

# Contract Templates – Used in the ECQA Framework



## *Certification Logo*

**Abstract:** The ECQA Association provides a set of standard framework contracts for:

This chapter includes

- A template for a training body contract between the ECQA association and the training body.
- A Job Role Committee and Exam Body Memorandum Agreement to ensure that all members and the ECQA Association have the same understanding of tasks and responsibilities for both sides.
- A trainer contract to be signed between the training body and the trainer.
- A certification contract to be signed between ECQA and certification bodies.

Please note that the content guidelines provided in this chapter represent the minimum set of clauses to be included in such agreements and can be extended / changed as necessary.

## 1. Certification Contract Template Between ECQA and Training Body

### 1. Scope of the Contract

The scope of this contract refers to the certification of a training provider to offer and perform courses for the job role (skills set) of *<job role name>* . The contract is a proof

that the ECQA Association has validated the training organisation application and found that all defined quality rules are satisfied by the training organisation.

## 2. Duties of the ECQA Association

1. ECQA acts as the independent certification body for the testing and certification of students.
2. ECQA manages the test and exam portals and maintains the testing services.
3. ECQA provides students the option to register with exam bodies / organisations and to do a computer supported test.
4. ECQA generates, prints, and signs certificates.
5. ECQA promotes the certified training organisation on the web site and in flyers as being certified to deliver courses for the specific job role <job role name>.
6. ECQA ensures the independence of testing and the use of a test system where tests are generated randomly from a European test questions pool so that training bodies cannot control the test content leading to a real independent testing process.
7. ECQA reviews the applications of trainers and certifies trainers who have to fulfil the defined quality criteria.
8. ECQA (using the exam portals) archives and maintains all test and certification data (to ensure full traceability of certification records).
9. Certificates will be issued in English.
10. ECQA grants certified training providers the right to use the ECQA logo in their brochures and training announcements.
11. The publication of certified training bodies will be done per job role in an alphabetical order.
12. ECQA keeps all communications with the training organisation confidential.

## 3. Duties of the Training Body

1. The training organisation fully commits to using and promoting the defined skills set of the job role <job role name>.
2. The training organisation in their training material covers at a minimum all learning goals (learning elements) and performance criteria (abilities of students) in the skills set.
3. The training organisation uses the ECQA logo in all promotional materials where the courses related to job role <job role name> are announced.
4. The training organisation explains in each course to all students to register with the <job role name> related exam and learning server .
5. The training organisation presents the ECQA related steps to register and perform an exam inside the course.
6. The training organisation is fully obliged to use the exam servers and to send ECQA an attendee list and the date of the exam.
7. The training organisation shares a copy of the attendee feedback with ECQA to allow quality control of the course performance.
8. The training organisation keeps all data exchanged with ECQA confidential.
9. The training organisation only uses certified trainers for holding the courses.
10. The training organisation maintains at least one certified trainer for the job role <job role name> .

#### 4. Re-Accreditation

1. The certification is valid for one year.
2. After one year a re-certification is required, the application forms need to be submitted within 4 weeks before the end of the current certificate.
3. A re-accreditation does not require to submit again all materials but to prove that qualified trainers are available and the re-signature of the contract for a further year.
4. If there is no request for re-accreditation within 3 months after the end of the valid certificate, the whole application data must be submitted for a full certification again.

#### 5. Finances

1. The training organisation pays an annual certification fee of 400 Euros for being certified for the job role <job role name>.
2. The certification cost have to be transferred to the ECQA account within 14 days after receipt of the certificate and signature of the contract by the ECQA Association.

#### 6. Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. If the ECQA name, logo or certificate has been intentionally been misused by the training body ECQA request between 10000 to 30000 EUR cost from the training provider to cover the loss in the reputation of the certification process.

#### 7. Changes / Duration / Cancellation

1. Changes to the contract require a written form, purely verbal agreements cannot be accepted.
2. The contract is valid for one year from <start date> to <end date> .
3. The contract can be cancelled at any time from either side with a 3 months notice. A cancellation requires a written form.

#### 8. Law

1. Austrian law applies.
2. The law court of Vienna, Austria, applies.

## 2. Template for a Job Role Committee Agreement

### 1. Scope of the Contract

The scope of this contract refers to the collaboration between job role committee members and the ECQA association. The contract is a proof that the ECQA Association has officially granted the partner a position in the job role committee of the job role *<job role name>*.

### 2. Duties of the ECQA Association (ECQA)

1. ECQA acts as the independent certification body for the testing and certification of students.
2. ECQA supports the job role committee members with a teamwork environment so that job role committees can exchange information on the skills set.
3. manages the test and exam portals and maintains the testing services.
4. ECQA receives an annually updated skills set and manages with the test portal administrators to update the online skills browsing and registration functions.
5. ECQA ensures that all training providers need to be committed to the most actual skills set version (as basis for re-certification of training organisations).
6. ECQA promotes the job role committee on the web site and in flyers as being the representative network of experts elaborating the skills set content.
7. ECQA forwards the task for reviewing the applications of trainers and training organisations to job role committee members.
8. ECQA grants the job role committee members the right to use the ECQA logo in their brochures and training announcements.
9. The publication of job role committee members will be done per job role in an alphabetical order.
10. ECQA keeps all communications with the job role committee members confidential.

### 3. Duties of the Job Role Committee Member

1. The job role committee member of the job role *<job role name>* fully commits to using and promoting the defined skills set of the job role.
2. The job role committee member at least quarterly annual meets with the other job role committee members to discuss and agree updates of the skills set. The meetings will in most cases take place virtually using teamwork and communication systems.
3. The job role committee member provides the effort (from the full membership – requiring 10 days effort per year) for
  - a. Updating the skills set
  - b. Reviewing applications from training organisations to get certified.
  - c. Reviewing applications of trainers to get certified.
4. The job role committee member is obliged to promote the skills set and the exam servers.
5. The job role committee member keeps all data exchanged with ECQA confidential.

### 4. Re-Nomination

1. The nomination for a job role committee is valid for one year.
2. After one year a re-nomination is required, the application letter needs to be submitted within 4 weeks before the end of the current period.
3. Precondition – only certified training bodies, certified trainers, or active exam bodies are allowed to become job role committee members.

## 5. Liability

3. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
4. If the ECQA name, logo or certificate has been intentionally been misused by the training body ECQA request between 10000 to 30000 EUR cost from the training provider to cover the loss in the reputation of the certification process.

## 6. Changes / Duration / Cancellation

1. Changes to the contract require a written form, purely verbal agreements cannot be accepted.
2. The contract is valid for one year from *<start date>* to *<end date>* .
3. The contract can be cancelled at any time from either side with a 3 months notice. A cancellation requires a written form.

## 7. Law

1. Austrian law applies.
2. The law court of Vienna, Austria, applies.

### 3. Template for an Exam Committee Member Agreement

#### 6. Scope of the Contract

The scope of this contract refers to the collaboration between job exam committee members and the ECQA association. The contract is a proof that the ECQA Association has officially granted the partner a position in the exam committee of the job role *<job role name>*.

#### 7. Duties of the ECQA Association (ECQA)

1. ECQA acts as the independent certification body for the testing and certification of students.
2. ECQA manages the test and exam portals and maintains the testing services.
3. ECQA provides students the option to register with exam bodies / organisations and to do a computer supported test.
4. ECQA generates, prints, and signs certificates.
5. ECQA promotes the certified exam body on the web site and in flyers as being certified to manage exams using the independent testing system for the specific job role *<job role name>*.
6. ECQA ensures the independence of testing and the use of a test system where tests are generated randomly from a European test questions pool so that training bodies cannot control the test content leading to a real independent testing process.
7. ECQA (using the exam portals) archives and maintains all test and certification data (to ensure full traceability of certification records).
8. Certificates will be issued in English.
9. ECQA grants certified exam bodies the right to use the ECQA logo in their brochures and training announcements.
10. The publication of certified exam bodies will be done per job role in an alphabetical order.
11. ECQA keeps all communications with the exam body confidential.

#### 8. Duties of the Exam Committee Member

1. The exam committee member of the job role *<job role name>* fully commits to using and promoting the defined skills set and European test questions pool of the job role.
2. The exam committee member at least quarterly annual meets with the other exam committee members to discuss and agree updates of the pool of test questions. The meetings will in most cases take place virtually using teamwork and communication systems.
3. The exam committee member provides the effort (covered by exam income – see later chapter finances) for
  - a. Updating the test questions
  - b. Reviewing applications from further potential exam bodies.
4. The exam committee member is obliged to promote the skills set and the exam servers.
5. The exam committee member keeps all data exchanged with ECQA confidential.

#### 9. Finances

1. The ECQA Association issues and invoices all certificates. The price is agreed by the job role committee.
2. The exam body receives 70% of the certificate related income back from ECQA, invoices to be issued by the exam body to ECQA.

## 10. Re-Nomination

1. The nomination for an exam committee is valid for one year.
2. After one year a re-nomination is required, the application letter needs to be submitted within 4 weeks before the end of the current period.
3. Precondition – only certified training bodies, certified trainers, or active job role committee members are allowed to become an exam committee member.

## 11. Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. If the ECQA name, logo or certificate has been intentionally been misused by the training body ECQA request between 10000 to 30000 EUR cost from the training provider to cover the loss in the reputation of the certification process.

## 12. Changes / Duration / Cancellation

1. Changes to the contract require a written form, purely verbal agreements cannot be accepted.
2. The contract is valid for one year from *<start date>* to *<end date>* .
3. The contract can be cancelled at any time from either side with a 3 months notice. A cancellation requires a written form.

## 13. Law

1. Austrian law applies.
2. The law court of Vienna, Austria, applies.

## 4. Template Contract Between Training Bodies and Trainers

### 1. Scope of the Contract

<Training Organisation Name> is a supplier for <Training Content related to Job Role> Training. <Training Organisation Name> is a member of the European Certificates Association which controls the quality of courses and performs independent exams, acting as an independent international association.

<http://www.eu-certificates.org>

<Trainer Name> acts as a trainer on behalf of <Training Organisation Name>.

### 2. Duties of the Trainer

1. The trainer fully commits to delivering the courses covering the defined skills set.
2. The trainer explains at the start of each module to all students the meaning of the learning goals (performance criteria) in the skills set.
3. The trainer will refer to the skills set, explain the ECQA related certification process to all students.
4. The trainer asks each student to register with the exam account online during the course.
5. The trainer demonstrates the use of the self learning and online self assessment functions to all students.
6. The trainer collects feedback forms and submits copies of the feedback forms to the ECQA association for quality control.
7. the trainer is committed to using the certified training material of the certified training organisation.

### 3. Duties of the Training Organisation

1. The training organisation fully commits to using and promoting the defined skills set of the job role <job role name>.
2. The training organisation in their training material covers at a minimum all learning goals (learning elements) and performance criteria (abilities of students) in the skills set.
3. The training organisation uses the ECQA logo in all promotional materials where the courses related to job role <job role name> are announced.
4. The training organisation provides the trainer with a fully certified set of training materials.
5. The training organisation is fully obliged to use the exam servers and to send ECQA an attendee list and the date of the exam. This needs to be coordinated with the trainer.
6. The training organisation shares a copy of the attendee feedback with ECQA to allow quality control of the course performance.
7. The training organisation keeps all data exchanged with the trainer confidential.

#### 4. Constraints

1. <trainer name> accepts that she/he will not establish a direct business with the customer during this project and until 6 months after completion of this contract. <trainer name> understands that business with these customers has been established through serious marketing investment by <training organisation> and that contacts to these firms only were established by <training organisation> marketing efforts, so that <training organisation> is the right supplier for this customer.
2. Only if <trainer name> could prove previous business with customers before the training project started, this clause would not apply. In this case <trainer name> has to report that in writing immediately to <training organisation>, within 2 weeks after the training has started for the customer.
3. All information and materials collected during the training project are highly confidential and cannot be provided to any third party. <training organisation> reserves the right to chase any breaking of confidentiality matters by law.

#### 5. Finances

1. The <trainer name> daily trainer rate is <rate> Euro per day.
2. <trainer name> understands and accepts that <training organisation> had invested serious marketing efforts to acquire the training customers in the last years.
3. <trainer name> writes invoices 1 month after the course performance with a 4 weeks payment term.

#### 6. Liability

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. If the ECQA name, logo or certificate has been intentionally been misused by the training body ECQA request between 10000 to 30000 EUR cost from the training provider to cover the loss in the reputation of the certification process.

#### 7. Changes / Duration / Cancellation

1. Changes to the contract require a written form, purely verbal agreements cannot be accepted.
2. The contract is valid for one year from <start date> to <end date> .
3. The contract can be cancelled at any time from either side with a 3 moths notice. A cancellation requires a written form.

#### 8. Law

1. Austrian law applies.
2. The law court of Vienna, Austria, applies.

## 5. Template Contract Between ECQA and Certification Bodies

### 1. Scope of the Contract

The subject matter of the present Agreement is the appointment of <Name of Certification Body> as ECQA Certification Body.

### 2. Appointment as Certification Body

ECQA hereby appoints <Name of Certification Body> as Certification Body for online exams by using the ECQA exam portal system and its infrastructure. The Certification Body is appointed as Certification Body for the ECQA profession <Job Role Name>.

### 3. Duties of the ECQA Association

1. ECQA manages the test and exam portals and maintains the testing services.
2. ECQA provides students the option to register with exam bodies / organisations and to do a computer supported test.
3. ECQA promotes the certification body on the web site and in flyers as being appointed as certification body for the specific job role mentioned herein above.
4. ECQA ensures the independence of testing and the use of a test system where tests are generated randomly from the test questions pool so that training bodies cannot control the test content leading to a real independent testing process.
5. ECQA (using the exam portals) archives and maintains all test and certification data (to ensure full traceability of certification records).
6. ECQA grants the certification body the right to use the ECQA logo in its brochures and exam announcements.
7. The publication of certification bodies will be done per job role in an alphabetical order.
8. ECQA keeps all communications with the certification body confidential.

### 4. Duties of the Certification Body

- a. The Certification Body will only use the exam material provided by the responsible job role committee.
- b. The Certification Body holds examinations for the job role mentioned herein above.  
This shall in particular include the following tasks:
  - To advise and supervise candidates during examinations.
  - To inform participants about their results.
  - To generate, print and sign certificates and send them to participants.
- c. The examination must be implemented and supervised at the examination location by an employee of the Certification Body who is known by name, who has been suitably trained and who has entered into obligation to keep these matters confidential.
- d. Certificates will be issued in English.
- e. The Certification Body keeps all data exchanged with ECQA confidential.

- f. The Certification Body shall be entitled, following the accredited training courses held by a Training Provider accredited by ECQA, to hold examinations in the city or location in which the training was implemented, for the participants of training courses and, should the need arise, further participants registered by the Training Provider. Examinations shall be held upon request by the respective Training Provider.

The Certification Body is under the obligation of holding examinations for each of the Training Provider accredited by ECQA immediately following the training courses in the city or location in which the respective training course was held, should the Training Provider so request and provided a minimum number of participants of 6 examination candidates within Europe and 12 examination candidates in the rest of the world per examination date has been reached.

Furthermore, the Certification Body may also hold public examinations.

- g. The Certification Body may charge the examination candidates with an examination fee. For this purpose, it is to prepare a Schedule of Fees in advance. The Schedule of Fees is to be made available to the examination candidates or parties who are interested in the examination, should they so demand.
- h. Following successful examination, the Certification Body shall issue a certificate to the examination candidate.
- i. The Certification Body administers and files in an archive any and all data concerning the examination candidates, examinations [performed] and examination results.
- j. The Certification Body shall continually publish times and dates of public examinations. The Certification Body may also publish dates for examinations it will hold directly following training courses. In such an event, it must list all of the examinations that Training Providers have submitted to it for publication.
- k. The certification body shall use the ECQA logo and web address in its certificates.
- l. Submission of Market Data to ECQA

By end of each quarter the Certification Body shall submit to ECQA, doing so within ten days following the end of the quarter, the following data and information on Certifications it has implemented:

- Examination date
- Number of persons who took the examination
- Amount of charged examination fee

## 5. Finances

1. The Certification Body shall quarterly pay to ECQA fees for using the infrastructure and service of ECQA in the amount of 15 % of the examination fees.
2. In addition, licensing fees in the amount of 25 % of the examination fees for using the exam questions will be paid by the Certification Body to the job

role committee whose question sets have been used. Accounts shall be rendered quarterly.

**6. European Principles**

1. ECQA is bound to European law and competition clauses. Therefore ECQA has the right in general to appoint additional certification bodies for the job role innovation manager, no exclusive rights will be granted.

**7. Terms of the Agreement, Termination, Changes**

1. The present Agreement shall commence on \_\_.\_\_.2008, and, if no date has been specified, upon its being signed. Its term shall amount to 36 months. The Agreement shall be extended by 24 months in each case, unless it has been terminated while observing the period of notice as set out here in below.
2. The Agreement may be terminated by either party at any time, observing a six-week period of notice, if a grave breach of contractual obligations is given which, when taking all circumstances of the individual case into account and balancing the interests of the two contractual parties, indicates that it can no longer reasonably be expected of a party to continue the present Agreement, and if said breach is not remedied within an appropriate period of time despite a written warning having been issued. This shall also apply in case of several breaches of contractual obligations which, if seen together, indicate that it cannot be reasonably expected of the respective other party to continue the present Agreement.
3. The termination is to be made in writing via registered letter. This requirement as to form shall not have been complied with if the notice of termination is sent via fax or e-mail.
4. Changes to the contract require a written form, purely verbal agreements cannot be accepted.

**8. Liability**

5. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
6. If the ECQA name, logo or certificate has been intentionally been misused by the certification body ECQA request between 10000 to 30000 EUR cost from the certification body to cover the loss in the reputation of the certification process.

**9. Law**

1. Austrian law applies.
2. The law court of Vienna, Austria, applies.