



Orthopaedic Nurses Certification Board
Recognizing Excellence • Improving Care

Retest for Success™

ONCB Certification Examination Promotion Agreement

This agreement, dated the ____ day of _____, 20____, is entered into by the Orthopaedic Nurses Certification Board (“ONCB”), with offices located at 330 N. Wabash, Suite 2000, Chicago, IL 60611, and _____ (“Hospital”) with office located at _____

RECITALS

Whereas, ONCB is a New Jersey nonprofit corporation that is validly existing, duly organized, and in good standing under the laws of New Jersey and Illinois (physical address); and

Whereas, Hospital is a ____ profit corporation that is validly existing, duly organized, and in good standing under the laws of the state of _____; and

Whereas, Hospital and ONCB recognize the value of certification for registered nurses and desire to work together to promote Hospital’s eligible employees to take the ONCB certification exams for which they are qualified.

Now, therefore, for good and valuable consideration identified herein, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Term

The term of this agreement (“Contract Period”) shall be one year, beginning on the ____ day of _____, 20 ____.

2. Description of the Program

The parties agree that Hospital will guarantee a minimum of three (3) of its employed registered nurses and/or nurse practitioners (“Hospital RNs”) will apply for ONCB certification during the Contract Period. As each candidate registers for the examination, Hospital will ensure payment based on membership status of each candidate Hospital RN, as identified on the ONCB website, either by having the candidate self-pay or by arranging facility payment with ONCB. Exam candidates will complete online registration via a link provided by ONCB with the countersigned program contract. Proof of RN licensure, membership status (if applicable), and proof of eligibility to test (provided by ONCB for supervisor completion) must be uploaded during the registration process. Submitted documents will be audited for every tenth ONC applicant and every ONP-C applicant. Fees are nontransferable and non-refundable.

Hospital RNs who are unsuccessful on the first examination attempt may retest without additional payment but must wait a minimum of 90 days to retake the examination. In the event Hospital RNs do not pass the certification examination in the first or second attempt and wish to make additional attempts, Hospital RNs will need to complete a new application and pay the ONCB examination fee then in effect.

3. Primary Contact Office

Name and Title of Hospital Authorized Point of Contact

Address (including room, suite, or building instructions)

City

State

Zip Code

Office Telephone Number Email address

4. Responsibilities of Hospital

During the Contract Period, Hospital shall

- a. Identify a contact person for this program.
- b. Promote the program.
- c. Guarantee a minimum of three (3) Hospital RNs apply for ONCB certification by examination.
- d. At the time of exam registration, identify the current examination fee found on the ONCB website (<https://www.oncb.org/certifications/onc-certification/onc-exam-fees/> **or** <https://www.oncb.org/certifications/onp-c-certification/onp-c-exam-fees/>). *Exam fees are subject to change, check the ONCB website for the most current exam fees.*
- e. Ensure registrations for no less than three (3) Hospital RNs of the Contract Period. After the minimum of three (3) Hospital RNs has been met, individual applications may be submitted for the remainder of the Contract Period as applicable.
- f. Provide the Candidate Handbook to Hospital RNs.
- g. Ensure candidates schedule their first examination within the 90-day eligibility window provided upon exam registration, with the understanding that failure to do so will result in forfeiture of fees and the opportunity to test. Candidates must notify test vendor within 24 hours of the examination date if they must reschedule. See 5e - required schedule for retesting.
- h. Ensure candidates keep their examination appointments, with the understanding that failure to appear for a scheduled test will result in individual expulsion from the program as well as loss of exam fees and the free re-test benefit.
- i. Maintain at least a 50% pass rate of candidate Hospital RNs and meet the minimum of three candidates to be offered a subsequent contract upon facility request.
- j. Notify ONCB in writing within seven (7) business days of any change in the primary contact name or office information.

5. Responsibilities of ONCB

During the Contract Period, ONCB shall

- a. Administer the ONC and ONP-C programs and retain sole, independent authority for certification decisions, including eligibility of Hospital RNs who apply for ONCB certification and whether an applicant passed or failed an examination.
- b. Assist Hospital in recruiting RN examination applicants by providing ONCB recruitment materials (up to 50 ONC brochures, 10 ONP-C brochures) at no cost to Hospital.
- c. Provide program-specific materials to register Hospital RNs for certification examinations, including the Candidate Handbook. These materials will be sent directly to Hospital's authorized point of contact.
- d. Provide program-specific materials to define the process for exam registration and payment, including invoice procedures for facility payment if applicable.

- e. Offer unsuccessful candidate Hospital RNs one opportunity to retake the examination within 180 days of the initial examination at no additional cost to Hospital. If candidates scheduling their second exam do not appear for the examination appointment, ONCB will retain fees and the re-test option will be forfeited.
- f. With its test vendor, provide an application method for unsuccessful candidate Hospital RNs to reschedule the examination.
- g. Provide quarterly pass-fail reports to Hospital to document Hospital RN performance.
- h. Identify Hospital in mutually agreed upon materials to promote the “Retest for Success” program.
- i. Provide a free General Practice Exam for each candidate Hospital RN. Volume pricing for additional practice exams is available by contacting ONCB (oncb@oncb.org, 888-561-6622).

6. Proprietary Rights

The parties each retain their ownership rights in their respective intellectual property, including trademarks, and shall not use any of the other party’s intellectual property without express written permission or license. In the event ONCB gives Hospital express written authorization for the use of all or any of its rights, then immediately upon termination of this Agreement, Hospital shall cease all use of ONCB’s rights and shall remove or destroy all material related to such rights. Nothing in this Agreement or the act of using ONCB’s intellectual property under this Agreement creates, grants, or shall be construed as granting any license or rights to Hospital.

7. Disclosure of Confidential Information

ONCB shall not disclose Hospital RNs’ certification information, including the participation rate or pass/fail rate, to any third party. For purposes of this Agreement, “third party” shall mean any person or entity not a signatory to this Agreement. Beyond pass/fail status, ONCB will not disclose Hospital RNs’ specific performance on the examination to Hospital.

8. Assignment

Neither this Agreement nor any part hereof or interest herein shall be assigned by either party hereto.

9. Amendment and Modification

The terms and provisions of this Agreement may not be amended or modified.

10. Severability and Survival

a. Severability

No part of this Agreement will be affected if any other part of it is held invalid or unenforceable.

b. Survival

The provisions of Clauses 6 and 7 constitute continuing obligations of the parties and shall survive termination of this Agreement.

11. Waiver

No waiver of any of the provisions of this Agreement is valid unless the same is in writing and signed by the party against whom it is sought to be enforced. Any waiver of any breach of this Agreement will not be considered to be a continuing waiver or consent to any subsequent breach.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute an original executed agreement.

13. Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14. Integration

This Agreement constitutes the entire final agreement between the parties and there are no agreements, understandings, warranties, or representations between the parties, except those set forth herein.

SIGNED AND ACKNOWLEDGED BY

ONCB

HOSPITAL

By: _____
(Print/Type Name)

By: _____
(Print/Type Name)

Signature

Signature

Title

Title

Date

Date

Email

Email

Telephone

Telephone