



Kolbe Academy

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ATTACHMENT D

END-USER SUBLICENSE AGREEMENT FOR USE OF CTB/McGRAW-HILL LLC TEST MATERIALS

This End-User Sublicense Agreement for use of CTB/McGraw-Hill LLC Test Materials ("Test Materials") is made by and between Kolbe Academy Inc. ("Licensee"), and the entity that is either purchasing or sublicensing the products and/or services that are the subject of this Sublicense Agreement,

Customer Name: _____

Address: _____.

In consideration for purchase or sublicense of CTB/McGraw-Hill LLC ("CTB") test materials from Licensee, Customer certifies and agrees to all of the following:

1. Customer accepts the responsibility for proper test security, administration and interpretation, and agrees to the terms and conditions specified in this Sublicense Agreement.
2. Customer is qualified to use and interpret the results of the Test Materials as recommended in the American Educational Research Association's *Standards for Educational and Psychological Testing*.
3. Customer and/or other persons who may use the Test Materials have a general knowledge of test measurement principles and of the limitation of test interpretations.
4. Customer will maintain the security of the CTB Test Materials at all times. Among other things, Customer will keep the Test Materials in a secure location, except as necessary to administer or score the Test Materials. Customer will alert all individuals who may come into contact with the Test Materials of the need for security within Customer's organization.
5. Tests will be administered only as directed in CTB's Examiner's Manual.
6. Customer will keep in strict confidence the Test Materials and results of testing at all times, and shall not disclose this information to any third party.
7. Test Materials will not be photocopied or otherwise reproduced, including but not limited to entering the Test Materials into any computer memory or other storage medium, without CTB's express authorization. Additionally, the Customer shall follow all copyright restrictions.
 - A. Customer acknowledges that all CTB Test Materials (including but not limited to all software products) are copyrighted. No part of the Test Materials may be reproduced or distributed in any form or by any means, or stored in a database or retrieval system, without CTB's prior written authorization.
 - B. Customer acknowledges and agrees that, if it desires to request permission to excerpt, quote, create large-print editions, produce Braille editions from, and/or record or broadcast (audio or video) any portion or all CTB Test Materials, Customer must send the request to the Seller, who will forward the request to CTB.

8. Customer shall not leave any test takers alone with any Test Materials.
9. Customer will notify CTB of any suspected or actual breach of any of this Sublicense Agreement's terms and conditions by sending written notice to: CTB/McGraw-Hill LLC, Attention: Director, Contract Services, 20 Ryan Ranch Road, Monterey, California 93940.
10. Customer acknowledges CTB's Test Materials may only be used for educational assessment purposes within an educational institution. Those Customers eligible to order Test Materials are:
 - A. State-approved or accredited schools or colleges and from government agencies with orders on (or accompanied by) an official purchase order or official letterhead with a purchase order number.
 - B. Teachers who indicate they are also the schools' test administrators, or who provide a signed approval from their schools' test administrators, and remit a purchase order with the school's name and address on it.
 - C. Members of qualified professional organizations who indicate their current membership statuses on their order forms. (Qualified professional organizations in the US are: (i) the American Educational Research Association; (ii) the American Psychological Association; (iii) the American Speech, Language, and Hearing Association; (iv) the National Association of School Psychologists; and, (v) the National Council on Measurement in Education.)
 - D. Agencies and organizations serving groups of home schools when their order is accompanied by an approval by a local or state school official, and individual home schools. For security and embargo reasons, home school agencies may not license, purchase or use TerraNova *secure* Test Materials. CTB suggests that home schools have their students tested in public or private schools or in an approved testing center.
 - E. Students enrolled in a Licensee affiliated school or program.

For Office Use--Kolbe Academy: *Check one of the following options*

Customer meets the following qualification listed above: *(circle one)* 9a 9b 9c 9d 9e

Customer does not meet any of the above qualifications, so the potential End User is ineligible to sublicense or purchase CTB's Test Materials without formal written authorization of CTB.

CUSTOMER: _____

Authorized Signature: _____ Date: _____

Print Signer's Name & Title: _____

Address: _____

Kolbe Initial: KA

FOR OFFICE USE ONLY

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