



PTCB CERTIFICATION PROGRAM DIRECT BILLING

TERMS OF USE AGREEMENT

IN ORDER TO PARTICIPATE IN THE PTCB CERTIFICATION DIRECT BILLING PROGRAM, YOU ("EDUCATOR/EMPLOYER") MUST AGREE TO THE FOLLOWING TERMS OF USE AGREEMENT ("AGREEMENT"), AND CLICK "I ACCEPT." BY CLICKING "I REJECT," YOU ARE INDICATING THAT YOU DO NOT AGREE WITH THE AGREEMENT TERMS AND WILL NOT BE ACCEPTED AS A PROGRAM DIRECT BILLING PARTICIPANT.

1. GENERAL AGREEMENT TERMS.

- A. PTCB has developed, owns, and administers the PTCB Certified Pharmacy Technician (CPhT™) Certification Program™, including the CPhT credential and Compounded Sterile Preparation Technician (CSPT®) Certification Program®, including the CSPT credential.
- B. EDUCATOR/EMPLOYER educates or employs pharmacy technicians and is committed to developing a qualified and skilled pharmacy technician workforce to support pharmacists and advance patient safety.
- C. EDUCATOR/EMPLOYER has agreed to pay the fee(s) related to PTCB certification, which includes the CPhT and/or CSPT certification application and examination fee, for individuals applying for CPhT and/or CSPT certification(s) whom EDUCATOR/EMPLOYER has identified as a "Direct Billing Candidate," and to facilitate the CPhT and/or CSPT certification(s) application process, as set forth in this Agreement.
- D. In consideration of EDUCATOR/EMPLOYER support of Direct Billing Candidates, PTCB agrees to provide the EDUCATOR/EMPLOYER with services and assistance related to the certification applications of its Direct Billing Candidates, as set forth in this Agreement.
- E. EDUCATOR/EMPLOYER agrees to all terms and conditions in the [Pass Rate Data License Agreement](#), which is incorporated here by this reference.
- F. The Parties agree that all Direct Billing Candidates must satisfy all current PTCB requirements in order to be eligible for the CPhT and/or CSPT certification(s).

2. EDUCATOR/EMPLOYER RESPONSIBILITIES.

Consistent with this Agreement, EDUCATOR/EMPLOYER will:

- A. Identify and approve eligible Direct Billing Candidates for whom EDUCATOR/EMPLOYER will pay the CPhT and/or CSPT certification(s) application fee(s), consistent with the fees and payment schedule identified in Section 4 of this Agreement.
- B. Provide to PTCB an accurate and complete list of Direct Billing Candidates, and other Candidate information requested by PTCB, in the format approved by PTCB.
- C. Promote the CPhT and/or CSPT to individuals who are eligible to be Direct Billing Candidates and communicate with Candidates concerning important CPhT and/or CSPT information.
- D. Be responsible for all decisions resulting in the withdrawal or termination of EDUCATOR/EMPLOYER direct billing and payment of the CPhT AND/OR CSPT application fee(s) for a Direct Billing Candidate.
- E. In the event that EDUCATOR/EMPLOYER withdraws or terminates its direct billing of a Direct Billing Candidate, or a Candidate withdraws or terminates his/her CPhT and/or CSPT application(s), EDUCATOR/EMPLOYER will provide notice of such withdrawal or termination to PTCB at least twenty-four (24) hours prior to the Direct Billing Candidate's scheduled test administration date.
- F. Designate an EDUCATOR/EMPLOYER representative to serve as the contact person for all communications related to this Agreement.

3. PTCB RESPONSIBILITIES.

Consistent with this Agreement, PTCB will:

- A. Provide designated EDUCATOR/EMPLOYER representatives with certain access to PTCB's secure file transfer protocol (SFTP) for the secure exchange of information between EDUCATOR/EMPLOYER and PTCB, including information concerning Direct Billing Candidates.
- B. Enable EDUCATOR/EMPLOYER to create a master account on the PTCB Internet site, which will provide EDUCATOR/EMPLOYER with access to additional PTCB Internet site webpages available only to PTCB and authorized EDUCATOR/EMPLOYER representatives. EDUCATOR/EMPLOYER will be permitted to customize its master account, including the ability to create authorized account users and to set account security levels.
- C. Provide EDUCATOR/EMPLOYER with certification application status information concerning the Direct Billing Candidates, including the relevant CPhT and/or CSPT certification examination administration dates.
- D. Enable EDUCATOR/EMPLOYER to access the Summary Reports, which provide aggregate pass rate data and related information concerning Direct Billing Candidates' performance on the Pharmacy Technician Certification Examination and/or Compounded Sterile Preparation Technician Exam. As a condition of accessing the Summary Reports, EDUCATOR/EMPLOYER agrees to all terms and conditions in the [PTCB Pass Rate Data License Agreement](#).

- E. Allow EDUCATOR/EMPLOYER to withdraw or terminate its direct billing of a Direct Billing Candidate, and not pay any certification application fee related to that Candidate, so long as EDUCATOR/EMPLOYER provides notice of such withdrawal or termination to PTCB at least twenty-four (24) hours prior to the Candidate's scheduled test administration date.
- F. Permit EDUCATOR/EMPLOYER to register multiple Direct Billing Candidates for the CPhT and/or CSPT at one time, including the payment of certification application fees for such candidates.
- G. Provide EDUCATOR/EMPLOYER with the ability to conduct online verification of the certification status of Direct Billing Candidates certified by PTCB.
- H. Enable EDUCATOR/EMPLOYER to upload multiple certification verification requests, using the following PTCB certificant identifiers: last four (4) digits of certificant's Social Security Number (SSN) and certificant's last name; employee identification number, if provided to PTCB; or, PTCB Certification Number.
- I. Provide complete and accurate aggregate information to EDUCATOR/EMPLOYER concerning its Direct Billing Candidates.
- J. Designate a PTCB representative to serve as the contact person for all communications related to this Agreement.

4. FEES AND PAYMENT SCHEDULE.

- A. As consideration for the services provided by PTCB under this Agreement, EDUCATOR/EMPLOYER agrees to pay PTCB the certification application fee of \$129.00 for CPhT, \$50 (application fee) + \$149 (exam) for CSPT, CPhT recertification fee of \$55, or CSPT recertification fee of \$20:
 - 1. For each Direct Billing Candidate who completes his/her scheduled PTCB certification examination.
 - 2. Where the EDUCATOR/EMPLOYER withdraws or terminates its payment of a Direct Billing Candidate but does not provide notice of such withdrawal or termination to PTCB at least twenty-four (24) hours prior to the Candidate's scheduled test administration date.
 - 3. For each Direct Billing Candidate who does not appear for his/her test appointment, and whose payment has not been withdrawn or terminated by EDUCATOR/EMPLOYER consistent with the terms of this Agreement.
- B. EDUCATOR/EMPLOYER will not be responsible for any other fees or costs related to its payment of a Direct Billing Candidate, unless specifically agreed to by the Parties in writing.
- C. PTCB will submit monthly invoices or at the time of a pre-pay voucher request to EDUCATOR/EMPLOYER for the payment of all Direct Billing Candidate certification application fees due during the previous month. EDUCATOR/EMPLOYER will make such payments to PTCB within forty-five (45) calendar days from the invoice date.

- D. In the event that EDUCATOR/EMPLOYER fails to pay the invoiced fees for Direct Billing Candidates within forty-five (45) days of the invoice date, PTCB will impose, and EDUCATOR/EMPLOYER will pay, a late payment interest charge equal to one percent (1%) per month against the outstanding balance.

5. CONFIDENTIALITY.

- A. Each Party acknowledges that, in performing its obligations under this Agreement, it directly or indirectly will have access to some of the other Party's confidential information (Confidential Information). For the purposes of this Agreement, Confidential Information will include all information or materials designated as such by either Party, or which would reasonably be considered confidential and private. Confidential Information does not include information which is: lawfully known to the Receiving Party or to the public before disclosure; becomes part of the public domain, except by a breach of this Agreement by the Receiving Party; or, was received from a third party under no duty or obligation of confidentiality to the Disclosing Party.
- B. Each Party will maintain the confidentiality and privacy of all Confidential Information, and will not, without the expressed consent of the other Party: use such Confidential Information for purposes other than those permitted in the Agreement; or, disclose such Confidential Information to any third parties or to any employee who does not have a valid business reason to use such Confidential Information. Neither Party may sell, disclose, or provide the other Party's Confidential Information to third parties in any form. Each Party will take all reasonable measures and efforts to protect the other Party's Confidential Information, including measures at least as protective as those it uses with respect to its own Confidential Information, so long as those measures are reasonable and not negligent. Each Party may share Confidential Information with consultants or independent contractors who specifically agree to be bound by the confidentiality requirements in the Agreement, and who need such information to further the purposes of this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP/ LIMITED LICENSE TO USE.

- A. PTCB Trademarks. The Parties agree that PTCB owns all right, title, and interest related to the following trademarks: the PTCB design marks; the Pharmacy Technician Certification Board word mark; the PTCB word mark; the PTCB Certified Pharmacy Technician word mark; the PTCB CPhT word mark; the CPhT word mark; the PTCB Certification Program EDUCATOR/EMPLOYER word and design mark; the PTCB CSPT word mark; the CSPT word mark, and all related PTCB trademarks, certification marks, designations, logos, and identifiers (PTCB Marks). PTCB grants EDUCATOR/EMPLOYER a non-exclusive, revocable, and limited right to use the PTCB EDUCATOR/EMPLOYER marks, only in connection with the performance of its responsibilities under this Agreement, and only for the term of this Agreement, consistent with the [PTCB Trademark and Certification Mark Use Policy](#), which is incorporated in this Agreement by this reference.
- B. EDUCATOR/EMPLOYER Trademarks. The Parties agree that EDUCATOR/EMPLOYER owns all right, title, and interest related to all EDUCATOR/EMPLOYER trademarks, designations, logos, and identifiers EDUCATOR/EMPLOYER Marks. EDUCATOR/EMPLOYER grants PTCB a

non-exclusive, revocable, and limited right to use the EDUCATOR/EMPLOYER Marks, only in connection with the performance of its responsibilities under this Agreement, and only for the term of this Agreement. Such permitted use will include displaying the EDUCATOR/EMPLOYER marks in print and electronic materials which identify EDUCATOR/EMPLOYER relationship with PTCB.

- C. PTCB Internet Site. The Parties agree that PTCB owns all right, title, and interest related to the PTCB Internet site, located at www.ptcb.org. PTCB grants EDUCATOR/EMPLOYER a non-exclusive, revocable, and limited right to use the PTCB Internet site, as set forth herein, during the term of this Agreement, so long as such use is consistent with the PTCB Privacy Policy, and other applicable PTCB policies.

7. TERM OF AGREEMENT.

This Agreement will commence on the Effective Date and continue for successive one (1) year terms, until terminated or modified by written agreement of the Parties.

8. TERMINATION.

- A. This Agreement may be terminated by a non-breaching Party if the other Party materially breaches this Agreement, and such breach is not cured within thirty (30) days after written notice of the breach.
- B. This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party, including a termination date. Upon such notice of termination, the Parties will endeavor to conclude any pending activities hereunder in a timely and reasonable manner.
- C. In the event of termination by EDUCATOR/EMPLOYER, EDUCATOR/EMPLOYER agrees to pay PTCB for all Direct Billing Candidate certification application fees owed to PTCB through the date of termination, consistent with the terms of this Agreement.
- D. Regardless of termination or expiration of this Agreement, the provisions of Sections 4, 5, 6, 8, and 12 will survive such termination or expiration.
- E. Immediately following the termination or expiration of this Agreement, all services provided to EDUCATOR/EMPLOYER under the Agreement will terminate, and the Parties will cease further use of the other Party's marks, including trademarks, certification marks, logos, designations, and other identifiers.
- F. Upon termination or expiration of the Agreement, PTCB will have no obligation to maintain any EDUCATOR/EMPLOYER information provided to PTCB.

9. REPRESENTATIONS AND WARRANTIES.

EDUCATOR/EMPLOYER represents and warrants that: all information provided to PTCB under this Agreement will be accurate and complete to the best of EDUCATOR/EMPLOYER knowledge; and,

EDUCATOR/EMPLOYER will notify PTCB of any changes in the information provided to PTCB, in a timely manner.

10. NO PTCB EMPLOYMENT OR OTHER CONTRACTUAL RELATIONSHIP.

Nothing in this Agreement creates any employment or contractual relationship between any Direct Billing Candidate and PTCB. The Parties agree that PTCB will not in any way be responsible for, and disclaims all liability relating to, any decision(s) or action(s) of EDUCATOR/EMPLOYER or a Direct Billing Candidate's employment or other relationship or affiliation with EDUCATOR/EMPLOYER.

11. TEST ADMINISTRATION RESPONSIBILITY.

PTCB will make all reasonable efforts to assure that each eligible Direct Billing Candidate is properly scheduled for a PTCB certification examination administration. However, the Parties agree that PTCB will not in any way be responsible for, and PTCB specifically disclaims all liability relating to, a Direct Billing Candidate's test administration.

12. INDEMNIFICATION.

EDUCATOR/EMPLOYER agrees to indemnify and hold harmless PTCB, and its Directors, Officers, employees, representatives, and agents from and against any and all third-party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorney fees) related to EDUCATOR/EMPLOYER responsibilities under this Agreement, or EDUCATOR/EMPLOYER employment or other relationship with a Direct Billing Candidate.

PTCB agrees to indemnify and hold harmless EDUCATOR/EMPLOYER, and its Directors, Officers, employees, representatives, and agents from and against any and all third-party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorney fees) related to PTCB's responsibilities under this Agreement.

13. AGREEMENT DISPUTE RESOLUTION.

Any questions arising from the interpretation of this Agreement will be settled through discussion between the Parties in good faith. If such questions are not settled between the Parties, the Agreement will be terminated immediately, and each Party retains all rights to pursue legal claims related to the Agreement.

14. RELATIONSHIP OF THE PARTIES.

The Parties acknowledge and agree that all services are being performed as independent contractors. Neither Party will act as, or be deemed to be, agent for, or partner of, the other Party for any purpose whatsoever. Nothing in this Agreement will be construed to grant either Party the right to make commitment of any kind for, or on behalf of, the other Party without prior written consent of the other Party.

15. GOVERNING LAW.

This Agreement will be governed by, and construed in accordance with, the laws of the District of Columbia. All legal proceedings relating to the subject matter of the Agreement will be maintained in courts sitting within the District of Columbia, and both Parties consent and agree that jurisdiction and venue for such proceedings will lie exclusively with such courts.

16. ASSIGNMENT.

Neither Party will assign, delegate, or otherwise transfer any of its rights and responsibilities under this Agreement to any third party without the prior, express, written approval of the other Party. The rights and obligations set forth in this Agreement are binding upon and will inure to the benefit of the successors and permitted assigns of the Parties.

17. SEVERABILITY.

If any provision contained herein is determined by a court of competent jurisdiction, or an arbitration tribunal, to be invalid or unenforceable, said determination will not affect the validity and enforceability of the remaining provisions hereof. The Parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.

18. WAIVER.

No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default.

19. FORCE MAJEURE.

Neither Party will be held responsible for delays or failures in performance due to acts beyond and outside of their respective control. Such acts include, but are not limited to, acts of nature, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, failure by public or private carrier, communication line failure, earthquakes, or other disasters. However, both Parties have the responsibility to cure any failures to perform or other breach of this Agreement as soon as practical and reasonable following the ending or correction of the delay or failure.

20. ENTIRE AGREEMENT.

This Agreement represents the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous discussions, representations, or agreements, oral or written, of the Parties regarding this subject matter. This Agreement will not be modified except by further agreement approved by both Parties.