

Professional Certification Exam Non-disclosure Agreement

This Non-Disclosure Agreement (the “Agreement”) is made by and between the International Society of Sustainability Professionals, Inc. (ISSP), and you, the test taker (“Candidate”). In consideration for the right to take the ISSP Certification Exam Test, Candidate agrees to the following:

1. I certify that I am the person whose name and address appears on the ISSP Certification Exam registration information. I also certify that I am taking the ISSP Certification Exam in order to receive professional certification from ISSP and for no other reasons.
2. I understand and agree that the ISSP Certification Exams, the questions, and answers are Confidential Information owned by ISSP and protected by the laws of the United States and elsewhere, including but not limited to copyright laws. I agree that I will not discuss, or disclose the ISSP Certification Exams including questions and answers, in whole or in part in any form or by any means (orally, in writing, in any other media, in any internet forums or otherwise) to any third party or provide any third party access to the ISSP Certification Exams nor use the ISSP Certification Exams except as required to take the test.
3. I shall notify ISSP immediately upon discovery of unauthorized use or disclosure of Confidential Information or any breach of this Agreement, and shall cooperate with ISSP in every reasonable way to assist ISSP in mitigating the consequences of such use or disclosure and preventing further unauthorized use or disclosure.
4. I have read, understand, and agree to the terms and conditions described in the ISSP Candidate Handbook including without limitation, those related to the ISSP Certification Exam fees, retake and other testing policies and test cancellations for irregularities and inappropriate conduct.
5. I understand and agree if I provide false information or if I violate any ISSP Certification Exam rules or procedures, which include, but are not limited to, cheating; sharing information about ISSP Certification Exams in any way to any third party, and attempting to get advance information about the ISSP test from any source; then any one or more of the following may happen:
 - the ISSP Certification Manager may immediately dismiss me from the online test platform;
 - my ISSP Certification Exam may be canceled, without a refund;
 - I may be prevented from retaking the ISSP Certification Exam; and
 - I may face civil or criminal prosecution.
6. I understand that ISSP makes no representations or warranties as to the accuracy or completeness of any Confidential Information disclosed, and I agree that neither ISSP nor any of its officers, directors, Candidates, agents, members or attorneys will have any liability to me arising from my use of the Confidential Information.
7. I understand that the ISSP Certification exams are done online using ProctorFree test proctoring software and I agree to the terms described in the ProctorFree Terms of Use for Test Takers.
8. To the fullest extent permitted by law, all of the covenants and agreements contained in this Agreement will survive indefinitely. I also understand that the obligation not to use or disclose Confidential Information shall survive the completion of Testing Period, for so long as the information remains Confidential Information. I further understand that this Agreement extends to, and shall be binding upon, my heirs, successors and assigns.
9. This Agreement will be governed by and construed according to the laws of the State of Oregon, USA (excluding the choice of laws rules thereof). Candidate hereby consents to the jurisdiction of the courts of the State of Oregon, USA. Any suit brought hereon must be brought in the state or federal courts sitting in the State of Oregon, USA, the parties hereto hereby waive any claim or defense that such forum is not convenient or proper.

I have read, I understand, and I agree to comply with ISSP’S Candidate Non-disclosure Agreement.

Signature: _____ Date _____

Print your full name here _____

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11. **Applicable Law.** This Agreement will be governed by the laws of the State of North Carolina, U.S.A., without reference to conflicts of laws principles. The United Nations Convention on Contracts for the Sale of Goods does not apply to this Agreement. For purposes of all claims brought under this Agreement, each of you and ProctorFree hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Mecklenburg County, North Carolina.
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13. **General Terms.** You may not transfer, assign or delegate your rights or obligations under this Agreement. Any attempt to do so shall be null and void. You acknowledge that ProctorFree will have the right to seek an injunction if necessary to prevent a breach of your obligations under this Agreement. In the event that ProctorFree prevails in any proceeding or lawsuit brought by either you or ProctorFree in connection with this Agreement, ProctorFree will be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. Except as expressly provided in this Agreement, waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. This Agreement and the Privacy Policy incorporated into this Agreement constitute the entire agreement, understanding and representations, expressed or implied, between you and ProctorFree with respect to the subject matter described in this Agreement. This Agreement may not be amended or modified without ProctorFree's written consent.

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