



Rules and Regulations for SECO-Institute Examinations

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Contact information

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1. Definitions

In these rules and regulations, the terms below have the following meanings:

- 1.1 "Appeal": the request of a Candidate to revise a decision by SECO-Institute on the awarding, denial or withdrawal of Certificates or Diplomas or a decision by SECO-Institute on an Objection.
- 1.2 "Objection": the request of a Candidate to revise a decision by SECO-Institute in so far as these Rules and Regulations explicitly provide for objections to be lodged against that decision.
- 1.3 "Central Examinations": Examinations conducted by SECO-Institute or its subsidiaries in the Netherlands or elsewhere, including Examinations conducted at SECO-Institute examination locations and Examinations conducted online via SECO-Institute Online Examinations.
- 1.4 "Certificate" or "Diploma": the document issued by SECO-Institute that proves that the Candidate meets all Examination requirements set for a certain Examination by SECO-Institute.
- 1.5 "Coaching Report": the document issued by SECO-Institute in which the Candidate is informed on personal areas requiring special attention for study purposes.
- 1.6 "Decentral Examinations": all Examinations conducted on behalf of SECO-Institute in the Netherlands or elsewhere by a SECO-Institute Partner.
- 1.7 "Board of Directors": the Board of Directors of SECO-Institute Holding B.V
- 1.8 "Examination": the mechanism used to establish whether the Candidate meets all the Examination Requirements set by SECO-Institute;
- 1.9 "Examination Requirements": the requirements laid down by SECO-Institute in the Preparation Guide for passing an Examination.
- 1.10 "Examination Supervisor": the invigilator authorized by SECO-Institute to supervise Central Examination or Decentral Examination.
- 1.11 "Examination Materials": all materials made available by SECO-Institute or a SECO-Institute partner to the Candidate during the Examination or during a review session, including examination questions and examination answers.
- 1.12 "Examination Module": a module on a specific topic and with a specific degree of difficulty which is designated for the certification of individuals by means of an Examination.
- 1.13 "SECO-Institute": SECO-Institute B.V.
- 1.14 "SECO-Institute Partner": a party accredited or otherwise authorised by SECO-Institute within the framework of SECO-Institute's certification programs, including accredited examination centers and computer based testing agents.
- 1.15 "Fraud" or "Committing Fraud": the acts which partly or wholly obstruct proper judgment of the tested knowledge, understanding and skills. These acts also include any use of aids that are not explicitly permitted, and plagiarism.
- 1.16 "Candidate": the natural person who wishes to take or has taken a SECO-Institute Examination.

- 1.17 “Complaint”: all remarks of a Candidate on the services of SECO-Institute, except Objections and Appeals.
- 1.18 “Live Monitored Online Examination”; an Examination conducted remotely through the online examination channel SECO-Institute Online Examination, during which the Candidate is monitored permanently by the Examination Supervisor;
- 1.19 “Preparation Guide”: the document, for some Examination Modules referred to as syllabus, published or made available by SECO-Institute in which the Examination Module plus the Examination Requirements, Entry Requirements, literature and the duration of the Examination are described.
- 1.20 “Procedural Complaint”: A Complaint of a procedural nature which concerns the conduct of an Examination and/or the relevant preliminary/subsequent stage.
- 1.21 “Board of Appeal”: the committee installed by SECO-Institute which is responsible for handling and deciding over Appeals.
- 1.22 “Rules and Regulations”: these rules and regulations for SECO-Institute’s Examinations.
- 1.23 “Result Paper”: the document issued by SECO-Institute which proves that the Candidate has taken a SECO-Institute Examination and which shows the result obtained.
- 1.24 “Entry Requirements”: the requirements set by SECO-Institute for the relevant Examination Module, also referred to as admission requirements, that a Candidate must have met before being allowed to register for an Examination. Examples are that an accredited training must have been completed or a certain Certificate must have been obtained.
- 1.25 “Video Proctored Online Examination”: an Examination conducted remotely through the online examination channel SECO-Institute Online Examinations, during which the Candidate is not monitored permanently, but for which control and monitoring take place afterwards, on the basis of video and audio recordings made during the Examination.

2. Deviations from the Rules and Regulations

- 2.1 The organisation of the Examinations to be conducted rests with the Board of Directors, with due observance of the provisions set out in these Rules and Regulations.
- 2.2 If such circumstances occur before or during an Examination that are related to the organisation and that must be resolved immediately, decisions will be taken by the Examination Supervisor authorised by the Board of Directors.

3. Changes to the Rules and Regulations

- 3.1 These Rules and Regulations can be changed, added to or withdrawn by the Board of Directors.

- 3.2 Changes, additions or withdrawals will come into effect immediately with publication of a revised version of these Rules and Regulations at www.seco-institute.org
- 3.3 The Board of Directors decides in cases not provided for by these Rules and Regulations.

4. Relation with SECO-Institute's General Terms and Conditions

- 4.1 For Candidates taking part in Central Examinations, the General Terms and Conditions also apply. The general terms and conditions include, amongst other aspects, stipulations on registration, payment, cancellation and rescheduling of Examinations. In case of discrepancies between the general terms and conditions and these Rules and Regulations, the general terms and conditions will prevail, unless the General Terms and Conditions explicitly refer to these Rules and Regulations.
- 4.2 A In case the Candidate participates in Central and Decentral Examinations, additional terms can be applicable with respect to the examination location, such as house rules. In case of conflict between such terms and the Rules and Regulations, the Rules and Regulations will prevail.

5. Personal Data

- 5.1 Personal data of Candidates will be processed and used in accordance with the privacy statement of SECO-Institute, which is published at www.seco-institute.org.

6. Examination Modules and Examination Requirements

- 6.1 SECO-Institute determines the Examination Modules. The available examination portfolio is subject to change. SECO-Institute publishes all Examination Modules available and changes thereto at www.seco-institute.org. This does not apply to Examination Modules that are available only to or through specific SECO-Institute Partners; these will be announced only to or through that SECO-Institute SECO-Institute Partner.
- 6.2 SECO-Institute defines Examination Requirements for each Examination Module.
- 6.3 The Examination Requirements are described in the Preparation Guide for the relevant Examination Module. The Preparation Guide can be consulted at www.seco-institute.org
- 6.4 A material change to the Examination Requirements or a decision to revoke any of the Examination Modules will come into effect after a term of at least two months has lapsed since the publication of that change. The Board of Directors has the right to deviate from this term.

- 6.5 Subjects that are included in the Examination Requirements but not in the literature mentioned are part of the subject matter a Candidate must master for the Examination.

7. Method for the Conduct of Examinations

- 7.1 Examinations are conducted in writing, orally, or can be computer-controlled or computer-assisted. Examinations with an automatic grading key (including multiple choice) may be conducted in writing or on the computer. Examinations with essays or open questions may be conducted both in writing and on the computer.
- 7.2 In preparation for the Examination, a copy of the Examination case is made available prior to the Examination date in certain cases.
- 7.3 SECO-Institute seeks to enable candidates who need special assistance to take an Examination, for instance, on account of visual impairment or dyslexia. Upon such requests, SECO-Institute will take special measures.
- 7.4 In individual cases, the Board of Directors has the right to decide that the Examination shall be conducted in a manner deviating from the manner provided for in these Rules and Regulations. Candidates will be informed as soon as possible after such a decision has been made.



8. Examination Dates & Examination Information

- 8.1 Computer-assisted, computer-controlled, and written Central Examinations will be conducted on the dates set by SECO-Institute. Oral Central Examinations will be conducted on a date set by SECO-Institute after consulting the Candidate.
- 8.2 SECO-Institute reserves the right to change examination dates already set.
- 8.3 General information concerning Examination Modules, such as information on the current portfolio and any expiry dates of Certificates or Diplomas obtained can be found at www.seco-institute.org.

9. Entry Requirements

- 9.1 Some of the Examination Modules set Entry Requirements which the Candidate must have met upon registration. The Entry Requirements are defined in detail in the Preparation Guide for the relevant Examination Module.

10. Registration for Examinations

- 10.1 Registration for Central Examinations takes place in accordance with the applicable general terms and conditions of SECO-Institute.

10.2 Registration for Decentral Examinations takes place through the SECO-Institute Partner and SECO-Institute receives information on the Candidate from the SECO-Institute Partner.

11. General Examination Rules

- 11.1 Each Candidate must observe the Examination rules as laid down in this article.
- 11.2 During the Examination, the conduct of the Candidate and the circumstances must enable SECO-Institute to establish the identity and/or test the knowledge, understanding and/or skills of the Candidate in an adequate manner.
- 11.3 The Candidate must prove his/her identity prior to the Examination by means of a valid ID, recognised by law and carrying a recent photo;
- 11.4 The Candidate must be present in the examination room in time and at the time mentioned in the notice;
- 11.5 The Candidate must follow the instructions of the Examination Supervisor;
- 11.6 The Candidate must act in accordance with these Rules and Regulations (and, in so far as applicable, in accordance with additional stipulations in the general terms and conditions of SECO-Institute) e.g. with respect to Entry Requirements;
- 11.7 The financial obligations with regards to the Examination must have been met;
- 11.8 During the Examination, the Candidate may only use the Examination Material supplied by SECO-Institute, unless explicitly mentioned otherwise in the Preparation Guide or unless SECO-Institute has explicitly consented to such usage. If the use of specific books is explicitly allowed pursuant to the Preparation Guide, only clean physical books without notes or other comments can be used.

12. Special Examination Rules for Online Examination

- 12.1 Without prejudice to the General Examination Rules as described in article 11 of these Rules and Regulations, a Candidate taking the Examination via SECO-Institute Online Examinations must also abide by the following rules laid down in this article.
- 12.2 Candidates taking a Video Proctored Online Examination must prove their identity prior to the examination by (1) taking a photograph of themselves with the webcam (the face must be fully visible) and (2) taking a photograph with the webcam of a valid proof of identity including a closely resembling photograph.
- 12.3 The Candidate is obliged to show the test environment by making a 360° film of the test environment with the webcam; this film must be suitable to enable SECO-Institute to check whether the environment is in line with the requirements as laid down in this article.
- 12.4 If the use of books during the Examination is explicitly allowed pursuant to the Examination Requirements, the Candidate must show the book by means of a video recording: this video recording must enable SECO-Institute to assess whether the requirements under article 11.8, second sentence, have been met. The Candidate



must at least show the front and back covers of the book and must browse the book slowly.

- 12.5 The test environment in which the Candidate takes the Examination must meet the following requirements:
- 12.5.1 The Candidate's test environment must be quiet and tranquil.
 - 12.5.2 There may not be any other people in the room.
 - 12.5.3 On the desk or other workplace, there may not be anything except a computer and, in case the computer does not have an internal webcam, an external web camera. All other materials have to be removed, unless explicitly permitted (Photo ID, email with link and activation code, books allowed during open-book Examination).
 - 12.5.4 There may not be sounds from music, television or any other sounds.
 - 12.5.5 There may not be other computers or similar devices running in the examination room.
 - 12.5.6 Lighting must be "daylight" quality and overhead is preferred if at all possible.
 - 12.5.7 If overhead is not possible, the source of light should not be behind the Candidate.
- 12.6 During the Examination the Candidate's conduct must meet the following requirements:
- 12.6.1 The Candidate cannot communicate with anyone, or talk out loud (not to him-/herself either). Communication is allowed only in case of emergency, or for contacting the helpdesk in case of technical disturbances. Only during Live Monitored Online Examinations, the candidate is allowed to communicate with the Examination Supervisor.
 - 12.6.2 The Candidate may not leave the room after starting the Examination.
 - 12.6.3 The Candidate must face the computer screen during the Examination.
 - 12.6.4 The Candidate is not allowed to take screen shots during the Examination.
 - 12.6.5 During the Examination, the Candidate is not allowed to use any other applications than SECO-Institute's registration tool, the examination and monitoring software made available by SECO-Institute and an e-mail application (however: solely in order to copy/paste the examination code - any other use is prohibited).
 - 12.6.6 The Candidate is not allowed to surf on the internet and/or to consult digital data or web pages or to have these opened, unless this is explicitly permitted.
 - 12.6.7 Wearing ear plugs or headphones is not allowed.
 - 12.6.8 The Candidate must be dressed and behave decently at all times.
- 12.7 Computer/Webcam setup during the exam: Concerning the requirements for the setup of the computer and webcam that are used during the Examination:
- 12.7.1 It is not allowed to have desktop sharing software installed and activated on the computer.

- 12.7.2 The webcam and microphone required for the exam must be enabled and running.
- 12.7.3 The Webcam must be focused on the candidate taking the Examination at all times.
- 12.7.4 The Candidate's face must be positioned in the center of the webcam view and must be visible throughout the duration of the Examination.
- 12.7.5 Nothing may cover the lens of the webcam at any time during the Examination.

13. Fraud

- 13.1 Committing Fraud, offering others the opportunity to commit Fraud or stimulating Fraud is prohibited.

14. (Intellectual) Property of Examination Materials

- 14.1 SECO- The Candidate is required to treat the Examination Materials as strictly confidential. Without the prior written consent of SECO-Institute, the Candidate is not allowed to take with him or her (parts of) the Examination Materials, or to copy, photograph or in any way reproduce these, inform third parties of the contents of Examination Materials, or provide these to third parties in any way.
- 14.2 All rights, including the copy rights and other intellectual property rights that can be exercised with regard to the Examination materials, vest and remain to vest exclusively with SECO-Institute and its licensors. The Candidate may only use the Examination Materials in so far as this is necessary for taking the Examination.

15. Sanctions for Deviations or Irregularities

- 15.1 If Any deviation or irregularity in relation to the regulations as included in paragraphs 12, 13 and 14 can lead to sanctions as described in this article.
- 15.2 If the deviation or irregularity is discovered prior to or during the Examination session, the Candidate can be excluded from participating or continuing the Examination. SECO-Institute may also decide to nullify, not assess and/or not establish a result for the (partially) completed Examination.
- 15.3 In case the deviation or irregularity is determined after the Examination session has taken place, SECO-Institute may decide to nullify, not assess and/or not establish a result for the Examination. If the Candidate involved has already received an Examination result, the Coaching Report and any Certificate and/or Diploma awarded on the basis thereof can still be invalidated and reclaimed. During the investigation into such deviations or irregularities, SECO-Institute can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.



- 15.4 Decisions taken under this article will be confirmed and announced to the Candidate in writing, stating the grounds.
- 15.5 The Candidate has the right to file an Objection against a decision referred to in paragraph 4.

16. Additional Measures

- 16.1 In case of aggravating circumstances of: Fraud, stimulating third parties to commit Fraud, acts contrary to article 14 or other cases of serious violation of the Examination Rules as defined under article 11 and/or article 12 of these Rules and Regulations, SECO-Institute may decide to exclude the person involved from participating in future SECO-Institute Examinations and Diplomas as a Candidate for a maximum period of 5 years. In exceptionally serious cases, the individual involved may also be excluded for a longer period of time or for an indefinite period of time from SECO-Institute Examinations. In very serious cases other Certificates, Diplomas, Coaching, Reports and Result Papers that were awarded prior to the decision may also be invalidated or reclaimed in retrospect. During the investigation into such deviations or irregularities, SECO-Institute can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.
- 16.2 Articles 15.4 and 15.5 of these Rules and Regulations apply equally.
- 16.3 Next to the measures included in these Rules and Regulations, SECO-Institute has the right to take all necessary legal measures, such as, if appropriate, reporting a case to the police and/or recovering the damage from the person involved.

17. Assessment of Examinations by an Automatic Grading Key

- 17.1 If and in so far the Examination is conducted by a method that makes use of an automatic grading key (such as a multiple choice exam), assessment takes place with the aid of the computer software.
- 17.2 SECO-Institute establishes the number of points to be awarded on the basis of the assessment as defined in this article.

18. Assessment Methods for Oral Examinations

- 18.1 Oral Examinations are conducted by one or more examiners. An audio recording is made of the examination.
- 18.2 Each examiner advises SECO-Institute on the points to be awarded. If more than one examiner is involved, each examiner will form a judgment of the Candidate independently of the other/others. The examiners subsequently give advice on the number of points to be awarded by mutual agreement.

- 18.3 If more than one examiner is involved and examiners cannot reach a joint agreement on the number of points to be awarded after consultation, the audio recording will be assessed by an additional examiner. This additional examiner will give final advice on the number of points to be awarded on the basis of the audio recording and the earlier judgment by the other examiners.
- 18.4 On the basis of the advice referred to in this article, SECO-Institute establishes the number of points to be awarded.
- 18.5 The Preparation Guide may deviate from the provisions of this article.

19. Assessment Methods for Examinations with Essay Questions/Open Questions

- 19.1 In case of Examinations with essay questions/open questions, each Examination paper is assessed by one examiner.
- 19.2 On the basis of the advice referred to in this article, SECO-Institute establishes the number of points to be awarded.
- 19.3 The Preparation Guide may deviate from the provisions of this article.

20. Issuing of Results; Term, internal review

- 21.1 With due observance of the provisions in these Rules and Regulation, SECO-Institute will inform all Candidates who have participated in an SECO-Institute Examination of their Examination results by means of a Result Paper.
- 21.2 Only a Certificate or Diploma proves that a Candidate meets the Examination Requirements.
- 21.3 The Result Paper includes, amongst other elements, the title of the Examination Module, the examination date and the grade or percentage awarded.
- 21.4 The Result Paper will be issued to the Candidate within four weeks or, in case of open questions/essay questions, within eight weeks after the Examination date. In case of Decentral Examinations, these terms will start once SECO-Institute has received the Examination documents from the SECO-Institute Partner. If SECO-Institute has required an inquiry to be carried out, for example in case of suspicion of fraud or other violations of the examination rules, the time limit for issuance of the Result Paper may be longer.
- 21.5 No information is provided on Examination results by phone.
- 21.6 If, in the context of a pilot, there is question of an Examination with a preliminary status, the Candidate will receive a preliminary result. The Candidate will receive the Result Paper once the score has been established definitively.
- 21.7 SECO-Institute may review decisions already taken and published on the substantive assessment of an Examination if and when SECO-Institute deems such an action necessary, for example if errors have been found in an Examination. When considering if such review is necessary, SECO-Institute will take into consideration the

circumstances of the case and the legitimate interests of the Candidate involved. Reviews pursuant to this article can never result in a lower result for a Candidate or in the withdrawal of a Certificate or Diploma already issued.

22. Additional Test

- 22.1 If SECO-Institute has, due to circumstances such as technical disturbances or suspicion of fraud, reasonable grounds to doubt the knowledge, understanding or skills of the Candidate, SECO-Institute may, in deviation of article 21, decide not to issue a result and may offer the Candidate the opportunity to prove his or her knowledge, understanding and skills by means of an additional test. SECO-Institute can also decide to offer an additional test after issuance of the Result Paper and/or the Certificate or the Diploma. During an investigation into the circumstances, SECO-Institute can suspend the effect of a Coaching Report, Result Paper, Certificate or Diploma that was already awarded.
- 22.2 Decision made under this article will be announced and confirmed to the Candidate in writing, stating the grounds.
- 22.3 The Candidate has the right to file an Objection against the decision referred to in article 22.2.

23. Awarding of Certificates and Diplomas

- 23.1 SECO-Institute awards a Certificate or Diploma to a Candidate if SECO-Institute establishes, with due observance of the provisions in these Rules and Regulations, that the Candidate has met the Examination Requirements.
- 23.2 Once awarded, Certificates or Diplomas will be sent to the Candidate, or – if applicable – to the SECO-Institute Partner, within four weeks after the last results required have been processed. This paragraph does not apply to Certificates or Diplomas that are issued upon request only.
- 23.3 The time limit included in paragraph 2 of this article may be exceeded in case of Examination Modules which SECO-Institute offers under a third party license.
- 23.4 From time to time, SECO-Institute organises a presentation, in which case paragraph 2 of this article does not apply. Eligible Candidates will be notified in writing.
- 23.5 If an expiry date applies to obtaining a Certificate or Diploma pursuant to module combinations, this will be stated in the Preparation Guide.
- 23.6 If an expiry date applies to a Certificate or Diploma, this will be stated on the Certificate of Diploma.
- 23.7 Certificates or Diplomas remain the property of SECO-Institute and must, in case of suspension or withdrawal of certification, be returned to SECO-Institute. It is not allowed to make changes to Certificates or Diplomas.
- 23.8 The Candidate is not allowed to use Certificates or Diplomas awarded in a misleading or improper way and/or in a manner that discredits SECO-Institute.

23.9 After withdrawal of a Certificate or Diploma, or for the duration of a suspension, the Candidate does not have the right to refer to the certified status at issue.

24. Review

24.1 Exams and correct answers will never be shared with an exam candidate

25. Objections

- 25.1 Candidates can only file Objections against decisions of SECO-Institute in the cases explicitly referred to in these Rules and Regulations.
- 25.2 Objections must be filed in writing within two months from the date of the decision by SECO-Institute to which they relate.
- 25.3 An Objection can only be filed by using the form intended for this purpose. Objections must be substantiated in this form to be eligible for reassessment of the decision.
- 25.4 Objections will be handled by SECO-Institute. SECO-Institute will charge 50 Euro excluding VAT for the handling of Objections.
- 25.5 Receipt of an Objection will be confirmed in writing. After the Objection has been handled, the manner in which it is settled will be announced in writing.
- 25.6 The lodging of an Objection does not suspend the decision against which the Objection is made.
- 25.7 Appeals can be filed against each decision by SECO-Institute or on an Objection if that Objection is denied.

26. Appeals

- 26.1 SECO-Institute has appointed a Board of Appeal. A person to be appointed by the Board of Directors acts as the administrative secretary of the Board of Appeal. Regarding Examination Modules offered by SECO-Institute under a third party license, the rules governing the handling of Appeals may deviate from the provisions in this article.
- 26.2 To the exclusion of the ordinary Court, the Board of Appeal has jurisdiction over Appeals as defined under this article.
- 26.3 Anyone who has taken an Examination conducted by or under the responsibility of SECO-Institute has the right to file an Appeal against the assessment of the Examination for reasons concerning the contents of the Examination within two months after the date on which the Result Paper is issued. Appeals against rejected Objections can be filed within two months after the date as mentioned in the relevant decision by SECO-Institute on the Objection.
- 26.4 The Appeal will be handled after the payment of the relevant appeal costs as determined by SECO-Institute has been received. Regarding Appeals which, in accordance with article 26.7, are submitted in a different language than English, SECO Institute can lay down a contribution to the translation costs.

- 26.5 Appeals can only be filed by using the handling form intended for that purpose. Appeals must be substantiated in the handling form in order to qualify for reassessment of the relevant parts of the Examination.
- 26.6 Appeals may, in principle, only be drawn up in English. If the Candidate has sat the Examination in a different language, the Candidate may choose to draw up the Appeal in that language. The Board of Appeal will, in those cases, provide a certified English-language translation. In such cases, reassessment by the Board of Appeal be solely based on this certified translation. The risks of incorrectness of the translation lie exclusively with the Candidate. SECO-Institute cannot be held liable for errors in the translation. With respect to Examinations taken in Dutch, SECO-Institute may decide not to provide the English-language translations of Appeals; notwithstanding paragraph 16 of this article, decisions of the Board of Appeal can, in such cases, be drawn up in Dutch.
- 26.7 An Appeal is admissible if it meets the requirements mentioned under paragraphs 3, 4, 5, 6 and 7 of this article.
- 26.8 By order of the Board of Appeal, independent assessment advice will be given, in principle, by one independent expert in case of Appeals concerning the contents of the Examination. In case of oral Examinations, assessment advice will be given, in principle, by two independent experts. In case of reassessment by two experts, these experts will reassess those parts of the Examination against which a substantiated Appeal has been filed, independently of each other. To reach a joint agreement, the scores awarded for each question and the overall scores will be averaged. If the difference between the total scores is equal to or greater than 10% of the maximum score, or if the total score awarded by one expert is above the pass mark and the score awarded by the other is below the pass mark, the Board of Appeal may rule that the two experts must come to a unanimous decision by mutual consent. The Board of Appeal will, based on the initial assessment and the comments and advice obtained from the experts, make a decision which is binding for SECO-Institute.
- 26.9 The filing of an Appeal does not suspend the decision against which it is made.
- 26.10 No information on the assessment of examination papers will be given by phone.
- 26.11 The handling of an Appeal by the Board of Appeal will take some time, depending on the date on which the Appeal was filed and the date on which the Board of Appeal has scheduled a meeting. During the period in which the appeal is handled, it is up to the Candidate whether to wait for the decision of the Board of Appeal or to re-register for an Examination in the meantime. The decision of the Board of Appeal does not, in any way, affect a new Examination agreement entered into.
- 26.12 The Appeal is dismissed in case the Candidate's Appeal is partly upheld while the final score after correction remains below the pass mark. If partial award results in a higher score than the initial score, the higher score will be awarded. If reassessment results in a lower score, the initial final score will be maintained.
- 26.13 After an Appeal has been handled, the Candidate will be informed in writing of the decision taken, including substantiation. If the Appeal is upheld, the written notification will also make mention of further handling.

26.14 Decisions by the Board of Appeal are drawn up in English only. If an Appeal is drawn up in a different language pursuant to paragraph 7 of this article, the Board of Appeal will, however, submit a certified translation of its decision to the Candidate. Only the original decision is legally valid; no rights can be derived from the translation. The risks of incorrectness of the translation lie exclusively with the Candidate. SECO-Institute cannot be held liable for errors in the translation.

27. Concurrence of Objection and Appeal for Reasons Related to the Contents of the Examination

- 27.1 Filing an Objection does not suspend the time limit for filing an Appeal for reasons related to the contents of the Examination.
- 27.2 If a Candidate has filed an Appeal for reasons related to the contents of the Examination and has also filed an Objection related to that same Examination, administered by SECO-Institute, the Board of Appeal may order that the appeal procedure on the contents of the Examination be deferred for the duration of the objection procedure and – if applicable – the duration of the subsequent time limit under which appeals must be brought.
- 27.3 If a Candidate who has already filed an Appeal for reasons related to the contents of an Examination, also files an Appeal against SECO-Institute’s decision on the Objection related to that same Examination administered by SECO-Institute, these Appeals will be joined and will be treated by the Board of Appeal jointly, unless the Board of Appeal decides otherwise. In such cases of concurrence, the costs incurred will be equal to those of one Appeal only.

28. Complaint Handling; Relation to Objections and Appeals

- 28.1 Complaints can be submitted to SECO-Institute in writing. Receipt of a Complaint will be confirmed in writing. After the complaint has been handled, processing will be communicated in writing.
- 28.2 A Procedural Complaint will be considered to be an Objection, so that it is possible to file an Appeal against SECO-Institute’s rejection of that Procedural Complaint, in conformity with article 26, if the following conditions are met:
- 28.2.1 a decision upholding the Procedural Complaints would influence the result of the Examination; and
- 28.2.2 the initial Procedural Complaint was submitted to SECO-Institute within two months, to be calculated from the time of the incident the Complaint relates to.
- 28.3 If a third party files a Complaint that is related to an Examination taken by the Candidate, the Candidate will be notified of such and will be enabled to express an

opinion about that Complaint. SECO-Institute can decide not to involve the Candidate if the Complaint is clearly unfounded or if this does not seem worthwhile or necessary for any other reason.

29. Force Majeure

- 29.1 If SECO-Institute is unable to meet its obligations towards the Candidate due to force majeure, the performance of these obligations is suspended for the duration of that force majeure. In case of force majeure, SECO-Institute is not obliged to pay a compensation.
- 29.2 Force majeure also includes power interruptions, disruptions of internet service, failures in the SECO-Institute Systems, trade embargos, delays caused by the postal system, strikes and business shutdowns.

30. Liability

- 30.1 SECO-Institute and subcontractors contracted by SECO-Institute are not liable for any direct or indirect damage or costs of the Candidate or third parties (also including loss of turnover and loss of profit) resulting from the participation in an Examination or from any other cause.
- 30.2 If and in so far as SECO-Institute nevertheless could be held liable to the Candidate, for whatever reason, this liability will be limited, per incident, to no more than the examination fees paid by the Candidate to SECO-Institute in respect of which that liability originated. In case of Decentral Examinations, the liability per incident is limited to no more than the fees charged by SECO-Institute to SECO-Institutes normal Candidate price which would, at the time of the emerging of the liability, have been charged to the Candidate in case of an Examination at SECO-Institute's examination locations. A series of connected incidents will, in this context, be deemed as one incident.

31. Applicable Law ; Competent Court; Language

- 31.1 These Rules and Regulations and all disputes that fall within their scope are exclusively governed by Dutch law.
- 31.2 Without prejudice to what has been provided in 26.2 on SECO-Institute's Board of Appeal, all disputes between SECO-Institute and candidates relating to these Rules and Regulations will be exclusively submitted to the District Court of Midden-Nederland.