

Virtual Oral Examination 2020 – Candidate Agreement

I hereby apply to the American Board of Ophthalmology (ABO) for the issuance of a certificate of qualification as a specialist in ophthalmology and for examinations relative to that certificate, all in accordance with and subject to the Rules and Regulations of the ABO. A complete copy of the Rules and Regulations is available on the ABO website. By electronically signing this Agreement and submitting it to the ABO, I agree to be legally bound by and to abide by all of the terms and conditions of this Agreement and the Rules and Regulations of the ABO. I agree that upon the issuance to me of a certificate of qualification, I shall become bound by the Bylaws of the ABO and shall remain bound by the Rules and Regulations of the ABO as they may be amended from time to time.

I hereby certify that I have read and accept the terms and conditions of this examination set forth in the Rules and Regulations of the ABO. I understand and agree that the virtual oral examination is supervised by examiners, staff, and others who are responsible to the ABO and are empowered by the ABO to ensure that the examination is conducted securely and appropriately and in accordance with the Rules and Regulations of the ABO.

I understand and agree that:

- (i) The ABO will verify my identity before I take the examination. I certify that all sources of identification I provide to the ABO for these purposes are true and accurate representations of my identity.
- (ii) I am responsible for ensuring that I am able to participate in the full 4-hour examination appointment in a quiet, distraction-free setting.
- (iii) I am responsible for supplying and using my own testing equipment, including a computer, webcam, internet access, and required software. I understand that this equipment must meet the technical requirements specified in the oral examination procedures manual and that I am required to test my equipment with the ABO prior to the examination. If I do not complete this equipment test at least 10 days before the examination, I waive my ability to retest in 2020 due to a failed test appointment.
- (iv) The ABO is not responsible for technical issues that may prevent the administration of the examination on the scheduled day or time. This includes equipment malfunctions and internet disruption. The ABO will not penalize me for examination administration failures on the part of the ABO or myself. If I am unable to test on the scheduled day and time due to technical failure on the part of the ABO or myself, I will be rescheduled to a future examination administration. If this happens, the ABO is not responsible for reimbursing me for time and materials spent in preparation for the examination or necessary increased preparation, including professional and personal time and materials used for examination preparation.
- (v) My examiners, in consultation with ABO leadership and staff, may terminate my examination, without appeal, if:
 - a. they determine, in their sole discretion, that my testing environment is not suitable for the examination; and/or
 - b. they are concerned about the examination security or my behavior regarding examination security, the integrity of the examination, and/or professional conduct.

- (vi) Examinations that are terminated prior to completion of the required number of questions being answered (partial examination) will not be scored, regardless of the reason.
- (vii) For the duration of the examination and break times, I may not use pen and paper, access written materials, record the examination in any manner, consult with other individuals, or operate phones, tablets, or other electronic devices.
- (viii) Any irregular behavior before, during, or after the examination, such as copying answers, sharing information, using outside resources, or otherwise giving or obtaining any unauthorized information or aid, evidenced by observation or otherwise, on any portion of the oral examination is cause for immediate termination of the examination, will be reported to the ABO, and constitutes grounds for the ABO to bar me permanently from all future examinations, to terminate my participation in the examinations, to invalidate the results of my examinations and any prior examinations, to withhold my scores or certificate, to revoke my certificate, and/or to take any other appropriate action, including legal action.
- (ix) The ABO may withhold my scores and may require me to retake the oral examination or other assessment if the ABO is presented with evidence demonstrating to the ABO, in its sole discretion, that the security of the examination may have been compromised, notwithstanding the absence of any evidence of my personal involvement in the compromising activities.
- (x) The materials and questions utilized in the oral examination are copyrighted as the sole property of the ABO and must not be removed from the test area or recorded, copied or reproduced in any way. I have read and I understand the **Copyright Notice and Agreement** and the **Non-Disclosure Agreement** below. Copying, recording, or reproducing copyrighted material, in whole or in part, is a federal offense and also constitutes grounds for the ABO to take one or more of the actions listed in (viii) above.
- (xi) The decision as to whether my grades and other performances on the ABO's examinations qualify me for a certificate of qualification rests solely and exclusively in the ABO, and that its decision is final.

I hereby waive and release and shall indemnify and hold harmless the ABO and persons in their capacities as the ABO's directors, members, officers, committee members, employees, and agents from, against and with respect to any and all claims, losses, costs, expenses, damages, and judgments (including reasonable attorney's fees) alleged to have arisen from, out of, with respect to or in connection with any action which they, or any of them, take or fail to take, any examination conducted by the ABO which I apply to take or take, the grade or grades given me on the examination and, if applicable, the failure of the ABO to issue me a certificate of qualification or the ABO's revocation of any certificate of qualification previously issued to me.

To help analyze the effectiveness of my training program, and to satisfy requirements of the Accreditation Council for Graduate Medical Education (ACGME) and ACGME Ophthalmology Review Committee, I hereby authorize the ABO to release, in confidence, to the director of the program in which I have trained, and to the chair of the department of which the program is a part, the results of my performance on the examinations conducted by the ABO.

COPYRIGHT NOTICE AND AGREEMENT

All ABO certification and maintenance of certification examinations, including the content and wording of examination questions, constitute confidential ABO information protected by copyright law. Any unauthorized receipt, copying, recording, possession, or transmission of ABO written, computer-based, or oral examination questions, content, props, or other materials ("Examination Materials"), for any purpose(s), either before the examination or after an examination administration, in whole or in part, by any means, including but not limited to reconstruction from memory, is strictly forbidden. Use of ABO Examination Materials, including that which may have been reconstructed from memory, for the purpose of examination preparation or training is also strictly forbidden.

I agree not to record, copy, or reproduce Examination Materials in whole or in part in any way, including but not limited to reconstruction from memory.

NON-DISCLOSURE POLICY

As noted above, all ABO examinations and Examination Materials are confidential and are protected by copyright law. The Examination Materials are made available to examinees solely for the purpose of becoming certified or maintaining certification in the specialty of ophthalmology. I am expressly prohibited from disclosing, publishing, reproducing, or transmitting any ABO examination or Examination Materials, in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.

EXAMINATION IRREGULARITY POLICY

I further understand that any violation of the Examination Irregularity Policy and/or the Non-Disclosure Policy and/or the Acknowledgement/Cooperation Agreement, or the giving or receiving of aid in connection with any ABO examination, or engaging in any other conduct that subverts or attempts to subvert the integrity of the examination or the ABO certification and maintenance of certification process is sufficient cause for the ABO to:

- Bar me from the examination and/or future examinations;
- Terminate my participation in the examination;
- Withhold and/or invalidate the results of my examination;
- Withhold my certificate;
- Revoke my certificate;
- Require me to pay the costs of the ABO's investigation; and/or
- Take other appropriate action against me, including legal action.

The ABO reserves the right to take whatever measures are necessary to protect the integrity of its examinations.

ACKNOWLEDGEMENT/COOPERATION AGREEMENT

In the event that I am aware of an examination irregularity or the ABO investigates a potential examination irregularity, I agree to report that information to the ABO and/or cooperate fully with the ABO and to provide all relevant information in my possession to the ABO. I understand and

agree that the failure to cooperate fully with the ABO will subject me to the disciplinary sanctions set forth above.

I have read the policies and this Application and Agreement carefully and I understand, agree to, and accept the obligations that the policies and the Application and Agreement impose on me.

I declare a dedication to provide ophthalmic services with compassion, respect for human dignity, and integrity.

By submitting this Application and Agreement electronically, I agree that this electronic form shall have the same legally binding effect as an original paper version would have.