



WIDA® Non-Disclosure and User Agreement

IMPORTANT INSTRUCTIONS: This document is for local school/district recordkeeping. Each school/district shall maintain a signed copy for every individual involved in administering the Alternate ACCESS for ELLs assessment. You will need to print and sign the paper version of this document. Please, do not return copies to DRC and/or WIDA. This document needs to be signed once per year.

NON-DISCLOSURE and USER AGREEMENT (NDUA) for Alternate ACCESS for ELLs

As a user of the WIDA Alternate ACCESS for ELLs test materials, you must agree to the conditions of this WIDA Non-Disclosure and User Agreement.

WIDA Alternate ACCESS for ELLs®. The Board of Regents of the University of Wisconsin System (the “Regents”), on behalf of the WIDA Consortium (“WIDA”) is the copyright owner of the secure, unpublished Alternate ACCESS for ELLs test (the “Test”), as defined in 37 C.F.R. § 202.20(b)(4). WIDA treats the Test as constituting valuable and proprietary trade secrets. WIDA maintains the Test as confidential and secure, and only provides access to the Test to individuals who are legally bound to maintain the confidentiality and security of the Test. Publically posting, displaying or distributing in any medium WIDA test materials, in part or in whole, is strictly prohibited and may lead to legal sanctions.

In consideration for my participation in the online Alternate ACCESS for ELLs® Test Administrator Training Course (the “WIDA Training Course”), for my role as an Alternate ACCESS for ELLs test coordinator or test administrator for the school district of:

_____ (print district) in Washington,

I, _____ (print name) agree as follows:

1. The Test is confidential, proprietary information and material of the Regents.
2. The WIDA Training Course contains confidential and proprietary information from the Test.
3. I shall not disclose or reproduce any Test information or Test forms I receive, including Test items, except for the sole purpose of carrying out my role as a test coordinator or test administrator.
4. The Test must be kept secure and confidential since disclosure of the Test to third parties could adversely affect the validity of the Test items, Test results, and/or the commercial value of the Test. I shall keep all Test materials secure and confidential at all times in accordance with any instructions that I receive from the WIDA Training Course, the WIDA Test Administration Manuals, or WIDA Test Administration Instructions provided by my Alternate ACCESS for ELLs district facilitator.
5. I shall follow all test security requirements prescribed by WIDA and my employer and shall immediately report any incidents concerning the security and/or misuse of the test that I witness or otherwise experience, whether verified or not.



WIDA Secure Materials. The materials provided to WIDA Alternate ACCESS for ELLs users are for the purpose of understanding and implementing this WIDA Assessment. The Regents own the copyrights to these materials. **NO CONTENT FROM THE ASSESSMENT SHOULD BE COPIED AND STORED ON EXTERNAL SERVERS.**

Signature

Date

Alternate ACCESS for ELLs® District Facilitator (sign)

Date

Please sign and return this agreement to your Alternate ACCESS for ELLs® district facilitator. **Do not return this document or signed copies of this document to DRC.** Direct any questions regarding its terms to the WIDA Client Services Center (help@wida.us).