

ACBN CANDIDATE CONFIDENTIALITY AGREEMENT

This Agreement between the American Clinical Board of Nutrition and _____ (candidate) is entered for the purpose of setting forth the basis which each party will furnish and or disclose to the other party certain data, which includes sensitive, confidential member information pertaining to the ACBN Examination. All written information disclosed and provided by the ACBN on the ACBN Examination is confidential information and is protected by this non-disclosure agreement entered into by the Candidate and the American Clinical Board of Nutrition.

This exam remains the exclusive property of the ACBN and may only be used by _____ (candidate) in taking this exam. Information may not be used or shared and remains the exclusive property of the ACBN. The candidate may not use this information in any manner, other than the process of being examined, that might be detrimental to the ACBN and other candidates.

_____ agrees as follows:

1. NON-DISCLOSURE

- a) The information shall be deemed the exclusive property of the ACBN. The information and all copies thereof shall be returned to the ACBN upon the ACBN's request. The receiving party will not use the information for any purpose other than in accordance with the terms of this Agreement.
- b) The receiving party shall use the same degree of care as used with its own propriety information to protect and maintain the confidentiality of the information of the furnishing party.
- c) The candidate executing this Agreement , _____, does hereby warrant that they respectively have been and are on the date of this agreement duly authorized by all necessary appropriate corporate action to this Agreement.

The obligations to ensure and protect this exam imposed upon the candidate in this agreement, will survive the expiration or termination of this agreement and those obligations will last indefinitely.

If the candidate fails to maintain the confidentiality of this agreement in breach of this agreement, the candidate will not be allowed to complete the exam and if the exam has been completed and the candidate received a passing score, the status of DACBN will not be granted, or if the candidate has achieved DACBN status, will be decertified.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed

By _____ By _____
(Signature) (Signature)

Name: _____ Name: _____

Title _____ Title: President

Date _____ Date: _____