

## Framework Contract for Training Services

This framework contract for training services ("Agreement") is made and entered into between [Client Company], a [state or country of incorporation] corporation with its principal place of business at [address], and [Training Company], a [state or country of incorporation] corporation with its principal place of business at [address].

Whereas, [Client Company] desires to engage [Training Company] to provide training services to its employees as described in the training catalogue provided by [Training Company]; and

Whereas, [Training Company] desires to provide such training services on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Training Services.** [Training Company] shall provide the training services set forth in the training catalogue provided by [Training Company] to [Client Company]'s employees. The training catalogue shall be attached hereto as Schedule A and incorporated by reference.
2. **Ordering Procedure.** [Client Company] may order training services by issuing a written purchase order or by submitting a request for training services to [Training Company]. Such order shall identify the specific training services requested and the number of employees to be trained. [Training Company] shall confirm receipt of the order and provide a written proposal describing the training services to be provided, the estimated cost, and the proposed schedule for performance.
3. **Fees and Payment.** [Client Company] shall pay [Training Company] for the training services provided pursuant to this Agreement at the rates set forth in the attached training catalogue or as otherwise agreed upon in writing by the parties. Payment shall be made within thirty (30) days of receipt of an invoice from [Training Company].
4. **Cancellation and Rescheduling.** [Client Company] may cancel or reschedule training services by providing written notice to [Training Company] at least ten (10) business days prior to the scheduled training date. If [Client Company] cancels or reschedules training services within ten (10) business days of the scheduled training date, [Client Company] shall be responsible for paying [Training Company] for any out-of-pocket expenses incurred by [Training Company] in connection with such cancellation or rescheduling.
5. **Confidentiality.** [Training Company] shall keep confidential all information provided by [Client Company] in connection with the training services provided pursuant to this Agreement.
6. **Term and Termination.** This Agreement shall commence on the date first written above and shall continue until terminated by either party upon thirty (30) days' written notice to the other party.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state or country in which [Client Company] is incorporated.

8. Entire Agreement. This Agreement, including the attached training catalogue, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Client Company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Training Company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_