

Contract for recognition as training provider for preparatory trainings for

UXQB® Certified Professional for Usability and User Experience

– Foundation Level (CPUX-F) and Advanced Level (CPUX-UR, CPUX-UT) –

As of 05-19-2018

between

Firm (complete designation and legal form):

Address:

Represented by:

(in the following referred to as „Training Provider“).

and

**UXQB - International Usability and User Experience Qualification Board e.V.
Burgmuer 10
D-50667 Köln
Germany**

Represented by the steering committee

(hereafter referred to as „UXQB“).

The Provider and the UXQB enter into the following contract:

§1 Preamble

- 1.1. UXQB is the creator of the curriculum for the certificate „Certified Professional for Usability and User Experience – Foundation Level (CPUX-F)“ and the curricula for a number of advanced level certificates (CPUX-AL).
- 1.2. The CPUX-F Certificate certifies that the holder has fundamental knowledge in the domain “Usability and User Experience”.
- 1.3. A CPUX-AL Certificate certifies that the holder has knowledge of advanced concepts, techniques and methods as stated in the description of the corresponding certificate.
- 1.4. With this agreement the UXQB recognizes the Provider for training and further education as part of the CPUX-Model, which is provided in the form of public training courses or customer-specific training courses.
- 1.5. This contract does not represent any agreement in relation to the copyright and trademark rights for the named certificates.

§2 Definitions of terms

- 2.1 Training course: A single, public or customer-specific seminar which puts a participant in the position of obtaining the CPUX-F certification or an CPUX-AL certification via an exam.
- 2.2 Curriculum: A document describing the content of a CPUX training course. The current CPUX Curricula are publicly available on the website of the UXQB.

§3 Subject matter of the contract

- 3.1 The UXQB recognizes the Provider, in accordance with §4 and §5 of this contract, to provide training services for preparation for the exam “Certified Professional for Usability and User Experience – Foundation Level (CPUX-F)“ and for the advanced level exams (CPUX-AL).

§4 The UXQB’s obligations to the Provider

The UXQB commits itself to the following obligations to the Provider after the signing of the contract and payment of the year’s invoice:

- 4.1 Naming the Provider and linking to the Provider on the UXQB website.
- 4.2 The use of a logo, “Recognized Training Provider“, provided by the UXQB for use on the website of the recognized training provider.
- 4.3 The contract imparts the provider the right to call itself a “Recognized CPUX Training Provider“ or “UXQB Recognized CPUX Training Provider“.

§5 The Provider’s obligations to the UXQB

The Provider agrees to adhere to the following obligations by signing the contract:

- 5.1 To only allow training courses to be conducted by trainers who
 - are holders of the CPUX-F certificate, and who have scored at least 80% in the CPUX-F certification test.
 - are holders of the CPUX-AL certificate that corresponds to the training, and who have scored at least 80% in both the theoretical and the practical part of the corresponding certification test.
- 5.2 For each trainer to submit evidence from the Recognized Certification Provider of scoring at least 80% in the CPUX-F Certification test and, where appropriate, 80% in both the theoretical and the practical certification test.
- 5.3 To structure and carry out every training course according to the respective CPUX curriculum. The duration of the training course and the order of the content to be presented in the training course are not prescribed.

- 5.4 To carry out an evaluation of each training course with each participant at its conclusion. The questionnaire attached in Appendix A is to be used for this purpose and as such to be handed out to each participant.

The completed questionnaires are to be forwarded to the UXQB e.V. within seven days of the end of the training course (by fax +49 221 997 898-11 or scanned to training-feedback@UXQB.org).

- 5.5 To carry out public and/or customer-specific training courses for exam preparation with professionally and pedagogically qualified trainers, and in such a form that the participants are in the position to pass an examination with the aim of CPUX certification.
- 5.6 To only allow examinations to be carried out by UXQB accredited certification bodies.
- 5.7 For every exam associated with a public training course, to allow at least two people who did not take part in the training course to enter the exam for a reasonable charge.
- 5.8 To link to the UXQB website in at least one place on its internet presence.
- 5.9 Should the provider gain knowledge of concrete exam questions, these should neither be intimated, nor should they be used in training measures.
- 5.10 To pay an annual recognition fee (cf.§8).

§6 Neutrality

- 6.1 The UXQB will not favor, specially emphasize or favorably recommend any of the recognized providers, their training courses or trainers, or precipitate an unequal competitive situation in any other way.

§7 Copyright and rights of use

- 7.1 All copyrights on training documents remain with the Provider.

§8 Payment terms

- 8.1 The Provider will pay the UXQB a recognition fee. This recognition fee is independent of the type and number of training courses carried out per calendar year.
- 8.2 The recognition fee is €1,500 per calendar year.
- 8.3 In the year the contract is signed, the recognition fee is calculated proportionately on the basis of the number of months (for example, a contract signed on the 17/4 would lead to a recognition fee of $€1,500 * 9/12 = €1,125$).
- 8.4 The recognition fees are to be paid in advance each calendar year.
- 8.5 Invoices are due for payment within 15 working days of the invoice date without deduction.

§9 Supervision rights

- 9.1 UXQB has the right to have an inspector check that the Provider is adhering to its obligations stemming from this contract. The UXQB strives to choose an inspector which is not in competition with the Provider. The Provider may refuse the inspector with good reason, such as that the inspector is in direct competition to the Provider.
- 9.2 The Provider is obliged, upon prior notice, to allow the inspector the possibility of inspecting a training course.
- 9.3 The inspector is obliged to observe confidentiality and may only inform the UXQB of such occurrences he or she sees as breach of contract. The cost of the inspection is born by the UXQB.

§10 Warranty, liability

10.1 Insofar as legally allowed, any warranty and/or liability of the UXQB is excluded.

§11 Duration and notice period

11.1 The contract begins with its signing and runs until the end of the calendar year. The contract continues to be extended by an additional calendar year if notice is not given in time.

11.2 The contract can be terminated at the end of the calendar year with a notice period of 3 months.

§12 Miscellaneous

12.1 German law shall govern the contractual relationship.

12.2 The exclusive place of jurisdiction for all disputes arising from or in conjunction with this contract is Cologne.

12.3 Verbal additional agreements, changes to the contract and additions must be made in writing to be valid. This also applies to changes to this requirement regarding a written form.

12.4 If individual provisions of this contract prove to be or become wholly or partly invalid or, due to legal reasons, unenforceable in the way intended, the validity and enforceability of all other provisions of this agreement will remain unaltered.

For (Legal name of company)

For the UXQB -
International Usability
and User Experience
Qualification Board e.V.

Place, date

(First name, surname, signature)

(Thomas Geis)

Questionnaire for training course evaluation CPUX - F UR UT

The UXQB e.V. asks for your evaluation of the CPUX-F preparation seminar.

Training Provider and surname of trainer: Date (from/to) City:

| | Do not agree at all | Do not agree to some | Neutral | Agree to some degree | Fully agree |
|---|---------------------|----------------------|---------|----------------------|-------------|
| I believe the course was a suitable preparation for the examination | | | | | |
| I would recommend this course to others | | | | | |
| The contents of the course met my expectations | | | | | |
| The content presented was relevant to me | | | | | |
| The level of difficulty was appropriate | | | | | |
| The practical exercises were worthwhile | | | | | |
| The trainer did a good job | | | | | |
| The venue was appropriate | | | | | |
| The catering was good | | | | | |

| | | | |
|----------------------------------|-----------|-------------|----------|
| The duration of the seminar was: | too short | about right | too long |
|----------------------------------|-----------|-------------|----------|

What did you like most?

Where could we make improvements?

Name, address, email (optional, for possible further questions)

If you have further remarks or suggestions, please write them on the back or contact the International Usability and User Experience Qualification Board (UXQB) at feedback@UXQB.org