

## CANDIDATE EXAM CONDUCT AND EXAM SECURITY AGREEMENT

1. I understand and acknowledge that all of the following terms and conditions of this **Candidate Exam Conduct and Exam Security Agreement** (hereinafter “this Agreement”) constitute a legally binding contract between me and the National Board of Examiners in Optometry, Inc. (“NBEO”) and that this agreement by me is a precondition to my registration for and taking of the NBEO examination. Therefore, I agree to all of the following terms and conditions.
2. I certify that I am registering for and will take the NBEO Part I, Part II or Part III examination for the sole purpose of seeking my own licensure in optometry in a U.S. or Canadian jurisdiction and not for any other purpose. Or, if I am registering for another NBEO examination (e.g. ACMO, CPDO, standalone TMOD and standalone Injections), I certify that I am taking such examination for the purpose(s) for which it is being administered. Wherever used in this Agreement, the term “Entry-Level Licensing Exams” means and includes Part I, Part II and Part III, and the term “Other Exams” means any examinations other than Entry-Level Licensing Exams.
3. I affirm that I have read and that I understand the **NBEO Ethics Policy** in its entirety as set forth on the NBEO website (hereinafter the “Ethics Policy”). I agree that I am subject to all of the terms of such Ethics Policy and that all of those terms, as of the date of my registration for my examination, are hereby incorporated into this Agreement by reference. To the extent there is any conflict or inconsistency between the Ethics Policy and this Agreement, the terms of this Agreement shall control.
4. I understand and agree that the term “exam item” wherever used in this Agreement means and includes any content or material in whole or in part contained or to be contained in any past, current, or future NBEO examination, as well as any exam content under any stage of development by NBEO, including without limitation any question or stem, any answer option, any case scenario, any image, and any CSE data, scripts, or other scoreable material. However, “exam item” used in this Agreement does not include any sample item posted on the NBEO’s website or any item released by NBEO prior to the establishment of NBEO’s item database in 1981.
5. I understand, acknowledge, and agree that:
  - state licensing boards and other licensing bodies rely on the results of NBEO Entry-Level Licensing Exams in assessing candidates’ qualification for a professional license to practice optometry, and relevant third parties rely on the results of the Other Exams for their specific purposes;
  - the purpose of the NBEO examination is to protect the public health and safety by ensuring competence among the candidate population that passes the NBEO exam;
  - pursuant to that purpose, NBEO has the responsibility to ensure that each candidate’s exam score accurately reflects the candidate’s actual knowledge base and competence, as it is crucial to the validity and integrity of NBEO exams to ensure that each successful candidate passes the exam based on the candidate’s own merit and without improper assistance or unfair advantage; and
  - it is a violation of this Agreement and of the Ethics Policy to engage in any conduct before, during, or after the examination that subverts, contravenes, or is inconsistent

with the purpose of ensuring that each candidate's exam score accurately reflects the candidate's actual knowledge base and competence; and any such conduct is considered cheating and is also considered "Improper Conduct" for purposes of the penalty provisions of this Agreement.

6. I understand, acknowledge, and agree that:

- all NBEO multiple choice exams will contain some exam items that have appeared on prior exams;
- this re-use of a limited number of prior exam items is necessary in order to enable the NBEO to employ various statistical and equating psychometric methods to assess whether, and to ensure that, the overall examination difficulty is stable over time;
- accordingly, the validity and integrity of NBEO exam results are dependent upon maintaining strict confidentiality and security of all NBEO exam items;
- the cost of developing new exam items is substantial, and NBEO has a compelling interest in protecting its investment in its exam items in light of the organization's dedication to:
  - protecting the public welfare through examination validity, and
  - maintaining reasonable candidate exam fees over time; and
- for all of these reasons, all NBEO exam items are copyrighted by NBEO and are strictly confidential.

7. I understand, acknowledge, and agree that all NBEO exam items, examination booklets, answer sheets, examination materials, grading materials, unpublished clinical skills exam materials, and all processes used in the NBEO written or clinical skills examinations are the sole and confidential property of NBEO and are protected by trade secret, contract, and federal copyright laws. I further agree that each of the following acts or omissions by me or anyone else (including without limitation by other candidates, optometry school educators, exam study course instructors and agents, or anyone involved in the preparation of candidates for NBEO examinations), whether committed before, during, or after an NBEO examination, is contrary to the principles of the Ethics Policy and, if committed by a candidate, is a violation of this Agreement and of the Ethics Policy:

- any receipt, acceptance or obtaining of, or any access or exposure to, any NBEO exam items or other exam materials, in whole or in any part, for any purpose whatsoever, and whether requested or not (excepting a candidate's access or exposure to exam items while taking the exam itself, which is permissible for the sole purpose of such candidate taking that administration of the exam);
- any review or use of NBEO exam items or other exam materials, in whole or in any part, for any purpose whatsoever;
- any copying, reproduction, reconstruction (whether by memory or otherwise), or compilation of NBEO exam items or other exam materials, in whole or in any part, for any purpose whatsoever;
- any publication, sharing, distribution, disclosure, or discussion of NBEO exam items or other exam materials, whether in whole or in any part, for any purpose whatsoever;
- any attempt or offer to do any of the above-described acts; and
- the failure to promptly report to the NBEO any of the above-described conduct, or threatened conduct, after learning of or having reason to believe that such conduct has occurred or is threatened.

8. I further acknowledge and agree that any such receipt, acceptance or obtaining of, or access or exposure to, or review, use, copying, reproduction, reconstruction, compilation, publication, sharing, distribution, disclosure, or discussion of NBEO exam items or other exam materials is prohibited regardless of the means by which it occurs. This includes, without limitation, whether written or oral, and whether in person or via internet, intranet, chat room, message board, social media, lectures, class notes, exam review course materials, email, text, phone, electronic, mechanical or other means or forums.

9. I further acknowledge and agree that any such receipt, acceptance or obtaining of, or access or exposure to, or review, use, copying, reproduction, reconstruction, compilation, publication, sharing, distribution, disclosure, or discussion of NBEO exam items or other exam materials is prohibited regardless of the purpose thereof, and such prohibited purposes include without limitation the following:

- For use in my own preparation for or taking of any current or future NBEO examination.
- For use by any other candidates in preparation for or taking of any current or future NBEO examination.
- For use by anyone else for the instruction or preparation of any candidate for any current or future NBEO examination.
- For purchase, sale, or other direct or indirect financial gain of me or anyone else, or for any offer for or attempt at such purchase, sale, or other financial gain.

10. I further acknowledge and agree that, without limiting the scope of any of the foregoing prohibitions, the following are additional specific examples of prohibited conduct with regard to the confidentiality and security of NBEO exam items:

- Using professional, paid, unpaid, repeat or other examination takers for the purpose of copying, reproducing, reconstructing or otherwise obtaining NBEO exam items or other exam materials, in whole or in any part.
- Sharing, disclosing, discussing, distributing, publishing, receiving, accepting, obtaining, copying, reproducing, reconstructing, compiling, reviewing, using, having access to or being exposed to material or information that is held out to be, or under all the circumstances is likely to be understood by the recipient as, any NBEO exam item or other "inside information" concerning NBEO exam content.

11. I understand that any impermissible receipt, acceptance, or obtaining of, or access or exposure to, or review, use, copying, reproduction, reconstruction, publication, sharing, distribution, disclosure, or discussion of NBEO exam items or other exam materials may:

- subject me or any other offending party to legal action by NBEO for copyright infringement and other civil claims;
- constitute theft of NBEO property which could subject me or any other offending party to criminal charges; and/or
- subject me or any other offending party to NBEO penalties or sanctions as provided further below in this Agreement.

12. In addition to the prohibitions described above, I acknowledge and agree that any cheating, collaboration, disruptive behavior, or other Improper Conduct during the exam, or in connection with registration for or administration of the exam, is prohibited and will constitute a

violation of this Agreement, and that I will not engage in any such conduct. Such additional prohibited conduct includes without limitation any of the following:

- Providing any false, forged or misleading information or documentation in connection with registration for or administration of any exam or at any time during the registration or examination process.
- Copying answers from another candidate.
- Permitting another candidate to copy answers from me.
- Communicating with any other person for the purpose of giving or receiving any prohibited assistance.
- Engaging in any other conduct contrary to the requirement that a candidate must pass the exam based on the candidate's own merit and without improper assistance or unfair advantage.
- Taking the examination while impersonating a candidate.
- Permitting or requesting an impersonator to take the examination on a candidate's behalf.
- Taking an Entry-Level Licensing Examination for a purpose other than my own licensure, or taking Other Exams for a purpose other than the purpose(s) for which such exam is administered.
- Possessing or having access to prohibited materials or property.
- Removing examination materials from the exam room.
- Engaging in any conduct which disrupts the examination environment or process.
- Verbally or physically abusing or harming, or threatening to abuse or harm, a proctor, another candidate, test center employees, NBEO personnel or their agents, including without limitation in telephone or written communications regarding registration, scheduling, exam administration, scores, or score reporting.
- Providing any false, forged or misleading information or documentation in connection with the procurement of score reports, transcripts, or any certificates issued by NBEO.
- Violating any aspect of the Ethics Policy.
- Failure to comply with any other NBEO policies, procedures and instructions in effect with respect to the administration of the examination.
- Aiding or abetting anyone else in any such cheating, collaboration, disruptive behavior, or other Improper Conduct.

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13. I understand that exam proctors have been instructed to adhere strictly to NBEO policies to prevent collaborative or disruptive behavior and to detect and report it if it occurs, and that proctors may, at their discretion, change any candidate's seat in order to minimize or eliminate copying, collaboration, or environmental disruptions or annoyances. I agree any such seating change, or any investigation of my behavior, does not constitute harassment or an allegation of cheating or other inappropriate conduct by NBEO.

#### **PENALTIES FOR IMPROPER CONDUCT**

14. I acknowledge, understand, and agree that for purposes of this Agreement, the term "Improper Conduct" by a candidate includes any of the following:

- Any conduct which violates or is prohibited by the Ethics Policy or by this Agreement.
- Any conduct which violates, subverts, contravenes, or is inconsistent with:
  - the integrity or security of any NBEO examination, or

- NBEO's purpose to ensure that a candidate's NBEO exam score accurately reflects the candidate's actual knowledge base and competence.
- Any other conduct deemed by NBEO in its sole discretion to be unethical, unprofessional, inappropriate, or improper in connection with the registration, taking, administration, integrity, or security of any NBEO examination.
- Any *attempt* to commit any Improper Conduct.
- Collaboration with or aiding or abetting others in Improper Conduct.
- Failure to promptly report to NBEO any Improper Conduct, or threatened Improper Conduct, after learning of or having reason to believe that such conduct has occurred or is threatened.

15. I further acknowledge that my obligation to comply with this Agreement and with the NBEO Ethics Policy is a matter solely of my own responsibility and professionalism; and I agree that it shall not be a defense to any allegation of Improper Conduct that:

- such conduct was suggested, encouraged, orchestrated, endorsed, or approved by any educator, authority figure, or anyone else, or
- such conduct is purported or believed to be, or is, a common or widespread practice.

16. I acknowledge, understand, and agree that the NBEO may make its determination of the existence or occurrence of Improper Conduct in its sole discretion, exercised in good faith, and that such determination may be based on any method or evidence deemed appropriate by the NBEO, including without limitation statistical evidence, observation, documentation, or other evidence.

17. I understand, acknowledge, and agree that the NBEO has the right and sole discretion, exercised in good faith, to determine the appropriate penalty or sanction for any Improper Conduct or violation of NBEO proprietary rights, including without limitation any one or more of the following:

- Disqualification from taking or continuing to sit for the current examination.
- Disqualification from taking any future NBEO examinations; such disqualification can be for any period of time that the NBEO determines is appropriate in the circumstances, perhaps even for multiple years, or permanently.
- Disqualification from reporting of my examination scores.
- Cancellation of my examination scores.
- Inclusion of a permanent score of "0F\*" in my score report, meaning that my score is zero, I failed, and the licensing board, school, or other third party to whom such score is reported may call the NBEO for more information. If the NBEO is contacted by such score report recipient for more information, the NBEO is entitled to provide that recipient with a summary of the NBEO's findings regarding my Improper Conduct.

18. I also understand and agree that the NBEO is entitled to all available legal and equitable remedies to enforce this Agreement and to protect NBEO's proprietary rights, including without limitation recovery of money damages and/or injunctive relief. I further agree that if NBEO prevails in any such action, then in addition to any other damages recoverable from me under applicable law, I shall be liable to NBEO for reasonable attorneys' fees, court costs, and investigative costs incurred by NBEO in connection with the successful claims in such action.

19. I also understand and agree that the NBEO reserves the right to:

- delete from scoring any exam item which is determined by NBEO (by use of statistical analysis or any other evidence) to have been exposed before the administration of the examination;
- cancel an exam administration if it has been determined that the security of the examination was violated prior to its administration; and/or
- cancel the examination scores of all candidates within a particular candidate population base if the NBEO determines that, due to widespread Improper Conduct among that candidate population (for example, widespread exposure to exam items), the validity and integrity of the exam results for that candidate population are compromised and therefore the scores cannot be relied upon for licensing purposes; and I understand and acknowledge that my score may be cancelled in such event even if I have not committed any Improper Conduct myself. (To avoid this specific unfortunate circumstance and to protect my exam scores and eligibility to take board exams, I am aware that NBEO strongly encourages candidates to report violations of the **Ethics Policy** as soon as they are perceived.)

20. I acknowledge and agree that the NBEO may investigate and assess a penalty or sanction for Improper Conduct at any time, regardless of the length of time that has elapsed between the occurrence of the Improper Conduct and NBEO's discovery of such conduct, and regardless of whether my score for the relevant exam has been reported or certified and regardless of whether I already may have been licensed to practice optometry based on the reporting of such score, provided NBEO pursues its investigation and penalty proceedings with reasonable diligence after becoming aware of such conduct.

21. I understand, acknowledge, and agree that the NBEO is the final authority that determines whether I have committed any Improper Conduct and the appropriate penalty or sanction for such Improper Conduct.

22. I understand and acknowledge that the effect of NBEO penalties or sanctions may be to delay or prevent me from obtaining a license to practice optometry.

23. I understand, acknowledge, and agree that the NBEO does not make any decisions regarding licensure, and that such decisions are solely within the province of the state licensing boards or other applicable licensing bodies. Or, if I am registering for an examination other than Entry-Level Licensing Exams, I understand, acknowledge, and agree that the NBEO does not make any decisions regarding certification, licensure or other credentials dependent on such exam, and that such decisions are solely within the province of the relevant third party body. I further understand and acknowledge that NBEO's sole functions are to develop, administer, and score NBEO examinations, and to report those scores to the licensing boards or other relevant third parties, and that the manner in which those scores are used or interpreted by the licensing boards or other bodies is solely within the province of such licensing boards or other bodies. Accordingly, I hereby waive and release the NBEO and its officers, directors, employees, and agents from, and agree to indemnify and hold them harmless from and against, any claims or liabilities arising out of or related to any licensure or other decision by a third party.

24. I hereby represent to the NBEO that I have not engaged in any Improper Conduct prior to signing this Agreement; and I agree not to engage in any such Improper Conduct at any time hereafter. I further acknowledge and agree that by sitting for and taking any NBEO examination, I will be deemed to have reaffirmed and updated my representation that:

- through the date of such examination, I have not engaged in any Improper Conduct;
- on the examination date, I will not engage in any Improper Conduct; and
- beyond the date of the examination, I will not engage in any Improper Conduct whatsoever, whether regarding any NBEO examination materials or otherwise.

25. I acknowledge and understand that if I do not agree to all of the terms and conditions of this Agreement as part of my registration for the exam, I will not be permitted to register for or take the exam. I also understand and acknowledge that on the day of the exam, I will be required to reaffirm my agreement to all of the terms and conditions of this Agreement and that if I do not do so, I will not be permitted to take the exam and I will forfeit my entire exam registration fee.



**BY CHECKING THE FOLLOWING BOX AND PLACING MY NAME IN THE BOX BELOW IT, I SIGNIFY MY AGREEMENT TO THE FOLLOWING:**

“I acknowledge that I have read all of the terms of the above **Candidate Exam Conduct and Exam Security Agreement** and that I understand such terms. I further acknowledge that I have read the entire NBEO Ethics Policy referred to above and that I understand such Ethics Policy. I agree to all of the terms of the above **Candidate Exam Conduct and Exam Security Agreement** as a condition to my registration for the exam, and I acknowledge that this agreement by me constitutes a legally binding contract with the NBEO.”

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Candidate Name	Date	OE Tracker #