



# Order Form

Contact: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

### Shipping Information

If your test materials need to be shipped overnight to your location, please call Client Services at 425-741-0103 to notify us after your order has been placed. Applicable freight charges may be invoiced.

Attention to: \_\_\_\_\_  
 Street Address (please no PO Boxes): \_\_\_\_\_  
 City, State and Zip Code: \_\_\_\_\_

### Testing Materials:

- Answer Sheets
- Replacement DVD

### Which product would you like to order materials for?

Frontline National Promote

Sergeant Amount: \_\_\_\_\_  
 Lieutenant Amount: \_\_\_\_\_  
 Corporal Amount: \_\_\_\_\_  
 Captain Amount: \_\_\_\_\_  
 Deputy Chief Amount: \_\_\_\_\_  
 Assistant Chief Amount: \_\_\_\_\_

Test Date/Date needed by: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

**Ergometrics and Applied Personnel Research, Inc.**  
 2122 164th ST SW STE 300, Lynnwood, WA 98087  
 425-741-0103

# Per Applicant Test Licensing Agreement

## 1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

## 2. Copyright

The Test is owned by the Licensor 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 the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

## 3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

## 4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

- h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

## 5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

## 6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor 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. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

## 7. Events Upon License Expiration or Termination

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 the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

## 8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

## 9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## 10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

## 11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

## 12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## 13. Governing Law

This Agreement is governed by the laws of the State of Washington.

## Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

### Licensee

Principal Signer \_\_\_\_\_ Date \_\_\_\_\_

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 materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
2122 164<sup>th</sup> St SW Suite 300  
Lynnwood, WA 98087  
FAX: 425-977-0566  
Or email  
[clientservices@ergometrics.org](mailto:clientservices@ergometrics.org)

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

For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes:

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## **Test Security Agreement**

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### **Individual Statement of Responsibility**

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#### **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 normal 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.

#### **Security Precautions**

##### ***Maintain an uninterrupted chain of responsibility***

Test copies, keys, and any other confidential parts of tests should always be the responsibility of a clearly defined person. This person should sign for test materials and be responsible for the security of the test whereabouts at all times. Logs should 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 should be no time when the tests are not someone's responsibility and properly accounted for.

##### ***Keep materials in a secure area or in eyesight of the responsible person***

Tests and related parts should 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 should be in the view of the person who is responsible for them. Tests should not be left unattended on a table or on someone's desk, even for a few minutes. If tests are not in use, they should be under lock and key.

##### ***Protect materials from computer based theft***

Any Ergometrics' materials that are maintained on computer must be kept on a 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.

***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. A copy of this form is attached.

***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.

Cell phones and electronic devices are not allowed in the test administrations. Candidates on-call or needing to be paged must check electronics in with the test administrator prior to the test session. In the event of a cell phone being visible or making noise during the test session, the candidate will be asked to leave the testing room and will not be allowed to continue the test.

Be alert for individuals who may be attempting to take notes, speak notes into a recorder, or surreptitiously make recordings of tests. 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.

***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 Copyright and Nondisclosure. 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.

### ***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 call the police. Ask the person to remain in the lobby, but under no circumstances can you detain the candidate against their will. Any one of the following is a reasonable circumstance for reporting suspected theft:

- 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 have both stay until the whereabouts of the material is determined).
- 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, have that person stay 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.

### ***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 should be conducted formally in conjunction with Ergometrics.

### ***Obtain Test Security Agreement from all responsible individuals***

By accepting Ergometrics' test materials, the client organization is agreeing to follow standard test security procedures. Internally the organization should document that all employees who deal with test materials or test takers 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.

### ***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.

## Test Security Agreement Individual Statement of Responsibility

This form is to be signed by all employees whose job in any way can impact test security.

I have read and understand the Security Agreement that begins on page one of this form.

I understand that I have responsibility regarding test security and I am clear what my responsibility entails.

I certify to the truth of the above statements.

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Supervisor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_