**Parties:**

The Personnel Certification Department of the SZUTEST COMPLIANCE EVALUATION INC. CO., henceforth shall be referred to as “SZUTEST”; and the candidates who applied for the certification exams with this agreement shall be referred to as “candidate”.

This agreement has been put under signature to determine the rights and obligations of the parties for the duration of the SZUTEST certification program and the validity of the certificate.

**General:**

1. This agreement is prepared in two copies and one of the copies shall be given to the candidate.
2. The terms and conditions of the agreement shall be valid unless a notification is made to the candidates, who made an application, by the SZUTEST with a written correspondance or face to face meeting or a conveyance in the form of a notification on the [www.szutest.com.tr](http://www.szutest.com.tr) website regarding any changes to be made.
3. The fee information for the relevant Certification Program shall be published on [www.szutest.com.tr](http://www.szutest.com.tr).
4. The Exam and Certificate issuance fee shall be deposited to the following Garanti Bank Küçükbakkalköy Branch bank accounts during the application, prior to the exam:

TR95 0006 2000 7690 0006 2995 84  TL IBAN

TR91 0006 2000 7690 0009 0973 30  EURO IBAN

TR64 0006 2000 7690 0009 0973 31  USD IBAN

1. There shall be no return of the fees in the cases of withdrawal from the exam or not taking the exam for various reasons or in the suspended or cancelled certificates.
2. The personnel certification process shall be carried out in accordance to the international standards, national qualifications, codes and the SZUTEST procedures.
3. If a practical exam is carried out, the conditions of the exam and the details of the test items shall be found out from the SZUTEST in regards to the program applied.
4. The coverage of the certification demanded shall be clearly expressed by the applicant.
5. In the personnel certification, all the necessary information for the evaluation shall be provided. When needed, documentation proving and supporting the related qualifications shall be provided.
6. The candidates need to be literate.
7. The place that the personnel exam shall take place and the exam arrangement shall be provided by the applicant.
8. The test items to be used during the exam shall be prepared by the applicant in accordance to the related standards, if any.
9. The machines, equipment and other tools to be used during the exam shall be provided by the applicant and it must be guaranteed by the candidate that they are in compliance so that they would not affect the outcome of the exam.
10. Taking the related precautions in regards to the occupational safety and preparation of a safe exam environment during the personnel exam shall be provided by the applicant. Unless appropriate conditions are provided, the exam shall not start.
11. In the exams to be carried out on the basis of national qualifications, the equipment that are necessary for the candidate’s occupational safety shall be provided by the SZUTEST. The candidate is obligated to use those equipment for the duration of the exam.
12. The candidate personnel shall take the exam only on his/her behalf for certification.
13. Unless otherwise stated, the test fees of the exam samples shall be paid by the applicant.
14. In the event that the applicant fails to provide the place to take the exam, the test items, equipment and tools to be used during the exam, the exam shall be given at a place determined by the SZUTEST.
15. In the event that the information provided to the SZUTEST are not correct, the certificate may be suspended or cancelled by the SZUTEST.
16. The candidate must avoid dangerous actions at the exam site.
17. The candidate shall not share the information that he/she acquired during the exam and the exam materials (exam questions, material characteristics and the like) with any third parties.
18. The candidate shall not cheat and commit fraudulent actions during the exam.
19. If the candidate purposefully damages the exam materials, the incurred damage shall be compensated by the candidate.
20. The person who applied for a certification has the right to make all kinds of complaints and objections in regards to the certification against the SZUTEST on his/her own behalf after the exam or certification.
21. When the related certification standards allow and the necessary conditions have been provided, the certification may be renewed by the SZUTEST.
22. In the event that a change takes place in the certification conditions (change of the coverage of certification and the like) the related parties shall be informed through [www.szutest.com.tr](http://www.szutest.com.tr); the owner of the certificate is obligated to follow up the status of the certificate over this website.
23. When the duration of qualification ends, if the method to be applied for recertification is not indicated in the certification standard, it shall be in accordance to the first time certification procedure. If this matter exists in the certification standard, recertification shall be made if the conditions are provided in accordance to the certification standards.
24. The SZUTEST has the right to seek litigation in the event that its certification has proven to be used inappropriately.

**Obligations of the Candidate**

The CANDIDATE is obligated to:

1. Become aware that the Certificate is under the possession of the SZUTEST and the candidate’s certificate may be cancelled when he/she fails to perform the matters described in the agreement by signing this agreement;
2. Become aware of the application requirements, fulfill them and when requested, submit all the evidence to the SZUTEST verifying that the candidate meets those requirements;
3. Check the accuracy of the personal information received by the SZUTEST in the applications through the phone, email or written document, and the personal information published on the [www.szutest.com.tr](http://www.szutest.com.tr) when the candidate is entitled to receive the certification, and update when there is a change in the personal information;
4. Guarantee the accuracy of all the papers, documentation and information submitted to the SZUTEST;
5. Act in accordance to the previously set rules in regards to the certification exams;
6. Allow the SZUTEST to take audio/visual recordings during the exams when needed provided that this is informed to the candidate;
7. During and after the exam, not to make any sharing of information that would make the exams of other candidates easy or difficult and violate personal rights and privacy;
8. Regularly follow all the announcements and warnings on [www.szutest.com.tr](http://www.szutest.com.tr) in regards to the certification.

The owner of the certificate is obligated to:

1. Follow all the announcements and warnings from [www.szutest.com.tr](http://www.szutest.com.tr) and fulfill their requirements in the time indicated, in regards to the changes of the certification program’s conditions subject to the certificate, and for the duration of the validity of the certificate, all the announcements and warnings in regards to the processes including observance, change of the certificate’s coverage, suspension/cancellation of the certificates, and recertification;
2. In the event that a change was made in the certification requirements and the coverage of the certificate, follow the changing conditions in accordance to the method indicated by the SZUTEST and submit the necessary evidence to the SZUTEST, and when the owner of the certificate becomes unable to provide the changes in the conditions of the certification program, return the certificate to the SZUTEST within 15 business days;
3. Take all the necessary precautions in the matters in regards to the certificate that the owner of the certificate holds by following the public good and follow ethical principles;
4. Submit the proof of observance to the SZUTEST in accordance to the method and frequency announced by the SZUTEST;
5. Be aware that the certificate may be suspended or cancelled in the event that the owner of the certificate did not follow the conditions of the use of the certificate indicated by the SZUTEST;
6. Accept that the right to authorize the use of the certificate belongs to the SZUTEST and the SZUTEST has the authority to suspend or cancel the certificate;
7. In the case of suspension or cancellation of the certificate, cease using the certificate and return the certificate by the method announced by the SZUTEST and within 15 business days;
8. In the case of suspension or cancellation of the certificate, become aware that the certificate owner’s personal information on [www.szutest.com.tr](http://www.szutest.com.tr) shall be removed by the SZUTEST from the website;
9. Carry out the requirements of recertification indicated by the SZUTEST in order to continue using the certificate at the end of the expiry date of the certificate;
10. Not use the certificate in a way that it harms the parties that are affected by the use of the certificate and produces misleading results, not make incorrect declarations;
11. Inform and update the employer/place of employment information correctly and fully to the SZUTEST in the event that the certificate owner is employed or works independently with respect to the certificate held by the certificate owner;
12. Inform the declaration of missing certificate report to the SZUTEST with a petition in the case of losing the certificate;
13. Follow the changes that may be made in the contents/conditions of this agreement by the SZUTEST;
14. Follow the conditions of use of the logo/brand name announced on [www.szutest.com.tr](http://www.szutest.com.tr);
15. Become aware that the certificate owner’s certificate may be suspended or cancelled in the case of failure to obey the conditions of the use of the logo/brand name;
16. Not accept the work orders of the employer or coworkers contrary to the craft knowledge and experience;
17. Not use the certificate in areas except the work performed or in a way that would cause dispute.
18. All the publicity events and advertisements shall increase expressions that are correct, legal, honest and not misleading, and the CANDIDATE is responsible for not making a comparison with other professional services.
19. The applicant shall take the exam only on his/her behalf.
20. The owner of the certificate shall inform the SZUTEST in the event that circumstances arise not allowing the owner of the certificate to fulfill the conditions of the certification.

**Obligations of the SZUTEST**

The SZUTEST is obligated to:

1. Timely announce the application requirements of the certification exam, on [www.szutest.com.tr](http://www.szutest.com.tr), being open to the access of all candidates and including all the necessary information and through other venues that are deemed as necessary;
2. Timely announce the changes to the candidates that may be made in regards to the application and the exam;
3. Inform the candidates about acceptance of their applications, the information about the date and place of the exam, information on the exam results and whether they are successful with at least one of the following venues: [www.szutest.com.tr](http://www.szutest.com.tr), phone and email;
4. Accept the application of all candidates who meet the requirements;
5. Inform the candidates regarding all the requirements that constitute the basis for certification and the implementation of the exam through the email or phone;
6. Maintain privacy and security of the candidates’ personal information;
7. Inform all the announcements and warnings in regards to the processes including observance, change of the certificate’s coverage, suspension/cancellation of the certificates, and recertification for the duration of the validity of the certificate on [www.szutest.com.tr](http://www.szutest.com.tr) and by email;
8. Inform the owners of the certificate to obey the changing conditions on [www.szutest.com.tr](http://www.szutest.com.tr) and by email in the case that a change was made in the certification conditions and the coverage of the certificate;
9. Provide the impartial and timely evaluation of all objections or complaints in regards to the certification processes;
10. Maintain privacy and security of the certificate owners’ personal information;
11. Announce the conditions of the use of SZUTEST logo/brand name on [www.szutest.com.tr](http://www.szutest.com.tr) which is open to the access of the candidates.

**Resolution of Conflicts**

The candidates accept that they follow the processes of objection and complaints of the SZUTEST when needed, to resolve all the conflicts arising from the implementation of this agreement before pursuing litigation, and if they don’t obtain any outcome from those, they pursue litigation and accept İstanbul Anadolu Courts as the court of competent jurisdiction.

**As the owner of the application**, I declare that I have read the SZUTEST Certification Program in regards to the indicated certification service and I shall certainly obey those conditions, and the information on this form are correct. If I become unable to meet the certification requirements after receiving the certificate, I declare that I shall inform the SZUTEST about this situation.

I undertake to obey the conditions and requirements necessitated by the Personnel Certification activities, and timely pay the fees regarding the services and evaluation made and in this framework irrespective of the outcome of the certification, and in the case of the receipt of the certificate, to pay the other necessary fees. I know and declare that my application shall be put in process or I shall be deemed to apply when I submit all the related application documents to the SZUTEST, and additionally, even if I receive the right to obtain a certificate, in the case of my failure to pay the related fees, my certificate shall be cancelled. I accept and undertake that I shall obey the conditions of certification and agreement, and provide all sorts of information for the whole certification process, inform the SZUTEST in writing within a week in the event that a change takes place in my work, contact and other information and otherwise know that my certificate shall be cancelled in the case that it is determined, know that in observing the conditions of certification and in my employment under the coverage of the certificate, my certification shall be invalid in the event that I discontinue working for a long time, and in such case, I shall return my certificate to the SZUTEST within 15 days, and I shall follow the requirements of the SZUTEST’s personnel certification procedures and instructions, I shall make all my complaints in regards to the certification program to the SZUTEST in writing with the CUSTOMER COMPLAINT, OBJECTION and SUGGESTION FORM FR.02. R01 located on [www.szutest.com.tr](http://www.szutest.com.tr) in the documents section, in my objections, the objection committee determined by the SZUTEST shall be the final decision authority, the SZUTEST is the owner of the certificate that I shall receive, if deemed necessary and/or in the case that the information that I have provided are not accurate, the SZUTEST may cancel my certificate, and I shall make no claims against the SZUTEST in the event that the certificate that I received from the SZUTEST is suspended or cancelled by the SZUTEST for whatever reason.

I declare that I have read and accepted the abovementioned conditions.

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| **CANDIDATE** |
| **NAME AND LAST NAME****SIGNATURE - DATE** |
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| --- | --- |
|  |  **SZUTEST**  |
| **NAME AND LAST NAME** **SIGNATURE – DATE** |
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