## NCMS INDUSTRIAL SECURITY PROFESSIONAL (ISP<sup>®</sup>)

## CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT - CANDIDATES

As a candidate for the NCMS ISP<sup>®</sup> Certification, I, \_\_\_\_\_\_, will comply with the following confidentiality and conflict of interest agreement.

- 1. I will not divulge ISP<sup>®</sup> Certification Examination test questions or answers to anyone.
- 2. I will not provide competing organizations or individuals with sensitive ISP<sup>®</sup> Certification Examination information that has not been made public.
- 3. I will not divulge privacy or sensitive private information that I obtain during the process of obtaining the ISP<sup>®</sup> Certification without permission of that person; for example, ISP<sup>®</sup> test results, adverse information, and privacy information such as SSN and date of birth.
- 4. I will inform NCMS of any known violations of the above rules by anyone.
- 5. I understand my continuing and fiduciary duty to fully and promptly disclose to the NCMS and the ISP® Certification Program leadership "other interests" as defined below at least once each year or more frequently if or as "other interests" may arise from time to time. I recognize that I am obligated to timely and fully disclose where such "other interests" exist or even appear to exist. Under the NCMS Conflict of Interest Policy, "other interests" and the disclosure of the same is defined to include "ownership, financial, business, employment, or volunteer or agency interest or involvement in a commercial entity or nonprofit organization that competes with the NCMS; ownership, financial, business, employment or volunteer or agency interest or involvement in a commercial entity or nonprofit organization that is, or seeks to be, a vendor or provider of products or services to the NCMS; or position as a spokesperson, consultant, employee, contractor, agent or representative for another commercial or nonprofit organization that advances opposing or adverse public policy positions from those of the NCMS."
- 6. I agree that I shall provide sufficient information about any "other interest" so as to permit an informed and thorough understanding and evaluation of what effect the "other interest" might have on my or the volunteer leader's participation in the NCMS's governance and decision-making.
- 7. The invalidity or unenforceability of any one or more provisions of this Agreement (whether such provision includes an entire paragraph or only a portion thereof) shall not impair or render ineffective the remaining provisions hereof, which shall remain in full force and effect.
- 8. This Agreement constitutes the entire agreement between the parties as to the subject matter contained therein, and there are no understandings or representations, expressed or implied relating thereto, not fully set forth herein.
- 9. This Agreement supersedes and replaces any existing agreement between NCMS and the ISP<sup>®</sup> candidate.

## **ISP<sup>®</sup> CANDIDATE:**

| Signature. | Date: |
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## NCMS EXECUTIVE DIRECTOR:

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