

## Registration for training courses 2022



### Data of Participant

■ Name	■ First Name
■ Company	■ Department
■ Street	■ Postcode/city
■ Country	■ VAT ID number
■ Phone	■ E-mail

### Billing address (if different to above)

■ Invoice to be sent to	■ Contact person
■ Order no. (if available)	
■ Street	■ Postcode/city
■ Country	■ VAT ID number
■ Phone	■ E-mail

### The registration is being made for the following course

- European Adhesive Bonder – EAB     European Adhesive Specialist – EAS     European Adhesive Engineer – EAE  
 Adhesive Bonding Technologist – ABT

■ Seminar code	■ Date (course start / end)
■ Notes (e.g. if only single course weeks being booked)	

I hereby accept the general terms and conditions for the event

I have taken note of the data protection information for the event.

When registering for the event, we will use the email address and postal address you provide to inform you about similar events in the future. You can opt out of receiving this information at any time by using the unsubscribe link included in the emails or by sending an email notification to [data-protection@ifam.fraunhofer.de](mailto:data-protection@ifam.fraunhofer.de). I confirm with my signature that I have read and agree with IFAM-General terms and conditions and the IFAM Privacy policy and you give your consent to the aforementioned storage and use of your personal data.

**Only for DVS®/EWF-courses:** I confirm with my signature that I have read and agree with the DVS-PersZert-General terms and conditions and the DVS-PersZert-Privacy policy and you give your consent to the aforementioned storage and use of your personal data. I also confirm that I am authorized to register the participant for the course.

■ Place/date	■ Signature of the person making the booking
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Fraunhofer Institute for Manufacturing Technology and Advanced Materials IFAM  
– Adhesive Bonding Technology and Surfaces –  
Workforce Qualification and Technology Transfer  
Wiener Strasse 12 | 28359 Bremen | Germany | Fax: +49 421 2246-300 | [register@ifam.fraunhofer.de](mailto:register@ifam.fraunhofer.de)



### **European Adhesive Bonder – EAB**

(one-week section)

The course fee is 1590 € and covers:

– Digital preliminary course | Course documentation | EWF certificate |  
Lunch and drinks during breaks

There is an additional one-off examination fee of 365 €.

### **European Adhesive Specialist – EAS**

(three one-week sections)

The course fee is 1745 € per course week and covers:

– Digital preliminary course | Course documentation | EWF certificate |  
Lunch and drinks during breaks

There is an additional one-off examination fee of 575 €.

### **European Adhesive Engineer – EAE**

(eight one-week sections)

The course fee is 1895 € per course week and covers:

– Digital preliminary course | Course documentation | EWF certificate |  
Lunch and drinks during breaks

There is an additional one-off examination fee of 895 €.

### **Adhesive Bonding Technologist – ABT**

(eight one-week sections)

The course fee is 1895 € per course week and covers:

– Digital preliminary course | Course documentation | EWF certificate |  
Lunch and drinks during breaks

There is an additional one-off examination fee of 895 €.

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The prices apply for courses in German or English. The prices for courses in any other languages may be different. Prices are net of any applicable taxes and duties (e.g. withholding tax). The invoice for the full course fee is issued after the start of a course.

## Information about the participant



Please forward this information prior to the start of the course by post, fax or as a scan

■ Name

■ First Name

■ Birthday

■ Place of birth / country

■ Seminar code

■ Date (course start / end)

■ Company

■ Department

■ Street

■ Postcode / city

■ Country

■ Phone

■ E-mail

I confirm with my signature that I fulfill the conditions for participation.

By signing this document I confirm that I will not pass on any examination materials and will not participate in any attempts to cheat. In addition, I agree to the certification body, on request, passing on information about certificates that have been issued.

I have received, read, and accept the General Terms and Conditions of Business of Fraunhofer IFAM and the data privacy statement of Fraunhofer IFAM and agree to the storage and use of data in the manner described therein.

**Only for DVS®/EWF-courses:** I confirm with my signature that I have read and agree with the DVS-PersZert-General terms and conditions and the DVS-PersZert-Privacy policy and you give your consent to the aforementioned storage and use of your personal data.

I confirm that all details provided by me are true and that I have read and respect the examination regulations (see [www.dvs-perszert.de](http://www.dvs-perszert.de)) and the General Terms and conditions of DVS-PersZert.

■ Place/date

■ Signature of participant

### Conditions for participation

#### European Adhesive Bonder – EAB

Participants must have a sufficiently good knowledge of the course language to enable them to understand the course material and take the examinations (written and oral).

#### European Adhesive Specialist – EAS

A precondition for taking the examinations is successful completion of a professional qualification.

Participants must have a sufficiently good knowledge of the course language to enable them to understand the course material and take any relevant examinations (written and oral).

#### European Adhesive Engineer – EAE

A precondition for taking the examinations is successful completion of an engineering or science course (Bachelor degree or higher) at a university or technical college.

Participants must have a sufficiently good knowledge of the course language to enable them to understand the course material and technical literature and take any relevant written and oral examinations in that language.

#### Adhesive Bonding Technologist – ABT

The prerequisite for participation in the examinations is the passed final examination at DQR level 4 (e.g. Abitur) and successfully passed the DVS European Adhesive Bonding Specialist examination.

or

passed final examination at DQR level 6 (e.g. technician, master craftsman) or

Passed final examination at DQR level 4 (e.g. Abitur) and 5 years of professional experience in adhesive bonding technology with a (supervisory) management function.

Participants must have a sufficiently good knowledge of the course language to enable them to understand the course material and technical literature and take any relevant written and oral examinations in that language.

Fraunhofer Institute for Manufacturing Technology and Advanced Materials IFAM

– Adhesive Bonding Technology and Surfaces –  
Workforce Qualification and Technology Transfer

Wiener Strasse 12 | 28359 Bremen | Germany | Fax: +49 421 2246-300 | [register@ifam.fraunhofer.de](mailto:register@ifam.fraunhofer.de)

## **General Terms and Conditions**

### **for events of the department Workforce Qualification and Technology Transfer at Fraunhofer IFAM**

**(Note: These General Terms and Conditions are a translation of the original German version; only the German version of the General Terms and Conditions shall apply.)**

These General Terms and Conditions shall apply exclusively; any General Terms and Conditions of the participant or of any third party shall not be accepted, even if these terms and conditions are not expressly rejected.

#### **Registration**

The registration of the participant to an event may be succeeded optionally by post, fax or by scan via e-mail. The organizer confirms the registration by written confirmation. With receipt of confirmation the contract comes into effect. The number of participants of every event is limited. If more registrations arrive than participant places are available, registrations are processed in the order they arrive. The one who does not get a participant place gets notified. In case of an insufficient number of participants the organizer reserves the right to cancel the event up to seven days before its beginning.

#### **Participation and Examination Fees**

The participation fee plus the - if applicable - accrued examination fee are per person and event. The amount of the participation and examination fees as well as the services contained therein are indicated in the event descriptions released in the event flyers or course program and/or on the internet website.

Not included are the expenses for travel and overnight accommodation.

#### **Examination**

For events, in which one or more examinations shall be taken, the training course guidelines and the at that time applicable examination regulations may be viewed on request by the participant. The indicated examination fee shall include the review of participant requirements, the examination approval, its single correction and the issuance of the associated references/certificates. In case of failure of the examination the fee shall not be refunded to the participant.

If the participant fails to pass one part of the (written/oral/practical) examination, she/he has a second attempt at retaking the examination for free on an examination date fixed in advance for another event. In case of a repeated fail of one part or of the whole examination the participant shall pay the examination fee for a further examination. In case of sentence 4 - that the participant owns a free attempt at retaking -, but which the participant cannot perceive and the board of examiners specially has to be convened for that reason to another date, the participant shall bear the costs of another examination fee. The admission requirements to an event are to prove by no later than at the start of the event. Interested parties, who fail to fulfill the admission requirements, may participate as guest auditors in the course and take an examination in line with the valid examination regulations. In those cases after successful passing the participants shall receive a confirmation of participation.

#### **Payment**

The participant and examination fees become due on receipt of the invoice without deduction. In individual cases deviations from these rules are allowed and advance payment may be required; also partial payment agreements are possible. If the invoice is entirely or partially not settled, the organizer is entitled to exclude the participant from further participation.

There is no entitlement to (partial) reimbursement of already paid participation and examination fees, e.g. in case of premature abandonment of the participant, unless the already registered participant subscribes a substitute person, who may want to participate in the course in her/his place, the substitute fulfills the requirements and pays (if necessary the upcoming) the participation fee.

In case that the organizer cancels the event there is a legitimate claim to have the already full paid participation fee refunded. As far as the event has to be canceled because of disease of the expert and in absence of an expert replacing her/him during the performance of the course, an entitlement to reimbursement of the participant only exists if the participant has no interest in the until then joined part of event. As far as there was to pay an examination fee and the examination may not be taken because of the reasons mentioned in the foregoing sentence, the participant shall get the whole examination fee refunded.

## **Cancellation**

Events with a duration of minimum five (5) days:

The cancellation of participation in an event with a duration of minimum (5) days is possible up to four (4) weeks before the start of the event at a cancellation charge of 15 % from the originally accrued participation fee, up to seven (7) days before the event begins at a cancellation fee of 50 % of the originally accrued participation fee. A cancellation at a later point is possible for a cancellation charge of 100 %. For the calculation of the period, the time of receipt of the written withdrawal declaration is applicable. The sentences 1 and 2 shall not apply, a) as far as the cancellation fee exceeds the damage expected according to the usual course of events or the usually occurring impairment, b) as far as the participant may prove that no damage and no impairment have been incurred or the damage and the impairment are significantly less than the demanded fee. In these cases the actually occurred damage or impairment will be charged as cancellation fee. The cancellation fee shall not accrue as far as the participant registers a substitute person, who may want to participate in the event, the substitute fulfills the participation requirements and pays the participation fee. Up to the change of registration the originally registered participant remains the contracting party.

Events with a duration of less than five (5) days:

The cancellation of participation in an event with a duration less than five (5) days is possible up to seven (7) days before the event begins at a cancellation fee of 50 % from the originally accrued participation fee. A cancellation at a later time is possible at a cancellation fee of 100 % of the originally accrued participation fee. For the calculation of the period, the time of receipt of the written declaration is applicable. The sentences 1 and 2 shall not apply, a) as far as the cancellation fee exceeds the damage expected according to the usual course of events or the usually occurring impairment, b) as far as the participant may prove that no damage and no impairment have been incurred or the damage and the impairment are significantly less than the demanded fee. In these cases only the actually occurred damage or impairment will be charged as cancellation fee. The cancellation fee shall not accrue as far as the participant registers a substitute person, who may want to participate in the event, the substitute fulfills the participation requirements and pays the participation fee. Up to the change of registration the originally registered participant remains the contracting party.

Provided that the participant is consumer in the meaning of § 13 BGB (German Civil Code), she/he is entitled to revoke her/his registration within 14 days in accordance with § 312g BGB (German Civil Code), which takes precedence about the right of cancellation.

## **Copyright law**

Any material handed out by the organizer is protected by copyright; duplication – except for personal and non-commercial use – as well as any form of publication without prior written consent of the organizer is prohibited. Images and sound recordings are prohibited during the event.

## Data protection information

### for events of the department Workforce Qualification and Technology Transfer at Fraunhofer IFAM

This data protection information will inform you about the processing of your personal data that we collect from you in connection with your participation in face-to-face, online and blended learning events of the department Workforce Qualification and Technology Transfer at Fraunhofer IFAM (hereinafter: event). Your personal data will be processed in compliance with the applicable data protection regulations.

Personal data, as defined by Article 4 (1) General Data Protection Regulation (GDPR) include all information related to an identified or identifiable natural person.

#### 1. Name and contact information of the controller and corporate data protection officer

Controller within the meaning of Art. 4 (7) GDPR is:

Fraunhofer-Gesellschaft  
zur Förderung der angewandten Forschung e.V.

Hansastraße 27 c,  
80686 Munich, Germany

Email: info@zv.fraunhofer.de  
Telephone: +49 (0)89 1205- 0  
Fax: +49 (0)89 1205-7531

on behalf of its Fraunhofer Institute for Manufacturing Technology and Advanced Materials IFAM

Wiener Strasse 12,  
28359 Bremen, Germany

Email: data-protection@ifam.fraunhofer.de  
Telephone: +49 421 2246-0  
Fax: +49 421 2246-300

The corporate data protection officer at Fraunhofer may be reached at the above-mentioned address in Munich, c/o Data Protection Officer or at [datenschutz@zv.fraunhofer.de](mailto:datenschutz@zv.fraunhofer.de).

Please feel free to contact the data protection officer directly at any time with your questions concerning your data protection rights and/or your rights as data subject.

## 2. Personal data processing and purposes of data processing

### a) Event registration

If you want to register for an event, we collect the following mandatory data:

- prefix,
- first and last name,
- address,
- email address,
- date of birth,
- place of birth incl. country.

The purpose of processing the mandatory data is to identify you as an event participant, to check the provided data for plausibility, to reserve a spot for your participation and to establish a contractual relationship with you.

We also require your data in order to prepare name badges and lists of participants for other participants, as applicable, and to supply you with event information before, during, and after the event. This is done to ensure optimal participation for you and to allow us to plan the event and ensure that it goes smoothly.

We process data at your request and for the purposes described by Art. 6 (1) lit. b GDPR to fulfill the obligations of the participation agreement and to execute precontractual provisions.

We will use your email address to inform you about similar events organized by us in the future only if you have expressly consented to this use of your email address or if we have informed you thereof separately when collecting your email address and have pointed out your right to object to this use at any time. To the extent that this use is not based on consent, the processing takes place on the basis of Art. 6 (1) lit. f GDPR. We have a legitimate interest in notifying our participants of other events also organized by us.

In the case of events for which a fee is charged, the personal data we collect for the event are, in principle, stored until the end of the standard limitation period of three years after the end of the year in which the event was held, and the data is erased after that. In the case of free events, we erase the personal data collected by us no later than six months after the event was held. Storage beyond the respective period stated takes place only if and to the extent that:

- we are obligated to store the data for a longer period pursuant to Art. 6 (1) lit. c GDPR based on statutory obligations of storage and documentation (especially Sec. 147 of the German Fiscal Code (AO)). In this case, the data is stored only to the extent required by the retention obligation.
- a longer storage according to Art. 6 (1) lit. b GDPR is necessary for the implementation, processing and maintenance of the examination and we are obliged by the examination and certification body to store the data for a longer period.
- you have consented to storage beyond that pursuant to Art. 6 (1) lit. a GDPR.
- we use your email address and address as well as your first and last name, subject to the requirements set out in Sec. 7 (3) of the German Act Against Unfair Competition (UWG),

to inform you of future events by email or mail. In this case, we store your email address and your first and last name or respectively your address and your first and last name until you object to processing for this purpose.

### **Online registration**

If you register using an online form on our website, please also see our data protection information, accessible at <https://registration.ifam.fraunhofer.de>, that explains which data is already collected and processed as soon as you visit our website.

### **Foreign trade laws/sanction list screening**

Moreover, as a research institution, we are subject to various requirements pursuant to foreign trade regulations (among them Council Regulation (EC) No 2580/2001). In order to properly comply with these statutory requirements, we use your first and last name along with your address, date of birth and place of birth incl. country in order, among other things, to carry out sanction list screening. The processing is done pursuant to Art. 6 (1) lit. f GDPR. We have a legitimate interest in processing these data in this respect since otherwise, as the controller, we may be threatened with legal consequences.

### **b) Participation in an online event**

If the event in which you participate not on-site, but rather online (e.g. participation in an e-learning or via video- and/or audioconference), the following instructions shall also apply.

### **E-Learning**

When you participate in one of our unserver e-learning courses, a password-protected user account is set up for you on our e-learning platform (<https://e-learning.ifam.fraunhofer.de/?lang=en>).

For setting up the user account we collect the following mandatory data:

- first and last name,
- email address.

The purpose of processing the mandatory data is to identify you as a user of the e-learning platform and to set up your user account. We will also use your email address for notification functions, if these are activated.

Your password and email address together enable the access to your user account. In your user account, you can view and change the data the data saved in your user profile at any time.

You may voluntarily provide additional personal data (e.g. additional names, personal interests, additional optional input). This information is voluntary and is not required to set up the user account. The voluntary data allows us to plan and conduct the event in accordance with participants' interests.



When using the learning platform, further personal data about you is processed, which is necessary for the execution of the training courses and to prove the completion of a training course. We process the following data in this context:

- your learning progress,
- your messages, chat and forum contributions,
- your learning outcomes including learning assessments and tests.

Upon successful completion of a training course (or course module), personal certificates may be issued.

The certificate will contain your first and last name and the name of the training course. Optionally, date of birth and company affiliation can also be printed on. You can set this in your user account. The certificates are available digitally as a download.

We process data at your request and for the purposes described by Art. 6 (1) lit. b GDPR to fulfill the obligations of the participation agreement and to execute precontractual provisions.

The data in your user account is stored until the user account is deleted, which you can initiate yourself. The data from participation in a course is stored until the course is deleted. Results from learning assessments, tests and assignments as well as data on the completion of a course and the overall assessment are stored until the expiry of statutory retention obligations.

Your data will not be deleted if we are obligated to store the data for a longer period pursuant to Art. 6 (1) lit. c GDPR based on statutory obligations of storage and documentation (especially Sec. 147 of the German Fiscal Code (AO)) or if you have consented to longer storage pursuant to Article 6 (1) lit. a GDPR.

When signing in on our e-learning platform, please also see our data protection information, accessible at <https://e-learning.ifam.fraunhofer.de/?lang=en>, that explains which data is already collected and processed as soon as you visit our website.

### **Video- and/or audioconferences**

To conduct the online event we use a technical service provider as processor, which processes the data according to our instructions.

In connection with participation in the online event the following data may be collected:

- Access data: e.g., an individualized link through which you dial into the online event
- Content data: Contents of your contributions, e.g., in chats or in votes or files released by you. Image or sound recordings of you will be made only if and to the extent that you have separately consented to this in advance (Art. 6 (1) lit. a GDPR). The purpose as well as your consent to recording will be documented within the recording.
- Profile data: Data about yourself that you have voluntarily released in connection with the online event; for example, your name or your profile photo. Profile data is used for

personalization, for tailoring contents to the interests of the public and for a more personal style of communication.

- Dial-in data: This includes, for example, the date and time of your dial-in to the conference and the time you leave it.
- Support /Feedback data: Information in connection with the handling of any troubleshooting tickets or feedback.
- Telemetry data: These include diagnostic data in connection with the use of the service, including the transmission quality. These data serve to improve troubleshooting, securing and updating technical service and its monitoring. The legal basis is Art. 6 (1) lit. f GDPR. Our legitimate interests are the provision of a secure and error-free service for online events.

Unless otherwise specified, the processing of the data is done for the technical and content-related execution of the online event, i.e., for the performance of the contract (Art. 6 (1) lit. b GDPR) and we delete the data after 90 days at the latest.

During the conference, the following information is visible to other participants who are not the organizer: Your name, profile photo and your chat contributions.

We do not record whether you participated attentively in the event (e.g., whether you opened windows other than that of the online event, during the event).

If the online event takes place using the "Microsoft Teams" service, the following shall also apply:

The technical service provider is Microsoft Ireland Operations Ltd. in Dublin, Ireland ("Microsoft"), which works for us as a processor. Data storage takes place in the Microsoft Cloud, specifically in computing centers in the European geographic space. It is not anticipated to transmit personal data to a third country for reasons related to the operation of Microsoft Teams. Should you dial in from a third country, the processing ordered by us will be done using European computer centers in this case as well.

In providing the service Microsoft captures certain diagnostic and service data and uses these on its own authority for its own purposes. To the extent that Microsoft processes personal data in connection with its own legitimate business processes, Microsoft is the independent controller within the meaning of the GDPR for such processing. Particulars concerning the processing by Microsoft may be found at <https://docs.microsoft.com/de-de/microsoftteams/teams-privacy>

You may also participate in an online event based on Microsoft Teams even without your own Microsoft user account. If you do use your own Microsoft user account to participate, then additional data pursuant to the provisions of your Microsoft user account may be processed.

If the online event takes place using the "Vitero" service, the following shall also apply:

The technical service provider is Vitero GmbH, Nobelstrasse 15, 70569 Stuttgart ("Vitero"), which works for us as a processor.

When you participate in an online event based on the Vitero service, the following data is transmitted to Vitero:

- first and last name,
- email address,
- optional: profile picture.

Data storage takes place on Vitero's servers in Germany. Vitero solely uses this information for the purpose of performing the video- and/or audioconference. For this purpose, we entered into a data processing agreement with Vitero. By signing this agreement, Vitero undertakes to process the data in compliance with the General Data Protection Regulation (GDPR) and to uphold the rights of all data subjects. Vitero has assured us that personal data is extensively protected from unauthorized access. Vitero is barred from using the data provided by our participants for its own purposes and is not authorized to transfer the participants' data to third parties.

If the online event takes place using the BigBlueButton ("BBB") service, the following shall also apply:

When you participate in an online event based on the BBB service, the following data is transmitted to the BBB server:

- first and last name,
- email address,
- optional: profile picture.

When you participate in a BBB online event, your audio, video and text data is transmitted. All user data that is collected during a web conference is only stored to ensure technical operation, troubleshooting and error analysis and is automatically deleted after 14 days.

The BBB server is hosted as Fraunhofer IFAM, i.e. user-related data is not transmitted to third parties.

### **c) Subscribing to the newsletter in the context of the event**

In the context of the event, you have the option to register to receive our regular newsletter. You can do this either online when registering for the event or directly at the event itself by entering your email address in a form intended for this purpose.

Once you have subscribed, you will receive a registration notification by email, which you need to confirm to receive the newsletter (so-called double opt-in). Your email response serves as confirmation that you are in fact the person who initiated the subscription.

We will send you the newsletter exclusively if you have given your express consent pursuant to Art. 6 (1) lit. a GDPR.

You may unsubscribe at any time, e.g. via a link at the end of each newsletter. Alternatively, you may also unsubscribe by email via [data-protection@ifam.fraunhofer.de](mailto:data-protection@ifam.fraunhofer.de).

Your email address is erased without delay after you withdraw your consent to receive the newsletter, unless you have consented to storage beyond that pursuant to Art. 6 (1) lit. a GDPR or unless such storage is necessary, pursuant to Art. 6 (1) lit. b GDPR, for the performance of the contract.

Our service provider Mailingwork GmbH, Birkenweg 7, 09569 Oederan, Germany ("Mailingwork") sends our newsletter to your email address on our behalf. Mailingwork stores the email addresses of our newsletter recipients on their servers in Germany on our behalf. Mailingwork uses this information for the purpose of sending and evaluating newsletters on our behalf. For this purpose, we entered into a data processing agreement with Mailingwork. By signing this agreement, Mailingwork undertakes to process the subscriber data in compliance with the General Data Protection Regulation (GDPR) and to uphold the rights of all data subjects. Mailingwork has assured us that personal data is extensively protected from unauthorized access. Mailingwork is barred from using the data provided by our newsletter subscribers to contact the subscribers itself and is not authorized to transfer the subscriber data to third parties. As a reputable email sending service, Mailingwork is also certified by the Certified Senders Alliance.

#### **d) Photos and videos**

Photos and videos will be taken at physical events to document the event in pictures. Since you may be identified in these images, either directly or indirectly, they represent personal data.

The images will be used for news reporting directly associated with the event as well as for internal reporting at Fraunhofer.

Furthermore, the images will be published for the purpose of post-event reporting on our media platforms such as Facebook, Instagram or our website. This processing is required in particular to document and promote our event.

The legal basis for data processing is Art. 6 (1) lit. f GDPR. The purposes mentioned are legitimate interests within the meaning of the aforementioned provision.

The images will be stored for 3 years.

### **3. Forwarding data to third parties**

We do not transfer your personal data to third parties for purposes other than those mentioned above in this data protection information and here below.

#### **a) For performance of the contract**

Your personal data is disclosed to third parties where legally permissible and required, pursuant to Art. 6 (1) lit. b GDPR, for the performance of the contracts and agreements with you. This includes in particular disclosure of the data to DVS ZERT GmbH, Aachener Strasse 172, 40223 Düsseldorf, Germany and Mail Boxes Etc. in der Bremer Innenstadt, Friedel & Frische GmbH & Co. KG, Violenstr. 37, 28195 Bremen for the purpose of planning and holding examination and

certification procedures, to Ascora GmbH, Birkenallee 43, 27777 Ganderkesee, Germany for the purpose of the central management of participant data as well as, in the case that you registered for an event that is held by one of our national or international [training partners](#), the disclosure of data for the purpose of planning and holding the event. Third parties may use the transferred data for the above-mentioned purposes only.

#### **b) For additional purposes**

Beyond the above, we disclose your personal data to third parties only if:

- you have given consent pursuant to Art. 6 (1) lit. a GDPR, or
- in the event that there is a legal requirement for disclosure pursuant to Art. 6 (1) lit. c GDPR.

#### **4. Rights of the data subject**

You have the following rights:

- pursuant to Art. 7 (3) GDPR, to withdraw your consent at any time. This means that we may not continue the data processing based on this consent in the future;
- pursuant to Art. 15 GDPR, to obtain access to your personal data processed by us. In particular, you may request information about the purposes of the processing, the categories of personal data concerned, the categories of recipients to whom the personal data have been or will be disclosed, and the envisaged period for which the data will be stored. Moreover, you have the right to request rectification, erasure, or restriction of processing, to object to processing, the right to lodge a complaint, and to obtain information about the source of your data if they were not collected by us, as well as about the existence of automated decision-making, including profiling, and, if applicable, meaningful information about the logic involved;
- pursuant to Art. 16 GDPR, to obtain the rectification of inaccurate data or the completion of your personal data without undue delay;
- pursuant to Art. 17 GDPR, to obtain the erasure of personal data saved by us unless processing is necessary to exercise the right of freedom of expression and information, to comply with a legal obligation, for reasons of public interest, or to establish, exercise or defend legal claims;
- pursuant to Art. 18 GDPR, to obtain restriction of processing of your personal data if you contest the accuracy of the data, the processing is unlawful but you oppose the erasure of the personal data, or if we no longer need the personal data but you still require the data for establishing, exercising or defending legal claims, or if you have filed an objection to the processing pursuant to Art. 21 GDPR;
- pursuant to Art. 20 GDPR, to receive your personal data that you have provided to us in a structured, commonly used and machine-readable format or to request the transmission of those data to another controller and
- pursuant to Art. 77 GDPR, the right to lodge a complaint with a supervisory authority. Generally, you may contact the supervisory authority of your habitual residence, place of work or the registered offices of our organization.

**Right to object**

If your personal data is processed on the basis of legitimate interests pursuant to Art. 6 (1) lit. f GDPR, you have the right to object to the processing of your personal data pursuant to Art. 21 GDPR if reasons exist for doing so that are based on your special situation or if the objection relates to direct marketing. In the latter case, you have a general right to object, with which we will comply without you having to provide information about a special situation.

If you would like to assert your right to object, an email to [datenschutz@zv.fraunhofer.de](mailto:datenschutz@zv.fraunhofer.de) will suffice.

## General terms and conditions for the examination and certification of people

DVS-PersZert  
in the German Welding Society (DVS)  
Aachener Straße 172, 40223 Düsseldorf

### 1. General and area of application

1.1 These general terms and conditions will apply to the execution of examination and certification procedures for people by DVS-PersZert.

In each case, these general terms and conditions will only be applicable in connection with the respective chosen examination and certification regulations as well as with the corresponding examination and certification programmes of DVS-PersZert.

1.2 On the part of DVS-PersZert, exclusively the head office of DVS-PersZert or a training center approved by DVS will be authorised to issue legally binding declarations of intent.

1.3 Below, the applicants to be examined or certified are designated as candidates. For reasons relating to better readability, functional designations are not specified in both female and male forms. Irrespective of the wording, all the functional designations are to be understood as both female and male forms.

### 2. Object of the application

2.1 After the candidate has submitted the completely filled-in application form, a contract relating to the execution of a examination or certification procedure will be concluded on the basis of the written declaration of intent of DVS-PersZert or a training center approved by DVS. The object of the granted order will be the execution of the procedure(s) designated there.

2.2 DVS-PersZert will reserve the right to decide about the execution and crucial circumstances of examination and certification procedures (number of candidates, place, time and miscellaneous conditions) at its own discretion.

### 3. Submission of the application

3.1 The application must be addressed exclusively to the head office of DVS-PersZert or to a training center approved by DVS.

3.2 In so far as DVS-PersZert calls upon any external bodies, this will only relate to the formal contract processing and supporting activities, e.g. during the execution of an examination which may be required. Exclusively DVS-PersZert will be responsible for examination and certification.

3.3 In the application, the candidates must prove the admission prerequisites demanded there and, if necessary, additionally by the set of rules in question.

3.4 DVS-PersZert will check the completeness and formal correctness of the registration documents as well as the existence of the admission prerequisites.

### 4. Qualification testing

4.1 At its reasonable discretion, DVS-PersZert will organise qualification tests in such a way that,

in accordance with the programme in question, the competence of the candidates can be assessed, for example, by written, oral, practical, observing or other reliable and objective means.

4.2 Details of the examination sequence will be governed either by the DVS-PersZert examination regulations chosen by the candidate or by the examination programme.

4.3 DVS-PersZert or a training center approved by DVS will provide the candidate with written notification of examination dates and locations in a suitable form.

4.4 DVS-PersZert will reserve the right to cancel any announced examinations because of an insufficient number of participants or for miscellaneous important reasons (e.g. illness of examiners or force majeure). The assertion of any compensation claims of the candidate will be excluded in these cases. Here, any fees already paid will be refunded by the invoicing body in so far as the candidate does not wish to take part in the examination on the substitute date.

4.5 Within an appropriate period after the examination date or the submission of the application, DVS-PersZert will decide about the issuing of a examination certificate to the candidate.

### 5. Certification

5.1 Exclusively DVS-PersZert will decide about the certification exclusively on the basis of the information collected during the certification process.

5.2 The certification may only be issued when all the certification requirements are satisfied.

5.3 Details of the certification sequence will be governed either by the DVS-PersZert certification regulations chosen by the candidate or by the certification programme.

5.4 Within an appropriate period after the certification date or the submission of the application, DVS-PersZert will decide about the issuing of the certificate to the candidate.

### 6. Preservation of independence and impartiality and avoidance of conflicts of interests

6.1 DVS-PersZert will guarantee the separation of education, examination and certification and the independence with regard to all the questions relating to the certification and will provide procedures in order to avoid any conflicts of interests in the best possible way.

6.2 In a public declaration, DVS-PersZert has undertaken to treat applicants, candidates and certified people in a fair and impartial way ([www.dvs-perszert.de](http://www.dvs-perszert.de)).

## **7. Appeals and complaints**

7.1 Appeals against the result of an examination or certification decision and complaints about any boundary conditions at all in the field of the examination and the certification will be possible within a period of four weeks ([www.dvs-perszert.de](http://www.dvs-perszert.de)).

## **8. Storage, processing and publication of the candidates' data**

8.1 DVS-PersZert will only publish personal data if, in his application, the applicant has provided his express and written agreement to the disclosure of his personal data.

8.2. DVS-PersZert will only notify third parties of the applicants' data in so far as a justified interest in information is proven.

8.3 If there are any doubts about the content-related correctness of data, DVS-PersZert can block or delete this.

## **9. Fees / terms of payment**

9.1 The customers will recognise the fees of DVS-PersZert or the educational establishment approved by DVS.

9.2 Invoices must be settled within the agreed period without deduction.

9.3 Default interest amounting to 5.0 percentage points about the base interest rate of the ECB in question (Section 288, Paragraph 1 of the Civil Code) may be charged in the event of any default in payment.

9.4 DVS-PersZert or the educational establishment approved by DVS will be entitled to make the initiation of any further qualification testing actions dependent on the settlement of any previous invoices.

9.5 Until all the debts have been discharged, DVS-PersZert will be entitled to a right of retention with regard to any documents, examination certificates and certificates to be handed over.

## **10. Confidentiality**

10.1 All the information which is revealed to DVS-PersZert and/or to the training center approved by DVS and is not intended to be disclosed to any third parties will be treated confidentially.

10.2 The documents submitted for the examination and the certification will remain in the possession of DVS-PersZert or the training center approved by DVS. The training centers approved by DVS will be obliged to confidentiality to an equal extent.

## **11. Liability**

11.1 Any claims of the candidates against DVS-PersZert, particularly for compensation for damage which has not been caused directly by the examination and/or the certification themselves/itself will be excluded. This exclusion of liability will not apply to intent, gross negligence on the part of DVS-PersZert or the culpable infringement of essential contractual obligations.

11.2 As far as the amount is concerned, the liability of DVS-PersZert will be restricted to the

foreseeable damage typical of the contract but the maximum total will be restricted to 50 times the agreed fee in this respect.

11.3 No quality statement extending beyond the relevant qualification testing and certification procedures can be derived from the issuing of an examination certificate or a certificate.

## **12. Guarantee**

12.1 If the qualification testing and/or the certification cannot be carried out at all or in the intended way for reasons for which DVS-PersZert is culpable, the candidate will grant DVS-PersZert the right to provide a remedy within an appropriate period.

12.2 If the remedy fails, the customer will, after prior written notification, have the right to reject the continued rendering of the service and to withdraw from the contract or to demand a decrease in the agreed remuneration.

## **13. Partial ineffectiveness and text form**

13.1 The law of the Federal Republic of Germany will apply to these terms and conditions as well as to the legal relationships between DVS-PersZert and the customer. The place of jurisdiction will be Düsseldorf in so far as the customers are merchants in the sense of the Commercial Code, legal entities under public law or special funds under public law.

13.2 No verbal ancillary agreements exist. Contractual agreements as well as their amendments and supplements or annulment will require the text form for their effectiveness. The contract language will be German.

13.3 Should any provision in these terms and conditions or a provision within the framework of supplementary agreements be or become ineffective, then this will not affect the effectiveness of all the other provisions or agreements. In order to replace them or to close any contractual gaps, those arrangements which the parties would have made with comparable economic objectives of the contract if they had recognised the gap in the arrangements should be made.

## **14. Coming into force**

With the consent of the Executive Council of DVS dated April 23, 2016, these general terms and conditions will come into force on July 1, 2016.



# Data usage policy

## DVS-PersZert

1. DVS-PersZert is permitted to process and store personal data relating to a course participant acquired for the examination process, provided this is necessary for the execution, administration, and functioning of the examinations and as long as DVS-PersZert is obliged to store this data.  
Legal basis Art. 6 (1) lit. a and b GDPR, S. 23 (1) 6 BDSG
2. DVS-PersZert is permitted to pass personal data to authorized accreditation bodies (e.g. DAkkS) or regulatory authorities if requested to do so. These bodies and authorities have the right to inspect administrative files.  
Legal basis S. 23 (1) 6 BDSG
3. The acquisition, disclosure, or further processing of personal data of course participants by DVS-PersZert for purposes other than those mentioned here is not permitted.
4. A course participant has the right at any time to receive information from DVS-PersZert at the DVS – Deutscher Verband für Schweißen und verwandte Verfahren e.V. about the stored data, the recipients or categories of recipients to whom the data are passed, and the purpose of storing the data.  
For requests contact [datenschutz@dvs-hg.de](mailto:datenschutz@dvs-hg.de) or DVS-PersZert, Aachener Str. 172, 40223 Düsseldorf
5. At the request of the course participant, the acquired and processed data about him/her can be deleted or blocked. If deletion of the data is not possible for reasons of complexity, the data can instead be blocked.