



# Teaching and Examination Regulations of DataExpert B.V. 2024-2025

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## Introduction

DataExpert B.V. offers training in various areas within the fields of Digital Forensics, Data Analytics, Cyber Crime, OSINT and Crypto currency investigations. These training courses are offered to both public and private clients in the Netherlands and abroad. Due to the great diversity of training courses offered and the diversity of clients, these Teaching and Examination Regulations (TER) have been created to provide participants with information on the content and organisation of the education; the assessments and related certification; the procedures regarding the personal data of participants and the rights and obligations of participants and trainers. In this way, clarity can be provided on what a participant can expect when taking a training course at DataExpert B.V. and what DataExpert B.V. expects from participants. The basic principle remains, however, that we at DataExpert B.V. are happy to work with the participants to find a suitable and personal solution if problems arise.

The objective is to review the TER annually in the autumn and, after approval from the DataExpert Academy, to have the new version take effect. If you have any comments or remarks in response to this document, please contact us at [training@dataexpert.nl](mailto:training@dataexpert.nl). We will aim to take these into account in the revision. This TER applies to all training courses offered by the DataExpert Academy. The TER applies to all participants in training courses at DataExpert B.V., product training courses provided by external suppliers are not covered by this TER. Under the TER, the participant may submit a written, reasoned request. Trainers from the DataExpert Academy are expected to know the contents of the TER. Prior to training sessions, participants are made aware of the TER. The TER can be accessed via <http://www.dataexpert.eu>.

Because of accreditation with CPION, legislation from the Higher Education and Research Act (WHW) applies. Reference is made to this legislation where applicable. DataExpert B.V. is certified in accordance with ISO 9001:2015 and ISO 27001:2017, reference is made to these regulations where applicable. Due to registration with the CRKBO (Central Register for Short Professional Education), the training courses are exempt from VAT.

## Definitions

A number of terms that appear in these Teaching and Examination Regulations are defined below.

### The parties

#### **DataExpert B.V.**

DataExpert B.V. is a company that provides knowledge and technology in the fields of crime fighting and data security. When reference is made in these regulations to DataExpert B.V., the entire company is meant as a private training institute.

#### **DataExpert Academy**

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

#### **TODA**

TODA stands for the Team Opleidingen DataExpert Academy, this team is responsible for planning and coordinating all DataExpert Academy training courses.

#### **Privacy Officer**

This is the person responsible at 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 Centre for Post-Initial Education in the Netherlands, a Dutch organisation for assessing, certifying and registering post-initial educational courses. The organisation assesses, authenticates and registers diplomas and certificates of programmes that tie in with scientific/higher education and/or senior secondary vocational education.<sup>1</sup>

#### **SPEN**

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

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<sup>1</sup> <https://www.c pion.nl/Page/Home>

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

## **Advisory Committee**

This is an independent advisory body consisting of individuals from the field who are independent with respect to the private training institute, DataExpert B.V., and CION. This committee advises on the design of part of the curriculum; on the courses; on the examinations and on the evaluation report compiled by the institute at the end of the course.<sup>3</sup>

## **Training types**

### **Training course**

This is a coherent series of modules in which a participant gains both knowledge and skills related to a specific topic. A training course concludes with an examination that assesses the learning objectives of the course or with a certificate of participation.

### **Learning pathway**

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

### **Standard open enrolment training modules**

This is a training module offered without individual modifications and for no specific client. There is open enrolment for this type of training, which means that participants can register for the training modules on an individual basis and the module may be filled with participants from different organisations.

### **Standard in-company training modules**

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

### **In-company training 20% customised**

This is a training module offered with individual modifications and for a specific client. This allows for up to 20% customisation, measured in the number of hours or half days. This customisation can take the form of case histories 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.

### **In-company training fully customised**

This is a training module offered with individual modifications and for a specific client. This customisation can take shape in various ways; agreement on this is reached between the client and DataExpert B.V. There is no open enrolment for this type of training, participants are nominated by the client.

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<sup>3</sup> <https://www.c pion.nl/Page/Toetsen>

## **Registered programme**

These are programmes listed in the database of training programmes and assessed for quality by review committees. With regard to registered programmes, a system of continuous quality monitoring and improvement is in place. 'Registered programme' is a protected designation that can only be awarded by the foundations of post-initial training covered by CPIO. Registered programmes are listed in the Dutch Training Database.<sup>4</sup>

## **Teaching formats**

### **Blended training**

Blended training consists of a combination of in person and digital teaching with the digital teaching making up 20%-80% of the teaching. In person teaching takes place with a trainer physically present and digital teaching can consist of E-learning modules, with the possibility of asking a trainer questions, and/or virtual classroom teaching, where a trainer is digitally present.

### **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 for a certain period of time to the E-learning platform with the course material.

### **Classroom training**

In classroom training, 100% of the training takes place in person with a trainer present.

### **Virtual classroom training**

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

## **Didactic**

### **Module**

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

### **Learning objectives**

These are concrete goals that answer the question of what specific competences participants should have achieved at the end of a module or unit of study. These competences can be described in terms of knowing, understanding, applying, analysing or evaluating.<sup>5</sup>

### **Curriculum**

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

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<sup>4</sup> Manual on the assessment and registration of training programmes, CPIO 2018

<sup>5</sup> <https://wij-leren.nl/taxonomie-van-bloom.php>

## **Assessment**

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

## **Work forms**

These are didactic methods used during training to help participants learn. This could, for example, take the form of a group assignment, a practical session, a presentation, or a classroom lesson. These work forms tie in with the learning objectives.

## **Materials**

### **Intake form**

This is a form sent to participants prior to the training, from the course administration software programme Coachview, or made available online in the E-learning platform Moodle. This form serves to assess pre-existing knowledge and expectations of the participant.

### **Evaluation form**

This is a questionnaire made available to participants in the E-learning platform Moodle after the training, or sent from the course administration programme Coachview, to evaluate their experience of the training with the aim of quality assurance and improvement of our training courses.

### **Certificate of participation**

This certificate is a proof of participation that a participant receives after completing a training course.

### **Diploma**

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

## **Other**

### **Fraud**

Fraud is deliberate deception to gain undue advantage. This can take place, for example, if a participant declares that he or she suffers from a functional impairment which entitles him or her to additional facilities, while he or she is aware that he or she does not suffer from a functional impairment.

### **Plagiarism**

Plagiarism is the copying, either orally or 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 the control of a participant that unexpectedly prevents him or her from participating in all or part of the training or assessment.



**Functional impairment**

A functional impairment in these regulations means that a participant is impaired in functioning because of an illness, condition, impairment or disability. This may be at the cognitive, psychological or physical level and affects functioning while attending the training and/or taking the assessment.

**Learning disability**

A learning disability in these regulations means that a participant is impaired in the learning process because of an illness, condition, impairment or disability. This may be at the cognitive or psychological level and affects the learning process while attending the training and/or taking the assessment.

**Past Participants Register**

This is a register that lists participants who have attended a Registered Programme and obtained a certificate. This register is maintained by CPION and is accessible to HR managers who want to verify a job applicant's certificates and to former participants who want to request copies of lost certificates. CPION is specially notified for this purpose in accordance with the General Data Protection Regulation.<sup>4</sup>

**Continuing Education Register [*PE Register*]**

This is a register listing all affiliated members undergoing training and/or study compensatory activities as part of mandatory continuing education. This register is maintained by CPION and can be accessed by HR managers wishing to verify an applicant's certificates, professional associations wishing to track Continuing Education points of their members and former participants wishing to request copies of lost certificates. CPION is specially notified for this purpose in accordance with the General Data Protection Regulation.<sup>4</sup>

## General

### Clause 1. Abbreviation

- 1.1 The Teaching and Examination Regulations 2024-2025 of DataExpert B.V. can be referred to as the DE TER2425.

### Clause 2. Establishment

- 2.1 The DE TER2425 was written by a trainer from the DataExpert Academy<sup>6</sup>, she voluntarily took responsibility for the establishment of the DE TER2425.
- 2.2 Prior to publication, the DE TER2425 was first reviewed for approval by all members of the DataExpert Academy, the management of DataExpert B.V. and the Privacy Officer to make possible alterations.
- 2.3 The TER is fully reviewed once a year.

### Clause 3. Entry into force, applicability and validity

- 3.1 The DE TER2425 shall come into force simultaneously with its publication on 01/12/2024.
- 3.2 The DE TER2425 is valid until the entry into force of the DE TER2526.
- 3.3 The DE TER2425 applies to all participants in training courses and learning trajectories developed and offered by the DataExpert Academy. Product training provided by external suppliers is not covered by this TER.

### Clause 4. Disclosure and availability

- 4.1 The DE TER2425 has been made publicly available on the website of [www.dataexpert.eu](http://www.dataexpert.eu)
- 4.2 The DE TER2425 has also been made available in Dutch via the websites [www.dataexpert.nl](http://www.dataexpert.nl) and [www.dataexpert.eu](http://www.dataexpert.eu).
- 4.3 The DE TER2425 is copyright protected property of DataExpert B.V. in accordance with the Copyright Act. No part of this document may be reproduced without the prior written consent of DataExpert B.V.

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<sup>6</sup> Michelle Rasch.

## Organisation

### Clause 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 in person training, DataExpert B.V. provides the participant with both the necessary hardware and software. A printed training manual, access to the digital learning environment and a workshop (if applicable) will also be provided.
- 5.3 In blended training, both hardware and software are provided to the participant by DataExpert B.V. Also provided (if applicable) is a printed training manual, access to the digital learning environment and a workshop for the physical part of the training.
- 5.4 In virtual classroom training, DataExpert B.V. will only provide the hardware including software if this is required for the training and the participant's own resources do not meet the requirements for following the training. If applicable, a printed training manual will also be provided, as well as access to the digital learning environment.
- 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 DataExpert Academy's starting position for the maximum ratio of participants to trainers in the training sessions is 12 participants per trainer. This aims 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., lunch will be provided by DataExpert B.V., unless otherwise agreed. This will be communicated to participants by email no later than seven working days before the start. A variety of meat and fish, as well as vegetarian and vegan options are available at lunch. Other food wishes and allergies can be notified up to three working days in advance via the email address catering[at]dataexpert.co.uk. A confirmation of receipt will be sent when email is received at this address. Then it is assessed whether DataExpert B.V. is able to accommodate these requirements and this is communicated to the participant. In training sessions held at a training location managed by DataExpert B.V., coffee, tea, soft drinks, fruit, biscuits and water are available free of charge to participants at all times.
- 5.8 When participating in training at a training location of DataExpert B.V. at Vendelier 65 in Veenendaal managed by DataExpert B.V., participants will be loaned an access key that provides access to the necessary rooms in the building. The secretariat keeps track of which participant is loaned which access key. 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.

### Clause 6. Responsibilities

- 6.1 The DataExpert Academy is responsible for delivering the training as agreed. 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 materials.
- 6.3 During the training, the participant is responsible for their own active participation and taking advantage of the opportunities and help provided.

### **Clause 7. Planning**

- 7.1 DACT is responsible for communicating the dates, times and location of the training. This is done no later than seven working days before the start of the training. This notice also states that participants must report to the reception on the first day of the training and be able to identify themselves with a valid ID.
- 7.2 No later than ten working days prior to the training, participants or, in the 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 working days before the first day of training. It is the responsibility of participants to complete this intake form correctly and in a timely manner so that these answers can be taken into account by the trainer when preparing for the training.
- 7.3 In the case of 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 and administration.
- 7.4 At the end of the training, in most training sessions, an evaluation form is shared with each participant. The online platform Coachview is used to collect these evaluations anonymously, they are only viewable by DACT and the trainers, the relevant manager or contact person of the client. The evaluations are then stored for each business unit as archive folders in Coachview. Here, they are kept for three years. The outcomes of these evaluation forms serve to improve the quality of the training sessions, through content changes and further strengthening of the trainers' competences.
- 7.5 In principle, training sessions take place in Dutch, unless explicitly agreed otherwise.

### **Clause 8. Attendance and absence**

- 8.1 The attendance list is compiled by DACT five working days before the start of the training and shared with the trainer and the secretariat through the administrative system Coachview. For trainers who have been hired in, the attendance list will be printed out and placed in the trainer's room. Attendance is monitored daily by the trainer in charge with reference to the attendance list. This is done digitally via the Coachview administration system, or on paper attendance lists.
- 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.

## **Clause 9. Cancellation**

- 9.1 In case of absence without prior communication or cancellation less than 24 hours before the start of the training course, 100% of the participation costs will be charged. In case of cancellation less than one week before the start of the training course, 75% of the participation costs will be charged. In case of cancellation less than two weeks before the start of the training course, 50% of the participation will be charged. In case of cancellation less than four weeks before the start of the training course, 25% of the participation costs will be charged. If cancelled at least four weeks before the start of the training course, no costs will be charged.
- 9.2 For customers from tenders 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, trainer illness or other emergencies, DataExpert B.V. reserves the right two weeks before the start of the training to cancel or reschedule the training. In case of emergencies or a sick trainer less than two weeks before the start of training, the DataExpert Academy will initially try to find a replacement trainer. Should this prove impossible, the training will be rescheduled.

## Teaching

### Clause 10. Virtual training courses

- 10.1 In principle, training courses take place in person or online, unless there are reasons to deliver blended training.
- 10.2 Training provided (partially) virtually is, in principle, conducted in MS Teams. At the client's request, a different digital platform can be decided upon by mutual agreement. A link will be sent in a timely manner from the DataExpert Academy to participants to participate in this training.
- 10.3 In the case of training provided (partially) virtually, the participant himself bears responsibility for having a stable internet connection during the training.
- 10.4 In the case of training provided (partially) virtually, the participant is expected to actively participate, which means at least that the webcam is on and that the participant is on screen during the training course.
- 10.5 In the case of a training course which does 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, the trainer reserves the right to exclude the participant from the training.

### Clause 11. Admission to training courses

- 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 DataExpert Academy reserves the right to refuse the participant participation in the assessment.
- 11.2 In training courses where prior knowledge of a subject is required for admission, this will be communicated with the client before enrolment opens. In the case of open-enrolment training, the required prior knowledge is set out on the platform where participants can enrol. The DataExpert Academy reserves the right to ask participants to demonstrate that they have the necessary prior knowledge or test them for required prior knowledge prior to participation. If the DataExpert Academy considers that the prior knowledge requirement has not been satisfied, the DataExpert Academy reserves the right to refuse participants admission to a training course.
- 11.3 The DataExpert Academy reserves the right to refuse individuals admission to training sessions as long as they cannot identify themselves or make it clear with which organisation they are affiliated.
- 11.4 The DataExpert Academy reserves the right to refuse to allow persons to participate if the DataExpert Academy deems this person not suitable to follow the training.

## Assessment

### Clause 12. Assessment process

- 12.1 Trainers of the DataExpert Academy are considered equivalent to examiners. Trainers who are authorised to deliver a training course are authorised to conduct and mark the corresponding assessment in the role of examiner.
- 12.2 Participants are expected not to disturb or distract other participants during assessments. Trainers reserve the right to remove a participant from the assessment if, in the trainer's view, the participant is interfering with the other participants in their assessment.
- 12.3 Participants must not make contact with persons other than the trainer during the assessment. Trainers reserve the right to declare an assessment result invalid on grounds of plagiarism or fraud if a participant makes contact with others during the assessment.
- 12.4 Participants may keep notes they have made themselves with them during the assessment. This concerns only notes taken during the training course.
- 12.5 Participants may keep the training materials provided during the assessment, unless otherwise indicated by the trainer. This could be a handbook, a handout, E-learning or a cheatsheet.
- 12.6 The participant needs explicit permission from the relevant trainer if he wishes to have with him during the assessment any resources he has brought in himself. Checks can be carried out on the use of AI tools in relation to reporting as part of assessments.
- 12.7 In principle, assessments are administered during training. In some training courses, it may be preferable to send the assessment by email to the participants after the training. If the assessment is sent by email, the same points as named in 12.2 to 12.6 apply. This assessment must be returned within five working days. Busyness at work is not recognised as a reason for an extension, force majeure is. Upon receipt of the completed assessment by email, the participant will receive a confirmation of receipt by email. Entries after the discussed deadline will be declared invalid and result in a resit. In the case of an assessment in the E-learning environment, the participant sees the confirmation of completion in the screen.

### Clause 13. Evaluation of assessment and determination of results

- 13.1 Pass and fail criteria are determined prior to the test and set out in an answer model with scoring.
- 13.2 The result will be communicated to the participant within four weeks of the assessment.
- 13.3 Assessments can be viewed on request by the participant.

### Clause 14. Certification

- 14.1 In the case of an assessment which does not result in a pass or fail, the participant will receive a certificate of participation after attending the training and completing the assessment.

14.2 In the case of an assessment which does result in a pass or fail, the participant will receive a certificate after successful completion of the testing once the assessment results have been processed.

### **Clause 15. Resit options**

15.1 Each participant is entitled to one free resit over and above the first assessment moment. A fee of EUR 35.00 per resit will be charged for a subsequent resit.

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

15.3 In the case of a training which does not require any hardware and/or software of DataExpert B.V., the assessment can be sent to the participant for the resit.

15.4 A resit must be taken within two months of the last day of training. The responsibility of scheduling this lies with the participant.



## Arrangements for participants with learning disabilities or functional impairments

### Clause 16. Communication of learning disability or functional impairment

- 16.1 The intake form states that participants who wish to report a learning disability can do so via training[at]dataexpert.nl . This email address puts participants in touch with DACT. 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 participant concerned about it and make appropriate arrangements.
- 16.3 If modifications are required from DataExpert B.V. to accommodate participants with a functional impairment, participants are expected to report these modifications to DACT before the start of the training. This may involve needs for accessibility to be provided.

### Clause 17. Extra time for assessment

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

### Clause 18. Exam anxiety

- 18.1 Participants who suffer from exam anxiety are requested to inform the relevant trainer of this on the first day of training. This trainer engages in a conversation with this participant to come up with suitable measures.
- 18.2 Possible measures that can be taken include offering extra time for the assessment or allowing the participant to select his seat in the classroom during the assessment.

## Regulation for suspected fraud and plagiarism

### Clause 19. Fraud

- 19.1 In the case of suspected fraud, this will be communicated to the participant(s) concerned within four weeks of the assessment and the assessment 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 attention of the DataExpert Academy after the examination.

### Clause 20. Plagiarism

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

## Data retention scheme

### Clause 21. Attendance lists and contact details

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

### Clause 22. Retention of assessments and results

- 22.1 Assessments for training courses for which participants receive a certificate of participation are collected by the relevant trainer and destroyed before the end of the working week.
- 22.2 Assessments for training courses for which participants can pass or fail will be retained until the period in which complaints can be made has expired. The result is then stored in a separate folder within the DataExpert network.
- 22.3 For assessments administered in the E-learning environment, participants are given temporary access to the answers after the assessment.
- 22.4 In all assessments, it is prohibited to share the questions and/or answers thereof with anyone who was not present in the same training session.

## Complaints

### Clause 23. Complaints procedure

- 23.1 In the event of complaints, participants or clients may submit a complaint in writing by filling in the contact form on the website at <https://www.dataexpert.nl/klachtenprocedure-support/> or by sending a letter to:
- DataExpert B.V.  
attn.: Management  
PO Box 872  
3900 AW Veenendaal
- 23.2 Receipt of the complaint, either sent via the complaint form or in writing, will be acknowledged by email within two working days of receipt.
- 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 (by email) within two weeks.
- 23.5 If a complaint is not resolved to your full satisfaction, DataExpert B.V. will enter into discussion with the complainant to ensure a suitable solution within a period of four weeks from the submission of the complaint. The customer will receive written confirmation of this (by email).
- 23.6 All complaints will be treated confidentially at all times.
- 23.7 Complaints in relation to assessment results can be submitted up to four weeks after communication of the assessment result.

### Clause 24. Appeal procedure for complaints

- 24.1 Should you be dissatisfied with the handling of your complaint by the management of DataExpert B.V., you may appeal this to Olenz Notarissen. You can do this by filling in the contact form on the website at <https://www.dataexpert.nl/klachtenprocedure-support/> or by sending a letter to:
- Olenz Notarissen  
attn.: Ms I. M. Cox  
Vendelier 2, 3905 PA Veenendaal  
  
PO Box 75, 3900 AB Veenendaal
- 24.2 Receipt of the appeal will be acknowledged by email within two working days.
- 24.3 Olenz Notarissen provides a binding opinion in this context.
- 24.4 The handling of the complaint is the responsibility of DataExpert B.V. and any consequences for DataExpert B.V. will be dealt with within two weeks of the advice being issued.
- 24.5 All complaints will be treated confidentially at all times.

## Handling personal data and copyright-protected files

### Clause 25. Copyright

- 25.1 It is prohibited 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 extract from) the training material in the form of a (digital) reference book. The Copyright Act applies to the training materials. This material may not be distributed. The material is intended only for participants in our training courses. Copyright and ownership are and will remain with DataExpert Academy. No part of these teaching resources may be reproduced (within the meaning of Section 13 of the Copyright Act) and/or disclosed (within the meaning of Section 12 of the Copyright Act) without the express written consent of DataExpert B.V.
- 25.3 Training materials are made available only to participants and former participants of training courses.
- 25.4 If training materials are reproduced and/or made public without the express written consent of DataExpert B.V., DataExpert B.V. retains the right, in accordance with Section 27 of the Copyright Act, to bring an action for damages against the person who has infringed the copyright. DataExpert B.V. also retains the right, in accordance with Section 27a of the Copyright Act, to bring a legal action for compensation of the profits enjoyed as a result of copyright infringement.

### Clause 26. Data leak procedure

- 26.1 In the event of a data leak, this must be reported by an employee of DataExpert B.V. 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 leak involves customer data, the relevant individuals and the Dutch Data Protection Authority will be contacted.