

Exam Rules

DEFINITIONS

All terms below, which are contained in the Exam Rules, will have the following meaning:

Examination Centre	an organizational unit operating within the SJSI, whose aim is exclusively to organize exams.
Examiner	person representing the Examination Centre, responsible for the procedure of the Exam.
Exam	means an Open or Closed Exam.
Open Exam	the Exam, which may be taken by any natural person by concluding prior contract to take the exam through the Website.
Closed Exam	the Exam organized at the order of the Business Partner, in which only those indicated by the Business Partner may take part.
IREB	International Requirements Engineering Board.
ISTQB	International Software Testing Qualification Board.
Consumer	a natural person who performs a legal action with an entrepreneur which is not directly related to his or her business or professional activity.
Business Partner	any natural person, legal entity or organizational unit which is not a legal entity, to which a separate act grants legal capacity, conducting business activity, which on the basis of a cooperation agreement for the Exams commissions SJSI to organize Closed Exams.
Website	website at the address https://sjsi.org/ allowing to register for the Open Exam.
SJSI	Stowarzyszenie Jakości Systemów Informatycznych registered in Warsaw (00-680) at ul. Poznańska 16 apt. 4, entered into the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Institutions, kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the entry number KRS 0000175199, with the tax number (NIP) 5272426649 and REGON No. 015596805,
TMMI	Test Maturity Model integration.
Exam Participant	person sitting the Exam.

I General Provisions

§ 1

1. These Rules define the rules of conducting ISTQB, IREB and TMMI Exams by the Examination Centre operating within the SJSI.
2. The provisions of these Rules apply both to Open and Closed Exams, subject to the provisions of §5, which applies only to Closed Exams.
3. Registration for Open Exams organized by SJSI is possible only for natural persons through the Website.
4. Registration for Closed Exams is possible only for Business Partners, who have login and password to the examination system, which allows to register for Closed Exams.

§ 2

1. The Exams organized by the Examination Centre consist of testing the degree of mastery of issues related to software testing or requirements engineering, according to the type and level of the exam, whose guidelines have been widely accepted by the organizations: ISTQB, IREB and TMMI.
2. The Exam takes place in the form provided for the type and level of the exam (a form of multiple-choice test).
3. Exams are conducted by Examiners with appropriate qualifications.

II Forms and types of exams offered by SJSI

§ 3

Open Exams

1. Open Exams are cyclically organized by SJSI as part of its statutory activity. The fixed date of the Exam is each time announced in the exam schedule available on the website www.sjsi.org and on the Website.
2. The Open Exam may be taken by a natural person of full age, who using the functionalities of the Website will register for the particular Exam of their choice.
3. The price of the Open Exam is always visible in the Website next to the given Exam, as well as in the price list available on the website <https://sjsi.org/oplaty-egzaminacyjne/>
4. The Open Exam is organized only at the dates and times indicated in the SJSI exam schedule.
5. Registration for the Exam is deemed to be equivalent to acceptance of these Exam Rules and of the Terms of Service for services provided by electronic means.
6. Some Exams organized by SJSI may be taken only after obtaining a lower-level certificate. In this case, after the registration, a scan of your lower-level certificate must be submitted to SJSI. In case of failure to submit a scan of the lower-level certificate at the latest 5 days before the date of the Exam, it will result in non-admission to the Exam.
7. In the case of unforeseen random events and emergencies, an Exam Participant has the opportunity to postpone the date of the Exam once or to resign from the Exam. Information about the postponing the Exam or resigning from the Exam should be sent to the Examination Centre at the latest 24 hours before the planned Exam date to the address: egzamininy@sjsi.org

8. In the case of a one-time postponement of the date of the Exam, the Participant will not bear any fees. Each subsequent change of the Exam date is subject to a fee of PLN 50 net (PLN 61.50 gross). An Exam Participant is obliged to make the payment by bank transfer immediately after receiving confirmation of enrolment on the date of the exam available to him/her. Failure to pay the fee makes it impossible to take the Exam, for which the Exam Participant has made the current transfer.
9. Resignation from the Exam within 14 days from the conclusion of a contract for participation in the Exam through the Website, will be treated as a withdrawal from the contract within the meaning of the Act on Consumer Rights. In accordance with the principles described in the Terms of Service for services provided by electronic means, withdrawal from the contract in this mode is not related to any payment. Resignation from the exam after the fourteen-day period to withdraw from the contract will result in unilateral termination of the contract concluded through the Website. In such a case, SJSI will charge the so-called handling fee, the amount of which is shown in the price list of exams available on the website <http://sjsi.org/oplaty-egzaminacyjne/>
10. Open Exams are conducted in both paper and electronic form. The realization of the exam in an electronic form depends on the availability of ICT infrastructure. The decision as to how to conduct the Exam remains with the SJSI.

§ 4 Closed Exams

1. The Closed Exam is conducted exclusively to the order of the Business Partner, who will register at least 6 people to take the Closed Exam.
2. In order to organize the Closed Exam, which will be conducted at the time and place indicated by the Business Partner, it is necessary to make a reservation through the Website.
3. In order to make a reservation, the Business Partner is obliged to:
 - a) indicate the date of the Closed Exam to the Examination Centre;
 - b) indicate the premises where the Closed Examination will be held to the Examination Centre, with the reservation that the premises must be equipped with seating for the examinees, which will be set in the so-called "school" setting and at least 1 meter away from each other;
 - c) indicate a contact person responsible for conducting the Closed Exam;
 - d) indicate the form of Closed Exam (electronic or paper) to the Examination Centre;
 - e) indicate the type and level of the Closed Exam, as well as language versions of the exam.
4. Closed Exams may be conducted in both paper and electronic form. The decision on the form of the Closed Exam is made by the Business Partner, with the reservation that the realization of the Closed Exams in electronic form will depend on the availability of technical infrastructure.
5. In the case of ordering the Closed Exam by the Business Partner in an electronic form, the Examination Centre is responsible to provide a sufficient number of computers (laptops) needed to conduct the Closed Exam, and the Business Partner is obliged to provide electricity and access to the Internet to conduct the Closed Exam.
6. A person designated by the Examination Centre or by the Examiner is authorized to verify whether the person ordering the Closed Exam has ensured the necessary conditions for the realization of the Closed Exam, including in particular whether the premises in which the Closed Exam is to be conducted meet the requirements set out in Attachment 1 to these Rules. In case of negative verification, the Closed

Exam will not be conducted, and the Business Partner who registered for the Closed Exam will be charged a handling fee of PLN 1000.00.

7. In the case of failure to appear for the Closed Exam within the time limit set by the Business Partner, the Business Partner will be charged with the cost only for those Participants of the Exam who have appeared on the set date. An exception to the above rule is a situation in which less than six of the submitted Exam Participants appear for the Closed Exam - in this case the Business Partner will be charged with the fee for minimum 6 Exam Participants, despite the fact that fewer people took the Closed Exam.

§ 5 Types of Exams

1. The ISTQB Foundation Level examination/the ISTQB Agile Tester Extension

The examination is in the form of a multiple-choice test and consists of **40** questions. Each question has several answers, out of which one or two are correct. Each question is accompanied by a number of correct answers. For each question you can get 0 or 1 point.
The number of points available in an examination is **40**.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **60 minutes**. If the language of the Examination is different from the native language of the Participant, the time allowed for the Examination is **75 minutes**.

To pass the examination a minimum of **26** points is required (**65%** of the total number of points).

2. The IREB Foundation Level examination

The examination is in the form of a multiple-choice test and consists of **45** questions. For each question, the exam participant receives from 1 to 3 points – maximum **70 points**.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **75 minutes**. If the language of the Examination is different from the native language of the Exam Participant, the time allowed for the Examination is **90 minutes**.

To pass the examination a minimum of **49** points is required (**70%** of the total number of points).

3. The ISTQB Advanced Level - Test Manager examination

The examination is in the form of a multiple-choice test.

The test comprises **65** questions. Each question has several answers, one or more of which are correct.

Each question is accompanied by the number of correct answers and the maximum number of points to be scored.

A maximum of **115** points can be scored.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **180 minutes**. If the language of the Examination is different from the native language of the Exam Participant, the time allowed for the Examination is **225 minutes**.

To pass the examination a minimum of **75** points is required (**65%** of the total number of points).

4. The ISTOB Advanced Level - Test Analyst examination

The examination is in the form of a multiple-choice test.

The test comprises **60** questions. Each question has several answers, one or more of which are correct.

Each question is accompanied by the number of correct answers and the maximum number of points to be scored.

A maximum of **120 points** can be scored.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **180 minutes**. If the language of the Examination is different from the native language of the Exam Participant, the time allowed for the Examination is **225 minutes**.

To pass the examination a minimum of **78** points is required (**65%** of the total number of points).

5. The ISTOB Advanced Level - Technical Test Analyst examination

The examination is in the form of a multiple-choice test.

The test comprises **45** questions. Each question has several answers, one or more of which are correct.

Each question is accompanied by the number of correct answers and the maximum number of points to be scored.

A maximum of **80 points** can be scored.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **120 minutes**. If the language of the Examination is different from the native language of the Exam Participant, the time allowed for the Examination is **150 minutes**.

To pass the examination a minimum of **52** points is required (**65%** of the total number of points).

6. The Tmmi - Foundation Level examination

The examination is in the form of a multiple-choice test.

The test comprises **40** questions.

Each question is accompanied by a number of correct answers. For each question you can get 0 or 1 point.

A maximum of **40 points** can be scored.

If you select wrong answers, you do not get negative points, the participant gets 0 points.

The time allowed for the examination is **60 minutes**. If the language of the Examination is different from the native language of the Exam Participant, the time allowed for the Examination is **75 minutes**.

To pass the examination a minimum of **26** points is required (**65%** of the total number of points).

§ 6 Examination Procedure

1. Upon arrival at the Exam, each Exam Participant is required to confirm his or her presence on the attendance list with his or her own signature, and then occupy the seat as indicated by the Examiner.
2. Each Exam Participant is obliged to take with him or her a valid identity document (ID card or passport) and present it to the Examiner before the beginning of the Examination.
3. Before the start of the Exam, the Examiner provides the Exam Participants with all the necessary organizational information related to the Exam, in particular, informs the Participants of the organization and procedure of the Exam, instructs how to mark the answers on the examination cards or in the electronic system, orders to deposit or hide all prohibited materials and turn off mobile phones and other data transmission devices (computers, tablets, smartphones, etc.).
4. The Examiner may not agree to the Participant's taking the exam, if:
 - a) it is not possible to confirm the identity of the Exam Participant, e.g., due to the lack of identity document or the illegibility of this document;
 - b) failure to pay the examination fee (not applicable to Closed Exams);
 - c) when there is a real probability that the Exam Participant is intoxicated or under the influence of illegal substances.The above circumstances are reported in the exam protocol.
5. The Exam must be attended punctually at the appointed time. In case of emergency situations causing inability to arrive on time for the Exam, it is necessary to contact the Examination Centre immediately by phone or e-mail.
6. In the case of the Exam conducted in paper form, each Exam Participant receives a test and gives answers on the answer card. Each question is accompanied by information about the number of answers to be marked.
7. In the case of an Exam conducted in electronic form, each Exam Participant is provided with a computer with software to fill in the test and an individual login and password to log in to the application, in which the Exam is conducted. After logging in to the examination application, the Participant solves the test by answering the appearing exam questions. Each question is accompanied by information about the number of answers to be marked.
8. Regardless of the form of the Exam, the Examiner instructs the Exam Participants how to mark answers before the start of the Exam.

§ 7

Rules of participation in the Exam

1. Each Exam Participant is required to take the exam on his or her own.
2. During the procedure of the Exam, Exam Participants may not contact each other, nor ask the Examiner questions concerning the content of the examination questions, in case of asking the Examiner questions concerning the content of the examination questions, the Examiner will not answer the question.
3. During the Exam it is forbidden to use pencils and stationery articles that allow easy deletion of written text such as correction pens.
4. **The Participants are strictly prohibited from copying and distributing examination questions.**
5. It is absolutely forbidden to use any educational materials (books, notes, etc.) during the Exam.
6. It is absolutely forbidden to use any electronic devices enabling data transmission (phones, computers, tablets, smartphones, etc.) during the Exam.
7. It is forbidden to consume any meals during the exam.
8. If the language of the Exam is different from the language of the Exam Participant, it is allowed to use language dictionaries corresponding to the language of the Exam and the native language of the Exam Participant.
9. It is forbidden to leave the examination room during the Exam.
10. Participants may only make notes on the examination sheet or on a sheet provided by the Examiner, which must be legibly signed with their first and last names and returned with the examination sheet at the end of the examination. The notes will not be read or graded.
11. After the end of the exam, each Exam Participant is required to submit the examination sheet with any notes to the Examiner. It is unacceptable to take the examination sheets and notes made during the examination outside the examination room.
12. The Examiner may exclude the Exam Participants who, during the Exam, behave in a manner inconsistent with these Rules, and in particular use prohibited study aids, attempt to copy examination questions, or interfere with the procedure of the Examination.
13. The exclusion from the Exam is equivalent to obtaining a negative result from the Exam. Reasons and time of exclusion from the examination are recorded in the examination protocol.

§ 8

End of the examination

1. After handing over the test sheet or completing the test on the computer, Exam Participants should leave the examination room as soon and as quietly as possible.
2. In the case of the Examination in the paper form: After the expiry of the time allocated for the examination, the Examiner announces the end of the examination, in which case all the Exam Participants who have not yet returned the examination sheet should immediately complete the examination tasks.
3. In the case of the Examination in an electronic form: After the expiry of the time allocated for the examination, the exam application informs the Exam Participant about the expiry of the time allocated for the examination and blocks access to the content of examination questions.

§ 9
Results of the examination

1. The results of written exams are sent to the e-mail address of the Exam Participant stated in the application form, within 5 working days from the date of the Exam.
2. Exams completed in electronic form using a computer are checked immediately after the end of the Exam.
3. The results of the exams conducted in electronic form are displayed to the Exam Participant after their completion on a computer screen and additionally sent to the e-mail address indicated by him/her on the examination form within 10 days from the date of the Exam.

§ 10
Study aids

1. SJSI makes available on the website: <http://sjsi.org/ist-qb/do-pobrania/> study aids necessary for proper preparation for the Exam such as: syllabuses, dictionaries, sample exam questions for different types and levels of exams. Additionally, it provides approved English language versions of these materials.
2. The study aids indicated above are the only materials, generally available and approved in agreement with the individual organizations, i.e., ISTQB and IREB.
3. The above-mentioned study aids may not be used by the Exam Participants during the Exams.
4. All study aids provided by SJSI are subject to the protection provided for in the provisions of the Act of 4 February 1994 on Copyright and Related Rights.
5. SJSI is the owner or licensee of all content (photos, text, video, music, etc.) placed on a website available under the domain <http://sjsi.org/ist-qb/do-pobrania/>
6. The Exam Participants and other Internet users without the consent of SJSI or the owner of the published materials may not use the content of the website available under the domain <http://sjsi.org/ist-qb/do-pobrania/>

§ 11
Complaints

1. The Exam Participant is entitled to lodge a complaint to the Examination Centre concerning the procedure of the exam and its result. The complaint should be made in writing.
2. The complaint must be justified as accurately and precisely as possible.
3. The Examination Centre will consider any complaint lodged within 14 days of receipt. The Examination Centre will immediately notify the Exam Participant who made the complaint about the results of the complaint procedure.
4. SJSI does not provide for the possibility of using out-of-court methods of handling consumer disputes.

§ 12
Archiving

1. SJSI archives all examination sheets filled in paper form as well as examination sheets filled in electronically (when taking the exam with a computer), for a period of six years. The answer sheets are kept for the same period.

2. The paper examination sheets and paper answer cards are archived by scanning them and placing them in an electronic archive maintained by SJSI.
3. The original examination sheets, which were originally in written form after being scanned and archived, will be destroyed by authorized persons.
4. The Examination Centre allows the Exam Participant to have personal access into the examination questions.
5. Access to the examination questions will be available only in the SJSI office in Wrocław, at a pre-determined date, at a fixed time and after payment of an appropriate fee, according to the rules set by the Examination Centre. An Exam Participant interested in accessing the questions is obliged to send such request to the address: egzamininy@sjsi.org.
6. Before presenting the document to the Exam Participant, the Exam Participant must show an identity document with a photo to confirm his or her identity to an authorized employee of the Examination Centre.
7. The Exam Participant who is accessing the document with examination questions is entitled to 15 minutes for ISTQB and IREB exams at basic level or 30 minutes for ISTQB and IREB exams at advanced level. It is forbidden to copy the examination sheet and the questions contained therein while reading the examination sheet.
8. The Examination Centre may refuse to provide access to the examination questions to a person who does not present an identity card or has not paid the required fee.

§ 13 Certificate Delivery

1. Persons who passed the Exam are issued the relevant certificates of approval by SJSI.
2. The certificates are delivered by courier (certificates in paper version) or in electronic form (certificates in PDF) by sending them by e-mail to the address provided by the Exam Participant.
3. In case of choosing to send the certificate by courier:
 - the maximum time of preparation and awarding the certificate is 60 days from the date of receipt by the Exam Participant of the Exam results;
 - at the moment of sending the certificate by SJSI, the Exam Participant will receive a notification by e-mail;
 - in case of non-collection of the parcel sent by courier, SJSI may send the certificate again only at the cost of the Exam Participant according to the price list shown on the website: <http://sjsi.org/oplaty-egzaminacyjne/>;
 - in case SJSI has to deliver the certificate abroad, the certificate will be sent as a registered letter. In case a shipment sent abroad is not received, each subsequent sending by SJSI abroad requires payment of a fee according to the price list shown on the website: <http://sjsi.org/oplaty-egzaminacyjne/>
4. The ISTQB certificate (regardless of the language version chosen by the Exam Participant) is sent in two language versions: Polish and English. IREB and TMMi certificates in English only.
5. SJSI allows for personal collection of the certificate (by prior arrangement and presentation of an identity document) at the seat of the Examination Centre, i.e., in the TIMES Building, ul. Kazimierza Wielkiego 1 in Wrocław from Monday to Friday during office hours, i.e., from 9.00 am to 5.00 pm.

IV Final Provisions

§ 14

1. These Rules have been in force since 1.12.2020. The electronic version of the Rules is made available the website of SJSI.
2. The Rules are a part of the contract concluded between SJSI and the Exam Participant.
3. The personal data of the Exam Participants will be processed by the SJSI in accordance with the generally applicable regulations, including the provisions of the GDPR and the provisions of the Personal Data Protection Act of 10 May 2018. Detailed information concerning processing of personal data of the Exam Participants has been included in the information on processing of personal data, which constitutes Attachment No. 2 to these Rules.
4. Any disputes arising between the Exam Participant being a Consumer and SJSI will be settled by the Competent Court in accordance with the Code of Civil Procedure.
5. Any disputes arising between the Business Partner and SJSI will be settled by the Court having jurisdiction over the registered office of SJSI.
6. SJSI reserves the right to make changes in the content of these Rules, in particular if such change results from a change in the applicable legislation. An amendment to the Rules will be effective within the period specified by SJSI, however, not shorter than 14 days from the time of determining the new content of the Rules.

ATTACHMENT NO. 1 to Exam Rules

Requirements for the premises where the Closed Exam is organized

- ensure a room with good soundproofing;
- ensure sufficient lighting;
- ensure the so-called "school" setting if tables and at least 1 meter away from each other;
- in case of joined tables, SJSI will consider half of the number of available seats when estimating the number of people who can use the available seats (participants may be seated on every other seat);
- ensure 1 seat for the examiner (table and chair);
- ensure a whiteboard/flipchart on which the examiner will be able to write down the most important organizational information for exam participants;
- in case of ordering the exam in electronic form, it is necessary to provide access to electricity (electrical sockets at the tables for the exam participants) and access to the good quality Internet.

ATTACHMENT NO. 2 to Exam Rules PERSONAL DATA PROCESSING

Who is the personal data controller?

The Personal Data Controller is "STOWARZYSZENIE JAKOŚCI SYSTEMÓW INFORMATYCZNYCH" registered in Warsaw (00-680) at ul. Poznańska 16 apt. 4, entered into the Register of Associations, Other Social and Professional Organisations, Foundations and Public Health Care Institutions kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under the entry number KRS 0000175199, with the tax number (NIP) 5272426649 and REGON No. 015596805, hereinafter "The Association".

Data Protection Officer

The Association has not appointed its Data Protection Officer.

How can Data Protection Officer be contacted?

In matters concerning the processing of personal data by the Data Controller, please contact us in writing by sending correspondence to the address of our office in Wrocław, located at ul. Kazimierza Wielkiego 1, 50-077 Wrocław.

It is also possible to contact us by e-mail, in which case please send your message to the address: kontakt@sjsi.org

What personal data can be processed by the Association?

The Personal Data Controller may process the following personal data:

- first name(s) and surname(s) and/or business names,
- PESEL numbers,
- birth dates,
- information about bank accounts and payment and debit card numbers, etc,
- address of residence, delivery address,
- telephone number,
- e-mail address.

What is the legal basis of the processing of your personal data?

The legal basis for the processing of personal data may be provided:

- fulfilling the legal obligation of SJSI (Art. 6.1(c) GDPR) - with regard to billing, data storage period and other;
- performance of the contract, including the contract for participation in the exam (Art. 6.1(b) GDPR);

- legitimate interests of SJSI (Art. 6.1(f) GDPR) – to meet the obligations arising from the regulations on personal data protection so as not to expose SJSI to financial penalties and other liability;
- consent of the data subject (Art. 6.1(a) GDPR) – if the use of personal data is not necessary for the performance of the contract, the execution of a legal obligation or does not constitute a legally justified interest of the Association, which may ask for the consent to certain ways of using the personal data.

What are the purposes of personal data processing? The purposes for which SJSI processes personal data are:

- administering exams to software testers,
- organization of conferences, events, trainings,
- fulfilling legal obligations,
- billing.

What are your rights in relation to the processing of personal data?

Every person has the right to:

- access the personal data and to receive copies of their data,
- rectify (correct) the personal data,
- delete the personal data,
- limit the processing of the personal data,
- transfer the personal data if the data are processed on the basis of a contract or consent. The Association will transfer the data to the data subject on an appropriate medium or will send the data to the designated entity,
- raise an objection to the processing of the personal data,
- withdraw consent at any time - if consent was given by the contractor.
- The data subject has the right to file a complaint with the President of the Personal Data Protection Office.

Processing of sensitive personal data.

The Association does not process sensitive personal data.

To whom does the Association provide personal data?

The Association may, where necessary, provide personal data to the following recipients or categories of recipients:

- service providers of the Association, each time in a contract concluded with such service provider the Association requires it to comply with data protection regulations;
- entities entitled to obtain personal data on the basis of legal regulations (police, prosecutor's office, authorities, etc.).

Transfer of personal data to third countries.

The Association does not transfer personal data to third countries.

How long do we keep personal information?

The Association makes every effort to ensure that personal data are processed in an adequate manner and as long as it is necessary for the purposes for which it was collected. With this in mind, the Association keeps personal data for no longer than necessary to achieve the purposes for which the data were collected or, if necessary, to comply with the applicable law, in particular the period of execution of the contract and the limitation period for claims.

Automated decision-making.

The Association does not make automated decisions, including profiling based on the personal data provided.