



# Application Agreement for Initial Certification Examination

I HEREBY apply to the American Board of Nuclear Medicine, Inc. ( "ABNM" or Board" ) for admission to the certification examination of the Board, all in accordance with and subject to the Board' s policies and procedures.

## Fees and deadlines

I have reviewed all the fees and deadlines relating to this application and the certification examination. I understand that there is a non-refundable application processing fee and that after the deadline for withdrawal from the examination, there will be no refund of the application fee. I further understand and agree that if I do not sit for or complete the examination at my scheduled date and time, I will be required to submit a new application, including the application fee, should I seek admission to a future certification examination.

## Solicitation of Program Directors

I authorize the ABNM to solicit any references including, but not limited to, program directors, employers, superiors, associates and colleagues, for any information, ratings, examinations, judgments or other information relating to my competence and qualifications for admission to the certification examination. I also understand that confidentiality is a prerequisite to candor and that the efficacy of the evaluation procedure hinges on preserving the strict privacy and confidentiality of the evaluation. Therefore, I consent to the completion of the evaluation and to the use of such information on a completely confidential basis as an essential element in judging my eligibility to take the ABNM certification examination.

## Eligibility for admission to the certification examination

I understand and agree that the ABNM, consistent with its policies and procedures, shall decide my eligibility for admission to the certification examination based on the information submitted in my application, the recommendation of my program director(s) and other information reasonably available to the ABNM including, but not limited to, disciplinary action notifications from state medical licensing boards.

## Dispute Venue

I agree that if any dispute arises between myself and the American Board of Nuclear Medicine with regard to my qualification for or my taking of the examination, the results of the examination, and/or any decision made by American Board of Nuclear Medicine with regard to my qualification for, and any entitlement I may have to continue to qualify for a Certificate or Diploma, that dispute shall be had, held, and adjudicated in an appropriate court in the city of St. Louis, Missouri. I hereby consent to the jurisdiction and the laws of the State of Missouri and exclusive venue in the city of St. Louis, Missouri with regard to any dispute that may arise with regard to the conduct of the examination or my qualification for, and any entitlement I may have to continue to qualify for a Certificate or Diploma or in connection with the manner of conducting any examination or the results thereof, or my rights to certification by the American Board of Nuclear Medicine or to any privileges of such certification.

## Disqualification and forfeiture

I agree to accept and abide by disqualification from the certification examination, the issuance of a Certificate, and forfeiture and physical return of any such Certificate in the event that the Board determines that any of the statements made by me or information submitted by me in connection with this application for the certification examination is false, or that I violated any of the rules and regulations governing such examination, or that I violated any of the provisions of the ABNM Articles of Incorporation Bylaws and/or policies and procedures.

If I am disqualified by the Credentials Committee, I understand that I will have the right to appeal the initial decision in writing to the Board within 30 days of my receipt of notification of my disqualification. The appeal should include all necessary particulars. It is likely that the time required for the appeal will prevent me from taking the examination in the year that the appeal is filed. I also understand that the final decision of the Board regarding my disqualification cannot be appealed.

## Results of my certification examination

The minimum score an applicant must achieve on the examination to become certified in nuclear medicine is set exclusively by the ABNM. I understand that the decision as to whether my examination results qualify me for a Certificate

rest solely and exclusively with the ABNM. The ABNM's decision in this regard is final and cannot be appealed. I intend to be legally bound by all of the foregoing.

**Copying or sharing questions and answers (e.g. "recall questions" ) from the examination is not allowed.**

I understand that the certification examination will be supervised by proctors responsible to the ABNM for ensuring that the examination is conducted ethically and consistent with the rules and regulations governing the certification examination. I understand that any irregularities committed by me or on my behalf during the certification examination including, but not limited to, giving, obtaining or using unauthorized information, aid or assistance, may be sufficient cause for the Board to terminate my participation in the examination, invalidate the results of my examination or to take other action against me including, but not limited to, disqualification from future certification examinations. I further understand that any such irregularities discerned through subsequent statistical analysis may be sufficient cause for the Board to invalidate the results of my examination or take other action against me in its sole discretion including, but not limited to, disqualification from future certification examinations.

## Release of Information

I hereby authorize the Board to transmit the information contained in this application, or information which otherwise becomes available to the Board relating to this application such as the results of the examination to which I am applying, to the director(s) of the program(s) in which I was enrolled. I understand and agree that all statements, letters of reference and other information furnished to the Board in connection with this application is the sole property of the Board and not subject to review by me or anyone on my behalf. I further understand and agree that the certification examination is the sole property of the Board, and that the examination will not be available for review by examinees either before or after the examination.

If I achieve certification by the ABNM, I authorize the ABNM to submit my information for publication in directories of certified medical specialists and to any other institution, professional organization or individual which, in the opinion of the Board, has a legitimate interest in such information.

## Participation in MOC Program

I understand that if I become Board-certified by the ABNM, participation in and successful completion of the ABNM' s Maintenance of Certification ( "MOC" ) is required to maintain my certification.

I understand that participation in and successful completion of the ABNM's MOC program, as well as any and all other requirements as may be imposed by the ABNM from time to time, is required to maintain certification. I further understand that my failure to do so will result in forfeiture and return of my Certificate.

## Compliance with all ABNM Bylaws, Policies and Procedures

I understand that all Certificates will be subject to the Bylaws, policies and procedures of the ABNM and will be subject to the same conditions, rules and regulations that are applicable to newly-awarded Certificates issued, including time limits and requirements for MOC.

## Agreement to hold the ABNM harmless

In consideration of the Board' s acceptance of my application, I hereby release the Board, its members, examiners, officers, directors and agents from any and all liability arising from or in connection with this application, the certification examination, the results of my examination, the termination of my participation in the examination, the invalidation of the results of my examination and/or the issuance or failure to issue a Certificate. I agree to indemnify the Board, its members, examiners, officers, directors and agents and hold them harmless from any loss, damage, cost or expense, including attorneys' fees, in any suit or complaint, threatened or filed, in law or in equity, and arising out of or in connection with this application, the certification examination, the results of my examination, the termination of my participation in the examination, the invalidation of the results of my examination and/or the issuance or failure to issue a Certificate.

**I hereby certify that the information given in this application is true and correct to the best of my knowledge, information and belief.**