

CITY CLERK
ORIGINAL

C-8785
02/06/2014

Preview Test & Technical Report Security Agreement

I. Purpose of Agreement

This agreement is intended to protect the mutual interest of all public agencies and officials that review test materials obtained from CWH Research/CWH Management Solutions (hereinafter called "CWH"), as well as the interest of persons who take such tests. We require this to ensure that no person gains special advantage by having improper access to the material. CWH requires as a condition for making its test materials available that all users fulfill the terms of this agreement.

II. Terms and Conditions

The individual who is in charge of test material review accepts, on behalf of the agency, the responsibility of complying with the following terms and conditions.

1. Test materials and technical reports obtained from CWH will be used only for the official purposes of the named agency in reviewing test for possible administration. Under no circumstances will the CWH test materials be made available for purposes of studying, copying, photographing, or other form of reproduction, or for publication. All CWH testing 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.
2. No official, staff member, consultant, or other agent of the named agency will loan, give, sell, or otherwise make available any CWH testing materials to any other agency or unauthorized person.
3. All test booklets and all technical reports will be returned to CWH within 30 days by secured carrier such as FedEx. Any damaged materials will also be returned and a fee may be assessed for these materials.
4. If any CWH test material should become involved in legal or regulatory compliance proceedings, the agency will inform the legal authority of the terms of this agreement and will seek a court protective order to safeguard the confidentiality of the test. CWH must also be notified immediately.
5. Should the test reviewer intend to take the test, or should it be known to them that any of their friends or relatives intend to take the test, the test reviewer will immediately discontinue his/her review and notify CWH of this fact in writing and another reviewer will be required to sign the confidentiality agreement.
6. The agency shall not disclose to third parties, (such as outside consultants or applicants) any aspect of the tests or any research results.
7. The agency shall ensure that all members of a review committee have signed a copy of a Security Agreement developed or approved by CWH.

III. Authorization of Alternates

It is agreed that the individual who signs this agreement will be authorized to order CWH Research test material and will be the one to whom such material is sent. An agency has the option of designating alternates to the principal signer of this agreement. The alternates should be those staff employees who are also entrusted to review tests and technical reports. Alternates share full responsibility with the principal signer for carrying out the terms and conditions of this Test Security Agreement. A new agreement must be signed each time test material is ordered from CWH.

IV. Termination of Agreement

CWH Research 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.

Parties to the Agreement

The parties to this Test Security Agreement are CWH Research, Inc. and the public agency named below.

Principal Signer

On behalf of this agency, I accept this agreement and assure compliance with its terms and conditions (please print or type):

City of Glendale

Agency Name:

Glendale Fire Dept.

Address:

5800 W. Glenn Dr Glendale AZ 85301

City:

State/Province:

Country:

Zip Code:

Telephone number to contact regarding test orders: (623) 930 4462

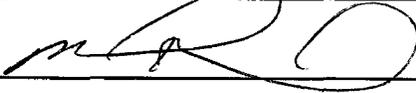
Sample

Melissa Carrao

Name of Principal Signer:

MARK BURDICK

Signature:



Date:

10/28/13

Title:

FIRE CHIEF

Alternate Signers (Optional)

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

Name of First Alternate:

Signature:

Date:

Title:

Name of Second Alternate:

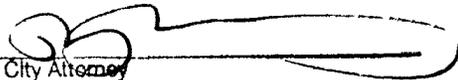
Signature:

Date:

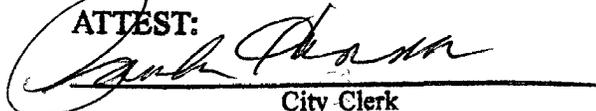
Title:

Keep this copy for your files.

Approved as to form


City Attorney

ATTEST:


City Clerk