

ETHICAL BEHAVIOR INVESTIGATION AND APPEAL POLICY

Investigations of Alleged or Suspected Ethical Behavior Violations

The International Council for Veterinary Assessment® (ICVA®) reserves the right in its sole discretion to investigate any alleged or reasonably suspected violation of the North American Veterinary Licensing Examination® (NAVLE®) Candidate Agreement (the “Candidate Agreement”) and any alleged or reasonably suspected behavior that is dishonest, improper or contrary to the principles and standards applicable to the field of veterinary practice or to the moral norms of the general community (collectively, an “Ethical Behavior Violation”). In addition to investigating an Ethical Behavior Violation, ICVA® reserves the right in its sole discretion to take all other lawful actions warranted under the circumstances in relation to the subject of an investigation if ICVA® determines that the subject violated ICVA’s rights or the terms, conditions, and policies that govern the NAVLE®, or any applicable law or regulation.

Issuance of a Notice of Investigation

If ICVA® initiates an investigation of an alleged or suspected Ethical Behavior Violation by a Candidate and determines in its sole discretion that the allegation or suspicion is well-founded, ICVA® will provide written notice to the Candidate of the investigation (the “Notice of Investigation”), which shall include the following:

1. A brief description of the alleged or suspected Ethical Behavior Violation.
2. The terms of the Candidate Agreement that the Candidate is alleged to have violated or suspected of violating, or a summary of how the Candidate’s alleged or suspected conduct may be an Ethical Behavior Violation.
3. In ICVA®’s sole discretion, questions related to the investigation that the Candidate must answer and/or requests for the Candidate to produce specified documents, data, and materials.
4. A request for the Candidate to explain their conduct and/or any mitigating circumstances that should be taken into consideration by ICVA®.
5. A deadline for the Candidate to reply to the Notice of Investigation and provide the requested information.
6. The range of potential sanctions that ICVA® may impose on the Candidate if the allegation or suspicion is substantiated at the conclusion of the investigation.
7. A notification, if applicable, of any NAVLE® score hold or prohibition on NAVLE® administration during the pendency of the investigation, in ICVA®’s sole discretion.
8. A statement that failure to cooperate with the investigation or answer the questions posed or produce the documents, data and materials requested will constitute a separate and independent basis for finding that the Candidate violated the Candidate Agreement.
9. A statement that failure to respond in substance to the Notice of Investigation will be deemed a waiver by the Candidate of any right of appeal the Investigation Findings and Conclusions (as defined below).

Candidate Cooperation and Response to Notice of Investigation

Candidates are reminded of their obligations under the terms of the Candidate Agreement to:

- fully cooperate with ICVA® Ethical Behavior Violation investigations;
- disclose to ICVA® all knowledge that could potentially relate to the investigation;
- produce all documents, data and materials reasonably requested by ICVA®;
- upon request, submit to an in-person or remote interview, in ICVA®'s sole discretion, conducted by or on behalf of ICVA®; and
- truthfully and completely answer all questions asked by ICVA® and its representatives.

After receiving the Candidate's response to the Notice of Investigation, ICVA® may require the Candidate to answer any number of follow up questions, produce additional specified documents, data, and materials, and/or submit to an in-person or remote interview, in ICVA®'s sole discretion. Each such request for additional information will include a deadline by which the Candidate must reply in writing to ICVA®. The Candidate's sole and exclusive opportunity to provide ICVA® with relevant facts, evidence, explanations of their conduct and mitigating circumstances is in writing in response to ICVA®'s initial Notice of Investigation and any follow up requests made by ICVA®.

ICVA® may, in its sole discretion, require that the Candidate participate in an in-person or remote virtual interview regarding the investigation. ICVA® will notify the Candidate in writing if an interview is required during the investigation.

NAVLE® Score Hold Pending Investigation

During the pendency of an investigation of a Candidate who has already taken the NAVLE®, ICVA® may in its sole discretion withhold the Candidate's NAVLE® score and/or not release the score to the Candidate's licensing board and/or to the archive of the American Association of Veterinary State Boards ("AAVSB"), until such time that ICVA® conclusively determines either that: (1) the Candidate did not participate in or contribute to the alleged or suspected Ethical Behavior Violation under investigation; or (2) the release, cancellation or invalidation of the Candidate's NAVLE® score is addressed as part of the Investigation Findings and Conclusions set forth in a Final Report of Ethical Behavior Investigation and Notice of Sanctions.

NAVLE® Administration Prohibition Pending Investigation

During the pendency of an investigation of a Candidate, ICVA® may in its sole discretion prohibit the Candidate from registering for, scheduling and/or participating in an administration of the NAVLE® until such time that ICVA® conclusively determines either that: (1) the Candidate did not participate in or contribute to the alleged or suspected Ethical Behavior Violation under investigation; or (2) the Candidate's ability to participate in a future NAVLE® administration is addressed as part of the Investigation Findings and Conclusions set forth in a Final Report of Ethical Behavior Investigation and Notice of Sanctions.

Findings and Conclusions of Investigation

In conducting its investigation, ICVA® will consider all relevant and material information, statements, documents, data and other evidence collected by or reasonably made available to ICVA® in the course of the investigation, including responsive information submitted by the Candidate, in order to determine: (1) the findings of material fact relevant to the alleged or suspected Ethical Behavior Violation, (2) whether the material facts reasonably establish that it is more likely than not that

the Candidate participated in or contributed to an Ethical Behavior Violation under the applicable terms of the Candidate Agreement and/or other ICVA® terms or policies and, (3) if ICVA® finds that an Ethical Behavior Violation occurred, what sanctions will be imposed against the Candidate (collectively, “Investigation Findings and Conclusions”). If ICVA® determines based on its review and analysis of the evidence that no Ethical Behavior Violation has occurred, it will notify the Candidate in writing of that determination and close the investigation without any further action.

Range of Sanctions for Ethical Behavior Violations

If, following the conclusion of an investigation, ICVA® reasonably concludes that a Candidate has participated in or contributed to an Ethical Behavior Violation, failed to fully cooperate in any Ethical Behavior Investigation, or provided false or misleading information to ICVA® at any time, ICVA® may impose one or more of the following sanctions:

- Prohibit or disqualify the Candidate from taking the NAVLE® for a fixed period of time, until the costs of investigation are paid (as described below) or indefinitely;
- Impose special conditions of taking the NAVLE® in the future;
- Require the Candidate to reimburse ICVA® for the cost of its investigation and/or for any legal fees incurred by ICVA® due to the Candidate’s Ethical Behavior Violation;
- Provide a copy of ICVA®’s Final Report of Ethical Behavior Investigation and Notice of Sanctions to all Legitimately Interested Third Parties (as defined below), including but not limited to, each licensing board to which the Candidate may apply for a license and the AAVSB; and
- Pursue a civil lawsuit and/or refer the matter for criminal prosecution by state and/or federal authorities or any government agency with jurisdiction.

Sanctions to be imposed by ICVA® in connection with the Findings and Conclusions of an investigation will initially be set forth in a Draft Report of Ethical Behavior Investigation and Notice of Sanctions but will not be imposed until a Final Report is issued by ICVA®, as explained in greater detail below.

Development of a Draft Report of Ethical Behavior Investigation and Notice of Sanctions

If ICVA® determines that an Ethical Behavior Violation has occurred, ICVA® will prepare and send to the Candidate a document entitled “Draft Report of Ethical Behavior Investigation and Notice of Sanctions” (the “Draft Report”) that explains the Findings and Conclusions and includes the following key elements:

1. A brief description of the alleged or suspected Ethical Behavior Violation and how it was brought to ICVA®’s attention.
2. A summary of the evidence and findings of fact gleaned from the investigation, including the Candidate’s response(s) to ICVA®’s Notice of Investigation and investigative request(s) for information.
3. The terms of the Candidate Agreement that the Candidate was found to have violated, or a summary of how the Candidate violated the ICVA’s policy on Ethical Behavior.
4. The sanctions to be imposed against the Candidate for the Ethical Behavior Violation.
5. A specified time period for the Candidate to submit a written response to ICVA® to identify any materially inaccurate statements contained elements one through three (identified above) contained in the Draft Report.

6. A statement that failure to respond to the Draft Report will be deemed the Candidate's agreement to the accuracy of all contents contained in the Draft Report and a waiver of the Candidate's right to appeal the Investigation Findings and Conclusions.
7. A notice that Legitimately Interested Third Parties will be provided with a copy of or access to the Final Report of Ethical Behavior Investigation and Notice of Sanctions.
8. Information about the Candidate's right, as applicable, to appeal Investigation Findings and Conclusions contained in the Draft Report.

Opportunity to Object to Elements of the Draft Report and Sanctions to be Imposed

After receiving the Draft Report, the Candidate will have ten (10) calendar days in which to advise ICVA® in writing of any statements contained in elements one through three of the Draft Report (identified above) that the Candidate purports are materially inaccurate. The Candidate's claims of material inaccuracies in the Draft Report must be limited to elements one through three and must be specific, reasoned and supported by facts and evidence previously provided by the Candidate or otherwise collected by ICVA® prior to the issuance of the Draft Report. ICVA® will not, under any circumstances, consider any new facts or evidence provided by the Candidate following the issuance of a Draft Report.

If the Candidate notifies ICVA® in writing within the allowed time period of purported inaccuracies in elements one through three of the Draft Report, ICVA® will endeavor to resolve any disagreements with the Candidate's view of these elements of the Draft Report. The time period to resolve any disagreements regarding the designated elements of the Draft Report shall be limited to thirty (30) calendar days from the date ICVA® first receives the Candidate's written objections, unless ICVA® agrees in writing, in its sole discretion, to extend this time period (the "Draft Report Objection Resolution Period"). The negotiation of the Candidate and ICVA® over the contents of elements one through three of the Draft Report may result in ICVA® issuing one or more additional versions of the Draft Report, in its sole discretion, in an effort to resolve their disagreement(s).

If the Candidate notifies ICVA® in writing in response to the Draft Report that it agrees with the contents of elements one through three and the sanctions to be imposed, ICVA® will finalize the Draft Report and issue the Final Report of Ethical Behavior Investigation and Notice of Sanctions ("Final Report"), and the investigation will be closed with no right for the Candidate to appeal. Any sanctions will be imposed against the Candidate as set forth in the Final Report, and the Final Report will be distributed and/or made available to Legitimately Interested Third Parties.

If the Candidate fails to respond to the Draft Report within the allowed time period, the Candidate will be deemed to: (1) agree with ICVA® that the Draft Report is accurate in all respects; and (2) waive any right to appeal the Investigation Findings and Conclusions, including any sanctions imposed by ICVA®. In any such instance of a Candidate's failure to respond to a Draft Report, the Draft Report will be finalized and the Candidate's failure to respond to the Draft Report will be noted in the Final Report, and the investigation will be closed with no right for the Candidate to appeal. Any sanctions will be imposed against the Candidate as set forth in the Final Report, and the Final Report will be distributed and/or made available to Legitimately Interested Third Parties.

If the Candidate and ICVA® agree on the contents of elements one through three of the Draft Report but the Candidate nevertheless notifies ICVA® in writing of their objection to the sanctions to be imposed by

ICVA® as set forth in the Draft Report, ICVA® will issue a written Notice of Right to Appeal and the scope of the appeal shall be limited to the sanctions to be imposed. If the Candidate follows the directions in the Notice of Right to Appeal, the Candidate's appeal will be handled as provided in the Appeal Process below.

If, following the expiration of the Draft Report Objection Resolution Period (including, as applicable, any extension granted in ICVA's sole discretion), the Candidate and ICVA® have not reached agreement regarding the disputed content in elements one through three of the Draft Report, ICVA® will append the Candidate's written objections as an attachment to the most recent version of the Draft Report, with any responsive comments of ICVA® in its sole discretion, and ICVA® will issue a written Notice of Right to Appeal. If the Candidate follows the directions in the Notice of Right to Appeal, the Candidate's appeal will be handled as provided in the Appeal Process below.

If the Candidate fails to timely submit an appeal in any of the above instances, the Draft Report will be finalized in a Final Report reflecting the most recent version of the Draft Report, the sanctions will be imposed by ICVA® as set forth in the Final Report and the Final Report will be distributed and/or made available to Legitimately Interested Third Parties.

Appeal Process

If a Candidate timely submits a written appeal to ICVA® in accordance with the Notice of Right to Appeal issued by ICVA®, the Candidate may appeal only those aspects of the Investigation Findings and Conclusions set forth in the Draft Report that are clearly identified in the Notice of Right to Appeal. The appeal must be submitted in writing within ten (10) calendar days of the delivery of ICVA®'s Notice of Right to Appeal. All appeals timely submitted will be decided by an Appeal Panel composed of three volunteers from within the ICVA® stakeholder community appointed by ICVA®, including at least one member of the ICVA® Board of Directors. Although a Candidate pursuing an appeal may have a legal representative assist in the appeals process, all expenses and costs related to such legal representation shall be paid exclusively by the Candidate. ICVA® shall not under any circumstances be liable for the fees or costs associated with Candidate's representation by legal counsel, regardless of the outcome of the appeal.

The scope of the appeal shall be limited to the matters specified in the Notice of Right to Appeal and all facts, evidence, and arguments that the Candidate desires the Appeal Panel to consider must be set forth in the Candidate's written Notice of Appeal. The Notice of Appeal shall be limited to no more than ten (10) double-spaced pages of text in twelve-point font with one-inch margins. The Appeal Panel shall not consider any new evidence or information that was not previously submitted to ICVA® by the Candidate or otherwise collected by ICVA® during the investigation and prior to the issuance of the Draft Report.

Where the scope of the Candidate's appeal includes a disagreement regarding the contents of elements one through three of the Draft Report, the Appeal Panel has the authority on appeal to:

1. Modify any of the following elements of the Draft Report:
 - a. A brief description of the alleged or suspected Ethical Behavior Violation and how it was brought to ICVA®'s attention;
 - b. A summary of the evidence and findings of fact gleaned from the investigation, including the Candidate's response(s) to ICVA®'s Notice of Investigation and investigative request(s) for information;

- c. The terms of the Candidate Agreement that the Candidate was found to have violated, or a summary of how the Candidate's conduct was an Ethical Behavior Violation; and
2. Alter the sanctions set forth in the Draft Report.

Where the Candidate and ICVA® agreed on the contents of elements one through three of the Draft Report, the scope of the appeal shall be limited to the sanctions to be imposed, and the Appeal Panel may only alter the sanctions set forth in the Draft Report.

Prior to the Appeal Panel's review and consideration of the appeal, ICVA® will provide all relevant documents and evidence from the investigation to the Appeal Panel. The Appeal Panel: Will consider only the information contained in the Draft Report and the underlying evidence collected by ICVA® in the investigation, including the information provided by the Candidate during the investigation.

- Will limit their consideration to the scope of the appeal set forth in the ICVA® Notice of Right to Appeal.
- Will convene privately in one or more synchronous in-person or remote virtual meetings to discuss the appeal, deliberate, and reach a decision.
- May seek legal advice and consult with ICVA® legal counsel in the course of deciding an appeal.

Neither the Candidate who submitted the appeal nor their legal representatives may attend the Appeal Panel's deliberations or meetings, and there will be no hearing or taking of testimony or presentation of oral arguments. The decision of the Appeal Panel must be made by the majority of its members. The Appeal Panel will issue a written decision to ICVA® within sixty (60) calendar days of the Candidate's submission of a Notice of Appeal, including a summary of the factual basis and rationale for the decision. No member of the Appeal Panel will issue any dissent or other written statement contrary to the decision of the Appeal Panel.

Within ten (10) calendar days of ICVA®'s receipt of the Appeal Panel's decision, ICVA® will notify the Candidate in writing of the decision and deliver to the Candidate a Final Report that reflects the decision of the Appeal Panel. Any sanctions will be imposed against the Candidate as set forth in the Final Report, and the Final Report will be distributed and/or made available to Legitimately Interested Third Parties.

The decision of the Appeal Panel shall be final and binding as to all matters related to the appeal and the Candidate shall have no right of further appeal or any other recourse against ICVA® in relation to the investigation and any matters addressed in the Final Report.

Legitimately Interested Third Parties

Legitimately Interested Third Parties include all licensing boards to which the Candidate has applied or may apply for a license, the AAVSB, any veterinary education program where the Candidate is currently enrolled or to which the Candidate has applied, any regulator, government agency, current or prospective employer of the Candidate or educational institution that makes an official written request to ICVA® for information about the Candidate.

Adopted by the ICVA Board of Directors:	2025.11.25
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