



Application for the Granting of Recertification

PR-08

This shortened recertification application applies **only to persons already certified by certcouncil.eu**. For the recertification of a certificate issued by another certifier, the full application for certification must be completed.

Certificate number	
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Dear Sir or Madam,
I hereby apply,

PLEASE WRITE LEGIBLY

Surname		First name	
Date of birth		Place of birth	
Profession/studies		Degree / title	
Telephone number		Mobile number	
Fax number		E-mail address	
Postcode / town		Street & no.	
Other			

I declare that

- ☐ I have no criminal record.
- ☐ no criminal investigation by the public prosecutor's office is pending against me.
- ☐ I have been convicted with final and binding effect of the following offence(s):

- ☐ I am under investigation for the following offence(s):

At the same time as this application (offer), I request confirmation of the following agreement. The agreement shall take effect upon acceptance of the application and countersignature (acceptance) by certcouncil.eu.

CERTIFICATION AGREEMENT

The contracting parties EUROPEAN CERTIFICATION COUNCIL B.V. – certcouncil.eu and the applicant as named on page 1 hereby agree as follows:

The applicant has applied to the certification body for certification. Provided that the certification body is in possession of a complete application and admission to the examination is granted, the following agreement governs the course of the examination procedure and lays down the certification conditions for the contracting parties. Furthermore, the certification conditions for the term of the certification are laid down.

I. Commencement and duration of the agreement

Once suitability has been established and a complete application has been submitted, this agreement shall enter into force upon its signature by the certification body and shall end upon expiry of the certification period, upon the lapse of the certification or upon its withdrawal, without the need for notice of termination.

II. Examination procedure

- a) The certification examination is governed by the valid certification conditions in the field specified on page 1 of this document under Cert-Code, in accordance with the certification rules of EUROPEAN CERTIFICATION COUNCIL B.V. – certcouncil.eu. The certification rules include in particular the associated normative documents and the field-specific Examination Regulations.
- b) Certification is granted if the applicant, by successfully passing the review by the certification body, has demonstrated his/her ability to provide services in the examined certification area and there are no concerns regarding the applicant's suitability and integrity.
- c) If the applicant does not pass the certification examination, he/she must inform the certification body within a period of 3 months after notification of the examination result whether he/she wishes to take part in a resit examination. He/she must have sat the resit of the failed part(s) of the examination no later than one year after the date of the examination. If the applicant does not wish to take part in the resit examination or also fails the resit examination, this agreement ends at that point in time without the need for notice of termination and without either of the contracting parties being able to derive any further rights therefrom.
- d) The applicant undertakes to the certification body to pay an examination fee for conducting the certification review or a resit examination. The amount and the payment terms of this examination fee are governed by the price list for certification applicable at the time.

III. Certification

- a) The certificate is, as a matter of principle, issued by the certification body for a limited period. The period of validity is stated on the certificate. The period of validity depends on various factors laid down in the associated normative document and in the associated Examination Regulations. The certification period is shortened if a shorter time limit is set by the certification body.
- b) As proof of his/her certification, the applicant receives from the certification body a certificate and a stamp attesting to the certification. The certificate and stamp remain the property of the certification body and must be returned to it without being requested if the certification lapses or is withdrawn. Loss of a stamp will be invoiced at €75.00 per stamp.
- c) In the performance of his/her services and tasks, the applicant undertakes to carry them out conscientiously, reputably and always in accordance with applicable regulations, ordinances and laws as well as with the certification conditions on which this agreement is based, and to exercise the necessary care.
- d) The certification body is entitled to withdraw the certification with immediate effect in the following cases:
 - loss of the applicant's personal suitability and/or legal capacity
 - objections/deficiencies in the course of surveillance by the certification body
 - serious or repeated breach of the certification conditions(The withdrawal must be notified in writing and reasons must be given)
- e) In a less serious case, the certification body may, instead of withdrawal, impose a temporary suspension of the certification. During the period of suspension, the applicant is prohibited from referring to his/her certification and from using the certification stamp. A breach of these conditions entitles the certification body to carry out the final withdrawal of the certification.

IV. Surveillance procedure

- a) For the duration of his/her certification, the applicant is subject to surveillance by the certification body with regard to the certification governed herein.
- b) Surveillance is governed by the certification conditions in the field applicable at the time.
- c) The certification body is entitled at any time, by appointment, to satisfy itself by means of suitable surveillance measures that the certification conditions are being complied with. At the certification body's discretion, surveillance may take place by way of a written surveillance procedure (e.g. review of expert reports, work samples etc., continuing professional development measures, quality optimisation measures etc.) or by an inspection carried out in person by examiners on site. As a matter of principle, written surveillance is to be preferred. The applicant undertakes to provide the certification body without delay and in full with the records and documents requested in the course of such surveillance measures.
- d) The frequency and scope of surveillance are governed by the certification conditions in the field applicable at the time. Notwithstanding this, the certification body may carry out surveillance for a specific reason at any time.
- e) The applicant undertakes to pay the fees for surveillance and for the surveillance assessment in accordance with the price list for certification applicable at the time.

V. Recertification

If the applicant wishes to continue the certification beyond the certification period (term of the certification), he/she must apply to the certification body for recertification, observing a period of three months before expiry of the term of the certificate. Such a new certification is granted in accordance with the certification conditions valid at that time. The examination and the fees for recertification are governed by the current documents. If the applicant is granted a new certification, this agreement is extended by the period of the new certification term.

VI. General provisions

- a) As long as certification has not yet been granted to him/her, the applicant is entitled to withdraw from this agreement at any time with immediate effect without giving reasons. In this case, a refund of the application fee is not possible.
- b) After the certification has been granted, the applicant is entitled to terminate this agreement by giving two months' notice to the end of the year.

- c) Such termination entitles the certification body to declare the withdrawal of the certification as of the date of termination. Termination does not release the applicant from payment of the surveillance fees incurred for the year of termination.
- d) The certification body is entitled to terminate without notice if the certification is withdrawn pursuant to Section III., the applicant ceases making payments, or bankruptcy or insolvency proceedings are instituted in respect of the applicant's assets.
- e) The liability of the certification body for claims for damages by the applicant arising from fault in the conclusion of the contract (culpa in contrahendo), breach of ancillary contractual obligations and tort is excluded, unless such claims are based on intent or gross fault; this applies to the same extent to the certification body's agents and vicarious agents.
- f) The certification body keeps an up-to-date register of the experts it has certified and makes it available to the public via various media and on request. By concluding this agreement, the applicant consents to the storage of all of his/her personal data without which certification is not possible. This consent also applies beyond the term of this agreement. Accreditation of the certification body with a national accreditation body is not a prerequisite for the validity of this agreement and of the certification (cf. Higher Regional Court (Oberlandesgericht, OLG) Köln – 26 U 9/15).
- g) Upon termination of this agreement, the applicant must return the stamp provided to him/her by the certification body and the certificate without delay. In addition, he/she is obliged to cease any reference to a certification and to refrain from making any such reference in future.
- h) The courts at the registered office of the certification body have jurisdiction over all disputes arising from this agreement.
- i) The invalidity of any provision of this agreement shall not affect the remaining content of the agreement. The invalid provision shall be replaced by the provision deemed agreed that comes closest to the purpose of the invalid provision.
- j) Additions and amendments to the agreement must be made in writing. This also applies to any amendment of the written-form requirement. No ancillary agreements have been made.
- k) The following form part of this agreement:
 - the Examination Regulations of certcouncil.eu valid at the time for the named field
 - the current Schedule of Prices and Services of certcouncil.eu

By his/her signature, the applicant confirms that he/she has received the aforementioned documents and taken note of them. The applicant will be informed by the certification body of changes to certification conditions, relevant documents and current price lists. The applicant further consents to the certification body keeping general contract, billing and performance data in a database and publishing these in accordance with the certification conditions.

In legal terms, this application constitutes an offer; the countersignature and invoicing constitute the legal acceptance.

Place & date of application	Place & date of acceptance of the application Aachen/Berlin, on
Signature of the applicant	Stamp & signature of the certification body

Enclosures to be attached:

- A summary of the content of the further training completed, stating the teaching units
 - Submission of at least 3 pieces of expert work per year of validity of the certificate
 - Police certificate of good conduct (not older than 3 months at the time of application)
- **All required documents must be uploaded together on the same day!**