

**Finnish Vocational Qualification in Logistics –
Competence area of Transportation Services
TRAINING PROGRAM CONTRACT**

By and between

City of Tampere, Tampere Vocational College Tredu

and

RAB Consulting Company Limited

ELDERLY CARE AND REHABILITATION TRAINING PROGRAM CONTRACT

1. PARTIES

- 1) City of Tampere, Tampere Vocational College Tredu, a municipal authority in Finland organized and existing under laws of Finland (Business ID: 0211675-2), having its registered address at P. O. Box 487, 33101 Tampere (hereinafter referred as “**Tredu**”); and
- 2) RAB Consulting Company Limited, a corporation organized and existing under laws of Vietnam (Company registration number/Business ID: 0316523038) [REDACTED]
[REDACTED]
(hereinafter referred as “**RAB**”).

Tredu and RAB may hereinafter be referred to each as a “**Party**” or jointly as the “**Parties**”.

2. BACKGROUND AND PURPOSE

- 2.1. Tredu is a multisectoral education provider operating as a part of the City of Tampere. Tredu is a second biggest upper secondary level vocational college in Finland specialized in working life co-operation, new technologies, entrepreneurship and versatile learning environments with strong working life connections and international collaboration.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 2.3. Tredu is providing Finnish Vocational Qualification in Logistics - Competence area of Transportation Services Training Program (“**Training Program**”) for the training group commissioned by RAB. The Training Program is based on the requirements of the Finnish Vocational Qualification in Logistics in the competence area of Transportation Services (Bus Driver) determined by the Finnish National Agency for Education. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 2.4. Those participants who have successfully completed the Training Program will be awarded a Finnish Vocational Qualification in Logistics.
- 2.5. The Parties state that Tredu has been granted by The Ministry of Education and Culture in Finland with license (authorization) to provide vocational education and training. The license entitles Tredu to provide training required for completing the Vocational Qualification in Logistics, to organize competence demonstrations and to grant qualifications.
- 2.6. The Vocational Qualification in Logistics is composed of vocational units (145 competence points) and common units (35 competence points). The content of the Training Program shall be in

accordance with the competence area of Transportation Services. The scope of the Training Program is 180 competence points.

Vocational units 145 cp:

Operating in the work environment of logistics sector, 15 cp

Basic level vocational competence in the transport sector, 10 cp (valid in the EU area)

Working as a bus driver, 35 cp

Working as a driver in urban and regional transport, 35 cp

Working as a driver in public service transport, 35 cp

Finnish for Beginners 1-3, 15 cp

Common units 35 cp

Communication and interaction competence, 11 cp

Citizenship and working life competence, 9 cp

Mathematics and science competence, 6 cp

Optional units, 9 cp

- 2.7. The teaching languages of the program are English and Finnish. The program units and competence demonstrations shall be conducted in Finnish language.
- 2.8. RAB shall manage the Training Program in co-operation with Tredu. Thus, Tredu shall provide certain services to RAB as specified in this contract ("Contract").
- 2.9. The purpose of this Contract is to agree on the co-operation between the Parties and the terms applicable to such co-operation.
- 2.10. The Parties shall co-operate in good faith and the Parties hereby also undertake to ensure that the purpose of this Contract is fulfilled.
- 2.11. The Parties may agree on additional services and co-operation outside the scope of this Contract by entering a separate written agreement.

3. OBLIGATIONS OF THE PARTIES

- 3.1. Tredu shall be responsible for managing the program including
 - preparing the curriculum of the Training Program
 - carrying out the training and assessment of the participants in accordance with the requirements of the Finnish National Agency for Education
 - determining minimum eligibility requirements of the Training Program
 - preparing and participating in entrance exams and admission interviews of the Training Program participants
 - accepting participants in the Training Program and issuing acceptance letters
 - assessing the performance of the participants in competence demonstrations in each unit
 - issuing qualification certificates granted by Tredu
- 3.2. RAB shall be the commissioner of the program and shall be responsible for the overall execution of the program including

- jointly with Tredu appointing the participants joining the Training Program according to the agreed criteria. The applicants shall fulfil the following minimum eligibility requirements:
 - at least 23 but not more than 45 years of age
 - good command of English language
 - secondary education certificate
 - at least a passenger car driving licence (B)
 - health and functional capacity requirements for professional transport education
 - interest in the study field
 - passed entrance exam, driving test and admission interview
- practical preparations for entrance exams, driving tests and admission interviews, selection of applicants, scheduling of exams, tests and interviews, providing applicants with the interview structure and verifying the identity of the interviewees
- advising and assisting selected participants in residence permit process, authority procedures and settling-in in Finland
- advising students in their rights and responsibilities regarding the residence permit for studies
- ensuring that the participants know and understand their rights and responsibilities regarding the commissioned education program and their stay in Finland (written Terms of reference document by each participant)
- ensuring that the following condition is met:

This training program cannot not be arranged for citizens of states belonging to the European Economic Area or for persons or their family members who are deemed comparable to European Union citizens under European Union treaties or under a treaty concluded by the European Union and its Member States with another contracting party. Nor cannot this training program be arranged for persons who, under the Aliens Act (301/2004), have a European Union Blue Card, a continuous or a permanent residence permit or a long-term resident's European Union residence permit issued to third-country nationals, nor for any family members of the above. The Aliens Act is applied in the definition of persons regarded as family members.

This condition must be met throughout the training program. If the status of the participant's residence permit shall change during the program, the person is no longer eligible to continue in the program.

- that the appointed participants of the Training Program are eligible for the resident permit for studies in Finland and that all the requirements for entrance and stay in Finland are met
- for prompt payments of invoices received from Tredu in accordance with section 4 (Consideration and payment terms).

3.3. RAB shall be responsible for taking care of all practical matters related to the Training Program not specifically determined to be on Tredu's responsibility.

- 3.4. In case that RAB shall not appoint enough applicants for entrance exams a month prior, a Party shall have the right to terminate this Contract with no cost with immediate effect with written notice to the other Party.
- 3.5. Tredu is not responsible for a possible delay in participants' arrival in Finland, which is caused by a delay in residence permits process or a delay in Migri's residence permit decisions.

[REDACTED]

4. CONSIDERATION AND PAYMENT TERMS

[REDACTED]

- 4.4. Tredu shall invoice the Consideration from RAB. The payment is due within 21 days from the date of the invoice.
- 4.5. The first instalment of the Consideration shall be received by Tredu before issuing the official acceptance letters to the participants of the Training Program by Tredu.
- 4.6. The second year of the program shall not be commenced if Tredu has not received the payment of the second instalment in accordance with section 4.3.

In aforementioned case, that Tredu has not received the payment for the second instalment, Tredu is forced to inform Finnish Immigration Services that the studies of the participants have ended.

- 4.7. Without limitation to its possible other remedies, Tredu shall be entitled to suspend further performance of its services under this Contract if RAB fails to comply with the terms of payment. Tredu shall not be liable for any damages whatsoever of RAB in relation to such suspension in aforementioned case.

- 4.8. The Training Program shall be commenced only if the first instalment of the Consideration has been received by Tredu.
- 4.9. Qualification certificates and possible participation certificates can be issued for participants of the Training Program only after Tredu has received the total Consideration from RAB.
- 4.10. The Consideration is exclusive of value added tax or other administrative payments that may cause for the activities in the other country. Furthermore, the Consideration shall be made without deduction of income tax or other taxes, charges, or duties that may be imposed.
- 4.11. The Consideration shall be paid in EUR in cash to Tredu's following bank account:

City of Tampere, Tampere Vocational College Tredu
International Bank Account Number (IBAN): FI92 2046 1800 0628 04
Bank Identifier Code (BIC): NDEAFIHH
Payment reference: Training Program

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6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Copyrights and other intellectual property rights related to the implementation of the Training Program are the sole and exclusive property of Tredu.
- 6.2. Tredu is responsible for having the right to use the material used in the Training Program.

7. DATA PROTECTION

- 7.1. The Parties shall comply with applicable data protection laws, including but not limited to the Finnish Data Protection Act (1050/2018) and EU General Data Protection Regulation, "GDPR" (2016/679/EU) as well as the instructions and binding orders of the data protection authorities.
- 7.2. Both Parties shall act as Data Controllers under this Contract. Tredu processes personal data for the purposes of providing education, training and development services and to fulfil its obligations under this Contract. RAB processes personal data for the purposes of Training Program and to fulfil its obligations under this Contract.
- 7.3. RAB shall disclose personal data of its students to Tredu in order for Tredu to be able to provide the services. Also, the students of the program shall generate personal data through participating in the Training Program. Tredu is responsible for the personal data it receives as the Data Controller under applicable legislation.
- 7.4. The Parties are liable for ensuring that they process personal data lawfully, carefully and in compliance with good processing practice. The Parties shall not process personal data disclosed under this Contract for any other purposes than those defined in this Contract. The Parties undertake to immediately erase all personal data provided by the other Party once the purpose for processing has ended.
- 7.5. The Parties shall take the necessary technical and organizational measures in order to protect personal data from unauthorized access and accidental or unlawful destruction, loss, alteration, transmission or other unlawful processing. In addition, the Parties shall assess data security arrangements and update the safety measures as permitted by technical developments during the validity of this Contract.

8. CONFIDENTIALITY

- 8.1. The Parties undertake not to give any third person confidential information about the other Party or of the contents of this Contract, except for notifications required by law or other regulations. The Parties will agree upon the contents of such possible notifications. The Parties shall keep the contents of this Contract and any negotiations and possible proceedings in relation hereto strictly confidential, except as required for the consummation of this Contract, or by any laws, administrative processes, or applicable stock exchange rules.
- 8.2. For the sake of clarity, it is stated that the Parties may disclose this Contract to their legal and financial advisors and financiers.

9. LIABILITY FOR DAMAGES

- 9.1. Tredu shall be liable for carrying out the services as stipulated in this Contract.
- 9.2. However, the liability of a Party for direct damages towards the other Party shall under this Contract at all times be restricted to EUR 10.000,00.
- 9.3. Neither Party shall be liable for any consequential or indirect damages or losses. Neither Party shall be under any obligation to pay additional damages in any form whatsoever, including compensation of loss due incurred or loss of profit, compensation or capital losses or compensation of intangible damage.
- 9.4. The above limitations of liability shall not apply to liability under section 6 (*Intellectual Property Rights*) or to willful conduct or gross negligence of the Party.

10. FORCE MAJEURE

- 10.1. The performance of either Party, required by the Contract, shall be extended by a reasonable period of time if such performance of the respective Party is impeded by an unforeseeable and unavoidable event beyond such Party's control, which shall include but not be limited to industrial actions, riots, wars, major accidents, embargo or requisition (acts of government) and similar circumstances, hereinafter referred to as "Force Majeure".
- 10.2. In case of Force Majeure, each Party shall promptly notify and furnish the other Party in writing with all relevant information thereto. The Party claiming the Force Majeure shall undertake all reasonable efforts to resolve or mitigate the consequences of the Force Majeure.
- 10.3. Should an event of Force Majeure continue for more than one (1) month, the Party not affected by the Force Majeure shall have the right to terminate the Contract with immediate effect.

11. NOTICES

- 11.1. All notices under this Contract shall be in writing and shall be sent to following contact persons:

[REDACTED]

- 11.2. After having been sent, a notice shall be considered delivered on the seventh (7) business day thereafter.
- 11.3. Each Party shall notify the other Party of any change of address in accordance with this Section 11.

12. TERM AND TERMINATION

- 12.1. The Contract will enter into force once the decision on it has become final and the Contract has been signed.
- 12.2. This Contract shall remain in force until 1 April 2028 or until Training Program has ended, whichever is the latest.
- 12.3. Notwithstanding anything to the contrary in this Contract, a Party shall have the right to terminate this Contract with immediate effect with written notice to the other Party if the other Party is in material breach of this Contract and such breach has not been remedied within 14 days after written notice regarding such breach.

13. MISCELLANEOUS

- 13.1. Tredu shall have right to use RAB and the assignment set out in this Contract as reference. The aforementioned shall comprise the right to mention RAB's name and/or assignment as a reference on our website as well as in other marketing materials and company presentations.
- 13.2. The Parties shall at all times remain independent contractors. Nothing in this Contract shall be considered to constitute a joint venture, partnership, agency, representative, or employment relationship between the Parties. Neither of the Parties has the authority or power to bind, to contract in the name of or to create a liability for the other in any manner or for any purpose.
- 13.3. This Contract may not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 13.4. The failure or delay by a Party in exercising any right or remedy will not constitute a waiver. No waiver of any term or condition of this Contract or of any right or remedy arising in connection herewith shall constitute a continuing waiver or a waiver of any right or remedy relating to a subsequent breach of such provision or of any other right or remedy hereunder.
- 13.5. If any provision or a part of a provision of this Contract is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this Contract. The Parties hereto shall attempt, through negotiations in good faith, to replace any such part of the Contract in order to fulfil its essential purpose or purposes. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining provisions of this Contract.
- 13.6. This Contract constitutes the entire agreement and understanding among the Parties pertaining to the subject matter of this Contract, and supersedes all prior agreements.
- 13.7. Each Party shall bear its own costs and expenses incurred in connection with this Contract.
- 13.8. No amendment, waiver or termination of this Contract shall be binding unless executed in writing and signed by an authorized representative of each of the Parties.

14. GOVERNING LAW AND JURISDICTION

- 14.1. This Contract shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.
- 14.2. Any dispute, controversy or claim arising out of or relating to this Contract, shall be primarily subject to the aim of solving the dispute through negotiations between the Parties. Should the Parties fail to reach an amicable settlement in the matter, the dispute shall be settled in the District Court of Pirkanmaa, Finland.

15. SIGNATURES

By signing this Contract, we acknowledge and confirm that we have read and understood the terms and conditions of this Contract and we confirm that this Contract has been duly signed.

CITY OF TAMPERE, TAMPERE VOCATIONAL COLLEGE TREDU
Kirsi Viskari
Director, Vocational Education and Training

RAB CONSULTING COMPANY LIMITED

[REDACTED]
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