

## **Contract**

for the use of the services of the German Aerospace Center (DLR) Hamburg  
between

**Deutsches Zentrum für Luft- und Raumfahrt e.V.**, Linder Höhe, 51147 Cologne,  
acting on behalf of its Institut für Luft- und Raumfahrtmedizin (Institute of Aerospace Medicine)  
(hereinafter "DLR"), Sportallee 54, 22335 Hamburg

and

Test person (Name, Address) \_\_\_\_\_  
(hereinafter "Contracting Party")

## **Recitals:**

The purpose of this contract is to administer a test (memory, spatial awareness, basic performance and personality, English, technology, mathematics, attention, psychomotor activity, multi-tasking, teamwork, personality) and, if applicable, evaluate it after registration by the Contracting Party.

## **§ 1 Services of the DLR**

1. Services provided by DLR comprise:

- a. administration of computer-based psychological aptitude diagnostic tests required by EASA under Directive CAT.GEN.MPA.175(b) on memory, spatial awareness, basic performance and personality, English, technology, mathematics, attention, psychomotor activity, multi-tasking, teamwork, personality,
- b. evaluations of the individual test performances by DLR and
- c. issuance of an EASA-compliant certificate of participation in the aforementioned tests with results grouping; and
- d. at the request of the Contracting Party, certificate disclosure to third parties.

Testing and/or standard and/or complete information shall only be provided insofar as the Contracting Party has consented by signing the "Consent to the Processing of Personal Data for the Purpose of Conducting and Evaluating Psychological Examinations for the Position of Commercial Pilot and Data Release Declaration" upon concluding the contract. There is no right to information two (2) years after testing.

For the purpose of implementation and evaluation, the Contracting Party shall indicate whether the test was conducted for the first time or repeatedly – whether through individual tests or participation in the entire test – within the past two (2) years. To ensure appropriate diagnostics, DLR reserves the right to apply appropriate statistical correction procedures in the event of multiple participation in the test procedures.

2. DLR's performance shall be deemed to have been rendered in accordance with the contract when the Contracting Party has been given the effective opportunity to take the test and, if applicable, the corresponding certificate has been handed over after full participation and analysis of the tests. The consequences of the certificate results and its use are the responsibility of the Contracting Party, not DLR.

3. DLR offers two options for digital certificate disclosure, namely standard disclosure and certificate disclosure to third parties for the purpose of certificate authentication. Both forms of information are optional and, with the exception of the one-time disclosure to third parties contained in § 1.1, subject to a charge pursuant to § 4.1.

4. Once a certificate has been issued, DLR shall not be obliged to carry out any further follow-up tests.

5. DLR shall be entitled to store anonymized evaluations of the test results and training protocols at its own discretion and to use and publish them for its own purposes. DLR shall receive the exclusive, sublicensable, transferable right to use the anonymized, collected test results free of charge.

### **§ 3 Booking a test appointment and rebooking policy**

1. Test appointments can be booked by email at [zertifikat@dlr.de](mailto:zertifikat@dlr.de). With the booking confirmation, the Contracting Party receives a **binding** test appointment and test location by email.

2. The Contracting Party may rebook a test registration free of charge up to seven (7) working days before the scheduled test appointment. If the Contracting Party is prevented by illness at short notice (less than seven (7) working days before the test date), rebooking is possible free of charge by presenting a medical certificate.

3. DLR reserves the right to cancel or reschedule testing no later than two (2) business days prior to the test date without penalty. Should DLR cancel or postpone a test appointment, the Contracting Party will be informed immediately by email of this cancellation or postponement and may request either a refund of the price paid in accordance with § 4 or a new appointment for a test. The Contracting Party must exercise the request within two (2) weeks after receipt of the cancellation or rebooking email.

DLR assumes no responsibility for any loss or damage resulting from the cancellation or postponement of a test appointment. DLR assumes no liability whatsoever in the event that a test appointment is cancelled, rescheduled or postponed due to an event of force majeure that makes it impossible to conduct the test. For the purposes of this clause, a force majeure event shall include, but is not limited to: Acts of nature, fire, strike, government restrictions and/or regulations, acts of war, terrorist activities, disasters, civil disturbances and/or riots, failure and/or restriction of transportation facilities/resources.

### **§ 4 Payment**

1. The price for an examination including a certificate and a standard disclosure to third parties according to § 1.1 a.-d. is:

**€ 386.48** (plus the legally applicable VAT).

A discontinued examination (without certificate issue according to § 1.1.c) and disclosure according to § 1.1 d.) costs:

**€ 328.26** (plus the legally applicable VAT).

The parties shall assume a discontinuation if the examination is cancelled, cancelled extraordinarily or terminated by the Contracting Party on the day of the examination before the examination has been fully completed by DLR.

Each additional standard disclosure according to § 1.1.d. and each complete disclosure (to the contracting party or third party) according to § 1.1.d. costs;

**€ 184.75** (plus the legally applicable VAT).

In addition to the standard disclosure, the complete disclosure also includes feedback of the detailed overall result.

2. The remuneration payment shall be due immediately upon conclusion of the contract. The issuance of certificates according to § 1.1c) and/or the disclosure to third parties shall only take place after payment of the invoice amount due.

3. The Contracting Party's obligation to pay default interest shall not preclude DLR from asserting further claims for damages caused by default.

## **§ 5 Liability**

1. DLR is liable, irrespective of the legal grounds, for the intentional conduct of its legal representatives, executive employees and other vicarious agents, for grossly negligent conduct of its legal representatives and executive employees, for culpable injury to life, limb and health, and for claims under the Product Liability Act (ProdHaftG) without limitation in terms of the amount.

2. In the event of a slightly negligent breach of material contractual obligations by its legal representatives, executive employees and other vicarious agents, DLR's liability shall be limited to compensation for typical damage foreseeable at the time of contract conclusion. Material contractual obligations are obligations that protect the legal positions of the other party that are material to the contract and obligations, the fulfilment of which is essential to the proper performance of the contract and on the fulfilment of which the other party may regularly rely. DLR shall not be liable for a slightly negligent breach of non-essential contractual obligations.

3. In the event of a grossly negligent breach of material contractual obligations by its other vicarious agents who are not executive employees, DLR's liability shall be limited to compensation for typical damage foreseeable at the time of conclusion of contract. DLR shall not be liable for a grossly negligent breach of non-essential contractual obligations by other vicarious agents who are not executive employees.

4. DLR's liability shall otherwise be excluded.

## **§ 6 Confidentiality**

1. All information of whatever nature and in whatever form, i.e. by whatever medium, which the Contracting Party obtains from DLR before or during the term of this contract and which is related to the purpose of the contract, shall be confidential. The Contracting Party therefore undertakes to maintain confidentiality, in particular with regard to the content of the tests carried out by DLR vis-à-vis third parties. Distribution in oral, written and digital (e.g. Internet) form is expressly prohibited.

2. The contractor agrees to keep confidential information confidential for three (3) years after the conclusion of contract.

3. The obligation of confidentiality referred to in § 6.1 shall not apply to such information and data that, demonstrably,

- was already evident at the time of its transmission,
- became apparent after its transmission without any action on the part of the information recipient,
- was independently developed at any time by the Contracting Party who did not have access to the information provider's "Confidential Information" that became available, or
- was made available to the information recipient by another party after its transmission in a legally permissible manner and without restriction with regard to confidentiality or use.

4. The limitation of liability in § 5 shall not apply to the aforementioned paragraphs.

## **§ 7 Data protection**

1. To provide the services offered, DLR processes and transmits personal data of the Contracting Party. Protecting the Contracting Party's personal data is of great importance to DLR. Therefore, data processing is carried out exclusively within the framework of the legal provisions of the General Data Protection Regulation (GDPR). Further information, including on the type of personal data, the legal basis for processing, the rights of data subjects, the categories of recipients and the purpose of data processing, can be found in the attached DLR consent and privacy policy.
2. For the purpose of certificate verification, the Contracting Party allows, after separate written consent, verification of the test results to organizations (e.g. employers of the Contracting Party, companies or immigration authorities).
3. Unless otherwise required by law, DLR will delete personal data two (2) years after it is collected.

## **§ 8 Termination; Termination of the contract**

1. Cancellation of the test appointment is not possible with the exception of cancellation by DLR according to § 3.3.

2. Both parties may terminate the contract in writing for good cause without notice.

Good cause shall be deemed to exist if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to adhere to the contract.

3. If the Contracting Party terminates the contract pursuant to § 8.2 due to DLR's fault, DLR shall be entitled to demand the agreed remuneration for the partial services already rendered up to the time of termination which are usable for the Contracting Party. DLR must, however, take into account any expenses saved as a result of the contract termination or that it acquires or maliciously refrains from acquiring through other use of its work.

The partial result achieved by the time of termination, if any, shall be handed over to the Contracting Party within a reasonable period of time, *pari passu*, against payment of the remuneration pursuant to § 4.1. Any claims for damages shall remain unaffected by the termination.

4. The contract shall also end in the event of discontinuation of the examination, § 4.1, 2nd case, without any notice being required. In this case, remuneration shall be owed in the amount specified in § 4.1, 2nd case. DLR will immediately transfer any overpayments back to the Contracting Party.

## **§ 9 Prohibition of assignment**

Participation in the tests is only possible for the Contracting Party who has also registered for the test and paid the corresponding fees. Transfer to other contracting parties is excluded.

## **§ 10 Final provisions**

1. This contract shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding the mandatory provisions of the law of the place where you usually reside.

2. DLR's failure to exercise or enforce any right or provision of this contract shall not be deemed a waiver of such right or provision.
3. Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract unless DLR expressly agrees to their validity in writing.

Place, date and signature:

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