

# LIMITED ACCESS SECURITY AGREEMENT

## I. Purpose of Agreement

This Limited Access Security Agreement ("LASA") is intended to protect the mutual interests of the International Public Management Association for Human Resources (IPMA-HR) and all public agencies and officials that use test materials obtained from IPMA-HR, as well as the interests of persons who take tests published by IPMA-HR. As a condition for making test materials available, IPMA-HR requires that all personnel handling tests and related materials, who are not TSA signers, sign this agreement and abide by its terms.

## II. Terms and Conditions

The below undersigned individuals ("LASA signers") hereby agree to abide by all the terms and conditions of this Agreement on behalf of themselves and on behalf of the below-named agency.

- A. All IPMA-HR test materials and test related documents are the exclusive property of IPMA-HR. Tests and related materials are rented to customers on a lease only basis. All other related documents (e.g., technical reports, technical guidelines, etc.) contain proprietary business practices and trade secrets. They are offered for your use in the testing and validation process only.
- B. All test materials and test related documents contain confidential information and trade secrets owned by IPMA-HR, and for which it holds a series of registered copyrights under U.S. and international laws. IPMA-HR test materials and test-related documents will be used exclusively for the official purposes of the named agency in testing candidates for employment and promotion, and conducting internal validation studies (e.g. SME question review, transportability study, pass point-setting study). No individual has the permission to loan, give, sell or otherwise make available any IPMA-HR test material to any organization or individual. This includes but is not limited to copying, photographing or otherwise reproducing IPMA-HR test material for the purpose of study, publication, distribution or administration. I understand that the information in these materials constitute trade secrets that I am bound to keep confidential in perpetuity.
- C. LASA signers are required to keep test materials under lock and key at all times outside of test and validation study administration. All IPMA-HR test material in the possession of the named agency will be handled and stored in a manner that will prevent unauthorized persons from having access to it. All LASA signers should view the How to Keep Tests Secure video on the IPMA-HR Website.
- D. LASA signers understand that while they may be able to order and handle test materials, they may not be received or opened directly by a signer to this agreement. Only TSA signers have those rights.
- E. LASA signers agree that they are only authorized by IPMA-HR to order tests used by their employing agency as part of the agency's official process for direct hiring and promotion of individuals within and/or to their agency, as well as for participation in IPMA-HR directed validation studies. LASA signers agree to not request, seek, order, receive or view IPMA-HR tests and/or testing materials designed for the selection or promotion of job classifications that are not a part of the LASA signer's employing agency. LASA signers that inadvertently receive IPMA-HR tests and/or testing materials that they are not authorized to view shall immediately notify IPMA-HR and make arrangements for the prompt return of those materials to IPMA-HR. IPMA-HR will periodically audit test order histories for each LASA signer and each agency, and may terminate its relationship with any agency and/or LASA signer found to have violated this provision, and may also prohibit the LASA signer and/or agency from using IPMA-HR tests.
- F. Test administrators are required to have each examinee sign and date an Examinee Confidentiality Agreement (provided to you by IPMA-HR) stating that they understand that the contents of the test are copyrighted and confidential and agreeing not to copy, disclose or attempt to reconstruct, in whole or in part, the contents of the exam. The signed agreements should be kept on file with your agency for a period of not less than three (3) years. IPMA-HR reserves the right to periodically audit the collection of the agreements to ensure compliance. IPMA-HR may take action against any agency found not to be in compliance with the requirements of this paragraph by suspending the agency's test rental agreement for a fixed period of time or terminating it all together.

- G. Authorized personnel include TSA signers, signers of this agreement, and individuals who fall into one of the three following categories:
  - i. Your agency is in the test review phase and have asked you to participate as a subject matter expert (SME) to review the test in relation to your agency's selection process or provide input for a local validation and/or transportability study. In this case, a TSA signer must be present during the review meetings and must ensure that the SMEs are never alone with the tests or allowed to take them from the meeting site.
  - ii. You have been asked to administer a test for your agency. You are responsible for keeping the tests secure at all times and for administering the assigned test. You are not allowed to order tests or receive test shipments.
  - iii. You have been asked to proctor a test for your agency. Proctors may be assigned to assist on test administration day and should read and sign this agreement prior to handling and/or being exposed to test materials. Even after they have signed this agreement, proctors should never be left alone with test materials at any time.
- H. Under no circumstances can IPMA-HR test materials provided to candidates during a test administration be reused. This includes but is not limited to used test booklets and test information packets (TIPs). During a test administration, each candidate must be provided with sealed and unused test materials. Used test booklets should either be returned to IPMA-HR or securely destroyed by shredding, incineration, or other methods of destruction. Unused test materials may be returned to IPMA-HR for credit or kept under lock and key for future test administrations at the discretion of TSA signers.
- I. By including IPMA-HR's tests, products, and services as all or part of a testing process, the named agency assumes full responsibility for ensuring that all tests are used for their intended purpose and that the agency's hiring and/ or promotional practices comply with legal, ethical, and professional guidelines. IPMA-HR has completed a national criterion-related and/or content related validation studies demonstrating the job relatedness of our tests. However, it is the agency's responsibility to collect evidence showing that the knowledge, skills, abilities and personal characteristics measured by IPMA-HR's tests are required to perform the job in their agency by conducting a local validation study or transportability study.
- J. An agency will sign a new LASA whenever the principal signer of the agreement leaves the agency or the agency desires to designate additional individuals as being authorized to order, receive and store IPMA-HR test materials.
- K. A current TSA must be on file prior to submitting this agreement
- L. A Primary TSA signer must authorize all new LASA signers, and must match the Primary Signer on the agency's TSA documentation.

## III. Completing the Agreement

IPMA-HR requires that all LASA signers are employees of the designated agency who handle testing; both administration and/or scoring. These personnel will be responsible for ordering and administering IPMA-HR test materials, but will not directly receive test shipments. Principal TSA Signers hold specific positions within the agency named on this agreement. Please review the table on side two for guidelines as to who should sign as the Original TSA Principal Signer.

In cases where agencies do not have a formal personnel system, the principal signer should be a manager who is responsible for personnel functions (e.g., City Manager, Mayor, Assistant Manager, President of the County Board, President of the Fire Protection District, etc).

## IV. Termination of Agreement

IPMA-HR retains the right to terminate this agreement and withhold or recall its test materials if it believes the terms and conditions of this agreement are being or have been violated.

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## Parties to the Agreement

The parties to this Limited Access Security Agreement are the International Public Management Association for Human Resources (IPMA-HR) and the public agency named below.

### A. AGENCY NAME (PLEASE PRINT)

AGENCY NAME

STREET ADDRESS

CITY STATE ZIP

TELEPHONE FAX

On behalf of this agency, I accept this agreement and assure compliance with its terms and conditions:

### B. ORIGINAL TSA PRINCIPAL SIGNER (PLEASE PRINT)

NAME

TITLE

TELEPHONE E-MAIL

SIGNATURE DATE

### C. DOCUMENT SIGNER(S) (PLEASE PRINT)

FIRST SIGNER

TITLE

TELEPHONE E-MAIL

SIGNATURE DATE

SECOND SIGNER

TITLE

TELEPHONE E-MAIL

SIGNATURE DATE



#### RETURN BY MAIL TO:

IPMA-HR  
1617 Duke Street  
Alexandria, VA 22314

#### RETURN BY FAX TO:

(703) 684-0948

#### RETURN BY E-MAIL TO:

assessment@ipma-hr.org