

## **AMERICAN COLLEGE OF VETERINARY INTERNAL MEDICINE**

## 2021 GENERAL AND SPECIALTY EXAMINATIONS CONFIDENTIALITY AND ACADEMIC INTEGRITY AGREEMENT

Examinations developed, produced, and/or administered by the American College of Veterinary Internal Medicine (the "College" or "ACVIM") are copyrighted, confidential, and proprietary materials created solely for the examination of candidates seeking Diplomate status in the College ("Candidate"). Candidates are expected to respect and ensure the confidentiality of the examination and any related materials as well as maintain academic integrity.

The undersigned candidate agrees to and understands the following:

- Possession of examination materials or content outside of the examination setting (other than by the College staff, examination committee members, or Diplomates involved in reviewing the examination ("Committee Member") is strictly prohibited, considered unethical, and constitutes academic dishonesty. Candidates who work with or are employed by a Committee Member shall not access, review, or discuss the examination with the Committee Member or any other person.
- Not to duplicate, reconstruct, write down, record, post electronically, make any type of record of, or verbally disseminate or discuss any part of the examination either verbatim, in general terms or otherwise before, during or after the examination for use by either the undersigned or any other persons (including other ACVIM Candidates or Diplomates).
- Not to access a cell phone, smart watch, camera, or any other electronic device at any point during exam administration and
  understands that if seen with any such device any time while the examination is being administered, or if at any time the device
  is audible, they will be disqualified from the examination; forfeit all fees; not receive any notice of my examination results; and
  any contingent Diplomate status will be rescinded.
- That no other person other than the ACVIM candidate registered for the exam will sit the examination in their place
- That no person(s) other than the ACVIM candidate registered for the exam is visible on camera or heard interacting with the ACVIM Candidate at any point during the exam
- To only use an ACVIM approved translational dictionary during exam administration
- To not make any notes or markings on scratch paper prior or in an ACVIM approved translational dictionary at any time prior to administration
- To make visible to the camera all scratch paper and ACVIM approved translational dictionary (if applicable) at the beginning of the exam administration, before and after bathroom breaks, and at the end of exam administration for each exam section
- To destroy/shred all scratch paper used during administration on camera at the end of test administration for each exam section

The undersigned candidate understands that if they violate any portion of this agreement, their examination may be invalidated, they may not be allowed to take the examination in the future, and they may forfeit their right to become an ACVIM Diplomate. They also agree to notify ACVIM staff member immediately should they become aware of any cheating or perceived cheating or any other violation of the terms of this Agreement by any other person(s).

The undersigned candidate understands that a violation of any portion of this Agreement is strictly prohibited, considered unethical, and constitutes grounds for immediate disqualification from taking the examination and/or invalidation of the examination and any other sanctions which ACVIM may impose in its sole discretion. Invalidation of the examination will result in a failing grade without any refund of the examination fee. Further, the undersigned will not receive any notification of his or her score and any Diplomate status that may have been granted contingent on the passing of the examination will be rescinded.

<u>Limitation of Liability and Damages</u>. To the extent permitted by applicable law, ACVIM, its officers, directors, employees, and agents (collectively, the "Released Parties) total liability to the undersigned Candidate, or to anyone claiming by or through the undersigned Candidate or on their behalf, for any claims, losses, or damages arising out of or resulting from or in any way related to the examination,

shall not exceed the test registration fees you paid to ACVIM, or \$100.00, whichever is greater. In no event shall the Released Parties be liable for any lost profits, or any exemplary, incidental, special, or consequential damages, including attorneys' fees and costs, resulting from, relating to or arising out of these terms or otherwise relating to the Exam or the ExamSoft's Software, technology, or its platform, certification with ACVIM, or lack thereof, even if advised of the possibility of such damage.

Additionally, ACVIM may take all appropriate actions to remedy or prevent any unauthorized disclosure or misuse of the materials, examination, or tests, including, without limitation, obtaining injunctive relief. Candidates are expected to visit the <a href="www.ACVIM.org">www.ACVIM.org</a> website to update ALL their contact information via the candidate dashboard. Please contact <a href="certification@acvim.org">certification@acvim.org</a> for any questions regarding pending certification requirements, online registrations or any other miscellaneous inquiries.

Signed
- <b>y</b>
Name
Candidate Identification Number