

Certification Body Commissioning Contract Contract



between

International Requirements Engineering Board (IREB) e.V.

Hofmannstraße 11
DE-91052 Erlangen

represented by the Chairwoman Christine Rupp

hereinafter "IREB"

and

<Company name & legal form>

<Street>

<ZIP-City>

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

hereinafter "the Certification Body".

The Parties conclude the following Contract:

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1. Preamble

IREB e.V. is the owner of the syllabus for the “Certified Professional for Requirements Engineering” certificate.

The “Certified Professional for Requirements Engineering” certificate confirms that the holder possesses practical know-how pertaining to the subject of Requirements Engineering.

The object of this Contract¹ is the commissioning and licensing of the Certification Body by IREB for certification in accordance with the “Certified Professional for Requirements Engineering” model. This Contract does not represent an agreement pertaining to the copyright and trademark rights to this aforementioned certificate.

2. Definitions

“Certified Professional for Requirements Engineering” model: International standardised certification programme for training and certification in the field of requirements engineering.

International Requirements Engineering Board: responsible body for the certification programme “Certified Professional for Requirements Engineering” model. The Board defines and updates syllabuses, examination content and associated procedures and rules.

PC-based Examination (synonym: PC-based Online Test Procedure): an Examination which is computer based, but which is conducted in the form of an attendance examination exclusively in the examination centres licensed by the Certification Body. In this instance the Certification Body ensures that suitable IT infrastructure incl. examination software is available for the performance of an attendance examination at an examination centre. (An examination director of a licensed examination centre may check the local adherence to the specifications pertaining to suitable examination venues pursuant to PP-102, and may approve these for an Examination on an ad-hoc basis.)

Examination: Method or procedure used to ascertain the knowledge and capabilities of a person in a specific specialist field. Examinations may be held in conventional paper-based written form, or as a PC-based Examination / PC-based Online Test Procedure.

Training Provider: A company which offers training that conforms to a syllabus stipulated by IREB and which is recognised by IREB.

Certification (of a person): The ascertainment and certification that a person has successfully completed the Examination pertaining to the respective certification level.

Certification Performances: The performances stipulated in para. 4 of the Certification Body pursuant to this Contract.

Certification Body: Enterprise which organises, executes and holds Examinations within the framework of the “Certified Professional for Requirements Engineering” model in accordance with

¹ Copyright (©) to the present version¹ is held by the authors. Exploitation rights have been assigned to IREB. The work including all of its parts is protected by copyright. Exploitation – insofar as this is not expressly permitted by the German Copyright Act [Urheberrechtsgesetz (“UrhG”)] – is permitted only with the consent of the authorised persons. This applies in particular to reproductions, processing, translations, microfilming, storage and processing in electronic systems, public dissemination.

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an examination procedure stipulated by IREB, which handles the Certification of the participants and which is contractually authorised by IREB to perform such activities. The Certification Body guarantees that its processes are compliant with the international standard DIN EN ISO/IEC 17024:2003 "General requirements for bodies operating certification systems of persons".

3. Commissioning as Certification Body

This Contract concerns the rendering of the Certification Performances in **<Country>** at which the documents provided by IREB are used.

4. Object of the Contract

- 4.1 IREB commissions and licenses the Certification Body to render Certification Performances pursuant to para. 5 – in the name of IREB – for the following certification level(s):
 - o Certified Professional For Requirements Engineering – Foundation Level
- 4.2 IREB guarantees that no more than two Certification Bodies shall be licensed for a country.
- 4.3 The Certification Body may only deploy IREB examination questions and materials. The Certification Body undertakes actively to market the Certification Performances.

5. Certification Performances

5.1 Organisation of public Examinations

The Certification Body organises Examinations for the certification levels specified in para. 4.1. This entails in particular:

- 5.1.1 Administering the registrations submitted by the examination participants.
- 5.1.2 Providing and securing suitable premises for the Examinations at the examination venue pursuant to PP-102.
- 5.1.3 Registering the examination participants and administering the participant data.
- 5.1.4 Supporting the participants during the Examination and supervising the Examination.
- 5.1.5 Evaluating the Examination and disclosing the results to the participants at the latest within one week.
- 5.1.6 Issuing English-language certificates pursuant to TMP-102, and forwarding these to participants within four weeks.

5.2 Examination procedures and rules of procedure

The Certification Body shall deploy exclusively the examination questions presented to it by IREB. It is obliged to ensure the proper running of the examination in accordance with the respective applicable rules of procedure of IREB pursuant to PP-100 and PP-101.

IREB is entitled to amend or to update the rules of procedure wholly or in part with effect from 01 May and 01 October of each year. In this event the Certification Body shall be obliged to amend its processes and procedures accordingly at the latest within 3 months following receipt of the new version. In the event of contradictions between the respective valid rules of procedure and this Contract, the rules of procedure shall have precedence. If the switch to new rules of procedure

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entails unreasonable expense for the Certification Body, then the Certification Body shall have an extraordinary right to terminate the Contract pursuant to para. 16.3.

The execution and supervision of the Examination at the place of examination shall be performed (pursuant to the Examination Guidelines in accordance with PP-101 by a named, suitable, instructed examination director bound by a duty of confidentiality at the respective examination centre. The following shall apply: The Certification Body shall ensure that suitable infrastructure (in the case of PC-based Examinations incl. examination software) pursuant to PP-102 is made available for the execution of an attendance examination at the licensed examination centres, or shall check the suitability of an examination room at the place of examination and shall licence this for the duration of the Examination.

5.3 Conducting Examinations

- 5.3.1 Examinations of the Certification Body shall be held at the premises of the examination centres which are licensed by the Certification Body or in a room which an examination director at the examination centre that is conducting the Examination has checked in person in terms of adherence to the specifications pertaining to suitable examination venues pursuant to PP-102, and has documented this accordingly for the Certification Body.
- 5.3.2 Examinations that could be mistaken for the “Certified Professional for Requirements Engineering” model are not permitted.
- 5.3.3 Following training, the Certification Body is entitled to conduct further Examinations directly at the place of training for the training participants and possible further participants registered by the Training Provider. The Examinations shall be organised at the request of the respective Training Provider.
- 5.3.4 The Certification Body is obliged to conduct Examinations directly following a training course at the venue of the of the respective training course in <Country>, insofar as the Training Provider wishes this and the minimum number of 6 examination participants per examination date is achieved.
- 5.3.5 Furthermore, the Certification Body shall be obliged in the cases specified below under 5.3.5.1 to 5.3.5.3, at the request of IREB to hold Examinations in Europe at the venue of the respective event if the minimum number of 6 examination participants has been registered.
 - 5.3.5.1 Following a conference, congress or similar specialist event expressly named by IREB.
 - 5.3.5.2 Following the provision of free courses in the university and non-commercial field covering the material of the “Certified Professional for Requirements Engineering” model (reduced fee per student of no more than 50% of the regular fee following the training).
 - 5.3.5.3 In-house Examinations in companies which are supporting IREB members.

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5.4 Inspection

The examination participants must be given the opportunity to inspect the examination results at the head offices of the Certification Body or online in an examination centre pursuant to PP-100. The examination participants should, if possible, be permitted to inspect copies from the files. Examination questions may not be copied. The Certification Body may make this data inspection conditional upon payment of an administrative fee to be determined by the Certification Body. The fee may not exceed the incurred costs.

5.5 Examination fees

The Certification Body may impose an examination fee on the examination participants. For this purpose, it must first draw up a schedule of fees and must publish this on its website. The schedule of fees must be handed out to examination participants or interested parties upon request. Further costs for examination participants or costs for the Training Provider may not be imposed. Students shall pay 50% of the regular fee for each Examination.

5.6 Certificates

Once the Examination has been successfully completed, the Certification Body shall issue the examination participants a certificate. The text and design of the certificate must correspond to the sample certificate enclosed in TMP-102.

The Certification Body shall administer and archive all data relating to examination participants, Examinations, exam results and issued certificates which are needed to document the completed Examinations and issued certificates, and if necessary to check the participation criteria for further Examinations.

The Certification Body shall recognise exclusively the following certificates as participation preconditions for its in-house Examinations:

- examination certificates issued by other Certification Bodies commissioned by IREB
- certificates expressly deemed to be equivalent by IREB.

For the purpose of checking the participation preconditions, the Certification Body may obtain information from the Certification Body which has issued the certificate. The Certification Body shall itself correspondingly reply without delay to corresponding enquiries submitted by other Certification Bodies pertaining to the validity/authenticity of certificates on the basis of the archived examination data.

The Certification Body shall at the request of examination participants who possess valid CRE certificates issued by ASQF replace these free of charge by current certificates.

5.7 Fees for the issue of certificates

The Certification Body may charge the examination participants a fee for issuing the certificate or duplicate. For this purpose, it must first draw up a schedule of fees and must publish this on its website. The schedule of fees must be handed out to examination participants or interested parties upon request.

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6. Neutrality

The Certification Body shall not favour any of the recognised Training Providers, training or trainers, nor shall it highlight or particularly recommend these or by any other means distort the competitive environment. Pursuant to DIN ISO/IEC 17024(2003), § 4.2.5, it shall not offer any training itself, it shall not act as a Training Provider, and it shall not participate in Training providers either directly or indirectly, in a concealed or open manner in any possible form.

7. Publication of examination dates

- 7.1 The Certification Body shall continuously publish its dates for public Examinations on its website – in each case at least four weeks prior to the performance of an Examination. Insofar as possible, it shall also publish these dates in its mailings and other marketing media. Lists shall be drawn up in accordance with the examination date. The following minimum data must be specified in each case: time and place (with complete address) of the Examination, registration deadline for the Examination, registration formalities.
- 7.2 The Certification Body may also publish dates for the Examinations which it conducts following training courses. In this event, it must list all of the Examinations registered with it by the Training Provider for publication – in each case without delay following registration. In addition to the aforementioned data, the following must also be specified: Training Provider (with name, web link and logo), including details of the previous training, time, place, topic, registration formalities.

8. Publication of training dates

The Certification Body may publish the dates of IREB-recognised training courses, insofar as the Training Provider reports these to it for publication. It shall then be obliged to publish all training courses or to discontinue the publication. The list shall be broken down pursuant to the certification level (foundation level and other levels) in alphabetic sequence in accordance with the company name of the Training Provider. In each case, the following minimum data pertaining to the Training Provider must be provided: company name, address, link on the website as well as company logo.

9. Transmission of market data and evaluation of the examination questions to IREB

The Certification Body is obliged to forward to IREB, on each occasion 10 days following the end of the quarter, the following minimum data pertaining to the Certifications performed through it in the contractual territory as well as using the IREB examination questions outside the contractual territory:

- number of examined individuals (examination participants at each certification level)
- number of certified individuals (successful Examinations or certificates at each certification level)
- current pass rates

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- in each case, also following sub-examinations/overall examinations, broken down for certification levels in which several sub-examinations are possible
- for each certification: date, certificate holder (forename, surname, address, company), certification level
- in anonymised form: evaluations of each examination question

10. Confidentiality, data protection

- 10.1 The Certification Body undertakes to handle all documents, data or information received from IREB, Training Providers, other Certification Bodies, customers, examination participants or other bodies within the framework of this Contract, irrespective of whether these are in electronic form or in paper form ("data"), in a strictly confidential manner and to protect this from being accessed by third parties who are not directly involved in the examination system. The Certification Body shall impose the same obligations upon its employees or representatives. The Certification Body shall forward such data only to such persons who have likewise entered into the same undertakings in writing.
- 10.2 Exempted from this are only such documents which are explicitly designated as "public" or which have already been published at the time of the handover (e.g. on the IREB website).
- 10.3 The Certification Body and its employees are obliged to observe data protection regulations. All data qualified as personal data which the Certification Body receives from a Training Provider or from examination participants for the purpose of conducting the examination may be used only for examination purposes and for issuing, administering and recognising certificates.
- 10.4 The Certification Body shall obtain corresponding statutory data protection declarations of consent from the examination candidates at the time of registration in written or digital form, and shall archive these. These declarations of consent must also comprise the forwarding of data to IREB agreed in para. 9 of this Contract
- 10.5 Conformity with processes and standards

The Certification Body adheres to the procedural rules of the IREB in the respective current released version. Furthermore, the Certification Body guarantees that its processes comply with the international standard DIN EN ISO/IEC 17024:2003 "General requirements for bodies operating certification systems of persons".

The Certification Body shall document and demonstrate to IREB that it properly implements these requirements. IREB shall check this documentation. Following the release of the documentation by IREB, the Certification Body may begin its work. IREB may audit the Certification Body once per annum, subject to corresponding prior notification.

The Certification Body shall be responsible for adherence to the rules and procedural regulations within its sphere of influence.

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11. Copyright and utilisation rights

- 11.1 For the purpose of marketing and rendering the Certification Performances, IREB shall grant the Certification Body a non-exclusive, non-assignable right of utilisation to the presented IREB documents, limited to the duration of this Contract. The utilisation right shall be limited to contractual utilisation pursuant to this Contract.
- 11.2 IREB shall make the licensed examination questions available in digital form as word or PDF document.
- 11.3 The prior written consent of IREB must be obtained for a translation (e.g. into the English language). The translation may be used only once this has been approved by IREB. The utilisation right to the translation shall lapse at the time of the end of the utilisation right to the German version. The approval of the translation shall be granted subject to the condition that IREB is granted a simple utilisation right to the translation for use within the framework of its responsibilities. Any forwarding to other Certification Bodies may be performed only with the consent of the Certification Body, which shall then be entitled to claim remuneration for the cost of translation. Examinations in which translated materials of IREB are deployed shall be considered equivalent to German-language Examinations and shall be settled pursuant to TMP-102.
- 11.4 All copyright as well as all exploitation rights to the documents of IREB shall be retained by IREB, insofar as these have not been expressly assigned.
- These documents include in particular, but not exclusively:
- the present IREB Certification Body Commissioning Contract
 - examination questions and sample solutions approved by IREB
 - syllabuses approved by IREB
 - procedural descriptions and sample certificates pursuant to the Appendices which have been approved by IREB
- 11.5 All copyright and utilisation rights to documents of a Training Provider, such as participation documents, course director documents and support materials, exercises, examples, charts, software programs, etc. shall be retained by the Training Provider.

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12. Remuneration and terms and conditions of payment

12.1 The Certification Body shall pay royalties to IREB. These shall be calculated on the basis of the number of Examinations pertaining to the object of the Contract (Examination of an examination participant, irrespective of the result of the examination, irrespective of the certification level, irrespective of the examination venue) conducted annually by the Certification Body using guidelines and/or examination questions of IREB.

12.1.1 One-off fixed royalty of EUR 5,000.- (in words: five thousand euros), payable in advance prior to the start of the Contract, and subsequently in each case prior to each extension period on the same calendar date; this comprises 100 individual examination during the respective contractual period.

In respect of the 101st and each further individual examination conducted during the respective contractual period (pursuant to para. 16.1), a royalty of 25% of the examination fee charged to the examination participants pursuant to the schedule of fees of the Certification Body, although at least EUR 50.- (in words: fifty euros), in the case of reduced-price Examinations for students at least EUR 25.- (in words: twenty five euros). The Certification Body shall draw up a settlement on each occasion within 10 calendar days after the end of a quarter, and shall forward this to IREB. Following receipt of the invoice from IREB, the royalties due must be remitted to IREB within 10 calendar days.

13. Control rights

In the event of doubts about the proper settlement or in the event of other suspected contractual violations by the Certification Body, the IREB shall be entitled to cause the entire accounting records and all other business records to be audited by an independent auditor, tax advisor or certified public accountant (hereinafter called "the Auditor") in order to ascertain whether the settlement was drawn up correctly. The Certification Body is obliged to grant the Auditor access to all business premises and to all documents and electronic directories, by prior contracts. The Auditor shall be bound by a duty of confidentiality, and may report to IREB only to the extent and in respect of such matters which he deems to constitute breaches of contract. The cost of the audit shall be borne by IREB, or by the Certification Body insofar as the Auditor has ascertained contractual breaches.

14. Warranty

Not applicable

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15. Liability

- 15.1 IREB shall be liable, irrespective of the legal grounds, for compensation or the reimbursement of expenditure incurred to no avail to the full amount only
- 15.1.1 in respect of losses derived from mortal injury, physical injury or health impairment resulting from a negligent breach of duty by IREB or in the event of a willful or negligent breach of duty by a statutory representative or member or a vicarious agent of IREB,
- 15.1.2 in the event of the absence of a guaranteed characteristic (within the meaning of § 443 of the German Civil Code ["BGB"]) and
- 15.1.3 for losses which IREB or a member or a vicarious agent or statutory representative has caused willfully or through gross negligence.
- 15.2 In the event of the breach of a significant contractual duty, IREB shall be liable – if none of the cases specified under paras. 15.1.1 to 15.1.3 has occurred – only to the extent limited to the contractually-typical losses reasonably foreseeable at the time of the conclusion of the Contract.
- 15.3 All further liability for damages or compensation for expenditure incurred to no avail shall be excluded. Liability under the German Product Liability Act shall however remain unaffected.
- 15.4 At the time of the conclusion of the Contract it is the assumption of IREB that EUR 50,000.- per claim, although totaling a maximum of EUR 200,000.-, shall be sufficient – with the exception of direct injury to persons – to cover the contractually-typical losses reasonably foreseeable at the time of the conclusion of the Contract pursuant to para. 15.2 which would need to be compensated. If the Certification Body is of the view that the loss risk to which it is exposed is not covered by the aforementioned sums, then it shall report this to IREB prior to the conclusion of the Contract, in order to enable the Parties to agree a reasonable level of cover for the risk.

16. Duration, termination

- 16.1 The Contract shall commence on **<Start Date>**, or in the absence of particular stipulation, at the time of its signing. The duration is 3 years. The Contract shall be extended in each case by 3 years, insofar as it is not terminated within the specified notice period.
- 16.2 The Contract may be terminated by either Party, subject to a 6-month period of notice effective as at the end of the duration pursuant to para. 16.1.
- 16.3 The Contract may be terminated by either Party at any time, subject to a 6-week period of notice, if a serious contractual breach has been committed which, taking all of the aspects of the individual case into account and considering the interests of both contracting Parties, means it appears unreasonable for the Contract to be continued, and which despite a corresponding written warning is not corrected within a reasonable period. The same shall apply in the event of several contractual breaches which in their entirety make it appear unreasonable for the Contract to be continued for the respective other Party. A serious contractual breach within the meaning of Sentence 1 of this para. 16.3 shall be deemed in particular to constitute:

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- 16.3.1 If the Certification Body falls more than 30 calendar days into arrears with the payment of the royalties due pursuant to para. 12, and if it also fails to pay this sum after a further warning by IREB within 15 calendar days of receipt of the warning (receipt of payment by IREB is relevant);
 - 16.3.2 If the Certification Body breaches the copyright of IREB, specifically if it uses the information and documents with which it has been provided for purposes which extend beyond the utilisation authority which it has been granted;
 - 16.3.3 If the Certification Body registers a trademark or an URL in its own favour in the name of "Certified Professional for Requirements Engineering" or similar, without consulting with IREB;
 - 16.3.4 If the Certification Body breaches its confidentiality or data protection obligations, and thereby causes IREB to suffer a loss;
 - 16.3.5 If the respective other Party suffers financial collapse;
 - 16.3.6 If insolvency proceedings are initiated against the respective other Party, or if such proceedings are rejected on the grounds of an insufficiency of assets, or
 - 16.3.7 A deletion or liquidation of the respective other Party in the Commercial Register has been formally requested or recorded
- 16.4 The termination must be made in writing by means of a registered letter. Fax or e-mail communications do not meet this formal criterion.
- 16.5 Following termination the Certification Body must without delay forward all market data to IREB pursuant to para. 9.

17. Miscellaneous

- 17.1 The contractual relationship shall be governed by German law, subject to the exclusion of the UN Sales Convention and subject to the exclusion of international private law.
- 17.2 The exclusive place of jurisdiction for all disputes arising out of or associated with this Contract is Erlangen, Germany. IREB may also sue the Certification Body before any other statutory place of jurisdiction.
- 17.3 Oral ancillary agreements, contractual amendments and supplements must be made in writing in order to be valid. The same applies to the lifting of this written form clause.
- 17.4 Should any of the individual provisions contained in this Contract be or become wholly or partially invalid, or if these cannot be executed in the intended manner for legal reasons, then this shall not affect the validity of the remaining parts of this Contract. The contracting Parties shall endeavour to reach a legally effective arrangement which approximates as closely as possible to the invalid provision and to the objectives, procedures and rules of the Certification.

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18. Contractual penalties

- 18.1 Insofar as examination questions from the sphere of responsibility of the Certification Body reach third parties without the explicit written consent of IREB, a contractual penalty of EUR 500.- per question shall be imposed in each individual case. Excluded from this is the presentation of the questions within the framework of an Examination on the basis of this Contract, insofar as the questions are collected once again at the end of the Examination and no questions are retained by the examination candidates. The contractual penalty shall be waived if the Certification Body is able to demonstrate that it was not at fault.
- 18.2 For each utilisation of parts of the present Contract by the Certification Body in legal agreements in which IREB e.V. is not involved as a contracting party without the explicit written approval of IREB, a contractual penalty of EUR 12,000.- per individual case shall be incurred. The contracting penalty shall be waived if the Certification Body is able to demonstrate that it was not at fault or if the Parties agree other compensation of comparable magnitude.

Erlangen, <DD MMMM YYYY>

International
Requirements Engineering Board e.V.

Certification Body:

(signature of IREB)

(signature of Certification Body)

Christine Rupp

(name of the undersigned in capital letters)

(name of the undersigned in capital letters)

Chairman of the Requirements Engineering Board

(function of the undersigned in capital letters)

(function of the undersigned in capital letters)

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Appendices (other valid documents)

- PP-100: Test Foundation Level, Procedure
- PP-101: Examination, Guideline
- PP-102 Test Environment – Minimum Requirements, Guideline
- TMP-102: Certificate, Template