



## Statement of Confidentiality, Assignment and Conflict of Interest

This statement applies to the ABIH<sup>®</sup> Board of Directors, Committees and task forces, staff, individuals performing services for ABIH and contractors whose written contract with ABIH does not specifically address confidentiality/conflict of interest. **This form is not applicable to Exam Item Writers and Reviewers who must sign a separate Security Agreement.**

All such staff and volunteers are charged with upholding the policies and procedures of ABIH. As a condition, and in consideration, of being employed by or selected and serving in a volunteer capacity with ABIH, and in recognition of the importance of the certification program to the profession, please review the following statements and indicate your agreement by your signature at the end of this document.

1. I will comply with all ABIH rules, policies, and procedures.
2. Except as required by law, I will not disclose, or cause to be disclosed, to anyone outside of ABIH, 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 question banks, scoring results, ABIH decisions and actions related to such applications (including disciplinary actions), and other related information. I will not reveal the contents of this material, either verbally or in writing. This restriction shall apply at all times and in any circumstance even after my work with ABIH has concluded, unless otherwise directed in writing by ABIH or required by law.
3. I will keep any and all such confidential information in my possession in a safe and secure place, take all reasonable steps to preserve the confidentiality of such information as well as to protect against inadvertent disclosure or theft of such information. I will inform ABIH 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.
4. Upon expiration of my volunteer term of office or employment with ABIH, 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.
5. The copyright to all materials I prepare for ABIH shall be considered works-made-for-hire under the Federal Copyright Act and shall be owned by ABIH; to the extent such materials shall not be considered works-made-for-hire, I hereby assign to ABIH all right, title, and interest any information or material developed, conceived, modified, or created by me relating to the certification program, its examinations, applications, and policy documents, including but not limited to test items and any and all copyrighted information.
6. I will not engage in actions which may constitute an actual, apparent, or potential conflict of interest with the mission and activities of ABIH, and will disclose to ABIH any such conflicts of interest and any business, financial, or organizational interests and affiliations which are or could be construed to be a conflict of interest. I agree to resolve any conflicts of interest or recuse myself from deliberations and/or voting on any matter with respect to which I may have an actual or potential conflict of interest.
7. I will not in a false, misleading, or deceptive manner reference my participation with respect to the ABIH certification program or specific evaluations.
8. Any violation of this agreement will constitute a material breach causing substantial harm to ABIH, and remedies including injunctive relief are agreed by the below signatory person to be enforceable in the courts of the Commonwealth of Pennsylvania.
9. I understand that I will be subject to ABIH ethics case provisions and may be subject to legal action if found to be in violation of the terms of this agreement.

**I have reviewed and agree to the statements above:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**For ABIH Use Only** – note issues and their resolution on the back of this form.

ABIH Approval: \_\_\_\_\_ Date \_\_\_\_\_