

The Open Group Examination Non-disclosure Agreement and Exam Conduct and Security Policy

If you are taking one of The Open Group Examinations then you are required to accept the following confidentiality and non-disclosure agreement.

THE OPEN GROUP CONFIDENTIALITY AGREEMENT (NDA)

This is an agreement ("Agreement") between You and THE OPEN GROUP that sets forth the terms and conditions of your use and disclosure of the Exam Materials.

You hereby understand, acknowledge, and agree:

1. That THE OPEN GROUP spends substantial sums of time and money in developing and administering its Exam Materials and carefully guards their integrity and confidentiality;
2. That the questions and answers of the Exam are the exclusive and confidential property of THE OPEN GROUP and are protected by THE OPEN GROUP's intellectual property rights;
3. That You may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person, without prior written approval of THE OPEN GROUP;
4. That You will not remove from the examination room any Exam Materials of any kind provided to You or any other material related to the Exam, including, without limitation, any notes or calculations;
5. That You will not copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Material, including, without limitation, any exam questions or answers;
6. That You will not sell, license, distribute, give away, or obtain from any other source other OPEN GROUP Exam materials, questions or answers.

You hereby acknowledge and agree that violation of any of these provisions will cause irreparable harm to THE OPEN GROUP for which monetary remedies may be inadequate, and that THE OPEN GROUP shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction.

Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You. This Agreement may be modified only by a writing signed by both parties. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law rule. This Agreement represents the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties with respect thereto.

Exam Security Policy

Candidate Bans

If a candidate violates any testing rule, exam policy or term within the exam confidentiality agreement (NDA), or engages in misconduct that diminishes the security and integrity of The Open Group Certification Program in any way, the candidate may be permanently prohibited from taking any future exams. In addition, the candidate may be decertified from the The Open Group Certification Program including removal from the Certification registers and test scores and certifications may be revoked.

Examples of such violations, and misconduct include, but are not limited to, the following:

- Falsifying score reports, by modifying and/or altering the original results/score reports for any exam record
- Cheating during the exam (such as colluding with other exam takers, using an unauthorised device or looking at notes)
- Providing or accepting improper assistance
- Bringing non-authorized items into the testing centre during an exam session
- Using unauthorised material (this includes using "brain-dump" material and/or unauthorised publication of exam questions with or without answers)
- Falsifying identity or impersonating another individual to gain access to an exam
- Misconduct as determined by statistical analysis
- Copying, publishing, disclosing, transmitting, selling, offering to sell, posting, downloading, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling, or translating any exam in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose
 - Disclosing The Open Group intellectual property
 - Disseminating exam content
 - Using exam content in any manner that violates applicable law
 - Violating the exam retake policy
 - Violating The Open Group confidentiality agreement in any way
 - Violating the agreement with the exam delivery provider in any way

Data Forensics

The Open Group may use data forensics as a basis for an enforcement action against a candidate. Statistical evidence may demonstrate diminished exam integrity and/or be used to corroborate evidence of improper activity. Exams and scores may be cancelled, candidates may be banned, and testing centres may be closed, based on statistical evidence.

Out-of-country testing

To take one of The Open Group Certification exams at a Pearson VUE testing center in Cameroon, China, India or Nigeria, you must be a legitimate resident of that country. If you are a legitimate resident of that country, note the following: Testing centers in these countries are required to confirm and record that each Certification candidate taking The Open Group examinations has shown documented proof that he or she is a legitimate resident of that specific country. If you are not a legitimate resident of Cameroon, China, India or Nigeria, you will not be allowed to take one of The Open Group Certification exams within that country.

Candidate retesting at the request of The Open Group

The Open Group reserves the right to ask any candidate to retest for any suspected fraudulent activity or anomalous testing patterns at any time.

Retesting will take place at a facility that is selected by The Open Group at a time agreed upon by The Open Group and the candidate.

Right of exclusion

Based on security and integrity concerns, The Open Group reserves the right to exclude specific regions, countries and testing centres from The Open Group Certification Program altogether.

Right to Appeal

Candidates may appeal a decision by submitting an appeal as per section 8 of The Open Group Certification for People: Certification Policy for Examination-Based Programs (Reference: X1603).

Exam Conduct Policy: Questions and Answers

The Open Group applies the following policies regarding Exam Conduct.

Q. What is The Open Group Policy on its Exam Intellectual Property?

A. All exam content, including the items, options, and correct responses, is the intellectual property of The Open Group. You are required to agree to a non-disclosure agreement before you can take an Open Group exam.

Q. Can I share and discuss the exam with my colleagues or on social media?

A. The NDA you accept when taking an exam specifically prohibits sharing information from the exam. If you are found to have discussed exam content with others, be it in person or on online forums, you will be disqualified from taking any exam required for any Open Group certification and decertified.

Q. What is The Open Group policy on brain dumps?

A. Brain dumps are unauthorized publications of exam questions with or without answers. Using brain dumps, including memorizing them to take an exam, is considered as fraud. Exams are meant to validate candidate's knowledge and/or understanding of a topic. Memorizing answers does not allow such validation. Being caught using brain dumps, either live or through statistical analysis, is considered as cheating and will disqualify the candidate from getting certified.

Q. What is The Open Group policy on cheating?

A. If you are caught cheating while taking an exam, or afterwards based on statistical analysis of the exam data, your test result will not lead to certification. If it is subsequently discovered after certification then you will be disqualified from taking any exam required for any Open Group certification and decertified.

Visit [The Open Group Certification Page](#)