

EITCI Certification Agreement

Terms and conditions of certification services provided by the European Information Technologies Certification Institute ASBL Avenue des Saisons 100-102, bte 30, 1050 Brussels, Belgium, hereinafter referred to as EITCI.



This is the Agreement of a Certification candidate (hereinafter referred to as an Individual) to the terms and conditions applying for all of the available EITCI Certification procedures.

1. Definitions

- 1.1. "Certification(s)" means any in the set of professional certification programmes offered by EITCI.
- 1.2. "Programme(s)" means the Certification programmes offered by EITCI, all of which are applicable under this Agreement.
- 1.3. "EITCI Certified" means an Individual who has successfully met the requirements for certification as set forth in Section 2.

2. Certification

2.1. Certification requirements

To become EITCI Certified, an Individual must meet the minimum requirements of the relevant Programme, including achieving passing scores on required examinations. If an Individual meets these requirements he will receive a certificate from EITCI signifying his accomplishment. Programme requirements, including pre-requisites for Certification, training recommendations, and testing, continuing education, candidate conduct policies, and recertification requirements, are available on the EITCI website at <http://www.eitci.org>. EITCI reserves the right to change the Programme without cause or notice. Such changes may include, without limitation: adding or deleting available Certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and exams. An Individual agrees to meet the Programme requirements, as changed, as a condition of obtaining and maintaining his Certification.

2.2. Certification revocation

EITCI may at its sole discretion revoke any and all Certifications an Individual may have earned, and permanently ban an Individual from earning future Certifications, particularly:

- a) If an Individual fails to comply with any continuing education or recertification requirements;
- b) If an Individual breaches the terms and conditions of this Agreement;
- c) If EITCI determines, in its sole discretion, that an Individual has undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Programme.

2.3. Employer notification

The revocation of any Certification results with the right to respond to any inquiry by an Individual's employer about changes in Individual's Certification status.

2.4. Certification of minors

If an Individual is a minor, he must have this Agreement countersigned by a parent or a legal guardian. A minor Individual must deliver one copy of the original signed Agreement to EITCI by mail at the EITCI registered address. Minors under the age of 13 are not eligible for Certification.

3. Confidentiality and intellectual property ownership

3.1. Confidentiality

EITCI makes exams available to an Individual solely to test his knowledge of the exam subject matter for which he seeks Certification. An Individual agrees that the contents of the exam are confidential and that the disclosure of that information could compromise the integrity of the Programme and of Certifications. An Individual seeking certification is expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, including oral communication regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of EITCI.

3.2. Intellectual property ownership

EITCI retains all rights, title and interest in and to all Programme and related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by EITCI to an Individual are expressly reserved to EITCI.

4. Term and termination

4.1. Term

The term of this Agreement is perpetual.

4.2. Termination for convenience

Either an Individual or EITCI may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.

4.3. Termination by EITCI

EITCI may, in its sole discretion, terminate this Agreement at any time if an Individual breaches any of the material terms of this Agreement, or if he violates or fails to meet any Programme requirements.

4.4. Notice

EITCI will provide an Individual written notice of termination at his last known address. Termination shall be effective as of the date set forth in the notice. EITCI, without waiving its right to immediately terminate this Agreement, may provide an Individual with thirty (30) days to correct any default. If EITCI permits such a cure period, Individual's failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.

4.5. Effect of termination

Upon the termination of this Agreement, an Individual shall immediately cease to represent himself as EITCI Certified.

5. Limitation and liability

In no event shall EITCI be liable for any indirect, special, incidental, consequential damages, including lost profits, of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if EITCI has been advised of the possibility of such damages. This limitation will apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

6. Privacy and delivery of certification information to third parties

EITCI is an international organization and will process and share Individual's personal information with other EITCI offices or affiliates in any country. To share Individual's personal information EITCI may transfer his personal information outside the country he is residing in. All parties with which EITCI shares Individual's personal information are governed by this Agreement or are bound by appropriate confidentiality and data transfer Agreements. An Individual's personal information is never shared outside EITCI without this Individual's permission, except under the following conditions: EITCI often receives requests from third parties, particularly employers, to verify an Individual's Certification status. EITCI may, but has no obligation to, provide such information about Individual's Certification status to others (especially this service is available on the EITCI website at <http://www.eitci.org/validate>, where the access to Individuals personal information also concerning Certification status is protected by Certification Identification Number / ID and the Individual's last name). In such situations, EITCI will provide the information in its possession and will depend on an Individual to periodically verify that such information is correct. EITCI shall have no liability for providing incorrect information to third parties in response to a proper request to verify an Individual's Certification status. Such processing may include transfer of information outside of a country. EITCI reserves the right to use any all technologies and methods for verifying the identity of Certification candidates. Such technology may include, without limitation, personally identifiable information, challenge questions, identification numbers, photographic information, and other measures to protect against fraud and abuse.

7. Assignments

An Individual may not assign any rights, licenses or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

8. Miscellaneous

8.1. Waiver and modification

An Individual waives any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. An Individual agrees that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either of parties to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by both an Individual and EITCI.

8.2. Severability

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

8.3. Survival

Sections 3 and 5 shall survive termination of this Agreement.

8.4. Controlling law and jurisdiction

This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of Belgium, without regard to its conflicts of laws provisions. Unless otherwise waived by EITCI at its sole discretion, the exclusive jurisdiction and venue of any action arising out of or relating to this Agreement shall be appropriate court in Brussels, Belgium. Both and Individual and EITCI submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action, and specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

8.5. Entire Agreement

This Agreement constitutes the entire Agreement between an Individual and EITCI with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings or Agreements, written or oral, regarding such subject matter.

8.6. Notices

All notices sent or required to be sent shall be in writing or by e-mail to the other party at address for the other party set forth below, or such other address as is provided in writing or via e-mail to the other. It shall be an Individual's sole responsibility to ensure that EITCI has his current address.

By signing this Agreement an Individual hereby represent to EITCI that he has read and understood the terms of this Agreement and is 13 years of age or older and acknowledges that EITCI is relying upon such representations in granting Certification. This form is for use only by Individual Certification candidates not delivering this Agreement electronically. Individuals submitting this Agreement via facsimile transmission or mail should clearly print personal information and sign below as indicated (invalid submissions will delay Certification procedures).

Legal name _____ Personal ID _____ Email _____

Address, Postal code _____ City, Country _____ Phone _____

Individual's signature _____ Date _____

In case of Individual's age under 18, parent or legal guardian must countersign this Agreement:

Parent or legal guardian signature _____ Date _____ Parent or legal guardian printed name _____

PRINT PERSONAL INFORMATION CLEARLY