



Memorandum of Understanding for NAHMA Approved Specialist in Housing Credit® (SHCM®) Certification Program Proctors

This memorandum of understanding is effective [DATE] by and between the National Affordable Housing Management Association (NAHMA), 400 N. Columbus Street, Suite 203, Alexandria, VA 22314 (and any subsequent NAHMA Headquarters location) and [NAME/ADDRESS].

1. Scope of Services

The proctor will serve as an independent contractor and provide exam security oversight for students taking the Specialist in Housing Credit® (SHCM®) certification exam. The proctor will abide by the policies and procedures outlined in this agreement. Should these program policies and procedures be updated in the future, the proctor agrees to abide by the new policies and procedures to remain in good standing as a NAHMA Approved SHCM Program Proctor.

2. Policies and Procedures

- a. NAHMA is the exclusive owner of the SHCM exam questions, content, blueprint, trademark and copyright, and all related and ancillary materials.
- b. The SHCM exam and all items contained therein are protected by federal copyright law. No part of the exam may be copied, reproduced or shared in any manner, in part or in whole, by any means whatsoever, including memorization or electronic transmission.
- c. The proctor must confirm the identify of the person taking the exam.
- d. Multiple persons viewing or responding to the exam at the same time is prohibited.
- e. The SHCM exam is a “closed book” exam. No reference materials in any format are allowed to be used while taking the exam. A handheld calculator is permissible.
- f. The Proctor must be present during the entire time students are testing.

3. Compensation

NAHMA is not liable for any compensation or expenses to be paid to proctor.

4. Term and Termination

This memorandum is for the term of one (1) year from date of signing. Agreement will be automatically renewed annually on the anniversary date. However, either party may choose to not renew or terminate this agreement upon thirty (30) days written notice.

5. Copyright

NAHMA and the proctor agree that the copyright to all SHCM materials, including the exam, guidebook, exam content outline, etc., belong to NAHMA. Proctor further agrees that these copyrighted materials cannot be duplicated for any reason and must at all times be protected from being duplicated.

6. Security

The proctor agrees to protect the integrity of the examination and adhere to strict examination procedures designed to protect the integrity and security of the exam.

7. Independent Contractor

The proctor under this agreement shall be an independent contractor. Nothing in this memorandum shall create an employment relationship between NAHMA and any individual or shall entitle any individual to benefits as an employee of NAHMA.

8. Professional Conduct

The proctor agrees to exercise the highest level of integrity and professional conduct, including attire. This includes representing NAHMA and the SHCM program in a professional manner.

10. Confidentiality

Proctor agrees that information acquired during the course of this agreement relating to the content of the SHCM exam and other affairs of NAHMA will be deemed confidential. Proctor agrees that he/she will not in any manner, directly or indirectly divulge, disclose or communicate to any person, firm, corporation, association or governmental agency any confidential information regarding the SHCM program or NAHMA except as expressly authorized.

11. Indemnification

Each party agrees to indemnify and hold harmless the other party, its officers, directors, employees, and agents, from any and all third party claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs, and other expenses, incurred on account of such party's willful or negligent acts or omissions in connection with training activity.

This Memorandum of Understanding signed and effective as of the date established above:

Kris Cook, CAE, Executive Director
NAHMA

[NAME]