

Contract for Recognition of a Training Provider Contract



between

International Requirements Engineering Board (IREB) e.V.

Hofmannstraße 11
DE-91052 Erlangen, Germany

represented by Chairperson Christine Rupp

hereinafter referred to as "IREB"

and

<Company name & legal form>

<Street>
<Zip-City>

Represented by <First name Last name>, <E-Mail>

hereinafter referred to as "Training Provider"

The parties conclude the following Contract:

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1. Preamble

IREB e.V. owns the syllabus for the “Certified Professional for Requirements Engineering” certificate.

The “Certified Professional for Requirements Engineering” certificate confirms that the holder¹ possesses knowledge of requirements engineering that can be applied in practice.

This Contract covers the procedure by which IREB formally recognizes a Training Provider as a company conducting basic and advanced training within the framework of the “Certified Professional for Requirements Engineering” Model in Public Training Courses or in Customer-Specific Training Courses. This Contract is not an agreement on the proprietary and trademark rights to the above certificate.

2. Definitions of terms

“Certified Professional for Requirements Engineering” Model: Internationally standardized certification programme for training and Certification in the field of requirements engineering.

International Requirements Engineering Board: Sponsor of the certification programme entitled “Certified Professional for Requirements Engineering” Model. The board defines and maintains syllabuses, test contents and associated processes and rules.

Customer-Specific Training: An organizational form of training in which a company enters into an agreement with a Training Provider for the provision of training services exclusively for employees of that company.

PC-Based Test (synonym: PC-Assisted Online Test Procedure): A computerized Test which is conducted exclusively at test centers licensed by the Certification Body and for which candidates must be present on site to take the test. In this test, the Certification Body ensures that suitable IT infrastructure, including test software, is available to conduct the on-site test at a test centre. (A test monitor from a licensed test centre has on-site authorization to check compliance with the requirements for a suitable test room as described in PP-102 and to grant ad hoc approval for the examination to be held.)

Test: Method or procedure for testing a person’s knowledge and skills in a certain field. Tests can be conducted conventionally in writing ,or as PC-Based Tests.

Public Training: An organizational form of training in which a training course is open to the public. In this case, an individual agreement is typically entered into between a participant in the training course and the Training Provider.

Training Provider: Company that conducts training courses in conformity with a syllabus stipulated by IREB and that is duly recognized by IREB.

Certification (of a person): Determining and confirming by way of certificate that a person has passed the Test associated with a given certification level.

¹ No gender distinctions are made in this agreement.

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Certification Services: The services of the Certification Body as governed by Clause 3 of this Contract.

Certification Body: A company that arranges and conducts Tests within the framework of the “Certified Professional for Requirements Engineering” Model in conformity with the test setup stipulated by IREB, that Certifies the participants, and that is contractually authorized by IREB to do so. The Certification Body ensures that its processes conform to the international standard DIN EN ISO/IEC 17024:2003 “General requirements for bodies operating certification systems of persons”.

3. Subject matter of the Contract

- 3.1 IREB formally recognizes the Training Provider in accordance with Clauses 4 and 5 of this Contract as authorized to provide training for the following certification model in the name of IREB:
- Certified Professional for Requirements Engineering

4. Services rendered by IREB on behalf of the TRAINING PROVIDER

IREB agrees to render the following services on behalf of a duly recognized Training Provider:

- 4.1 To name the Training Provider on the IREB website and provide a link there for same. The contents of the marketing page follow a format predefined by IREB and will be provided to IREB by the Training Provider;
- 4.2 To provide advertising material (IREB flyer) with possibility of personalization (folded or unfolded);
- 4.3 To allow use of the IREB logo;
- 4.4 Press work;
- 4.5 Certificate of Recognition for the calendar year;

5. Obligations of the TRAINING PROVIDER to IREB

On signing this Contract, a Training Provider agrees as follows.

- 5.1 To have read and understood the syllabus.
- 5.2 To carry out Public or Customer-Specific Training in such a way that after a Training Course a participant is able to pass a Test aimed at Certification, which is conducted by a Certification Body authorized by IREB.
- 5.3 The syllabus of the “Certified Professional for Requirements Engineering” Model stipulates the division of the theoretical and practical material for each certification level and the periods of time for covering this material. In its Training Courses, the Training Provider agrees to devote at least the times defined in the syllabus for covering the various subject areas in the syllabus.
- 5.4 The Training Provider agrees to pay a yearly recognition fee. The yearly period is the calendar year.

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- 5.5 The Training Provider agrees to refer to the website of IREB in at least one place on its Internet website.
- 5.6 The Training Provider agrees to report the number of Public or Customer-Specific Training Courses it carried out in accordance with the "Certified Professional for Requirements Engineering" Model in a calendar year if IREB so requests.

6. Impartiality

IREB agrees not to favor, give prominence to, or recommend preferentially any of the recognized Training Providers, their training courses or trainers, or in any other way create unfair competitive advantages.

7. Proprietary rights and rights of use

- 7.1 The Training Provider retains the proprietary rights to all training materials.

8. Remuneration; terms and conditions of payment

- 8.1 The Training Provider pays recognition fees to IREB. These fees are based on the number of training courses conducted per calendar year. A training course refers to an individual Public or Customer-Specific Training Course that allows a participant to take a Test to achieve a certification level under the "Certified Professional for Requirements Engineering" Model.
- 8.2 The following recognition fees are due per calendar year:
 - 8.2.1 If up to and including 10 training courses are conducted: € 1,000 (Euros)
 - 8.2.2 If up to and including 25 training courses are conducted: € 1,500 (Euros)
 - 8.2.3 If more than 25 training courses are conducted: € 2,500 (Euros)

9. Auditing rights

In case of doubt about the Training Provider's proper conduct of training or suspicions of other contractual violations on its part, IREB is authorized to have the Training Provider audited to determine its compliance with its obligations under this Contract. If notified in advance, the Training Provider agrees to allow an auditor to audit its training. The auditor agrees to maintain secrecy and is allowed to advise IREB of occurrences only to the extent that he deems them to be violations of the Contract. IREB bears the costs of the audit unless the auditor determines contractual violations on the part of the Training Provider, in which case the latter pays.

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10. Warranty

Not applicable

11. Liability

- 11.1 IREB's liability for damages or compensation, whatever the legal basis therefore, including amounts expended in anticipation, shall be limited as follows:
- 11.1.1 for damages resulting from threats to life and limb or health due to a negligent breach of duty on the part of IREB, or a willful or negligent breach of duty on the part of a legal representative, member or helper of IREB,
 - 11.1.2 for lack of a guaranteed condition or state (as defined in § 443 Civil Code) and
 - 11.1.3 for damages caused willfully or through gross negligence by a member, helper or legal representative of IREB.
- 11.2 If IREB violates a fundamental duty under this Contract in a case other than the ones named in Clauses 11.1.1 through 11.1.3 above, its liability is limited to typical contractual damages reasonably foreseeable at the time the Contract was concluded.
- 11.3 Any further liability for damages or compensation of amounts expended in anticipation is excluded. Liability under the Product Liability Act remains unaffected by the above provisions.
- 11.4 On concluding this Contract, IREB assumes that € 50,000 per claim, however at most € 200,000, except in cases of direct personal injury, are sufficient to cover the typical contractual damages reasonably foreseeable when the Contract was concluded, as described in Clause 11.2. If the Certification Body believes the above amounts would not cover the damage risk it faces, it shall point out this fact to IREB prior to signing the Contract, so that the parties can agree on a suitable way of covering the risk.

12. Term, termination

- 12.1 This Contract begins on 1 January <calendar year> in the calendar year in which it was signed. The term of the Contract is one year. The Contract shall be renewed automatically by one year unless it has been terminated with due notice of termination.
- 12.2 On giving three months' notice, either party is entitled to terminate the Contract at the end of the term as described in Clause 12.1.
- 12.3 Either party is entitled to terminate the Contract at any time on giving six weeks' notice if a serious breach of the Contract has been committed which makes the continuance of the Contract appear unreasonable, and this has not been remedied within an appropriate period, despite a written request to do so. The said entitlement assumes that consideration has been given to all circumstances of the individual case and to the interests of both parties to this Contract. The same holds true in the case of multiple breaches of this Contract, which, when viewed as a whole, make the continuance of the Contract appear unreasonable to the non-breaching party. The following situations in particular are deemed to be serious breaches of this Contract in the sense of sentence 1 of this Clause 12.3:

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- 12.3.1 If the Training Provider is more than 30 calendar days in arrears with payment of the fees due in accordance with Clause 8 and, despite being reminded to do so by IREB, fails to pay the fees within 15 calendar days of receiving the reminder (definitive receipt of payment by IREB);
 - 12.3.2 If the Training Provider violates IREB's proprietary rights;
 - 12.3.3 If the Training Provider registers a trademark or URL under the name "Certified Professional for Requirements Engineering" or the like on its own behalf without first consulting IREB;
 - 12.3.4 If the Training Provider breaches its duty to maintain secrecy or data privacy and harms IREB by doing so;
 - 12.3.5 If the other party suffers a financial collapse;
 - 12.3.6 If insolvency proceedings have been initiated for the other party or were dismissed for lack of assets; or
 - 12.3.7 If an entry in the Commercial Register has been applied for or made indicating the deletion or liquidation of the other party.
- 12.4 Notice of termination must be given in writing by means of registered letter. Fax or e-mail does not satisfy this formal requirement.
- 12.5 After termination, the Training Provider is required to remove all references and links to the IREB website. He must cease using the name IREB immediately.

13. Other provisions

- 13.1 This contractual relationship is governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and of international private law.
- 13.2 Erlangen is the exclusive legal venue for all disputes arising from or in connection with this Contract. IREB is also entitled to sue the Training Provider at any other legal venue.
- 13.3 Additional oral agreements and any changes and additions to this Contract must be rendered in writing to attain legal validity. This requirement also applies to the rescinding of this clause on the written form being mandatory.
- 13.4 If individual provisions of this Contract are or become partially or wholly invalid or cannot be executed as intended for legal reasons, this fact shall not affect the validity of the rest of the Contract. The parties to this Contract will then try to arrive at a legally effective provision resembling as closely as possible the ineffective provision and the objectives, procedures and rules of this Contract.

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14. Contractual penalties

14.1 The Training Provider shall be charged a contractual penalty of € 12,000 for each use of parts of this Contract in contracts to which IREB e.V. is not a party unless it first obtains explicit written permission for said use from IREB. The contractual penalty does not apply if the TRAINING PROVIDER can prove its innocence or if the parties consent to another form of compensation of equal value to be agreed upon.

Erlangen, <D. MMMM YYYY>

International
Requirements Engineering Board e.V.

Training Provider:

(Signature for IREB)

(Signature for Training Provider)

Christine Rupp

(Name of the signatory printed out)

(Name of the signatory printed out)

Chairperson of the IREB

(Function of the signatory printed out)

(Function of the signatory printed out)

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Annexes (documents legally applicable to this Contract)

DOC-101: CPRE-FL Syllabus

PP-102: Test Environment – Minimum Requirements, Guideline

Sample