EUROPEAN ASSOCIATION FOR HIGHER EDUCATION ADVANCEMENT

INDIVIDUAL CERTIFICATION AGREEMENT

Professional and Educator Certification, Validation Services and Doctor of Excellence

between

European Association for Higher Education Advancement MTÜ (EAHEA)

and

_____

Agreement No: _____

Certification service applied for: _____

Between

1. European Association for Higher Education Advancement MTÜ (EAHEA)

Registered Country: Republic of Estonia

Registered Office: Lõõtsa 6, Tallinn 15551, Estonia

Registry Code: 80637958

Tax ID (VAT): EE102108211

Email: eahea@eahea.org

Hereinafter referred to as “EAHEA”

and

2. _____

Country: _____

Address: _____

Email: _____

Hereinafter referred to as the “Applicant”.

EAHEA and the Applicant are together called the “Parties” and each a “Party”.

Article 1: Purpose, Definitions and Contract Documents

1.1 This Agreement sets the terms on which EAHEA provides its certification and validation services to the Applicant, who is an individual, and the rights, obligations and responsibilities of both Parties in respect of those services and of the certificates, statements and diplomas that EAHEA issues under them.

1.2 In this Agreement: “Certification Services” means the services listed in Article 4 (Professional Certification, Educator Certification, Degree Validation, Academic Credits Certificate, Academic Qualification Equivalency Statement and Doctor of Excellence); “Subject Service” means the Certification Service named on the cover page, which the Applicant applied for under application _____; “Certificate” means the certificate, statement, diploma or other document that EAHEA issues under a Certification Service; “Regulations” means the regulations of EAHEA for the Certification Service concerned (the Professional Certification Regulations, the Educator Certification Regulations, the Degree Validation Regulations or the Doctor of Excellence Regulations) and the General Provisions that EAHEA publishes on www.eahea.org (Documents and Forms), in the version in force; “Terms and Agreement” means the Terms and Agreement published on www.eahea.org, in the version that applies under its own article on acceptance and changes; “Logo and Emblem Usage Guidelines” means the Logo & Emblem Usage Guidelines that EAHEA publishes on www.eahea.org (Documents and Forms), in the version in force; “Effective Date” means the date of issue of the Certificate of the Subject Service, __ _____ ____.

1.3 This Agreement consists of this document, the online application and the answers, statements and documents that the Applicant submitted with it, the Terms and Agreement, the Regulations, the Logo and Emblem Usage Guidelines and the fee schedule published on the Service Fees page of www.eahea.org. If these

documents conflict, this Agreement prevails over the Terms and Agreement, and the Terms and Agreement prevail over the Regulations, except that a rule of the Regulations on the conditions and the procedure for granting a Certificate always applies.

Article 2: Scope of the Agreement

2.1 This Agreement governs the Subject Service and every other Certification Service that the Applicant later applies for through the EAHEA online application system. Each such service starts with its own application and its own invoice, receives its own Certificate, and is governed by this Agreement without a new signature, unless EAHEA and the Applicant sign a new agreement for it.

2.2 This Agreement does not cover accreditation, membership, institutional certification (Credit Certification and Quality Certification) or any other service of EAHEA. They are governed by their own application and agreement and by the Terms and Agreement.

Article 3: Nature of the Certification Services

3.1 The Certification Services are voluntary, independent and non-governmental services of EAHEA. A Certificate is not an academic degree, a diploma of a school or university, a license to practice a profession or to teach, an authorization to work, or an official or government recognition or equivalence of a qualification.

3.2 The Doctor of Excellence is an honorary professional recognition and not an earned academic or research doctorate. Its holder will not present it as one.

3.3 A validation, credits or equivalency Certificate only confirms what EAHEA found in the documents that the Applicant submitted, on the date of issue. EAHEA does not guarantee that a receiving institution, employer, professional association or authority accepts a Certificate. Employers and educational institutions are free to accept or not to accept a validation, credits or equivalency Certificate or the credits in it, and EAHEA does not guarantee any result in this respect. The acceptance of a Certificate is always the decision of the receiving institution, employer or authority, and EAHEA is not responsible if it is not accepted, or for the employment, admission or any other result that the Applicant expects from it.

3.4 Decisions on visas, permits and employment are made only by the authorities of the country concerned or by employers, and EAHEA does not guarantee any visa, permit or other result of the Professional Certification, the Educator Certification or the Doctor of Excellence.

Article 4: Certification Services (Schedule A)

The Certification Services covered by this Agreement are the following.

Service	What it is and who may apply	What the Applicant receives on approval
Professional Certification	Certification of business professionals. Open to any person who demonstrates a level of professional ability and professional career. It is not given at the end of a course or a training, but after EAHEA reviews the supporting documents of individuals who have these competencies.	Professional Certificate (valid for five years); Certificate Verification Document; EAHEA Certified Professional Badges; Certified Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events. EAHEA may also redraft the resume of the Applicant and forward the profile of the Applicant to recruiters and to EAHEA accredited institutions, without any guarantee of employment.
Educator Certification	Certification of teachers and instructors. Open to any person who demonstrates a level of professional ability and professional career as a teacher or instructor. It is not given at the end of a course or a training, but after EAHEA reviews the supporting documents of individuals who have these competencies.	Educator (Teacher/Instructor) Certificate (valid for five years); Certificate Verification Document; EAHEA Certified Educator Badges; Certified Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events. EAHEA may also redraft the resume of the Applicant and forward the profile of the Applicant to recruiters and to EAHEA accredited institutions, without any guarantee of employment.
Degree Validation	Validation of the degree and diploma of a graduate of an EAHEA accredited institution, or of an institution that holds an EAHEA equivalent accreditation, with the total local credits and their equivalency in the credit systems of the United States (USC), the United Kingdom (CATS) and Europe (ECTS).	Degree Validation Certificate; Academic Credits Certificate; Academic Qualification Equivalency Statement; signed and sealed diploma and transcript copies (if requested); news alerts and newsletter; discounts for EAHEA sponsored events.
Academic Credits Certificate	Certification of the credits earned in a degree or diploma, and of their equivalency in the credit systems USC, CATS and ECTS, for a graduate of an institution as in Degree Validation.	Academic Credits Certificate; signed and sealed diploma and transcript copies (if requested); news alerts and newsletter; discounts for EAHEA sponsored events.
Academic Qualification Equivalency Statement	A statement of the credit and degree equivalency of a qualification earned at an institution as in Degree Validation, in the credit systems USC, CATS and ECTS.	Academic Qualification Equivalency Statement; news alerts and newsletter; discounts for EAHEA sponsored events.

Doctor of Excellence	An honorary professional recognition (Doctor Excellentiae) for highly qualified professionals with an excellent level of professional ability, an outstanding professional career and international achievements. It is not given at the end of a course or a training, but after EAHEA reviews the supporting documents of individuals who have these competencies.	Doctor of Excellence Certificate (English); Doctor Excellentiae Certificate (Latin); Degree Verification Certificate; Certified Members Directory listing; news alerts and newsletter; discounts for EAHEA sponsored events.

4.1 The Validation Certificates are issued in the name of the graduate and describe the diploma and the awarding institution only as the documents of the Applicant show them.

Article 5: Application, Eligibility and Decision

5.1 **Professional Certification and Educator Certification.** The Applicant submits in electronic format the application form, the curriculum vitae and the documents that EAHEA requires: full name, complete contact data (address, telephone, email), birth date, ID picture, copy of passport or official identification, details of education and details of the professional career to date. The EAHEA Secretary considers the initial eligibility of the Applicant, and rejects an application that does not give enough information and documents to demonstrate the professional ability and the professional career. The decision to grant the Certificate is taken by the majority of three votes, those of the EAHEA President, the EAHEA Secretary and one member of the Commission; where the votes are equal, the decision for which the EAHEA President voted prevails. The Applicant is informed of it in writing.

5.2 **Doctor of Excellence.** The Applicant submits, in addition, the details of academic education, of the professional career, publications and research, and any achievement that supports the application. The minimum age to apply is 30 years (25 years for a bachelor graduate). The Commission of EAHEA assesses the merits of the Applicant on the curriculum vitae and the documentary evidence by the EAHEA Honorary Point System (HPS™), and at least 120 HPS™ are needed, without any discrimination. Reaching the needed points does not oblige EAHEA to confer the award. The decision is taken by the majority of three votes, those of the EAHEA President, the EAHEA Secretary and one member of the Commission; where the votes are equal, the decision for which the EAHEA President voted prevails. The Applicant is informed of it in writing. The award is conferred in the form of two diplomas, the Doctor Excellentiae (Latin) and the Doctor of Excellence (English).

5.3 **Degree Validation, Academic Credits Certificate and Academic Qualification Equivalency Statement.** These Certificates may be issued only to a student who has completed a program of study at an EAHEA accredited institution while its accreditation status remains valid, or at an institution that holds an accreditation that EAHEA finds equivalent after the application is submitted. The Applicant attaches a copy of the diploma and of the transcript to validate. A request may also be handled directly by an accredited institution, which may then set different fees with the EAHEA Secretary.

5.4 The Professional Certification, the Educator Certification and the Doctor of Excellence are recognitions that EAHEA grants on a discretionary basis. Neither the EAHEA President, nor the EAHEA Secretary, nor the member

of the Commission who votes on an application has an obligation to vote for it. In case of a negative decision, the EAHEA Secretary may instruct the Applicant about future eligibility options and other recommendations.

5.5 EAHEA may check the documents and the statements of the Applicant, in particular with the awarding institution, the employers named and the competent authorities, and the Applicant authorizes EAHEA to do so for this purpose.

Article 6: Declarations of the Applicant

6.1 The Applicant confirms that all information, statements and documents that it submits are true, complete, genuine and its own, and that it is entitled to use them. For Professional Certification, Educator Certification and Doctor of Excellence, the Applicant makes the affidavit "I declare that the information and documents presented are true and correct and that I understand the definition of the Certificate (Award)", with the name of the Certification Service concerned.

6.2 The Applicant confirms that it is of full legal age and that the person named in the application is the person who applies and who accepts this Agreement.

6.3 The Applicant will inform EAHEA within 30 days of any change in its name, address, email address and other contact details, and will keep the information given to EAHEA accurate, complete and up to date.

Article 7: Term of the Certificates

7.1 This Agreement applies from the Effective Date. A Professional Certificate is valid for five (5) years and an Educator Certificate for five (5) years from their date of issue, because professional competencies change over time. A Professional Certificate is renewed every five years and an Educator Certificate every five years: EAHEA sends the renewal invoice before the end of the validity period, and the payment of the renewal fee extends the Certificate by another validity period. A Professional Certificate or an Educator Certificate that is not renewed ends at the end of its validity period. A renewal is not made by silence and no payment is taken automatically.

7.2 The other Certificates (Degree Validation, Academic Credits Certificate, Academic Qualification Equivalency Statement and Doctor of Excellence) are issued without an end date and remain valid until they are withdrawn under Article 13. A Certificate that states a date confirms the position of the Applicant on that date only.

7.3 No Certificate needs an annual fee.

7.4 **Major Change and Minor Change.** A Certificate is issued to the Applicant as it was evaluated. A "Major Change" is a change that alters an element that the evaluation relied on, in particular the field, the profession or the level of a Professional Certificate or an Educator Certificate, the achievements on which a Doctor of Excellence rests, or the diploma, the credits or the qualification that a validation concerns. The Applicant asks for a Major Change in writing, and EAHEA decides whether a change is a Major Change. EAHEA reviews a Major Change again under Article 5 and charges a change fee, which is paid before the review starts. Until the review is completed and the change is confirmed, the Certificate is not changed. A change that does not alter these elements, such as a correction of a typing error in a name or a change of address or of other contact details, is a "Minor Change": it needs only a notice to EAHEA under Article 6.3 and no review and no fee.

Article 8: Responsibilities of EAHEA

8.1 EAHEA will: (a) review the application and the documents under the Regulations with due care; (b) tell the Applicant its decision in writing; (c) after a positive decision and the payment of the fees, issue the Certificate; (d) keep the Certificate in its verification directory and list the Applicant in the Certified Members Directory under Article 12; (e) allow the Applicant to use the EAHEA name, logo, emblem and badges of the Certification Service under Article 11 and the Logo and Emblem Usage Guidelines; (f) deliver news alerts and the newsletter by electronic means; and (g) provide an invoice for each payment.

Article 9: Obligations of the Applicant

9.1 The Applicant will: (a) submit accurate and complete information and documents; (b) pay the fees under Article 10 when due; (c) answer the questions of EAHEA and provide the requested documents and evidence within 15 days; (d) take part in the checks of its documents that EAHEA requires; and (e) use the Certificates only as this Agreement and the Logo and Emblem Usage Guidelines allow.

9.2 The Applicant will act with honesty and integrity, and will not present itself in a way that is misleading about its qualifications, its education, its experience or the EAHEA Certificate.

Article 10: Fees and Payment

10.1 The Applicant pays for each Certification Service the fees stated on its application and invoice. Fees follow the fee schedule published on the Service Fees page of www.eahea.org on the date of the application, which is based on the World Bank Country Income Classification and may include further discounts that EAHEA grants for the economic situation of the country in which the Applicant lives. The price of a Certification Service is paid at once, in full, when the application is made. The renewal fee of a Professional Certificate or an Educator Certificate is paid when the renewal invoice is due, at the amount of the fee schedule on the date of the renewal notice.

10.2 Fees are paid by card or by bank transfer in the currency offered on the payment page, using the invoice number as the payment reference. Value added tax, the card commission and the conversion at the exchange rate of the day of the application are added where they apply and are shown before payment. Bank and transfer charges are paid by the payer. An invoice is issued when the payment is received. A Certificate is not issued until the fees are paid.

10.3 Fees are not refundable, including the change fees, when the application is rejected, the Applicant withdraws, a negative decision is made, or a Certificate is withdrawn. This does not apply to an amount paid twice or by mistake, which EAHEA will return, and does not remove a right that the law gives to the Applicant and that cannot be waived by agreement. The change fee for the review of a Major Change under Article 7.4 is the amount stated in the fee schedule or in the invoice that EAHEA sends for it, and is paid before the review starts.

10.4 Additional services that the Applicant asks for (such as shipping, printing and translation) are charged as stated in the fee schedule or in the budget of EAHEA, and are paid before the service is done.

10.5 **Third-party services.** EAHEA may use third-party software and the services of intermediary companies that have the expertise to carry out international taxation and invoicing matters. All collection and invoicing may be carried out directly by EAHEA or through the intermediary companies that EAHEA authorizes. A payment made as instructed on the invoice or on the payment page has the same effect as a payment to EAHEA. EAHEA may give these providers the data that they need for this purpose, under Article 14.

Article 11: Use of the Certificates, Name and Logo

11.1 The Applicant will show a Certificate only in its original and unaltered form, together with its date and its verification link where it has them, and will not alter a Certificate, a badge or a logo.

11.2 The use of the EAHEA name, logo, emblem and badges is governed by the Logo and Emblem Usage Guidelines. The rights of the Applicant to use them are defined in the Logo and Emblem Usage Guidelines and depend on them, and a use that does not follow them is not allowed. They may not be used to suggest that EAHEA endorses a price, a promotion, a guarantee or any commercial offer of the Applicant.

11.3 The Applicant will not present a Professional or Educator Certificate as a license or an authorization to practice or to teach, a validation, credits or equivalency Certificate as an automatic acceptance of the qualification, or the Doctor of Excellence as an earned academic or research doctorate.

11.4 When a Certificate is withdrawn, the Applicant will stop every use of it and of the EAHEA name, logo, emblem and badges within 7 days.

11.5 EAHEA may take all steps allowed by law against the misuse of its name, logos, emblem, badges and Certificates, including any use that does not follow the Logo and Emblem Usage Guidelines, and including notices to the platforms and authorities concerned, and the Applicant will bear the costs that its misuse causes.

Article 12: Verification, Directory and Public Information

12.1 The Applicant agrees that EAHEA keeps its Certificates in the EAHEA verification directory, where they can be checked by the certificate number or by the verification link, and lists the Applicant in the Certified Members Directory, where it can be found by a search. The record of an individual is not offered to search engines.

12.2 EAHEA publishes the revoked status of a Certificate of the Applicant, together with a short factual reason for it, in its public directory, and continues to publish it for the limitation period of five (5) years, counted from the date of the decision of revocation. At the end of this period EAHEA removes the Applicant from the public directory, and the records of the Applicant and of the decision stay in the archive of EAHEA. If the Certificate is reinstated, the notice is removed from the public directory at that time.

Article 13: Withdrawal, Suspension and Revocation

13.1 EAHEA will withdraw, suspend or revoke a Certificate, with a notice in the verification directory, if it learns that the Certificate was obtained with a false, forged or altered document, with a deception or with a withheld fact. EAHEA may also do so if the Applicant misuses a Certificate, breaches a rule of this Agreement or of the sanctions rules in Article 15, or if the law requires it.

13.2 **Monitoring and review.** EAHEA may at any time review the website, social media pages, advertisements, curriculum vitae and other public statements of the Applicant about its education, its experience and its Certificates, and the use that the Applicant makes of a Certificate, and may open a review on its own decision or after a complaint.

13.3 **Corrective action.** If EAHEA finds that this Agreement is not respected, it may, according to the seriousness of the case, send a warning, require a corrective action with a deadline, suspend a Certificate or withdraw or revoke it. Misleading statements about the qualifications, the education, the experience or the Certificate of the Applicant, misuse of the EAHEA name, logo, badges or of a Certificate, presenting a Certificate as an academic degree, a license or an authorization, claiming a Certificate that is not held, a false, forged or altered document, a breach of the sanctions rules in Article 15, failure to inform EAHEA of a change of contact details within the time set in Article 6.3, failure to pay fees and conduct that damages the reputation of EAHEA may lead to immediate suspension or revocation. Fees already paid are not refunded.

13.4 Before EAHEA decides on a denial or a revocation of the Professional Certificate, the Educator Certificate or the Doctor of Excellence, the Applicant is allowed to comment on the charges against it. Fees already paid are not refunded, and the Applicant loses any other right that it had in relation to the Certificate.

13.5 **Complaints.** EAHEA may receive and examine any complaint about the Applicant or about the use of a Certificate that comes from a third party, and may ask the Applicant for an oral or written defense or explanation, which the Applicant will give in the time that EAHEA sets. According to the seriousness of the complaint, EAHEA may suspend or revoke the Certificate. A revoked Certificate is published under Article 12.2.

Article 14: Confidentiality and Data Protection

14.1 EAHEA will keep confidential the non-public information that it receives from the Applicant under this Agreement, including the identification documents, the diplomas, the transcripts and the curriculum vitae, and will not disclose it to third parties, except to the members of the Commission, reviewers and advisers who are bound by confidentiality, to the awarding institution and the other bodies that it needs to ask for the verification of a document, and to the authorities where the law requires.

14.2 EAHEA processes the personal data of the Applicant (such as the name, the birth date, the picture, the contact data, the identification documents and the data of the education and the career) as an independent controller, in line with Regulation (EU) 2016/679 (GDPR) and the Privacy Policy of EAHEA published on www.eahea.org, only for the purposes of this Agreement, the evaluation and the verification of the application, the issue and the verification of the Certificates, accounting and the directory, and keeps it for as long as these purposes and the law need.

Article 15: Sanctions and Compliance

15.1 EAHEA is a legal entity registered in Estonia and is directly subject to the law of the European Union, the resolutions of the United Nations Security Council and the Estonian International Sanctions Act (Rahvusvaheliste sanktsioonide seadus). The Applicant confirms that it is not located in, a citizen or resident of, or acting for or on behalf of a country or territory that is subject to severe sanctions or a full embargo, and is not itself subject to

sanctions, and will inform EAHEA at once if this changes.

15.2 EAHEA may ask for further information and documents, may refuse an application, and may withdraw a Certificate at any time and without liability if it finds or reasonably suspects a breach of this Article or if the law requires it, may freeze or return funds, and may report to the competent authorities where the law requires.

15.3 Each Party will comply with the laws on anti-bribery, anti-corruption and anti-money laundering that apply to it, and neither Party will offer or accept any payment or advantage to influence a decision on a Certificate.

Article 16: Liability

16.1 The Applicant is solely responsible for the use of the Certificates and for its dealings with third parties. EAHEA does not guarantee the acceptance of a Certificate by any person and is not responsible for the acts of the Applicant. The Applicant will compensate and hold harmless EAHEA, its officers, Commission members and reviewers from claims, losses and costs, including reasonable legal costs, that arise from the misuse of a Certificate or from a false statement or document of the Applicant.

16.2 EAHEA is liable for damage that it causes only under this Agreement and the law of Estonia. Except for damage caused by intent or gross negligence, and for liability that cannot be limited by law, EAHEA is not liable for indirect or consequential damage, loss of profit, loss of employment or opportunity, loss of reputation or loss of data, and its total liability under this Agreement is limited to the fees that the Applicant paid to EAHEA for the Certification Service concerned.

Article 17: Termination

17.1 The Applicant may withdraw its application, and either Party may end this Agreement before a Certificate is issued by written notice, but fees that were paid are not refunded.

17.2 After a Certificate is issued, this Agreement continues for as long as the Certificate is valid. EAHEA may end it at once and by written notice, and withdraw the Certificate, under Article 13 or if Article 15 requires it. When this Agreement ends, the Applicant stops the use of the Certificate, and the provisions that by their nature continue (including Article 10, Article 11, Article 12, Article 14, Article 16 and Article 19) stay in force.

Article 18: Notices and Electronic Communication

18.1 Notices and messages under this Agreement are given in writing in English by email to the addresses in this Agreement or the contact addresses that the Applicant gave in its application. A notice sent by email takes effect on the day after it is sent, unless the sending Party receives a message that it was not delivered.

18.2 The Parties agree that the application, the invoices, the Certificates and this Agreement may be given and stored in electronic form.

Article 19: Governing Law and Jurisdiction

19.1 This Agreement, and every dispute or claim that arises out of or in connection with it or with the Certification Services, are governed by the laws of the Republic of Estonia.

19.2 The Parties will first try to settle a dispute in good faith by written notice. A dispute that is not settled within 30 days is submitted to the exclusive jurisdiction of the courts of Estonia, in the first instance the Harju County Court (Harju Maakohus) in Tallinn. This does not take away mandatory rights, including the rights of a consumer, that cannot be waived by agreement.

Article 20: General Provisions

20.1 **Entire agreement.** This Agreement is the entire agreement of the Parties on the Certification Services and replaces all earlier arrangements about them. There are no side agreements.

20.2 **Changes.** EAHEA may update the Terms and Agreement, the Regulations and the fee schedule. The version that is published when a Certificate is issued applies. A change of this Agreement itself needs the agreement of both Parties in writing, except that EAHEA may change it by notice where this is needed to follow the law.

20.3 **Personal Certificates.** A Certificate is personal to its holder and may not be transferred or lent to another person. The Applicant may not transfer this Agreement without the written consent of EAHEA.

20.4 **Independence.** The Parties are independent. Nothing in this Agreement creates a partnership, an agency or an employment relationship, and neither Party may bind the other.

20.5 **Force majeure.** Neither Party is liable for a delay or a failure that is caused by an event beyond its reasonable control, for as long as it lasts. This does not release the Applicant from the obligation to pay fees that are due.

20.6 **Severability and waiver.** If a provision of this Agreement is found invalid, the remaining provisions stay in force and the Parties will replace the invalid provision with a valid one that is closest to its purpose. A right that is not used is not waived.

20.7 **Language.** This Agreement is made in English, and the English text is the official one. A translation is for information only.

Article 21: Entry into Force and Electronic Execution

21.1 The Applicant accepted this Agreement and the Terms and Agreement electronically on __ _____ ____, when it submitted the online application _____ and confirmed that it has read them. EAHEA confirms and countersigns this Agreement on __ _____ ____, when it approves the Subject Service.

21.2 This Agreement enters into force on the Effective Date. The Parties agree that an electronic acceptance and an electronic signature have the same effect as a handwritten signature, to the extent that the law allows, including Regulation (EU) No 910/2014 (eIDAS). The Agreement is made in electronic form, and each Party may keep a copy that has the legal effect of an original.

Electronically signed on behalf of EAHEA:

Name: _____

Position: _____

Email: _____

Date: __ _____ ____

Electronically accepted by the Applicant:

Name: _____

Email: _____

Date: __ _____ ____