

Terms and conditions

MATCH Coaching Program for PhD Candidates

Article 1 - Definitions

1. In these general terms and conditions, the following definitions shall apply:

Terms and Conditions: the present general terms and conditions applicable when participating in the MATCH Coaching program.

MATCH: see below under “contractor”.

MATCH Coaching Program: a program within Erasmus MC that offers high-quality coaching trajectories to PhD candidates of Erasmus MC, through coaching by coaches affiliated with MATCH.

Coach: independent coach that is affiliated with and under assignment by MATCH, who provides coaching services to participants.

Coaching Services: all coaching activities that are commissioned through registration for the program or any other affiliated with the program.

Participant: the person doing their PhD trajectory at Erasmus MC, who participates in the coaching program in which coaching services are offered by the coach.

Contractor: the legal entity (Erasmus MC, hereafter also referred to as MATCH) that, through the coach, offers coaching services to the participant.

Agreement: any written agreement between the client and participant regarding the provision and participation in coaching services as described in Article 2.1 of these terms and conditions. By registering for the program and agreeing to the terms and conditions, the participant is considered to have a written agreement with MATCH (as described in Article 3.1).

Article 2 – Application of Terms and Conditions

1. These terms and conditions are applicable to all agreements in which MATCH provides coaching services (through a coach) for participants. Any deviations from these terms and conditions will be considered valid only if they are explicitly agreed upon in writing.
2. Not only the contractor but also all persons or companies involved in the execution of any assignment for the participant may call upon these terms and conditions.
3. These terms and conditions also apply to additional assignments and follow-up assignments from the participant to MATCH, unless otherwise agreed upon in writing.
4. If one or more provisions of these terms and conditions are null and void or annulled, the remaining provisions of these terms and conditions shall remain in full force. MATCH and the participant will then consult to agree on a new provision to replace the void or annulled provision, as much as possible in accordance with the purpose and tenor of the original provision.

Article 3 - The agreement and mutual obligations

1. The agreement is established when the participant accepts the offer, as detailed in Article 4 of these terms and conditions.
2. The participant is responsible for providing all data necessary for the execution of the agreement in a timely manner, as indicated by MATCH. If the data necessary for the execution of the agreement have

not been provided to MATCH in time, MATCH has the right to suspend the execution of the agreement and/or to charge the participant the extra costs resulting from the delay according to the usual rates.

3. MATCH's obligation is one of making reasonable efforts to fulfill its obligations, adhering to contemporary standards of care and craftsmanship.

4. If the parties agree to amend or supplement the agreement, they will make further arrangements as needed.

Article 4 - Registration

1. Participants can register via the MATCH website: phd.matchyourfuture.nl.

2. Registration is open during a specified period determined by MATCH and is limited to a predetermined number of PhD candidates. These candidates are notified in advance via email.

3. Registration is only possible for PhD candidates employed by Erasmus MC who have received an invitation as mentioned in Article 4.2. Applications that do not meet these requirements will not be processed.

4. The participant agrees that within a period of 4 weeks they will complete the following tasks:

- Fill out and submit the registration form;
- If the participant is participating in the study, complete the questionnaire;
- Select a coach;
- Initiate the first contact with the coach to schedule an intake interview.

Article 5 - Duration and termination of the agreement

1. The agreement is valid for a specific period, namely eight months from the date of registration. It may be shorter if the participant completes all five coaching sessions with their coach before the eight months expire.

2. Within the first fourteen days after entering into the agreement, the participant has the right to terminate the agreement without providing an explanation. This option is available as long as the termination occurs before the intake interview.

3. Termination must be submitted in writing or electronically, using the following email address: phd@matchyourfuture.nl.

Article 6 - Coordination between Participant and Coach

1. Participants are responsible for coordinating arrangements with the coach, including addressing issues such as illness, untimely cancellations, no-shows, and appointment rescheduling. MATCH is not involved in these coordination matters.

2. If the coach states that the obligation referred to in paragraph 1 of this article has not been fulfilled, the costs of the appointment will be charged to the participant in full. This effectively means that the participant loses the right to one of the five appointments.

3. In the case of force majeure, the participant must provide evidence of the circumstances.

4. During the agreement's term, participants may change coaches one time after having had the intake with their coach of first choice. Participants should notify MATCH of this change in writing, along with an explanation.

5. For all other situations where the participant believes the coach has not fulfilled their obligations or if there are complaints about the coach, it is recommended to contact MATCH (also refer to Article 9 of these General Terms and Conditions).

Article 7 - Liability

1. MATCH is not responsible for the proper and agreed-upon execution of coaching services by the coach. The coach carries out the activities at their own discretion, without supervision or direction from MATCH. In cases where damage has occurred due to improper execution of coaching services by the coach, the participant shall seek to recover any incurred damages from the coach.

2. The contractor is not liable for any damages, regardless of the nature, resulting from MATCH relying on incorrect and/or incomplete information provided by the participant, unless MATCH was aware of the inaccuracy or incompleteness.

Article 8 - Personal data and confidentiality

1. If personal data is processed under this agreement, MATCH will handle this data in a proper and careful manner, in compliance with legal regulations.

2. Any confidential information provided will be subject to a confidentiality clause agreed upon with the respective coach.

Article 9 - Complaints and dispute resolution

1. In the event of a complaint regarding MATCH and/or the coach, please contact MATCH.

2. If the resolution of the complaint does not result in a mutually satisfactory solution, and the parties are unable to amicably settle their dispute, the matter will be exclusively submitted for resolution to the competent court in Rotterdam.

3. These terms and conditions, the agreement and its execution are exclusively governed by Dutch law.

Contact information MATCH: phd@matchyourfuture.nl