



INSTITUTE  
OF PHARMACOVIGILANCE

## Terms and Conditions

# The Global Pharmacovigilance Professional Certification

01 September 2022



## Table of Contents

### TERMS AND CONDITIONS

1.	<i>Introduction.....</i>	2
2.	<i>Language and Communication .....</i>	2
3.	<i>Registration and Prerequisites .....</i>	3
4.	<i>Confirming the order .....</i>	3
5.	<i>Member account, password, and security.....</i>	4
6.	<i>Payment terms.....</i>	4
7.	<i>Procedure for changing or cancelling.....</i>	5
8.	<i>Time period for completion.....</i>	6
9.	<i>Requirements to pass the certification .....</i>	6
10.	<i>Failure to obtain the certification.....</i>	7
11.	<i>Repeated attempts.....</i>	7
12.	<i>Examination Board .....</i>	7
13.	<i>Appeals procedure .....</i>	8
14.	<i>Personal data.....</i>	8
15.	<i>Intellectual Property Rights.....</i>	9
16.	<i>Issued certificates.....</i>	10
17.	<i>System Maintenance and Upgrades .....</i>	10
18.	<i>Limitation of Liability.....</i>	11
19.	<i>Legal Disclaimer.....</i>	11
20.	<i>Accuracy of Marketing Materials .....</i>	12
21.	<i>Changes to Terms and Conditions.....</i>	12
22.	<i>Severance .....</i>	12
23.	<i>Dispute Resolution .....</i>	12
	<i>Attachment 1: Template form for the cancellation of the contract.....</i>	14



## 1. Introduction

- 1.1 Global Pharmacovigilance Professional Certification (GPPC) is a program of the International Society of Pharmacovigilance, operated by the Institute of Pharmacovigilance z.ú., with registered office at Hvězdova 1716/2b, Nusle, 140 00 Prague 4, Reg. No.: 046 24 921, U 334 registered with the Municipal Court in Prague (IPV). All other IPV contacts (phone, e-mail etc.) can be found at <https://pharmacovigilance.institute> under section “About Us”.
- 1.2 A candidate is a consumer or entrepreneur. A consumer is any individual who, outside his or her trade, business or profession, enters into a contract or has other dealings with IPV. An entrepreneur is a person who, on his own account and responsibility, independently carries out a gainful activity in the form of a trade or in a similar manner with the intention to do so consistently for profit. For the purposes of consumer protection, an entrepreneur is deemed to be also any person who concludes contracts relating to his or her own business, manufacturing or similar activity or in the course of independent exercise of his or her profession, or a person who acts in the name or on the account of an entrepreneur.
- 1.3 Legal relations between IPV and applicants and/or candidates when obtaining the professional certification offered by IPV on the website of IPV as well as these terms and conditions are governed by the current valid legislation of the European Union and the Czech Republic, in particular by Act No. 89/2012 Sb., the Civil Code, as amended and if the applicant or candidate is a consumer, also by Act No. 634/1992 Sb., providing for consumer protection, as amended. Everything not specifically regulated below is in full compliance with the relevant general legislation.
- 1.4 These terms and conditions apply to all GPPC programs and certifications and are available at the relevant section of IPV website.

## 2. Language and Communication

- 2.1 All communication and information will be provided in English only, using online services, emails, and mail services.
- 2.2 The test itself will be available in multiple languages; an updated list of available languages can be found on the website of IPV under the specification for each role.



- 2.3 Sometimes spam filters might reject emails, therefore IPV strongly recommend checking junk/spam folders. Important communication needs to be verified by appropriate means, e.g., confirmation of delivery. This can be electronic, hard copy, or via audio/video connections.
- 2.4 If at any time, a candidate is unhappy with the service, they should contact IPV immediately and IPV will endeavour to respond as quickly as possible but no more than 5 days following the receipt of the complaint. Candidate's rights arising from liability for defects are regulated by the Civil Code.

### 3. Registration and Prerequisites

- 3.1 In order to be able to obtain the GPPC, an applicant must first register on the certification platform publicly accessible via the website of IPV. The applicant must complete the registration process by providing the current, complete, and accurate information, including full name and e-mail address (username).
- 3.2 Any applicant wishing to obtain GPPC must fulfil all the prerequisites for given certification level.
- 3.3 An updated and detailed list of prerequisites can be found on the website of IPV.
- 3.4 The prerequisites are a part of the registration form and will be checked by IPV. Additional proofs might be requested during the evaluation process.
- 3.5 Failure to provide sufficient proofs or any inaccurately provided information may and will lead to rejecting such application. Only successful applicants will become candidates and be allowed by IPV to proceed to make and confirm the order for the specific certification.

### 4. Confirming the order

- 4.1 The order is created at the moment of sending the order by pressing the button "Buy now" and confirmed by processing the payment via the certification platform. Before sending the order, the candidate may check and change all data, which the candidate has filled in the order, as well as cancel the order altogether. Before sending the order, the candidate is also obliged to read these terms and conditions. IPV does not accept orders with amendments or deviations. IPV will confirm the receipt of the order without



delay by an e-mail sent to the candidate's e-mail address stated within the registration process.

- 4.2 By confirming the order on part of the candidate, the contract is validly concluded, and the candidate confirms that the candidate has read these full terms and conditions and expressly accepts them in the wording valid and effective at the time of confirming the order.
- 4.3 The person confirming the order must be at least 18 years old and full payment must be made at the time of confirming the order. Any deposits or partial payments or instalment payments cannot be accepted. All payments must be made via online payment through the certification platform.
- 4.4 Once the payment has been accepted, the candidate will be able to download an invoice via the certification platform. It is candidate's responsibility to check the invoice and inform IPV of any inaccuracies to personal details and contact information.

## 5. Member account, password, and security

- 5.1 By entering the contract, the candidate also acknowledges and agrees that the registered login information is for their use only. They may not use or transfer the login information to other users as this will result in its immediate deactivation.
- 5.2 The candidate shall protect their passwords and take full responsibility for their own, and third party, use of their account. The candidate is solely responsible for any and all activities that occur under their account. It is the candidate's duty to notify IPV immediately upon learning of any unauthorised use of their account or any other breach of security.

## 6. Payment terms

- 6.1 All prices that are advertised on IPV website are correct at the time of confirming the order. However, IPV reserves the right and discretion to change IPV prices at any time. Please check IPV website for up-to-date prices and special offers.



- 6.2 All the prices are stated final, including VAT and per one participant. VAT is counted according to applicable legislation and will be separately calculated on the tax document.
- 6.3 The payment is made exclusively via PayPal payment gateway integrated in the online certification platform.
- 6.4 Expenses relating to the means of distance communication do not differ from the basic rate (in case of internet or telephone connection according to the terms and conditions of the candidate's operator) and these expenses will be borne by the candidate; IPV does not charge any additional fees or prices on top of them (this does not apply to any shipping charges etc.).

## 7. Procedure for changing or cancelling

- 7.1 Under the Consumer Protection (Distance Selling) Regulation the candidate (consumer) has the legal right to cancel the contract between them and IPV for any reasons and without any sanctions during the period of 14 days from the conclusion of the contract which is when the payment is made. If the candidate decides to cancel the certification within this period, they must inform IPV within the 14 days of the conclusion of the contract by sending the letter to the IPV address: **Institute of Pharmacovigilance z.ú., Hvězdova 1716/2b, Nusle, 140 00 Prague 4**, or electronically by email sent to the IPV e-mail address: [info@pharmacovigilance.institute](mailto:info@pharmacovigilance.institute). The candidate shall also state the invoice number, which the cancellation concerns, for the purposes of identification and bank account details (or another requested way of refunding) for the purposes of refunding the paid price to the candidate. Once IPV has received a cancellation letter, IPV will process the refund within 14 days of receiving the letter and deduct any transfer fees, if applicable.
- 7.2 To cancel the contract, the candidate may also use a template form provided by IPV within the meaning of section 1820, subsec. 1, paragraph f) of the Civil Code, with which the candidate is acquainted before confirming the order and which is attached to and is integral part of these terms and conditions.
- 7.3 Once the above-mentioned period of 14 days has been completed, the candidates will be under the full cancellation conditions which are 100% non-refundable.
- 7.4 If the candidate logs in to the certification platform after confirming the order, they will be deemed to have started the certification and will no longer have



the right to cancel the contract or be able to get a full refund within the 14-day period mentioned in Section 7.1.

- 7.5 Once the contract has been cancelled, all login details will be cancelled immediately.
- 7.6 The candidate, who is not a consumer, may cancel the contract only in cases stipulated in the respective provisions of the Civil Code and for reasons and by means stated therein. Rights and responsibilities of the parties are then governed by the Civil Code.

## 8. Time period for completion

- 8.1 All participants have 1 year to complete the certification program, which depending on the role may include an online knowledge test, a practical task, and an interview with a board of experts. This period starts on the day of conclusion of the contract.
- 8.2 The knowledge test is conducted completely online and can be started at any time by the candidate.
- 8.3 The interview, if applicable, will be scheduled and must be completed no later than 60 days since the knowledge test has been successfully passed.
- 8.4 All requests to extend the period for completion will be addressed on a case-to-case basis.

## 9. Requirements to pass the certification

- 9.1 The testing platform is designed to be used on personal computer internet browsers. For further technical requirements refer to the testing platform itself as this may be subject to change. If any candidate is having technical difficulties, they should not hesitate to contact IPV or the platform technical support.
- 9.2 Registering for the certification or conclusion of the contract does not automatically guarantee that the candidate will pass and obtain the desired certificate. If they fail to meet the requirements of passing any part of the certification, IPV reserves the right to not issue the certificate.





- 9.3 In order to obtain the certification, the candidate needs to pass all the required components of the examination process as specified for each role.
- 9.4 The specific modules included in the knowledge test along with their respective pass rates are specified for each role separately.

## 10. Failure to obtain the certification

- 10.1 GPPC evaluators reserve the right to fail a candidate if they are not meeting the standards of the certification program in terms of knowledge, English language ability or plagiarism.
- 10.2 If any candidate is found to have copied another one's work, their certification program will be immediately terminated, and they will be restrained from applying for any certification provided by IPV for a period of two years.

## 11. Repeated attempts

- 11.1 Each candidate will be given three attempts to pass the knowledge test.
- 11.2 Once the candidate has failed to obtain the certification after three attempts, they will not be accepted onto any further attempt to obtain the certification without first having communicated with IPV.
- 11.3 In case of a repeated attempt, the candidate does not need to repeat the components that have already been successfully completed.

## 12. Examination Board

- 12.1 All questions and tasks for the GPPC test are prepared by IPV and its contracted experts. Before becoming a part of the certification, they are subject to rigorous check by the Examination Board of GPPC as well as ISO P Scientific Board.
- 12.2 It is at the discretion of the Examination Board to set the examination standards and continuously work on ensuring the validity as well as fairness of the certification process.





- 12.3 The GPPC Examination Board is appointed by ISoP Scientific Board in accordance with GPPC Examination Board Terms of reference, which are available to the public on the website of IPV.

### 13. Appeals procedure

- 13.1 If a candidate believes that their exam result is not fair, they are entitled to request a formal appeal.
- 13.2 The appeal must be submitted in writing no later than ten business days after receiving the results. The written appeal should include as many details, including evidence, and be as specific as possible.
- 13.3 The fee for initiating an appeal process is USD100. This fee must be paid within 10 business days of receiving the payment instructions.
- 13.4 Where an enquiry leads to a change of result, the appeal fee will be refunded. No charges will be refunded in case of an appeal that has not been found justified.
- 13.5 The appeals procedure focuses on whether, in the case of reaching decisions, all used procedures were consistent with the regulatory authorities' code of practice and might involve re-marking or re-assessment of a candidate's work.
- 13.6 The appeal procedure will be carried out by the Examination Board of GPPC and in the process, the candidate might be asked to provide further details.
- 13.7 The final decision on the appeal will be made no later than 8 weeks following the appeal fee payment.
- 13.8 IPV will take all reasonable steps to identify any other candidate who may have been affected and wherever possible correct or mitigate the error.

### 14. Personal data

- 14.1 All the personal data collected during the whole process, which might include but are not limited to full name, e-mail address, contact phone, scanned documents (ID, degrees, certifications etc.), personal information about employment and training records, will serve only for purposes related to GPPC and will be solely managed by IPV and its employees.



- 14.2 The personal data will not be disclosed or sold to any third party.
- 14.3 For verification purposes and other purposes to protect the GPPC and its stakeholders against any form of malpractice an automated proctoring system will be used during the exam. The data collected will be automatically processed and may, in some cases, require human evaluation and validation. The exact details will be available on the platform before taking the test.
- 14.4 IPV will retain work produced by candidates in the test and may use it for quality control purposes. Test score data and test responses, in an anonymous form, may also be used for informational, research, statistical or training purposes.
- 14.5 Further information regarding means, scope and processing personal data of the candidate by IPV and rights and responsibilities related thereto are described under section “Privacy policy” at the website of IPV. The candidate undertakes to state whole, right and true personal data of the candidate as well as to inform IPV without undue delay about a change of the candidate’s personal data.
- 14.6 By confirming the order, the candidate also consents to processing personal data within the meaning of above stated.

## 15. Intellectual Property Rights

- 15.1 IPV and its licensors strictly own all the intellectual property and materials contained within the certification program. Every candidate shall only be granted a limited right for the purpose of viewing the material within the testing platform which are subject to these Terms and Conditions and the Privacy Policy.
- 15.2 Users do not have the right and shall not intend to sell, redistribute or republish any material contained within the testing platform.
- 15.3 All users are strictly restricted from the following:
- Publicly showing any GPPC exam material
  - Selling or commercializing any GPPC exam material
  - Publishing any GPPC exam material by any means



- Using the GPPC exam material in a way which may be against laws or regulations, or in a particular way may cause harm to any personnel or entity
- Publicly or privately engaging in data harvesting, mining or extracting
- Using the GPPC exam material or any forms of data to market or advertise

15.4 If any actions have been committed that are out of IPV guidelines and deemed to be restricted, IPV shall comply with authorities and the full force of the law shall be engaged in accordance with relevant regulations.

## 16. Issued certificates

- 16.1 Every candidate who passes the complete program of certification will receive a PDF copy of the certificate issued directly via the online platform within 3 business days of successfully completing the certification program.
- 16.2 It is possible to order a hard copy of the certificate and have it sent to the candidate. Additional fees apply and can be found on the website of IPV.
- 16.3 Validity of the certificate is 3 years and counts from the day the certificate was issued. This date will be clearly stated on the certificate.
- 16.4 IPV will keep an updated database of all certificates it has issued.

## 17. System Maintenance and Upgrades

- 17.1 At certain times IPV systems and software programs will be updated. In the event of an update, IPV promises to do this work as quickly as possible. However, if IPV systems are not working for a period longer than 5 days then IPV will allow the candidates to extend their time for completion of the certification program for the time the platform was not available with a maximum of 15 days.
- 17.2 This clause is not limited to just System Maintenance and Upgrades. It should be noted that no refund will be given for the unavailability of the testing platform lasting up to 5 days.



## 18. Limitation of Liability

- 18.1 IPV does not accept any liability for any loss or additional expense caused by delay or disruption to travel services, weather conditions, civil disturbance, industrial action, strikes, wars, floods, sickness or force majeure. Such losses or additional expenses are candidate's responsibility. Force majeure represents unusual or unforeseeable circumstances, which include war, terrorist activities, riots, nuclear or natural disasters such as fire, flood or adverse weather conditions.

## 19. Legal Disclaimer

- 19.1 The information found on IPV website and in the certification process is not a substitute for professional medical care by a qualified doctor or other qualified health care professionals. None of the information provided is to be construed as medical advice. Always check with a doctor or pharmacist if you have any concerns about the condition or treatment. The information should not be a substitute for physician evaluation or treatment by a health care professional and is not intended to provide or confirm a diagnosis. IPV is not responsible or liable, directly or indirectly, for any form of damages whatsoever resulting from the use (or misuse) of information contained in or implied by the information presented in the certification process.
- 19.2 Many of the references are to reputable institutions and societies and the content contained within can be a tremendous source of information. However, not all the medical resources are authoritative or current. Any decision about health or medical care based solely on information obtained from these documents could be dangerous. IPV accepts no responsibility of any nature whatsoever for linked documents and web sites or any information contained in them.
- 19.3 IPV website contains links and references to third-party websites, which are provided as a convenience to users of the site. IPV makes no claim or warranty of, and is not responsible for, any information found in a linked website. All links and references contained on the website were correct at time of going on-line. IPV cannot be held responsible for any inconveniences caused by subsequent changes. IPV encourages you to check the disclaimers and other legal notices provided on such linked sites.
- 19.4 The information contained on IPV webpages could contain technical inaccuracies or typographical errors.



## 20. Accuracy of Marketing Materials

- 20.1 IPV makes every effort to ensure that all the marketing materials are up to date and accurate. IPV takes no responsibility for any information that is deemed incorrect, and IPV will endeavour to inform of any changes to the certification program. IPV reserves the right to change any of the information in IPV website at any time IPV feels appropriate.

## 21. Changes to Terms and Conditions

- 21.1 IPV reserves the right to change any of the content, material, prices, offers or time period of the certification at any time deemed necessary. IPV advises the candidates to read and accept the terms and conditions at the time of sending the order. Such change of these terms and conditions becomes effective with respect to the candidate when the candidate is notified of the change by IPV. IPV will make the notification by publishing the new wording of these terms and conditions within the respective section on the website of IPV. This is without any prejudice to legal relations between IPV and candidates under the contracts made earlier.

## 22. Severance

- 22.1 If any party finds any of the terms and conditions in this document to be deemed illegal, invalid or unenforceable then these parts will be deleted while the other parts of the terms and conditions will be deemed valid.

## 23. Dispute Resolution

- 23.1 In case of any dispute between the candidate (consumer) and IPV the candidate (consumer) may also opt for out-of-court settlement. In such a case the candidate (consumer) may contact an entity authorised to out-of-court settlement which is the Czech Trade Inspection Authority (Česká obchodní inspekce) (<http://www.coi.cz>) and follow the rules stated there. More information about out-of-court settlement may also be found on the website of the Czech Trade Inspection Authority. The candidate (consumer) may also



INSTITUTE  
OF PHARMACOVIGILANCE

initiate the alternative dispute resolution through online form at  
<https://webgate.ec.europa.eu/odr/>.

## Attachment 1: Template form for the cancellation of the contract

Template form for the cancellation of the contract for a candidate – consumer

Fill in this form and send it back only in case you want to cancel the contract:

### Notification of the contract cancellation

Addressee:

Institute of Pharmacovigilance z.ú.

Hvězdova 1716/2b

140 00 Prague 4 - Nusle

Reg. No.: 046 24 921

Registered in the Commercial Register maintained by the Municipal Court in Prague  
under File Number: U 334

I/We (\*) notify that I/We (\*) hereby cancel the contract for the purchase of this  
goods (\*)/the provision of these services (\*)

- Date of order (\*)/date of receipt (\*)
- Name and surname of the consumer/s
- Address of the consumer/s

We request a refund to the following account / as follows: (\*)

In (\*) on (\*)

.....  
Signature of the consumer/s

(\*) Delete where not applicable or fill in the data – for identification and expediting  
purposes, please include the exact order number in the text.