

Veterinary Educational Assessment Administration Agreement

By ordering the Veterinary Educational Assessment exam (the “VEA”) from the International Council for Veterinary Assessment (“ICVA”), you (the “College”) agree to be bound by and to adhere to the following terms, as updated from time to time (the “Agreement”). If you do not agree, then you will not be able to order the VEA. You represent that you are an authorized person with authority to bind College to the terms of this Agreement.

WHEREAS, the ICVA has developed the Veterinary Educational Assessment (“VEA”) for veterinary schools to use in order to assess the knowledge of their students in basic science or pre-clinical subjects;

WHEREAS, the College would like to administer the VEA to its students.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, conditions, and restrictions contained herein, the parties hereto agree as follows:

The parties agree that the College may administer the ICVA’s VEA on the terms set forth below.

Examination

The VEA is a 240-question multiple-choice examination that covers basic veterinary medical sciences and is administered securely online. College candidates will take one of several versions of the VEA, which will be given to students at other veterinary schools during the annual testing cycle (January 1 – December 31 of each year). The standard VEA administration includes a 15-minute tutorial, two blocks of 120 questions in 132 minutes, and a break of up to 45 minutes between blocks, with a total maximum testing time of five hours and 25 minutes, subject to exceptions for students with test accommodations under the Americans with Disabilities Act

The College will administer the VEA to third-year veterinary school students and will use the candidate’s exam score for curricular review and assessment. The College will administer the VEA to a single candidate no more than twice within the annual testing cycle.

Application

The College will submit biographic data for all its candidates to the ICVA’s office by the dates indicated in the “**Administration**” section of this Agreement. Candidate biographic data will be submitted electronically as a password-protected spreadsheet file from the College. The biographic data points are required and will be used for candidate identification and tracking purposes, which include the following fields for each candidate: first name, middle name or initial, last name, date of birth, and expected graduation date. When the data file is submitted to the ICVA, the College will note any candidates who require test accommodations because of a documented disability covered by the Americans with Disabilities Act. The ICVA will work with its test vendor and the College to provide suitable test accommodations, including, but not limited to, additional time and a separate testing room.

As part of the application process, the College will notify candidates that the ICVA will send their scores to the College, and these scores will be identified using the candidate’s name.

The ICVA will submit the master candidate eligibility file to its test vendor via a secure online portal. Candidates may access VEA information on ICVA’s website, www.icva.net.

Education Records

The information provided to the ICVA in connection with the exam(s) does not constitute “education records” under FERPA. The limited dataset that institutions transmit to ICVA is created solely for the purpose of facilitating exam administration. Because it is not part of the institution’s regularly maintained education records, it does not fall within FERPA’s definition of a protected “education record.” Any data that students or applicants submit directly to ICVA for the purposes of

applying for or taking the exam is not maintained by an educational institution and falls entirely outside of the scope of FERPA.

Administration

The College and the ICVA will agree on a testing date (or two dates if necessary for the College) for up to three test administrations per year (one per testing window).

The VEA administration windows will be held each year in September, January, and May. The dates for yearly testing windows will be determined by the ICVA, and will be communicated to the College each June, prior to the start of the testing cycle.

The College must notify ICVA if it wants to administer the VEA to its students by July 15 for the September testing window; by November 15 for the January testing window; and by March 15 for the May testing window. The College must provide candidate rosters to the ICVA (as discussed in the “**Application**” section of this Agreement) no later than July 22 for the September testing window; by November 27 for the January testing window; and by March 22 for the May testing window.

Preferably, all the College’s candidates will take the examination on the same day, but the College may, if necessary, schedule candidates to take the examination over two days. The VEA will be administered at the College using either College computers or student personal computers that meet the requirements for the web-based VEA administration. To ensure the security of the examination, the administration will be monitored by proctors identified by the College. The College will submit a list of all proctors to the ICVA at the same time as the submission of the candidate roster.

At least 21 days prior to the administration date, the ICVA will send the College a proctor packet, including the VEA Chief Proctor’s Manual, workstation certification procedures, and sign-in sheets. The candidate roster and candidate instruction sheets will be available online through the proctoring system.

The administration will follow the procedures outlined in the VEA Chief Proctor’s Manual, which may be amended from time to time by the ICVA.

Costs

The College will assume responsibility for all costs involved in administering the examination, including but not limited to proctor fees, facility fees, IT assistance, and any expenses associated with providing test accommodations.

Fees

The ICVA will charge the College a fee of \$75 for each candidate taking the examination. When the College notifies ICVA that they want to administer the VEA to their students during a specific testing window, ICVA will provide the College with a web link to upload their student roster and pay the candidate fees using the standard online credit card option. If a College needs an alternative payment method, including ACH or wire transfer, the College will reach out to the ICVA team at vea@icva.net before the VEA application window opens. For these alternative payment methods, the College will be required to enter its payment details into the online platform (for a one-time transaction, as payment details are not stored). The College will be responsible for any fees incurred for processing payment methods outside of the standard credit card option.

The College will make full payment, including any wire transfer fees, before the scheduled VEA date. The ICVA will grant students access to the VEA after fees are paid in full. The College will not be permitted to deliver the VEA on the scheduled date if the ICVA has not received full payment. After the ICVA processes the roster submission, individual student testing fees will not be refunded.

The ICVA will communicate any fee changes to the College each June, prior to the start of the testing cycle.

Scores

Approximately 28 days following the close of the applicable testing window, the ICVA will send a score report to the College, which will include the candidate's name, VEA identification number, total score, and sub scores broken down by the examination's five major discipline areas of the VEA (anatomy, physiology, pharmacology, microbiology, and pathology).

In August, at the conclusion of each testing cycle, the ICVA will send the College a score report that will include a summary of the performance of all the College's candidates by overall score and sub score, and summary information for all other candidates taking the VEA during each testing cycle. As above, the dates for yearly testing cycles may be amended from time to time by the ICVA, and will be communicated to the College each June, prior to the start of the testing cycle.

Summary score reports may be reviewed by ICVA members and staff but will not be made public. Individual candidate scores will not be reported to anyone other than the College.

Data and Research

The following language will be included on a screen before the start of the assessment, and candidates must mark "yes" to consent or "no" to not consent for use of their information for research purposes:

Examination data (including but not limited to performance information) at times may be used by the ICVA or made available to third parties for research. Data is kept confidential, will be de-identified, and only be reported in the aggregate in any publication. If a candidate does not wish their examination data to be made available for the aforementioned purposes, they must email the ICVA no later than the end of the testing window.

Miscellaneous

A. Term and Termination. The term of this Agreement is for one year from the date of it being signed by both ICVA and College, with the term automatically renewing each year unless one party provides written notice to the other party that they do not want the agreement to renew at least 30 days before the date on which the Agreement would otherwise automatically renew. Written notice to ICVA will be sent via email to vea@icva.net. Written notice to College will be sent via email to the email address College used to order the VEA. The College agrees to comply with the terms and conditions of this Agreement and related materials furnished from time to time by the ICVA. If the College fails to abide by the terms of this Agreement, the ICVA may terminate this Agreement at its sole discretion, after which the College will not be permitted to administer the VEA pursuant to this Agreement.

B. Ownership of VEA and Related Documents. The ICVA owns the VEA, the relevant data generated therefrom, and the procedures and processes used in the preparation of the VEA, including the intellectual property rights of any such property or processes. The College will take no action regarding the use of VEA or any related materials in derogation of the ownership rights of the ICVA.

C. Amendment. This Agreement may be amended only pursuant to a written document executed by both parties.

D. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein. This Agreement supersedes any and all other prior agreements, either written or oral, between the parties with respect to the subject matter hereof.

E. Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of North Dakota, without regard to its conflict of law principles.

F. Captions and Headings. All headings, captions, and section titles used in this Agreement are for ease of reference only and are not to be considered in the construction or interpretation of any provision of this Agreement.

G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed original, but all such counterparts together shall constitute one and the same instrument. Facsimile copies hereof shall be deemed to be originals.