

Read the following terms and conditions carefully.

This Candidate Agreement (the "Agreement") is between the Carpenters International Certification Council ("CICC") and You ("Candidate", "You", "Your") for participating in a certification program offered by the Carpenters International Certification Council (the "Certification Program").

You understand and agree that participation in the Certification Program is strictly conditioned upon compliance with all CICC Policies and Procedures applicable to the Certification Program. By signing this Agreement, You agree to abide by and adhere to all CICC Policies and Procedures of the Certification Program, as such policies now exist, and as they are amended by CICC and updated in this Agreement in the future. The Candidate understands and agrees that failure to follow CICC Policies and Procedures regarding the Certification Program shall result in Candidate's inability to obtain Certification or remain Certified.

1 DEFINITIONS

1.1 "Certification Designation" shall mean the specific Certification Program certification title and acronym granted to the Candidate upon successful completion of and compliance with the policies and procedures of the Certification Program as specified in this Agreement.

1.2 "Certification Exam", "Exam", or "Test" shall mean the applicable certification test for the particular trade for which the Candidate has registered.

1.3 "Certification Requirements" shall mean those requirements specified or referenced in this Agreement, the Code of Conduct, and the Candidate Information Brochure for a specific Certification Program that You must meet in order to use and maintain the Certification Designation and use the Logo in accordance with the terms of this Agreement.

1.4 "Logo" shall mean any one of the Program word marks and/or symbols established by CICC which a Candidate may use to indicate active Certification, subject to CICC use restrictions.

2 CERTIFICATION

2.1 Certification Requirements. In order to obtain a Certification Designation, You must be a member of the United Brotherhood of Carpenters (UBC); have successfully completed all prerequisites as identified in the Candidate Information Brochure; achieve passing score(s) on the test(s), as required by the Certification Program; and accept the terms and conditions and adhere to all policies and procedures outlined in this Agreement. CICC reserves the right to change the Certification Requirements, including but not limited to changing the policies and procedures for any Certification Exam.

2.2 Certification Designation Rights. Upon completion of the applicable Certification Requirements and subject to the terms of this Agreement, CICC grants You the right to designate Yourself, and

only Yourself, with the Certification Designation. This right allows you to use the CICC Designation to promote Your Designation on Your resume, business cards, marketing collateral, letterhead and website solely in connection with Your provision of services for which You have a current, valid Certification Designation. You agree that the Logo is owned solely and exclusively by the CICC. If Your Certification Designation is cancelled for any reason, You agree to immediately stop any and all usage of the designation. You agree not to use the CICC Logo or confusingly similar Logo in any manner that would diminish, tarnish or otherwise damage CICC's image or reputation, or the goodwill associated with the Logo.

2.3 Certification of Minors. If You are under the age of 18, You are not eligible to take the Overhead Crane Certified Operator (OCCO) Certification Exam. All candidates must be at least 18 years old.

2.4 Term. Subject to the terms of this Agreement, the Agreement shall remain in effect through the entire period of certification.

2.5 Recertification. To renew Your certification, You are required to meet all requirements as identified in the Candidate Information Brochure for the Certification Program.

2.6 Termination. You may terminate this Agreement at any time upon written notice to CICC. Upon doing so, You will cease to be certified through CICC. CICC reserves the right to terminate this Agreement for cause and revoke Your Certification Designation at any time. You will be notified of termination by written notice to You (sent to Your last known mailing and email address). Upon termination of this Agreement, all rights related to Your Certification Designation will immediately terminate.

2.6a. Cause for Termination shall include, but is not limited to, the following:

- (i) Any breach of this Agreement, including non-compliance with CICC Policies and Procedures, which remains uncured for 30 days following notice of breach by CICC;
- (ii) CICC's determination, in its sole discretion, that You have cheated on any Certification Exam, have aided in the cheating of a Certification Exam, or have disclosed test questions of any Certification Exam to a third party; or
- (iii) Your misrepresentation of Your Certificate Designation.

3 TEST REGULATIONS

You agree to comply with all testing regulations required by CICC and/or CICC's authorized contractors administering the Certification Exam(s) including, without limitation, the policies listed below.

3.1 Cheating. You agree that all work submitted by You in completing any and all components of the Certification Exam and in satisfaction of the Certification Requirements, including Certification Exam answers, assignments, and personal registration information is entirely Your own. You will not: (i)

provide or accept improper assistance; or (ii) use unauthorized materials that are in any way related to the Certification Requirements. Additionally, You agree to allow no persons to use any of Your Certification Exam answers, assignments, and personal registration information. Violation of any term of this provision is cause for termination of this Agreement.

3.2 Disclosure and Misuse of the Test. You understand and agree the Certification Tests, and all information provided to You that relates to or arises out of the Tests, including, but not limited to, specific questions, content, structure, and organization of the Tests shall be deemed to be the confidential and proprietary information of CICC. You are expressly prohibited from disclosing, publishing, reproducing, transmitting, or requesting any Confidential Information, in any form, to or from any third party at any time, including after successfully receiving a Designation.

3.3 Other Misconduct. You agree that You will not (i) falsify Your identity or impersonate another individual; (ii) forge any Certification Designation certificates, Certification Exam score reports, identification cards, or any other Certification Exam records; (iii) engage in fraudulent conduct or misrepresent Yourself as Certified when You have not successfully met the applicable Certification Requirements; (iv) misuse or disclose any confidential identifying information used in the Certification Program testing activities; (v) engage in any other misconduct that could be considered by CICC, in its sole discretion, as compromising the integrity, security, or confidentiality of the Certification Exam or the Certification Program.

3.4 Retesting Policy. You agree to comply with CICC's Certification Exam re-test policy when retaking any Certification Exam that You previously failed. You may retake a written test after 30 days from the date of the failed examination. There is no waiting period to retake a practical test, as applicable to the Certification Program. All re-testing must be completed within the time frame specified in the Candidate Information Brochure.

3.5 Compliance with Proctors. You agree to comply with all Proctor instructions given in good faith before, during, and after all CICC examinations. This includes agreeing to comply with instructions governing what you are allowed to take into and out of test sites. If You believe a Proctor is not operating in good faith, You may report Your concerns on the Candidate test comment form or file a complaint (see Section 6, below).

3.6 What to Bring and Not Bring on Test Day. When reporting for any written or practical examination, candidates must present the proper ID and be eligible for the exam. You must be registered and admitted to the test room before the door is closed. Once the door is closed, You will not be allowed to test. There are certain restrictions on apparel that may be worn and items that may or may not be brought into the test room. Please refer to the Candidate Information Brochure for a complete list of restricted items. **Candidates who do not abide by these policies will be dismissed and their test will be voided.**

4 CICC ACTION FOR NONCOMPLIANCE

If the CICC Professional Ethics and Disciplinary Committee (PEDC) determines that You have violated any policies set forth in this Agreement, the PEDC reserves the right to take disciplinary action including, but not limited to, the following:

1. No action required
2. Require partial re-evaluation to maintain certification
3. Require full re-evaluation to maintain certification
4. Void certification or prevent future attempts at certification
5. Bar individual from CICC certifications for a certain period of time
6. Bar individual from CICC certifications indefinitely

4.1 Disciplinary Action. Once a decision has been made, a written decision letter will be provided to the alleged violator outlining the disciplinary action(s) decided upon by the CICC Professional Ethics and Disciplinary Committee (PEDC).

4.1a. *Disciplinary Appeals.* The action of the PEDC may be appealed by the designee or the appellant by submitting the appropriate appeal form to CICC. The full appeal process, including the steps a candidate must take to file an appeal, is outlined in Candidate Information Brochure.

4.2 Civil Action. CICC reserves the right to take civil action in the event of a violation of this Agreement, including the right to seek monetary compensation for costs associated with replacing a certification examination of which You have compromised the security.

5 CONFIDENTIALITY AND OWNERSHIP

Candidate shall agree to take all necessary, reasonable and prudent steps to protect the Confidential Information. You shall agree to inform CICC, immediately, if You disclose any Confidential Information or have knowledge of such disclosure by any other party.

5.1 Candidate Scores. Each Candidate who completes the certification assessments is provided a score report, or pass/fail notification letter, which provides detailed information about his or her performance on the Certification Test(s). Feedback is provided to Candidates by overall test performance and exam subscale when psychometrically meaningful. The notification letters are typically sent to Candidates within 4-8 weeks after the administration. To maintain confidentiality, Candidate score reports are delivered in confidential sealed envelopes to the Candidates.

During the administration of examinations, Candidates are asked for express written consent to release pass/fail status to local center UBC staff. Individual UBC member pass/fail records are also

available to local center staff, and the records show member coursework, certifications, etc. In viewing these records, local staff members are functionally able to query member records by name or UBC identification number and view their Certification Exam status as pass/fail. They are not able to view individual actual Test scores.

Test score release, outside of what is outlined above, must be reviewed and approved by CICC. Each occurrence will be reviewed individually based on merit. CICC must obtain express written consent from the Candidate authorizing the release of detailed Test score report information.

5.2 Personal Information. CICC will treat the personal information You provide while participating in the Certification Program in accordance with CICC Candidate information security procedures. All certification Candidate records are retained in a password-protected database controlled by CICC. Only the staff can modify the records of certificants. Candidates provide expressed written consent to release pass/fail status for the Certification Test(s).

5.3 Intellectual Property Ownership. CICC retains all rights, title, and interest in the Certification Program and all Certification Program related information, content, data, exams, materials, software, and all copyrights, patent rights, trademark rights, Logos, and other proprietary rights. All rights not expressly granted by CICC to a Candidate are reserved to CICC.

5.4 Certification Verification. All certification Candidate records are retained in a password-protected database controlled by CICC. You will receive a QR code that links only to Your file in the database, which will allow anyone who scans the code to confirm certification status in real time.

6 CANDIDATE COMPLAINTS AND APPEALS

The full candidate complaint and appeal process is provided in the Candidate Information Brochure. Note that complaints deemed frivolous will not be accepted or acted upon.

6.1 Frivolous Complaints and Appeals. A frivolous complaint or appeal is one that is objectively unreasonable because it either lacks a factual foundation or is outside the scope of reasons for filing a complaint or an appeal as delineated herein. A frivolous complaint or appeal, additionally, may be one that, although reasonable, is filed with subjective bad faith, e.g., to harass, embarrass, annoy, or waste time or resources.

7 GENERAL

7.1 Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.2 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning

the subject matter of this Agreement.

7.3 Right to Counsel. Before signing this Agreement, You acknowledge that You have had the opportunity to consult with independent counsel, and that no representation by CICC has induced You to enter into this Agreement. For questions regarding this Agreement, the Code of Conduct, and the Candidate Information Brochure, please contact the CICC at CICC@carpenters.org or refer to the following website for frequently asked questions <http://www.ubccertifications.org/FAQ.html>.

7.4 Candidate Agreement. I have received, read, understand, and agree to abide by this Candidate Agreement, the Code of Conduct, and the Candidate Information Brochure for the Certification Program I am seeking, as amended and revised.