



EVROPSKÁ UNIE
Evropské strukturální a investiční fondy
Operační program Výzkum, vývoj a vzdělávání

MSMT
MINISTERSTVO ŠKOLSTVÍ,
MLÁDEŽE A TĚLOVÝCHOVY



CONTRACT

between

Contracting authority:

The University of Ostrava

Dvořákova 7, 701 03 Ostrava, Czech Republic

Identification No.: 61988987

VAT Identification Number: CZ61988987

Number of bank account : 931761/0710

IBAN: CZ65 0710 0000 0000 0093 1761

SWIFT: CNBACZPP

represented by prof. MUDr. Jan Lata, CSc.,

hereafter referred to as "The Institution"

and

Supplier:

ASIIN e.V.

Mörsenbroicher Weg 200, Düsseldorf, postal code 40470, Germany

Identification No.: VR 8814

Bank account No.: 540 014 800

IBAN: DE04300700100540014800

BIC/swift: DEUTDEDDXXX

represented by: Dr. Iring Wasser

hereafter referred to as "The Supplier"

This contract is concluded on the basis of the tender for the public contract Certification of the internal Quality Assessment System of Ostrava University.

The subject of the contract is The Supplier's undertaking :

– assessment of the current status of the internal quality assessment of Ostrava University on the basis of the presented report on self-assessment, consultation of the system of the internal procurement and assessment of quality by the evaluation team, issue of an assessment report and issue of a certificate, if applicable.

The Supplier shall be obliged to provide services for the contracting authority from the effective date of the contract until 31 December 2022.

Contact person authorized on behalf of The Supplier: Dr. Iring Wasser

Contact person authorized on behalf of The Institution: Mgr. Monika Šumberová.



The Supplier is an active (full) member of ENQA and EQAR.

The total price for the subject of performance of this Contract is set forth on the basis of The Supplier's bid submitted in the tender for the public contract as the maximum and unexceedable price for the subject of the contract and shall amount to 36,700 €.

Certification/accreditation procedure 23,820 € plus local VAT and other taxes in the Czech Republic. The overall cost for transport, accommodation and subsistence of the audit team amount to estimated 12,880 €. This includes the costs for travelling of members of the review team within their respective home countries.

If the assessment of the programmes is carried out remotely instead (due to the ongoing Covid-19 pandemic), costs for transport, accommodation and subsistence will be saved. In that case, however, extra costs may incur for one day-meetings in presence and/or visitation of the infrastructure of The University of Ostrava by altogether three persons (two peers and one procedure manager), if this is considered necessary by the Accreditation Commission. In any case, these costs too will be substantially below the above-mentioned cost margin for transport, accommodation and subsistence of the entire audit team.

The Supplier declares that the total price for the subject of performance of this Contract contains all its necessary costs connected with the due and timely fulfilment of the obligations arising from this Contract.

The payments shall be made on the basis of tax documents (invoices) issued by The Supplier, which shall be payable within 30 days following the day of delivery of the tax document to The Institution. The same due date shall apply to other payments made (such as contractual penalties, default interests, compensation for damage, etc.). The following text shall be stated in every tax document (invoice): Paid from the project OP VVV, CZ.02.2.69/0.0/0.0/16_015/0002436, WE ARE "OSTRAVSKÁ" = THE MODERN, INSPIRATIONAL AND ATTRACTIVE PLACE FOR QUALITY STUDY.

The Supplier shall be obliged to send invoices electronically to the address financni.uctarna@osu.cz.

On the basis of the payment of the remuneration for the service provided, The Supplier shall provide fully paid and non-exclusive licence to The Institution for using the services outputs.

The parties agree that material outputs shall be used by The Institution and made available to third parties for the purposes of publication in the outputs database of the Ministry of Education, Youth and Sport of the Czech Republic for the projects of the Operational Program Research, Development and Education and the The Institution is authorized to use the outputs for the stated and related purposes.

The working language for the certification/accreditation procedure will be English.



The Supplier undertakes that during planning, preparation, organization, procurement and performance it shall act in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation (hereinafter the “GDPR”).

The Supplier shall take into account that throughout the term of planning, preparation, organization and procurement and throughout the entire period of the performance it shall be in the position of a processor vis-à-vis the contracting authority pursuant to Article 4, paragraph 8 of the GDPR.

The Supplier undertakes that it shall take all appropriate measures for the processing of any personal data for the contracting authority to ensure safe processing of such data in compliance with Article 32 of the GDPR.

The Supplier undertakes that if it engages another processor for the personal data processing for the contracting authority, it shall conclude a personal data processing contract with such processor, which contract shall have the particulars of the form pursuant to Article 28, paragraph 9 of the GDPR and all significant particulars of the contents pursuant to Article 28, paragraph 4 of the GDPR.

The Supplier undertakes that it shall not disclose any information that The Supplier learned in connection with the performance of the subject of the contract to any third parties without prior written consent and shall not use the same in conflict with the purpose of this contract, unless such information is publicly available or if the information disclosure is required by law or by a binding resolution of the authorized authority. The Supplier shall be responsible for breaching the confidentiality obligation by persons who will participate in the performance of this Contract as if The Supplier itself breached the obligation. The confidentiality obligation shall survive the performance of this contract.

The Supplier shall be obliged to provide services in compliance with generally binding legal regulations and technical standards.

The parties shall take into account the risk arising from the dissemination of Covid-19 and the possible related impact on the provision of services. The personnel of the parties shall fulfil all restrictions or conditions concerning the working procedures imposed by their relevant organizations and regulations of the countries involved.

The Supplier shall be obliged to allow that all entities authorized to perform inspection of the project from the funds of which the supply is paid to perform inspection of the documents connected with the performance of the contract for the period set forth by Czech legal regulations for archiving of such documents (Act No. 563/1991, Coll., the Accounting Act, and Act No. 235/2004, Coll., on Value Added Tax). Such documents shall be maintained in the manner set forth by the applicable legal regulations of the Czech Republic at least until 31 December 2033. The entities authorized to perform the inspection shall have the right of access to such parts of bids, agreements and related documents



that are subject to protection pursuant to special legal regulations (such as business secrets or concealed facts) on the assumption that the requirements imposed by legal regulations shall be fulfilled (imposed for example by Act No. 255/2012, Coll., on Inspection (Inspection Rules), as amended). The authorization to perform inspection pursuant to the preceding sentence shall also apply to The Supplier's potential subcontractors.

The Supplier is a person obliged to participate in the performance of financial inspection pursuant to the provisions of Section 2(e) of Act No. 320/2001, Coll., on Financial Inspection in Public Administration, as amended.

The Institution is an obligatory entity pursuant to Act No. 340/2015, Coll., on Agreements Register (hereinafter the "Act on Agreements Register"). The Supplier takes into account and expressly agrees that the contract including all its changes and amendments is subject to publication in the Agreements Register (public administration information system administered by the Ministry of the Interior of the Czech Republic). The Institution undertakes to publish this contract pursuant to the relevant Act on Agreements Register.

In compliance with the provisions of Section 219 of Act No. 134/2016, Coll., on Public Procurement, The Institution shall publish the contract at its contracting authority's profile, including all changes and amendments to the contract, and the amount of the price actually paid for the performance of this Contract.

The Institution shall publish the full wording of the contract, including potential amendments thereto, pursuant to the preceding paragraphs. Where the contract or amendments contain concealed information, business secrets pursuant to Section 504 of the Civil Code, personal/sensitive data, intellectual property rights or other information that cannot be disclosed when acting pursuant to the regulations stipulating free access to information (hereinafter the "Protected Information"), The Supplier shall be obliged to inform The Institution of such fact no later than on the day of execution of the contract or the amendment, to precisely identify such information and to qualify the legal reason for the protection of such information. Such parts of the contract or the amendment (Protected Information) shall not be published by The Institution, otherwise The Supplier shall be acquainted with the fact that the publication of the full wording of the contract or the amendment pursuant to the above-mentioned acts shall not be considered as breaching the business secret and that the contract or the amendment do not contain any other Protected Information and The Supplier expressly agrees with the publication of the contract.

The Institution shall publish the Certificate of the Internal Quality Assessment System of Ostrava University on The University of Ostrava website and in the publicly accessible database of the Ministry of Education, Youth and Sport.

This contract, including annexes and all matters connected herewith, shall be governed and construed in compliance with the applicable legal regulations of the Czech Republic. Any action arising from the contract or the services or in connection therewith shall be filed and any proceedings shall take place before the competent courts of the Czech Republic.



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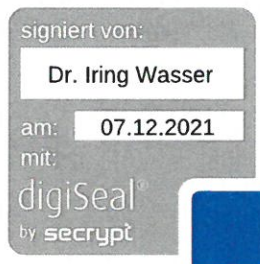


This contract shall take force on the date of execution hereof and effect on the date of publication of this contract in the Agreements Register. The contracting authority shall inform The Supplier of such fact.

In Düsseldorf, on

.....
Dr. Iring Wasser

signature of The Supplier's authorized person



In Ostrava, on

prof.
MUDr. Jan
Lata, CSc.

Digitálně podepsal
prof. MUDr. Jan
Lata, CSc.
Datum: 2021.12.14
12:19:58 +01'00'

.....
Prof. MUDr. Jan Lata, CSc., rector

signature of the contracting authorized person

Annex 1: ASIIN e.V. offer

Annex 2: ASIIN e.V. terms and conditions



ASIIN e.V. · Postfach 10 11 39 · 40002 Düsseldorf

University of Ostrava
Dvořákova 7, 701 03 Ostrava

Ing. Iva Fajkisová
Financial Manager
To be presented to the
Rector Prof. MUDr. Jan Lata, C.Sc.

Postfach 10 11 39
40002 Düsseldorf
Tel.: +49 211 900977-10
Fax: +49 211 900977-99
E-Mail: gf@asiin.de

Ihr Zeichen, Ihre Nachricht vom

Unser Zeichen
gf/ds/mg

Durchwahl, Name
-30, Daniel Seegers

Datum
05.11.2021

Certification of the internal quality assessment system of Ostrava University (OU) / Offer

Dear Rector Lata,

Dear Ms Fajkisová,

thank you very much for your interest in cooperating with ASIIN e.V. for the certification (Accreditation) of your Quality Management System (Institutional Certification/Accreditation with the ASIIN system seal)! We are pleased to submit the following offer for the implementation of an certification/accreditation procedure.

Peer Team, Audit Visit and Deciding Body

Our Accreditation Commission will supervise the procedure and is in charge of deciding about the award of the ASIIN system seal. The Quality Management System of OU shall be assessed by altogether five peers, including a student member. The peers will be accompanied by a project managers of the ASIIN office. We plan to carry out the on-site visit at OU within 3 days – plus additional days for travelling to and from Ostrava. If travel restrictions are maintained due to the Covid-19 pandemic, the auditing will be carried out remotely.

Please note: The self-assessment report to be delivered as basis for the procedure should imperatively retain the format and instructions specified in the template provided by ASIIN (s. Annex III)

The working language for the certification/accreditation procedure will be English. In order to facilitate the discussions, your institution must provide an external, professional interpreter for English if your participants are not able to communicate in English.

Concerning further modalities please refer to the ASIIN General Terms and Conditions (ASIIN GTC as of 12 September 2019; see Annex IV). In case of any conflict between the ASIIN GTC and the provisions of the Draft Agreement (Annex II), the latter shall prevail.

Costs of the procedure

1. Based on the stipulations above, the costs for the **certification/accreditation procedure** itself will amount to 23,820.00 EUR plus local VAT and other taxes in the Czech Republic.
2. **Additional costs** to be taken over by your institution include the effective costs for the flights Germany-Poland-Germany and transfers from Krakau to Ostrava as well as the accommodation and subsistence on site in the Czech Republic for the peers and for the project manager. These additional costs will occur for a total of six persons.

The overall cost for transport, accommodation and subsistence of the audit team amount to estimated 12,880.00 EUR. This includes the costs for travelling of members of the review team within their respective home countries.

Please note: If the assessment of the programmes is carried out remotely instead (due to the ongoing Covid-19 pandemic), costs for transport, accommodation and subsistence will be saved. In that case, however, extra costs *may* incur for one day-meetings in presence and/or visitation of the infrastructure of OU by altogether three persons (two peers and one procedure manager), if this is considered necessary by the Accreditation Commission. In any case, these costs too will be substantially below the above-mentioned cost margin for transport, accommodation and subsistence of the entire audit team.

1. ***Timeline and Activities*** Submission by OU of an **application for admission** by the end of December 2021. There is no template for this application. If available, the certification/accreditation of the quality management system by a third party or a previous evaluation report on the quality management system can be provided. Should no previous external review of the quality management system be available, the following documents should be provided for the application of admission to the procedure (if available):
 - Graphic chart of the internal quality management system (1 page)
 - Organisation chart of the university (1 page)

- Quality objectives of the university in general (1 page) as well as a brief description of recently closed , current and planned quality management projects (objectives of such projects, major issues that are addressed with such projects, duration planned for such projects) (1 page each)
- 2. Decision about initiation of the procedure (**admission**) by the ASIIN Accreditation Commission in January 2022
- 3. Web-conference-call of those representatives of your institution responsible for this procedure in house with your project managers from the ASIIN office to clarify any questions on the procedure and on the preparation of your self-assessment report in January / February 2022 (**Consultation**).
- 4. Submission of a **draft version of your self-assessment report** based on the ASIIN template and supporting documentation for the formal pre-assessment by the ASIIN office by March 2022 (**Assessment of the status** by ASIIN headquarter; **Consultation** with OU procedure manager)
- 5. Submission of the **final version of your self-assessment report** and supporting documentation by April 2022
- 6. On-site visit (Audit) at your institution in May 2022
- 7. Submission of assessment report of peer group to OU in June 2022
- 8. Statement of OU to assessment report in July 2022
- 9. Final Conclusion of Peers and submission of Report to Accreditation Commission in July / August 2022
- 10. If the circumstances permit, decision of the ASIIN Accreditation Commission at its meeting in September 2022 (alternatively in December 2022)

Please note that this time schedule takes into account the soonest possible dates. We will be happy to adjust it to later dates according to your needs. The effective timing of the on-site visit or remote audit by the peer group will be primarily based on the availability of the peers. For the detailed scheduling, please consult your ASIIN project manager who will be your main contact from the time of acceptance of this offer onwards.

I would be pleased if this offer meets your approval. To start the accreditation procedure, we require a written confirmation including acceptance of the stated costs by your institution. This offer will be effective until 04 February 2022.

If you require any further information, please do not hesitate to contact us.

Best regards

A handwritten signature in black ink, appearing to read 'I. Wasser', written in a cursive style.

Dr. I. Wasser

- Managing Director -

Annex

Annex 2

ASIIN e. V. terms and conditions

Scope

ASIIN e. V. carries out external quality assurance procedures in higher education institutions¹ for:

- ▲ degree programmes or
- ▲ quality management systems

ASIIN is entitled to confers the following quality seals:

- ▲ the ASIIN seal for degree programmes;
- ▲ the **EUR-ACE**® Label for engineering degree programmes (based on an ASIIN seal);
- ▲ the **Eurobachelor**® / **Euromaster**® Label for chemistry degree programmes (based on an ASIIN seal);
- ▲ the **Euro-Inf**® Label for informatics degree programmes (based on an ASIIN seal);
- ▲ or ASIIN seal for quality management systems or institutional accreditation

Each seal is awarded on the basis of a separate procedure. In order to avoid redundancies, the published results for a specific seal/certificate may be used for the assessment related to the award of a further/different seal/certificate.

ASIIN is also prepared to carry out quality assurance procedures which lead to recommendations for national accreditation bodies abroad as to whether or not a degree programme should be accredited. The final approval of degree programmes is then the sole responsibility of the respective ministries and/or state authorities, ASIIN itself does not confer a seal of its own under these circumstances, .

ASIIN, being a full member of the EQAR is registered in a number of countries; in some instances the ASIIN accreditation is taken by the national authorities as basis for a national accreditation.

The version of the criteria relevant for the applied for seal/certificate for the accreditation or certification of programmes or quality management systems (incl. system accreditation in Germany) which is valid at the time that the agreement is signed shall be the basis of the procedure. The respective criteria set is mentioned in

the offer for the implementation of an accreditation procedure.

By signing this contract, the applying body confirms that they have not yet filed a binding application at this point in time for accreditation of the degree programmes or the quality management system described in the offer with a different agency and/or that they have not yet received a negative notification. If the concept has been changed after a negative outcome, the differences to the original application shall be laid out by the applying body.

PART 1: General Rules

§ 1 Object of the agreement

The object of this agreement is the completion of an accreditation procedure² carried out by ASIIN e. V. and aimed at conferring the applied-for seal.

§ 2 Services of ASIIN e. V.

ASIIN e. V. shall perform the following services:

1. provide the criteria to be complied with for the accreditation procedure as required by ASIIN e. V.
2. a preliminary examination and discussion of the applying body's self-assessment(s) at the ASIIN e. V. offices or, alternatively, by e-mail or telephone/web-conference
3. a formal review of the self-assessment revised after the preliminary examination as detailed in §2.2 by the ASIIN e.V. office by e-mail, including the clearing for the initiation of the procedural steps listed in §2.4-2.10.
4. selection and appointment of the audit team
5. scheduling and implementation of one or more visits (audit) at the higher education institution of the applying body as described in the offer
6. compilation of one or more accreditation reports based on the information provided by the applying body and the results of the audit by the peers

¹The term „Higher Education Institution“ includes all providers intending to deliver educational offers at levels 6-8 of the European Qualifications Framework (EQF).

² „Accreditation“ here means the award of the seal/s applied for.

7. in the case of programme accreditations/certification: discussion and evaluation of the reports in the relevant Technical Committees
8. decision of the corresponding Accreditation Commission and, provided there is a positive vote, allocation of the applied-for seal
9. delivery of the accreditation decision, report(s) and, provided the decision is positive, certificate(s) of the applied-for seal or label to the applying body
10. publication of the accreditation report(s) concerning the accreditation procedure as set forth by the EQAR (European Quality Assurance Register for Higher Education).

The applying body shall be entitled to receive information from ASIIN about the status of its process(es) at all times.

§ 2a Data protection

1. The applicant must ensure that he or she has permission to share the personal data provided by him or her for the purposes of the peer review procedure.
2. Personal data provided to ASIIN e.V. in the course of the assessment procedure may only be used for the purposes of the assessment.
3. When passing on personal data provided by the applicant to the assessors, ASIIN e.V. ensures that the data is only used for the purposes of the assessment. The assessor agreement concluded with all assessors includes a corresponding confidentiality agreement.
4. ASIIN e.V. guarantees that the assessors have given their consent to the publication of their personal data (name, academic degree if applicable, institution/company) at the time the application is submitted to the Accreditation Council.
5. ASIIN e.V. ensures that the accreditation report does not contain any additional personal data.

§ 3 Receipt and entry into force of the decision

1. All decisions of the Accreditation Commission as set forth in § 3 shall enter into force upon receipt of a respective decision notification.

2. The decision notification shall be delivered to the applying body by registered post (no signature required), provided that such a delivery is possible in the respective country.
3. In order to calculate the deadline, ASIIN e. V. shall assume the decision notification to be delivered to the applying body within three days after its posting. If this is not the case, the applying body shall have to notify ASIIN e. V. thereof and provide evidence.

§ 4 Deadlines

1. The duration of the accreditation shall commence on the day the respective accreditation decision enters into force; the respective deadline shall be extended to the end of the last affected academic year. The end of the academic year is assumed to be 30 September.
2. In the case of a conditional accreditation, the applying body shall provide documentation detailing the compliance with the requirements. The deadline for submitting the documentation shall be communicated in the decision notification. The deadline for submitting such documentation is stipulated in the accreditation decision. As a general rule, the decision of the respective Accreditation Commission shall be made in the meeting subsequent to the submission of the documentation; in exceptional and justified cases, it shall be made in the meeting following the meeting subsequent to the submission of the documentation.

§ 5 Compensation

1. For its services, ASIIN e. V. shall receive compensation amounting to the sum(s) stated in the offer. Where applicable, this includes additional compensation for effective costs due to additional expenses as stated. If stated in the offer, additional costs to be covered by the applicant body include flights from Germany to the location of the applicant body and back as well as traveling, accommodation and subsistence within the country of the applicant body.

2. The compensation is a fixed amount plus VAT payable for the services listed in § 2, with the exception of the award of the EUR-ACE® Label, the Euro-Inf®-Label and/or the Eurobachelor®/Euromaster® Label, and includes all costs and expenses of ASIIN e. V., German turnover taxes where applicable and all other taxes, duties and insurances. In case of the award of the EUR-ACE® Label, the Euro-Inf®-Label and/or the Eurobachelor®/Euromaster® Label costs determined by the respective owner of the label incur. The amount of the costs can be found in the offer. If the proceedings require for additional dates to be set, the applying body may incur further costs amounting to the actual expenses generated. This also applies to subsequent requests to extend the accreditation as set forth in § 7 (Substantial Changes). ASIIN e. V. agrees to settle all taxes and other duties with the relevant authorities in due form.

3. The compensation shall be payable in two instalments; namely 80 % after the signing of the agreement and 20 % after the completion of the accreditation procedure once the final decision has been made by the Accreditation Commission. In case the procedure is subdivided into so-called clusters, the first instalment shall include 80 % of the amount mentioned in §6.1. After the respective final decision by the Accreditation Commission for each cluster separately, the respective remaining amount per cluster shall be due. The costs for the separate clusters can be found in the offer which shall be attached to this contract.

If the procedure is suspended as described in § 7, 10% of the total cost shall be due once the relevant Accreditation Commission has decided upon the suspension or deadline extension. The remaining 10% shall be due after the completion of the accreditation procedure once the final decision has been made by the relevant Accreditation Commission.

4. If the applying body withdraws the application for one or more seals or the application for an accreditation recommendation to a national body after the agreement has been signed but before

the decision notification of the Accreditation Commission has been delivered, the following costs shall occur:

a) 30% of the total amount if withdrawn before the first draft of the self-assessment has been submitted;

b) 50% of the total amount if withdrawn before the on-site audit;

c) 100% of the total amount if withdrawn after the on-site audit, plus a refund of all travel, subsistence and accommodation expenses for the auditors;

If the withdrawal only affects the application for one of several seals or labels and if a procedure for the remaining seals or labels continues as agreed, § 5.4 a-c shall not apply.

§ 6 Rights upon completion of the procedure

1. ASIIN e. V. reserves the right to withdraw any ASIIN seal or any seal of another institution conferred by ASIIN without further delay or to add a retroactive requirements to the allocation if

a) an accreditation criterion was not observed or only inappropriately applied,

b) an essential procedural rule was infringed or

c) in case of wilful misrepresentation.

Any such complaint may be communicated to ASIIN by the institution for which a seal has been conferred.

This right shall not apply if the same accreditation decision would have been made even though the error had been avoided. Any refunding claims of the applying body's resulting thereof shall be examined individually.

2. Upon termination of the accreditation duration, the higher education institution / the applicant shall no longer describe the previously accredited subject (degree programme / quality management system / institution) as accredited nor use the seal(s)/label(s) acquired during the accreditation procedure.

3. If a subject assessed in a procedure (degree programme / quality management system / institution) is not accredited, the higher education institution / the applicant shall not describe the degree programme as accredited nor use the seal(s)/label(s)

acquired during the accreditation procedure.

4. ASIIN e. V. shall be entitled to correct typing errors, miscalculations and any similar obvious mistakes in the accreditation confirmation at any time. ASIIN e. V. shall be entitled to request the submission of all documents which are to be corrected.

§ 7 Significant Changes

The higher education institution / the applicant shall communicate all significant changes to the concept or profile of the degree programme or quality management system to ASIIN e. V. If ASIIN e. V. learns about any significant change by different means, the higher education institution shall have no more than eight weeks to respond and clarify the issue. It shall be up to the Accreditation Commission to decide whether the alteration means a deterioration of quality and whether therefore a new accreditation is necessary. In this case, the accreditation shall be terminated unless a renewed accreditation is applied for. It shall be up to the Accreditation Commission to decide in each case whether the procedure can be shortened.

§ 8 Duration/Right of Withdrawal

1. The parties to the contract shall agree that the accreditation procedure begins with the confirmation of the assumption of costs. The accreditation procedure shall end with the notification of a decision on the application for accreditation sent to the applying body by the respective Accreditation Commission of ASIIN e. V. or with the withdrawal of the application by the applying body.
2. Before the decision of the respective Accreditation Commission the applying body has the right to withdraw his application at any time without giving any reason.
3. In case the formal review in accordance with §2.3 does not lead to a clearance for

the initiation of the subsequent services, ASIIN reserves the right to repeat this procedural step until clearance is achieved. The applying body shall bear all costs in relation to the procedural steps which are to be repeated.

§ 9 Liability

1. If due to a collaboration several higher education institutions jointly apply for accreditation, the applying bodies shall be jointly and severally responsible for complying with their incumbent obligations.
2. ASIIN shall not be held liable for any conclusions drawn from its accreditation reports by third parties. No liability whatsoever shall arise for damages which may incur out of or in connection with an accreditation report or a decision made by ASIIN concerning the allocation or refusal of a seal or label.

§ 10 Rights of use

If any services of ASIIN e. V. come under copyright, the applying body shall not be entitled to exclusive rights of use. The rights of use also contain the right to distribute orally and in writing, by electronic media (e.g. disk, CD-ROM or the internet) and the right to pass information on to third parties. ASIIN shall publish all accreditation reports on the internet as set forth by the EQAR (European Quality Assurance Register for Higher Education). The meaning of any such report may not be altered in any case.

§ 11 Trademark protection

ASIIN is a registered word and figurative trademark of ASIIN e. V., registered in the European Union with the number 004510038.

Using the trademark without the permission of the owner may entitle the owner to claim against the violator arising from trademark infringement and unfair competition. The trademark owner shall grant the higher education institution permission to use the accreditation seal for their external communications, provided that the respective Accreditation Commission has conferred the seal. The use of "ASIIN-accredited degree programme" or "ASIIN-accredited quality management system" shall only be permitted if the ASIIN seal has been conferred. The seal must not be changed in any way. The owner of the trademark shall be informed of the

planned use and presentation of all such references before their publication. All permission of use shall be void if it is discovered that the requirements for an accreditation / a certification were not met when the seal was conferred, if they are no longer complied with after the allocation or if the higher education institution or applicant makes unlawful use of the permission.

§ 12 Place of jurisdiction

The Czech Republic shall be the place of jurisdiction.

§ 13 Working Language

The working language for the accreditation procedure will be English or German, upon agreement between the applying body and ASIIN at the time of accepting the offer.

PART 2: Rules for the award of the ASIIN seal and European subject-specific seals

PART 2.1 Programme Accreditation

§ 13 Decisions of the Accreditation Commission for Degree Programmes

The Accreditation Commission for Degree Programmes shall be entitled to the following decisions concerning the application for accreditation³:

1. Unconditional accreditations for a total of five years, in the case of a first-time accreditation, and for seven years in all subsequent reaccreditations. The total duration of the accreditation may be shortened in the case of a conditional accreditation.
2. Conditional accreditation, initially for a limited amount of time. Compliance with the requirements in due time shall extend the accreditation to a total duration as described in § 13.1.
3. Rejection of the accreditation, if in the Accreditation Commission's view the requirements for the respective seal have not been met.

4. In a case as described in § 13.3, the decision of the Commission can be suspended for a maximum of 18 months and only once, provided that the applying body can be expected to remedy the shortcomings. The decision on whether to resume the procedure within that deadline shall be up to the higher education institution. Where applicable, the Accreditation Commission for Degree Programmes shall decide on procedural steps which are to be repeated based on the recommendations provided by the auditors and the relevant Technical Committee(s). If no application to resume the procedure is filed, the accreditation application shall be rejected after the deadline has expired.

In addition to the above, the Commission may make further recommendations to the relevant degree programmes and assess their implementation during the subsequent accreditation procedure.

As a general rule, the Accreditation Commission decides after the on-site audit, in their next-but-one meeting at the very latest. The procedural deadlines set forth by the ASIIN offices for the applying body shall be binding. If a deadline is missed, the applying body shall have to prove that they are not responsible for the non-compliance. The Accreditation Commissions shall be entitled to make a decision without any outstanding documents which the applying body may still have to hand in. If the applying body submits the requested documents after the deadline but still in time for the relevant Accreditation Commission for Degree Programmes meeting, those documents will generally not be considered for decision-making.

PART 2.2 Institutional Accreditation

§ 15 Decisions of the Accreditation Commission for Quality Management Systems

The Accreditation Commission for Quality Management Systems shall be entitled to the following decisions concerning the application for accreditation:

1. Accreditations for the full accreditation duration, i.e. six years, or eight years in the case of re-accreditation.

³ "Accreditation" refers to the allocation of the applied-for seal(s).

2. Conditional accreditation, initially for a limited amount of time. Compliance with the requirements in due time shall extend the accreditation to a total duration as described in § 14.1.
3. Rejection of the accreditation where essential quality requirements are not met.
4. In a case as described in § 4.2, the decision of the Commission can be suspended for 12 or a maximum of 24 months, provided that the applying body can be expected to remedy the shortcomings and agrees to the suspension in writing.

In addition to that, the Commission may make recommendations.

PART 2.3 Subsequent, additional award of the ASIIN seal/European subject-specific labels

The ASIIN seal and European subject-specific labels related to its award can be awarded on the basis of evaluation or accreditation procedures implemented by other institutions. The Accreditation Commission reserves the right to determine additional elements necessary to determine the fulfilment of the criteria. The applicant body is promptly informed about additional costs.

Düsseldorf, on

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Dr. Iring Wasser

- Managing Director of ASIIN e. V. –

The German version of this document is the basis for all proceedings and shall prevail at all times; the translation into English is supplied for convenience only.