

NBDE Part II Arbitration Requirement

Arbitration has become an increasingly common way to resolve legal differences. Generally speaking, the advantages of arbitration over traditional lawsuits are that arbitration is less expensive and issues are resolved in less time. If a candidate wishes to pursue a dispute that has not been resolved by the appeal process mentioned above and detailed in the *Limited Right of Appeal for Examination Candidates*, the candidate must use the procedure described in the following Agreement to Arbitrate.

AGREEMENT TO ARBITRATE

1) In the event that any legal dispute arises between you and the Joint Commission on National Dental Examinations of the American Dental Association in connection with your participation in the National Board Dental Examination Part II, where that dispute is not resolved by the appeals process detailed in the Guide and elsewhere, you agree that the exclusive means for resolving the dispute shall be Binding Arbitration as described by the terms of this Agreement. This means that you waive the rights you may have to resolve the dispute in a court of law, or by any other means that might otherwise be available to you.

2) The American Dental Association ("ADA") agrees to be similarly bound except that the ADA reserves its full rights to pursue injunctive and other appropriate relief in any state or federal court in cases of unfair competition or violations of, or threats to violate, any intellectual property rights of the ADA. With respect to any action filed by the ADA pursuant to this paragraph 2, you consent to submit to the jurisdiction of the state or federal court in which the ADA seeks relief.

3) Arbitration proceedings initiated pursuant to this Agreement to Arbitrate shall be conducted in accordance with the then current rules of the American Arbitration Association. The Arbitration and any proceedings relating to it shall be held in Chicago, Illinois. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605.

4) In the event of Arbitration, the parties shall bear their own costs and attorneys' fees associated with the Arbitration proceedings, unless the arbitrator directs one of the parties to pay the other's costs, or attorneys' fees, or both.

5) To the fullest extent permitted by law, no Arbitration brought pursuant to this Agreement shall be joined to any Arbitration involving any other party whether through "Class Arbitration" proceedings or otherwise.

6) This Agreement is part of the Application to take the National Board Dental Examination Part II. Your assent to be bound by it is a requirement for taking the examination, but you can only sit for the examination if you also fulfill all other conditions imposed by the Joint Commission on National Dental Examinations.