

Certification Agreement MARC Operator

Hobéon SKO B.V. (Hobéon SKO) certifies persons in accordance with ISO/IEC 17024 standards. The following rights and obligations of the certificate holder are based on these standards.

1. By accepting the application for (re)certification, Hobéon SKO assumes no obligations to the applicant/candidate/certificate holder beyond the performance of the certification process in accordance with the applicable certification scheme. Issuance of a certificate and inclusion in the registry of certificate holders will occur only if and when it is determined in the course of the certification process that the candidate fulfils all of the relevant requirements and after the applicant/candidate/certificate holder has fulfilled all of their financial obligations to Hobéon SKO relating to the application.
2. This certification agreement is subject to the general terms and conditions of Kiwa N.V. These general terms and conditions can be found (in Dutch) at www.mijncertificatie.nl under the webpage titled "Algemene Voorwaarden". By signing this certification agreement, the applicant/candidate/certificate holder agrees to the general terms and conditions of Kiwa N.V.
3. The provisions of certification scheme Certification manual B-Securite Remote Observer-Responder (v1.0), and the applicable Hobéon SKO quality control system are binding for both Hobéon SKO and the applicant/candidate/certificate holder. The applicant/candidate/certificate holder agrees to provide the documents and information necessary to demonstrate that they fulfil the requisite certification requirements.
4. Applicant/candidate/certificate holder certifies that all documents and information submitted by the applicant/candidate/certificate holder in support of the (re)certification application are true and do not contain any false information or unauthorized signatures.
5. The applicant/candidate/certificate holder agrees that Hobéon SKO will maintain a personal file for the purpose of their certification and its maintenance, as outlined in the Hobéon SKO quality control system. This file will be retained for a maximum of 4 years after the expiration date of the last valid certificate, after which the personal file shall be destroyed.
6. Candidate/certificate holder will not disclose confidential exam information or content nor participate in or perpetrate any fraud with relation to the exam.
7. The personal information of the applicant/candidate/certificate holder will not be made public except for the information that is published in the public register. In the event that Hobéon SKO is legally compelled to provide (personal) data to third parties, Hobéon SKO will inform the data subject unless prevented by law.
8. The applicant/candidate/certificate holder agrees that information pertaining to any certificates issued will be included in the publicly accessible register of certificate holders (including their name, scope, certificate number, and expiration date). All personal data relating to the candidate/certificate holder falls under the General Data Protection Regulation (Algemene Verordening Gegevensbescherming). Hobéon SKO published a privacy statement relating to this regulation on their website.
9. Applicant/candidate/certificate holder will provide Hobéon SKO with correct information regarding their full name, home address, date of birth, phone number, and email address. In addition they will immediately inform Hobéon SKO of any changes to their address (including telephone number and e-mail address), job title or description, and any other matters that may impact their compliance with the certification requirements.
10. The Applicant/candidate/certificate holder can indicate any special needs (for example due to dyslexia) at the bottom of this certification agreement.

In the event that a certificate is issued, then the certificate holder:

11. may only use the certificate during the period of validity. If the certificate is suspended or revoked the holder will cease any reference to the certificate and/or Hobéon SKO;
12. will ensure that they continue to meet the requirements of the certification scheme referred to in article 3 for the duration of their certification;
13. is authorized to carry out work activities within the scope of the certificate provided that said activities fall within the level indicated on the certificate and in respect of all other (counter)indications noted on the certificate, for the duration certificate validity;
14. may note the subject area denoted on the certificate, exclusively in combination with the level and designations stated on the certificate on documents produced by them for the duration of certificate validity;

15. the certificate holder will not use the name of Hobéon SKO or the Hobéon SKO logo in any way other than as described above, unless given prior written permission by Hobéon SKO. Legal action will be taken against the misuse of the Hobéon SKO name and/or the Hobéon SKO logo;
16. will not discredit Hobéon SKO. The certificate holder will not make any misleading or unauthorized statements regarding Hobéon SKO;
17. will not abuse or misuse the certificate;
18. accepts that Hobéon SKO reserves the right to verify all information provided by the certificate holder, in terms of content and in regard to the capacity of the certificate holder;
19. will keep records of any complaints against their professional competence and will cooperate with the investigation of any such complaints;
20. agrees that complaints against the certificate holder may lead to an (extra) investigation into the competency of the certificate holder. Complaints against certificate holders may lead to procedural adjustments or sanctions. Costs incurred for additional investigations may be charged to the certificate holder by Hobéon SKO;
21. agrees that violation of the conditions and obligations set out in this certification agreement may lead to sanctions up to and including the dissolution of this agreement;
22. accepts full liability for activities performed within the scope of the certification. Hobéon SKO is not liable for any damage that has or may occur as a result of the actions of a holder of a certificate issued by Hobéon SKO;
23. will cooperate with the supervision of certificate holders as described in the Certification manual B-Securite Remote Observer-Responder (v1.0).

Name certificate holder:

Date:

Signature: