

## STATEMENT OF CONFIDENTIALITY, ASSIGNMENT AND CONFLICT OF INTEREST

This statement applies to all National Commission for the Certification of Crane Operators (NCCCO) staff; independent examiners; proctors or personnel for tests; applicants; cardholders; and volunteers serving on NCCCO's Board of Directors, Commission, Committees and Task Forces, plus any contracted body and/or individual performing services for NCCCO. All such persons, staff and volunteers are charged with upholding the policies and procedures of NCCCO.

Due to the sensitive confidentiality and the personal privacy of each test participant and examiner; the restricted business secrets and substantial investments of the National Commission for the Certification of Crane Operators (hereinafter referred to as NCCCO); the prevention of test compromise, loss, or unauthorized exposure of questions, process, and procedures; and, the validation, sanctity, and certification of the testing and credentialing systems, certain rules of contractual conduct are agreed by NCCCO and each participant, for such good considerations, to be mandatory to preserve and protect these personal civil rights, business property rights, and the public trust.

As a condition, and in consideration, of being selected and serving with NCCCO, and in recognition of the importance of the certification program to the profession, please review the following statements and indicate your agreement by signing at the bottom of page 2. Thank you for your cooperation and your continuing work for and support of NCCCO.

1. I will not disclose, or cause to be disclosed, to anyone outside of NCCCO, its committees, task forces, or staff, any confidential information related to any certification program, specifically including, but not limited to, the contents of past or present applications for certification, examination content and related test materials, test procedures, test question banks, grading systems, scoring results, NCCCO decision and actions related to such applications (including disciplinary actions), and other related information, except where authorized by NCCCO in the normal and usual conduct and administration of the examinations, practical tests, and reporting procedures. I will not reveal the contents of this material, either verbally or in writing. This restriction shall apply at all times and in any circumstances even after my work with NCCCO has concluded, unless otherwise directed by NCCCO. Such breaches of this secure and confidential information will do irreparable harm to applicants personally, or unduly damage and compromise this complex testing system.
2. I will keep any and all such confidential information in my possession in a safe and secure place, such as a locked hardcopy file drawer or a password-protected electronic file, and will take all reasonable steps to protect against inadvertent disclosure or theft of the information. I will inform NCCCO in the event that the confidentiality of test materials is compromised due to events such as the loss or theft of materials or unauthorized access.
3. Upon expiration of my term with NCCCO or one of its committees, I will promptly return to the staff, by courier or registered mail, the confidential information that I have received or acquired relating to the certification program. I will not retain copies of this information.
4. The copyright to all materials I prepare for NCCCO shall be considered works-for-hire under the Federal Copyright Act and shall be owned by NCCCO; to the extent such materials shall not be considered works-for-hire, I hereby assign to NCCCO all right, title, and interest in any information or material developed conceived, modified, or created by me relating to the certification program, its examinations, application, and policy documents, including but not limited to test items and any and all copyrighted information.
5. I will not engage in actions which may constitute an actual, apparent, or potential conflict of interest with the mission and activities of NCCCO, and will disclose to NCCCO any such conflicts of interest and any business, financial, or organizational interest and affiliations which are or could be construed to be a conflict of interest. I agree to recuse myself from deliberations

and/or vote on any matter with respect to which I may have an actual or potential conflict of interest. All public or private disclosures, statements, press releases, interviews, or testimony concerning any of these confidential topics and issues shall be solely and only by prior written authorization of the owner, NCCCO.

6. I will not in a false, misleading, or deceptive manner reference my participation with respect to the NCCCO certification program or specific evaluations. I understand that, in order to avoid confusion with another program not in compliance with, nor under the control of, the National Commission for the Certification of Crane Operators, I will not participate as a practical examiner in any other crane-related program. This does not preclude me or my company/organization from participating in an employer-administered program used for evaluation purposes, or issuing a certificate of completion of training, which is preparation for the CCO examination.
7. I agree to adhere to the policies and procedures established by the NCCCO program as set forth in the most current edition of the Handbooks. I agree I shall use any materials and information provided to me for the exclusive purpose of implementing the NCCCO program. I will safeguard and protect these testing materials from disclosure except where authorized by NCCCO. I agree to immediately inform NCCCO of any violation of prescribed NCCCO policies of which I may become aware at anytime.
8. Any breaches or unauthorized disclosures of these confidential matters or business secrets are agreed to be sufficient and adequate grounds for immediate termination, criminal prosecution, competent civil suit, civil injunction action, and expulsion from the system of any such participant involved, whether such acts are done by such participant as an examination applicant, participant in testing, card holder, examiner, volunteer, or permanent staff of the owner, NCCCO. Breaches of this Confidentiality Agreement are defined as any public or private acts taken or done by anyone not authorized in writing previously by NCCCO, and so not acting in the normal and usual course and functioning of the system. This Confidentiality Agreement is further designed to allow NCCCO to take all action necessary to protect the privacy and confidentiality of all participants of this testing system. Any violation of this agreement will constitute a material breach causing substantial harm to NCCCO, and remedies including injunctive relief are agreed by the below signatory person to be enforceable in the courts of the Commonwealth of Virginia.

Agreed to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

**NCCCO USE ONLY**

Reviewed. Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signed