



Education and examination regulations DataExpert B.V. 2022-2023

Version 1, date: 01-09-2022

DataExpert B.V.

PO Box 872

3900 AW Veenendaal

Phone: +31 (0)318-543173

E-mail: info@dataexpert.nl

Website: www.dataexpert.eu

Table of contents

Introduction	4
Definitions	Fout! Bladwijzer niet gedefinieerd.
Parties	5
Training types	6
Teaching formats	7
Didactical	7
Materials	7
Other	8
General	10
Article 1. Citation	10
Article 2. Establishment	10
Article 3. Entry into force, applicability and validity	10
Article 4. Disclosure and availability	10
Organisation	11
Article 5. General learning facilities	11
Article 6. Responsibilities	11
Article 7. Planning	12
Article 8. Attendance and absence	12
Article 9. Cancellation	13
Education	14
Article 10. Virtual training	14
Article 11. Admission to training	14
Examination	15
Article 12. Process review	15
Article 13. Exam assessment and determination of results	15
Article 14. Certification	15
Article 15. Retake options	15
Regulation for participants with learning or functional impairments	17
Article 16. Communication of learning or functional impairment	17
Article 17. Extra examination time	17
Article 18. Exam anxiety	17
Regulation on suspected fraud and plagiarism	18
Article 19. Fraud	18

Article 20. Plagiarism.....	18
Regulation on data retention	19
Article 21. Attendance lists and contact details	19
Article 22. Retention of examination and results.....	19
Complaint	20
Article 23. Complaint procedure	20
Article 24. Complaints appeal procedure	20
Handling personal data and copyrighted files.....	21
Article 25. Copyright	21
Article 26. Data breach procedure	21

Introduction

DataExpert B.V. offers training courses in various areas within the fields of Digital Forensics, Data Analytics, Cybercrime, OSINT and Crypto Investigations. These training courses are offered to both public and private clients, domestically and abroad. Due to the great diversity of offered training courses and customers, these education and examination regulations (EER) have been created to provide participants with information on the content and organisation of the education; examination and certification; procedures regarding personal data of participants; and the rights and obligations of participants and trainers. This serves to provide clarity about what a participant can expect when taking a training course at DataExpert B.V. and what is expected from DataExpert B.V. and from the participants. However, the basic principle remains that we from DataExpert B.V. are happy to work with the participants to find a suitable and personal solution if problems arise.

The objective is to revise the EER annually and, upon agreement of the entire DataExpert Academy, to have the new version take effect. If you have any comments or remarks following this document, please contact us at training@dataexpert.nl. We aim to take this into account in the review. This EER applies to all training courses offered by the Academy. The EER applies to all participants in training courses of DataExpert B.V., this does not include externally purchased training courses. Under the EER, the participant may submit a written, reasoned request. Trainers from the DataExpert Academy are expected to know the content of the EER. The EER can be accessed via www.dataexpert.eu.

Because of accreditation with CPION, legislation from the Dutch Higher Education and Scientific Research Act (WHW) applies. This is referred to where applicable. DataExpert B.V. is certified according to ISO 9001:2015 and ISO 27001:2017, these regulations are referred to where applicable. Due to registration with the CRKBO (Central Register for Short Professional Education), the training courses are exempt from VAT. Also, the STAP budget applies to courses registered with CPION for customers within the Netherlands.

Definitions

Below is an explanation of concepts that appear in these Education and Examination Regulations.

Parties

DataExpert B.V.

DataExpert B.V. is a company providing knowledge and technology in the fields of crime fighting and data security. Wherever these regulations refer to DataExpert B.V., this refers to the entire company as a private educational institute.

DataExpert Academy

This is the unit within DataExpert B.V. dedicated to planning, providing and developing of education. The Academy consists of the trainers, TODA and management.

TODA

TODA stands for *Team Opleidingen DataExpert Academy* (DataExpert Academy Training Team), this team is responsible for planning and coordinating all Academy training courses.

Privacy Officer

This is the person responsible within DataExpert B.V. for the security and privacy of (personal) data.

Participant

The participant is the individual taking the training.

Client

The client is a party that purchases services in the form of training from DataExpert B.V.

CPION

This is the *Centrum voor Post-Initieel Onderwijs Nederland* (Centre for Post-Initial Education in the Netherlands), a Dutch organisation for testing, certifying and registering post-initial education. The organisation assesses, authenticates and registers diplomas and certificates of programmes that are in line with scientific/higher education and/or intermediate vocational education.¹

SPEN

SPEN is a national service organisation that oversees the quality of short (as a rule, less than 100 contact hours) courses and training that can be taken as Lifelong Learning courses. SPEN does this by reviewing the extensive range of seminars, courses and short training programmes, in order to differentiate qualitatively. These are usually forms of training for professionals for whom agreements apply within the framework of (compulsory) Lifelong Learning. Programmes assessed by CPION on behalf of SPEN are awarded the SPEN Registered Training designation. This protected designation can only be granted by SPEN.²

¹ <https://www.c pion.nl/Page/Home>

² <https://www.c pion.nl/Page/Stichtingen>

Advisory committee

This is an independent advisory body consisting of people from the field who are independent from both the private training institute, DataExpert B.V., and CPIO. This committee advises on the design of the curriculum; on the courses; on examination; and on the evaluation report compiled by the institute at the end of the course.³

Training types

Training

This is a coherent series of modules in which a participant gains both knowledge and skills related to a specific topic. Some of the training courses conclude with an exam that tests the learning objectives of the training or with a certificate of participation.

Learning pathway

A learning pathway is also called a learning line. This is a continuous series of training courses within a specific topic. These courses can be taken either as stand-alone modules or as part of a learning pathway.

Standard training open enrolment

This is training offered without individual adjustments and without a specific client. There is open enrolment for this type of training, which means that participants can register for the courses on an individual basis and the training may be filled with participants from different organisations.

Standard in-company training

This is training offered without individual customisation for a specific client. There is no open enrolment for this type of training, participants are nominated by the client.

20% customised in-company training

This is a training offered with individual customisation for a specific client. This allows for up to 20% customisation, measured in the number of hours or parts of day. This customisation can take the form of casuistry provided by the client or a trainer provided by the client. There is no open enrolment for this type of training, participants are nominated by the client.

Fully customised in-company training

This is a training offered with individual customisation for a specific client. This customisation can take shape in various ways, which is agreed upon in consultation between the client and DataExpert B.V. There is no open enrolment for this type of training, participants are nominated by the client.

Registered training

These are courses listed in the training database and assessed for quality by review committees. A system of continuous quality monitoring and improvement is in place regarding registered trainings. Registered training is a protected designation that can only be awarded by the foundations of post-initial training courses covered by CPIO. Registered training courses are listed in the Dutch Training Database.³

³ Handleiding toetsing en registratie van opleidingen, CPIO 2018

Teaching formats

Blended training

A blended training consists of a combination of physical and digital teaching where the digital teaching makes up 20%-80% of the teaching. The physical teaching takes place with a trainer physically present and the digital teaching can consist of E-learning modules, with the possibility of asking questions to a trainer, and/or virtual classroom teaching, where a trainer is digitally present.

Classroom training

In classroom trainings, 100% of the training takes place physically with a trainer present.

Virtual classroom training

In virtual classroom trainings, 100% of the teaching takes place online. A trainer is digitally present for this.

E-learning

This is a digital teaching format where participants go through a module independently, alternating between theory and practice with exercises. Participants receive a login code that grants access to the E-learning platform for a certain period of time.

Didactical

Module

This is part of a training course within one subject and with specific own learning objectives.

Learning objectives

These are concrete targets that answer the question of what specific competences participants should have achieved at the end of a module or study component.

Curriculum

This is the content, design and structure of the educational programme of a training and/or learning pathway.

Examination

The examination is a final assignment or exam in which the participant is individually tested for their knowledge and skills acquired during the training and thus the achievement of the learning objectives linked to the training.

Teaching formats

These are methods used during training to help participants learn. This may, for example, take the form of a group assignment, a practical, a presentation, or a classroom lesson.

Materials

Intake form

This is a form sent to participants prior to the training. This form serves to assess the pre-existing knowledge and expectations of the participant.

Assessment form

This is a form that is made available to participants after the training to evaluate their experience of the training with the aim of improving the quality of our training courses.

Certificate of participation

This certificate is a proof of participation that a participant receives after completion of a training course when there was no final exam that a participant can pass or fail.

Diploma

This diploma is a certificate of successful completion of a training course that a participant can obtain after passing the exam.

Other

Fraud

Fraud is deliberate deception to obtain undue advantage. This may occur, for example, when a participant declares that they suffer from a functional impairment which entitles them to additional facilities, while they are aware that they do not suffer from a functional impairment.

Plagiarism

Plagiarism is the copying, both orally and in writing, of another person's work and passing it off as one's own.

Force majeure

In these regulations, force majeure refers to a situation beyond a participant's control that unexpectedly prevents them from participating in all or part of the training or examination.

Functional impairment

A functional impairment in these regulations entails that a participant is limited in their functioning because of an illness, condition, limitation or handicap. This may be on a cognitive, psychological or physical level and affects functioning while attending the training and/or taking the exam.

Learning disability

A learning disability in these regulations means that a participant is limited in their learning process because of an illness, condition, limitation or handicap. This may be in terms of cognitive or psychological functioning and affects the learning process while attending the training and/or taking the exam.

Graduates Register

This is a register that lists participants who have attended a Registered Training course and obtained a certificate. This register is maintained by CPION and is accessible to HR managers who want to verify an applicant's certificates and former participants who want to request copies of lost certificates. CPION is specially notified for this purpose in accordance with the Dutch General Data Protection Regulation.³

PE Register

This is a register that lists all affiliated members undergoing training and/or study activities as part of mandatory lifelong learning. This register is maintained by CPION and is accessible to HR managers

who want to verify an applicant's certificates, professional associations wishing to keep Lifelong Learning points of their members up to date, and former participants who want to request copies of lost certificates. CPION is specially notified for this purpose in accordance with the Dutch General Data Protection Regulation.³

General

Article 1. Citation

- 1.1 The Education and Examination Regulations 2022-2023 of DataExpert B.V. may be cited under the title DE EER22.

Article 2. Establishment

- 2.1 The DE EER22 was written by two trainers from the Academy⁴, who volunteered to take responsibility for its establishment.
- 2.3 The DE EER22 has first been reviewed by all members of the Academy and the Privacy Officer before publication to apply possible omissions, commissions, and alterations.
- 2.3 The EER is fully revised once a year.

Article 3. Entry into force, applicability and validity

- 3.1 The DE EER22 will come into force simultaneously with its publication on 01-09-2022.
- 3.2 The DE EER22 is valid until the entry into force of the DE EER23.
- 3.3 The DE EER22 applies to all participants in training courses and learning pathways developed and offered by the DataExpert Academy. Product training provided by external suppliers is not covered by this EER.

Article 4. Disclosure and availability

- 4.1 The DE EER22 has been made publicly available on the website of www.dataexpert.eu.
- 4.2 The DE EER22 has also been made available in English via the websites www.dataexpert.eu.
- 4.3 The DE EER22 is a copyrighted property of DataExpert B.V. in accordance with the Dutch Copyright Act. No part of this document may be reproduced without the prior written consent of DataExpert B.V.

⁴ This year, these were Michelle Rasch and Henri Beek

Organisation

Article 5. General learning facilities

- 5.1 DataExpert B.V. supports the participants' learning process with physical and digital facilities, corresponding to the requirements of the relevant training course.
- 5.2 For physical trainings, DataExpert B.V. provides the participant with both the necessary hardware and software. A physical training manual (if required for the training), access to the digital learning environment and a workplace will also be provided (if applicable).
- 5.3 In a blended training course, both hardware and software are provided to the participant from DataExpert B.V. A physical training manual (if required for the training), access to the digital learning environment and a workplace for the physical part of the training will also be provided (if applicable).
- 5.4 In virtual classroom trainings, DataExpert B.V. will only provide the hardware including software if this is required for the training and participants' own resources do not meet the requirements for following the training. A physical training manual will also be provided if required for the training and, if applicable, access to the digital learning environment will also be provided.
- 5.5 When participants use resources during the training that are the property of DataExpert B.V., they are expected to handle these with care and report damage immediately.
- 5.6 The starting position from the Academy for the maximum ratio of participants to trainers in training sessions is twelve participants per one trainer. This is applied to ensure an optimal learning environment with sufficient personal attention for the participant.
- 5.7 During training sessions at the office of DataExpert B.V., Vendelier 65 in Veenendaal, lunch will be provided by DataExpert B.V., unless otherwise agreed upon. This will be communicated by e-mail to participants no later than seven business days before commencement. A variety of meat and fish products, as well as vegetarian and vegan options are available at lunch. Other dietary wishes and allergies can be indicated in writing or by phone up to three business days in advance to the secretariat. DataExpert B.V. will then assess whether we are able to meet these requirements and this is communicated to the participant. Coffee, tea, soft drinks and water are available to participants free of charge at all times during the training when the training is offered at the DataExpert B.V. office.
- 5.8 When participating in a training course at the office of DataExpert B.V., Vendelier 65 in Veenendaal, participants will be loaned an access key that provides access to the necessary rooms in the building. The secretariat keeps track of which access key is loaned to which participant. If a participant does not hand in the access key after the training, this key will be blocked and the respective participant will be contacted with a request to send the key to DataExpert B.V. The attendance list will be kept at the secretariat until all access keys are returned, after which it will be destroyed.

Article 6. Responsibilities

- 6.1 The DataExpert Academy is responsible for delivering the training as agreed upon. In-company training involves shared responsibility with the client.

- 6.2 The DataExpert Academy is responsible for the content and quality of the training and the materials.
- 6.3 During the training, the participant is responsible for taking advantage of the opportunities and help provided and for active participation.

Article 7. Planning

- 7.1 TODA is responsible for communicating the dates, times and location of the training. This is done no later than seven business days before the start of the training. This also includes the communication that participants must report to the reception desk on the first day of the training and they must be able to identify themselves with a valid ID for this.
- 7.2 No later than ten business days prior to the training, participants (or, in case of in-company training, the client) will be contacted with the link to an intake form. Participants should complete this form no later than five business days before the first day of training. It is the responsibility of the participants to complete this intake form in a timely and correct manner.
- 7.3 In the case of an in-company training, the client is responsible for providing an attendance list no later than four weeks before the start of the training, in connection with certification, administration and safety.
- 7.4 An evaluation form will be shared with each participant at the end of the training. The online platform SurveyMonkey is used to collect these evaluations anonymously, these are only available to TODA. Once collected, the evaluations are offered in the form of a PDF file and shared with the relevant trainer and the relevant manager or contact person of the client. The evaluations are then stored by business unit as archive folders in SurveyMonkey. They are stored there for three years. The outcomes of these evaluation forms serve to improve the quality of the training courses through content changes and further strengthening the competences of the trainers.
- 7.5 In principle, training sessions take place in Dutch, unless explicitly discussed otherwise.

Article 8. Attendance and absence

- 8.1 The attendance list will be compiled by TODA five business days before the start of the training and shared with the trainer and the secretariat. For training sessions at the DataExpert B.V. head office, the secretariat prints these out and checks the identity of the participant prior to the training. Based on the attendance list, attendance is monitored daily by the responsible trainer. This is done either digitally or on physical paper.
- 8.2 In the case of participants who are unwilling or unable to provide their names, an anonymised attendance list will be drawn up.
- 8.3 DataExpert B.V. reserves the right to refuse access to participants who cannot identify themselves with a valid identification document until they can identify themselves.

Article 9. Cancellation

9.1 In case of absence without prior communication or cancellation less than 24 hours before the start of the training, 100% of the participation fee will be charged.

In case of cancellation less than one week before the start of the training, 75% of the participation fee will be charged.

In case of cancellation less than two weeks before the start of the training, 50% of the participation fee will be charged.

In case of cancellation less than four weeks before the start of the training, 25% of the participation fee will be charged.

In case of cancellation four weeks or longer before the start of the training, no participation fee will be charged.

9.2 For Tender IV customers and framework contracts, the cancellation conditions are laid down separately in these contracts.

9.3 In case of absence with prior communication at least one day before the start of the training, an alternative date will be proposed for attending the training. It is the participant's responsibility to agree to this in time or, if necessary, request alternative dates.

9.4 In case of insufficient interest, illness of the trainer or other calamities, DataExpert B.V. reserves the right, up to two weeks before the start of the training, to cancel or move the training to another date. In case of calamities or illness of the trainer less than two weeks before the start of training, the Academy will initially try to find a replacement trainer. Should this prove impossible, the training will be rescheduled to another date.

Education

Article 10. Virtual training

- 10.1 Generally, training takes place physically or online, unless there are reasons to provide blended training.
- 10.2 (Partially) virtual training is generally provided through MS Teams or in Webex. At the client's request, another digital platform may be decided upon by mutual agreement. A link will be sent from the Academy to participants to participate in this training in a timely manner.
- 10.3 In the case of a (partially) virtual training, the participants themselves bear responsibility for having a stable internet connection during the training.
- 10.4 In a (partially) virtual training course, the participant is expected to actively participate, which means at a minimum that the webcam is turned on and that the participant is visible during the training.
- 10.5 In trainings that do not take place at the office of DataExpert B.V., Vendelier 65 in Veenendaal, it is the responsibility of the participant to take the training somewhere where others who are not part of the training cannot listen in. If the trainer suspects that this is not the case, they reserve the right to remove the participant from the training.

Article 11. Admission to training

- 11.1 Participants are expected to be able to attend the entire training course. If participants know prior to the training that they will miss more than 20% of the training, they will be asked to participate at an alternative time. If a participant has missed more than 20% of a training course, the Academy reserves the right to refuse them participation in the examination.
- 11.2 In training courses where prior knowledge of a subject is required for admission, this will be communicated with the client before registrations open. In the case of trainings with open enrolment, the required prior knowledge is specified on the platform where participants can sign up. The Academy reserves the right to ask participants to demonstrate that they have the necessary prior knowledge or test for prior knowledge required for participation. If the Academy deems that the required prior knowledge has not been met, the Academy reserves the right to refuse participants from participation.
- 11.3 The Academy reserves the right to refuse individuals from participating in training sessions as long as they cannot identify themselves or make it clear which organisation they are affiliated with.
- 11.4 The Academy reserves the right to refuse persons from participating if the Academy deems that person unsuitable to follow the training.

Examination

Article 12. Process review

- 12.1 Trainers are considered equal to examiners. Trainers authorised to provide training are authorised to take and review the associated examination in the role of examiner.
- 12.2 Participants are expected not to disturb or distract other participants during the examination. Trainers reserve the right to remove a participant from the examination if, in the trainer's view, the participant interferes with the other participants in their examination.
- 12.3 Participants must not make contact with persons other than the trainer during the examination. Trainers reserve the right to invalidate an exam result on grounds of plagiarism or fraud if a participant makes contact with others during the examination.
- 12.4 Participants may keep self-made notes during the examination. This concerns notes taken during the training only.
- 12.5 Participants may keep the provided training materials during the examination. This may include a handbook, a handout, E-learning or a cheat sheet.
- 12.6 For other aids during examination, a participant needs explicit permission from the responsible trainer.
- 12.7 In principle, exams are taken during the training. It may sometimes be preferable to send the examination to the participants by e-mail after the training. If the examination is sent by e-mail, the same points as named under 12.2 to 12.6 apply. This exam must be returned within five business days. Submissions after the specified deadline will be declared invalid and lead to a retake.

Article 13. Exam assessment and determination of results

- 13.1 Pass and fail criteria are established prior to the examination and elaborated in an answer model with scoring.
- 13.2 The result will be communicated to the participant within four weeks of the examination.

Article 14. Certification

- 14.1 In case of an examination where there is no possibility of passing or failing, the participant will receive a certificate of participation after attending the training and completing the examination.
- 14.2 In case of an examination where there is a possibility of passing or failing, the participant will receive a certificate after successful completion of the examination once the exam results have been processed.

Article 15. Retake options

- 15.1 Each participant is entitled to one free retake beyond the first examination moment. A fee of EUR 35.00 per person will be charged for a subsequent retake.

15.2 In case of force majeure during the first examination moment, a participant is entitled to two free retakes.

15.3 In case of training where no hardware and/or software of DataExpert B.V. is required, the exam can be sent to the participant for the retake.

15.4 A retake must take place within three months of the last day of training. The responsibility of scheduling this lies with the participant.

Regulation for participants with learning or functional impairments

Article 16. Communication of learning or functional impairment

- 16.1 The intake form states that participants who wish to report a learning disability can do so via training[a]dataexpert.nl. This e-mail address puts participants in touch with TODA. This department is responsible for communication to the relevant trainers.
- 16.2 When trainers are made aware of a learning disability or functional impairment of a participant, they will take the initiative to approach the relevant participant about this and make appropriate arrangements.
- 16.3 If adjustments are required from DataExpert B.V. to accommodate participants with a disability, participants are expected to report these adjustments to TODA before the start of the training. This may involve needs to provide accessibility.

Article 17. Extra examination time

- 17.1 In the event that a participant is entitled to extra time in the examination, it is up to the participant to communicate this with the responsible trainer on the first day of the training.
- 17.2 In the event that a participant is entitled to extra time in the examination, this amounts to 25% of the examination time added to the standard examination time.
- 17.3 Extra time during examination is decided in consultation with the responsible trainer and can be offered to participants with dyslexia, dyscalculia, exam anxiety, ad(h)d or other learning disabilities or functional limitations that lead to reduced concentration or work pace.

Article 18. Exam anxiety

- 18.1 Participants who suffer from exam anxiety are requested to inform the responsible trainer on the first day of training. This trainer engages in a conversation with this participant to seek appropriate action.
- 18.2 Possible measures that can be taken include offering extra time for the examination or sitting in a self-chosen place in the classroom during the exam.

Regulation on suspected fraud and plagiarism

Article 19. Fraud

- 19.1 In case of suspected fraud, this will be communicated to the participant(s) concerned within four weeks of the examination and the exam will be invalidated.
- 19.2 A suspicion of fraud is substantiated on the basis of observations made during the examination or information relating to the examination that was brought to the Academy's attention after the examination.

Article 20. Plagiarism

- 20.1 In case of suspected plagiarism, this will be communicated to the participant(s) concerned within four weeks of the examination and the exam will be invalidated.
- 20.2 A suspicion of plagiarism is substantiated on the basis of observations made during the examination, information relating to the examination that was brought to the Academy's attention after the examination, or similarities in the work of a participant and that of another (former) participant or public source.

Regulation on data retention

Article 21. Attendance lists and contact details

- 21.1 The attendance list is automatically processed by TODA in the administration system. TODA has access to this administration. The secretariat and support can only view the schedule.
- 21.2 Attendance data is exported to an archive folder in the administration system after two years and permanently deleted after five years. In the archive folder, the data remains accessible to TODA.
- 21.3 In the case of participants who are unwilling or unable to provide their names, an anonymised attendance list will be drawn up.

Article 22. Retention of examination and results

- 22.1 Examination for training courses for which participants receive a certificate of participation is taken by the responsible trainer and is destroyed before the end of the working week.
- 22.2 Examination for training courses for which participants can pass or fail will be retained until the period during which complaints can be submitted has expired. The result is then stored in a separate folder within the DataExpert network.

Complaint

Article 23. Complaint procedure

- 23.1 In the event of complaints, participants or clients may submit a complaint in writing by completing the contact form on the website at <https://www.dataexpert.eu/complaint-procedure/> or by sending a letter to:
- DataExpert B.V.
attn. Management
PO Box 872
3900 AW Veenendaal
- 23.2 Receipt of the complaint will be confirmed by e-mail within two business days.
- 23.3 The handling of the complaint falls under the responsibility of the management of DataExpert B.V.
- 23.4 You can expect a written response within two weeks.
- 23.5 If a complaint has not been solved to your full satisfaction, DataExpert B.V. will provide a suitable solution within a period of four weeks from the submission of the complaint. The complainant will receive a written confirmation of this.
- 23.6 All complaints will be treated confidentially at all times.
- 23.7 Complaints against exam results can be filed up to four weeks after communication of the exam result.

Article 24. Complaints appeal procedure

- 24.1 Should you be dissatisfied with the handling of your complaint by the management of DataExpert B.V., you may appeal this with Olenz Notarissen. You can do this by sending a letter to:
- Olenz Notarissen
attn. mw. Mr. I. M. Cox
Vendelier 2, 3905 PA Veenendaal
- PO Box 75, 3900 AB Veenendaal
- 24.2 Receipt of the appeal will be confirmed by e-mail within two business days.
- 24.3 Olenz Notarissen issues a binding opinion on this.
- 24.4 The handling of the complaint falls under the responsibility of DataExpert B.V. and any consequences for DataExpert B.V. will be dealt with within two weeks of the opinion being issued.
- 24.5 All complaints will be treated confidentially at all times.

Handling personal data and copyrighted files

Article 25. Copyright

- 25.1 It is not allowed to take photos and video recordings of the slides used during training sessions.
- 25.2 Upon completion of the training, the participant will receive (an extraction of) the training material in the form of a (digital) reference book. The Copyright Act applies to the training materials. This material must not be distributed. The material is intended only for participants in our training courses. Copyright and ownership are and will remain with the DataExpert Academy. No part of these teaching resources may be reproduced (within the meaning of Art. 13 of the Copyright Act) and/or disclosed (within the meaning of Art. 12 of the Copyright Act) without the express written consent of DataExpert B.V.
- 25.3 Training materials are made available only to (former) training participants.
- 25.4 If training material is reproduced and/or disclosed without the express written consent of DataExpert B.V., DataExpert B.V. retains the right, in accordance with Art. 27 of the Copyright Act, to issue a legal claim for damages against the person who has infringed the copyright. In addition, DataExpert B.V. retains the right, in accordance with Art. 27a of the Copyright Act, to issue a legal claim to obtain compensation for profits enjoyed as a result of copyright infringement.

Article 26. Data breach procedure

- 26.1 In case a data breach occurs, this should be reported to the Privacy Officer.
- 26.2 The Privacy Officer bears responsibility for determining the necessary follow-up steps. If it is found that the data breach involves customer data, the relevant individuals and the Dutch Data Protection Authority will be contacted.