

## APPLICATION AND AGREEMENT, COPYRIGHT NOTICE AND AGREEMENT, NON-DISCLOSURE POLICY, EXAM IRREGULARITY POLICY AND ACKNOWLEDGEMENT/COOPERATION 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 are available on the ABO website. By electronically signing this Application and Agreement and submitting it to the ABO, I understand and agree that the ABO may confirm the information contained herein and may request from third parties confidential information relating to my medical training and background. I further agree to be legally bound by and to abide by all of the terms and conditions of this Application and 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 the information given in this Application and Agreement is true and accurate to the best of my knowledge, that any photographs submitted are recent photographs of me and 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 eligibility for the written and oral examinations is determined by the Credentials Committee, and that the Written Qualifying Examination will be supervised by proctors and the Oral Examination by examiners who are responsible to the ABO and are empowered by the ABO to ensure that the examination is conducted ethically and in accordance with the Rules and Regulations of the ABO. I understand and agree that (i) any misrepresentation in this Application and Agreement or in any other document or other information I submit to the ABO (including the verification of my identity when I submit this Application and Agreement and when I take the examinations), or (ii) any offer of financial benefit to a director, officer, employee, proctor, or other agent or representative of the ABO in order to obtain a right, privilege or benefit not usually granted by the ABO to similarly situated candidates, or (iii) any irregular behavior before, during or after the examination such as copying answers, sharing information, using notes, or otherwise giving or obtaining any unauthorized information or aid, evidenced by observation, statistical analysis of answer sheets, or otherwise, on any portion of the Written or Oral Examinations will be reported to the ABO and will constitute 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. I also understand and agree that the ABO may withhold my scores and may require me to retake one or more portions of the Written and/or Oral Examinations if the ABO is presented with evidence demonstrating to the ABO, in its sole discretion, that the security of those portions of the examination may have been compromised, notwithstanding the absence of any evidence of my personal involvement in the compromising activities. I recognize that the examination questions of the Written Qualifying Examination and 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 reproduced in any way and that reproduction of copyrighted material, in whole or in part, is a federal offense and also may subject me to the sanctions listed above. I understand and agree that 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 as a result of or in connection with this application, 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 ACGME and the RRC, 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, possession, or transmission of ABO written, computer-based or oral examination questions, content, props, or other materials ("Examination Materials"), either before the examination, on-site, 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 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. You are 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.

#### EXAM IRREGULARITY POLICY

I further understand that any violation of the Exam 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 the ABO investigates a potential examination irregularity, I agree to 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.*