

FIRST NAME _____

LAST NAME _____

STATEMENT OF CONFIDENTIALITY, ASSIGNMENT AND CONFLICTS OF INTEREST

This statement applies to and shall be executed by all National Commission for the Certification of Crane Operators (hereinafter "NCCCO") employees; officers; directors; volunteers serving on its Commission, committees and/or task forces; independent examiners; proctors; other persons materially assisting in NCCCO test development and/or administration; and any contractor performing services for NCCCO in connection with the development and/or administration of certification exams. All such persons are charged with upholding the policies and procedures of NCCCO.

As a consequence of NCCCO's due regard for the sensitive confidentiality and the personal privacy of each test participant and examiner; the restricted business secrets and substantial investments of NCCCO; the prevention of test compromise, loss, or unauthorized exposure of questions, processes, and procedures; and, the validation, integrity, and certification of the testing and credentialing systems; NCCCO requires that certain rules of conduct be agreed to by the persons and entities listed above, and, for good and valuable consideration, that they be made mandatory to preserve and protect the personal, privacy, confidentiality, business, property, and other implicated rights, as well as the public trust.

As a condition, and in consideration of being provided the opportunity to serve or work with NCCCO, and in recognition of the importance of the integrity of NCCCO's certification program, your signature(s) below certify that you have carefully reviewed the following statements and hereby agree to be bound by them. Thank you for your cooperation and your continuing work for and support of NCCCO.

CONFIDENTIALITY

1. I will not disclose, or cause to be disclosed, directly or indirectly, to anyone outside of NCCCO, its officers, directors, employees, committees, or task forces, any confidential information related to any certification program, including, but not limited to, the contents of past or present applications for certification, examination content and related test materials, test procedures, test question banks, grading systems, scoring results, NCCCO decisions and actions related to such applications (including disciplinary actions), and other related information (hereinafter collectively referred to as "Confidential Information"), except where authorized by NCCCO in the normal and usual conduct and administration of the examinations, practical tests, and reporting procedures. I will not disclose Confidential Information, either verbally or in writing.
2. I understand that, unless otherwise directed by NCCCO, the obligation to maintain the confidentiality of Confidential Information shall apply at all times and under all circumstances, including the period after the conclusion of my term, contact, service, employment, engagement and/or contract with NCCCO.
3. I will keep any and all Confidential Information in my possession in a safe and secure place, such as a locked hardcopy file drawer or a password-protected electronic file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information.

4. I will inform NCCCO promptly in the event that the confidentiality of Confidential Information is compromised due to events such as the loss or theft of materials or unauthorized access.
5. Upon expiration of my term, contact, service, employment, engagement and/or contract with NCCCO, I will promptly destroy or return to NCCCO, by courier or registered mail, any and all Confidential Information I have received or acquired during the course of my term, contact service, employment, engagement and/or contract with NCCCO. I will not retain any records, including electronic files, containing Confidential Information.

ASSIGNMENT

6. The copyright to any and all materials I prepare for NCCCO shall be considered works-for-hire under the federal Copyright Act and shall be owned by NCCCO. To the extent any materials I prepare are not to be considered works-for-hire, I hereby assign to NCCCO all right, title, and interest in any information or material authored, developed, conceived, modified, or otherwise created by me relating to any NCCCO certification program, examinations, applications, or policy documents, including but not limited to test items and any other copyrighted information.

CONFLICTS OF INTEREST

7. I will not engage in any actions that may constitute an actual, apparent, or potential conflict of interest with the mission and activities of NCCCO, and will disclose promptly to NCCCO any such conflicts of interest and any business, financial, or organizational interest and affiliations which are or could be construed to be an actual, apparent, or potential conflict of interest. I will recuse myself from deliberations and/or votes on any matter with respect to which I have or may have an actual, apparent, or potential conflict of interest.
8. All public or private disclosures, statements, press releases, interviews, or testimony concerning any actual, apparent, or potential conflict of interest are deemed to relate to confidential matters and shall be solely and only by prior written authorization from NCCCO.

GENERAL PROVISIONS

9. I agree to adhere to the policies and procedures established by NCCCO with respect to its intellectual property and Confidential Information, including any policies set forth in the most current edition(s) of applicable NCCCO manuals and handbooks. I will promptly inform NCCCO of any violation of NCCCO policies of which I may become aware at any time.
10. I agree to use any Confidential Information and other sensitive material provided to me for the exclusive purpose of implementing and/or administering the NCCCO program. Except where authorized by NCCCO, I will safeguard and protect all testing materials from any disclosure.
11. I will not in a false, misleading, or deceptive manner reference my participation with respect to, or any other information concerning, any NCCCO certification program or specific evaluations.
12. I agree that NCCCO shall be entitled to take any and all action necessary to protect the privacy and confidentiality of all participants of NCCCO's testing system.

13. I understand that any material breach of the confidentiality provisions of this agreement is likely to cause irreparable harm to applicants personally, or undue damage and compromise NCCCO's testing system. I further understand that any violation of this agreement will constitute a breach that may cause NCCCO substantial harm, and that remedies including injunctive relief will be available to NCCCO. I agree that any breach of this agreement shall be sufficient and adequate grounds for immediate termination, criminal prosecution, civil suit, injunction, and/or expulsion from NCCCO or its programs, as appropriate.

14. A breach of the confidentiality provisions of this agreement shall be defined to include any public or private acts taken or done by anyone without prior authorization by NCCCO, in contravention of the provisions of this agreement, outside the normal and usual course of NCCCO's operations.

15. I agree that any questions or other matter arising under this agreement, whether of validity, interpretation, performance or otherwise, will be governed by and construed in accordance with the laws of the State of Virginia, without regard to choice of law rules. All actions and proceedings arising out of or relating directly or indirectly to this agreement will be filed and litigated exclusively in any state court or federal court located in the State of Virginia. I expressly consent to the jurisdiction of these courts.

Agreed to:

Name (print)

Signed

Date

NCCCO USE ONLY

Date Reviewed:

By:

Name (print)

Signed