



On-Site Training & Consulting Standard Terms & Conditions

1. Date Reservations & Purchase Order Requirements

Dates reserved for training/consulting are tentative until receipt of a firm purchase order, and are subject to schedule and travel arrangement availability at the time a purchase order is received.

A purchase order must be received at least eight (8) calendar days before scheduled instructor/consultant travel. Purchase orders received less than eight (8) days before scheduled travel will incur additional charges for premium shipping of student and instructor materials. [Minimum additional charge is \$500.]

2. Invoicing/Payment

Terms are NET 30 DAYS FROM INVOICE DATE. A separate invoice is issued for each class/group of classes given during one instructor/consultant trip to the client site, with a maximum two-week performance period to be covered by each invoice.

Payments not received within 30 days of invoicing are considered PAST DUE and are subject to late charges of 1¾% per month (21% APR).

GOVERNMENT NOTE: For Government Contracts, FAR 52.232-25 "Prompt Payment" or FAR 52.213-1 "Fast Payment" shall be explicitly incorporated into any Government purchase order/contract.

TAXES: Unless specifically identified in our pricing/quote, our prices do not include any state or local taxes which may apply. It is assumed that your company/organization is either exempt from such taxes [Government] or is an authorized direct payer of any applicable state or local taxes.

3. Termination for Convenience

Client cancellation/termination "for convenience" of scheduled training/consulting work less than fifteen (15) calendar days before scheduled instructor/consultant travel is subject to charges for expenses incurred [minimum \$1000] as a result of such cancellation. Such incurred expenses include (but are not limited to) shipping and return shipping of student materials and instructor materials, and non-refundable portions of airfares and other travel expenses.

When cancellation occurs after the instructor/consultant commences travel to (or arrives at) the designated performance location, full (base) charges will be made for that scheduled performance period.

Full charges will also be made for any student materials (textbooks, handouts, etc.) not returned, and full charges will be made for any services actually performed [not subject to the 15-day limitation].

EXCEPTION: Termination/Cancellation charges will NOT be made where cancellation results from circumstances beyond the client's control—such as fire, flood, epidemic, Acts of God, etc.

Similarly, TECHSTAR reserves the right to cancel for convenience without liability at least two weeks prior to scheduled training or other on-site services. TECHSTAR also shall not be liable for any failure to perform charges where such failure results from circumstances beyond our control—such as illness, accident, Acts of God, airline strikes, etc.

4. Performance Issues—Training

TECHSTAR reserves the right to eject from the classroom any individuals who:

- are or appear to be under the influence of alcohol or drugs
- engage in disruptive behavior
- engage in any behavior which poses a safety or health hazard to other participants
- sleep in the classroom

Where the client has a management/technical representative in the classroom, any request to remove individuals shall be made through that representative.

No audio, video, or photographic recording of the classroom training will be permitted.

5. Deliverables—Training

Deliverables for requested classroom training include and are limited to performance of the training and copies of student textbooks and handout materials for each attendee.

For such textbooks and handouts, the "rights and title" transferred are limited to the PHYSICAL materials.

NO rights in copyright, NO rights to reproduce, and NO other intellectual property rights are transferred to the client.

Instructor materials (lesson plans, presentation materials, visual aids, etc.) are copyrighted and/or proprietary materials and are specifically NOT deliverable items.

Notes Regarding Purchase Orders/Contracts

General

TECHSTAR is a small business with fewer than ten (10) employees. Please bear this in mind when preparing any purchase order or contract for TECHSTAR services.

The prices we quote for training/consulting services are based on and assume a “simple” purchase order. Generally, all that should be required in the purchase order is the scope of work, the prices agreed upon, the payment terms, and invoicing instructions. [For our standard training courses, such purchase orders shouldn’t require more than two pages.] Any additional terms or conditions which require additional administrative effort, program development, or documentation, is considered an addition to the scope of work and will be billable at our standard hourly rate plus any associated direct expenses required for compliance.

Many companies have and use “boilerplate” terms and conditions for every purchase order or contract they issue. If you do, we expect you to **EXPLICITLY** identify which terms/clauses do apply and which do not apply for the order you are placing.

If your terms and conditions “incorporate by reference” additional regulations, documents, procedures, manuals, etc.; we expect you to either provide **FULL TEXT COPIES** of such references or explicitly state that such references do not apply.

If the “boilerplate” terms and conditions you attach is longer than two (2) pages, allow at least one (1) day per page for us to review, comment, and discuss those terms and conditions before either accepting or rejecting your purchase order.

IMPORTANT NOTE: If we perceive that your required terms and conditions are excessive or inappropriate for the scope or type of services requested, we reserve the right to decline your order. [We do not do construction work, and our on-site services are performed at facilities which you provide and which are under your control.]

For example, if you attach 20 pages of terms and conditions to a request for two days of training, we will decline to submit a bid. [Don’t laugh; it happens more frequently than you’d imagine.]

Typical Purchase Order/Contract Problem Areas

What follows in this section are some typical “problem” clauses that we find in “boilerplate” terms and conditions attached either to requests for proposal or to purchase orders. In preparing your purchase order or request for proposal, please consider these and similar items before you send it to us for review—it will save us both a lot of time.

Insurance

Most purchase orders/contracts require service providers to carry insurance of specific types and levels of coverage.

WORKMEN’S COMPENSATION: This insurance is mandated by both Federal and Idaho State law. TECHSTAR does carry this insurance at the (typically requested) statutory and employer’s liability \$1,000,000 level of coverage.

COMPREHENSIVE GENERAL BUSINESS LIABILITY: Again, TECHSTAR does carry this insurance at the typically requested combined single limit (including bodily injury and property damage) of \$1,000,000 coverage. Requests for coverage limits higher than this or for other types of coverage [e.g., excavation collapse, explosion hazard, etc.] are inappropriate for the kind of work TECHSTAR does, and will either be rejected or the client will be billed for any additionally required premiums.

AUTOMOBILE LIABILITY: TECHSTAR, Inc. carries \$1,000,000 combined single limit for bodily injury and property damage. For most of our on-site training/consulting contracts, a rental car will be used for transportation. The standard insurance included with the rental car agreement typically complies with the local (destination) state-mandated coverages. If insurance coverage above \$1,000,000 per accident is required, the client will be invoiced for the cost of the additional premium and administrative costs.

Programmatic Requirements

Most Government (and many other) purchase orders/contracts include terms requiring development/submittal of comprehensive, formal programs [e.g., Workplace Safety Program, QA Program, etc.] for review and approval before work performance. We comply with the intent of such clauses, but do not necessarily have—and as a small business are not required to have—formal programs, or implementation documents. Most clients say that such clauses are “self-cancelling”—i.e., small businesses are exempt from the requirement or from having a formal program. Yet, certain clauses used such as DEAR 970.5204-58 “Workplace Substance Abuse Programs” do not contain language to exempt small businesses from the formal program requirement. Again, remember that the work is to be done at facilities that you provide and control—we must comply with your workplace rules.

Printing

This one is specific to Government contracts. If you invoke DEAR 952.208-70 “Printing”, which requires all associated printing to be performed through GPO, we cannot work for you. TECHSTAR is a publisher, and we publish/print all materials that we provide, and (as noted in our standard terms and conditions) we will not transfer any rights in copyright including any permissions to reproduce our books or other copyrighted/proprietary materials.