

# EITCI Certification Licensee Accreditation Agreement

Accreditation ID: EITCI-AID-PL-11080001-1  
Accreditation issue date: 6th November 2008  
Accreditation validity date: 6th November 2013  
Accredited Licensee ID: EITCI-LID-PL-11080001

Terms and conditions for external services provider applying for Certification Licensee  
Accreditation issued by European Information Technologies Certification Institute ASBL  
Avenue des Saisons 100-102, bte 30, 1050 Brussels, Belgium, hereinafter referred to as EITCI.



## 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 (hereinafter also referred to as Certification Programmes).
- 1.3. "EITCI Accredited Certification Licensee" means an external services provider party which is signing this Agreement (hereinafter also referred to as Certification Licensee) and which has successfully met all the requirements for accreditation of provision under EITCI license of commercial services required for obtaining certifications by third parties under EITCI Certification Programmes, as set forth in Section 4.
- 1.4. "EITCI Certification Licensee Accreditation" is an EITCI issued accreditation with a supplement (herein also referred to as Accreditation), granted to an external services provider to confirm its status of EITCI Accredited Certification Licensee, on a basis of successfully meeting the requirements as set forth in Section 4 as verified in course of a relevant EITCI Certification Licensee Accreditation Audit.
- 1.5. "EITCI Certification Licensee Accreditation Audit" means an audit performed in order to verify whether the candidate for Certification Licensee fulfills requirements for a specific Accreditation.
- 1.6. "EITCI Accredited Certification Licensee Accreditation Auditor" means EITCI or a third party holding EITCI accreditation enabling it to perform valid EITCI Certification Licensee Accreditation Audits.
- 1.7. "EITCI Accredited Certification Licensed Region" in short Licensed Region, means a geographical region to which validity of a granted EITCI Certification Licensee Accreditation is limited to (and the only region in which the Certification Licensee is permitted to provide under EITCI license the commercial services for obtaining certifications by third parties under relevant EITCI Certification Programmes).
- 1.8. "EITCI Accredited Certification Licensed Programmes" in short Licensed Programmes, mean specific set of EITCI Certification Programmes to provision of which the Accreditation is limited (and the only Certification Programmes under which the Certification Licensee is permitted of provision within the EITCI license of commercial services for obtaining EITCI Certifications by third parties).

## 2. EITCI Accredited Certification Licensee

This Agreement is signed by the EITCI Accredited Certification Licensee that commits to follow herein described terms and conditions in order to obtain and hold EITCI Certification Licensee Accreditation (the Accreditation is issued by EITCI under terms and conditions of this Agreement).

- 2.1. Identification of the EITCI Accredited Certification Licensee  
*CompSecur sp. z o.o.*  
*Pilsudskiego 74*  
*50-020 Wrocław, Poland*  
Accredited Licensee ID: EITCI-LID-PL-11080001

## 4. EITCI Certification Licensee Accreditation

- 4.1. EITCI Certification Licensee Accreditation requirements  
In order to become EITCI Accredited Certification Licensee, an external services provider must meet the minimum requirements of the relevant Certification Programme, which are tested in course of the EITCI Certification Licensee Accreditation Audit performed by an EITCI Accredited Certification Licensee Accreditation Auditor. If the performed Audit proves that an external services provider meets these requirements, the external services provider is granted with the EITCI Certification Licensee Accreditation in scope of its audited capabilities of provision under EITCI license of commercial services for obtaining certifications by third parties under EITCI Certification Programmes (the Audit and Accreditation are limited to a specific region and scope of EITCI Certification Programmes determined by a Licensed Region and Licensed Programmes sets). EITCI Certification Licensee Accreditation guidelines (taking into account proper handling of Certification Programme requirements, including pre-requisites for Certification, training recommendations, testing, candidate conduct policies, recertification and reaccreditation requirements and other) are available on the EITCI website at <http://www.eitci.org>.
- 4.2. EITCI Certification Licensee Accreditation scope and license fees  
Scope of the EITCI Certification Licensee Accreditation is defined by the EITCI and the EITCI Certification Licensee Accreditation Audit, being reported precisely on the relevant Accreditation Certificate matching the serial number at the top of this Agreement and granted to the same EITCI Accredited Certification Licensee. The EITCI Accredited Certification Licensee can offer commercial services under EITCI license required for obtaining certifications by third parties under EITCI Certification Programmes only in the Licensed Region and only limited to specific Licensed Programmes (as reported on the relevant matching Accreditation Certificate). For each sold EITCI Certification Programme, the Certification Licensee will pay EITCI a license fee of 25% the certification price value (the minimal price values of EITCI Certification Programmes for specific regions are available on the EITCI website at <http://www.eitci.org>), unless EITCI specifies (by means of an additional written agreement) special, lower license fees rates applying for noncommercial projects. Any externally provided services addressed to EITCI Certification Programmes, which were provided by a third party not holding the EITCI Certification Licensee Accreditation may constitute a breach of EITCI intellectual property rights, and may be legally reported and prosecuted.
- 4.3. EITCI Certification Licensee Reaccreditation requirements  
As EITCI reserves the right to change the Certification Programme without cause or notice (with such changes possibly including, without limitation: adding or deleting available Certifications and modifying certification requirements, recommended training courses, testing objectives, outlines and exams), in a case of change of a relevant Certification Programme, the EITCI Certification Licensee Accreditation Audit must be repeated to account compliance of the Certification Licensee provided services with introduced modifications in the course of a reaccreditation procedure (the procedure involves simplified Audit to account only the Certification Programme modifications, without the need to repeat the whole auditing procedure).
- 4.4. EITCI Certification Licensee Accreditation revocation  
EITCI may at its sole discretion revoke any and all Accreditations that have been granted to Certification Licensee, or permanently ban a Licensee from obtaining future Accreditations, particularly:  
a) If a Licensee fails to comply with any reaccreditation requirements; b) If a Licensee breaches the terms and conditions of this Agreement; c) If EITCI determines, in its sole discretion, that Licensee has undertaken or participated in any action that compromises the integrity and confidentiality of an examination or the Certification Programme.
- 4.5. EITCI Certification Licensee Accreditation limitation  
The status of EITCI Accredited Certification Licensee does not guarantee that any individual being a customer of the Licensee commercially offered services will pass adequate examinations required to obtain relevant EITCI Certification. To become EITCI certified, an individual must meet the minimum requirements of the relevant Certification Programme, including achieving passing scores on required examinations. If an individual meets these requirements he will receive a certificate from EITCI signifying his accomplishment. Certification 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>.

## 5. Confidentiality and intellectual property ownership

- 5.1. Confidentiality  
EITCI makes Certification Programmes exams available to EITCI Accredited Certification Licensee and EITCI Accredited Certification Licensee Accreditation Auditor solely to enable proper implementation of EITCI Certification Licensee Accreditation Audit. The EITCI Accredited Certification Licensee 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 EITCI Accredited Certification Licensee seeking EITCI Certification Licensee Accreditation 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.
- 5.2. Intellectual property ownership  
EITCI retains all rights, title and interest in and to all Certification Programmes 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 EITCI Accredited Certification Licensee are expressly reserved to EITCI.

## 6. Term and termination

- 6.1. Term  
The term of this Agreement validity is 5 years since date of its signing which is specified above (this is also the term of Accreditation validity, after which it ceases to hold and requires reaccreditation).
- 6.2. Termination for convenience  
Either EITCI Accredited Certification Licensee or EITCI may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other.
- 6.3. Termination by EITCI  
EITCI may, in its sole discretion, terminate this Agreement at any time if EITCI Accredited Certification Licensee breaches any of the material terms of this Agreement.
- 6.4. Notice  
EITCI will provide EITCI Accredited Certification Licensee written notice of termination at its 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 EITCI Accredited Certification Licensee with thirty (30) days to correct any default. If EITCI permits such a cure period, EITCI Accredited Certification Licensee's failure to cure any default within the cure period shall automatically cause the termination of this Agreement without further notice.
- 6.5. Effect of termination  
Upon the termination of this Agreement, the Certification Licensee shall immediately cease to represent himself as EITCI Accredited Certification Licensee.

## 7. 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. EITCI Accredited Certification Licensee 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  
EITCI Certified Training Programme Provider 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 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 5 and 7 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 the EITCI Certified Training Programme Provider 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 EITCI Certified Training Programme Provider 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 EITCI Certified Training Programme Provider's sole responsibility to ensure that EITCI has his current address.