

APPLICATION FOR CERTIFYING EXAMINATION FORM

Application form plus a non-refundable fee must be submitted. This application form is submitted to the Secretary of the ACVN (acvnsecretary@gmail.com) and must be received no later than 11:59 PM Eastern Time on March 1 of the year when planning to take the Certification Examination. The preferred method of payment is via PayPal to the ACVN Treasurer (acvntreasurer@gmail.com). If payment must be by personal check, make it out to "American College of Veterinary Nutrition" and mail it to:

ACVN: c/o Dr. Lisa Weeth, Treasurer; 4032 McLaughlin Avenue, Los Angeles, CA 90066.

Failure to correctly complete ANY component of this form will result in rejection of the form and an inability to sit the examination.

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| Candidate Name: | |
| Date: | |
| Candidate Contact Information: | |
| Work/Business Address: | |
| University/Clinic/Company Name: | |
| Department: | |
| Street Address: | |
| City, State/Province, Zip Code, Country: | |
| Home Address: | |
| Street Address: | |
| City, State/Province, Zip Code, Country: | |
| Mailed correspondence should be sent to: | <input type="checkbox"/> Work/Business <input type="checkbox"/> Home |
| Email Address: | |
| Preferred: <input type="checkbox"/> Work/Business <input type="checkbox"/> Home | |
| Alternate: <input type="checkbox"/> Work/Business <input type="checkbox"/> Home | |
| Phone Number: | |
| Preferred: <input type="checkbox"/> Work/Business <input type="checkbox"/> Home | |
| Alternate: <input type="checkbox"/> Work/Business <input type="checkbox"/> Home | |
| Candidate Training Program: | |
| Program type: | <input type="checkbox"/> Standard <input type="checkbox"/> Alternate |
| Program and examination track: | <input type="checkbox"/> Small Animal <input type="checkbox"/> Large Animal <input type="checkbox"/> Comparative |

I hereby apply to the American College of Veterinary Nutrition for examination in accordance with its rules and I have paid the application fee. I also hereby agree that, prior to or subsequent to achieving certification, the Board of Regents of ACVN may make whatever inquiries and investigations it deems necessary to verify my credentials, my identity, and my standing as a veterinarian, including my reputation for complying with the standards of ethics of the profession. I certify that the information in this document is accurate and true to the best of my knowledge.

I agree that if I achieve Board Certification, I will be subject to annual payment of certification program fees. I will also be subject to maintenance of certification requirements and requirements to comply with the ACVN's policies. I recognize that if I fail to make the required annual payments in a timely manner or if I do not satisfy maintenance of certification requirements, my Board-Certification will be terminated, and that my Board-Certification may also be terminated for violation of the ACVN's policies. In that event, I will not, directly or indirectly, hold myself out as Board Certified, a Board Certified Veterinary Nutritionist® or as a Diplomate of the ACVN.

LIMITATION OF LIABILITY

I hereby agree to hold the ACVN, its officers, directors, examiners, employees, and agents, harmless from any actual, consequential, special, or other damages arising out of any action or omission by any of them in connection with this application; the application process; any examination given by the ACVN; any score relating thereto; the failure to issue me any certificate; any demand for

forfeiture or redelivery of such certificate; or the enforcement of any ACVN policy; provided, however, that my waiver of my right of recovery does not extend to any violation by ACVN of a state or federal statute that authorizes a claim for recovery. Notwithstanding the above, should I file suit against the ACVN, I agree that any such action shall be governed by and construed under the laws of the State of Illinois without regard to conflicts of law. I further agree that, should I not prevail in any such action, the ACVN shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation.

**AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION:
READ CAREFULLY, AS ARBITRATION LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR
RIGHT TO BRING A COURT ACTION**

I and ACVN agree that I and/or ACVN have the right to elect that any dispute or claim between me and ACVN (or any of its officers, directors, employees or agents) arising out of or relating to this application, any future application by me to ACVN in connection with certification, my certification or Diplomate status with ACVN, or enforcement of ACVN's policies, whether the dispute is based on contract, tort, statute, or otherwise, be submitted to and resolved by individual binding arbitration before a single arbitrator, under the commercial dispute rules and procedures of the American Arbitration Association; provided, however, that the arbitrator shall allow the filing of dispositive motions; and provided further nothing in this provision shall restrict ACVN from seeking injunctive relief against me in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the dispute, and the arbitration fees shall be shared between the parties, except that if the statute giving rise to the dispute provides for a different allocation of responsibility for attorneys' fees and costs, the arbitrator shall allocate responsibility for the arbitration fees and for the parties' attorneys' fees in accordance with the relevant statutory scheme at the conclusion of the arbitration. The arbitrator shall apply the law of the State of Illinois and/or U.S. federal law to the dispute.

The right to elect arbitration means that, if I or ACVN file or threaten to file a court action, the other party can compel arbitration by sending a written notice compelling the party with a claim to instead file a demand for arbitration, and the court will no longer have authority to decide the claim. Arbitration is a method of resolving disputes between parties without filing a lawsuit in court.

IF EITHER I OR ACVN CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE LITIGATE THE DISPUTE OR CLAIM IN ANY COURT, WITH THE EXCEPTION OF AN ACTION FOR INJUNCTIVE RELIEF BY ACVN. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT I OR ACVN WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against me may not be joined or consolidated with claims brought by or against any other person. The Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of my relationship with ACVN.

RIGHT TO OPT OUT: I understand that I may opt out of this Agreement to Resolve Legal Disputes By Arbitration by sending ACVN at the address that follows a notice ("Opt Out Notice") that ACVN must receive within fifteen (15) days of the date I submitted this agreement. My Opt Out Notice must include my full name, my current address, my current telephone number, my current email address, and must be signed by me. Any Opt Out Notice will apply only to this arbitration agreement and will not apply to any prior or future arbitration agreements that I may enter into with ACVN. The Opt Out Notice must be mailed with return receipt requested to:

ACVN: Attn: Opt Out Notice; 3802 Addison Dr, Columbia, MO 65203.

In the event of any dispute concerning whether I have provided a timely Opt Out Notice, I must produce the signed receipt for mailing the Opt Out Notice. In the absence of the signed receipt, ACVN's received date stamp on the Opt Out Notice shall be conclusive evidence of the date of receipt. These instructions constitute the only method that I can use to exercise my right to opt out of this arbitration agreement.

If I opt out, or if I file suit against ACVN and ACVN does not elect arbitration, or if ACVN files suit against me and I do not elect arbitration, I agree that any such action shall be governed by and construed under the laws of the State of Illinois without regard to conflicts of law. I further agree that, should I not prevail in any such action, ACVN shall be entitled to all costs, including reasonable attorneys' fees, incurred in connection with the litigation.

I UNDERSTAND THAT THE DECISION AS TO WHETHER I QUALIFY FOR CERTIFICATION OR DIPLOMATE STATUS RESTS SOLELY AND EXCLUSIVELY WITH ACVN AND THAT THE DECISION OF ACVN IS FINAL. I UNDERSTAND THAT LIMITING LIABILITY OR AGREEING TO ARBITRATE DOES NOT AFFECT MY RIGHT TO APPEAL ADVERSE DECISIONS TO THE ACVN.

I HAVE READ AND UNDERSTAND THESE STATEMENTS, INCLUDING IN THE LIMITATION ON LIABILITY, AND IN THE AGREEMENT TO RESOLVE LEGAL DISPUTES BY ARBITRATION, AND I ACCEPT AND I INTEND TO BE LEGALLY BOUND BY THEM.

I attest that all statements that I have made to the ACVN concerning my training, licensure, eligibility to take the examination, and other relevant facts are truthful and non-misleading and omit no material facts. I further attest that I will notify the ACVN in writing within 30 days of the incident (a) if I become the subject of any disciplinary action by a State Board of Veterinary Medicine or am subject to any adverse action or restrictions license, authorization, or credential to practice as a veterinarian, whether such adverse action is by decision, consent order, stipulation, or agreement, (b) if I am charged with or convicted of criminal conduct, or (c) if any other development occurs which might reasonably call into question my entitlement to certification by the ACVN.

I agree to disqualification from an examination, to denial of certification, and to forfeiture and redelivery of any document of certification granted me by the ACVN in the event that the ACVN determines in its reasonable discretion that (a) any of the statements made by me are false, misleading, or materially incomplete, (b) I failed to timely report any of the developments set forth above, (c) I failed to cooperate with the ACVN in any investigation, or (d) I violated any of the rules or policies of the ACVN.

I understand that this examination and all test questions are copyrighted works of the ACVN and are the exclusive property of the ACVN. I also understand that sharing or discussing exam questions with future examinees will undermine the integrity of the examination and give such examinees an unfair advantage. Therefore, I will not, without the prior written consent of the ACVN, retain copy, reproduce, disclose, discuss, share, reveal, or distribute any examination items (including questions, answers, or other exam material) or any other part of this examination, including memorized, reconstructed, and partially or fully recalled items or seek to gain access to exam materials before sitting for the examination. Likewise, I will not circulate any proposed or otherwise suggested answers to these questions for exam preparation or for any other purpose without the prior written consent of the ACVN. I also understand that the quality and reliability of the examination depend on the exam being conducted in a quiet and professional manner and that there must be no cheating on the exam. Accordingly, I will not disrupt, or threaten to disrupt, any ACVN examination in any way. In addition, I will not cheat or assist another in cheating on any ACVN examination, and I will report to the ACVN, or to the proctor at the examination, any incident that I suspect may involve cheating or an attempt to cheat on the examination. I understand that the ACVN, at its sole discretion, may disqualify me from any exam, cancel my exam results, and/or withhold my scores if it has reason to believe that I have been involved in any cheating relating to the exam.

I may be required to retake an examination if, at its sole discretion, the ACVN determines through observation, statistical analysis or any other means available to it, that exam applicants or examinees

were engaged in collaborative, disruptive, or other irregular behavior before, during the administration of, or following, the examination, or if the ACVN determines that the integrity or validity of the examination otherwise is in question. If the evidence of irregularity is sufficiently strong to cast doubt upon the validity of scores but the ACVN cannot identify the particular individuals involved, the ACVN reserves the right to withhold the scores of all candidates, including candidates not directly implicated in the cheating and, if necessary, to require all candidates to take an additional examination at a later date under conditions which will ensure the validity of all scores. Such determination is at the sole discretion of the ACVN.

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| Candidate Name: | |
| Signature of Candidate: | |
| Date: | |