

## Recognition agreement

**between the joint recognition and certification body ICW/PersCert TÜV for wound qualifications**

*- known as the recognition and certifying body in the following -  
and*

*✍ please complete in block letters*

<b>Provider number:</b>	*will be assigned by the certification body in the case of the first recognition
<b>Name:</b>	
<b>Address:</b>	
<b>Country:</b>	
<b>Contact person:</b>	
<b>Contact details:</b>	Phone: _____ Fax: _____ Email: _____

*- known as the educational provider in the following-*

The *joint recognition and certifying body* and the *educational provider* agree to monitor the maintenance of the recognition for the period of five years. Within this period, the following services are to be covered by a contract:

### § 1 Duration of contract

1. The recognition arrangement is applicable for a period of five years from the date of issue of the certificate. In case of an application for several seminars the recognition arrangement will be applied for these seminars as well.
2. Before the expiry of the validity of the recognition after five years, the provider may apply for a re-recognition. For this purpose, a new application for recognition must be submitted with a lead time of at least eight weeks.
3. In the event of an interruption of continuing education activities in the area of the recognised seminar type of more than 24 months, the recognition shall expire. The implementation of recertification training courses shall not be taken into account. If there is a desire to resume the training, a new application for recognition must be submitted and the corresponding fees paid.
4. The agreement may be terminated from both sides within a period of three months from the quarter end. The right to extraordinary termination remains unaffected. To be valid, terminations must be in written form.

## **§ 2 Scope of recognition and certifying body**

The recognition and certifying body is committed to the educational provider to provide the following services:

1. Maintaining the recognition in compliance with the policies and regulations of the common recognition and certifying body ICW/PersCert TÜV.
2. Monitoring of compliance with policies and regulations of the joint recognition and certifying body ICW/PersCert TÜV by document review and unannounced on-site audits.
3. Keeping your name in the public register of recognised education and training institutions/provider that are authorised to perform wound qualifications in accordance with the guidelines of the ICW e.V.

## **§ 3 Rights of education and training institution**

1. The educational provider is entitled to organise their courses as per curricula of the ICW and take examinations in accordance with the examination regulations.
2. The educational provider is authorised to use the recognition by the joint recognition and certifying body ICW/PersCert TÜV for wound qualifications and the reference "qualification as per the curriculum of the ICW" for advertising purposes and use in public relations.
3. If the participants of the recognised educational provider comply with the guidelines and regulations agreed by the recognition and certification procedures and for payment of examination fees, they are eligible for a certificate of the joint recognition and certifying body.

## **§ 4 Obligations of education and training institution**

The educational provider accepts the following obligations:

1. The delivery of courses and exams must be reported to the joint recognition and certifying body at least four weeks before with the exact project location, date and time, and created timetable.
2. Deviations from the conceptual, personnel and other quality attributes of the courses and tests promised in the application for recognition and confirmed by the recognition are to be reported to the joint recognition and certifying body before the start of training, and certified by them. Unpredictable deviations are to be informed without delay.
3. The recognised educational provider also has to allow unannounced authorised representatives of the joint recognition and certifying body the participation in the training and testing for the purpose of verifying compliance with the agreed rules and regulations (audit). It is obligated to provide relevant quality inspection records upon request and provide information and documents requested as copy. The seminar documents must be kept for at least two years, the examination documents for five years.

4. If an audit, as provided under 3., cannot take place due to changes, which were not announced to the certifying body (e.g. change in the course schedule or course location), the educational provider is obligated to reimburse the costs in the amount of 500.00 €.
5. If deviations from the agreed processes occur or are detected in such samples, the recognised educational provider is obligated to correct the deviations in line with the deadline set by the joint recognition and certifying body. In case of necessary re-audits due to substantial deviations, the educational provider is obliged to proportionally refund the costs.
6. If recurring serious deviations from the agreed processes occur or deviations are not corrected within the time allowed, the joint recognition and certifying body is authorised to cancel the recognition with immediate effect. Thus, all rights of the recognised educational provider are terminated which arise from this agreement.
7. Participants who have attended an objectionable course or test are not entitled to a certificate from the joint recognition and certifying body.
8. The educational provider is committed to allow the professional and educational management to participate once every three years at the management seminars of the recognition and certifying body, for which seminar fees must also be paid. At the beginning of the training activity, each of the management (chairpersons) must participate in the basic management seminar.

## **§ 5 Recognition fee**

The joint recognition and certifying body charges:

1. For the initial recognition, for the period of five years, a one time fee of 500.00 € plus VAT is charged per applicant course concept (Woundexpert ICW<sup>®</sup>, Woundtherapist ICW<sup>®</sup> and Woundcare specialist ICW<sup>®</sup>).
5. For an interim audit within the five-year period, a fee of 500.00 € plus VAT is also due.
6. In case of a renewed recognition after five years a new negotiable fee will be charged. At the moment the re-recognition fee amounts 300.00 € plus VAT.
7. The charges for the recognition for conducting recertification training amount 40.00 € plus VAT for every registered training accepted by the recognition and certifying body. E-learning modules that should be accepted for recertification will be charged within a separate calculation mode depending on the processing time. (For further details see information on re-certification providers and e-learning in ICW/TÜV seminars)

## § 6 Confidentiality

1. The recognition and certifying body ensures the confidentiality of all personal data of the educational provider under the provisions of the Federal Data Act.
2. The educational provider explains its understanding to provide information about the status of their recognition in writing or orally, depending on the prompt placement by the recognition and certifying body.

## § 7 Other provisions

1. Amendments and supplements to this contract, including these regulations have to be in written form. Additional agreements are not considered.
2. If any provision of this agreement should be or become invalid or if this agreement contains gaps, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision a valid provision is understood which corresponds to the logic and purpose of the invalid provision. In case of gaps, the provision is agreed that is in line with what had been reasonably agreed as logic and purpose of this contract, if the matter was considered at the outset.

**This agreement will be valid from the date of recognition:** \_\_\_\_\_

Place  
date:

Frankenau/Berlin  
date:

\_\_\_\_\_  
Authorised signatory of education and  
training institute/provider:

\_\_\_\_\_  
Authorised signatory of recognition and  
certification body

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name in block letters*

\_\_\_\_\_  
*Name in block letters*

Stamp of education and training institute:

Stamp of recognition and certifying body:

\_\_\_\_\_  
**Please attach **three** copies of the filled recognition agreement to the application for  
recognition!**