

Non-Disclosure Agreement



This Agreement (the “Agreement”) is made by and between the Association of Climate Change Officers (“ACCO”) and (“Applicant”). In order to take ACCO certification exams and to apply for ACCO credentials, Applicant is required to agree to the following provisions:

1. Applicant attests that he/she is the person taking the exam(s) and that he/she has provided ACCO with current and accurate information in all registration and application paperwork related to the credential and corresponding exams.
2. Applicant understands and agrees that the exams, the questions, and answers are Confidential Information owned by ACCO and protected by the laws of the United States and elsewhere, including, but not limited to copyright laws. Applicant agrees not to discuss or disclose information about the exams such as questions or answers, in whole or in part, in any form or by any means (orally, in writing, in any other media, in any internet forums or otherwise) to any third party or provide any third party access to the exams.
3. Applicant understands that the exams may only be taken for the purpose of earning an ACCO credential or satisfying an employer requirement. All other purposes must be approved in writing by ACCO prior to taking any ACCO administered exam.
4. Applicant shall notify ACCO immediately upon discovery of unauthorized use or disclosure of Confidential Information or any breach of this Agreement, and shall cooperate with ACCO in every reasonable way to assist ACCO in mitigating the consequences of such use or disclosure and preventing further unauthorized use or disclosure.
5. Applicant has read, understands, and agrees to the terms and conditions described in the ACCO Code of Ethics and Conduct (published at <http://www.ACCOonline.org/ethics/>), as well as the exam guidelines (published at <http://www.ACCOonline.org/exams/>).
6. Applicant understands and agrees that a breach of this Agreement, the exam guidelines or the ACCO Code of Ethics and Conduct, which may include, but is not limited to, cheating and sharing information about the exams in any way with any third party, may result in ACCO taking punitive actions such as issuing a failing grade for the exam, banning Applicant from ACCO membership and credentialing programs, and in extreme instances, civil or criminal prosecution.
7. To the fullest extent permitted by law, all of the covenants and agreements contained in this Agreement will survive indefinitely. Applicant understands that the obligation not to use or disclose Confidential Information shall survive the completion of the Testing Period, for so long as the information has been classified by ACCO as Confidential Information. Applicant further understands that this Agreement extends to, and shall be binding upon, Applicant’s heirs, successors and assigns.
8. This Agreement will be governed by and construed according to the laws of the District of Columbia. Applicant hereby consents to the jurisdiction of the courts of the District of Columbia.

I have read, I understand, and I agree to comply with all terms in this Agreement.

APPLICANT:

Full name: _____ Address: _____

Signature: _____

Date: _____