



ESRI CERTIFICATION NONDISCLOSURE AGREEMENT

This Esri Certification Nondisclosure Agreement ("Agreement") is entered into between you and Environmental Systems Research Institute, Inc. ("Esri"), as of the date of your acceptance ("Effective Date"). If you are under the age of eighteen (18) or have limited access to the Internet, you will need to print out and sign this Agreement, then mail, scan, or fax the executed Agreement to Esri at the address below. By signing and sending this Agreement to Esri, you acknowledge that you have read and are bound by the terms and conditions of this Agreement and the terms and conditions of the Esri Technical Certification Program Agreement.

In consideration of the mutual covenants and promises contained herein, you and Esri agree as follows:

1. DEFINITIONS

1.1 "Esri Technical Certification Program Agreement" ("Certification Program") means the certification program described on the Esri Web site www.esri.com/certification, which includes any certification in the set of tracks offered by Esri.

1.2 "Testing Delivery Partner" means the entity engaged by Esri to administer the applicable examination.

2. FORM OF CONFIDENTIAL INFORMATION

2.1 Confidentiality. You agree that the contents of the exam are confidential and that the disclosure of that information could compromise the integrity of the Certification Program. Esri makes exams available to you solely to test your knowledge of the exam subject matter for which you seek certification. You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions and answers; worksheets, computations, drawings, and diagrams; length or number of exam segments or questions; or any communication, including oral communication, regarding or related to the exam (known collectively as "Proprietary Information"), in whole or in part, in any form or by any means—oral, written, electronic, or mechanical—for any purpose. A disclosure of Proprietary Information by any means in violation of this Agreement undermines the integrity and security of the Certification Program.

2.2 Equitable Relief. You agree that any breach of this Agreement may cause Esri irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms, without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

2.3 Intellectual Property Ownership. Esri retains all rights, title, and interest in and to all Certification Programs and Proprietary Information and related information, content, data, exams, and materials and all copyrights, patent rights, trademark rights, and other proprietary rights therein. All rights in the Proprietary Information are expressly reserved to Esri. Any unauthorized access, reproduction, distribution, or disclosure of Proprietary Information is a violation of U.S. and international intellectual property laws. Esri may pursue all available remedies, which may include prosecution to the maximum extent possible under such laws and may result in severe civil and criminal penalties.

3. CERTIFICATION

3.1 Certification Revocation. Esri may at its sole discretion revoke any and all certifications you may have obtained, and permanently ban you from obtaining future certifications under any of the following circumstances: (1) if you breach the terms and conditions of this Agreement or the Esri Technical Certification Program Agreement or (2) if Esri determines, in its sole discretion pursuant to Section 4.2, that you have participated in exam misconduct.

4. EXAMINATIONS

4.1 Candidate Conduct Policy. Esri has established rules to minimize whatever unfair advantage might be gained by candidate misconduct in the examination process. Confirmed allegations of misconduct may, at any time, result in application of the sanctions specified in Section 4.2. You agree to adhere to such rules and agree not to engage in any action to subvert, or attempt to subvert, the examination process. Testing center proctors are authorized to take immediate and appropriate measures against examinees that are caught violating testing rules. Examples of misconduct and/or misuse of the exam include, but are not limited to, the following:

- Providing or accepting unauthorized assistance (including sharing exam questions with other candidates or Esri certified individuals)
- Using unauthorized materials in an attempt to gain certification (this includes gaining access to materials on social networking sites, forums or brain dump sites)
- Possessing or using any unauthorized items at the testing center during an exam (this can include recording devices, notes, or photographic devices)
- Altering any exam scores and/or score reports
- Impersonating another individual to gain access to the exam or retaining others to take an exam on your behalf
- Copying or reproducing any exam materials through any means including, but not limited to, memorization or use of photographic devices
- Creation of derivative works

Additional Esri exam conduct policies are contained in the Esri Technical Certification Program Agreement.

4.2 Violations of the Candidate Conduct Policy. If Esri, in its sole discretion, determines that you have violated the candidate conduct policy set forth in Section 4.1, you will receive written notice of the violation(s) and sanctions. It will be your sole responsibility to ensure that Esri has your current postal address and e-mail address. Sanction decisions may include, but will not be limited to, invalidation of your exam score, a temporary or permanent ban on future Esri examinations, and the cancellation of previously earned Esri certifications.

5. INTENTIONALLY LEFT BLANK

6. PRIVACY AND DELIVERY OF CERTIFICATION INFORMATION TO THIRD PARTIES

You acknowledge that your personal information includes, without limitation, your name, address, e-mail address, photograph, and signature, and you agree to allow Esri and its agents to gather and store this information. Your personal information is not shared without your permission outside Esri, except under the following conditions:

As a global company, Esri may also share your personal contact information with other Esri offices, Esri international distributors, business partners, or related companies in the country in which you reside and in other countries. In addition, Esri uses consultants and third-party vendors, such as testing centers and Testing Delivery Partners, and may share your personal information with such consultants and vendors, if necessary, for delivery or administration of the Certification Program. All parties with which Esri shares your personal contact information are bound by confidentiality agreements.

Esri may also be obligated to disclose your personal contact information to government organizations and agencies or others if required by law or regulation or if necessary to enforce Esri's privacy and data protection policies and guidelines.

By clicking the Accept button, you acknowledge receipt and review of and consent to the terms of Esri's privacy policy.

If you do not agree to the terms set forth in the privacy section, notify your proctor, in which case Esri shall have the right to decline to administer or have administered the requested certification exam.

In addition, by clicking the Accept button, you agree that from time to time Esri may send you information about Esri products and services that may be of interest to you.

7. ASSIGNMENTS

You may not assign any rights, licenses, or obligations received under this Agreement to anyone. Any attempted assignment in violation of this Agreement shall be null and void and without effect.

8. MISCELLANEOUS

8.1 Waiver and Modification. You waive any right to challenge the validity and enforceability of this Agreement on the grounds that it was transmitted and entered into electronically. You agree that entering into the Agreement electronically is equivalent to signing the Agreement. Failure by either you or Esri to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by both you and Esri.

8.2 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the provision, and the remainder of this Agreement will continue in full force and effect.

8.3 Survival. Sections 2, 6, 7, and 8 shall survive termination of this Agreement or revocation of certification.

8.4 Controlling Law and Jurisdiction. This Agreement and any action arising from this Agreement shall be governed, controlled, interpreted, and defined by and under the laws of the State of California and the United States, without regard to its conflicts of laws provisions. Any dispute arising out of or relating to this Agreement or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.5 Notices. Unless notified otherwise in writing or via e-mail, all notices sent or required to be sent, including notice of termination, shall be in writing or by e-mail to you at the address provided during registration and to Esri at 380 New York Street, Redlands, California 92373, certification@esri.com. It shall be your sole responsibility to ensure that Esri has a current address for you.

8.6 Relationship of the Parties. Parties hereto agree that this Agreement does not constitute an agency, partnership, or joint or co-venture and that nothing contained herein is intended to constitute, or shall be construed to constitute, parties as principals/agents, principals in partnership, or joint or co-venturers of each other.

8.7 Export Control. You represent and warrant that you are not located in, under the control of, or a national or resident of any U.S. embargoed country (currently, Syria, Cuba, North Korea, Sudan, and Iran) or listed on the U.S. Department of the Treasury's Specially Designated Nationals (SDN) List or the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List.

8.8 Entire Agreement. This Agreement constitutes the entire agreement between you and Esri with respect to the subject matter herein and supersedes all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

YOU HEREBY REPRESENT TO ESRI THAT YOU (1) HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND (2) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER (IF YOU ARE UNDER THE AGE OF EIGHTEEN [18], YOUR PARENT OR LEGAL GUARDIAN MUST SIGN THIS AGREEMENT). YOU ACKNOWLEDGE THAT ESRI IS RELYING UPON SUCH REPRESENTATIONS IN GRANTING CERTIFICATION.

FOR USE BY CERTIFICATION CANDIDATES NOT DELIVERING THIS AGREEMENT ELECTRONICALLY. CERTIFICATION CANDIDATES SUBMITTING THIS AGREEMENT VIA MAIL, SCAN, OR FAX SHOULD SIGN BELOW AS INDICATED.

Signature: _____

Date: _____

Please print clearly. Illegible Agreements will delay your certification.

Print Legal Name: _____

E-mail: _____

Address: _____

City, State: _____

Country: _____

Postal Code: _____

Phone: () _____

Fax: () _____

Parent or Legal Guardian

Printed Name: _____

Parent or Legal Guardian

Signature: _____

Date: _____

The addresses/fax numbers below are provided for those individuals who are minors and those with limited access to the World Wide Web. Esri is not responsible for any errors resulting from illegible submissions.

Esri
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