

## Proctor Agreement Forms

You will need to read, sign and date the following forms:

- Proctor Responsibilities form
- Confidentiality & Non-Disclosure form
- Conflict of Interest Disclosure

## Proctor Responsibilities

As a proctor you will have many responsibilities designed to maximize exam security and to ensure all examinees have an equal opportunity to succeed.

Below we have detailed your key responsibilities.

- Maximize the security of exams
- Ensure fairness for all examinees
- Foster an environment where all examinees receive fair and equal treatment
- Ensure that each examinee has all the proper materials needed and follows all directions for filling out forms and online answer sheets correctly
- Choosing an examination site that meets health, safety and accessibility standards for all registered examinees
- Follow all policies and procedures outlined in this guide
- Report any procedure violations to The Always Food Safe Company
- Supervise assistant proctors
- Any compromise of the exam must be reported to The Always Food Safety Company immediately. An **Exam Irregularity Report** must be completed by the end of the testing day
- Any occurrence that is out of the ordinary or that you believe may adversely affect the reliability or validity of the test should be recorded on this form. As a rule of thumb, if you are unsure about whether to report a situation or not, we recommend that you should always choose to file a report

## Conflicts of Interest

In addition, we also need to discuss potential Conflicts of Interest.

A conflict of interest can be defined as “a situation in which the concerns or aims of two different parties are incompatible.”

In plain English this means that you cannot for example, have a personal interest in an examinee passing the CFPM exam.

For this reason, there are the following rules that must be adhered to:

1. You cannot proctor the exam of a friend, family member, or a relative
2. You cannot proctor the exam for yourself

In addition:

You are not allowed to conduct a training course for the same candidates/examinees that you would then proctor at the examination.

You must either conduct the training and have another proctor monitor the examination or vice versa.

You also are not allowed to advertise, offer or solicit business by claiming “a guaranteed pass”

The Always Food Safe Company uses advanced algorithms to monitor proctor and examinee performances and a “guaranteed pass” is easily detected.

As a company we have a strict policy where conflicts of interest are identified, and this usually results in an immediate suspension of proctoring rights for a minimum of 6 months to an indefinite suspension.

## Exam Security

### Policy

The most basic premise of the examination is the integrity and security of the examination. Exam security includes, but is not limited to, protecting the examination from risks such as illegal transfer or storage, unauthorized publication or unofficial access.

Exam security is the responsibility of **everyone**.

This includes:

- Regulatory, government and law enforcement agencies in the United States
- American National Standards Institute (ANSI)
- Course and examination providers
- Proctors
- Examinees and their employers
- The public

## Exam Security - Specific Responsibilities of Proctors

Below you will find the required exam security procedures you are required to strictly follow as a proctor for The Always Food Safe Company:

- Adhere to the guidelines contained in this handbook regarding examination administration
- Stay current and up-to-date with any changes in the establish procedures
- Report any breaches of exam security immediately and cooperate fully with any associated inquiries
- Organize all examination locations so as to create a fair, standardized and secure environment
- Ensure there is one proctor for every 25 examinees per required room
- Maintain appropriate documentation on conformance of the exam location
- Verify the identity of each examinee to prevent false participation on someone else's behalf. See ***Examinee Attendance List*** for more details
- Ensure that all examinees are treated respectfully and equally, regardless of background
- Conduct all examinations in strict adherence to the requirements established by local/State regulations
- As a registered proctor you must be present at **all times** during the examination process
- Ensure that assistant proctors are fully trained and supervised, with their availability guaranteed should the main proctor need to vacate the examination room for any reason in order to guarantee the authenticity of the examination
- Assistant proctors may also be required on occasions where there are more than 25 examinees, or the exam is occurring in more than one room

**Exam Security - Specific Responsibilities of Proctors**

In order to maintain the integrity and validity of the examination, it is essential that all proctors and assistant proctors **do not**:

- Keep or discuss the examination in any form. This includes, but is not limited to, storing or publishing copies of the examination without permission
- Share any information or advice regarding the exam or exam questions with anyone at any time, especially with examinees
- Grade examinations yourself or make copies of answer sheets or print/make screen-shots of any online examination
- Falsify or tamper with any examination materials in any way at all
- Leave examination materials unattended beyond a secure area
- Administer any examination in which you have a conflict of interest, (e.g. where a friend or relative is an examinee), or to anyone who might pose a security risk
- Allow examinees to enter the session after it has already begun

Effective Date:

<b>Proctor:</b>	
Signature:	
Printed Name:	

**Accepted by** The Always Food Safe Company LLC

Signature:	
Printed Name:	
Title:	
Date:	

## **Proctor - Confidentiality & Non-Disclosure Agreement**

This Agreement is effective as of the date below ("Effective Date"), by and between The Always Food Safe Company, LLC, and the person or entity described on the signature page below, therein the ("Proctor").

The Always Food Safe Company and Proctor are referred to herein as "Parties" and individually as "Party."

The Always Food Safe Company and Proctor recognize the need for The Always Food Safe Company to disclose to the Proctor certain Confidential Information regarding The Always Food Safe Companies confidential examination materials for the Food Protection Manager examinations to be used only for the Proctor providing confidential assistance to applicants taking the examination. ("Purpose") while insuring that such Confidential Information is protected. In consideration of the disclosure of such information by The Always Food Safe Company, the Proctor agrees as follows:

1. **Definition.** This Agreement shall apply to all Confidential Information disclosed by The Always Food Safe Company to the Proctor. "Confidential Information" means non-public information designated by The Always Food Safe Company as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, including without limitation, examination materials, documents generated by the Proctor in carrying out the Purpose and related documents and information, and includes but is not limited to any verbal, electronic or written information, emails, text messages, materials, items and documents.
2. **Nondisclosure and non-use.** The Proctor agrees to hold said Confidential Information in strict confidence and not to disclose the Confidential Information to any third parties for any reason. The Proctor also agrees to use the Confidential Information only for the Purpose stated above. The Proctor may not disclose the Confidential Information to anyone, including its employees and contractors without prior written permission of The Always Food Safe Company.
3. **Copies and Disassembling.** The Proctor shall not make copies of any documents containing Confidential Information.
4. **Notice of Misappropriation.** The Proctor shall promptly inform The Always Food Safe Company in writing of any misappropriation, unauthorized use, or disclosure of the Confidential Information and shall cooperate with The Always Food Safe Company in every reasonable way in The Always Food Safe Companies efforts to prevent further disclosure and to obtain possession of the misappropriated Confidential Information.

5. Return of Materials. Upon completion of the Purpose or upon request from The Always Food Safe Company, the Proctor shall return to The Always Food Safe Company all documentation, materials and other items containing the Confidential Information and all copies thereof that are in the Proctor's possession or control.

6. Ownership, License. The Proctor recognizes and agrees that, as between the parties hereto, The Always Food Safe Company is the sole owner of the Confidential Information and that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to the Proctor with respect to the Confidential Information or otherwise. The Proctor does not own any translation or other document generated by the Proctor in connection with this Agreement or otherwise.

7. Term. The obligations herein shall survive any relationship between the parties and continue indefinitely.

8. Equitable Relief and Fees. The Proctor acknowledges that the unauthorized disclosure or use of the Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, the Proctor agrees that The Always Food Safe Company shall have the right to seek an immediate injunction enjoining any breach of this Agreement, in addition to any other remedies to which it may be entitled including money damages. In any action to enforce this Agreement, the prevailing party will be entitled to its attorney's fees in addition to any other recovery awarded.

9. General Terms. This Agreement shall be binding on the successors and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties with respect to the subject matter in this Agreement and supersedes all prior oral or written agreements or understandings with respect to that subject matter. This Agreement shall only be modified in writing by document signed by both the Proctor and The Always Food Safe Company.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, and the parties' consent to exclusive jurisdiction and venue in the state and federal courts having jurisdiction for Minnesota.

### Confidentiality & Non-Disclosure Agreement

Effective Date:

<b>Proctor:</b>	
Signature:	
Printed Name:	
Address:	
Phone Number:	
Email:	

**Accepted by** The Always Food Safe Company LLC

Signature:	
Printed Name:	
Title:	Responsible Officer (Awards & Examinations)
Date:	

### Conflict of Interest Disclosure

I confirm that I have no interests that conflict with my role of administering or assisting with administration of The Always Food Safe Company, Certified Food Protection Manager Exam.

If I have any interests that could conflict with my duties or that could be seen as potentially conflicting, I will report these to The Always Food Safe Company

Interests that you must disclose:

- Having a personal relationship with any candidate/examinee, whether they are friends, family members, employees, or co-workers
- Being a Certified Food Protection Manager
- Having any other vested interest in Food Protection Manager examination or certification.

I also understand that I am not allowed to discuss the content of the exam with any candidate or to offer suggestions or help about the answers that the candidate should or should not select.

I will not reveal the sensitive or confidential information that I have access to in my role during the exam, nor will I reveal the contents of the exam, including the material covered by it, specific questions in it, or specific answers to anyone.

I affirm that I will be honest and trustworthy in my role in the examination, promising to prevent the candidate from cheating in any way.

I will act in accordance with high ethical and testing standards and uphold the copyright protections for the examination and the exam materials.

I understand that failure to adhere to this code of ethics could result in disciplinary action.

Name (Printed)
Signature
Date



