

## TOGAF 9 Examination Proctor Non-Disclosure Agreement



### **TOGAF™ 9 Examination Proctor Non-disclosure Agreement**

#### **Notes**

These notes are intended to help complete the attached Non-disclosure Agreement.

If you wish to execute this Agreement immediately you should:

1. Enter your name on Page 2. Enter your name and title on Page 3 in the right column.
2. Sign on Page 3 to execute the Agreement
3. Have the Authorized Signatory for the ATTC Provider complete and sign on page 3
4. Fax the entire Agreement to The Open Group on +1 415 276 3760

Please do not date the agreement (that will be done by The Open Group)

Please note that the agreement does not come into effect until it has been countersigned.

Once countersigned, a copy of the Agreement will be sent back to you, for your records.

If you have any questions please email <mailto:conformance@opengroup.org>.

# TOGAF 9 Examination Proctor Non-Disclosure Agreement

## NON-DISCLOSURE AGREEMENT

AN AGREEMENT dated this \_\_\_\_\_ day of ..... 2009 by and between The Open Group, L.L.C., having a place of business at 44, Montgomery Street, Suite 960, San Francisco, CA 94104-4704, U.S.A. ("The Open Group"), and \_\_\_\_\_ ("Recipient").

THE PROVISION OF ACCESS TO YOU ("the Recipient") AS A PROCTOR WITHIN THE OPEN GROUP'S EXAMINATION PORTAL<sup>1</sup> ("THE IBT SYSTEM") AND ANY ACCOMPANYING EXAMINATION MATERIALS AND ANY DERIVATIVES THEREOF (COLLECTIVELY REFERRED TO AS THE "EXAM MATERIALS") IS SUBJECT TO THE TERMS AND CONDITIONS OF THE OPEN GROUP CONFIDENTIALITY AGREEMENT PROVIDED HEREIN. BY SIGNING, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. .

### THE OPEN GROUP CONFIDENTIALITY AGREEMENT:

This is an agreement ("Agreement") between You and The Open Group that sets forth the terms and conditions of your use of the IBT System and disclosure of the Exam Materials.

You hereby understand, acknowledge, and agree:

1. That The Open Group spends substantial sums of time and money in developing and administering its Exam Materials and carefully guards their integrity and confidentiality;
2. That the questions and answers of the Exam are the exclusive and confidential property of The Open Group and are protected by The Open Group's intellectual property rights;
3. That you will adhere to the Exam Supervision Guidelines and Exam Eligibility Guidelines as published from time to time by The Open Group<sup>2</sup>.
4. That You may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person, without prior written approval of The Open Group;
5. Not to copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Material, including, without limitation, any exam questions or answers;
6. Not to sell, license, distribute, give away, or obtain from any other source other Open Group Exam materials, questions or answers.

You hereby acknowledge and agree that violation of any of these provisions will cause irreparable harm to The Open Group for which monetary remedies may be inadequate, and that The Open Group shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction.

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1 The Examination portal at <http://ibt.prometric.com/AOGEA>

2 The Exam Supervision Guidelines and Exam Eligibility Guidelines documents are available online at <http://www.opengroup.org/togaf9/cert/docs/>

## TOGAF 9 Examination Proctor Non-Disclosure Agreement

Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You. This Agreement may be modified only by a writing signed by both parties. This Agreement shall be construed in accordance with the laws of England and Wales, without giving effect to any choice of law rule. This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed in its name and on its behalf by its duly authorised representative.

THE OPEN GROUP

RECIPIENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTC Provider Authorized Signatory:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_