

Application process

Please send in the following Application Form

and

the form **Disclosure of Personal Details**

filled in and signed by mail, fax or scan via email to:

Mrs. Andrea Bernards Fraunhofer-Institute FIT Schloss Birlinghoven 53754 Sankt Augustin

Phone: +49 2241 14-2068 Fax: +49 2241 14-2146 andrea.bernards@fit.fraunhofer.de

In the event that there are more applications than seats for a training course, the order of applications received will be decisive. For this purpose, please fill in your preferred and an alternative date for your participation. If we can offer you a training slot, you will receive a written confirmation and an invoice for the participation fee.



Application form

by fax to: +49 2241 14-2146 or scanned to: andrea.bernards@fit.fraunhofer.de

I hereby bindingly register myself or (in the event of application on behalf of a different person) the Participant named below for the Usability Engineer Training Program with subsequent Examination.

Name of the pursued Training Program:

Usability Engineer

The participation fee including the examination fee amounts to \in 4.900 ,- and is excluded from value added tax.

Please note that the exam is handwritten and takes five hours.

| Pa | rtic | ipa | nt |
|----|------|-----|----|
| | | | |

| Surname: | First Name: |
|----------|-------------|
| | |

I hereby apply for (tick as applicable)

| initial examination | re-examination |
|------------------------------|----------------------------|
| Theoretical examination part | Practical examination part |
| Preffered training date: | Alternative training date: |

Please specify in case of re-examination which part of the exam you would like to repeat.



Application form

Contracting Party / Billing Address

| Company: | | | |
|-------------|-------|-------------|----------|
| Surname: | | First Name: | |
| Department: | | | |
| Street: | | | |
| Postcode: | Town: | | Country: |
| Email: | | | |
| Phone: | | | |

With my signature, I confirm that I have read the Participation Conditions (Point B) and agree to their application. Additionally I confirm (in the event of application on behalf of a different person) that I am entitled to apply on behalf of the Participant.

Place, Date

Signature



Right of Revocation for Consumers

Right of Revocation

You may declare the revocation of your contractual statement within 14 days in text form (e.g. letter, fax, email) without stating any grounds for the revocation. The revocation period commenced upon receipt of the confirmation of the application. The revocation period is deemed observed if the notice of revocation has been dispatched in a timely manner before the expiry of the revocation period. Direct your notice of revocation to:

Mrs. Andrea Bernards Fraunhofer-Institute FIT Schloss Birlinghoven 53754 Sankt Augustin

Fax: +49 2241 14-2146 Email: andrea.bernards@fit.fraunhofer.de

You may use the revocation form attached below, but which is not prescribed...

Consequences of Revocation

In the case of an effective revocation, the goods and/or serviced received by both parties, including any other accrued benefits (i.e. interest), shall be returned. If you are unable to return the received services in their entirety or partially or only in diminished condition, you will need to reimburse us for the discrepancy in value. You will not have to reimburse us for the value of assignment, consumption or use of items or the examination procedure until the time of revocation is exercised.

Revocation Form for Consumers:

(Complete and return this form if you wish to withdraw from the application.)

Mrs. Andrea Bernards Fraunhofer-Institute FIT Schloss Birlinghoven 53754 Sankt Augustin

Fax: +49 2241 14-2146 Email: andrea.bernards@fit.fraunhofer.de

I/We hereby give notice that I/we withdraw from my application from the examination,

registered on:

and registration confirmation from:

Surname, First Name:

Complete adress:

Signature (not necessary in case of revocation by email):

Date:



Disclosure of Personal Details

| by fax to: | +49 2241 14-2146 oder |
|-------------|-----------------------------------|
| scanned to: | andrea.bernards@fit.fraunhofer.de |

Personal Details of the Participant

| Ms. | Mr. | | |
|--------------------------------|-------|-----------------|-------------|
| Title: | Surna | ime: | First Name: |
| Date of Birth: Place of Birth: | | Place of Birth: | |
| Street: | | | |
| Postcode: | Towr | : | Country: |
| Email: | | | |
| Phone: | | | |

I have taken note of the Data Protection Information (Point A).

With my signature I agree to the Participation Conditions (Point B).

I especially confirm that I fulfill the Participation Requirements (Point C). I will provide proof of my qualifications within 14 days after receipt of the confirmation of my application by handing in all necessary certificates to the Fraunhofer Personnel Certification Authority at Fraunhofer FIT.I am aware that the Certificate is valid for three years. After that period a re-certification is necessary to extend the validity of the Certificate (see Examination Regulations). In the re-certification process personal information and data are required.

I have taken note of the Rights and Obligations stated in Point D. I am aware that acceptance of these provisions is mandatory to use and maintain the Certificate and that I am responsible for any disadvantages resulting from a failure to comply.

| Place, Date | Signature |
|--|--------------------------|
| How did you learn about us? (voluntary statement) | |
| Internet search | Recommendation |
| Google advert | □ Via Fraunhofer Academy |
| Article in print media | Brochure |
| Article on the internet | Other: |



Attachment A-D

A. Data Protection Information (Fraunhofer Personnel Certification Body)

As a part of the certification, we, as the institution responsible for the Data processing, will store Personal Data for the duration that is necessary to reach the defined purposes and to comply with legal obligations. Hereinafter we are going to inform you about which Personal Data is being processed and in which way this will happen. We will furthermore inform you about your rights in regards to this matter.

Personal Data, as defined in to Art. 4 No. 1 General Data Protection Regulation (GDPR), means any information relating to an identified or identifiable natural person.

1. Name and Contact Information of the Data Processor as well as Fraunhofer's Data Protection Officer

Responsible is:

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

Hansastr. 27c, 80686 Munich, Germany,

for the

Fraunhofer Personnel Certification Body Fraunhofer Institute for Applied Information Technology FIT

Schloss Birlinghoven 53754 Sankt Augustin, Germany

 E-Mail:
 anke.fuhrmann@fit.fraunhofer.de

 Phone:
 +49 2241 14-2020

 Fax:
 +49 2241 14-1050

Fraunhofer's Data Protection Officer can be reached at the address above, at the attention of the Data Protection Officer as well as at <u>datenschutz@zv.fraunhofer.de</u>.

You can contact our Data Protection Officer at any time with your questions regarding our Data Protection or your rights regarding your Personal Data.

Alternatively, you can directly address the Fraunhofer Personnel Certification Body.



2. Processing of Personal Data and Purposes of the Processing

a. Registration for the certification check

When you fill out the registration form for the certification check, we collect various Personal Data concerning the participating person. We hereby mean name, surname, information regarding the the contracting party/your employer and the invoice address (e.g. company, contact person, department, contact information). The latter can differ from the participant's information but is linked to the personal information of the participant. These statements are mandatory to pass a certification.

The collection of this Personal Data takes place

- to identify our contracting party;
- for the justification and execution of the contractual relationship concerning the certification;
- to control the credibility of the provided Data;
- to contact you or the affiliate in case of queries and the organization of the certification process or in case of amendments to the certification process.

If a Participant, who becomes an affiliate, fills out the form, the data processing is based on Art. 6 I 1 b GDPR and is necessary for the fulfilment of the contract as well as for pre-contractual arrangements (e. g.to edit the application).

If a Participant does not act as the contracting party itself, the data processing is based on Art. 6 I 1 f GDPR and is necessary to protect our legitimate interests. The purposes mentioned are legitimate interests in terms of the provision mentioned above.

As a principal, the Personal-Data that is collected during the application, will be stored and deleted after the regular limitation period of three years starting at the end of the year in which the contract and the concerned certification was concluded.

Furthermore, we are obliged by Art. 6 I 1 c GDPR to store Personal Data for 6 to 10 years because of legal duty to preserve records (especially according to § 147 AO). The period of preservation starts at the end of the year the invoice is dated. In this case, the storage is only for legal matters and only to the extent necessary to comply with legal duties.

There will no storage beyond the already mentioned one, unless you agree to it according to Art. 6 I 1 a GDPR.

b. Voluntary disclosure and verification of admission requirements

We collect additional Personal Data of the disclosing Participant in addition to his/her name (Address and birth date) on a voluntary basis. However, the disclosure of such information is mandatory if you intend to apply for a certification.

The collection of this Data is needed

- to identify the Participant;
- to secure the identity of the Participant in the future, if necessary;



- to contact the Participant in case of queries, amendments to the certification process or to remind the Participant of the term of the certification; and
- to enable us to pass a transparent and lawful certification.

In order to get the certification, the Participant needs to prove that he/she fulfills all admission requirements. For this purpose, the Participant has to submit copies of corresponding credentials and qualifications (e.g.: diploma and employment reference).

With the request of a person interested in participating, the data processing is started based on Art. 6 I 1 b GDPR and is necessary to conduct pre-contractual arrangements (verification of admission requirements), provided the person acts as the contracting party.

Otherwise data processing is based on our and the participant's interest to assure the transparency of a lawful certification, according to Art. 6 I 1 f GDPR. In addition, data processing is necessary to allow a certification in order with DIN EN ISO/IEC 17024.

Furthermore, the Participant can voluntary disclose, how he/she came to know of Fraunhofer's certification activities. We use this information to evaluate and enhance our marketing measures. This Data Processing is based on Art. 6 I 1 f GDPR and is necessary to protect our legitimate interests. The purposes mentioned are legitimate interests in terms of the above-mentioned provision.

In case a person does not fulfill all admission requirements, we will delete the Personal Data collected from the voluntary disclosure and from further records, as soon as we have determined that the participant has failed to pass the certification process.

In case of a temporary valid certification (which will be usually be granted for a 3 year period), we will store the data from the voluntary disclosure for up to one year after the termination, from further records that prove the fulfillment of all admission requirements and examination materials. During the validity period the storage takes place in both our interests to prove the lawfulness of the certification. After the validity period the storage takes place to make a recertification possible for you.

In addition to a certificate, every Participant receives an unlimited valid attestation that proves he/she successfully participated in a certification test. We store the attestation as well as its content longer than the validity period of the certificate in order to be able to confirm the content of the attestation after the termination of the certificate.

In case of an unlimited valid certificate, we store the certificate as well as the attestation up to 30 years.

c. Approach in order to recertify

We use email-addresses we received from voluntary disclose, to contact a person whose certificate is about to expire. The approach takes place to inform this person about the expiration as well as the possibility of a recertification.

This Data Processing is based on Art. 6 I 1 f GDPR. It is justified by our interest to provide a recertification and because of your interest to use the possibility of a simplified recertification.

If the person is not interested in a recertification, we will delete the Personal Data at the latest one year after termination of the certificate.



3. Application of information concerning the lawfulness of a certificate

It is possible to obtain information concerning the entitlement of a person that has passed the certification successfully, if the number of the certificate is given (e.g. from potential employer of the mentioned person). To identify the mentioned person, it is necessary to ask for the name, birthday and place of birth. We will compare this information with the Personal Data stored concerning this person (name, birthday, place of birth). Afterwards we confirm the lawfulness positively or negatively, without passing any Personal Data.

The comparison is based on Art. 6 I 1 f GDPR. It is used to prevent the misuse of our certificates, so it is necessary to protect our legitimate interest according to the above-mentioned provision.

4. No Transfer of Personal Data

A principle of Fraunhofer's handling of Personal date is that your Personal Data will not be transferred to third parties. However, a transfer is possible, in case

- you granted us your consent according to Art. 6 I 1 a GDPR; or
- we have a legal duty to transfer the Data according to Art. 6 I 1 c GDPR; or
- of a confirmation of lawfulness according to Section 3.

A transfer of Personal Data to a third state (outside of EU) or to an international organization is excluded.

5. Rights of affected Persons

You have the right to

- revoke your consent at any time according to Art. 7 III GDPR. As a consequence, we are no longer entitled to process Data, that was based on your consent;
- request information about the processing of your Personal Data according to Art. 15 GDPR. You can
 request information about the purposes of processing, category of Personal Data, category of recipients,
 who receive your Personal Data or will receive it in the future, proposed time of storage, the existence of
 a right to correct, delete or limit the processing or to revoke, the existence of a right of appeal, the origin
 of your Personal Data, in case they were not collected from us, as well as the existence of automatic
 decision making, including profiling and as appropriate expressive information concerning the details;
- request immediate correction of incorrect or incomplete Personal Data according to Art. 16 GDPR;
- request deletion of all of your Personal Data according to Art. 17 GDPR, as long as the processing is not necessary to exercise the right of free speech and information, to fulfill a legal duty, because of reasons of public interest or to plead, exercise or to defend legal claims;
- request restriction of the processing of your Personal Data according to Art. 18 GDPR, as far as you deny the correctness of your Personal Data. You also have the right to request restriction of the processing of your Personal Data, in case the processing is unlawful, provided that you do not want your Personal Data deleted and we do not need your Personal Data anymore, but you need them to plead, exercise or defend legal claims or you entered an objection against the processing according to Art. 21 GDPR;
- to receive your Personal Data, that you provided, in a structured, usual and machine-readable format or to request the transmission to another authority according to Art. 20 GDPR;
- to complain to regulators according to Art. 77 GDPR. Usually you can turn to the regulator of your place of residence, your place of work or place of business of our contracting party.



Information concerning your right of objection according to Art. 21 GDPR

You have the right to revoke your agreement to the processing of your Personal Data based on Art. 6 I e GDPR (Data Processing based on public interest) and Art 6 I f GDPR (Data Processing based on weighing of interest) at any time; this includes a profiling according to Art. 4 IV GDPR.

If you revoke your agreement, we will no longer process your Personal Data, except we can provide compulsory legitimate reasons for the processing. This reasons need to outweigh your interests, rights and freedoms or the processing serves the possibility to plead, exercise or defend legal claims.

If you revoke your agreement to the processing of Personal Data for direct advertising, we will immediately such processing. In this case you do not have to give a special reason. The same applies to profiling, as long as it is connected to such direct advertising.

To make use of your right of objection, you can send an email to anke.fuhrmann@fit.fraunhofer.de.

6. Data safety

We use suitable technical and organizational safeguard measures to protect your Personal Data against random or willful manipulation, partial or complete loss, destruction or unauthorized access of third parties. Our safeguard measures will be improved according to technological process.

The Personal Data, collected and process during the certification process, will only be stored by the Fraunhofer – Personnel Certification Body. They will not be transferred to other departments of Fraunhofer, not even within Fraunhofer FIT.

7. Currency of this data protection information

This data protection information dates from October 2018.



250 € handling fee

25% of the examination fee

50% of the examination fee

100% of the examination fee

B. Participation Conditions

(as of: July 2018)

The Fraunhofer Institute for Applied Information Technology FIT is a constituent entity of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 Munich (hereafter Organizer).

- 1. For the training procedure as well as the examination in the field of Usability Engineering only these Participation Conditions apply. Terms and Conditions of the Applicant or a third party are not accepted even if the Organizer does not expressly reject.
- 2. The participation fee includes participation in the training program, the course material, hospitality during breaks and on certain evening events as well as the costs for the examination. Expenses for journey and accommodation are not included.
- 3. The training and examination is held in English. Sufficient knowledge of the English language is required for participation.
- 4. The Applicant has the possibility to apply for consideration of special needs. The application for the consideration of special needs may be submitted informally to the certification authority.
- 5. Full payment of the participation fee must be made before commencement of the examination.
- 6. The Applicant is entitled to rescind the contract under the following conditions:

Rescission must be declared in writing. Depending on the time of rescission, the Organizer may charge a handling fee.

In the event of rescission the following fee will be invoiced or retained:

- from the date of application until 29 days before the start of the event:
- 28 15 days before the start of the event:
- 14 8 days before the start of the event:
- from 7 days before the start of the event:

a) The Applicant may provide proof that no damage has been incurred or that the damage is significantly lower than the demanded fee.

b) The blanket handling fee shall not apply if the lump sum exceeds the damage expected according to the usual course of events or the usually occurring impairment.

In such cases a) and b) only the actually occurred damage or impairment will be charged as handling fee.

No fee is charged if the Applicant provides a replacement. The change of registration shall be made in writing by the original Applicant who remains liable to pay the rescission fee to the Organizer until the change of registration is successfully completed.



- 7. If the Applicant is deemed a Consumer in accordance with § 13 BGB (German Civil Code) he/she is entitled to revoke his/her application within 14 days in accordance with § 312 g BGB (German Civil Code), which takes precedence over provision 6.
- 8. Unless marked otherwise, any material handed out is protected by copyright; duplication except for personal, non-commercial use as well as any form of publication without prior written consent of the Organizer is prohibited.
- 9. The Organizer excludes all liability for any damages to or loss of any items brought in by the Participants.
- 10. The Organizer, its legal representatives and vicarious agents are liable only for willful intent and gross negligence. This extends to non-contractual claims. The limitation of liability does not apply to damages resulting from injury to life, body or health or breach of a material contractual obligation or from willful intent.
- 11. During the stay on the Organizer's premises, the Participant is subject to all applicable order and safety regulations.
- 12. German law applies with the exclusion of the UN CISG. The place of performance for services of Fraunhofer is Sankt Augustin, Germany. The place of fulfilment for payments by the Applicant is Munich, Germany.
- 13. Additions, modifications or amendments must be made in writing. The invalidity or unenforceability of any provisions of these Participation Conditions do not affect the validity or enforceability of any other provision of these conditions, which remain in full force and effect. The same applies in case of an omission.
- 14. The Organizer reserves the right to modify or amend these Participation Conditions at any time.



C. Participation Requirements

Please note that participation in the examination in the field of Usability Engineering is only possible if you have the following qualifications.

Certificate level A

The Applicant for the certification "Usability Engineer" shall prove that he/she

either

has completed a study at a German university, or at official recognized technical college or has a similar diploma from a foreign college recognized as equivalent by the competent body

and

at least six months work experience in connection with the development or testing of interactive products

or

has work experience of at least one year in connection with product development or testing of interactive products.

Certificate level B

The Applicant for certification as an "Usability Engineer" and/or

- Additional Qualification in "User Requirements Engineering"
- Additional Qualification in "Interaction and Information Design"
- Additional Qualification in "Visual User Interface Design"
- Additional Qualification in "Usability and User Experience Testing"
- Additional Qualification in "Usability Process Management

shall prove previously theoretical and practical expertise in the field of "Usability Engineering".

Therefor he/she has to confirm:

The Certificate of the Fraunhofer Personnel Certification Authority (certification board) as "Usability Engineer"

or

an equivalent certificate accepted and approved by the Fraunhofer Personnel Certification Authority

or

an certificate accepted by the Fraunhofer Personnel Certification Authority plus the requirement of a successful written examination.



Certificate level C

An Applicant for the certification as "Senior Usability Engineer" shall prove previously theoretical and practical expertise in the field of "Usability Engineering".

Therefor he/she shall confirm:

- 1. The **Certificat**e as "Usability Engineer"
- 2. At least a certification of the following certification profiles:
- Additional Qualification in the field of "User Requirements Engineering"
- Additional Qualification in the field of "Interaction and Information Design"
- Additional Qualification in the field of "Visual User Interface Design"
- Additional Qualification in the field of "Usability and User Experience Testing"
- 3. The Certificate "Usability Engineer Additional Qualification in Usability Process Management"

The required qualifications must be proven by handing in copies of relevant certificates within 14 days of the confirmation of the application.



D. Rights and Obligations

(as of: October 2018)

The issuance of the Certificate is associated with rights and obligations, which we would like to point out in advance. If you do not agree with the application of the following regulations, participation is not advisable. You will later be handed a copy of these regulations along with the Certificate.

1. Rights

Within the scope of his/her occupation in "Usability Engineering", the Certificate Holder is entitled to

- refer to his/her certification and the certifying body on letterheads, in the internet and other printed documents in the following way: certified "NAME OF THE CERTIFICATE", approved by the Fraunhofer Personnel Certification Authority" or certified "NAME OF THE CERTIFICATE" (e.g. "certified Usability Engineer" or "certified Expert for User Requirements Engineering"). By using Alternative 1, he/she shall check that the designation of "approved by the Fraunhofer Personnel Certification Authority" does not appear bigger than the name of the certified person.
- use the certificate as a whole referring to the certification
- view the document "Personenzertifizierungen im Bereich Usability Engineering", which explains the certification system of the Fraunhofer Personnel Certification Authority at Fraunhofer FIT.

Further details: cf. Section 2.4 below.

2. Obligations

The Certificate Holder shall comply with following principles:

2.1. Diligence

The Certificate Holder shall exercise his/her occupation in accordance with the "State of the Art" in Usability Engineering. Usability of a product is the foremost principle of all action.

2.2. Independence

The Certificate Holder shall act without regard to official relations within the company and/or its employees or their desired results (personal independence).

2.3. Personal Performance

The Certificate Holder shall perform all required services with regard to preparation, execution and evaluation of usability projects in person. He/she shall not use the deed of the certification falsely or in any misleading way.

2.4. Permitted use of certificates

The following regulations shall also apply for the use of certificates:

- The certificate shall be granted to the certificate holder. The actual certificate/document shall remain the property of the Fraunhofer Personnel Certification Authority.
- Only valid certificates shall be used.
- The certificate shall not be abused inappropriately.
- The certificate shall be returned to the certification board
 - after expiration of the certificate,
 - after the Certification holder has been informed by the Fraunhofer Personnel Certification Authority about the withdrawal
- In case of suspension, withdrawal or lapse of the certification the Certification holder shall immediately cease the use of the certificate. References of the Certification holder to the certification and/or the Fraunhofer Personnel Certification Authority shall be removed immediately. In this event letterhead or other printed material shall be destroyed immediately or in case of suspension shall not be used during suspension.
- The use of the certificate and references to it are only permitted if the observer explicitly recognizes who has been examined and certified.



- By using the certification or making references to it he/she shall not give the impression that the certified person is an employee of Fraunhofer-Gesellschaft or that he/she acts on behalf of Fraunhofer-Gesellschaft.
- The Certificate holder is responsible for the correct use of the Certificate. Possible doubts shall be the responsibility of the Certificate holder.

2.5. The Use of the Fraunhofer-Logo

The certificate of the Fraunhofer Personnel Certification Authority contains the Fraunhofer-Logo. The Logo shall exclusively be used as a part of the certificate in that way that the certificate as a whole may be copied or made available in the internet as proof of the issuing certification board for e.g. clients or employers. Any further use beyond this of the Fraunhofer-Logo or the use of the name Fraunhofer as trade mark is expressly prohibited. In case of violation Fraunhofer-Gesellschaft is entitled to apply for injunctive relief or damage claims.

2.6. Duty to give Notice

The Certificate Holder shall notify the Fraunhofer Personnel Certification Authority without delay of:

- any changes of name (e.g. in case of marriage),
- any change of place of residence,
- the loss of the certificate.

2.7. Duty to Disclose

Upon request of the Fraunhofer Personnel Certification Authority at Fraunhofer FIT, the Certificate Holder shall disclose and furnish all necessary particulars and documents regarding the monitoring of activities and compliance with the aforementioned duties within a set deadline and without compensation.

He/she may refuse to provide self-incriminating information or such information that may incriminate his/her relatives.

3. Violation of Duties as Certificate Holder

Depending on the gravity of the violation of a duty stated in this document may be suspended or revoked. The former Certificate Holder is then no longer entitled to refer to his/her certification.