



## CANDIDATE'S ATTESTATION AND NONDISCLOSURE AGREEMENT

*I am voluntarily attempting to obtain the NACD Directorship Certification® offered by the National Association of Corporate Directors and its related organization, the NACD Corporate Directors Institute (collectively, "NACD"), and to that end, I am now seeking to take NACD's Certification Examination (the "Exam"). I understand that, in consideration for the opportunity to take the Exam and to become certified and/or recertified, there are several terms to which I must agree, and several commitments to which I must attest.*

### **I understand that**

- In order to become NACD Directorship Certified® and remain so, I must be a person of high moral character and good standing in the business community.
- The Exam, including its questions and subject matter, is confidential to NACD and the property of NACD, and is protected by law. I understand that NACD is making the Exam available to me solely for the purpose of allowing me to attempt to obtain NACD Directorship Certification.
- The intrinsic value of Certification depends on every candidate, including me, responding honestly and completely to these attestations and on every candidate, including me, applying only their own knowledge and effort to the Exam. I also understand that my failure to maintain the confidentiality of the Exam or the Exam materials may result in the invalidation of my test scores, prohibition from taking the test in the future, disqualification from Certification, and/or legal action and/or other penalties as determined by NACD.
- NACD believes that protecting my privacy is of the highest priority. However, my information will be used for certain purposes as described here and in the [NACD Privacy Policy](#). I understand that the Exam necessarily involves the use of websites and online systems provided by NACD and its authorized testing provider, Pearson VUE.
- The NACD.DC™ designation (the "Mark") is a trademark of the National Association of Corporate Directors (NACD). If you become NACD Directorship Certified and are in good standing, you will be granted a limited, revocable, nontransferable license to use the Mark in connection with your name solely to denote that you have achieved and maintained this status.

### **I attest, agree, warrant, and represent that**

- NACD shall, in its sole discretion, have the right to deny my application for Certification or excuse me from the program at any time once I am certified based on my personal actions, inactions, or violations of this Candidate's Attestation and Nondisclosure Agreement or other Certification-related policies. I also understand that any false statements made by me on this application or regarding the Exam or NACD Directorship Certification will constitute a violation for which my eligibility or Certification may be revoked.
- I will not share, disclose, publish, reproduce, or transmit the Exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose. I specifically acknowledge and agree that the violation of the foregoing will cause immediate harm to NACD and that there is no adequate remedy at law; therefore, these provisions may be enforced by suit for injunction, monetary damages, or both, and without any bond being required of or posted by NACD.
- I have completed the application for the NACD Directorship Certification and have answered all questions and requests for information in and regarding the Exam completely and truthfully, to the best of my knowledge, in good faith.
- I have not received the answers to Exam questions or other information about the precise content of the Exam, except for authorized materials provided to me by NACD.

- I will not seek or receive the assistance of anyone else during the administration of the Exam regarding the content or subject matter of the Exam.
- I will not have unauthorized materials or information in my possession, or refer thereto, during the administration of the Exam.
- I have not shared and will not share my passwords, NACD membership information, or other information used to validate my identity, with anyone else, in connection with the Exam.
- I will comply with all other instructions, rules, terms, and conditions of NACD and of its authorized test provider, Pearson VUE, in connection with the Exam, including but not limited to those organizations' website Terms of Use and Privacy Policies.
- I understand that NACD Directorship Certification has a character requirement and will notify NACD of any character-related matters that may arise while I am NACD Directorship Certified. This includes criminal convictions and other disciplinary actions, pending lawsuits, etc. Notification should be made by email to [credentialing@nacdonline.org](mailto:credentialing@nacdonline.org). I further understand that NACD may, at its sole discretion, deny my application or revoke my Certification status should it be made aware of any violations of the NACD Directorship Certification policies, found in the *NACD Directorship Certification Handbook*.
- I agree to the use of my information in accordance with the [NACD Privacy Policy](#), and I authorize NACD to share my name in connection with public announcements regarding NACD Directorship Certification, to verify current Certification status upon request at [credentialing@nacdonline.org](mailto:credentialing@nacdonline.org), to share my information with Credly, Equilar, or certain other credentialing-related business partners, and to administer continuing education requirements gained from NACD programs or the NACD Education Network™.
- Upon use of the Mark under license, I agree not to use the Mark in any way that could be detrimental to NACD Directorship Certification, NACD, or its affiliated entities, and further agree to cease use of the Mark upon the earliest of i) written request from NACD delivered to my mailing address in NACD's membership records and ii) de-Certification, including failure to re-certify.

#### Important notes

1. As a Certification candidate and to remain NACD Directorship Certified®, active NACD membership is required. Should your membership lapse, you must pay the applicable membership dues in order to continue in the Certification program.
2. As a Certification candidate, be aware that once you've become eligible to take the exam, you have six months to schedule and complete the exam at a Pearson VUE test center or online via the Pearson OnVUE platform. If you miss the six-month window and you wish to continue in the Certification process, you will incur a \$250 rescheduling fee to proceed to the exam.
3. Director Professionalism® is recommended as a refresher if you took any foundation course prior to January 2017.
4. The NACD Corporate Directors Institute (CDI) reserves the right to update or change eligibility criteria for the NACD Directorship Certification program at its discretion without advanced notice, and decisions and/or policies regarding your eligibility for initial or ongoing Certification will be made in the sole discretion of CDI.