



D&S Diversified Technologies LLP

Headmaster LLP

HEADMASTER LLP

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*Innovative, quality technology solutions  
throughout the United States since 1985.*

# NORTH DAKOTA TEST OBSERVER AGREEMENT (FORM 1505ND)

This agreement must be accompanied by **FORM 1500ND** (Test Observer / Written Test Proctor Application) and **1501ND** (Confidentiality/Non-Disclosure Agreement)

## PARTIES

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

Applicant Name \_\_\_\_\_ SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Home # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email \_\_\_\_\_

Hereinafter referred to as the TO (Test Observer) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance employer ID# 81-0433262) for the purpose of administering HEADMASTER Nurse Aide Written/Oral and/or Skill Tests at sites to be specified by HEADMASTER.

**Non-Disclosure/Conflicts of Interest:** TOs acknowledge the confidential nature of the nursing assistant competency examination. This includes the materials, processes, procedures and content of both the written and manual skills portions of the examination. TOs agree to safeguard the confidentiality of all information about the North Dakota Nursing Assistant Certification Exam and will not disclose any portion of the examination materials or the processes or procedures necessary to administer or to pass the examination. The TO agrees he/she will not test family members or personal friends. The TO agrees to remain consistent, impartial, and unbiased during test administration and will record only what is actually observed during candidate skill test demonstrations.

**Non-Discrimination:** In accordance with state and Federal laws it is agreed that all persons with responsibilities in the performance of the terms of this agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, or ancestry on any activities performed pursuant to this agreement.

**Modifications:** This document contains the entire agreement between the parties hereto and shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written agreement signed by all parties to this agreement. No statement, promises or inducements made by either party, which are not contained in this written Contract, shall be valid of binding.

**Termination:** Either party may terminate this agreement with 30 days written notice to the other party, except for immediate termination in the case of nonperformance of any act of activity contained herein.

**Liability:** When administering skills tests, no facility residents are to be used as test subjects (Actors). HEADMASTER assumes no liability for test Candidates, test subjects, Actors or Test Administrators and any and all claims resulting from negligence or any other act or action will be borne by the negligent party.

## TEST OBSERVER SIGNATURE

I hereby acknowledge and agree with the terms and conditions of this agreement:

Test Observer Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_