



**PROCTOR/NURSE AIDE PROCTOR
CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the "Agreement") is entered into by and between Prometric Inc. (hereafter referred to as "Prometric"), a Delaware corporation, and Nurse Aide Proctor, whose name and signature appear on this Agreement, and is effective on the date signed by Nurse Aide Proctor.

WHEREAS, Prometric is engaged in the business of developing and administering assessments for various clients, including, but not limited to, academic, information technology, professional, government, and corporate clients; and

WHEREAS, Prometric has contracted with certain facilities in the State of Alabama for the purpose of administering the Alabama Nursing Assistant Certification Examination; and

WHEREAS, Nurse Aide Proctor is an employee and/or agent of a facility engaged to administer the Alabama Nursing Assistant Certification Examination; and

WHEREAS, in connection with the duties to be performed in the administration of the Alabama Nursing Assistant Certification Examination, Prometric may be required to disclose certain information and material which Prometric considers to be of a proprietary and confidential nature to Nurse Aide Proctor; and

WHEREAS, the Parties wish to define the terms and conditions concerning Nurse Aide Proctor's obligations relating to the Prometric confidential and proprietary information and materials that may be disclosed to Nurse Aide Proctor.

THEREFORE, Prometric and Nurse Aide Proctor agree as follows:

1. TERM

The terms and conditions set forth in the Agreement shall survive the termination of Prometric's relationship with the Nurse Aide Proctor and the facility engaged to administer the Alabama Nursing Assistant Certification Examination.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

Nurse Aide Proctor acknowledges and agrees that Prometric holds all proprietary rights, including, but not limited to, copyright, trade secret, and patent, in any data, material, or information (collectively, the "Prometric Owned Materials"). Nurse Aide Proctor understands and agrees, that, except for the right to use the Prometric Owned Materials for the sole purpose of performing his/her responsibilities under this Agreement, no proprietary rights in the Prometric Owned Materials are granted to Nurse Aide Proctor. Prometric retains ownership of all Prometric Owned Materials.

3. COVENANT OF CONFIDENTIALITY

Without the prior written consent of Prometric, Nurse Aide Proctor shall not directly or indirectly disclose or use at any time, either during or subsequent to Nurse Aide Proctor's arrangement with Prometric, any trade secrets, know-how, or any other secret or confidential information,

knowledge or data of Prometric (collectively, “Confidential Information”). Such Confidential Information includes, but is not limited to, examination forms, examination items, candidate information, customer lists, and computer programs. Upon request of Prometric, Nurse Aide Proctor shall promptly return all Prometric Owned Materials, property and all Confidential Information that are in the Nurse Aide Proctor’s possession or under Nurse Aide Proctor’s control, including all materials which incorporate such Confidential Information.

4. GOVERNING LAW

The formation, construction, and performance of this Agreement shall be construed in accordance with the laws of the State of Maryland and the parties agree to submit to the jurisdiction of the courts of said State with respect to any disputes arising hereunder.

5. INJUNCTIVE RELIEF

Nurse Aide Proctor acknowledges it would be difficult to fully compensate Prometric for damages resulting from any breach by Nurse Aide Proctor of this Agreement. Accordingly, in the event of any actual or threatened breach of such provisions, Prometric shall, in addition to any and all other remedies it may have, be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

6. SEVERABILITY

This Agreement is severable. If any portion of the Agreement is found to be unenforceable, the remaining provisions shall be unaffected. Further, the parties expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under application law.

IN WITNESS WHEREOF, Prometric and Nurse Aide Proctor have executed this Agreement as of the date set forth below.

PROMETRIC Inc.

NURSE AIDE PROCTOR

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: Nurse Aide Proctor

Date: _____

Date: _____