

**TEST CANDIDATE AGREEMENT
(Court Interpreter Oral Exam)**

THIS TEST CANDIDATE AGREEMENT, dated as of the date written below (“Agreement”), is entered into by and between the NATIONAL CENTER FOR STATE COURTS, a not-for-profit corporation headquartered in Williamsburg, Virginia (“NCSC”), and the TEST CANDIDATE (referred to herein in the first person as “I”, “me”, and “my”) whose information is filled-in below:

Printed name: _____

Residing at _____ (Street No.)

_____ (City, State)

WHEREAS, the NCSC engages in the development, preparation, monitoring, revision, provision, and recordkeeping of oral examinations to be taken by individuals wishing to be credentialed as court interpreters in the courts of the jurisdictions administering the examinations with respect to various foreign languages (each such examination, an “Exam” and, collectively, the “Exams”); and

WHEREAS, I wish to be eligible to be credentialed as an interpreter in the State courts, and I intend to sit for one or more of the Exams;

WHEREAS, the Exams contain proprietary NCSC content subject to copyright protection under federal, state, and international copyright law;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. In consideration for my being permitted to sit for one or more Exams and to have my performance on each such Exam rated and the results tabulated and reported to the jurisdiction in which I wish to be eligible to serve as a court interpreter, I agree --

(a) that for each Exam I wish to take I shall pay such registration fees as the relevant jurisdiction or its agent may customarily charge for test candidates;

(b) that copying, recording in any medium (electronic or otherwise), transmitting, or disclosing any content (including without limitation any description of Exam script storylines or included terminology) from any Exam to any third party, or from any third party to me, constitutes cheating and is in violation of the NCSC’s copyright; and

(c) that I shall not copy, record or transmit in any medium (electronic or otherwise, whether on paper or other notes in any form, or by use of any device (including without limitation any cell phone, camera, audio or video recording device, scanners, or other data recording equipment)), nor shall I divulge, disclose, reproduce, summarize, discuss, or otherwise communicate (whether from memory or otherwise) with any other person or entity (whether in person or via electronic communication, including without limitation blog posts, chat rooms, or

social media) any Exam content (including without limitation any description of Exam script storylines or included terminology) during the testing period or at any time thereafter.

2. In consideration of my undertakings in this Agreement, the jurisdiction in which I seek to be credentialed may allow me to sit for one or more Exams and will process and report my test results to the NCSC. I understand that obtaining the minimum required scores is a prerequisite to my being credentialed as a court interpreter in the jurisdiction that is administering a given Exam for which I decide to sit, and I am entering into this Agreement knowingly, intentionally, and voluntarily.

3. I understand, acknowledge, and agree that my failure to abide by this Agreement –

- (a) will invalidate any and all Exam results;
- (b) may be reported to the courts and law enforcement authorities;
- (c) at the discretion of the credentialing jurisdiction, may result in suspension or revocation of any existing credential permitting me to serve as a court interpreter in the jurisdiction;
- (d) may result in my being precluded from taking any NCSC Exam in any jurisdiction;
- (e) may subject me to liability for monetary damages to compensate the NCSC for losses, costs, damages, liabilities, claims, expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals, or other reasonable fees and expenses of investigation or litigation or other proceedings) occurring due to my violation of NCSC copyrights;
- (f) may subject me to civil liability or criminal prosecution for infringement of copyright, which, upon conviction, can result in criminal fines, imprisonment, or both.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by their undersigned representatives as of the date written below.

NATIONAL CENTER FOR STATE COURTS

By: Daniel J. Hall
Vice President, Court Consulting Services



TEST CANDIDATE

Printed Name: _____

Signature: _____

Date: _____, 20__