

## 1. Scope

- 1.1. These General Examination and Certification Conditions (GECC) apply for all non-accredited examinations and certifications of persons carried out by the PersCert TÜV personnel certification body - hereinafter referred to as TÜV.
- 1.2. These GECC do not apply to the accredited area or to system or product certification.
- 1.3. These GECC apply to all contractual relationships between TÜV and the client and between TÜV and the applicant.
- 1.4. In addition, the General Terms and Conditions (GTC) PersCert TÜV and the program-specific Examination and Certification Regulations (ECR) apply. The provisions of the ECR take precedence over the provisions of these GECC.
- 1.5. The GTC, GECC and ECR are available for viewing and downloading on the Internet.
- 1.6. For purposes of better legibility, all documents refrain from the simultaneous use of male, female, and diverse language forms. All references to persons shall apply equally to all genders.

## 2. Terms and definitions

- 2.1. **Client** is the applicant or organization that commissions TÜV to carry out the service.
- 2.2. **Applicant** is a natural person who has submitted the application for examination and certification and is seeking certification.
- 2.3. **Candidate** is an applicant who has fulfilled the specified admission requirements and has been accepted for the examination procedure.
- 2.4. **Certified person** is a candidate who has fulfilled all requirements of a certification program and to whom a certificate has been issued.
- 2.5. **Complaint** is an expression of dissatisfaction, other than appeal, by any individual or organization to the certification body, relating to the activities of that body or a certified person, where a response is expected.
- 2.6. **Appeal** is a request by an applicant, candidate or certified person for reconsideration of any decision made by the certification body related to his desired certification status.
- 2.7. **Examination** is an assessment procedure with which the competence of a candidate is determined.
- 2.8. **Certification program** is competence and other requirements related to specific occupational or skilled categories of persons.
- 2.9. **Certification requirements** are a set of specified requirements to be fulfilled in order to establish or maintain certification.
- 2.10. **Certification decision** is the decision for granting, maintaining, recertifying, extending, reducing, suspending or withdrawing (revoking) certification.
- 2.11. **Object of use** is a certification attestation in the form of a certificate, issued and authorized by TÜV, as well as a personal examination test mark signet or another additional certification certificate in the form of another medium stating that a certified person has fulfilled the requirements of the certification program.

## 3. Examiner/Examination Proctor

- 3.1. Examinations are conducted solely with proctors.
- 3.2. In conducting examinations, TÜV uses both external and internal examiners/examination proctors.
- 3.3. Deployed examiners/examination proctors act on behalf of and in the name of TÜV.
- 3.4. Examination job assignments are issued solely by TÜV and to examiners/examination proctors approved by TÜV.
- 3.5. No entitlement exists to have an examination carried out by a particular examiner/examination proctor.

## 4. Performance of the examination and certification procedures

- 4.1. The service is performed according to the published certification program, the valid statutory provisions and the generally accepted rules of technology.
- 4.2. The examination and certification procedure encompasses all activities with which TÜV determines whether the applicant fulfills the certification requirements of the program.
- 4.3. TÜV is entitled to determine the method, place and manner of performance at its own discretion. As a general rule, examinations are offered in person (paper&pencil; supervised on site) and/or as online examinations (supervised on site or with proctoring). There is no entitlement for a particular form of implementation of the examination, unless a particular form of implementation has been contractually agreed.
- 4.4. Admission to the examination occurs upon fulfilling the specified admission requirements, to the extent they have been defined in the program-specific ECR. The applicant is solely responsible for meeting the admission requirements and for providing proof of fulfillment. In case of ambiguities, TÜV is entitled to request additional supporting documents. Supporting documents are to be submitted as copies. TÜV shall decide on admission to the examination.
- 4.5. Applicants with special needs or impairments are required to inform TÜV at the time when the examination application is submitted. Compensation for disadvantages is to be applied for in writing to the TÜV. Copies of relevant supporting documents are to be included. There is no basic entitlement to modified examination conditions. TÜV will evaluate and decide on any measures on an individual basis, within the scope of possibilities. TÜV will inform the applicant of the decision in writing.
- 4.6. The examination must take place at the latest within one year after order confirmation by TÜV. If no examination can be carried out within this period, TÜV is entitled to extraordinary cancellation of the contract.
- 4.7. If the requirement of a certification program on which the certification is based changes, TÜV is entitled to reduce or extend the validity of the certification.
- 4.8. TÜV is entitled to change or discontinue certification programs. Changes or discontinuations of certification programs are published on the Internet. TÜV is not liable for any disadvantages incurred by the certified person in connection with the change or discontinuation of a certification program.

## 5. Examination

- 5.1. The responsibility for the organization and implementation of examinations lies with TÜV. TÜV may delegate the organization to third parties.
- 5.2. Examinations are not public.
- 5.3. Examination dates and venues are determined by or in coordination with TÜV.
- 5.4. The registration of the applicant for an examination scheduled by TÜV is binding.
- 5.5. TÜV is entitled to reschedule or cancel examination dates for important reasons for which TÜV is not responsible, e.g. if the orderly implementation of an examination is impossible in compliance with the requirements of the certification program. In this case, there is no entitlement to guaranteed implementation of an event. The contracting party shall be informed immediately. The contracting parties shall mutually agree on a substitute date. To the extent no agreement can be reached, the contracting parties are entitled to extraordinary cancellation of the contract. Fees paid in advance shall be reimbursed. All claims above and beyond this are excluded.
- 5.6. Upon the beginning of the examination (in case of several examination parts, upon the beginning of the first examination part), the examination counts as an attempt and will be scored. After beginning the examination, if the applicant does not continue the examination (in case of several examination parts,

after the beginning of the first examination part), the examination counts as failed, unless there are special circumstances that made it impossible for the participant to continue the examination. In case the applicant withdraws in due time prior to the beginning of the examination, the examination counts as a non-attempt.

5.7. In order to verify the identity of the applicant, TÜV is authorized to check an official photo ID (e.g. identity card, passport, etc.) prior to the examination. The applicant's personal details supplied in the application must match those stated in the photo ID.

5.8. The examination questions required to carry out the examination, along with software and IT services, shall be provided by TÜV.

5.9. Examinations are carried out in the form of written, oral or practical examinations. The examination procedures, along with the examination language, are set out in more detail in the respective program-specific ECR.

5.10. The assessment of an examination is conducted according to specified evaluation criteria defined in the program-specific ECR.

5.11. In case of failure of an examination or part of an examination, the applicant has the possibility to apply for a repeat examination. Repeat examinations are subject to a fee. The program-specific ECR provide further details.

5.12. In a case of a cheating attempt, in the event of an act of cheating or an intentional or grossly negligent disruption of the examination process, the applicant will be excluded from the examination. In this case, the examination counts as failed. In addition, TÜV reserves the right to exclude the candidate from all further examination and certification procedures. Cheating attempts, acts of cheating and disruption of the examination process are documented.

## **6. Additional conditions when using the TÜV Rheinland examination systems**

6.1. The use of the examination system requires the online registration of the applicant. Access to the examination system is personalized and takes place via an account. The right to use the account applies exclusively to the applicant. The applicant:

- a. is not entitled to make the service available to other third parties or to pass on the access data to third parties;
- b. is obliged to take precautions to protect the account from unauthorized use and to inform TÜV immediately if he notices or suspects misuse of the account;
- c. assumes responsibility for content and other data generated or stored by him in the examination system;
- d. is obliged to refrain from any action that may cause damage to the examination system.

6.2. TÜV endeavors to do everything in its power to ensure that the applicant has unhindered access to the examination system. Interruptions or restrictions in the availability of the examination system may occur, e.g. in the event of Internet disruptions, maintenance and repair work.

6.3. If it is permissible to conduct the examination as an online examination, participation in an online examination is only possible if the technical requirements are met. The TÜV shall inform the applicant which specific system requirements must be met. The applicant is personally responsible for the setup as well as monitoring and functionality on the end user device.

6.4. Minimum requirements for taking an online examination are:

- a. a stable and sufficient Internet connection;
- b. a suitable user device (with a microphone, camera and virus/ threat protection);
- c. a suitable operating system;
- d. a suitable web browser;
- e. a valid e-mail address.

6.5. Any malfunctions occurring during an online examination must be reported to the examiner/examination proctor immediately. The TÜV ensures technical support. If the

malfunction can be remedied on short notice by technical support or by the applicant himself, the examination will be continued, the lost examination time being added on. If the malfunction cannot be remedied on short notice or if repeated malfunctions occur during the examination, the applicant is entitled to a substitute date, provided that it was subsequently possible to remedy the malfunction. The substitute date is to be coordinated with the TÜV. Additional expenses or effects caused due to technical malfunctions do not constitute an entitlement to compensation. Contesting the examination result due to technical malfunctions for which TÜV is not responsible is excluded.

6.6. The applicant is to refrain from any video recordings, audio recordings or screenshots, as well as transcripts of examination questions during the examination.

6.7. The evaluation of the examinations can be automated by the examination system.

6.8. TÜV may change, restrict or suspend access to the examination system, parts or certain functions of the examination system (access, use, duration and scope of use) at any time, e.g. if the examination system is used by the applicant or an unauthorized third party in a manner that, in TÜV's view, constitutes a violation of the Terms of Use.

## **7. Certification decision**

7.1. The decision to grant, maintain, recertify, extend, reduce, suspend or withdraw (revoke) certification is made exclusively by TÜV.

7.2. TÜV makes the certification decision at its own discretion in accordance with the stipulations of the respective certification program and on the basis of the information and documents collected during the examination and certification procedure.

7.3. TÜV makes a positive certification decision if the applicant has fulfilled all requirements of the certification program. In this case, the TÜV issues a personal certificate.

7.4. The certificate contains the following information: First name and last name of the certified person, as well as the title (if available in the photo ID), date of birth of the certified person, date of examination or date of fulfillment of the program requirements, reference to the certification program as well as the scope if applicable, a unique certificate number, certificate validity, date of issue, along with the place of issue of the certificate, name of the certification body, signature of the responsible person (electronic signature is permissible), TÜV Rheinland seal (e.g. logo, test mark signet incl. ID), logos of partners if applicable.

7.5. In addition, a personal test mark signet or another certification attestation in the form of another medium may be issued on a program-specific basis.

7.6. The certified person must report any defects or other deficiencies in the object of use to TÜV without delay, but no later than 30 days after receipt.

7.7. If the applicant does not meet all the requirements of the certification program, TÜV will issue a negative certification decision. In this case, no certificate will be issued.

## **8. Surveillance**

8.1. To ensure ongoing compliance with the requirements of the certification program, the certifications issued are subject to surveillance by TÜV. For this, TÜV evaluates information and indications from third parties, e.g. from supervisory authorities, interested parties, and in the event of complaints or legal action initiated in relation to the certified person.

8.2. The certified person shall ensure that the competences certified with the object of use are maintained during the validity of the object of use.

8.3. The certified person shall inform TÜV immediately if he becomes aware that third parties are misusing their object of use.

8.4. If no validity is specified in the object of use, surveillance ends when the retention period expires.

## 9. Recertification

- 9.1. The issued object of use is generally limited in time.  
9.2. For the extension of the certification, recertification must be applied for at TÜV in due time. Recertification requirements are regulated in more detail in the program-specific ECR.  
9.3. Recertifications are subject to a fee.

## 10. Duties of the applicant

- 10.1. The applicant obliges
- to observe the general rules in force at the examination location, to follow the instructions of the organizer as well as the representatives of the organizer and his vicarious agents, and to refrain from doing anything that could conflict with the proper performance of the service;
  - to notify TÜV without delay concerning any information that could influence the examination and certification procedure, as well as any changes in the information relevant to certification;
  - to meet the requirements of the certification program and comply with them during the term of certification;
  - to provide all information truthfully and completely;
  - to promptly notify TÜV of any matters that may affect its ability to continue to meet the requirements of the certification program;
  - not to use the issued object of use in an improper or misleading manner;
  - to use the issued object of use only during the designated validity;
  - not to use, distribute, reproduce or publish the examination materials, in particular examination questions, in an improper manner;
  - to use during the examination only those aids that are permitted or approved in accordance with the program-specific ECR;
  - to hold TÜV harmless from all claims that could arise from the applicant's activity as a certified person;
  - not to make any attempts to cheat and to perform the examination independently, without the assistance of third parties.

## 11. Complaints

- 11.1. Complaints to TÜV may be submitted by any person or organization regarding the activities of TÜV or any person certified by TÜV.  
11.2. Complaints must be submitted to TÜV in writing, stating the reason for the complaint. The complaint should be addressed to: **TÜV Rheinland Akademie GmbH, PersCert TÜV, Alboinstr. 56, 12103 Berlin, Germany.** TÜV shall confirm in writing the receipt of the complaint.  
11.3. All complaints will be handled constructively and impartially.  
11.4. Complaints are handled within a reasonable period of time, taking into consideration the necessary information, documentation, and the persons involved and not involved.  
11.5. All participants are treated fairly and equitably.  
11.6. The complainant will be notified in writing of the conclusion and outcome of the procedure (statement including any action taken).  
11.7. If TÜV is not the proper contact for the complaint, TÜV will inform the complainant.  
11.8. The handling of the complaints is documented.

## 12. Appeals

- 12.1. The applicant has the right to appeal the examination result or the certification decision.  
12.2. Appeals must be submitted to TÜV ([PersCert.Online@de.tuv.com](mailto:PersCert.Online@de.tuv.com)) in writing within 30 days of receipt of the notification of the certification decision, stating the reasons. Receipt will be confirmed by TÜV in writing.  
12.3. The applicant will not suffer any disadvantages as a result of the appeal.

12.4. Appeals are handled within a reasonable period of time, taking into consideration the necessary information, documentation, and the persons involved and not involved, along with findings from previous similar appeals.

12.5. All appeals will be handled constructively and impartially. Appeals are handled without the involvement of persons against whom an appeal was filed.

12.6. The applicant will be notified in writing about the conclusion and finding of the procedure.

12.7. The handling of appeals is documented.

## 13. Review of examination

13.1. Review of the examination documents is granted, but is not unconditional. TÜV is also entitled to refuse reviews for good reason.

13.2. Within 14 days of receiving notification of the certification decision, the candidate may apply to TÜV for review of his examination documents, stating reasons.

13.3. The examination documents may only be reviewed by the candidate in person or by a lawyer authorized by the candidate and acting on his behalf. The power of attorney is to be presented to TÜV. In addition, it is necessary to bring along an official photo ID (e.g. ID card, passport, etc.).

13.4. The examination documents can generally only be reviewed by prior appointment at one of the offices of PersCert TÜV and exclusively in the presence of a supervisor authorized by TÜV. The time of the examination review is limited to max. 30 min.

13.5. Examination documents do not include solution notes and personal notes of the examiner.

13.6. Recording, copying, taking examination documents is prohibited during the review.

13.7. Reviews are subject to a fee.

## 14. Use of certificates, test mark signets as well as other certification attestations

14.1. If the candidate is granted a certificate and, if applicable, also a personal test mark signet or other certification attestation - hereinafter referred to as the "object of use" - the certified person receives a simple, limited, non-transferable and non-sublicensable right to use the object of use in accordance with the following provisions:

- The object of use remains the property of TÜV.
- It is not permitted to use the object of use outside the scope of certification or for advertising a company, product or system. The certified person shall ensure the relevance of the object of use to the object of certification.
- The certified person may use the object of use only in the issued and unmodified form, in its entirety. Modifications to the object of use and the use of excerpts of the object of use are not permitted.
- The right of use does not include the use of other logos, test marks or other intellectual property rights of TÜV or companies affiliated with it pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG), in particular the use of the TÜV Rheinland word or figurative mark.
- The certified person is not allowed to use the object of use in any manner or make any statements regarding the certification that could bring TÜV into disrepute or be considered misleading.
- The certified person is not allowed to give the impression that he has a relationship under company law with the TÜV Rheinland Group or TÜV or that he is acting on behalf of the latter.
- The qualification designation issued in the object of use may be used only in its entirety. Changes to the qualification designation and use of excerpts are not permitted.
- The object of use may only be used during the specified validity period.

- i. If the certified person receives the object of use in electronic form, the certified person is entitled to change the size of the object of use, provided that the change in size does not affect the readability and proportions of the object of use.
- j. The certified person may not use the object of use improperly.

14.2. In cases of suspicion, e.g. indications from third parties that the certified person is using the object of use improperly, the certified person shall be informed of this by TÜV and asked for a statement within 30 days. At the latest after expiry of this period, the TÜV shall decide on whether to maintain or reduce, suspend or withdraw the object of use. In the case of minor violations, a request is made to cease and desist or to take corrective action, which must be implemented by the certified person within 14 days.

14.3. TÜV may reduce, suspend or withdraw the object of use at any time if

- a. the object of use is used contrary to the Terms of Use;
- b. the contracting party fails to comply with the obligations to cooperate and/or the payment obligations;
- c. the certification requirements are no longer met;
- d. misleading or false information was provided in the examination and certification procedure;
- e. acts of cheating are detected after the completion of the certification process;
- f. other reasons/facts become known that justify the reduction, suspension or withdrawal of the object of use.

14.4. The certified person shall be informed by TÜV about the reduction, suspension or withdrawal of the object of use, stating the reasons.

14.5. After the validity of the object of use has expired, during the suspension as well as in case of withdrawal of the certification, all references to the certification, use of the object of use and any advertising concerning the certification are prohibited.

14.6. After the withdrawal of the object of use, there is no possibility of recertification.

14.7. TÜV is not liable for any disadvantages incurred by the certified person in connection with the reduction, suspension or withdrawal of the object of use.

#### **15. Subcontractors**

15.1. TÜV is entitled to engage subcontractors for the performance of the service.

15.2. However, the TÜV is always responsible for certification as well as all decisions regarding certification.

#### **16. Public information**

16.1. TÜV verifies and informs upon request whether a certain person has a valid certification.

16.2. The information on the certification program (scope of application, admission requirements as well as information on the certification process) is publicly available on the Internet.

#### **17. Storage**

17.1. All examination and certification documents are stored by TÜV in paper or electronic form.

17.2. The retention period is 10 years.

#### **18. Copyright/Rights of use**

18.1. The documents, media, software provided to the applicant as well as examination questions made available in the course of conducting the examination are protected by copyright.

18.2. Use is permitted only in the context of examination performance and certification. Duplication, dissemination, publication or other use - including excerpts - is only permitted with the express written consent of TÜV, unless otherwise contractually agreed.

#### **19. Revision**

19.1. TÜV is entitled to subject these GECC to a revision at any time.

19.2. Changes in the GECC are published on the Internet.

#### **20. Ancillary agreements/Written form**

20.1. There are no verbal ancillary agreements.

20.2. Supplementary or deviating agreements must be in writing to be effective. The written form requirement may only be waived by written agreement.

20.3. Should individual provisions of these GECC be invalid, the validity of the remaining provisions shall not be affected.

Current as of: July 2023