

Test Licensing Agreement

1. Scope of Agreement

Ergometrics grants use of the tests to the licensee for the sole purpose of pre-employment and promotional testing. These materials may not be used for training purposes under any circumstances. Authorization to use this test is limited to the licensee's agency. You may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from Ergometrics. The test(s) meet and/or exceed all EEOC guidelines and professional standards. Ergometrics will provide general validation reports upon request. In the event of challenge, Ergometrics will provide expert testimony at its regular consulting rates. Ergometrics assumes no liability for the use or misapplication of this product.

2. Copyright

The test is owned by Ergometrics and protected by United States copyright laws and international treaty provisions. The licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from Ergometrics and may only be used as designated by Ergometrics.

3. Security

Licensee will maintain strict security of these tests in accordance with accepted test security practices and those incorporated herein. All copies of test materials and any associated confidential documents such as answer sheets are to be stored in a secured location and accounted for at all times. Authorized copying of test materials will be personally monitored by an individual responsible for test security. Test materials and any trash containing confidential material will be handled with complete security.

4. Implementation

Licensee certifies that it is experienced in test administration and qualified to administer these materials. Ergometrics will provide the licensee general written or telephone instructions on the administration, use and scoring of this test. Ergometrics warrants that the video, audio, and printed materials are free from defects in material and workmanship.

Some DVD players will have incompatibilities with the DVD format provided. There may be some skipping, stopping or other difficulties experienced. We suggest playing all DVD's on newer DVD/DVD-R players for the best playback. Clean all DVD's, each time, prior to playback and check for deep or excessive scratches. Check DVD's prior to test administrations on the machine that will be used for testing. In addition, we will provide back-up VHS copies for all testing packages.

5. Test Security

Tests are much more expensive and valuable than they may appear. Any professionally developed test is worth, at a minimum, several thousand dollars. Tests that make use of expensive methodologies, such as video or computer format, may be worth half a million dollars or more. Test users should always observe security precautions when dealing with tests. Your test licensing with Ergometrics requires that you conform to specific test security procedures. Basic test security precautions include preventing materials from being stolen, copied, or otherwise compromised. This can be done by establishing responsibility and following conventional test security procedures. Ergometrics maintains the right to, at any time, verify the whereabouts of testing materials maintained by the Licensee and request written documentation of the chain of responsibility outlined in the Test Security Agreement.

6. Security Precautions

a. Maintain an uninterrupted chain of responsibility

Test copies, keys and any other confidential parts of tests must always be the responsibility of a clearly defined person. This person must sign for test materials and be responsible for the security of the test whereabouts at all times. Logs must be maintained that show who had responsibility for the tests during what time. This includes keeping records of who is responsible for the materials in their normal storage location and to whom they are temporarily checked out. There must be no time when the tests are not someone's responsibility and properly accounted for.

b. Keep materials in a secure area or with the responsible person

Tests and related parts must be stored in secure areas where there is limited, recorded access. Tests are normally stored in vaults. When tests are not in the vault or other secured area, they must be in the view of the person who is responsible for them. Tests must not be left unattended on a table or on someone's desk, even for a few minutes. If tests are not in use, they must be under lock and key.

c. Protect materials from computer based theft

Any Ergometrics' materials that are maintained on computer must be kept on a *stand alone* computer that is secured from unauthorized users. No confidential information including test materials, applicant responses or

answer keys should be kept on any computer that is connected to a network.

d. Obtain Certification of Compliance with Confidentiality and Copyright before allowing applicants to take tests

Most people are well aware of what constitutes cheating and of the concept of copyright. Others need a reminder. Cheating on a test is falsification of credentials for employment and demonstrates a lack of professionalism and willingness to undermine the organization in order to achieve personal goals. Avoid problems by obtaining Certification of Compliance with Confidentiality and Copyright before allowing applicants to take tests.

e. Maintain security during testing

Monitor all test sessions in progress, being alert to ways that individuals could steal, copy or in any other way compromise confidential, copyrighted test materials. Number test booklets or test parts that are given to applicants so that if something turns up missing you can tell whose it was. Have applicants initial for the parts that they are receiving. Check applicants in and out of the test session one at a time, making sure that all test parts are accounted for. Restrict movement of applicants in and out of the testing area when tests are in progress. If an applicant must leave for any reason, check materials back in first. Be alert for individuals who may be attempting to take notes, speak notes into a recorder or surreptitiously make recordings of tests. Cell phones are not allowed in plain sight during the test administration. They must be put away and turned off or in the event of any applicant being on-call or needing to be paged, they must be checked into the test administrator prior to the test session. Be particularly aware of individuals who sign up to take the same test several times. Collect and destroy scratch paper. Make sure that any authorized visitors or observers are aware of all security precautions. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room.

f. Protect materials from organized attempts at compromise

Educational institutions, unions or other groups affected by testing have been known to organize attempts to reproduce test materials. Even if the reproductions are crude, they still constitute copyright violation. Many lawsuits over such matters have been brought and won by testing companies and organizations. Let local organizations know that any such acts will not be lightly tolerated. Send them copies of the Certification of Compliance With Confidentiality and Copyright. Call Ergometrics immediately if you discover organized attempts to compromise test materials. We can technically analyze the severity of the violation and will not hesitate to take legal action to rectify the situation.

g. If a test is taken

If the above procedures are observed, theft or attempted theft of test items is a very rare event. Should someone take a test or key, the following guidelines apply. Theft of a valuable item is a police matter. If you have reasonable information as to who the suspect is and that person is present, presumably with the test materials on their person, detain that person and phone the police. Any one of the following are reasonable circumstances for detaining someone. You or another staff member witnessed the theft. Someone else, such as another applicant, identifies the culprit (if two are accusing each other it is reasonable to detain both because both have been identified). A numbered booklet is missing that is checked out to a specific person. There are other circumstances that may reasonably point to a particular person or persons. If you have reasonable information to suspect someone, detain that person and phone the police. Be polite to suspects while you wait for authorities to arrive. For instance, offer them a cup of coffee and try to make them comfortable. Thank them for their cooperation.

h. Never discuss specific test questions or answers

The content of test questions is confidential and copyrighted. Do not discuss specific questions or answers with anyone, including applicants or even others in the organization, except in the course of formal research and test design. Any conversations about test content must be conducted formally in conjunction with Ergometrics.

i. Obtain Test Security Agreement from all responsible individuals

Document that all employees who deal with test materials or applicants understand their responsibility in maintaining security. Maintain on file signed copies of the form entitled Test Security Agreement Individual Statement of Responsibility from all employees whose job in any way can impact test security. This includes test administrators, human resources management staff, any employees who have responsibility for the security of confidential materials in storage, etc.

EXHIBIT A

j. Obtain written consent from Ergometrics prior to subcontracting

Ergometrics' test materials are licensed for use by your organization only. Contact Ergometrics if your organization is considering subcontracting test administration or other services that involve the outside handling of Ergometrics' test materials. This has been acceptable in some cases, however, security arrangements must be formally established. Your organization will remain fully responsible for the security of materials that are handled in this manner.

7. Termination

This Agreement may be terminated in whole in the event that the Licensee or Ergometrics breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party.

8. Events Upon License Expiration or Termination

a. Annual License

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If all testing materials (video tapes, test originals, test booklets, etc) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license

term. Ergometrics will continue to license until such time that all testing materials under this agreement have been returned. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials as of the date in which they are returned in the event the materials are returned after the license expiration. In the event that test materials are lost, stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

b. Per Applicant License

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If all testing materials (video tapes, test originals, test booklets, etc) are not returned within 15 days of expiration or termination, Ergometrics will invoice \$25 for every 15 days overdue. Ergometrics will continue to invoice until such time that all testing materials under this agreement have been returned. In the event that test materials are lost, stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order.).

Test Licensing Agreement

This is a legal agreement between the Licensing Agency and Ergometrics and Applied Personnel Research, Inc. By accepting the Ergometrics pre-employment test(s) for use, you are agreeing to the terms of this agreement.

Parties to the Agreement

This agreement will be between Ergometrics and Applied Personnel Research, Inc. and the party listed below:

Licensee

Principal Signer

Signature

Title

Agency Name

Physical Address

City

State

Zip

Telephone

EMail

Authorized Contacts

Please list in addition to the Principal Signer anyone who is authorized to receive test materials, scores or discuss scores with Ergometrics.

Authorized Contact

Authorized Contact

Title

Title

Telephone

Telephone

EMail

EMail



Return to:
Ergometrics & Applied Personnel Research, Inc.
18720 33rd Avenue West – Suite 200
Lynnwood, WA 98037
FAX: 425-774-0829

or email to: chantelle@ergometrics.org

Failure to return the signed licensing agreement, may delay the processing of your order.

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