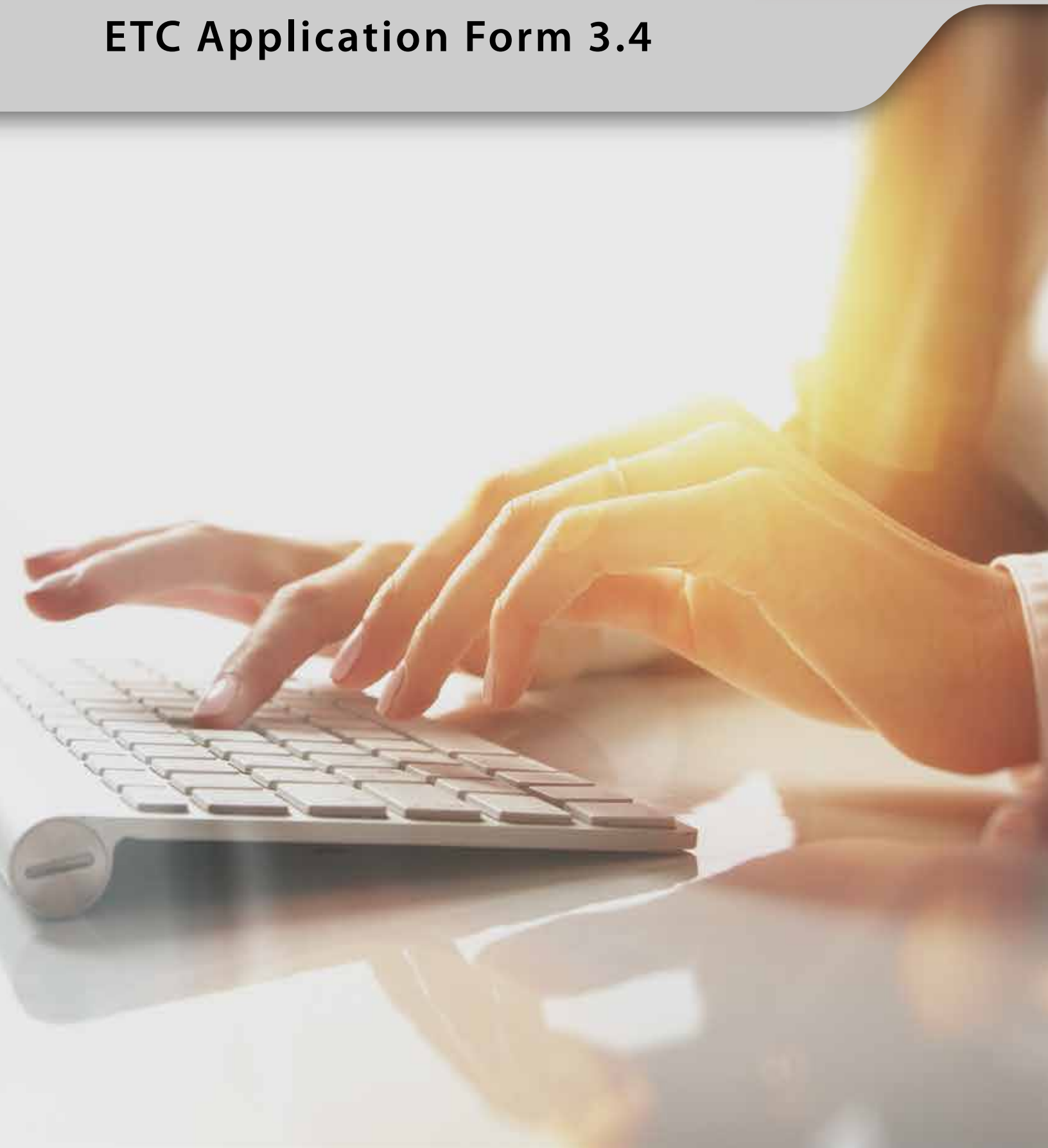


# ETC Application Form 3.4



# EC-Council Test Center (ETC) Form

Date : .....

ETC Name : .....

Phone No. : .....

Location : .....

ETC Contact Person : .....

Email Address : .....

## Checklist for Submission

Kindly tick on each item submitted. Any incomplete application will be rejected and ETC will need to submit the full documentation.

- ETC Agreement
- EC-Council Proctor Application Form
- EC-Council Proctor Agreement

Kindly take note that the ATC Manager and the nominated Proctor should not be the same person.

# EC-Council Test Center (ETC) Form

\*\* Please fill in block letters to avoid errors in processing your application.

** Proctor Name	** Proctor Email ID

**NOTE:**

1. Only Authorized Training Centre's may apply to become EC-Council's Testing Centre.
2. Please include individual Proctor Application Form & Agreement for each proctor nominated above.



# **EC-Council Test Center (ETC) Agreement**

**EC-Council**

# EC-Council

## TEST CENTER (ETC) AGREEMENT

This EC-Council Test Center Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the International Council of E-Commerce Consultants (EC-Council), and \_\_\_\_\_ ("ETC")

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

WHEREAS the parties hereto agree to enter into an independent contractor relationship whereby ETC agrees to perform its duties as an ETC to administer EC-Council tests at authorized EC-Council testing locations.

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

### 1) **TESTING ROOM FACILITIES**

- (a) The testing room shall be quiet and free from distractions such as conversations and general facility traffic.
- (b) The testing room shall be pleasantly and comfortably furnished. The room shall be well lighted, has proper ventilation and is temperature controlled during testing for general comfort.
- (c) The testing room shall contain no materials (reference texts, posters etc.) that is related to the subject matter of the tests.
- (d) The ETC and testing room must meet American Disabilities Act (ADA) requirements for disabled persons access, or other similar disabled persons requirements according to local law and at minimum, permit wheelchair access.

### 2) **IMMEDIATE TESTING AREA**

- (a) ETC shall have:
  - (i) a non-interruptible power supply
  - (ii) visual monitoring of examinees through a window or via a video monitor. The viewing window or video monitor must be within easy viewing distance of the proctor's work area, if the Proctor is not in the same room. The use of audio monitoring is also recommended as an aide to proctoring.

### 3) **STAFF**

- (a) The ETC shall nominate at least one person to be authorized by EC-Council as a Proctor (Please note: Individuals holding IT certifications that are directly conflicting with EC-Council certifications, or currently pursuing the same, cannot serve as Proctors.)
- (b) A Proctor must:
  - (i) Attend the official Proctor training (live/recorded) provided by EC-Council.
  - (ii) Sign the EC-Council Proctor Agreement.

- (iii) Not be involved in any activities or actions which might suggest a conflict of interest regarding the content of the tests to be administered.
- (iv) Manage daily ETC operations and
  1. be available to administer tests during scheduled testing hours;
  2. be skilled at customer service relations and committed to providing high-quality services to all examinees;
  3. be skilled in test administration and secure proctoring;
  4. be skilled in handling difficult situations with professionalism;
  5. speak English and be over the age of 18.
- (v) Manage ETC communications and online communications with EC-Council.

#### 4) **OPERATIONS**

- (a) The ETC must:
  - (i) Agree to use EC-Council approved testing engines/platforms to proctor exams.
  - (ii) Participate actively in EC-Council's quality assurance program.

#### 5) **TECHNOLOGY REQUIREMENTS**

- (a) EC-Council requires the following mandatory and preferred hardware, software and network requirements:
  - (i) High speed Internet access preferably T1 speed or higher
  - (ii) Windows 7 or above
  - (iii) Latest version of Internet Explorer (IE), Google Chrome, Firefox, Safari
  - (iv) Adobe Acrobat reader 8.0 or higher
  - (v) Printer
  - (vi) Must be able to access: <https://www.eccexam.com>.

#### 6) **ETC'S RESPONSIBILITIES**

- (a) ETC agrees that it will maintain and provide at ETC's sole expense all of the following:
  - (i) **Software Security:** ETC agrees to maintain and utilize EC-Council's required software security mechanisms which will be used to monitor and maintain the security of all proprietary and confidential information, tests, tests items and testing software.
  - (ii) **Data Privacy:** ETC agrees that it will only use examinee names or examinee-related personal information obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this Agreement and in compliance with applicable data protection laws.
  - (iii) **Physical Security:** ETC agrees to provide a testing facility ("Facility") convenient for access by examinees (including those who are disabled) and suited for secure testing purposes, as specified by EC-Council.
  - (iv) **Commencement of Testing:** ETC agrees that it will have all hardware and software installed and be prepared to administer tests within thirty (30) days of the Effective Date of this Agreement.
  - (v) **Convenience:** ETC can offer different tests simultaneously.
  - (vi) **Immediate Scoring and Results:** EC-Council computer-based tests can be scored immediately and exam transcripts may be printed for examinees before they leave the ETC.

- (vii) **Comfort:** Every ETC is designed to minimize distractions and ensure that examinees are able to perform at their best level. Each ETC will ensure comfortable seating, proper lighting and ventilation.
  - (viii) **Security:** No electronic devices, CDs and other peripherals are used at individual workstations, ensuring that there is no possibility of tampering or exposure to computer viruses.
  - (ix) **Prior proctor approval:** In the event that the ETC receives a request to proctor any candidate from another ATC (Accredited Training Centre) or Academia Partner, the ETC should get prior approval from the Examination Department of EC-Council.
  - (x) **Another ETC:** The ETC shall send a written communication seeking permission of EC- Council prior to allowing any student from taking exam at any other authorised EC-Council ETC. EC-Council reserves the right to accept or reject such a request on a case-by-case basis.
  - (xi) **Completion of training:-** The ETC shall ensure that only the students that have completed their training with an EC-Council Accredited Training Centre (ATC) or Academia Partner are allowed to attempt the certification examinations.
  - (xii) **Confidentiality of certification examinations:** The ETC shall ensure that the students attempting the certification examinations shall maintain the confidentiality of the certification examination. Failure to meet this requirement shall result in termination of the ETC Agreement and the revocation of examination results of the exam candidates.
  - (xiii) **Conduct of certification examination:** ETC shall allow students to take certification examinations only at an EC-Council approved testing centre. EC-Council shall, in its sole discretion, reserve the right to terminate the ETC Agreement, without prior notice should ETC allow any student to attempt certification examinations at a location not authorised or approved by EC-Council and/or allows for an examination to be taken or proctored remotely, via electronic means or otherwise, or any other means not certified by EC-Council.
- (b) TC covenants to understand that the certification examination voucher shall be valid for period of one year from the date of purchase of the EC-Council Official Courseware.
  - (c) TC covenants that in the event that an examinee attempting exam at its test centre attempts to circumvent the examination guidelines or if the proctor of the TC observes any examinee acting in a dishonest way, the TC 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](mailto:certmanager@eccouncil.org) for EC-Council's further action. The TC should take from Proctor the retained 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.
  - (d) The TC shall maintain end-to-end data log of the students, attempting exams at its test centre. This data shall include but not be limited to personal details of the student, attendance details which will be made available to EC-Council for audit purposes. The TC shall be solely responsible for complying with applicable data protection laws pertaining to the protection of student data.
  - (e) The TC shall immediately inform EC-Council if any proctor sponsored by TC leaves the employment of TC. The TC shall not directly or indirectly cause the proctor to disclose its login credentials to any other party within or outside its organization.

## **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 the term to 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, if ETC materially fails to comply with any of the terms of this Agreement ("Default"). Defaults shall include the following events:
- (i) ETC fails to perform any of its obligations under this Agreement.
  - (ii) If any government agency or court finds that testing services offered by ETC are defective or improper in any way, manner or form.
  - (iii) If any actual or potential adverse publicity or other information said about ETC or its 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.
  - (iv) If ETC engages in misappropriation or unauthorized disclosure of any trade secret or confidential information of EC-Council or pirate any EC-Council test questions or products, or otherwise infringe any other Intellectual Property Right of EC-Council or engage in any other activities prohibited by law.
  - (v) If ETC administers test below the standard of quality and integrity determined by EC-Council, as outlined in EC-Council Codes of Ethics.
  - (vi) If ETC administers a test at a location not authorized by EC-Council as an approved testing location.
  - (vii) If ETC administers a test remotely or through any means that is not authorized by EC-Council.
- (b) 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 ETC.
- (c) **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.
- (d) Upon termination of this Agreement for any reason, ETC will return all trademark collateral to EC-Council. Upon termination, all right granted under the Agreement will immediately and automatically revert to EC-Council. The ETC covenants that during the term of the ETC Agreement, the ETC shall (i) not conduct exams for the students who have undergone training at another ATC or Academia Partner (respectively), not authorized by EC-Council, without seeking prior written approval from EC-Council Exam Department (ii) conduct exams only for the students of its own ATC or Academia Partner (respectively), unless otherwise specifically permitted by EC-Council.

## **9) CONFIDENTIALITY**

- (a) EC-Council may, from time to time provide information to ETC 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 is so marked or designated and confirmed, shall be "Confidential Information" under this Agreement.

- (b) 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 ETC's own Confidential Information, not less than a reasonable degree of care.
- (c) Confidential Information shall not be disclosed by ETC to any other third party without the prior written consent of EC-Council. ETC 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 the other party's Confidential Information.

## **10) HOLD HARMLESS PROVISION**

ETC 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 ETC's negligence or willful misconduct. In no event will either party be liable to the other for any special, indirect, consequential, punitive, exemplary or any similar type of damages arising out of or in any way related to this Agreement. In no event shall EC-Council be liable for any damages arising out of or in relation to this Agreement.

## **11) REPRESENTATIONS 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) ETC further represents and warrants as follows:
  - (i) ETC shall comply with all applicable laws including data protection laws;
  - (ii) ETC is not bound by any restrictive covenant or an 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) ETC 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 exams.
  - (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 courts sitting in New Mexico.

## **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 in writing 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.

## **19) NO THIRD PART 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 MAJUERE**

Neither ETC 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**

Both parties agree that they will not make any disparaging remarks, whether orally or in writing, about EC-Council or the ETC, their subsidiaries and/or related entities, their products, services, officers, board of directors, managers, supervisors, and employees, to any persons whatsoever during the term of this Agreement. 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 or the ETC which might have a harmful effect on their reputations.

## **22) GOVERNANCE**

ETC acknowledges that the relationship with the EC-Council is governed by this Agreement and that they will comply with the terms of this Agreement.

## **23) INDEPENDENT CONTRACTOR**

The relationship of ETC and EC-Council established by this Agreement is that of independent contractors. 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 to appoint the proctor as the official EC-Council Proctor.**

**ETC:**

**NAME:**

**DATE:**

**SIGNATURE:**