

Violations and Investigations and Appeals Policy

If CIDQ has a reasonable basis to believe that an individual has violated the terms of the NCIDQ Candidate Agreement, failed to follow test center or online proctoring rules, engaged in inappropriate or unprofessional behavior that may compromise the integrity or validity of any NCIDQ Exam score, the NCIDQ Certification or certification processes, or has information related to an NCIDQ Exam security breach, CIDQ reserves the right in its sole discretion to investigate the matter, gather all relevant facts and determine what actions, if any, must be taken in response. CIDQ investigations of suspected or potential violations of the NCIDQ Candidate Agreement will be carried out in accordance with this Violations and Investigations and Policy.

Below are examples of security violations before, during and after the administration of an NCIDQ Exam. This is not intended to be an exhaustive list of all exam security violations.

- Copying, capturing, recording, collecting, reconstructing, memorizing, discussing, soliciting, transmitting, broadcasting, streaming or distributing NCIDQ Exam content.
- Giving or receiving unauthorized assistance on a NCIDQ Exam;
- Viewing the content of another examinee's computer display, whiteboard, scratch paper or examination papers during a NCIDQ Exam administration;
- Possessing or accessing prohibited items while inside a room where a NCIDQ Exam is being administered;
- Taking a NCIDQ Exam on behalf of another person;
- Having another person take a NCIDQ Exam on your behalf;
- Accessing a large language model or generative artificial intelligence platform (for example, but not limited to, "ChatGPT") by any means during a NCIDQ Exam administration;
- Possessing, accessing or using a cellular phone or any device that connects to a cellular network or the Internet while inside a room where a NCIDQ Exam is being administered or in any location during unscheduled examination breaks, other than the computer on which I am taking the examination (unless CIDQ has previously issued a written approval for an ADA accommodation that requires my use of a cell phone or mobile connected device for the sole purpose of monitoring a medical condition);
- Possessing, accessing or using any electronic device, camera, recording device, or photographic equipment of any kind while inside a room where a NCIDQ Exam is being administered;
- Possessing, accessing or using any books, notes, papers, note-taking materials, study materials or test-taking aids of any kind while inside a room where a NCIDQ Exam is being administered or in any location during unscheduled examination breaks;
- Creating handwritten or electronic notes during an exam administration in any medium, format or manner that can be removed or transmitted from the test center, including during breaks;
- Failing or refusing to submit to security screening or the inspection of personal items upon request by a test administrator or test center staff at any time prior to or during a NCIDQ Exam administration;
- Failing or refusing to strictly comply with the instructions and requests of a test administrator or test center staff at any time prior to or during a NCIDQ Exam administration;

- Engaging in disruptive, threatening, abusive or disrespectful behavior in or near any building where a NCIDQ Exam is being administered or directed (even via remote proctoring, telephone or email) at CIDQ staff or contractors;
- Failing to notify CIDQ if you have seen, been provided access to or received any exam content represented as or reasonably suspected of including actual NCIDQ Exam content through any means of communication, including third-party study materials, study groups, online forums, social media, coworkers, or any other source;
- Altering, editing, or misrepresenting the information on an NCIDQ score report; and
- Talking or communicating with anyone other than a test administrator or test center staff while inside a room where a NCIDQ Exam is being administered.

If you have seen, received, been provided with access to or discussed any exam content that reasonably appears to be or has been represented as confidential NCIDQ Exam content through any means of communication or distribution, including through materials made available by third-party test preparation providers, you have an obligation to immediately report this information to CIDQ by emailing NCIDQSecurity@cidq.org.

In addition to the above potential grounds for CIDQ to initiate an investigation, any suspected or potential violation of the Candidate Agreement will be handled by CIDQ in accordance with this Violations and Investigations Policy.

If CIDQ initiates an investigation, you will be advised in writing of the suspected violation, and you will have an opportunity to provide information that you consider relevant to the matter. During CIDQ's investigation, your NCIDQ exam scores may be delayed or withheld, if they have not been reported previously and you may not be permitted to register for, schedule, or take a subsequent NCIDQ Exam until CIDQ decides, in its sole discretion, whether you violated the Candidate Agreement.

Upon receiving notice from CIDQ that it is conducting an investigation under this provision, a candidate shall:

- fully cooperate with the investigation;
- disclose to CIDQ all knowledge that could potentially relate to the investigation;
- produce all documents, data and materials requested by CIDQ;
- upon request, submit to an in-person or remote interview, in CIDQ's sole discretion, conducted by or on behalf of CIDQ; and
- truthfully and completely answer all questions asked by CIDQ.

A person's refusal to cooperate with any investigation or presenting false, incomplete or misleading information in relation thereto shall constitute a serious and material breach of the Candidate Agreement and shall serve as a separate and independent basis for CIDQ to take action against the candidate as described below. CIDQ may, in its sole discretion, take any one or more of the following actions upon finding that you violated any term of the Candidate Agreement:

- Withhold, cancel or invalidate your examination scores, before or after the scores are reported, without a refund;
- If you previously passed the NCIDQ Exam and obtained NCIDQ certification, suspend or revoke your NCIDQ certification for a fixed period of time or indefinitely;

- Prohibit or disqualify you from taking the NCIDQ exam for a fixed period of time or permanently;
- Notify interested third parties about your conduct in violation of the Candidate Agreement and/or CIDQ's findings related to your conduct and any related sanctions imposed by CIDQ, including but not limited to federal and/or state and/or provincial government licensure boards, regulators, agencies and current and former employers;
- Require you to reimburse CIDQ for its out-of-pocket investigative and legal costs and expenses for investigating and documenting your violation of the Candidate Agreement; and
- Pursue a civil lawsuit against you based upon your conduct in violation of the Candidate Agreement and/or refer the matter for criminal prosecution by state and/or federal authorities or any government agency with jurisdiction.

In addition to the above-described sanctions and legal remedies available to CIDQ, if CIDQ determines that you violated the Candidate Agreement, the factual findings of CIDQ's investigation related to your conduct will become part of your MyNCIDQ account. Your score report (if applicable) and your MyNCIDQ account will include a summary of the factual findings of CIDQ's investigation related to your conduct. CIDQ also reserves the right to require special procedures for future administration of the NCIDQ exam if CIDQ allows you to register for and take future examinations, at your sole expense.

Appeals for Investigation Disputes

After a candidate has received a written notice of violation and applicable sanctions to be imposed by CIDQ, the candidate will have thirty (30) calendar days to file a written request for appeal pursuant to CIDQ's candidate appeals process. The sole consideration on appeal is whether CIDQ acted reasonably and in good faith in accordance with its own policies and procedures when making its decision in relation to its investigation. The candidate is required to file a written request for appeal, along with a statement describing the grounds for the appeal, why the appeal should be granted and all supporting evidence, to CIDQ, within thirty (30) calendar days of receipt of the notice of violation and applicable sanctions from CIDQ. A candidate's appeal will not be considered after such thirty (30) calendar day period has expired. The initial appeal will be decided by CIDQ staff, who will render a written decision on the appeal within thirty (30) calendar days of receiving all of the candidate's submissions, which time period may be extended by CIDQ in its sole discretion.

This appeals process shall not apply to or address any NCIDQ score invalidation based on a determination in CIDQ's sole discretion that there is a reasonable basis to question the validity of any CIDQ Exam response data or examination result, whether identified through the use of statistical analysis, psychometric analysis or any other reliable method or source of information. Nor is this appeals process available based on a candidate's failure to pass any NCIDQ exam section or a candidate's challenge to individual examination questions, answers or scores.

Although a candidate pursuing an appeal may have a legal representative assist them in the appeals process, all expenses and costs related to such legal representation shall be paid exclusively by the candidate. CIDQ shall not under any circumstances be liable for the fees or costs associated with candidate's representation by legal counsel, regardless of the outcome of the appeal.

If CIDQ determines that a written request for appeal is filed in a timely manner and notifies the candidate in writing that it has upheld CIDQ's original decision, the candidate may then submit a second and final-level appeal to the Candidate Appeals Committee, which consists of three members of the CIDQ Board of Directors. The Candidate must request a final-level appeal (a "Notice of Final Appeal") in writing within five (5) calendar days of receiving written notice that the original CIDQ decision was upheld. The candidate's Notice of Final Appeal must be in writing and must contain all information and arguments of the candidate in support of the final-level appeal. No new facts may be presented by the candidate in the final-level appeal.

The Candidate Appeals Committee will then review the record of the case and decide the final-level appeal. The sole consideration on the final level of appeal is whether CIDQ acted reasonably and in good faith in accordance with its own policies and procedures when making its decision.

Prior to the Candidate Appeals Committee's review and consideration of the appeal, CIDQ will provide all relevant documents and evidence from the investigation to the Candidate Appeals Committee.

The Candidate Appeals Committee:

- Will consider only the information contained in the materials provided by CIDQ and the underlying evidence collected by CIDQ in the investigation, including the information provided by the Candidate during the investigation.
- Will convene privately in one or more synchronous in-person or remote virtual meetings to discuss the appeal, deliberate and reach a decision.
- May seek legal advice and consult with CIDQ legal counsel in the course of deciding an appeal.

Neither the candidate who submitted the final-level appeal nor their legal representative (if any) may attend the Candidate Appeals Committee's deliberations or meetings and there will be no hearing or taking of testimony or presentation of oral arguments. The decision of the Candidate Appeals Committee must be made by the majority of its members. The Candidate Appeals Committee will issue a written decision to CIDQ within sixty (60) calendar days of the Candidate's submission of a Notice of Final Appeal, including a summary of the factual basis and rationale for the decision. No member of the Candidate Appeals Committee will issue any dissent or other written statement contrary to the decision of the Candidate Appeals Committee.

Within ten (10) calendar days of CIDQ's receipt of the Candidate Appeals Committee's decision, CIDQ will notify the candidate in writing of the decision

The decision of the Candidate Appeals Committee is final and binding as to all matters related to the appeal. The candidate expressly waives the right to file a lawsuit or make any legal claims against CIDQ arising out of any investigation dispute.