

Security and Testing Agreement

I. Purpose of Agreement

The Security and Testing Agreement (STA) is intended to protect the mutual interests of all agencies that use test materials obtained from NOCTI, as well as the interests of persons who take such tests. NOCTI's standardized, customized, and partner assessments are included in this agreement. As a condition for making test materials available, NOCTI requires that all users sign this agreement and fulfill its terms.

II. Terms and Conditions

The individuals who sign this agreement accept, on behalf of the named agency, the responsibility of complying with the following terms and conditions.

- A. All test materials supplied by NOCTI under this agreement shall be and remain the property of NOCTI.
- B. Testing sites must be approved by NOCTI prior to administration of any NOCTI assessment.
- C. Testing sites are liable for the conduct of staff, consultants, or volunteers associated with the site as related to the assessment program, including but not limited to the site coordinator, proctors, and/or evaluators.
- D. Testing sites must administer assessments in accordance with the directions for administration set forth in NOCTI's test administration guides.
- E. Testing sites must establish a specific assessment security and administration policy denoting the proper handling and use of NOCTI assessment materials.
- F. If an assessment instrument is compromised in any manner, in whole or in part, including but not limited to unauthorized disclosure or access, the testing site will be liable for all damages to NOCTI, including costs of investigation and development costs of a replacement assessment instrument. It is understood that these costs can be as much as \$20,000.00 per test.
- G. Testing sites have a professional responsibility to report any security breach to NOCTI immediately and to respond to requests for further information in a timely manner. Any letters of inquiry or subsequent correspondence regarding breaches in the Security Policy will be copied to the state director of Career and Technical Education or individual serving in that capacity.
- H. Assessment instruments shall not be reproduced, in whole or in part, in any fashion.
- I. Assessment instruments shall not be made available, in whole or in part, to newspapers, radio stations, or other media sources for any reason.
- J. Assessment instruments shall not be released or administered to individuals other than those qualified to take part in the local testing program. Restricted individuals include, but are not limited to, teachers, paraprofessionals, parents, and personnel from other districts.
- K. Teachers for the content area in which the assessment is administered are prohibited from proctoring their own students or students in a similar educational or Career Technical Education program during the multiple-choice (written) assessments, in both online and paper/pencil formats.
- L. During the performance portion of the assessment, teachers are prohibited from evaluating their own students.
- M. Assessments, assessment items (questions), performance jobs, related scoring criteria, or any other special projects may not be shared with secondary or post-secondary teachers at any time, under any circumstances. Additionally, teacher access to the Client Services Center is prohibited using the site coordinator's log-in credentials.
- N. Test participants must not have access to assessments, assessment items (questions), performance jobs, related scoring criteria, or any other special projects until the actual test administration commences.
- O. Testing sites must protect the integrity of QuadNet™, NOCTI's online testing and management system. Access to password-protected sites is restricted to individuals qualified to take part in the local testing program (e.g., students taking an assessment, site coordinators accessing the Client Services Center).

III. Signatory

It is agreed that the individuals who sign this agreement will be authorized to order NOCTI assessment materials and will be designated as the primary contact at the testing site. In the event that the primary signer leaves the organization, or another individual is designated to serve as the site coordinator, a new STA must be submitted.

IV. Exclusion of Warranties

ALL TEST MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." NOCTI DOES NOT MAKE ANY EXPRESS WARRANTIES, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

V. Termination of Agreement

NOCTI retains the right to terminate this agreement and withhold, restrict, or recall its assessment materials if it believes the terms and conditions of this agreement have been violated. These measures shall be in addition to any legal remedies available to NOCTI.

VI. Controlling Law and Dispute Resolution

This Agreement is governed by the laws of the State of Michigan, excluding its choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS MECOSTA COUNTY, MICHIGAN. THE TESTING SITE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS IN OR FOR MECOSTA COUNTY, MICHIGAN.

ALL SIGNATURES REQUIRED

The STA form on the following page requires two signatures. NOCTI reserves the right to delay processing the agreement if signatures or contact information is missing or is incorrect. Site coordinators must provide an email address issued by the organization for which this site is being created. Email addresses from free web-based services (e.g., Gmail, Yahoo!, Hotmail) or Internet Service Providers (e.g., Verizon, Comcast) will not be accepted. Please retain a copy of the completed STA and the terms and conditions for your records.



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This form may be emailed to nocti@nocti.org
or faxed to 231-796-4699

Please check one of the following: New Customer Coordinator Change Update Account

Site Code: _____ (New customers will not have a site code until the account is created. After a completed testing agreement is received and processed a welcome email will be sent to the Site Coordinator with account details and information).

Site Coordinator Information	Billing Information
Name of Organization:	Name of Organization:
Site Coordinator: (Cannot be a teacher)	Billing Contact Person:
Telephone:	Billing Telephone:
Fax:	Fax:
Email Address:	Billing Email Address: (Invoices are emailed)
<input type="checkbox"/> YES! We have multiple campuses/shipping addresses. (Please attach a list of campuses/shipping addresses if applicable)	Billing Address:
Shipping Address: (No P.O. Box)	City/State/Zip:
City/State/Zip:	Notes:

Check all that apply: Secondary Student Testing Post-Secondary Student Testing

The NOCTI Security Policy provided on page 1 must be reviewed. Additional policy and process information is available in the NOCTI administration guides and should be reviewed upon approval as a NOCTI customer.

By signing below, the Site Coordinator and Administrator acknowledge the following:

- ✓ Our organization has read, understands and agrees to abide by NOCTI's Security Policy.
- ✓ Our organization is liable for any violation of NOCTI's Security Policy by anyone involved in the test administration process.
- ✓ Our organization is responsible for adhering to NOCTI policies associated with the testing process.

Site Coordinator <u>Signature</u>:	Site Coordinator <u>Title</u>:	Date:
Institution/District Administrator <u>Signature</u>:	Institution/District Administrator <u>Title</u>:	Date:

Please retain a signed copy of the Security and Testing Agreement.

500 North Bronson, Big Rapids, MI 49307 * 1-800-334-6283 * FAX: 231-796-4699 * nocti@nocti.org * www.nocti.org