



# Application Agreement for Maintenance of Certification Examination

I HEREBY apply to the American Board of Nuclear Medicine, Inc. ( "ABNM" or "Board" ) for admission to the Maintenance of Certification ( "MOC" ) 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 MOC examination. I understand that there is a non-refundable application processing fee and that after the deadline for withdrawal from the MOC 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 MOC 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 MOC examination.

## Eligibility for admission to the MOC examination

I understand and agree that the ABNM, consistent with its policies and procedures, shall decide my eligibility for admission to the MOC examination based on the information submitted in my application 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 MOC 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 MOC 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 you 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 MOC examination

The minimum score an applicant must achieve on the MOC examination to maintain Board certification in nuclear medicine is set exclusively by the ABNM. I understand that the decision as to whether my examination results qualify me to maintain my 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 MOC 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 MOC examination. I understand that any irregularities committed by me or on my behalf during the MOC 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 in its sole discretion including, but not limited to, disqualification from future MOC 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 MOC examinations.

## Release of information

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. I further understand and agree that the MOC 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.

## 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 MOC examination, the results of my MOC examination, the termination of my participation in the MOC examination, the invalidation of the results of my MOC 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 MOC examination, the results of my MOC examination, the termination of my participation in the MOC examination, the invalidation of the results of my MOC examination and/or the issuance or failure to issue a Certificate.

## Participation in MOC Program

If I have a time-limited certificate, I understand that participation in the ABNM's MOC program is required in order to maintain my Certificate, in addition to satisfying all other requirements that may be imposed by the ABNM from time to time. I further understand that my failure to satisfy all ABNM requirements, including but not limited to, the MOC program and examination, will result in forfeiture of my Certificate and physical return of the same to the ABNM.

## 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.

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