



Retest for Success™

ONCB Certification Examination Promotion Agreement

This agreement, dated the ____ day of _____, 20__, is entered into by the Orthopaedic Nurses Certification Board (“ONCB”), with offices located at 330 N. Wabash, Suite 2000, Chicago, IL 60611, and _____ (“Hospital”) with office located at

RECITALS

Whereas, ONCB is a New Jersey nonprofit corporation that is validly existing, duly organized, and in good standing under the laws of New Jersey and Illinois (physical address); and

Whereas, Hospital is a ____ profit corporation that is validly existing, duly organized, and in good standing under the laws of the state of _____; and

Whereas, Hospital and ONCB recognize the value of certification for registered nurses and desire to work together to promote Hospital’s eligible employees to take the ONCB certification exams for which they are qualified.

Now, therefore, for good and valuable consideration identified herein, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Term

The term of this agreement (“Contract Period”) shall be one year, beginning on the ____ day of _____, 20 ____.

Ninety days before end of Contract Period, Hospital may contact ONCB (oncb@oncb.org) concerning renewal.

2. Description of the Program

The parties agree that Hospital will guarantee a minimum of five (5) of its employed registered nurses and/or nurse practitioners (“Hospital RNs”) will apply for ONCB certification as a group during the Contract Period. If more than one group of Hospital RNs registers during the Contract Period, each group must have a minimum of five (5) exam candidates. At the time of examination registration, Hospital will pay ONCB the current examination fee based on National Association of Orthopaedic Nurses (“NAON”) membership status of each candidate Hospital RN, as follows:

| | |
|------------------------|------------------------|
| ONC® examination | ONP-C® examination |
| \$290 NAON member rate | \$340 NAON member rate |
| \$405 non-member rate | \$455 non-member rate |

This fee represents the discounted online registration fee although exam candidates will complete a written application provided by ONCB. Proof of NAON membership must be submitted with the application for each candidate Hospital RN applying for the reduced member rate. Fees are nontransferable and non-refundable.

Hospital RNs who are unsuccessful on the first examination attempt will be able to retake the examination one time before the end of the Contract Period without additional payment. In the event Hospital RNs do not pass the certification examination in the first or second attempt and wish to make additional attempts, Hospital RNs will be charged the ONCB examination fee then in effect and will not have a free re-test option.

3. Primary Contact Office

Title of Hospital Authorized Point of Contact

Address (including room, suite, or building instructions)

City

State

Zip Code

Office Telephone Number

4. Responsibilities of Hospital

During the Contract Period, Hospital shall

- a. Identify a contact person(s) for this program.
- b. Promote the program.
- c. Guarantee a minimum of five (5) Hospital RNs apply for ONCB certification by examination. If more than one group of Hospital RNs register during the Contract Period, each group must have a minimum of five (5) exam candidates.
- d. At the time of exam registration, pay ONCB the current examination fee based on NAON membership status of each candidate Hospital RN.
- e. Submit registration forms and fees for no less than five (5) Hospital RNs at one time; submission of less than five registration forms does not meet the requirement of this program and those applicants will not receive the re-test option.
- f. Use program-specific materials to register Hospital RNs for certification examinations; send completed registration materials and fees to "Retest for Success" program address identified by ONCB.
- g. Ensure candidates scheduling their second examination will keep their exam appointment, with the understanding that failure to appear for a scheduled re-test will result in forfeiture of the free re-test benefit.
- h. In cooperation with ONCB, establish and maintain a visible promotional presence for ONCB certification on Hospital's web site, including at a minimum a direct link to the certification examination information on the ONCB web site.
- i. Notify ONCB in writing within seven (7) business days of any change in the primary contact name or office information.

5. Responsibilities of ONCB

During the Contract Period, ONCB shall

- a. Administer the ONC and ONP-C programs and retain sole, independent authority for certification decisions, including eligibility of Hospital RNs who apply for ONCB certification and whether an applicant passed or failed an examination.
- b. Assist Hospital in recruiting RN examination applicants by providing ONCB recruitment materials (up to 50 ONC brochures, 10 ONP-C brochures) at no cost to Hospital.
- c. Provide program-specific materials to register Hospital RNs for certification examinations. These materials will be sent directly to Hospital's authorized point of contact.
- d. Identify on program-specific materials the address for exam registration and payment as follows:

ONCB "Retest for Success" Program

330 N. Wabash, Suite 2000

Chicago, IL 60611

- e. Offer candidate Hospital RNs one opportunity to retake the examination during the Contract Period at no additional cost to Hospital. If candidates scheduling their second exam do not appear for the examination appointment, ONCB will retain fees and the re-test option will be forfeit.
- f. With its test vendor Applied Measurement Professionals (“AMP”), provide an application method for unsuccessful candidate Hospital RNs to retake the examination.
- g. Provide quarterly pass-fail reports to Hospital to document Hospital RN performance.
- h. Identify Hospital in mutually agreed upon materials to promote the “Retest for Success” program.
- i. Provide volume pricing for ONCB online self-assessment examinations (\$125 for five examinations, compared to \$165 full price). Purchase of self-assessment examinations must be negotiated directly with ONCB so a user code for purchased exams can be provided to Hospital.
- j. Verify Hospital’s program participation with NAON, which will enable Hospital to negotiate volume pricing for NAON’s additional certification preparation materials.

6. Proprietary Rights

The parties each retain their ownership rights in their respective intellectual property, including trademarks, and shall not use any of the other party’s intellectual property without express written permission or license. In the event ONCB gives Hospital express written authorization for the use of all or any of its rights, then immediately upon termination of this Agreement, Hospital shall cease all use of ONCB’s rights and shall remove or destroy all material related to such rights. Nothing in this Agreement or the act of using ONCB’s intellectual property under this Agreement creates, grants, or shall be construed as granting any license or rights to Hospital.

7. Disclosure of Confidential Information

ONCB shall not disclose Hospital RNs’ certification information, including the participation rate or pass/fail rate, to any third party. For purposes of this Agreement, “third party” shall mean any person or entity not a signatory to this Agreement. Beyond pass/fail status, ONCB will not disclose Hospital RNs’ specific performance on the examination to Hospital.

8. Assignment

Neither this Agreement nor any part hereof or interest herein shall be assigned by either party hereto.

9. Amendment and Modification

The terms and provisions of this Agreement may not be amended or modified, except by a written instrument signed by both parties.

10. Severability and Survival

a. Severability

No part of this Agreement will be affected if any other part of it is held invalid or unenforceable.

b. Survival

The provisions of Clauses 1, 6, and 7 constitute continuing obligations of the parties and shall survive termination of this Agreement.

11. Waiver

No waiver of any of the provisions of this Agreement is valid unless the same is in writing and signed by the party against whom it is sought to be enforced. Any waiver of any breach of this Agreement will not be considered to be a continuing waiver or consent to any subsequent breach.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute an original executed agreement.

13. Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Integration

This Agreement constitutes the entire final agreement between the parties and there are no agreements, understandings, warranties, or representations between the parties, except those set forth herein.

SIGNED AND ACKNOWLEDGED BY

ONCB

HOSPITAL

By: _____
(Print Name)

By: _____
(Print Name)

Signature

Signature

Title

Title

Date

Date

Email

Email

Telephone

Telephone