



EC-Council Proctor Application

EC-Council

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PROCTOR APPLICATION FORM (version 3.1)

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 .

For Office Use only:

Approved By: _____ Date: _____

Password/Proctor ID sent: _____ Date: _____

Valid until _____

Comments _____

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PROCTOR AGREEMENT (version 3.1)

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

WHEREAS, EC-Council is a certification body which distributes, licenses and promotes Security and e-Business certification and training programs.

WHEREAS, you are an individual applying to become an EC-Council Testing Administrator or Proctor ("Proctor") status.

WHEREAS, the parties hereto agree to enter into an independent contractor relationship whereby you agree to perform your duties as an EC-Council Proctor to administer EC-Council tests only at authorized EC-Council Test Centers (ETC).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained as well as for other good and valuable consideration, the Proctor does hereby agree to the following:

1) ACKNOWLEDGEMENT

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

Proctor further acknowledges that no commercial or other interest conflicts or appears to conflict with his/her ability to proctor EC-Council tests in an independent manner.

2) TESTING PROCEDURES

An EC-Council proctor is expected to maintain a professional decorum typical of all high-stakes testing environments throughout the entire testing process (e.g., quiet room, no communication of any kind among examinees). Proctor may utilize his/her 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, 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. 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

Proctors for EC-Council exams must meet all of the following criteria:

- a) Minimum of 18 years old on the day of testing.
- b) Not a Certified EC-Council Instructor or a trainer within the centre conducting the exam.
- c) Not a student within the testing or training centre at any time during the current year.
- d) Not a current examinee.
- e) Physically capable of observing activities throughout the testing site.
- f) Able to be present during the entire testing period and willing to actively supervise the exam process throughout the entire time.
- g) Willing to enforce all policies and procedures for testing.

4) PROCTOR RESPONSIBILITIES

- a) The proctor shall abide by EC-Council Codes of Ethics posted at:
<https://cert.eccouncil.org/code-of-ethics.html>
- b) It is the proctor's responsibility to keep track of proctor policy and procedures updates posted on the webpage. EC-Council shall exert reasonable effort to communicate critical policy changes to proctors through email.
- c) The proctor will verify the examinee's eligibility under EC-Council's discretion to attempt the relevant EC-Council certifica on exam. EC-Council Eligibility Policy is posted at: <https://cert.eccouncil.org/application-process-eligibility.html>
- d) The proctor shall verify a valid form of identification with a photo for every examinee.
- 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 exam.
- 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 exam, and that browser

is exclusively pointed at the EC-Council approved testing engine.

- i) The proctor shall verify that the examinee does not perform prohibited activities during the exam including: tabbed browsing, internet searches, copying exam questions to a local computer, instant messaging, and no use of other electronic reference materials (including PDFs).
- j) The proctor shall report any attempt by the examinee to circumvent these guidelines to EC-Council immediately.
- k) The proctor agrees to administer exams for candidates who have been requested by EC-Council to retake the exam for audit/security purposes.

5) EXAMINEES RESTRICTIONS

Examinees are not allowed:

- a) References or resources of any kind.
- b) Use of other computer programs or web browsers while logged in to Prometric Prime or EC-Council approved testing engine.
- c) Communication with other students, the trainer, proctor or any outside assistance in answering any questions associated with the exam.
- d) Use of 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 exam.
- e) Engagement in prohibited activities during the exam such as 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).

In the event that a test-taker attempts to circumvent these guidelines, the proctor shall report their findings to certmanager@eccouncil.org within 24 hours of the incident.

6) AMENDMENTS

This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous oral or written agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

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 to Clause 8.

8) TERMINATION OF AGREEMENT

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 Proctor materially fail to comply with any of the terms of this Agreement ("Default"). Defaults shall include the following events:

- a. Proctor fails to perform any of his/her obligations under this Agreement.
- b. **The test center that the proctor works for, is no longer an EC-Council Test Center (ETC).**
- c. If any government agency or court finds that testing services as administered by Proctor are defective or improper in any way, manner or form.
- d. If any actual or potential adverse publicity or other information said about Proctor or his/her 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.
- e. If 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.
- f. If Proctor administers test below the standard of quality and integrity determined by EC-Council in accordance to the Proctors Code of Ethics.
- g. If Proctor administers a test at an EC-Council unauthorized testing location
- h. If Proctor share/discloses confidential information i.e proctor ID/password to any persons i.e ATC, Students, ATC Personnel

In the event that a Default occurs, EC-Council will use reasonable efforts to provide Proctor with written notice of termination of the Agreement.

Termination by Either Party: Each party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar days' prior notice to the other party.

Upon termination of this Agreement for any reason, Proctor will return all trademark collateral to EC-Council. Upon termination, all right granted under the Agreement will immediately and automatically revert to EC-Council.

9) CONFIDENTIALITY

EC-Council may, from time to time provide information to Proctor which it considers to be confidential shall, if tangible, be marked as such or if communicated orally, designated at the time and promptly confirmed in writing as such. Information that is so marked or designated and confirmed, and the Proctor access to Prometric Prime and EC-Council approved testing engines regardless of form or designation, shall be "Confidential Information" under this Agreement.

Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid the disclosure to third parties as is used with respect to Proctor own Confidential Information, not less than a reasonable degree of care.

Confidential information shall not be disclosed by Proctor to any other third party without the prior written consent of EC-Council.

10) HANDLING OF DISPUTES

Both parties agree that irreconcilable disputes will go to mediation, and, if that fails, by binding arbitration, costs shared equally.

11) APPLICABLE 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.

12) 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.

13) 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), (ii) 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 (ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the address specified above.

14) FORCE MAJEURE

Neither Proctor nor EC-Council shall be responsible for any delay in performance or failure to perform if caused by fire, flood, 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.

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 to appoint the proctor as the official EC-Council Proctor.

Proctor Name:

Date :

Signature :