



NESTA PFT Proctoring
Private Proctor Application,
Proctor Agreement, and
Proctor NDA



NESTA ECB
31441 Santa Margarita Pkwy, A-365
Rancho Santa Margarita, CA
92688-2123 USA
Ph: 1-877-348-6692
Fx: 949-589-8216

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Exam Candidate Check List and Steps

- Read this document completely**

- Candidate will submit a detailed response of why you (Exam Candidate) are requesting your exam to be proctored outside of a PSI Exam Location (Proctor Petition page 7).**

- Proctor will complete and submit the NESTA Proctor Application (including the application form, signed non-disclosure agreement, resume, and/or other qualifications stating why he/she can proctor the exam - pages 6-7, 10-15)**

- Candidate will pay a \$45 Proctor Application Fee. Fee can be filled out and listed on Proctor Application, submitted via mail, or paid online (please email cs@nestacertified.com for instructions). Applications will not be processed until payments have been processed. **NOTE: A denied application will still be charged.****

NOTE: Only after the NESTA ECB has approved the proctor will arrangements be made for the exam to be securely emailed to the proctor.

- On the day of your proctored exam, have proctor fill out Proctor Agreement and Exam Candidate will fill out the Student Information Sheet.**

NOTE: If a student fails to submit any of these items, his/her application will be considered incomplete. Incomplete applications will be held for a maximum of 14 days and then will be discarded. Within 30 days of purchase and submission of the proctor agreement, if the submitted agreement is denied or the proctoring requirements not met, the candidate will receive a refund of their course fees minus a \$45 administration fee.

Proctor Training-Qualifications

Individuals who will be responsible for proctoring tests will be required to adhere to the guidelines established by the company administrator.

- Proctors should be reliable, punctual, detail-oriented and able to deal effectively with people in difficult situations
- To administer the exam, the proctor must be able to read and speak English and be familiar with the relevant test administration protocols as well as exam security procedures. Additionally they must understand the concepts of standardized testing, the importance of test security and implications of testing irregularities
- Proctors may NOT be related, associated or affiliated with any individual taking the exam.
- Proctor may NOT have a personal interest in the outcome of the candidate
- Proctors must be familiar with the test facility accommodations, including emergency exits and protocols
- Cannot be directly associated with NESTA PFT program management or educational staff

Proctors must submit with detailed response of their qualifications for being a proctor as well as a current resume. This must be submitted with Page 5 of this document.

Proctor Responsibilities

The proctor's responsibility is to provide a secure environment for the candidate to take the examination, so as to deter cheating attempts and ensure that there are no unnecessary distractions. To achieve this, the proctor will verify exam examinee's identity before logging in the examinee. This is to ensure that a more qualified 'stand-in' is not taking the exam.

The proctor will be present, in the room, during the entire time that examinees are testing. This will include ensuring that no exam questions are copied, printed or compromised in any way. This allows all examinees an equal chance to pass an exam.

Should testing candidate require special accommodations, such accommodations must be pre-approved by the NESTA ECB and the Proctor will be notified by ECB via email Proctors who administer exams to candidates with disabilities should also become familiar with the examinee's specific needs and be able to provide appropriate accommodations per ECB instructions.

Proctor Duties Prior to Exam

The proctor will familiarize themselves with the relevant test administration and security procedures. To do this, the proctor will read the general exam administration instructions and prepare the room prior to accepting the examinees. The roster should be checked and the company administrator is to be contacted should there be a discrepancy.

The proctor will need to confirm the proper number of desks, tables and chairs to allow for the examinees to be five feet apart with all seats facing the same direction. Additionally, the room temperature should be reasonable.

The proctor will verify that no subject-related information is displayed on the walls or video. A clock should be visible and in working order. Lastly, the proctor will post "Exam in Progress" sign on all doors.

Proctor Responsibilities for Examinee Check-In

As examinees arrive, the roster should be marked accordingly (see last page of this agreement). The examinee must provide at least one form of current photo ID (valid driver's license, passport, military ID, etc.).

Examinee must provide a valid CPR certification.

The proctor will assign seats to all examinees (do NOT allow examinees to choose their own seats)

During the exam, the examinees will not be permitted to have during the test:

- Electronic equipment (cell phone, smart phone, laptop, table computer, etc.), portable listening or recording devices (MP3 player, iPod, etc.), cameras or other photographic equipment, devices that can access the internet or other electronic or communication devices. NOTE: As the exam is administered in an online format, the examinee will have access to one computer to access the exam. The proctor must ensure the examinee does not access any content/website other than the online testing portal during the exam.
- No watches that beep or have an alarm
- No food or drink
- Purses and backpacks to be placed at the back of the room

General Exam Instructions – These are to be read to all examinees

Once all examinees are admitted and seated, the proctor will read the Examination Rules and Important Points:

- There will be no questions once the exam begins, the proctor cannot answer any questions therefore examinees are advised to listen closely to instructions and read all directions.
- During the exam, no talking is permitted
- No breaks are allowed once the exam is started
- No test materials, documents or memoranda of any kind are to be taken from the exam room.
- Examinees will be given 2 hours to complete the 125 question exam

Online Exams:

- Examinees are instructed to login in to the online portal and access the exam page: pft.nestaonline.com
- Proctor will provide the exam password (Proctor will receive after application is approved), The password must be given at the time of testing verbally.
- Upon completing exam, results will be presented and uploaded into the NESTA database
- If student received a passing score, they will receive an email notification to confirm mailing address.

Examinee may be dismissed from the exam for any of the following reasons:

- Examinees are instructed to keep their eyes on their own exam or they will forfeit the opportunity to take the exam, at any time. (They may be permitted to stand or mimic movements without interrupting others)
- If the examinee's admission to the exam is unauthorized.
- If an examinee creates a disturbance, is abusive or otherwise uncooperative
- If an examinee gives or receives help, or is suspected of doing so
- If an examinee attempts to remove exam materials or notes from the test center
- If the examinee attempts to take the exam for someone else

After the exam

- Upon passing the exam, certifications will be mailed within 3 weeks.
- A 30-day waiting period is necessary before retaking the exam, if necessary.

Proctor Responsibilities During the Exam

Proctors will observe the examinees without being obtrusive. This is done to guard against attempts at cheating. The proctor will maintain security of the test materials and watch exits. To actively proctor the test, NEVER leave a room unsupervised.

The proctor will never eat, drink, read, engage in conversation, correct papers, use a computer or laptop or perform any activity not related to the test administration. This will also include no use of phones/mobile devices during the exam administration. If a proctor has a mobile device, it must be set to silent so it will not cause any disturbance or be a distraction. It should only be used during emergencies.

The proctor will distribute and collect all test material individually and reconcile counts at all times. It is the responsibility of the proctor to report and handle any irregularities according to the program requirements. If the proctor suspects cheating or any other administrative inconsistencies, the proctor is to report this in detail via email to the ECB immediately (ecb@nestacertified.com) where it will be reviewed by the Administrative Committee.

Lastly, it is the proctor's responsibility to ensure accurate timing of the exam.

Proctor Responsibilities Following the Exam

At the end of the allotted two hours, the proctor will verify count and secure materials by logging out of the system before dismissing the examinees. The proctor will prepare the paperwork (agreement and roster) and arrange for the pick-up/shipping or scan/emailing back to NESTA. This is in accordance to company specifications and local system.

Exam Candidate Responsibilities

Along with the form found on the following page, the Exam Candidate must submit a detailed response of why they are requesting a proctored exam outside of PSI. Submissions without a detailed response will be considered incomplete and if not completed will be denied within 14 days.



THE NATIONAL EXERCISE & SPORTS TRAINERS ASSOCIATION EXECUTIVE CERTIFICATION BOARD

Proctor Application

To Be Completed by the Proctor (90-Days Prior to Requested Exam Date)

Upon completion, please submit this form to the NESTA Executive Certification Board.

Proctor Name/Title: _____

Proctor Email: _____

Testing Site Name: _____

Testing Site Street Address: _____

City: _____

_____ (initial) I agree to proctor the NESTA Certified Personal Trainer exam for the candidate named above, according to the NESTA Policies & Procedures and Exam Candidate Handbook.

_____ (initial) I agree to accept the exam electronically from NESTA and that no copying of test items (e.g. screen capture, pictures, hand written) will be allowed.

_____ (initial) I hereby accept that I am responsible for the security of the NESTA Certified Personal Trainer Exam and state that I have no affiliation or stake in the candidate listed above outcome.

Signature

Date

Application Fee

Fee - \$45

Total

\$ _____

Payment Information

Method of Payment Check or Money Order Payable to: NESTA

Visa Mastercard AMEX Discover

Name as Listed on Card _____

Account Number _____ Expiration Date _____

CVV Code _____ Name on Card _____

Billing Address _____

Signature _____

Submit this form:

By email: Scan form and attach in email: ecb@nestacertified.com. Subject: Proctor Agreement

By fax: 949-589-8216

By mail: NESTA ECB, 31441 Santa Margarita Pkwy, A-365, Rancho Santa Margarita, CA 92688

To be answered by exam proctor:

Please explain in detail your relationship to the exam candidate:

Proctor Petition

To be answered by NESTA Exam Candidate:

Please explain in detail and provide evidence to why you are asking for your exam to be proctored outside an exam testing site. Please feel free to attach a document(s).



THE NATIONAL EXERCISE & SPORTS TRAINERS ASSOCIATION EXECUTIVE CERTIFICATION BOARD

PROCTOR AGREEMENT for NESTA DISTANCE LEARNING EXAM
(To be filled out and signed on the day of the exam)

Instructor/Course Information
Class NESTA PFT

Proctor Information (to be completed by NESTA approved Proctor):

Name _____ Daytime Phone _____

Title _____ Approved ID _____
(State Driver's License, State Issued ID, Military ID, Passport etc.)

Organization _____

Address _____

E-mail _____

Proctor Agreement Statement

As an exam proctor, I will proctor the agreed upon exam for stated NESTA student(s). I will carefully review all exam instructions and certify that each exam be administered in accordance with the following guidelines:

1. Proctor will verify Student(s) identification with an approved photo ID (State Driver's License, State Issued ID, Military ID, Passport etc.), a valid CPR card
2. Student(s) sign-in on page 9 of this application
3. No outside assistance will be allowed (closed-book only, no online resources, no references, etc.)
4. Student(s) will have have 2 hours to complete the exam
5. The Proctor Agrees not to make any copies of the exam. If it is found that the exam has been copied, the exam candidates scores will be void and a maximum penalty will be administered.

I agree that all exams will remain confidential until administered to the student.

Proctor Signature _____

Date _____

Please sign and return this form with a photocopy of your ID to NESTA at the address listed below.

NESTA Executive Certification Board
31441 Santa Margarita Pkwy, A-365
Rancho Santa Margarita, CA 92688
fax: 949-589-8216

NOTE: If found in violaoation of this agreement, certification(s) are considered null and void.

Student Information Roster (to be completed by Proctor and NESTA PFT Student on day of exam):

Name _____

Daytime Phone _____

Signature _____

Approved ID _____

CPR _____

Proctor's Initials _____

Name _____

Daytime Phone _____

Signature _____

Approved ID _____

CPR _____

Proctor's Initials _____

Name _____

Daytime Phone _____

Signature _____

Approved ID _____

CPR _____

Proctor's Initials _____

Name _____

Daytime Phone _____

Signature _____

Approved ID _____

CPR _____

Proctor's Initials _____

Name _____

Daytime Phone _____

Signature _____

Approved ID _____

CPR _____

Proctor's Initials _____

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) is entered into and made effective as of this _____ day of _____ 20__, by and between National Exercise & Sports Trainers Association, a California corporation (“NESTA”), the NESTA Executive Certification Board (NESTA ECB); and _____ (the “Recipient/Proctor”). NOTE: This agreement supersedes any previous confidentiality and nondisclosure agreement between NESTA, the NESTA ECB and the Recipient/Proctor.

WHEREAS, NESTA, the NESTA ECB and the Recipient/Proctor desire to initiate or are currently engaged in discussions and negotiations (the “Discussions”) with respect education and testing developed by NESTA, specifically in regard to overseeing test administration of NESTA PFT candidates;

WHEREAS, NESTA and the Recipient/Proctor each intend to disclose and have disclosed to the other certain confidential or proprietary information (“Proprietary Information”), specifically in regards to test administration, policies and procedures and test questions;

WHEREAS, both NESTA and the Recipient/Proctor agree that such disclosures must be maintained in confidence and that the commitments set forth herein were and are a condition precedent to each party’s agreement to enter into or to continue the Discussions.

NOW THEREFORE, in consideration of the foregoing, the disclosure of any Proprietary Information and the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. PROPRIETARY INFORMATION AND CONSTRUCTION

A. Any party disclosing information hereunder shall be deemed “Discloser” with respect to such information and any party receiving information hereunder shall be deemed “Recipient/Proctor” with respect to such information.

B. All information furnished by either party to this Agreement or its respective Representatives (as defined below), whether furnished prior to, on or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished, is referred to in this Agreement as “Proprietary Information.”

C. For the purpose of this Agreement, “Proprietary Information” may include, but is not limited to, any written document, data, drawing, screen, graphic, electronic transmission, correspondence, oral or verbal communication, presentation, material, part or other form of information including, but not limited to, design information, specifications, manufacturing, assembly, and/or test procedures, performance data, technical data and business data, know-how, formulas, algorithms, computer programs, processes, designs, sketches, photographs, plans, product concepts, samples, reports, laboratory notebooks, business and financial plans, vendor, customer, referral source and distributor names and information, pricing information, financial information, market definitions, inventions or ideas disclosed by a party to this Agreement. Proprietary Information may also include any documentation or communication relating to cost, quantity, delivery schedule, production schedule, forecast, specifications, quality, reliability, procedures, processes, or performance disclosed by a party to this Agreement. The existence of this Agreement, the exploration of a business relationship between the parties and any resulting business relationship shall be considered Proprietary Information.

D. Proprietary Information shall not include information that:

1. becomes a matter of public knowledge other than as a result of a disclosure by Recipient/Proctor or its Representatives;
2. is rightfully received by Recipient/Proctor from a third party without restriction on disclosure;

3. is independently developed by Recipient/Proctor without the use of Discloser's Proprietary Information; or
4. is in the possession of Recipient/Proctor on a non-confidential basis prior to its disclosure by Discloser or its Representatives.

Notwithstanding anything herein to the contrary, in the event that Recipient/Proctor is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Proprietary Information, Recipient/Proctor agrees that, to the extent permitted by law, it will provide Discloser with prompt notice of such request or requirement in order to enable Discloser (i) to seek an appropriate protective order or other remedy, (ii) to consult with Recipient/Proctor with respect to Discloser taking steps to resist or narrow the scope of such request or legal process, or (iii) to waive compliance, in whole or in part, with the terms of this Agreement, all at the sole cost and expense of Discloser, including the reimbursement of Recipient/Proctor's expenses (including attorney's fees) incurred in connection with compliance with this paragraph I.D. In any such event Recipient/Proctor will use its reasonable best efforts to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment.

E. As used in this Agreement, the term "Representative" means, as to any person, such person's affiliates and its and their directors, officers, members, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons.

F. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, limited liability Contractor, partnership, other entity or individual.

II. USE OF PROPRIETARY INFORMATION

A. Proctor acknowledges that Discloser's Proprietary Information is confidential and proprietary to Discloser, and is vital to the success of Discloser's business. Proctor therefore agrees that Recipient/Proctor shall use Discloser's Proprietary Information solely for the purposes of test administration. Under no circumstances is Proctor allowed to copy or distribute Proprietary Information (e.g. test items).

B. Except as required by law, or unless otherwise agreed to in writing by Discloser, Proctor agrees (i) to keep all Discloser's Proprietary Information confidential, (ii) not to disclose or reveal any of Discloser's Proprietary Information to any person, and (iii) not to use or disclose any of Discloser's Proprietary Information for any purpose whatsoever other than as permitted pursuant to the terms of this Agreement.

C. Proctor acknowledges that it will be responsible for any breach of the terms of this Agreement by its Representatives.

III. RESPONSIBILITIES OF RECIPIENT/PROCTOR/PROCTOR

A. Recipient/Proctor/Proctor agrees (i) that Recipient/Proctor/Proctor will not reveal Discloser's Proprietary Information to any third party other than as provided in accordance with the terms of this Agreement; and (ii) that Recipient/Proctor/Proctor will protect Discloser's Proprietary Information with at least the degree of care with which it protects its own proprietary information, but in no case with less than a reasonable degree of care. (iii) to follow all instructions and test administration procedures as outlined in the NESTA ECB Proctor Agreement.

B. Within thirty (30) days of a written request by Discloser or in the event that either party decides to terminate the Discussions or to terminate such business relationship, Recipient/Proctor shall (i) destroy or return to Discloser, at Recipient/Proctor's option, all documents received from Discloser that contain Proprietary Information, any tangible forms or embodiments of Proprietary Information, all documents it may have created which reveal any Proprietary Information, and all copies of the foregoing, except that, at Recipient/Proctor's option, Recipient/Proctor's attorneys may keep copies of such Proprietary Information in their files for the purpose of maintaining

an archival copy of Recipient/Proctor's obligations under this Agreement, and (ii) deliver to Discloser a certificate stating that Recipient/Proctor has complied with such request. A deletion of electronic files containing or constituting Proprietary Information shall be considered to be the destruction of such Proprietary Information for purposes of this Agreement, provided that the deleted files must not be retrievable other than through extraordinary data salvage methods.

C. QUALIFICATIONS: I acknowledge that as a Proctor representing NESTA I must continue to meet qualifications defined in the Board's policies and procedures. I acknowledge that I am not directly involved in the development or delivery of any educational or training program designed or intended to prepare individuals to take a NESTA certification examination. I agree that I will not develop or deliver any educational or training program designed or intended to prepare individuals to take a NESTA certification examination for 3 years following completion of my Board service.

D. I acknowledge that I will (1) operate according to the Board's policies and procedures for the certification exam process and to carry out the functions assigned to me.

IV. OWNERSHIP OF PROPRIETARY INFORMATION

A. Discloser retains ownership of all of its Proprietary Information, including intellectual property components of its Proprietary Information, and this Agreement does not grant any right or license, express or implied, to Recipient/Proctor under any patent, invention, trade secret, trademark, or copyright of Discloser, except for the limited right to use the Discloser's Proprietary Information as set forth in paragraph II.A.

B. Discloser also retains ownership of all tangible forms or embodiments of its Proprietary Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof as well as product samples.

C. Recipient/Proctor shall not acquire any intellectual property rights from Discloser other than by a separate written agreement.

D. Discloser agrees that any advice, consultation, recommendation or feedback of any kind that Recipient/Proctor provides to Discloser with respect to Discloser's product or Proprietary Information, including any custom, complimentary or derivative product developed by Recipient/Proctor (collectively, "Custom Products"), whether or not it is eventually embodied into any product of Discloser, is Recipient/Proctor's sole property, and that Discloser shall have no right to or interest in any such Custom Products. Both parties agree that the consideration each party has received is adequate compensation, that Recipient/Proctor has no expectation of any ownership or other rights to any product or Proprietary Information of Discloser and that Discloser has no expectation of any ownership or other rights to Recipient/Proctor's Custom Products. If Discloser desires to incorporate Recipient/Proctor's Custom Products into any product or Proprietary Information of Discloser, the parties agree to enter into good faith discussions in an attempt to come to an agreement enabling Discloser to do so, whether pursuant to a license and royalty agreement, distribution agreement, sale of rights agreement or other agreement with Recipient/Proctor. Recipient/Proctor retains the right to value its Custom Products in its sole discretion. If Discloser does not agree with Recipient/Proctor's valuation, then Discloser shall be unable to utilize such Custom Products.

V. INJUNCTIVE RELIEF

Recipient/Proctor acknowledges and agrees that Discloser may not have an adequate remedy at law in the event of a breach of this Agreement by Recipient/Proctor, that Discloser may suffer irreparable damage and injury as a result of a breach of this Agreement, and that if the Recipient/Proctor violates the provisions of this Agreement, Discloser, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to seek an injunction to be issued by a court of competent jurisdiction restricting the Recipient/Proctor from committing or continuing any violation of the terms of this Agreement.

VI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such invalid, illegal or unenforceable provision (or provisions) shall be reformed and construed so that it (or they) will be valid, legal and enforceable to the maximum extent permitted by law.

VII. MISCELLANEOUS

A. Without first obtaining the written consent of the other party hereto, each party to this Agreement hereby agrees (i) not to use the name of the other party in any form of advertising, marketing or promotion, or any type of communication whatsoever, whether written, oral or electronic; and (ii) not to disclose the existence of this Agreement nor to disclose that the parties have a business relationship.

B. The disclosure of Proprietary Information by Discloser does not constitute a warranty that such information does not infringe the rights of any third party.

C. No failure or delay by a party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

D. This Agreement will terminate five (5) years following the date hereof.

E. This Agreement does not create any partnership, joint venture, or agency between the parties.

F. This Agreement shall be interpreted and enforced according to the laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any controversies arising out of the terms of this Agreement or its interpretation shall be resolved in Orange County, California, in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. Each party shall be responsible for the fees and charges associated with the conduct of the arbitration; however, the arbitrator may award costs and attorneys' fees to the prevailing party in the arbitration

G. This Agreement is the complete and exclusive statement of the understanding of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications.

H. This Agreement may be amended only by a writing signed by both parties. I. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or similar) format and sent by e-mail shall be deemed original signatures.

VIII. PROCTOR COMMITMENT

I will exercise the duties and responsibilities of this appointment with integrity, collegiality, and due care.

I pledge to:

Come prepared to Proctor exams with candidates;

Complete all Proctor responsibilities and assignments within established time frames;

Notify the Board Chair or Vice-Chair promptly of any circumstance that would cause me to be ineligible to continue as a Proctor;

Always act for the good of the certification program;

Represent NESTA in a positive and supportive manner at all times and in all places;

Abide by the Bylaws, policies, and procedures for testing from NESTA, The ECB and NCCA;

Avoid conflicts of interest between my position as a Proctor contained in the Conflicts of Interest Policy. This includes using my position for the advantage of myself, my friends, family, and/or business associates. If such a conflict does arise, I will promptly declare that conflict before the Board and refrain from Proctoring, should the Board determine that I have a conflict; and

Keep all confidential information confidential in compliance with the Confidentiality policy. This agreement of confidentiality includes my pledge not to disclose:

Confidential information related to or verbally discussed during Board and committee meetings or other verbal or written information identified as confidential;

Any written or oral information that has been identified as confidential; or

Any examination content, including but not limited to examination items.

I further understand and agree that my signature constitutes binding acceptance of these pledges and conditions.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement on their behalf as of the date first written above.

NESTA

By: _____
Name: Scott Gaines

Title: Vice President, NESTA

By: _____

Name (PRINT): _____