



243 N. Lindbergh Boulevard  
Suite 312  
St. Louis, Missouri 63141  
Phone: (314) 983-4244  
www.abopt.org

## American Board of Optometry Board Certification Examination

### AGREEMENT

I certify that all the information supplied to the ABO is complete and correct to the best of my knowledge and belief. I understand that the examination for which I am applying is voluntary on my part and I voluntarily accept and agree without reservation to the conditions set forth in the Examination Candidate Guide. I understand and agree that in the event I am certified as a Diplomate of the American Board of Optometry (ABO), the ABO shall be permitted to publish my name and biographical information on a roll of ABO Diplomates and in other ways determined appropriate by the ABO in its absolute discretion. I further understand and agree that my certification may be revoked should the ABO determine, in its absolute discretion, that:

1. any of the information in the Application or Exam Registration is false or contains material misrepresentations or omissions;
2. my license to practice therapeutic optometry has been revoked, restricted or suspended in any jurisdiction;
3. I fail to satisfy the criteria for maintenance of certification.

I understand that in the event I am successful on this ABO Board Certification Examination that my Diplomate status will remain in effect as long as I meet all of the current and future ABO maintenance requirements by the established deadlines. Furthermore, should I withdraw from the exam for any reason after paying the required fee, the policy set forth in the Examination Candidate Guide for the current examination shall apply.

I understand and agree to the following conditions regarding the examination:

1. All the examination questions and all other examination materials are the sole property of the American Board of Optometry. Questions or other materials have not been available for review by candidates before taking the examination and they will NOT be available for review by the candidates after taking the examination. No one is permitted to take any of the examination materials from the examination room. No one is permitted to reproduce the test questions in whole or in part, make written notes of the test content, or electronically copy, record and/or transfer test questions or preparatory material. Any notes taken during the exam and removed from the workstation will be considered exam content. No reference materials (texts, articles, or review materials) shall be permitted in the examination area. Following the examination, candidates may not discuss the content of exam questions with anyone.
2. I understand that I am expected to complete all sections of the exam and attempt all questions. Should I neglect to complete any section of the examination; I understand that any questions not answered will be counted as incorrect, I will not receive additional time, nor will I receive a refund of the exam fee or credit toward future fees.
3. I understand that during an examination, I am prohibited from bringing into the testing room anything unauthorized by the Prometric testing staff. Prohibited instructional information or personal items include, but are not limited to: reference materials, texts,

articles, review materials, written notes, electronic media, devices designed to augment knowledge or recall, a watch or time piece of any kind, cellular telephone, pager, hand held computer, personal digital assistant (PDA), mini-computer, camera or any writing instrument except the writing instrument provided by Prometric testing staff.

Furthermore, I will not be permitted to communicate with other candidates or any individual, except members of the test administration staff. Following the examination, I may not discuss the content of the exam questions with anyone. Further, I will make no effort to observe the answers of other candidates or have anything at my workstation except materials provided by the administrators at the test center. Only the distributed note taking materials provided by the testing center (i.e. note board, paper, writing instruments, etc.) may be used in the exam room. The use of telephones or leaving the testing area during an examination is prohibited except as permitted by the test administrators.

4. I understand that I risk failing the entire examination if I do not follow instructions on the examination itself.
5. The American Board of Optometry reserves the right to refuse admission to any candidate who more than 30 minutes after the appointment time.
6. The test administrators at my assigned test center are authorized by me to take all action they deem necessary and proper to administer the test securely, fairly and efficiently.
7. Smoking will not be permitted in the examination room.
8. In addition, should I do anything prohibited by the ABO, or should I be in violation of ABO policy set forth within this agreement and Examination Candidate Guide, my test scores will be invalidated.
9. I understand that after the exam, I may not discuss the exam with anyone.
10. If the ABO receives reports from the test center staff or video/audio surveillance taped during my examination which provides evidence of any violation of policies or accessing prohibited materials described herein or removing notes from the workstation area, I agree to cooperate with the ABO and acknowledge that the ABO has the right to invalidate my exam, forfeit the full exam fee and pursue necessary legal action.

I agree that if I wish to have my examination rescored, I must make the request, in writing, within 14 days of the release of the test results. I understand that this review will be limited to verifying (1) that the responses scored were indeed made by me and (2) that the scoring process correctly transformed my responses into a scaled score. I further understand that this review will not be a review of the content of the items, or a reconsideration of what the correct answer should be. In addition, I understand that the review will not be a reconsideration of the passing standard or of the acceptability of the testing conditions. I understand there is a \$200 fee for rescoring.

I agree that the Board may, at its discretion, release information contained in this Application, my examination results and/or my examination scores to researchers selected by the Board to study the testing and evaluation programs of the Board under appropriate conditions of confidentiality established by the Board. Aside from research purposes, I understand that my individual examination results and scores will be considered by the Board to be confidential, and, unless authorized by me, will not be released to others except pursuant to legal process.

I agree to hold the American Board of Optometry, its members, examiners, officers and agents free from any complaints, claims or demands for damage or otherwise by reason of any act of omission or commission that they, or any of them, may take in connection with this Application, the availability of testing centers, exam administration, the grade or grades given with respect to my examinations or the failure of the Board to issue me the certificate.

I hereby understand and agree that in the event I am certified as a Diplomate of the American Board of Optometry, that certification shall continue only for so long as I continue to meet all of the current and future ABO requirements and only for as long and during such time as I have an Active License to practice therapeutic optometry in a State, District of Columbia, U.S. Commonwealth or Territory. I further understand and agree that in the event my license in any jurisdiction is revoked, restricted or suspended for any reason or any term, I shall within 60 days so advise the American Board of Optometry at 243 N. Lindbergh Boulevard, Suite 312, Saint Louis, Missouri 63141 and cease immediately identifying myself in any way directly or indirectly as a Diplomate of the American Board of Optometry. I FURTHER UNDERSTAND AND AGREE THAT IF I FAIL TO NOTIFY THE AMERICAN BOARD OF OPTOMETRY OF ANY SUSPENSION, REVOCATION OR RESTRICTION ON ANY OF MY LICENSES, WITHIN 60 DAYS AFTER THE EFFECTIVE DATE, I SHALL BE INELIGIBLE TO SEEK REINSTATEMENT OF MY DIPLOMATE STATUS FOR UP TO ONE YEAR FOLLOWING THE REINSTATEMENT OF MY LICENSURE. When official written documentation of reinstatement of license is provided, the ABO will honor the remainder of the current certificate subject to Maintenance of Certification requirements. If the current certificate has expired prior to the reinstatement of the license, an application for the next examination may be submitted. Compliance with all application requirements in effect at that time will be mandatory.

It is understood that the decision as to whether my examination qualifies me for a certificate rests solely and exclusively with the American Board of Optometry and that its decision is final.

### **Arbitration of Disputes**

Any case, controversy or dispute which may arise between the applicant and ABO in connection with the application process and/or examination shall be settled and resolved by binding arbitration under the then prevailing rules of the American Arbitration Association ("AAA"). The decision of the arbitrators shall be final and binding, and judgment may be entered on the award of the arbitrators and enforced in any court of competent jurisdiction. Any arbitration proceeding will be held in Saint Louis County, Missouri. Notwithstanding the foregoing, ABO may seek injunctive relief in any court of competent jurisdiction as ABO determines, in its sole and absolute discretion, to be necessary or appropriate to protect the integrity and/or content of the examination.

### **Governing Law**

Any case, controversy or dispute which may arise between the applicant and ABO in connection with the application process and/or the examination shall be governed in all respects by the laws of the State of Missouri without regard to the choice of law rules of such jurisdiction.

***By my registration for the examination, I intend to be legally bound by the foregoing.***