



Training
Connections

MAXIMIZING BOARD EFFECTIVENESS: STRATEGIES FOR SUCCESS

A CPD - UK Certified Course

Course Dates	Course Locations
3 - 7 June 2024	Dubai, UAE
2 - 6 December 2024	Singapore City, Singapore

TO ENROL:- Visit www.training-connections.co.ke/calendarprograms

USD \$2,650 per delegate

For:

Board Chairpersons
Committee Chairpersons
Board Members/Directors
Committee Members
Board Secretaries
Company Secretaries
Chief Executive Officers

CPD
MEMBER
The CPD Certification
Service



Accelerate your Board Career Advancement

After the training, participants will be able to:

- Review current best practice codes from local regulators and the world's major NGOs
- Meet the fiduciary responsibilities of directors for risk, for controls, for investors
- Build an effective relationships with management, auditors, regulators, shareholders
- Shape a strong board leadership, committees and information systems
- Appreciate best practices in dealing with board challenges (founding family matters, govt directives, lack of independence, and corruption)
- Craft excellent board meetings, agendas, discussions, procedure and scheduling

The course is delivered in-person with four active learning day sessions:

Day

Agenda

1

Board Member Self Awareness
Director, Know Thyself and fellow board members
Improving Communication within the boardroom

2

The Corporate Board Model – How, Why and Who
What the Board Doesn't Know – Well Informed Directors
Environmental, Social and Governance (ESG) and the Board
Boardroom Leadership

3

The Board and the Chief Executive Relationship
Effective Board Self Evaluation
Best Practice Boardroom Tools
Board Information Flow and Materials

4

Lessons Learned for Online Governance
Corporate Financial Controls and the Board
Special Boards (Parastatals, State owned enterprises etc.
Board Flashpoints – Conflicts and Crises

5

Executive Cultural Excursion

Taught by

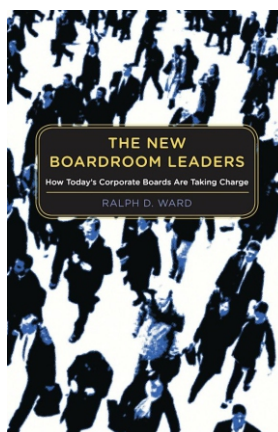
Global Award-Winning Instructors



Mr. Ralph Ward
Global Board Trainer

Ralph Ward is an internationally-recognized speaker, writer, and advisor on the role of boards of directors, how “benchmark” boards excel, setting personal boardroom goals, and the future of governance worldwide.

Ward is publisher of the online newsletter Boardroom INSIDER, the worldwide source for practical, first-hand advice on better boards and directors (www.boardroominsider.com). He also edits The Corporate Board magazine (www.corporateboard.com) the nation’s leading corporate governance journal. All training and speaking programs below are now also offered as online webinars. He is author of six acclaimed books on board and governance for today’s corporate boards, the challenges they face, and the answers they need to excel: **Board Seeker Guidebook** (2018) · **Boardroom Q&A** (2011) · **The New Boardroom Leaders** (2008) · **Saving the Corporate Board** (2003) · **Improving Corporate Boards** (2000) · **21st Century Corporate Board** (1997)



Ward’s media appearances include The Street.com, CNNfn, C-SPAN, Voice of America, Bloomberg, National Public Radio, Marketplace and CNBC (United States and United Kingdom).

He writes and comments on boardroom matters for publications, including The New York Times, The Wall Street Journal, USA Today, Across the Board, Crains, Vital Speeches, the Detroit Free Press, Barons’ and INC.com. He serves on several advisory and non-profit boards, and is a CPD certified trainer.

Ward speaks extensively on boardroom issues in the United States and internationally. He teaches “Boardroom Masterclass” seminars on board and governance best practice, which have proven popular in venues around the world.



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Booking information, Terms and Conditions

The following constitute the terms and conditions to which applicants agree when booking any standard Training Connections Limited face-to-face training or e-learning courses ("Terms & Conditions"). If you are agreeing to these Terms & Conditions not as an individual but on behalf of your company or other legal entity then, "Customer" or "you" or "your" shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to these Terms & Conditions and you are binding your company to these Terms & Conditions. Training Connections Limited (as defined in Section 8.1 below) and you shall each be referred to as a "Party" and together as the "Parties" in this Agreement. If you do not have such authority, or if you do not agree with these Terms & Conditions, you must not accept these Terms & Conditions and may not use the documentation, whether printed or available online, provided by Training Connections Limited in relation with the training ("Training Material"). Training Connections Limited reserves the right to review and update these Terms & conditions periodically at its sole discretion. By accepting this agreement, either by clicking a box indicating your acceptance or by executing an order form that references this agreement, or by using or accessing Training Connections Limited training material, you agree to be bound by the terms of this agreement.

1. BOOKING

1.1. Standard training. Standard Face-to-face training courses can be booked via the booking forms available on the Training Connections Limited website. When you submit a booking on an online course, your submission represents an offer to Training Connections Limited to book you onto the course you selected. On submission of the face-to-face training course form you will receive an automated summary email of your selection. Training Connections Limited will accept your offer by entering your booking onto the Training Connections Limited system and sending you an email confirming that you have been booked together with information on starting your learning.

1.2. Custom Training/ In-House training. Custom / In-house training engagements can also be contracted through Training Connections Limited in the form of a training services agreement document as described and governed by the customized proposal drawn by Training Connections Limited.

2. PAYMENT

Training fees will be paid by check or bank account transfer (bank details will be provided at the point of invoicing). In all cases, payment must be received prior to start of training. A receipt will be sent to you by email from Training Connections Limited confirming payment. Sales taxes (VAT), are charged at the applicable rate at the point of invoicing.

3. YOUR OBLIGATIONS

You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided. Training Connections Limited reserves the right to remove any delegate from a training course whose behavior is deemed inappropriate by Training Connections Limited or its trainers. In these circumstances, Training Connections Limited will neither refund any fees nor reimburse any other costs.

4. WARRANTIES AND LIABILITY

4.1 Training Connections Limited will conduct the Courses in accordance with the description made in the Training Proposal and will use reasonable endeavors to ensure that any Course provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

4.2 The total liability of Training Connections Limited, on all claims of any kind, whether in contract, warranty, indemnity, tortious conduct, strict liability, or otherwise, arising out of or related to the Contract, or its performance or breach, shall not exceed the Course Price paid for the Course in respect of which the claim is made.

4.3 In no event shall Training Connections Limited or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under the Contract in delivering the Course(s). This article shall prevail over any conflicting or inconsistent terms in the Contract, unless those terms further restrict Training Connections Limited's liability.

4.4 All conditions and warranties not expressly set forth in the Contract and whether expressed or implied are excluded to the fullest extent permissible by law. In particular but without limiting the generality of the foregoing, Training Provider shall not be liable for any practical use made by the Attendees, Customer or any agent or employee of Customer, of the information contained in the Courses or any related training material.

4.5 Customer shall indemnify Training Connections Limited against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Training Connections Limited arising out of or in connection with:

Any breach of Customer, its employees, agents or subcontractors or any of the Attendees of any provisions of the Contract;

any negligence or other tortious conduct of Customer, its employees, agents or subcontractors or any of the Attendees; and

any claim made against Training Provider by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of Customer, its employees, agents or subcontractors or any of the Attendees.

4.6 Neither Party excludes or seeks to limit its liability in respect of death or personal injury, fraud, willful misconduct or gross negligence.

5. WARRANTY AND DISCLAIMER

Training Connections Limited ensures that all our training services are delivered diligently and in a good, workmanlike, timely and professional manner consistent with industry standards. The training services will be performed as described in the individual class agendas. Training Connections Limited shall provide such trainers to present the training course as it, in its sole discretion, deems fit and Training Connections Limited shall be entitled at any time to substitute any trainer with any other person who, in Training Connections Limited sole discretion, it deems suitably qualified to present the relevant course.

Training Connections Limited does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions.

6. INDEMNIFICATION

Both Parties agree to defend, indemnify, and hold harmless the other Party and its directors, officers and employees from and against any demands, damages or liabilities including reasonable attorney's fees arising from a third-party claim that the indemnifying Party caused bodily injury (including death) or damaged real or tangible personal property.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All Training Material is owned by Training Connections Limited. All intellectual property rights in all Training Material available, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by Training Connections Limited. When you are given access to the Training Material, you are granted a non-exclusive, non-transferable, revocable license to use the Training Material. No Training Material may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without Training Connections Limited prior permission. Any such use is strictly prohibited and will constitute an infringement of Training Connections Limited intellectual property rights. To provide a continuous check on the consistency and quality of training delivery, all participants will receive a follow-up email at the end of each class asking to submit feedback in the form of a satisfaction survey. This feedback will be reviewed in detail and will be used to make continuous improvements to class content and delivery.

8. CANCELLATION AND TRANSFER

8.1. Cancellation by customer.

If you notify Training Connections Limited in writing by email: register@training-connections.co.ke that you wish to cancel a face-to-face training course:

- not less than 15 days before the start date of a course, you will be entitled to a 60% refund. Refunds will be processed within 28 days of receiving your request via bank transfer to the original payer.

- If you cancel your registration 30 days prior to start date of the course, you will receive a full refund less 10% of the course fees to cover administration costs.

- If the reason you need to cancel a face-to-face training course is because you have been declined a visa, we can issue a full refund as long as you have proof that your visa has been declined and you give us at least 30 days' notice.

- If you withdraw for any reason less than 14 days before the start date of a course, no refund will be issued but you may transfer fees to another course of a similar cost and duration OR transfer your place on the course to a substitute. Substitutions should be notified to Training Connections Limited at least 48 hours prior to the course start date.

- If you fail to attend the course on which you are booked without giving prior notice to Training Connections Limited, we are unable to refund the course fees or offer a transfer.

8.2. Cancellation by Training Connections Limited

Training Connections Limited reserves the right to cancel any training course due to insufficient enrollment by providing notice to you at least 15 calendar days prior to schedule commencement date. In the event of cancellation by Training Connections Limited, you may elect to receive a full refund of registration fees paid or credit toward alternative course(s). Nevertheless, Training Connections Limited will not be responsible for non-refundable tickets purchased or reservations made by you. If a training class is cancelled by Training Connections Limited due to any Force Majeure Event as defined in Section 10.5, the Customer is entitled to a full class credit which must be used within 3 months of the date of the original class for another class offered by Training Connections Limited.

9. CONFIDENTIALITY

Except as otherwise set forth in these Terms & Conditions, each party may disclose to the other party certain confidential information under these Terms & Conditions. Each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that could be understood to be confidential or proprietary by a reasonable person disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information") Any Training Connections Limited technology, any commercial terms (including pricing) of these Terms & Conditions and any performance information relating to the products shall be deemed Confidential Information of Training Connections Limited without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than providing the training contemplated by these Terms & Conditions unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

10. MISCELLANEOUS

10.1. Dispute resolution: arbitration. In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in the city where the courts have jurisdiction under the table set forth in Section 10.1. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

10.2 Contact. Please contact Training Connections Limited training department for any other training questions or requests by emailing: training@training-connections.co.ke

10.3 Privacy Policy. All information provided by you under these Terms & Conditions will be treated in accordance with Training Connections Limited Privacy Policy.

10.4 Force majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms & Conditions (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency each a Force Majeure Event

10.5 Entire Agreement and severability. This Agreement is the entire agreement between you and Training Connections Limited relating to the training and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the training or any other subject matter covered by these Terms & Conditions. If any provision of these Terms & Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Contact Person: Juliet Kabaka - +254 722 881 223 / +254 721 882 164, Email: juliet@training-connections.co.ke

Company Email: register@training-connections.co.ke/info@training-connections.co.ke