

# INSTITUTE OF HAZARDOUS MATERIALS MANAGEMENT

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FAX: 301-984-1516

## CERTIFICATION AGREEMENT

### CONSENT STATEMENT

I certify that all information contained in my application to the Institute of Hazardous Materials Management (IHMM) for the Certified Dangerous Goods Professional (CDGP) examination is true and accurate to the best of my knowledge. Further, I agree to notify IHMM promptly of any change in name, address, or contact information, or in the event of any occurrence bearing upon my eligibility for certification including, but not limited to, any criminal conviction or disciplinary action by a licensing board or professional organization.

I hereby authorize IHMM and its officers, directors, employees, and agents ("the above-designated parties") to review my application, to contact employers and/or references listed on my application, and to determine my eligibility for examination and certification. I agree to cooperate promptly and fully in this review, including submitting any documents or information deemed necessary to confirm the information in my application. I authorize the above-designated parties to communicate any and all information relating to my application, examination, or certification status, and review thereof, including, but not limited to, the pendency or outcome of disciplinary proceedings, to state and federal authorities, employers, and others.

I have read and I understand IHMM's instructions and policies related to the application and examination process, and I agree to abide by their terms. If any statement made on my application or hereafter supplied to IHMM is false or inaccurate, or if I violate any other rules or regulations of IHMM, I acknowledge and agree that the penalties for doing so include, but are not limited to: denial of certification, or suspension of, revocation of, or the placement of limitations upon, my certification (if already granted).

I agree to indemnify and hold harmless the above-designated parties for any action taken pursuant to the rules and standards of IHMM with regard to this application, the IHMM examination(s) I take, and/or my certification, except claims based upon gross negligence or lack of good faith by IHMM.

**Should my application be accepted and I am allowed to sit for an IHMM examination,** I understand that IHMM and/or its testing agents reserve the right to refuse my admission to test if I do not have the proper photo identification, or if I do not report at the appropriate time. If I am refused admission for any of these reasons or if I fail to appear at the test site as scheduled, I will not receive a refund of the examination fee and there will be no credit transferred to future examinations. I recognize that the proctor(s) at my assigned test site are required to maintain proper and secure test administration conditions (which may include direct observation or closed-circuit cameras), and I will follow their instructions. I will not attempt to communicate in any way with other examinees or any outside parties during the examination. I will not bring any outside materials into the testing site, including reference materials, notes, photographic or communication devices, or calculators with user-programmable memory capacity.

**Confidentiality/Nondisclosure Agreement.** I understand that the content of all IHMM certification examinations is copyrighted and is the property of IHMM. Exam materials will be provided to me for the sole purpose of testing my knowledge and skills in the discipline for which I seek certification, and I am prohibited from using or possessing IHMM examination content for any other purpose or at any other time. I agree not to disclose, publish, copy, reproduce, transmit, or distribute exam content, in whole or in part, in any form or by any means, for any purpose,



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without express prior written authorization from IHMM. Any unauthorized possession, disclosure, publication, copying, reproduction, transmission, or distribution of IHMM exam content or materials in any form is prohibited and may subject me to civil liability and/or criminal prosecution.

**Validity Assurance and Score Cancellation.** IHMM reserves the rights to cancel any examination score if, in IHMM's professional judgment, there is any reason to question the score's validity. Candidate conduct which warrants score cancellation may include, but is not limited to: consulting study aids of any type during a testing session; copying from notes or from another examinee during a testing session; speaking or otherwise communicating with others during a testing session; copying, photographing, transcribing, or otherwise reproducing test materials; removing test materials from the examination room; aiding other examinees or receiving aid from anyone else; or having improper access to IHMM examination content prior to the examination administration. Engaging in such misconduct may disqualify me from all future IHMM tests and from ever being certified by IHMM. Significant score increases upon retesting may also be investigated to ensure the authenticity of results.

**Should I be granted an IHMM certification,** I agree that IHMM may release my name and the fact that I have been granted certification. I agree further that IHMM may include my name and contact information in a listing of certified individuals available to the public in print and/or electronic format. I understand and agree that it will be my responsibility to maintain my status by complying with all IHMM certification and recertification standards and procedures.

## EMAIL AND CONTACT POLICY

I understand that all Notices pertaining to the examination, and to any subsequent certification I may earn, will be sent to my email address of record. Certificants are required to keep IHMM informed of updates to their contact information as a requirement of certification. Changes to contact information may be submitted through the IHMM Website at <http://www.ihmm.org/>, or by calling IHMM's offices. In no instance will any contact information (including telephone, e-mail or mailing address), financial information of any type, or any personal information be disclosed other than verifying certification. I understand that IHMM's primary method of communication with its certificants and members is via email, and that should I opt out, block IHMM's email communications, or fail to update my record of changes in email address, that I may not receive critical information concerning my examination, certification, continued education requirements and status, re-certification, and related matters. In such instances, I become solely responsible for contacting IHMM to obtain such information that is critical to maintaining my certification in good standing. NOTE: Please be aware that examination related and other important documents sent via email from IHMM may be filtered by certain personal and enterprise spam filters and is beyond the control of IHMM. Please be sure to enable your spam filter to allow emails from the "ihmm.org" domain.

## CODE OF ETHICS

The CDGP Code of Ethics sets forth the ethical principles to be observed by Certified Dangerous Goods Professionals. CDGPs shall, in their professional activities, sustain and advance the integrity and honor of the practice of hazardous materials transportation and security by adherence to this Code of Ethics. CDGPs that violate any provision of the Code of Ethics will be subject to disciplinary action by a peer review panel, which may result in suspension or revocation of the credential.



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1. A CDGP shall practice in a manner consistent with all applicable laws and regulations; shall demonstrate integrity, honesty, and fairness in all activities; and shall strive for excellence in all matters of ethical conduct. The designations "Certified Dangerous Goods Professional" and "CDGP" may not be used by anyone for any purpose that is untruthful, misleading, or in violation of any law or government regulation. A CDGP must approach other individuals with the requisite professional balance of knowledge, skill, experience, and professionalism in the conduct of all professional activities, and in a manner free of bias with regard to religion, ethnicity, gender, age, national origin, or disability.
2. A CDGP's primary responsibility is to protect the public and the environment. All actions taken on behalf of a client or employer must be consistent with this primary responsibility. The interests of individual clients and employers must be secondary to protecting public health and safety, national and international security, and the environment.
3. A CDGP shall act with integrity in any relationship that involves an employer or client. A CDGP has an obligation to disclose fully to an affected employer or client any conflicts of interest resulting from business affiliations or personal interests, and to maintain the security and confidentiality of an employer's or a client's confidential information.
4. A CDGP shall represent his or her qualifications honestly, and shall function only within his or her area and level of competence. A CDGP is expected to judge objectively his or her own level of competence, and to function within that level of personal confidence and professional expertise. When a CDGP is expected by a client or employer to function outside of his or her area or level of competence, the CDGP must seek appropriate expertise, or suggest that the client or employer find a qualified person.
5. A CDGP shall behave with professional decorum and restraint, and shall not exhibit conduct that brings discredit on the CDGP Program. The CDGP is a professional and must conduct himself or herself accordingly.
6. A DGP shall comply with and uphold all policies, procedures, guidelines, and requirements of IHMM; shall use the designations "CDGP" and "Certified Dangerous Goods Professional" only as authorized by IHMM; shall acknowledge that the certificate and marks are the property of IHMM; and shall return the certificate and discontinue use of the designation and marks when required to do so by IHMM.

A CDGP shall accept responsibility for maintaining the credential through recertification, shall remain current in the field, and shall continuously uphold the Code of Ethics.

The CDGP acknowledges that "Certified Dangerous Goods Professional" and "CDGP" are registered trademarks of the Institute of Hazardous Materials Management, and that he or she is authorized to use these designations only so long as the certification has not expired, been suspended, revoked or voluntarily relinquished, or converted to the "Inactive" or "CDGP (Ret.)" status.

The CDGP acknowledges that authorized use of "Certified Dangerous Goods Professional" and "CDGP" as described in this section does not include the right to use the logo of the Institute of Hazardous Materials Management without express written permission from IHMM.



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A CDGP shall voluntarily and immediately report any felony convictions or other legal or disciplinary dispositions that would constitute violations of this Code of Ethics which have not already been disclosed to IHMM, regardless of when they occur.

I understand that violating the Code of Ethics could lead to suspension or revocation of my CDGP certification. I also understand that if my certification lapses or is revoked for any reason, I will no longer be authorized to use the CDGP designation.

I understand that indicating my acceptance of the statements above does not mean that I am certified by IHMM. I understand that I am not authorized to use any IHMM certification designation unless and until I am notified by IHMM that I have met all the requirements for certification.

BY TAKING THE EXAMINATION, YOU ARE AFFIRMING BY YOUR ACTIONS THAT IHMM HAS YOUR PERMISSION TO CONTACT YOU ON MATTERS RELATING TO YOUR EXAMINATION AND CERTIFICATION, AND YOU UNDERSTAND THE TERMS HEREIN AND YOUR INTENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.



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