

# TEST SECURITY AGREEMENT

## I. Purpose of Agreement

This Test Security Agreement ("TSA") 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 customers, public agencies and officials who participate in the use and administration of IPMA-HR tests, as well as any other person who has authorized access to IPMA-HR testing materials ("Users") read and sign this agreement and abide by its terms.

## II. Terms and Conditions

The below undersigned individuals ("TSA signers") hereby agree to abide by all of 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 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 free of charge for your use in your testing 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. 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. TSA signers are required to keep test materials under lock and key at all times outside of test 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.
- D. TSA 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. TSA 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 TSA signer's employing agency. TSA 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 TSA signer and each agency, and may terminate its relationship with any agency and/or TSA signer found to have violated this provision, and may also prohibit the TSA signer and/or agency from using IPMA-HR tests.
- E. 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 altogether.
- F. Authorized personnel include signers of this agreement and the following three exceptions:
  - i. During the test review phase subject matter experts (SMEs) who are not TSA signers may need to review the test in relation to their selection process in order to provide input for local validation or transportability studies. In this case, a TSA signer must be present during the review meetings and must ensure that the SMEs are never left alone with the tests or allowed to take them from the meeting site. The SMEs are not required to be TSA signers, but IPMA-HR requires that these individuals submit a Limited Access Security Agreement that authorizes them to have access to the tests but may not order or receive test shipments directly. This agreement is available on our website or by contacting us.

- ii. Although we would prefer that a TSA signer be responsible for administering tests, there are limited exceptions to this rule. We realize that in some situations, you may not want test administrators who handle the tests to be able to receive test shipments. Individuals who administer tests are not required to be TSA signers, but IPMA-HR requires that these individuals submit a separate Limited Access Security Agreement ("LASA") that authorizes them to have access to the tests but may not receive test shipments directly. This agreement is available on our website or by contacting us.
  - iii. Proctors may be assigned to assist in administering the test by distributing and collecting test materials and by monitoring the test room. Proctors should read and sign the LASA prior to handling and/or being exposed to test materials. They should be briefed on test security measures and even after signing, proctors should never be left alone with test materials at any time.
- G. All shipped test materials must be opened by an individual who has signed this agreement. TSA signers agree to secure all test package shipments upon arrival.
  - 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. No candidate review of entry-level tests is permitted. Agencies who have candidate appeal procedures for promotional tests must follow the instructions for handling candidate test challenges as described in the publication Considerations in Handling Test Challenges, which is available upon request. This publication contains detailed steps for handling promotional-level candidate reviews and resolving item challenges in such a way that will help ensure you maintain test security.
  - J. IPMA-HR must be notified immediately if any IPMA-HR test materials become involved in legal or regulatory compliance proceedings. The named agency will inform the legal authority of the terms and conditions of this agreement and will seek a court protective order to safeguard the security of the test materials.
  - K. 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.
  - L. An agency will sign a new TSA 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.

## III. Principal vs. Alternate Signers

It is agreed that the individuals who sign this agreement will be authorized to order IPMA-HR test materials and will be the individuals to whom such materials are sent. A principal signer, as described in Section IV, has the option of designating alternate signers on this agreement. The alternate signers should be employees who are entrusted to order, receive, store and/or administer tests. Alternate signers share full responsibility with the principal signer for carrying out the terms and conditions of the TSA. Future updates to the TSA need to be signed by the original agreement's principal signer. In the event that the principal signer leaves the agency, the agency needs to submit another TSA to designate a new principal signer.

## IV. Completing the Agreement

IPMA-HR requires that principal 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 the TSA.

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.).

# TEST SECURITY AGREEMENT

Type of Agency	Principal Signer	Suggested Alternate Signers
<b>Centralized HR Department</b>	• HR Director	• HR Analyst • HR Technician
<b>Civil Service Commission</b>	• President • Chairperson	• Secretary
<b>Police Department*</b>	• Police Chief	• Administrative Ranks • Police HR Staff • Training Coordinator
<b>Fire Department*</b>	• Fire Chief	• Administrative Ranks • Fire HR Staff • Training Coordinator
<b>Correctional Facility*</b>	• Warden/ Sheriff	• Correctional HR staff • Administrative Ranks
<b>Emergency Communications Center*</b>	• Director	• ECC HR Staff • Training Coordinator

*\*IPMA-HR does not recommend that operating departments receive test shipments directly. We strongly recommend that test orders from operating departments be channeled through a Centralized HR Department or Civil Service Commission.*

## V. Consultants

IPMA-HR defines consultants as those individuals who are not directly employed by the agency named on this agreement, but who are involved in the testing process. A consultant who wishes to conduct business with IPMA-HR is required to file a separate TSA for each agency they are working with. The consultant can only be named as an alternate signer. The principal signer must be one of the officials listed on the table in Section IV. IPMA-HR will not allow consultants who develop, publish, or market competing products to sign the TSA.

## VI. 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.

### \*\* ALL SIGNATURES REQUIRED \*\*

#### \*\* SIGNERS MUST PROVIDE AN E-MAIL ADDRESS \*\*

Agreements that are sent by fax or e-mail are required to provide a legitimate business related e-mail address. E-mail addresses from free web-based services that are available to the public (e.g. Gmail, Yahoo!, Hotmail, etc.) or Internet service providers (e.g. Comcast, Verizon, Suddenlink, etc.) will not be accepted for faxed or electronic agreements and must be physically mailed to us with proof of the signer's relationship to the public agency named above, such as a business card.

IPMA-HR reserves the right to delay processing your TSA if signatures or contact information are missing. Contact IPMA-HR for more information. Please retain a copy of this agreement and its terms for your records.

### If you are a new TSA signer, how did you hear about us? (Please check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Email from IPMA-HR               | <input type="checkbox"/> IPMA-HR Booth at IPMA-HR Conf. |
| <input type="checkbox"/> Friend or colleague              | <input type="checkbox"/> Magazine ad - HR News          |
| <input type="checkbox"/> Internet search                  | <input type="checkbox"/> Magazine ad - NSA              |
| <input type="checkbox"/> IPMA-HR Booth at NSA Conference  | <input type="checkbox"/> Facebook                       |
| <input type="checkbox"/> IPMA-HR Booth at AJA Conference  | <input type="checkbox"/> LinkedIn                       |
| <input type="checkbox"/> IPMA-HR Booth at IACP Conference | <input type="checkbox"/> IPMA-HR Postcard or brochure   |
| <input type="checkbox"/> IPMA-HR Booth at IAFC Conference | <input type="checkbox"/> IPMA-HR Catalog                |
| <input type="checkbox"/> IPMA-HR Booth at APCO Conference | <input type="checkbox"/> Other - please explain below:  |

**PLEASE NOTE:** I, the undersigned, understand that testing material may not be reused and that each candidate will be provided with unused testing material. Upon completion of my Test Security Agreement, I agree to follow all of IPMA-HR's procedures regarding the return or destruction of all test materials.

## Parties to the Agreement

The parties to this Test 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. PRINCIPAL SIGNER (PLEASE PRINT)

\_\_\_\_\_  
PRINCIPAL SIGNER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE E-MAIL

\_\_\_\_\_  
SIGNATURE DATE

### C. ALTERNATE SIGNERS, OPTIONAL (PLEASE PRINT)

\_\_\_\_\_  
FIRST ALTERNATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE E-MAIL

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SECOND ALTERNATE

\_\_\_\_\_  
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