and Work Injuries Benefits Act, 1999 shall be complied with.
3. The client shall be required to pay for damages to MIOG property as it may deem necessary.
4. MIOG shall not be held liable for delays, postponement or cancellation of training as a result of situations or events beyond its control such as but not limited to adverse weather, terrorism attacks and threats, fires and explosions, illness to trainer/assessor, industrial action, earthquakes, security operations, governmental lockdowns etc.
5. If training has to be scaled down with regards to training contact hours/days with the agreement of the client, agreed fees shall be reduced on a proportionate basis.
6. MIOG shall not be held liable to payments made away from its official and communicated methods of payment (refer to Fees section above).
7. Clients should feel free to disclose any disability while registering for training in MIOG.
8. Clients should feel free to disclose any medical condition(s) while registering for training in MIOG. MIOG's first aid kits will be deployed as first response to any medical emergency. MIOG shall organize for transportation to the nearest health facility in the event of a medical emergency.

Confidentiality

1. Unless otherwise approved in writing by both the client and MIOG, all documents and software received while training shall be held in confidence.
2. The clients shall not use MIOG materials, documents and software for training or commercial purposes.
3. MIOG shall not disclose any client's personal information or details to other parties.

Copyright

1. If any materials, equipment, technologies developed during performance of training and official interactions shall remain with MIOG. These shall not be copied, reproduced or transferred to third parties without the consent of MIOG.

Equipment

1. MIOG shall provide all necessary equipment, materials, facilities under its control to the successfully achievement of the training program.
2. MIOG shall provide all the necessary Personal Protective Clothing and Equipment (PPE) as communicated in advance to the client.
3. If any PPE should be availed by the client, MIOG shall communicate this in advance.
4. Training shall not commence without the necessary PPE and, or other relevant safety controls.
5. If MIOG rents or leases an equipment or tool(s) for the purpose of training, it shall secure the equipment but will not be responsible for their insurance.

6. MIOG shall ensure that such equipment or tool(s) are maintained as per manufacturers requirement.
7. All repairs for such equipment and tool(s) shall be the preserve of the owner.

Security

1. It is the responsibility of the client to ensure that their personal belongings are safe and secure.
2. All clients shall comply with the Kenya Pipeline Company Security protocols as communicated by MIOG.

Miscellaneous

1. MIOG does not stand for or allow any form of discrimination, illegal and or violent conduct by client or MIOG (and KPC) staff.

Variations

1. Variations of this training agreement may only be done by agreement by MIOG and the client. All variations shall be in writing by persons duly authorized by the parties.
2. Request for waivers for postponement and cancellation charges by the clients may be considered on a case by case basis by MIOG Director or his/her designate. This request by the client and response by MIOG shall be done in writing.