



BOARD OF EXAMINERS CONFIDENTIALITY AGREEMENT

I, _____, accept appointment to the ITEA Board of Examiners ("BOE") for a two-year term beginning on July 25, 2012.

I agree to abide by the Test and Evaluation Professional Code of Ethics and the following additional standards:

I understand that Test and Evaluation Professional examination materials are confidential and protected by trade secret law and other applicable law and agree to maintain strict confidentiality in all phases of the Test and Evaluation Professional examination, including, but not limited to the handling of the following materials ("Confidential Materials"):

- The examination itself and scoring keys.
- Items which have been approved for use on future examinations.
- Items in the databank.
- Items which are undergoing review.

I agree to take all necessary precautions to ensure the security of any Confidential Materials that may come into my possession, and to return all Confidential Materials to the ITEA Executive Director as soon as my official need for them has ended, but no later than upon the end of my tenure on the BOE. I also agree not to reproduce any Confidential Materials except under instruction from the Chairperson of the BOE or the Association's Executive Director. The obligations under this paragraph shall continue perpetually and survive the termination or expiration of this Agreement.

I expressly acknowledge, understand, and agree that all materials relating to the Test and Evaluation Professional examination, whether they are prepared in whole or in part by me or by any other person, are and shall remain the exclusive property of ITEA.

During my tenure on the BOE, and for a period of three years thereafter:

- I agree not to participate in the preparation of any study guides or other materials to be used to prepare candidates for the examination.
- I agree not to participate in review courses for candidates preparing for the examination, either as an instructor or an advisor.
- I agree not to help anyone prepare individually or in any group for the Test and Evaluation Professional examination.

My service on the BOE may be terminated by either party with 30 days advance notice in writing, or immediately upon the material breach of the terms and conditions contained herein.

I agree that this Agreement shall be construed and controlled by the laws of the State of Virginia, and further consent to jurisdiction by the state and federal courts sitting in the State of Virginia.

Signature: _____ Date: _____