

BAI DATA

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Data Space Professional Qualification Programme Candidate Agreement

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CHANGES HISTORY

Version	Date	Changes
V1	1st November 2024	Initial document



1 INTRODUCTION

This Candidate Agreement outlines the terms and conditions for individuals participating in the **Data Space Professional Qualification Program (DSPQP)**. By registering for the DSPQP and taking its associated exams, you (the "Candidate") agree to be bound by the terms outlined in this Agreement, as well as any relevant policies or procedures, including the DSPQP Exam Procedure Guidelines.

This Agreement is governed by and subject to the applicable laws and regulations of Bilbao (Spain) and may be updated from time to time to reflect legal or procedural changes.

1.1 Definitions

- **Candidate:** An individual who registers for the DSPQP and takes exams.
- **DSPQP:** The Data Space Professional Qualification Program.
- **BAIDATA:** The Regional Awarding Body (RAB) responsible for administering the DSPQP.
- **Exam:** An assessment of a candidate's knowledge and skills in a specific area of data space.
- **Certification:** A credential awarded to successful candidates who pass the DSPQP exams.
- **Exam Call:** A scheduled instance of a DSPQP exam.
- **Exam Materials:** Any materials related to the DSPQP exam, including questions, answers, and instructions.
- **Official Score Report:** A document that provides the candidate's official score and results.
- **Proctor:** An individual responsible for monitoring and supervising exams.
- **Exam Platform:** The online platform used for administering DSPQP exams.

By agreeing to this Candidate Agreement, you acknowledge that you have read, understood, and accept all of the terms herein.

2 EXAM PURCHASES AND CANDIDATE RESPONSIBILITIES

2.1 Account Requirements

Before purchasing an exam, you must have completed the registration process on the BAIDATA platform, which includes agreeing to the **Privacy Policy** and creating a verified account. This account will be used for scheduling exams, receiving results, and accessing certification materials.

2.2 Exam Selection and Scheduling

1. **Exam Selection:** Candidates may select their desired exam(s) from the available offerings listed on the BAIDATA platform.
2. **Scheduling:** After selecting the desired exam, Candidates will be able to choose from available exam dates and times. The availability of specific dates and times is subject to demand and operational constraints.

2.3 Exam Fees and Payment

1. **Fees:** The applicable exam fee will be displayed before finalizing your purchase. All fees are listed in euros (€).
2. **Payment Methods:** Payments must be made in full using a valid credit card or other payment methods supported by the BAIDATA platform.
3. **Processing:** Payment processing is handled by a third-party provider, Stripe, in compliance with applicable data security standards.
4. **Confirmation:** After completing the payment process, you will receive a confirmation email detailing the scheduled date, time, and location (if applicable) of the exam.

2.4 Cancellation and Rescheduling

1. **Rescheduling:** You may request to reschedule your exam up to 48 hours before the scheduled time without any fees. Rescheduling requests made within 48 hours of the exam may be subject to a cancellation fee.

2. Cancellation:

- If you cancel more than 48 hours before the scheduled exam, you may be eligible for a voucher for future exam use. No refunds are issued for cancelled exams.
 - Cancellations made within 48 hours of the scheduled exam will not be refunded or rescheduled unless due to unforeseen circumstances (as outlined in the Force Majeure clause).
3. **BAIDATA Cancellations:** In the event that BAIDATA cancels an exam due to technical issues or other operational disruptions, you will be offered a free rescheduling option or a voucher for future exam use.

3 EXAM PREPARATION

3.1 Training Providers

BAIDATA does not directly offer training courses or materials for the DSPQP exams. However, we maintain a list of authorized third-party training providers who offer preparation courses for these exams. Information about these providers, including available courses, is listed on our website.

1. **Authorized Training Providers:** Training provided by authorized institutions ensures alignment with DSPQP's exam standards.
2. **Disclaimer:** BAIDATA does not guarantee that completing a course from an authorized provider will result in passing the exam. Candidates are responsible for their own preparation.

3.2 Practice Exams

BAIDATA provides practice exams to help Candidates prepare. These practice exams are designed to simulate the structure and difficulty of the official exam.

1. **Exam Format:** The practice exams use the same user interface and exam format as the official exam.

2. **Question Types:** Questions in the practice exams are similar in style and complexity to those in the actual exams, although they are not identical.
3. **Feedback:** After completing a practice exam, Candidates will receive automated feedback on their performance, including areas of strength and areas for improvement.

3.3 Technical Requirements

To successfully take an online or in-person exam, Candidates must meet certain technical requirements.

1. **Computer Specifications:** Candidates are required to use a computer that meets the minimum specifications for the exam platform, including:
 - Operating system: [Specify OS]
 - Processor: [Specify requirements]
 - RAM: [Specify requirements]
 - Storage: [Specify requirements]
2. **Internet Connection:** A stable internet connection is required for all exams. The responsibility for providing this connection depends on the exam format:
 - For **in-person exams**, BAIDATA will provide a reliable internet connection at the designated exam location.
 - For **online exams**, Candidates are responsible for ensuring they have a stable and high-speed internet connection. A wired connection is recommended to avoid disruptions during the exam.
3. **Webcam and Microphone** (for remote exams): Candidates must have a functional webcam and microphone for remote exams. These devices will be used to monitor the exam environment in real time.

3.4 Pre-Exam Testing

Candidates are encouraged to perform a system check prior to the exam date to ensure that their computer and internet connection are compatible with the exam platform.

1. **Performance Test:** A pre-exam system test can be performed through the exam platform to verify that all technical requirements are met. We strongly recommend completing this test at least 48 hours before the scheduled exam.
2. **Technical Support:** If you experience any issues during the pre-exam testing, technical support will be available to assist.

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4 EXAM ADMINISTRATION

4.1 Valid forms of identification

Candidates must present a valid, government-issued identification document at the start of the exam. Your identification must include:

1. English language characters/translation
2. your photograph and
3. your signature

If your government-issued identification does not display a photograph or a signature, a secondary form of identification may be used, which includes a photograph and/or signature (whichever is missing from the government-issued identification), and your name printed on the identification. **All identification must be current** (non-expired).

All forms of identification being presented at the testing center must match your name exactly as it appears on the scheduling notification. Your identification documents must be

in good condition, and cannot be bent, frayed, taped, cracked or otherwise damaged in any way. The identification documents must be the originals and cannot be photocopies. You will not be permitted to take the exam if the name on your identification documents does not exactly match the name on your scheduling notification, or if your identification is damaged.

No exceptions to this policy will be made.

Acceptable forms of identification include:

- Passport
- National ID card
- Driver's license
- Other government-issued identification documents as specified by BAIDATA

4.2 In-Person Exams

4.2.1 Arrival and Check-In

- Candidates must arrive at the exam location at least 30 minutes before the scheduled exam start time. Late arrivals may not be allowed to take the exam.
- Upon arrival, Candidates must present a valid, government-issued identification document that matches the information provided during registration.
- The proctor will verify the Candidate's identity and confirm their eligibility to take the exam.

4.2.2 Technical Requirements

- Candidates must bring a personal computer that meets the specified minimum requirements for the exam. A performance test should be conducted on the exam platform prior to the exam date to avoid technical issues.
- BAIDATA will provide a secure internet connection for all in-person exams.

4.2.3 Exam procedures

- Proctors will provide detailed instructions before the exam begins, including exam rules, time limits, and any special guidelines.

- Candidates must acknowledge and agree to the Non-Disclosure Agreement (NDA) on the platform before accessing the exam materials.
- The exam will start promptly at the scheduled time. The proctor may delay the start of the exam by up to 30 minutes if necessary.
- The exam duration will be specified in the DSPQP Exam Procedure Guidelines.
- Candidates must not minimize or switch to any other application or screen during the exam. Any attempt to do so will be considered cheating, and the exam will be immediately terminated.
- The proctor has full authority to terminate the exam if they detect any violation of the code of conduct or any attempt at cheating.

4.2.4 Candidate Conduct

- Only approved materials (such as the computer, power adapter, and mouse) are allowed in the exam area. No unauthorized materials (books, notes, mobile devices) are permitted.
- Personal items required for medical reasons (food, medication, electronic equipment) must be authorized in advance by BAIDATA.
- Candidates must remain silent and avoid communicating with others during the exam.
- If any issues arise during the exam, Candidates should raise their hand and wait for the proctor's assistance.

4.2.5 Exam Completion

- The exam will end automatically when the allotted time expires.
- If a Candidate completes the exam early, they may submit their answers but must remain seated and raise their hand for the proctor's permission to leave.

4.3 Online Exams

4.3.1 Arrival and Check-In

- Candidates must log in to the exam platform at least [time] before the scheduled start time.
- Identity verification will be completed by submitting a photo of both the Candidate and a valid, government-issued identification document.
- Candidates will also be required to submit a photo or video of their exam environment to ensure compliance with exam rules.

4.3.2 Technical Setup

- Candidates are responsible for ensuring their computer meets the required specifications, including a stable internet connection, functional webcam, and microphone.
- The webcam and microphone must remain active and unobstructed throughout the exam. Any interruption in audio or video may result in termination of the exam.

4.3.3 Exam procedures

- Proctors will monitor Candidates through the webcam and microphone, which may be recorded for validation purposes.
- Candidates must acknowledge and agree to the Non-Disclosure Agreement (NDA) before beginning the exam.
- If Candidates experience any technical difficulties or have questions during the exam, they can use the chat function to contact the proctor.
- The proctor has full authority to terminate the exam if they detect any violation of the code of conduct or any attempt at cheating.

4.3.4 Candidate Conduct

- The exam environment must be free of unauthorized materials (books, notes, mobile devices) and other individuals. Proctors will verify this before the exam begins.
- Communication with others during the exam is strictly prohibited.

- Any attempt to interfere with or disable the webcam or microphone during the exam may result in disqualification.

4.3.5 Exam Completion

- The exam will end automatically at the designated time.
- Candidates may submit their completed exams at any time during the allowed period.

5 EXAMS RESULTS AND CERTIFICATION

5.1 Exam Results

5.1.1 Results Notification

- Candidates will receive their official exam results within five (5) business days following the completion of the exam.
- Results will be sent via email, and an official score report will be made available for download on the BAIDATA platform.

5.1.2 Score Report

- The score report will provide a detailed breakdown of the Candidate's performance across various exam sections.
- The report will be based on the exam's grading criteria as outlined in the DSPQP Exam Procedure Guidelines.

5.1.3 No Appeals

- BAIDATA does not permit appeals to the exam results. All exam results are considered final, and no re-evaluation or retaking of the same exam will be allowed without a new registration.

5.1.4 Disqualification

- If a Candidate is found to have violated the exam's code of conduct or engaged in any form of cheating, their results will be invalidated, and the Candidate may be disqualified from future exams.
- BAIDATA reserves the right to revoke any certifications obtained through fraudulent means.

5.2 Certification

5.2.1 Issuance of Certification

- Upon successfully passing the exam, Candidates will be awarded a digital certificate issued by BAIDATA on behalf of IDSA (International Data Spaces Association).
- The certificate will include the Candidate's name, the exam name, the date of the exam, and the qualification obtained.
- A digital badge will also be made available for download on the BAIDATA platform to facilitate easy recognition of the certification.

5.2.2 Certification Format

- The certificate will be issued in PDF format and made available through the Candidate's account on the BAIDATA platform.
- Candidates can share their certificate via email or other digital platforms, and a unique verification link will be provided to ensure authenticity.

5.2.3 Validation and Verification

- Certification validation services are provided by IDSA, allowing third parties to verify the authenticity and validity of the Candidate's credentials.
- Candidate data, including exam results and certification details, may be shared with IDSA for validation purposes.

5.2.4 Certification Expiration

- DSPQP certifications are valid for a period of **two (2) years** from the date of issuance.
- Candidates will be required to recertify after the expiration date by passing a renewal exam or meeting the criteria outlined in the DSPQP Certification Renewal Policy.

6 DATA PRIVACY

Your personal data is collected, processed, and stored in accordance with the **DSPQP Privacy Policy**, which you agreed to upon registering for the program. The privacy policy outlines the general principles regarding data collection, usage, storage, and your rights under applicable data protection laws, including GDPR.

6.1 Additional Data Collection for Online Exams

For online exams, additional personal data will be collected to ensure the integrity and security of the exam process. This includes:

1. **Video Recordings:** Your webcam will record video of your face and surroundings during the exam session. This is to verify your identity and ensure no unauthorized individuals or materials are present.
2. **Audio Recordings:** Your microphone will record audio during the exam session to detect any prohibited communication or background noises that may indicate a breach of exam rules.
3. **Screen Recordings:** Your computer screen activity will be recorded to monitor for any unauthorized actions, such as attempting to minimize the exam screen or switching to another application, which would be considered cheating.

6.2 Data Storage and Retention

- The recordings (video, audio, and screen) will be stored securely and will be used solely for the purpose of maintaining exam integrity.

- This data will be retained for a maximum of **[specify time period, e.g., 30 days]** after the exam date, after which it will be securely deleted, unless further retention is required for the investigation of any suspected violations.

6.3 Data Access and Usage

- Proctors and authorized BAIDATA personnel will have access to the recordings during and after the exam session for review.
- In the event of a suspected violation of exam rules, these recordings may be reviewed to determine whether cheating or other misconduct occurred.

By participating in the DSPQP online exam, you consent to the collection, processing, and storage of this additional data for the purposes outlined above.

For more detailed information on how your personal data is processed, please refer to the full **DSPQP Privacy Policy** available on the BAIDATA platform.

7 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, natural disasters, epidemics, pandemics, government actions, and internet outages.

8 CHANGES AND AMENDMENTS

BAIDATA reserves the right to modify or amend this Candidate Agreement at any time. Any changes or amendments will be posted on the BAIDATA website or communicated to candidates through email.

By continuing to participate in the DSPQP, candidates agree to be bound by any modifications or amendments to this Candidate Agreement.

This concludes the Candidate Agreement. By registering for the DSPQP and taking exams, you agree to be bound by the terms and conditions outlined in this agreement.