



## ABPath Honor Code

Applicants sign an Honor Code when applying for certification. This is a legally binding contract between the physician and the ABPath.

Any violations of the Honor Code may be sufficient to bar a person from qualification, terminate participation in an examination, invalidate the results of a candidate's examination, cause the withholding or revocation of scores or certificates, or merit other appropriate action by the ABPath.

### **I understand and agree that as an applicant:**

- I have the responsibility for supplying to the ABPath information adequate for a proper evaluation of my credentials.
- I have the responsibility to update any information required in connection with my application and certification, including providing the ABPath complete information relating to any restrictions on, or the suspension or revocation of, my medical license(s) within 60 days of any such restriction, suspension, or revocation.
- I may be disqualified from sitting for an examination or from issuance of a certificate in the event that any of the statements hereinafter made on this application, or hereafter supplied by me to the ABPath, are false or if I have failed to provide material information or in the event that any of the rules governing such examination are violated by me.
- I request and authorize the evaluation and validation of my credentials in accordance with, and subject to, the rules and regulations of the ABPath.
- ABPath may release the results of my examination(s) to the director of my pathology residency training program.
- ABPath may provide information to appropriate parties concerning my status as board certified or not certified, dates and bases for action(s) related to my certification, and/or other appropriate information; all disclosures will be in compliance with the law.
- All decisions as to my credentials and qualification for admission to the examination and for certification rest solely and exclusively in the ABPath, that its decision is final, and my exclusive appeal from any adverse decision is pursuant to the ABPath's rules and procedures.
- I hereby release, discharge, covenant not to sue, and hold harmless the ABPath, its trustees, officers, members, examiners, representatives, agents, and any person who supplies information regarding my credentials from any actions, suits, claims, demands, or damages arising out of, or in connection with any action taken by any of them regarding this application, the gathering, collecting, and use of

information about my practice or education, the results given with respect to any examination, the failure of the ABPath to certify me, or the revocation of any certificate.

**I understand and agree that in order to maintain a fair and secure testing process that:**

- The examination and all test questions are the exclusive property of the ABPath and are protected by copyright law. Because of the confidential and proprietary nature of these copyrighted materials, I agree not to retain, copy, disclose, discuss, share, reveal, distribute, or use for exam preparation any part of these examination materials, including memorized, reconstructed and recalled items.
- The following actions may be sufficient cause for ABPath, in its sole discretion, to terminate my participation in an examination, to invalidate the results of my examination, to withhold or revoke my scores or certificate, to bar me from future examination, or to take other appropriate action.
  - The giving or receiving of aid in an examination, as evidenced either by observation or by statistical analysis of incorrect answers of one or more participants in the examination, including, but not limited to:
    - Referring to books, notes, or other devices at any time after the start of the examination, including breaks. This prohibited material includes written information or information transferred by electronic, acoustical, or other means.
    - Any transfer of information or signals between candidates during the administration of the examination, including breaks.
    - Any appearance of looking at the computer screen of another candidate during the examination.
    - Allowing another candidate to view one's answers or otherwise assisting another candidate in the examination.
    - Recording, replicating, recalling, or discussing examination questions, and taking any information on examination questions, such as notes or diagrams outside the examination room.
  - The unauthorized possession, reproduction, disclosure, discussion, or distribution of any examination materials, including, but not limited to, examination questions, answers, reconstructed and recalled items at any time before, during, or after the examination.
  - The offering of any benefit to any agent of the ABPath or Pearson VUE in return for any right, privilege, or benefit which is not usually granted by the ABPath or Pearson VUE to other similarly situated candidates or persons.
  - The ABPath may require me to retake one or more portions of an examination if presented with sufficient evidence that the security of the examination has been compromised, notwithstanding the absence of any evidence of my personal involvement in such compromise.

**I understand and agree that:**

- If I meet all of the qualifications for certification, my certificate will be valid contingent upon my timely satisfaction of all requirements of the American Board of Pathology Continuing Certification (CC) program.

I agree that if any dispute arises between myself and the American Board of Pathology with regard to my eligibility for or my taking of the examination, the results of the examination, and/or any decision made by American Board of Pathology with regard to my eligibility for, and any entitlement I may have

to continue to qualify for a Certificate, that dispute shall be had, held, and adjudicated in an appropriate court in Hillsborough County, Florida. I hereby consent to the jurisdiction and the laws of the State of Florida and exclusive venue in Hillsborough County, Florida with regard to any dispute that may arise with regard to the conduct of the examination or my eligibility for, and any entitlement I may have to continue to qualify for a Certificate in connection with the manner of conducting any examination or the results thereof, or my rights to certification in American Board of Pathology or to any privileges of such certification.

I agree to be legally bound by the foregoing.