Exam Rules

version 1.1.5.

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.
TMMi®	Test Maturity Model integration
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://exam-rejestracja.sjsi.org/ allowing to register for the Open Exam.
SJSI	Stowarzyszenie Jakości Systemów Informatycznych registered in Warsaw (00-680) ul. Poznańska 16 apt. 4, entered into the Register of Associations, Other Social and Professional Organisations, Foundationsand 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.
Exam Participant	the person taking 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 the § 4, 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.

§ 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 single and 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 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.
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 when ordering an exam, a scan of your lower-level certificate must be submitted to SJSI. Until a scan of the certificate for the lower- level is provided, SJSI will not issue the participant with a certificate confirming the positive result of the higher-level Exam.

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 at the request of a Business Partner who will register Exam Participants (in accordance with the rules of the established partnership) who will 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 to the Examination Centre of the premises where the exam will be conducted,
   c) indicate a contact person responsible for assisting in the conducting of 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.
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 ICT 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.
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 5,000 gross.
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 of participation in the Exam of all registered exam participants. 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 withthe fee for minimum 6 Exam Participants, despite the fact that fewer people took the Closed Exam.

§ 5

The types of Exams organized by the Examination Center are described in Attechment No. 5 to these Regulations, which is a separate document.

§ 6

Activities performed before the start of the Exam

1. 1. The Exam should be submitted punctually at the appointed time. In the event of random situations resulting in the inability to arrive on time for the Exam, you should immediately contact the Examination Center by e-mail. The rules and fees related to the transfer of the Exam Participant to another date of the Exam are described in Attachment No. 4 to these Regulations.
2. 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.
3. 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.
4. 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 all prohibited materials and turn off mobile phones and other data transmission devices (computers, tablets, smartphones, etc.).
5. 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) 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.
6. In the case of an exam taken in writing, the Exam Participant is obliged to complete and sign the registration form before taking the substantive part of the exam, in which he is obliged to provide the following information:
   a) Name and Surname,
   b) PESEL number (or data of the identity document) and telephone number.
7. In the case of an exam taken in writing, each Exam Participant receives a test and answers on the answer card. Each question is accompanied by an instruction on how to mark the answer to the question.
8. 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 byan instruction on how to mark the answer to the question.
9. Regardless of the form of the Exam, the Examiner instructs the Exam Participants how to mark answers before the start of the Exam.

§ 7

Examination procedure

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 taken in writing 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, smartwatches, etc.) during the Exam.
7. It is forbidden to consume any meals during the exam.
8. During the Exams taken in the English language version, it is permissible to use dictionaries corresponding to the language version of the exam and the native language of the Exam Participant, with the proviso that it must be a printed dictionary.
9. It is forbidden to leave the examination room during the Exam.
10. Exam Participants may take notes:
    a) on the examination paper (only in the case of a written exam),
    b) on a piece of paper provided by the Examiner (the card before taking notes should be legibly signed with the name and surname and given to the examiner after the exam),
    c) in the Notebook available in the exam application,
    d) on a dry-erase board.
    Notes taken by Exam Participants will not be read or evaluated.
11. After the end of the Exam taken in writing, each Exam Participant is obliged to give back 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 (in the case of a written examination) or completing the test on the computer, Exam Participants should leave the examination room as soon and as quietly as possible.
2. After the expiry of the time allocated for the examination (in the case of a written examination), the Examiner announces the end of the examination. In this case, the Exam Participant who has not yet returned the exam paper is obliged to return it.

3. After the time allotted for solving the test in electronic form, the exam application blocks the possibility of any edition of the exam paper and informs the Participant about the end of the Exam.

§ 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 7 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.
4. SJSI is not responsible for incorrect or illegible entry of the e-mail address on the exam form.

§ 10

Study aids

1. SJSI makes available on the website: http://sjsi.org/ist-qb/do-pobrania/, https://sjsi.org/ireb-do-pobrania/ and https://sjsi.org/materialy-tmmi/ study aids useful for proper preparing to participate in the Exam such as: syllabi, dictionaries, sample exam questions for different exam types and levels.
2. The study aids indicated above are the only materials, generally available and approved in agreement with the individual organizations, i.e., ISTQB®, IREB® and TMMi®.
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/, https://sjsi.org/ireb-do-pobrania/ or https://sjsi.org/materialy-tmmi/.
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 domains http://sjsi.org/ist-qb/do-pobrania/, https://sjsi.org/ireb-do-pobrania/ and oraz https://sjsi.org/materialy-tmmi/.

§ 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. Assessment sheets are stored for the same period.
2. The paper examination sheets and paper assessment sheets 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 make a personal inspection of the archived exam sheet - only in paper form (regardless of the form in which the Exam is taken).
5. Viewing the Exam sheet will be available only at the seat of the Examination Centre in Wrocław, using electronic devices (laptop, tablet) belonging to the Examination Center.
6. The Exam Participant interested in viewing their own exam paper is obliged to send such information to the following address: egzaminy@sjsi.org.
7. Before presenting the exam paper to the Exam Participant, the Exam Participant must present a photo ID to an authorized employee of the Examination Center to confirm his or her identity.
8. The Exam Participant inspecting the exam paper and the grade sheet is entitled to a maximum of 1 clock hour. When reading the exam paper, it is forbidden to copy the exam paper and the questions contained therein.
9. The Examination Centre may refuse to provide access to the examination questions to a person who does not present an identity card (id card or passport)..

§ 13

Certificate Delivery

1. For those who have obtained a positive result from the Exam, SJSI issues appropriate certificates confirming obtaining a test or analytical qualification at a given level.
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 35 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/, https://sjsi.org/oplaty-egzaminacyjne-ireb/ and https://sjsi.org/oplaty-egzaminacyjne-tmmi/.

- if SJSI needs to deliver the certificate outside the country, the Exam Participant is obliged to pay an additional fee in accordance with the price list http://sjsi.org/oplaty-egzaminacyjne/, https://sjsi.org/oplaty-egzaminacyjne-ireb/ and https://sjsi.org/oplaty-egzaminacyjne-tmmi/. In a situation where a parcel sent outside the country will not be collected from the courier, each subsequent sending it by SJSI outside the country requires payment of a fee in accordance with the price list available on the website: http://sjsi.org/oplaty-egzaminacyjne/, https://sjsi.org/oplaty-egzaminacyjne-ireb/ and https://sjsi.org/oplaty-egzaminacyjne-tmmi/.

4. The ISTQB® certificate (regardless of the language version chosen by the Exam Participant) is sent in two language versions: Polish and English. The IREB® and TMMi® certificates are sent 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. **The content of the Regulations is effective from the date of publication of the current and subsequent versions of the Regulations**. The Regulations are available in an electronic version on the SJSI website.
2. The Rules are part of the agreement 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 in Wrocław.
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.
7. Amendments to the Regulations will not have effect on contracts that were concluded during the term of the previous version of the Regulations

ATTACHMENT No. 1 to Exam Rules

Requirements for the premises where the Closed Exam is organized

1. In the room where the Exam takes place, there can be a maximum of one person per 3m2 of the room area.

2. The spacing between participants must be at least 1 m. The Examiner's desk must be located at a minimum distance of 1 meter from the nearest sitting Exam Participant.

3. In the room where the Exam takes place, the tables should be set up in a "school" form, and the spacing between the tables should be at least 0,8 meters. In the case of combined tables, when estimating the number of Exam Participants who can use the available seats, SJSI will take into account half the number of available seats in the room (Exam Participants may be seated every second place).

4. The room in which the Exam takes place should be properly soundproofed and have sufficiently good lighting.

5. In the room there should be a separate table and chair for the Examiner, clean sheets of paper and a board (flipchart), on which the Examiner will be able to write down the most important organizational information for the Exam Participants.

6. In the case of ordering the Exam in electronic form, it is necessary to provide access to electricity (electrical sockets at the tables for exam participants) and access to an efficiently functioning Internet network.

7. When determining the number of Exam Participants, remember to ensure an efficient communication rou

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, Foundationsand Public Health Care Institutions kept by the District Court for the Capital City of Warsawin 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 Administrator, SJSI asks you to contact us in writing and, direct correspondence to the address of the SJSI office in Wrocław, located at Kazimierza Wielkiego 1, 50-077 Wrocław.
It is also possible to contact us by e-mail, in which case please send your message to theaddress: rodo@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 number,
- birth date,
- 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 SJSIprocesses personal data are:

- administering of Exam for software testers or the exam for requirements engineers,
- organization of conferences, events, trainings,
- fulfilling legal obligations,
- making settlements,
- sending the newsletter and marketing content,
- sending job offers / cooperation offers.

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 to the processing of personal data at any time,

- to submit a complaint to the President of the Office for Personal Data Protection.

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.

ATTACHMENT No. 3. Types of Exams (separate document)
ATTACHMENT No. 4. Rules and fees related to the transfer of the Exam Participant

HERE TO INSERT HORIZONTAL FLOW FOR CHANGING THE DATE OF THE EXAM