

## PROCTOR AGREEMENT

This proctoring agreement (the “Agreement”) is made between

Linux Professional Institute Inc  
41 John Street  
Upper Suite 1  
Port Hope, ON Canada L1A 2Z3  
(hereinafter referred to as “LPI”)

- and -

(hereinafter referred to as “PROCTOR”)

collectively referred to as the “Parties”.

### RECITALS

1. LPI is a producer of professional open source certifications, sponsorships and partner programs and now desires to appoint the PROCTOR for the proctoring of LPI exams in support of its proctoring program (the “PROGRAM”) subject to the exclusions set forth in Section 12.
2. PROCTOR wishes to become a proctor of LPI and participate in the PROGRAM.
3. LPI is a vendor-independent organization and does NOT mandate a particular method of test preparation.
4. PROCTOR may receive, view or otherwise be required to handle confidential information on behalf of LPI due to the nature of exam delivery and development activities of LPI.
5. This Agreement provides the minimum standards for the handling of LPI's confidential information by the PROCTOR and creates direct obligations for the PROCTOR.
6. In consideration of the mutual promises set forth in this Agreement, it is agreed by and between LPI and PROCTOR:

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LPI initials

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PROCTOR initials

## 1. DURATION

The term of this Agreement shall be one (1) contract year, beginning on the date this contract is signed (“EFFECTIVE DATE”), unless terminated earlier under Section 13 TERMINATION AND MODIFICATIONS. When allowable by law, on the annual anniversary of this contract, the term will automatically renew for another contract year unless written notice is received by either party 30 days prior to the renewal date indicating that the contract will not be extended by an additional year. When not allowable by law, this agreement must be reconfirmed annually.

## 2. CONFIDENTIAL INFORMATION

Information disclosed to the public by LPI is not considered confidential information for the purpose of this Agreement. Confidential information for the purpose of this Agreement shall mean any information made available to the PROCTOR by LPI including, but not limited to, exam content, exam results, statistical information, product development information, financial information, contractual information, as well as any other proprietary information derived from such confidential information or otherwise provided to the PROCTOR by LPI.

## 3. DUTY OF CONFIDENTIALITY

The PROCTOR agrees that to:

1. Maintain all confidential information as strictly confidential;
2. Disclose Confidential Information only to persons explicitly authorized in writing by LPI to receive Confidential Information;
3. Immediately notify LPI after becoming aware of an actual or imminent disclosure or unauthorized use of the Confidential Information or any attempt thereof;
4. Exercise all reasonable measures to prevent or otherwise terminate any or continuing disclosure of Confidential Information and fully cooperate with LPI in this regard.

## 4. PROTECTIVE MEASURES

In order to maintain the confidentiality of the Confidential Information the PROCTOR agrees to the following.

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For paper-based certification examinations:

1. The PROCTOR agrees to follow all instructions given to the PROCTOR by LPI including but not limited to this Agreement, LPI Paper Based Test Process, and the LPI PBT Proctoring Presentation.
2. Confidential information may include examination booklets, answer sheets and instructions which LPI will ship to the address listed in this Agreement or another site if approved by LPI.
3. The PROCTOR is responsible for the security of the confidential information once they have received it. The shipment will be marked as confidential and must not be opened by any other person than the PROCTOR.
4. The PROCTOR is responsible for securing the confidential information at all times and may not copy or reproduce any part.
5. The PROCTOR will honor the three (3) year waiting period between proctoring a release version of an exam and attempting to take the same exam release version unless an exception is requested and granted in writing by LPI.
6. The PROCTOR will follow LPI's privacy policies as stated in the policy section of the LPI website, <https://www.lpi.org/policies>, including the protection of candidate personal information which may be obtained during the sign-in or examination process.
7. The PROCTOR agrees to promptly notify LPI if proctoring activities cease.

For Internet-based delivery of electronic examinations:

1. The PROCTOR agrees to follow all instructions given to the PROCTOR by LPI including but not limited to this Agreement and the Proctor Instructions.
2. The PROCTOR is responsible for securing confidential information including login information for the delivery system at all times.
3. The PROCTOR will honor the three (3) year waiting period between proctoring a version of an exam and attempting to take the same exam version unless an exception is requested and granted in writing by LPI.
4. The PROCTOR will follow LPI's privacy policies as stated in the policy section of the LPI website, <https://www.lpi.org/policies>, including the protection of candidate personal information which may be obtained during the sign in or examination process.
5. The PROCTOR agrees to promptly notify LPI if proctoring activities cease so that LPI may inactivate any login information.

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The foregoing describes the protective measures at the effective date of this Agreement. LPI can at its sole discretion at any time update extend or shorten these measures.

## 5. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

1. Upon the request of LPI, the PROCTOR shall destroy or return any and all confidential information in its digital or physical possession received from or created on behalf of LPI. The confidential information shall be irreversibly destroyed in the most effective manner to ensure that the confidential information is no longer recognizable.
2. The PROCTOR shall provide confirmation to LPI of the destruction of the confidential information including the method of destruction and shall further confirm that it no longer possesses any confidential information.
3. Under no circumstances does the PROCTOR have any right of retention to the confidential information or any portion thereof.

## 6. STORAGE OF PERSONAL DATA

Both parties agree that personal and private data will be handled and stored according to the LPI privacy statement kept at <https://www.lpi.org/policies>.

If any confidential data belonging to either Party is to be disclosed due to legal or judicial requirements or due to the request of a supervisory body, the disclosing Party shall promptly report, in writing, to the other Party regarding the fulfillment of such disclosure in order that each Party may, if it is in its best interest, take the necessary measures to restrict or prevent the disclosure of information or sensitive data when permitted by law.

## 7. CHANGE OF PROGRAM REQUIREMENTS

The parties agree that LPI may change the details of the PROGRAM at any time upon 30 days written notice to the PROCTOR's designated contact and posting to the LPI website. The PROCTOR shall comply with the PROGRAM guidelines including all portions therefore that are electronically posted at [www.lpi.org](http://www.lpi.org).

## 8. PARTICIPATION IN OTHER LPI PROGRAMS

This agreement does not prevent PROCTOR from fully participating in other LPI programs.

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## 9. NO FRANCHISE CREATED

The parties acknowledge and agree that execution of this Agreement and participation in the PROGRAM does not create a franchise, joint venture, financial partnership, or similar business relationship between LPI and the PROCTOR or any other third party.

## 10. ENTIRE AGREEMENT

This Agreement, including the Schedules and Exhibits attached hereto, constitutes the entire agreement and supersedes all prior agreements between the parties with respect to the transactions set forth herein and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

## 11. COUNTERPARTS

This Agreement may be agreed to and executed in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

## 12. GENERAL CONTRACT PROVISIONS

1. Subject to the provisions of SECTION 12 hereof, no change or modification of this Agreement shall be valid unless it be in writing and signed by each party.
2. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
3. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void or unenforceable for any reason, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.
4. This Agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and permitted assigns of each of the parties.
5. Both parties agree to the use of electronic communication and e-signatures for contract execution. Either party will have the option to execute the agreement through original signature.

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6. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. The parties submit themselves to the exclusive jurisdiction of the courts of that country.
7. This Agreement is not assignable by the PROCTOR without the prior written consent of LPI. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.
8. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
9. All provisions and details of this Agreement may be considered public information by the PROCTOR and disclosed, at will, to whomever or whatever the PROCTOR chooses.
10. Upon default by one of the Parties under any terms of this Agreement, and at any time after the default, the aggrieved Party shall have all rights and remedies provided by law and by this Agreement. No single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the aggrieved Party may remedy any default by the Party in default of this Agreement in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Party in violation of this Agreement. All rights and remedies of the aggrieved Party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
11. If there is any conflict between the terms and conditions of this Agreement and the PROGRAM guidelines, the terms and conditions of the PROGRAM guidelines shall prevail.

### **13. TERMINATION AND MODIFICATIONS**

Either party has the right to terminate this agreement with 30 days written notice to the other party.

All notices required or permitted to be given hereunder shall be made via the LPI computer-based management system or in writing and either hand-delivered, telecopied, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other party or parties hereto at the address(es) on page 1. A notice shall be deemed given when delivered personally, when the telecopied notice is transmitted by the sender, three business days after mailing by certified first class mail, or on the delivery date if delivered by electronic mail.

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## In Agreement

LPI and PROCTOR, correctly represented by the undersigned, hereby confirm their agreement and acceptance of this Agreement and pledge their full support and cooperation to the contents described herein.

## Signatures

LPI

PROCTOR

_____	_____	_____	_____
	Date	LPI ID:	Date
Account Executive Linux Professional Institute			

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## Schedule “A” PROCTOR REQUIREMENT

A “Proctor” is defined as an authorized representative of the Linux Professional Institute (“LPI”) who provides exams for certification testing as determined under the policies and procedures of the Linux Professional Institute.

A proctor is a trustworthy, qualified individual based on the guidelines set forth below in order to deliver paper and testing world wide. Only LPI staff members or authorized personnel may train proctors for this program.

All proctors:

1. Must be at least 18 years of age.
2. Are disinterested parties and therefore may not be employers, contract holders, or co-workers who have the ability to hire, fire, discipline, or affect the promotion or salary of any candidate in a testing session.
3. May only receive payment for their proctoring services from LPI or its authorized partners but not, in any way, receive payment or other benefits from anyone, including an LPI partner, based on the outcome or scoring of any candidate exam.
4. Must be trained by LPI staff members or authorized personnel and cannot deliver exams without signing this Agreement and participating in an LPI proctor training session.

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