

ARE Candidate Agreement

Updated July 2015

I affirm that the information given in my NCARB Record is true, correct, and complete to the best of my knowledge. By clicking 'I Accept', I agree to abide by the following terms and am entering into a binding agreement ("Agreement") between me and the National Council of Architectural Registration Boards (NCARB).

- I have READ, UNDERSTAND, and AGREE to ABIDE BY the Architect Registration Examination® (ARE®) policies and regulations as set forth in the *ARE Guidelines* ("ARE Policies and Regulations"). Further, I ACKNOWLEDGE and AGREE that NCARB reserves the right to modify or alter at any time any rules, policies or procedures set forth in the ARE Policies and Regulations, which revisions or modifications shall be binding upon me.
- I UNDERSTAND that disciplinary action for violation of this Agreement and/or the ARE Policies and Regulations may include, without limitation, suspension of my ARE test taking privileges, cancellation of my ARE scores, and/or my potential inability to obtain future NCARB Certification or to become registered as an architect.
- I AGREE that I will conduct myself professionally and civilly at all times while at the testing center, and I will follow appropriate instruction given by the test center staff.
- I UNDERSTAND that all content of the ARE is confidential, the property of NCARB, and protected by US copyright laws.
- I AGREE that I will not disclose to anyone by any means – electronic, written or verbal – the substance or details of any ARE questions, vignettes or other graphics and/or alleged answers.
- I AGREE that I have not obtained, nor will I seek to obtain, ARE content disclosed by others.
- I AGREE that I will not disclose or disseminate ARE content that others may have disclosed to me.
- I AGREE that any action to enforce this Agreement, the ARE Policies and Regulations, and/or any action for infringement of NCARB's copyright of the ARE may be commenced in or transferred to the United States District Court (or other court of competent jurisdiction) where NCARB's principal office is located, which currently is the District of Columbia, and I hereby consent to the personal jurisdiction of such court. Further, I AGREE that the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- I UNDERSTAND that a violation of this Agreement or the ARE Policies and Regulations may result in my civil liability to NCARB for its costs and monetary damages, which may be substantial, as well as disciplinary actions taken against me by NCARB.
- I UNDERSTAND that a violation of this Agreement or the ARE Policies and Regulations may result in notification to the registration Board responsible for my examination eligibilities, which may lead to further disciplinary action by such Board.
- I HEREBY RELEASE, DISCHARGE AND HOLDS HARMLESS INDIVIDUALLY AND COLLECTIVELY NCARB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, VOLUNTEERS, SUBSIDIARIES, AGENTS, SUCCESSORS, AND ASSIGNS, INCLUDING MEMBERS, EMPLOYEES, AND AGENTS OF NCARB, FROM ANY AND ALL CLAIMS OR LIABILITY THAT MAY ARISE, DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE, BY REASON OF OR IN CONNECTION WITH ANY DECISION, ACTION, OR OMISSION RELATING TO NCARB'S ADMINISTRATION OF THE ARE.