



Our General Terms and Conditions

(last modified on December 12, 2023)

Our general terms and conditions contain essential information for you. Therefore, please read them carefully. We also recommend that you keep our general terms and conditions in a safe place so that you can easily refer to them later.

[Link to our General Terms and Conditions](#)

Definitions and Application

Our general terms and conditions apply whenever you use our services.

- The term 'contractor,' hereinafter referred to as 'NIMO,' refers to NIMO Project Management Institute B.V., located at Spoetnik 20, 3824 MG Amersfoort (The Netherlands).
- The term 'client' refers to the natural person or legal entity that enters into an agreement with NIMO based on an offered open program or proposed in-company program, for which NIMO performs services on behalf of the client.

These general terms and conditions apply to all offers, proposals, agreements, work, and services provided by NIMO to the client. These general terms and conditions also apply to all agreements between the client and NIMO for which third parties are engaged by NIMO for execution.

Deviations from our general terms and conditions are only binding if and to the extent that they are confirmed in writing by NIMO. The client's general purchasing conditions do not apply unless accepted in writing by NIMO.

Open Program

The delivery conditions for the open program are part of the general terms and conditions. By 'open program,' we mean the training, education, guidance, and coaching provided by NIMO to the client at a location arranged by NIMO. The underlying agreement for the open program is concluded by registration on a specific start date or, by mutual agreement, a to-be-determined start date, at the prevailing rates at that time.

[Link to our delivery conditions for the open program](#)

In-company Program

The delivery conditions for the in-company program are part of the general terms and conditions. By 'in-company program,' we mean the training, education, guidance, and coaching provided by NIMO to the client at a location provided by the client. The underlying agreement for an in-company program is concluded by the client's written approval of a proposal prepared by NIMO, at the rates offered at that time.

[Link to our delivery conditions for an in-company program](#)

Privacy Policy

With our privacy policy, we inform you about how we handle personal data. NIMO respects your privacy, and we adhere to the rules set by the General Data Protection Regulation.

The way in which NIMO handles personal data is documented in our [privacy policy](#).

I. General Conditions

II. CODE OF CONDUCT

NIMO refrains from anything that could in any way harm the reputation of the profession. NIMO only performs tasks for which the responsibility for expert and proper execution can be borne. NIMO ensures clear agreement with the client regarding the content and execution of the assignment.

Proposals from NIMO are also based on information provided by the client. The client has, to the best of their knowledge, provided all essential information as the basis for the assignment. NIMO is obligated to confidentiality regarding all confidential information disclosed.

NIMO makes every effort to achieve the intended result. This obligation has the nature of a best efforts commitment, although the ultimate achievement of the intended result cannot be guaranteed.

1.2. QUALITY

NIMO carries out the accepted assignments to the best of its knowledge and ability, in accordance with the requirements and qualities of good craftsmanship. With certifications such as IPMA, Axelos accreditation, and CRKBO registration, NIMO strives for and is encouraged to continuously improve quality.

As part of quality control or the training of new employees, NIMO may involve individuals other than the trainer or consultant in the execution of the assignment. This also applies to individuals from external entities to which NIMO is obliged, as part of quality assurance.

IPMA Certification

NIMO holds the IPMA certification, meeting all quality requirements set by IPMA Netherlands. The 'IPMA Certification' is an independent quality check developed by IPMA international. With the certification, IPMA Netherlands acknowledges the quality of the offer to obtain an IPMA Certification.

Axelos Accreditation

NIMO holds the Axelos accreditation for PRINCE2® and meets all quality requirements set by PeopleCert on behalf of Axelos. The 'Accredited Training Organization' designation recognizes the quality and allows NIMO to offer PRINCE2® certification.

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(The Axelos accreditation has been extended until January 1, 2024, and is valid until December 31, 2024)

1.3. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

NIMO is obligated to maintain confidentiality regarding all information from the client in relation to third parties. In the context of the assignment, NIMO takes all necessary precautions to protect the client's interests.

NIMO processes a minimum of personal data solely within the scope of the agreed-upon assignment and no longer or more extensively than necessary for the execution of the assignment. In accordance with the applicable privacy legislation, specifically the General Data Protection Regulation (AVG), NIMO has defined the processing and protection of personal data in its privacy policy.

Only NIMO employees have access to personal data, and they are familiar with the legal obligations regarding data protection.

1.4. INTELLECTUAL PROPERTY

All ideas, concepts, information, and documentation (e.g., proposals, presentations, models, training and educational materials, forms, and online resources) developed by NIMO for the purpose of executing the assignment remain the property of NIMO.

Making these materials public or duplicating them without permission constitutes a violation of copyright. Such actions are only permissible after obtaining written permission from NIMO, which must be explicitly requested and granted in writing.

1.5. COMPLAINTS AND DISPUTES

NIMO has a complaint procedure that applies to all work and services provided to the client. A complaint must be submitted in writing and addressed to the management of NIMO within one week of the complaint arising. The management of NIMO will contact the client within five working days to schedule a meeting for the resolution of the complaint. NIMO will inform the client verbally and in writing about the decision made in response to the submitted complaint.

The laws of the Netherlands apply to all agreements between the client and NIMO. In case of disputes between the client and NIMO, an effort will first be made, in consultation, to seek a solution. Persistent disputes are exclusively submitted to the competent court, 'Rechtbank Midden-Nederland' in Amersfoort.

2. Delivery Terms - Open program

2.1. OPEN PROGRAM

The term 'open program' refers to the training, education, guidance, and coaching provided by NIMO to the client at a location arranged by NIMO. NIMO offers advice and support in making the right choice.

Our Learning Academy serves as the personal point of contact and is available daily to assist you in your further development in project management, program and portfolio management.

If you have additional questions or would like advice on which training, education, guidance, or coaching is most suitable for you, please contact us directly at phone number +31 (0)33 - 472 00 73 or send an email to learning@nimo.nl.

2.2. DATES AND RATES

The current (start) dates and applicable rates for participation in our open program can be found on www.nimo.nl. The training or education fee and the associated package are subject to 21% VAT. This also applies to the online learning environment, exams, and other training or education materials. Books are subject to 9% VAT.

The investment for an open program is structured as follows:

- Training, education, or guidance fee
- Package
- Training or education material
- Exam (if applicable)

Amounts are exclusive of any necessary participant overnight stay costs.

2.3. REGISTRATION

The underlying agreement for an open program is concluded by registering for a scheduled start date, at the rates offered at that time. Additional agreements or changes made after the conclusion of the agreement are only valid when confirmed in writing by NIMO.

Upon registration for an open program, you will receive an automatic confirmation by email. After registration, you have a cooling-off period of 2 weeks. You will also receive an invoice from NIMO after registration. Preferably, we send this digitally to the email address provided in the invoice details. This invoice must be settled before the start date.

2.4. GROUP SIZE

To maintain the open nature of a training or education program, we set a limit on the number of participants from a single organization who can register for the same start date of the training or education program. For training sessions, a maximum of 2 participants, and for education programs, a maximum of 5 participants from a single organization can enroll. The total number of participants in a training or education program is limited to a maximum of 12 participants and a minimum of 4 participants. This is to enable intensive participant involvement and provide sufficient individual attention.

2.5. CANCELLATION, RESCHEDULING, AND ABSENCE

If you are unable to attend a training, education program, or guidance session, your spot can be taken by another employee from your organization. If this is not possible, and cancellation is necessary, you can do so without incurring costs up to one month before the start date. For cancellations between one month and two weeks before the start date, you are liable for 50% (or 100% for cancellations within two weeks) of the investment. Cancellation must be done in writing, and the date of the postmark or the date of sending the email is considered the cancellation date.

For coaching, you can reschedule without charge up to one week before the agreed-upon date. If a change is requested within one week, you are obligated to pay the full investment.

When moving a registration to a later start date, the same conditions apply as for cancellation. When rescheduling to a later start date between one month and two weeks before the start date, a fee of € 45 will be charged. If rescheduled within two weeks, in addition to this amount, you are liable for 50% of the investment.

For participation in an open program, it is expected that you reserve the training or education program dates in your calendar. If you are absent on a scheduled date for an open program, you cannot make up for it at a later time. Upon completion of a training, you will receive a certificate of participation. To qualify for a certificate of participation, you must be present for at least 75% of the scheduled dates. If you are present for at least 60% of the scheduled dates, you can request an alternative assignment from the trainer to still qualify for a certificate of participation.

2.6. ANIMO ONLINE LEARNING ENVIRONMENT

A training or education program is complemented by our online learning environment, ANIMO. With ANIMO, you have access to all materials online for 12 months (from the first login). You will receive the login details for ANIMO after the kick-off. A fee of € 45 will be charged for renewal.

2.7. IPMA EXAM

Upon registration for an IPMA level D and IPMA level C Theory training, the exam is part of the training. You can choose from 2 exam dates, each 1 to 3 months after the end of the training. An IPMA exam is conducted by IPMA Certification. NIMO facilitates the process of registration for the IPMA exam and follows the rules of IPMA Certification.

For the IPMA level D exam, you will complete a self-assessment. In this assessment, you score yourself on a scale of 1-10 on the competencies of the ICB4. The self-assessment serves as a reflection on your own performance within projects. It is intended to make you consciously engaged in project management. The self-assessment is a requirement from IPMA Certification and must be submitted at least 2 weeks before the exam.

Postponing or cancelling the IPMA exam

Postponing or cancelling an IPMA exam is not free of charge. An exam can be postponed for a maximum of two months, and there can be a maximum of two postponements. The costs for postponing or cancelling an IPMA exam are:

Postponement	Exam	Cancellation	Exam
> 4 weeks in advance:	Free of charge	> 4 weeks in advance:	€ 124,-
< 4 weeks in advance:	€ 124,- *	< 4 weeks in advance:	€ 181,-

* In case of cancelling or postponing the IPMA exam < 24 hours before the exam date, the full exam amount will be charged. NIMO additionally charges € 45 for postponing or cancelling the IPMA exam.

2.8. PRINCE2® AND MSP® EXAM

Upon registration for a PRINCE2 and MSP training, the exam (at the Foundation or Practitioner level) is part of the training. A PRINCE2 and MSP exam is conducted by the exam and certification body PeopleCert. NIMO provides an exam voucher for the registration process for the PRINCE2 and MSP exam and follows the rules of PeopleCert. The exam is exclusively available online.

Participation in the PRINCE2 or MSP exam

Approximately 2 weeks before the start of the training, you will receive an exam voucher. You must activate this exam voucher no later than one week before the start of the training (after installing the 'Examshield' app). After activation, the corresponding manual becomes available online as a PDF (e-book), which you will need during the training. The online manual may not be consulted during the Foundation exam but can be used during the Practitioner exam.

To take the exam, you must install the Examshield app on your own device (PC/laptop). You must ensure that your device allows the use of Examshield (note: workplace PCs and VPN connections often do not allow this)*. The exam must take place in a closed and quiet room where only you as the participant are present. You must ensure that you cannot be disturbed by others during the exam. If the online examiner ('proctor') from PeopleCert experiences irregularities during the exam, they will declare the exam null and void. There is no refund of exam fees.

* The exact system requirements can be found at:
<https://www.peoplecert.org/exams-peoplecert-online-proctoring-windows>

Postponing or Cancelling the PRINCE2® or MSP® Exam

The PRINCE2® or MSP® exam cannot be cancelled. Postponing an exam is possible up to 24 hours before the exam date.**

** Note: If you decide to postpone the PRINCE2® or MSP® exam less than 24 hours before the exam date, the full exam fee will be charged. NIMO charges an additional fee of € 45 for postponing the PRINCE2® or MSP® exam.

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3. Delivery Terms - In-company program

3.1. IN-COMPANY PROGRAM

'In-company program' refers to the training, education, guidance, and coaching provided by NIMO to the client at a location provided by the client. NIMO advises and supports the client in designing a tailor-made program. NIMO also provides services where its expertise is used to further professionalize the client.

3.2. FORMATION OF AN AGREEMENT

The underlying agreement for an in-company program is concluded by the written approval of a proposal prepared by NIMO, for the rates offered at that time. Additional agreements or changes made after the conclusion of the agreement are only valid if confirmed in writing by NIMO.

3.3. EXECUTION OF THE ASSIGNMENT

NIMO carries out the agreement to the best of its insight and ability in accordance with the requirements of good craftsmanship. NIMO ensures the continuity of the commissioned in-company program.

Upon approval of the proposal prepared by NIMO, the client receives an assignment form from NIMO for the necessary information for the execution of the assignment. The assignment form includes the details of the contact person at the client, the name of the in-company program, reference to the proposal, execution dates and location, billing details, and participant list.

In consultation with the client, NIMO may change the trainer or consultant if it deems it necessary for the execution of the assignment. A change can also take place at the request of the client in consultation with NIMO. The quality of the assignment to be carried out must not be diminished, nor should it adversely affect the continuity of the commissioned in-company program.

The client accepts that the timing of the assignment may be affected when parties agree to change or expand the approach, method, or scope of the assignment during the course of the agreement. If the client indicates a mid-term change in the execution of the assignment, NIMO makes the necessary adjustments if the quality of the service requires it. If an adjustment leads to additional work, this is proposed to the client as an additional assignment.

3.4. RATES AND INVESTMENT

A proposal prepared by NIMO is valid for 2 months from the date of issue. The rates and the period during which they are applicable are specified in a proposal. NIMO may apply an annual adjustment to the rates. Amounts are exclusive of 21% VAT.

The rates per half-day/participant/execution in a proposal are structured as follows:

- Advice, coordination, evaluation, and assurance;
- Preparation of the assignment;
- Execution of the assignment;
- Material and online learning environment;
- Travel costs and (if applicable) accommodation costs;
- Exam (if applicable);
- Program management.

Travel costs are calculated from our office in Amersfoort. Upon agreement, the trainer and/or consultant may use pre-overnight stays and/or interim overnight stays; these accommodation costs are borne by the client.

The investment for an in-company program is calculated per half-day, per participant, or per execution. Accommodation costs for all meetings related to the in-company program are borne by the client.

3.5. PAYMENT TERMS

Invoicing of the amounts mentioned in a proposal takes place at the start of a group of participants in the in-company program. Payment must be made within 21 days after the invoice date. Objections to the content of an invoice must be communicated within 14 days of receiving the invoice. After the due date, statutory interest will be charged without notice of default being required.

If NIMO engages the services of third parties for the collection of overdue amounts, the client is obliged to pay the extrajudicial costs. If payment is not made, NIMO may suspend the execution of the assignment. If the client is in default or otherwise fails to fulfill one or more obligations, all reasonable costs (both judicial and extrajudicial) incurred to obtain satisfaction shall be borne by the client.

3.6. CANCELLATION AND PLANNING

In case of cancellation of an agreed-upon in-company program within four weeks before the start date, 75% (or 100% in case of cancellation within two weeks) of the costs associated with an in-company program will be charged. No costs are due for cancellation before that time, except for any costs already incurred for the preparation of the training. These preparation costs will be fully invoiced. Cancellation must be done in writing, and the cancellation date is the date of the postmark or the date of sending the email.

The same conditions apply to shifting the dates of an agreed-upon schedule for an in-company program as for cancellation. The scheduled trainer or consultant remains available on the planned dates and is willing to perform assignments that are in line with the agreed-upon assignment.

Participants in an in-company program are expected to reserve the dates of an agreed-upon schedule in their agenda. Participants who are absent on a planned date for an in-company program cannot make up for it at a later time. After completing an in-company program, participants receive a certificate of attendance. To qualify for a certificate of attendance, participants must be present for at least 75% of the planned dates. Participants who are present for at least 60% of the planned dates can request an alternative assignment from the trainer to qualify for a certificate of attendance. Exceptions to the required percentage can be made in consultation with the client.

3.7. LIABILITY

NIMO is not liable for any failure to fulfil the obligations arising from an agreed-upon assignment, unless the client can demonstrate that the failure is due to intentional misconduct or gross negligence on the part of NIMO. In cases where NIMO could be liable to the client, the liability is limited to the amount of the investment that NIMO has received in the context of the agreed-upon assignment. For assignments with a duration longer than six months, a further limitation of liability applies, up to a maximum of the invoiced investment for the last quarter. Any claims by the client must be submitted to NIMO in writing within six months of discovering the damage.

NIMO is not liable for direct and/or indirect consequential damage. The client is liable for damage suffered by employees of NIMO in the context of the execution of assignments. The client undertakes to indemnify NIMO against all claims from employees and/or third parties. When activities are carried out in the context of the assignment, the participant must assess whether he/she is physically able to participate. Participation is at the participant's own risk.