



EC-Council Proctor Application

EC-Council

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PROCTOR APPLICATION FORM (version 3.3)

PROCTOR INFORMATION

First Name : _____ Middle Name: _____

Last Name : _____

Employer: _____

Address: _____

City/State/Zip: _____

Phone (W) : _____ Phone (M) : _____

E-mail Address : _____

Are you a qualified proctor/test administrator for any other vendor/s? YES NO

If yes, which vendor/s? _____

For how many years did you proctor vendor exams? _____

PROCTOR DECLARATION

I agree to serve as proctor for my employer, an EC-Council Testing Center. I confirm that I will execute my duties in a professional manner and ensure that there will be no conflict of interest involved. I will carefully review all the guidelines for administering this exam and will certify that each exam is administered in accordance with the guidelines supported to me by EC-Council. I hereby certify that all information I have provided is true and accurate and have signed the EC-Council Proctor Agreement.

I have attended the proctor training (live/ recorded) and understand the procedures to proctor the exam.

Signed by Proctor : _____ Date : _____

ETC Manager Name: _____

Test Center Name: _____

Test Center Address: _____

Signature: _____ Date: _____

Please send the completed and signed application form and the signed EC-Council Proctor Agreement (non-negotiable) to certmanager@eccouncil.org .

EC-Council

PROCTOR AGREEMENT (version 3.3)

This Proctor Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between the International Council of E-Commerce Consultants ("EC-Council") and _____ ("Proctor" / "you").

WHEREAS:

- (a) EC-Council is a certification body which distributes, licenses, and promotes cybersecurity and e-Business certification and training programs.
- (b) The parties hereto agree to enter into an independent contractor relationship whereby you agree to perform your duties as an EC-Council Proctor to proctor EC-Council tests only at EC-Council Test Centre ("ETC") that has sponsored your proctor application.

NOW, THEREFORE, in consideration of the promises and mutual covenants, the Proctor hereby agrees to the following:

1) **ACKNOWLEDGEMENT**

The Proctor acknowledges liability for any action that results in the breach of security of the exam questions or that would diminish the overall value of the examinations, certificates, testing center, or EC-Council. The Proctor agrees to abide by the policies and procedures issued by EC-Council.

The Proctor further acknowledges that there are, and shall be no commercial or other interest, conflicts or appearance of conflict, with their ability to proctor EC-Council examinations in an independent manner.

2) **TESTING PROCEDURES**

The Proctor shall maintain a professional decorum typical of all high-stakes testing environments throughout the testing process (for example, quiet room, no communication of any kind among examinees, and so forth). The Proctor shall utilize their own professional judgment to determine responses to specific requests or circumstances within the overall context of a positive, credible testing process.

To minimize data complications, the Proctor is encouraged to allow students to log in and begin testing as they arrive. It is not compulsory that all students begin or end at precisely the same time. The Proctor may supervise a maximum of 12 examinees at any one point in time. If more than 12 are to be tested concurrently, an assistant proctor must be present.

3) **PROCTOR QUALIFICATION CRITERIA**

The Proctor must meet all of the following criteria:

- a) Must be of minimum of 18 years of age; .
- b) Must not be a Certified EC-Council Instructor ("CEI") or a trainer with any EC-Council Accredited Training Centre (ATC) or Academia Partner.

- c) Must not be a student obtaining EC-Council certifications or any IT certifications during their tenure as a Proctor of the ETC who has sponsored their proctor application.
- d) Must not be a current examinee for any EC-Council certifications.
- e) Should be physically capable of observing activities throughout the testing site.
- f) Should be present during the entire testing period and must actively supervise the examination process throughout the entire time.
- g) Should enforce all policies and procedures for testing.

4) **PROCTOR RESPONSIBILITIES**

- (a) The Proctor shall abide by the EC-Council Code of Ethics, available at: <https://cert.eccouncil.org/code-of-ethics.html>;
- (b) The relevant policies and procedures, posted on the website, are subject to regular updates, and it is the responsibility of the Proctor to keep track of such updates posted on the website. EC-Council may exercise reasonable effort to communicate critical policy changes to the Proctor through email. However, the lack of email communication does not relieve the Proctor of the obligation to comply with and adhere to critical policies and procedures.
- (c) The Proctor will verify the examinee's eligibility as provided under EC-Council's Eligibility Policy, posted at: <https://cert.eccouncil.org/application-process-eligibility.html> to allow them to attempt the relevant EC-Council certification exam.
- (d) The Proctor shall verify a valid form of identification using government id with a photo for every examinee. The Proctor shall also verify the Certificate of Attendance (COA). The Proctor shall adhere to relevant data privacy laws for collection of such information. The Proctor shall maintain a record of all examinees attending the exam and provide a copy of those records to EC-Council and their respective ETC. The Proctor shall sign the student log provided by ETC.
- (e) The Proctor shall ensure the examinee does not use a cell phone, telephone, calculator, camera, or any electronic devices as reference material during the examination.
- (f) The Proctor shall ensure that the computer used to administer the online exam is only used to access the EC-Council approved testing engine. The Proctor shall also ensure a UPS is connected and in good working order.
- (g) The Proctor shall verify that the examinee has only one web browser open during the examination, and that such browser is exclusively pointed at the EC-Council approved testing engine.
- (h) The Proctor shall verify that the examinee does not perform prohibited activities during the examination, including but not limited to, tabbed browsing, internet searches, copying examination questions to a local computer, instant messaging, and no use of other electronic reference materials (including PDFs).
- (i) The Proctor agrees to proctor examinations for candidates who have been requested by EC-Council to retake the examinations for audit / security purposes.
- (j) The Proctor shall inform EC-Council's certification team immediately of their last day of working with the ETC that has sponsored their application. Sharing of proctor credentials, for any reason whatsoever will be a material breach of this Agreement and will make you liable for any breach.
- (k) The Proctor shall only proctor exams for the students of the ETC that has sponsored its proctor application. Any proctoring of exams for students of another ETC, shall be considered a material breach of the Agreement. EC-Council may in its sole discretion suspend or revoke the proctor status

of the Proctor and may further take such actions as may be required to protect the sanctity of EC-Council exams.

- (l) At the time of proctoring the examination, the Proctor should be physically present at the test center and ensure that they are themselves not using any mobile phone, laptops, electronic gadgets that may divide their attention.
- (m) The Proctor shall ask examinees to turn off all the non-permitted electronic devices prior to the start of the examination and store them in bags or any other secure place where the device is not accessible to them during the examination.
- (n) The Proctor shall not:
 - (i) Subject to clause 2 conduct remote, and/or group examinations of the examinees;
 - (ii) share their proctor credentials with any third party including but not limited to their ETC Managers, colleagues, trainers, CEI;
 - (iii) obtain any IT certifications or certifications offered by EC-Council during the tenure they serve as Proctor for EC-Council authorized ETC;
 - (iv) facilitate the use of unfair means in the exams either actively or passively and shall ensure to always be vigilant while proctoring the exams;
 - (v) search examinees, electronic devices or issue a general statement to examinees to disclose their possessions rather than a targeted request for specific unauthorized materials observed by the Proctor;
 - (vi) persist in attempting to confiscate unauthorized materials from an uncooperative examinee as such refusal to comply is a violation of the examination policies itself;
 - (vii) stop examinee from completing the examination.

5) **EXAMINEES RESTRICTIONS**

The Proctor shall ensure that the examinees are strictly prohibited from the following:

- a) Using of references or resources of any kind.
- b) Use of other computer programs or web browsers while logged in to EC-Council approved testing engine.
- c) Communication with other students, the trainer, Proctor or any individual who may assist them in answering any questions associated with the examination.
- d) Using a cell phone, smart phone, pager, calculator, camera, or any other electronic devices during the exam to either send or receive information associated with the examination.
- e) Engaging in prohibited activities during the examination, including but not limited to, receiving outside assistance tabbed browsing, Internet searches or blogs, copying down exam questions anywhere, instant messaging or using other electronic reference materials (including PDF and Word documents).

6) **PROCTOR'S OBLIGATION TO REPORT DISHONEST BEHAVIOR:**

In the event that an examinee attempts to circumvent these guidelines or if the Proctor observes any examinee acting in a dishonest way, the Proctor should immediately make a note of the name and credentials of that examinee and document the dishonest behavior in writing. The report of the observation should be immediately sent to EC-Council at certmanager@eccouncil.org for EC-Council's further action. The Proctor should also retain the unauthorized materials (except the electronic devices) necessary to document the

suspected dishonest behavior and submit the unauthorized materials to the certification manager along with the incident report within 24 hours of the incident.

7) **TERM AND RENEWAL**

The initial term of this Agreement is one (1) year, commencing on the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms, unless one party gives notice to the other party that it does not desire that the term be renewed, or the Agreement is terminated in accordance with Clause 8 of this Agreement.

8) **TERMINATION OF AGREEMENT**

- a. **Termination By EC-Council:** Without prejudice to any rights EC-Council may have under this Agreement or in law, equity, or otherwise, EC-Council may terminate this Agreement immediately, including termination of Proctor access, if the Proctor materially fails to comply with any of the terms of this Agreement ("Default"). Default shall include any of the following events:
- i. The Proctor fails to perform any of their obligations under this Agreement;
 - ii. The test center that the Proctor works for, is no longer an EC-Council Test Center (ETC);
 - iii. If any government agency or court finds that testing services as administered by Proctor, are defective or improper in any way, manner or form;
 - iv. If any actual or potential adverse publicity or other information said about the Proctor or their administration of testing services, causes EC-Council, in its sole judgment, to reasonably and in good faith believe that EC-Council's reputation will be adversely affected;
 - v. If the Proctor engages in misappropriation or unauthorized disclosure of any trade secret or confidential information of EC-Council or pirate any EC-Council test questions, or otherwise infringe any other Intellectual Property Right of EC-Council or engage in any other activities prohibited by law;
 - vi. If the Proctor administers the tests below the standard of quality and integrity determined by EC-Council in accordance with the EC-Council Code of Ethics;
 - vii. If the Proctor administers a test at a location not authorized by EC-Council as an approved testing location including but not limited to any remote proctoring;
 - viii. If the Proctor shares/discloses confidential information, i.e., proctor ID/password to any person.
 - ix. If the Proctor leaves the employment of the ETC for which the Proctor works for.

In the event that a Default occurs, EC-Council reserves the right to terminate the Agreement with immediate effect or by providing a notice of thirty (30) days depending upon the nature of default by the Proctor. The Proctor shall indemnify EC-Council for all losses and claims arising out of the termination of the Agreement due to an event of Default.

- b. **Termination by Either Party:** Each party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar days' prior written notice to the other party.
- c. Upon termination of this Agreement for any reason whatsoever, the Proctor will return all trademark collateral to EC-Council. Upon termination, all rights granted to the Proctor under this Agreement will

immediately and automatically revert to EC-Council. After termination of this Agreement, the Proctor shall cease from supervising any EC-Council examinations, unless approved otherwise through a written approval from the EC-Council Certification Department.

9) **CONFIDENTIALITY**

- a. EC-Council may, from time to time provide information to the Proctor which it considers to be confidential, and which shall, if tangible, be marked as such or if communicated orally, designated at the time and promptly confirmed in writing as such. Information that by its very nature can be deemed to be confidential whether or not marked or designated and confirmed as "confidential", shall be "Confidential Information" under this Agreement. For the purposes of this Agreement, "Confidential Information" shall mean to include but not be limited to any information disclosed by EC-Council whether orally or in written form, whether marked or not marked as confidential, including but not limited to exam items, materials, any notes or calculations, questions, exam methodologies, exam content and/or exam standards, together with all manuals, documents, memoranda, notes, log in credentials, analyses, forecasts and other materials in any medium whether now known or to be developed later, in English or in any language, whatsoever.
- b. Proctor shall hold Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party or use it for any purpose other than to proctor the exams. The Proctor further agrees not to create or engage in activities, either alone or jointly with others for the purpose of publishing any unauthorized material that contains Confidential Information and any portion of the Confidential Information. Further, Proctor shall not copy or attempt to make copies (written, photocopied, or otherwise) of any Confidential Information, including, without limitation, any exam materials, exam questions or answers. Proctor shall not reverse engineer, disassemble, decompile or replicate any Confidential Information.
- c. The Proctor agrees to defend, indemnify, and save EC-Council harmless from and against any and all damages, including reasonable attorney fees, sustained as a result of the unauthorized use or disclosure of EC-Council's Confidential Information.

10) **INDEMNIFICATION**

The Proctor agrees to indemnify and hold EC-Council harmless against any loss, damage, cost, or expense (including reasonable legal fees) arising out of any claims or suits made against EC-Council to the extent caused by the Proctor's negligence, wilful misconduct or breach of this Agreement. In no event will EC-Council be liable for any damages, including but not limited to direct, special, indirect, consequential, punitive, exemplary, or any similar type of damages arising out of or in any way related to this Agreement even if EC-Council has been advised of the possibility of such event.

11) **REPRESENTATION AND WARRANTIES**

- (a) Each party represents and warrants that it has the right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder.
- (b) The Proctor represents and warrants as follows:
 - (i) The Proctor shall comply with all applicable laws including data protection laws;

- (ii) The Proctor is not bound by any restrictive covenant or any obligation by any third party which would affect their rights and obligations under this Agreement or be detrimental to the interests of EC-Council;
- (iii) The Proctor shall ensure that it does not engage in any activities or enter into any agreements that would result in a direct conflict of interest with EC-Council that may undermine integrity of EC-Council examinations;
- (iv) Any potential conflicts of interest must be promptly disclosed to EC-Council.

12) **HANDLING OF DISPUTES**

Both parties agree that irreconcilable disputes will be amicably negotiated between the parties, and if that fails, the dispute shall be resolved through the courts sitting at New Mexico. This Agreement affects the Proctor's ability to participate in class or collective actions or proceedings. Proctor agrees to bring any dispute in courts, as provided under this clause, on an individual basis only, and not on class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective proceeding, for Proctor to participate as a member in any such class or collective proceeding. Each Party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this agreement or the transactions relating to its subject matter.

13) **APPLICATION OF LAW / LEGAL FEES**

The laws of New Mexico shall govern this Agreement. If any legal action, arbitration, or other proceeding is brought under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and other costs incurred in such action, arbitration or proceeding, in addition to any other relief to which it may be entitled.

14) **ASSIGNMENT**

Neither party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any prohibited assignment or delegation shall be null and void.

15) **NOTICES**

All notices and other communications required or permitted hereunder shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (i) sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight next business day courier, to the following addresses:

EC-Council
101C Sun Ave NE
Albuquerque, NM 87109
USA

or such other address as any party hereto shall have specified by notice in writing to the other party hereto. All such notices and communications shall be effective (i) when received or receipt refused if delivered by

personal delivery or overnight courier, or (i) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the address specified above.

16) **WAIVER**

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be made in writing, and signed by the waiving party to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

17) **SEVERABILITY**

If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

18) **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. The Proctor hereby agrees that EC-Council reserves the right to update the terms and conditions of this Agreement in accordance with its evolving practices. By continuing to be the Proctor, you agree to be bound by the updated terms and conditions of this Agreement.

19) **NO THIRD-PARTY BENEFICIARIES**

Nothing herein expressed or implied is intended or should be construed to confer upon or give to any Person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

20) **FORCE MAJEURE**

Neither the Proctor, nor EC-Council, shall be responsible for any delay in performance or failure to perform if caused by fire, flood, epidemic, pandemic, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the parties' control and occurring without the fault or negligence of the delayed or non-performing party.

21) **DISPARAGING REMARKS**

Proctor agrees that they will not make any disparaging remarks, whether orally or in writing, about EC-Council. The obligation under this paragraph includes, but is not limited to, refraining from making any disparaging,

degrading, or demeaning remarks or casting any aspersions on EC-Council, which might have a harmful effect on their reputations.

22) **INDEPENDENT CONTRACTOR**

The relationship between the Proctor and EC-Council established by this Agreement is that of independent contractors only. This Agreement does not give either party the power to direct or control the day-to-day activities of the other, constitute the parties as partners, joint ventures, co-owners, principal-agent, franchiser-franchisee, or otherwise, participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above:

By duly signing below, you hereby agree to abide by the terms stated in the Agreement. This Agreement shall not be deemed executed by EC-Council and shall remain ineffective until the acceptance by EC-Council has been communicated in writing to appoint the Proctor as the official EC-Council Proctor.

NAME OF THE ETC:

PROCTOR'S NAME:

DESIGNATION AT THE ETC:

DATE:

SIGNATURE: