



Pearson

## QUOTE / PROFORMA

### Customer Bill-to:

UKIAH USD  
511 S ORCHARD AVE  
UKIAH CA, 95482-5022

### Attention:

### Customer Ship-to:

UKIAH USD  
511 S ORCHARD AVE  
UKIAH CA, 95482-5022

### Attention:

### NCS Pearson, Inc.

P.O Box 599700,  
San Antonio, TX 78259  
Tel: 800-627-7271  
Tax ID No:  
41-0850527

### Quote/Proforma Number :

138905

### Date :

26-OCT-2021

### Customer Account# :

3804882

### Sales Order Number :

138905

### Customer PO# :

Currency : USD

Shipment Terms : Paid

### Customer Tax Number :

Number of Pages : Page 1 of 2

Prices will be honored for 30 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) :		1306		REMITTANCE INFORMATION	
Other Charges :		USD		Bank Wire to:	
Net Amount :		USD		Bank of America N A	
Tax Total :		USD		071000039	
Quote/Proforma Total :		USD		A/C No: 8188105388	
Amount Due :		USD		SWIFT : 071000039	



Pearson

Quote/Proforma Number: 138905

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Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
0150018304	NNAT3 ONLINE LICENSE - PLATFORM	1300	10.80	NET	0.00	\$14,040.00
0158602048	NNAT3 DFA DIRECTIONS ALL LEVELS	3	23.60	NET	0.00	\$70.80
0158602129	NNAT3 MNL LEVELS A, B, C, D	3	38.00	NET	0.00	\$114.00

\*\*\* IMPORTANT CUSTOMER MESSAGES \*\*\*

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD \$14,224.80	USD \$0.00	USD \$0.00	USD \$14,224.80

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale--use.html>

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# Legal Policies

Effective: June 15, 2021

## Important note:

These Legal Policies apply to the assessment products and services listed on this website (Site) for Pearson's Clinical Assessment and Talent Assessment (TalentLens) ("Pearson") products.

These Legal Policies are subject to change from time to time by updated postings, and changes will be effective upon posting of an update.

- [General policy for reproduction and dissemination of Pearson's test materials](#)
- [Trade secrets](#)
- [Copyright/fair use](#)
- [FERPA \(Family Education Rights and Privacy Act\)](#)
- [HIPAA \(Health Insurance Portability and Accountability Act\) compliance](#)
- [HIPAA disclosure of test record forms](#)
- [Second opinions](#)
- [Ethical issues](#)
- [Electronic storage of assessments](#)
- [Posting reproductions or an administration of a test on-line](#)
- [Variant testing conditions](#)
  - [Audio/videotaping of test administrations](#)
  - [Telepractice test delivery administrations](#)
- [Litigation](#)

## General policy for reproduction and dissemination of Pearson's test materials

Pearson asserts that strong measures are necessary to protect the validity of its valuable testing instruments. Pearson believes that any reproduction of its tests without the prior written permission from Pearson may constitute copyright infringement and is a violation of the Terms and Conditions of Sale and Use of Pearson Products. Furthermore, disclosure of the assessments may threaten the ongoing security, reliability, and/or validity of the test and the test's results, and therefore, the value and usefulness of the test.

Guidance on how Pearson products and copyrighted materials may be used are set forth in these Legal Policies and in the Appropriate Use of Pearson Clinical Assessment Content found [here](#).

## Trade secrets

Outside of the protection granted by United States copyright law, Pearson considers its secured tests to be trade secrets. The test questions and answers, manuals and other materials constitute highly confidential, proprietary testing information that Pearson takes every precaution to protect from disclosure beyond what is absolutely necessary for the purpose of administering a test. Even in the development stage, the assessment materials are treated confidentially by Pearson employees, agents and consultants.

Pearson continues to guard the secrecy of its test materials once they become finished products. They are sold only to qualified individuals who are bound by the ethical standards of their profession to protect the integrity of the materials by maintaining the confidentiality of the test materials. Pearson has Qualification Policies that are strictly enforced and each purchaser of a Qualification Level B or C product is required to fill out a User Acceptance Form that verifies their qualifications. The User Acceptance Form contains a statement signed by the qualified purchaser indicating that the purchaser is so qualified, that the purchaser will abide by the Terms and Conditions of Sale and Use and that all ethical rules will be observed by the purchaser. Therefore, Pearson strongly opposes the release of any test materials to non-qualified individuals.

## Copyright/fair use

It is the position of Pearson that any reproduction of its test or other published materials, whether reproduced on paper or electronically (this includes use intake forms, research, video or audio taping administrations, photos, or any image capturing system), constitutes an infringement of the copyright and other proprietary rights in the tests or other published materials. For your reference, the copyright law pertaining to our test materials can be found in Section 107 (Fair Use) of Public Law 94-553, Title 17 - Copyrights. With respect to the matter of copyright protection for Pearson's test materials, House Report 94-1476, (p. 69) states: "(B) There shall be no copying of or from works intended to be 'consumable' in the course of study or of teaching. *These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.*"

In Pearson's view, reproduction of its test materials without prior written consent DOES NOT fall within the "fair use" exception of the copyright law. Section 107 of the copyright law states four factors as being among those that should be considered in determining whether unauthorized copying of copyrighted material is a "fair use." These factors are:

- The nature of the use (e.g. commercial vs non-profit educational use);
- The nature of the copyrighted work (e.g. special consideration such as security issues);
- The amount of the copyrighted work which is used; and
- The effect of the use in a potential market for the copyrighted work.

Although reproductions of test materials might, in very limited cases, fall on the "fair use" side of point 1), most reproductions almost certainly fall on the "non-fair use" side of the other three factors, particularly points 2) and 4). Therefore, please contact Pearson's Clinical Assessment group at [pas.licensing@pearson.com](mailto:pas.licensing@pearson.com) for any permission request to make reproductions of any of the Pearson tests or other Pearson materials.

## FERPA (Family Education Rights and Privacy Act)

In a school setting, some Pearson customers receive requests to release copies of test questions or protocols. It is our position that release of our tests or test protocols in any form is not required under federal law (except in very limited situations and in limited jurisdictions). If you are in California, please consult with an attorney regarding your responsibilities. The applicable U.S. statute is the Family Education Rights and Privacy Act

(FERPA), and it establishes the right of parents "to inspect and review the education records of their children" (20 U.S.C §1232G(a)(1)(A)). FERPA requires schools to establish procedures that will enable parents to review their children's records within a reasonable time after a request is made. The regulations implementing this section define "the right to inspect and review education records" as including:

"(1) the right to a response from the [school] to reasonable requests for explanations and interpretations of the records; and

(2) the right to obtain copies of the records from the [school] where failure of the [school] to provide the copies would effectively prevent a parent or eligible student from exercising the right to inspect and review the education records" (34 C.F.R. § 99.11(b)).

The import of this section is that only where failure to provide copies would deny the exercise of this right will schools be obliged to provide copies. In all other cases, inspection alone would presumably suffice. If a parent requests an inspection of a child's record, once the school agrees to review the content of the child's test record with the parent, it is most unlikely that a court would find that exercise of the right to review educational records has been denied.

Pearson's Clinical Assessment group encourages professionals who conduct testing to review student's test results with their parents or guardians. If the testing professional deems it appropriate, this review could include showing the parent or guardian the test materials and their child's responses in order to permit a more useful discussion of test results. Test scores may be summarized in writing. However, our Terms and Conditions of Sale and Use of Pearson Products do not permit the making and giving of copies of test materials to students or their parents or guardians.

Pearson's tests are sensitive copyrighted instruments and widely used throughout the world. In order to protect their validity and reliability for further use with the test taker and other students, Pearson does not waive its copyright and trade secret protection to permit copying of test protocols for the student's parent or guardian. Impairment of their security could threaten the validity and reliability of the tests and, therefore, their value as a measurement tool.

## HIPAA (Health Insurance Portability and Accountability Act) compliance

Pearson offers several platforms (together, the System) that collect Personal Health Information (PHI) as it is defined under the Health Insurance Portability and Accountability Act (HIPAA). Pursuant to HIPAA, Pearson may act as a Business Associate for those Covered Entities. PHI data on the System is protected using physical, security, and administrative safeguards including encryption during use, in transit and at rest. The PHI data is stored on secure servers located in a secured data center in a database that is encrypted with industry standard high-security encryption. When the data is transmitted, the data is encrypted using industry-standard Secure Socket Layer (SSL)-technology. The System uses a secured database that separates and segregates a customer's records so that they cannot be seen by other customers. This separation and segregation is confirmed through testing and external auditing.

If you are a Covered Entity and require a Business Associates Agreement, the platform you are accessing should have a Business Associates Agreement accessible within the System and available for your use. Please note that the rules regarding disclosure of Test Record Forms are still applicable to the assessments accessed through these platforms.

## HIPAA disclosure of test record forms

Many of our customers have inquired regarding Pearson's position on whether test record forms must be disclosed to patients in order to comply with the Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA). The HIPAA Privacy Rule provides that individuals have a qualified right of access to individually identifiable health information maintained by health care providers covered by HIPAA. However, Pearson's test materials are protected by copyright and trade secret law, and the widespread dissemination of test record forms (which may disclose test questions and answers) would violate restrictions on the use of Pearson's test materials and would cause great harm to Pearson, the test materials, the clinical community, and to the public at large.

The US Department of Health and Human Services (HHS), which is responsible for HIPAA, provided clarification related to this matter as stated below:

"Any requirement for disclosure of protected health information pursuant to the Privacy Rule is subject to Section 1172(e) of HIPAA, 'protection of trade secrets'. As such, we confirm that it would not be a violation of the Privacy Rule for a covered entity to refrain from providing access to an individual's protected health information, to the extent that doing so would result in a disclosure of trade secrets."

Accordingly, we will continue to advise our customers that Pearson's test materials are trade secrets and their usefulness and value would be compromised if they were generally made available to the public. We have stated this position in correspondence, court cases, news articles and on our website for many years. This position is also consistent with our longstanding practice of ensuring, through our terms and conditions of use, that all purchasers have the appropriate qualifications to administer and interpret the test materials being purchased and that such purchasers agree to maintain the confidentiality of the test materials.

Given the above-quoted support from HHS, Pearson reiterates that customers may not disseminate copies of test record forms or protocols to persons who erroneously claim that they are entitled to copies under HIPAA. As the HHS has now confirmed, HIPAA does not require any person to disclose any trade secret materials, and all restrictions on the dissemination of test record forms and protocols remain in effect.

## Second opinions

Pearson recognizes that, in some cases, a parent or guardian may wish to consult a second professional regarding a minor's test scores. In these situations, we have no objection to a reproduction of the completed test protocol being provided to another qualified professional for the purpose of review; however, the materials should pass directly from professional to professional and not through the hands of a parent, guardian or their attorney.

## Ethical issues

The original dissemination of Pearson's test materials are carefully restricted to individuals with a professional background in psychology, and only individuals with appropriate training in psychological assessment should interpret the tests. Under the *Standards for Educational and Psychological Testing*, published by the American Educational Research Association (AERA), American Psychological Association, and the National Council on Measurement in Education (NCME), psychologists have an ethical duty to protect the integrity of secure tests by maintaining the confidentiality of the test materials and scores by releasing such test materials and scores only to professionals who have the same ethical duty.

The confidentiality of test questions, responses, and scores are paramount to maintaining the integrity, reliability, and validity of the tests. Unlike many other types of tests, our Qualification B and C level tests do not consist of a large collection of test items that are rotated. Rather, these tests have one expensive and highly researched version and should remain intact for 10 to 15 years. Millions of dollars have been spent on the research and "norming" (compiling of statistical data regarding results) of the tests. Any leakage of test items will severely compromise the value and usefulness of the tests.

## Electronic storage of assessments

The question of electronic storage is a complicated one. The assessment materials being considered for electronic storage are copyright protected (and in some cases trade secret protected). Copying is not permitted without permission from the publisher. However, we understand that electronic storage is often replacing physical storage for record-keeping purposes. Recognizing that reality, please note that our concern is not so much the storage format, as access and disclosure to our assessments that is a problem.

First, please note that Section 8 of our Terms and Conditions of Sale and Use require purchasers of our assessment instruments to protect the security of the instruments they purchase.

Second, we have also developed the following guidelines to assist you with maintaining the security of the assessment instrument and to address the need to store the information electronically. When Pearson grants permission to make electronic file copies of the tests it publishes, we require those who would do electronic storage to comply with the following guidelines. If you are unable to comply with these guidelines, we cannot grant permission to make copies of our assessment materials.

Permission to make electronic file copies of the tests is predicated on the following conditions:

1. Ensure that the test items not be included whenever possible;
2. That the tests are kept separate from other file material so that they are not inadvertently disclosed in response to a general HIPAA request. Of course, there are situations that require disclosure of test material, but these are rare and are addressed with legal protective orders; and
3. That the file containing the tests be password protected and secure from unqualified (per the Pearson qualification policy) users.

When permission to scan has been received and the three safeguards above are in place, electronic storage can work fine for psychological tests. The responsibility for test security remains with the qualified purchaser.

## Posting reproductions or an administration of a test on-line

Agreement to Pearson's Terms and Conditions of Sale and Use of Pearson Products are part of the purchase process for any of its assessments. For a variety of reasons, it is critical that all our customers (including students, as part of their graduate program) adhere to ethical and professional policies for the appropriate protection of secure assessment content. In contrast to the past where videotapes of assessments were relegated to the media lab at the graduate program, technology now makes it very easy for anyone to record themselves administering an assessment and post that recording to a mass media site. While recording an assessment administration remains an important part of the teaching and supervision process, students should be reminded that:

- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (e.g., filming an administration) in any manner, electronically or otherwise, including posting on any mass media site, such as YouTube or any other similar site, without the prior written permission of Pearson.

This means that posting a video on a mass media site, such as YouTube or any other site, of an administration of a secure, copyrighted assessment should never occur without the prior written consent of Pearson. When a video of this nature becomes public on any forum, it is considered an unauthorized reproduction or performance of the copyrighted material (whether the materials are viewable or not). In addition to the legal concern, all clinicians should be aware that the availability of secure test content to unqualified users is damaging to the test's reliability and validity.

## Variant testing conditions

### Audio/video recording of test administration

It is Pearson's opinion that audio or video recording or other non-standard conditions may invalidate the use of norm-referenced scores. As you may know, norms for standardized tests are developed under strict conditions. If such conditions are not met, the scaled scores obtained by application of the test norms may not be statistically defensible. Although it is the position of Pearson that the validity of any scaled score that results from a non-standard administration should be interpreted with caution, it is the responsibility of the individual psychologist administering the test to determine if the results of the assessment are an accurate reflection of the examinee's abilities. In rare high stakes legal evaluations with a valid court order mandating the audio or video recording of an evaluation for review only by other qualified examiners, the examiner and reviewers have the responsibility to determine if this variant testing condition has or had a material impact on the examinees test performance considering issues such as distractions, rapport, and effort. We request that any such recordings should be made the subject of a protective order to ensure the security of the test items and content. Please refer to the section herein titled Litigation which describes what should be included in a protective order. Additionally, recordings should not be allowed in any setting where the security of the recording cannot be adequately protected. Additionally, an audio or video recording of an administration where any test materials are recorded is a reproduction under federal copyright law. If done without our written permission, such acts may be an infringement of the assessment's copyright.

More information on the Appropriate Use of Pearson Clinical Assessment Content in the Recording of test administrations and specific case permissions may be found [here](#).

### Telepractice test delivery administration

Telepractice is the use of telecommunications technology for the delivery of professional services at a distance. There is initial, but not conclusive evidence supporting test validity when administering the test via a telepractice method for a selective group of assessments and/or assessment tasks. Norms for standardized tests are developed under strict testing conditions. If such conditions are not met, the scaled scores obtained by application of the test norms may not result in statistically accurate scores. Although it is the position of Pearson that the validity of any scaled score obtained as a result from a non-standard administration should be interpreted with caution, it is the responsibility of the individual administering the test to ensure that the results of the assessment are an accurate reflection of the examinee's abilities. Please refer to the specific product pages for further information related to telepractice test administration for those products. Delivering our assessments via a teleconference or other similar method is a reproduction of our assessments under federal copyright law that requires the written permission from the copyright owner. If done without our written permission, such acts may be an infringement of the assessment's copyright.



Pearson currently permits the use Pearson products and copyrighted materials under the following conditions:

- Qualified professionals are hereby granted a limited and revocable permission to utilize appropriate non-public facing teleconferencing software and tools to assist in the remote administration of Pearson assessment content, consistent with this policy. Before test administration, the qualified professional must obtain documented agreement from the examinee that the session will not be recorded, reproduced or published, and that copies of the materials will not be made. Further, the qualified professional may not utilize recording capabilities to record live test administrations.
- This permission is intended to include the use of non-public facing screen-mirroring and screen share methods to remotely share test item content with examinees on a computer screen and capture responses either verbally or through other means.
- This permission is not intended to allow for use of photocopying, scanning, or duplication of test protocols, including any screen capture or session recording technology, but is merely intended to support practical live delivery of tele-health services.
- This permission is also not intended to allow for any modification to the original test content as it currently appears. Any use of original test content must include copyright notices as contained in the materials and show the copyright notice when displayed. Further requests to modify, translate, digitize, or alter test content should continue to follow Pearson's standard procedure for Licensing and Permissions requests located [here](#).

More information on the Appropriate Use of Pearson Clinical Assessment Content in the Telepractice setting may be found [here](#).

## Litigation

Pearson understands that from time to time you may receive demands from third parties to reproduce, produce or disclose copyright-protected and/or trade secret protected psychological test materials in connection with litigation. If such demands were to be fully complied with, the material disclosed might include test booklets, answer sheets, record forms, manuals, user's guides, scoring software, computer-generated output reports, or other published and unpublished material protected by Pearson under intellectual property law.

Pearson does not wish to impede the progress of legal proceedings; however, we are equally unwilling to jeopardize the security and integrity of our test instruments by consenting to the release of copyrighted and confidential material to those not professionally qualified to obtain them. Should litigation in which a psychologist is involved reach the stage where a court considers ordering the release of proprietary test materials to non-professionals such as counsel, we request that the court issue a protective order prohibiting parties from making copies of the materials; requiring that the materials be returned to the professional at the conclusion of the proceeding; and requiring that the materials not be publicly available as part of the record of the case, whether this is done by sealing part of the record or by not including the materials in the record at all.

In addition, testimony regarding the items, particularly that which makes clear the content of the items, should be sealed and again not be included in the record. Pleadings and other documents filed by the parties should not, unless absolutely necessary, make specific reference to the content of or responses to any item, and any portion of any document that does should be sealed. Finally, we ask that the judge's opinion, including both findings of fact and conclusions of law, not include descriptions or quotations of the items or responses. We think this is the minimum requirement to protect our copyright and other proprietary rights to the test, as well as the security and integrity of the test.

To the extent that you have not already done so, you may wish to consult with your local psychological association as well as the American Psychological Association on this particular issue. The Committee on Legal Issues for the American Psychological Association and/or the Office of General Counsel for the American Psychological Association in Washington, D.C., in particular, may have some additional thoughts on how to deal with this matter.

We very much appreciate your sensitivity to the issues surrounding appropriate use of and access to psychological testing materials. If you have other questions, please contact Pearson's Customer Support via our [online form](#).

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# Terms and conditions of sale and use of Pearson products

## 1. Acceptance Of Ts & Cs<sup>a</sup>

Sales of Pearson Products<sup>b</sup> and Other Publisher's Products<sup>c</sup> (together referred to as "Products") by Pearson's Clinical Assessment group<sup>d</sup> and the purchase and use of Products by Customer<sup>e</sup> are conditioned upon acceptance of these Ts & Cs. Customer agrees to these Ts & Cs by submission of a User Acceptance Form, order(s) for tests or scoring services, or by paying part or all of a Pearson Invoice. These Ts & Cs constitute the entire agreement between Pearson and Customer and supersede any purchase order terms associated with a Purchase Order (PO) number on any order. If any provision of the Ts & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. These Ts & Cs may not be waived or modified except by prior written agreement signed by a Pearson Vice President. Minnesota law will govern these Ts & Cs. Issues involving copyright and patent will be resolved under US Federal Law. Provisions Not Applicable In New Jersey: Pursuant to the New Jersey Truth in Consumer Contract Warranty and Notice Act (TCCWNA), Sections 2, 5, 6, and 9 of these Terms of use do not apply to those persons covered by that law.

## 2. Warranty

Pearson warrants that the Pearson Products published directly or under license by Pearson in their standard form will not infringe any valid, third-party, U. S. patents or copyrights existing at the time of publication. This warranty does not extend to any Other Publisher's Product or to any infringement arising from the use of the Pearson Products in combination with any systems, software, or equipment supplied by a third party. If Customer promptly notifies Pearson of an infringement claim concerning a Pearson Product and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold Customer harmless from/against such infringement claim related solely to that Pearson Product. Pearson may, in its sole discretion, furnish Customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Pearson Product. Except as stated herein, Pearson makes no other warranties, express or implied, with respect to the products. All other warranties, including implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

## 3. Geographical embargoes and restrictions

Please note that Pearson may restrict the sale of certain test materials within specific geographic regions because of various contractual arrangements or governmental restrictions. If the Product(s) have been rightfully obtained within the United States, Customer warrants and represents that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

## 4. Risk of loss and returns

Shipping within the USA is FOB Destination with freight from Pearson's warehouse charged to Customer. Returns are to be made in accordance with the [Returns Policy](#).

## 5. Limitation of liability and limitation on claims

In no event will Pearson be liable for any indirect, incidental, consequential, exemplary, or special damages arising out of these Ts & Cs, purchase, or use of Pearson products or services. Notwithstanding any other provision or agreement between customer and Pearson, Pearson's total liability to any party, arising out of these Ts & Cs, purchase, or use of products, except as it relates to Pearson's willful misconduct, will not exceed the amount paid by customer for the products or services.

## 6. Copyright and trade secrets

Pearson Products are protected by various intellectual property laws, including trade secrets, copyright, and trademark. Unless otherwise described herein or in the [Pearson Legal Policies](#), printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are exempt from disclosure in response to requests made pursuant to HIPAA or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of Pearson trade secrets or confidential information may cause Pearson irreparable harm for which remedies other than injunctive relief may be inadequate. If Customer is required to disclose secure test materials pursuant to a subpoena or court order, please refer to Pearson's Legal Policies at [pearsonclinical.com/legal.html](http://pearsonclinical.com/legal.html).

## 7. Test security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test
- Test materials (text, graphic images, or the oral reading of items) may not be displayed, reproduced, or performed (for example, filming an administration) in any manner, electronically or otherwise, including posting on any mass media or social media site, without the prior written permission of Pearson
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use
- Test materials and scores may be released only to persons qualified to interpret and use them properly
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college, or institution that administered the test
- Test materials must not be resold, re-licensed, transferred, or otherwise redistributed for any purpose without prior written permission from Pearson

## 8. Indemnification

To the extent permitted by law, Customer agrees to hold harmless, indemnify, and defend Pearson from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Pearson directly or indirectly by reason of any act or omission that the Customer commits in breach of these Ts & Cs and the obligations and warranties contained therein.

## 9. Requests for permission to license Pearson intellectual property

Requests to reproduce, translate, modify, or adapt any Pearson Product must be submitted in writing and directed to: Intellectual Property Licensing by e-mail at [pas.licensing@pearson.com](mailto:pas.licensing@pearson.com).

## 10. Payment

Pearson will invoice institutional Customers if orders are received on official purchase orders with tax exempt certificate on file at Pearson (if applicable). All invoices are payable net 30 days. Payment must accompany other orders. Pearson accepts payment by check or money order; Credit cards (Visa, MasterCard, American Express, or Discover) are accepted for online or phone orders only. Credit cards are not accepted with email, fax, or mail orders in order to protect customer privacy. Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. Customer is responsible for any reasonable attorney or collection fees incurred by Pearson in collecting charges not paid when due. Payment must be made in US dollars. Customer is responsible for all taxes and tariffs related to intercountry shipments. Pearson will collect and report state and local taxes applicable to the Customer's shipping address.

## 11. Orders on hold

Please note that Pearson may place your order on hold for issues relating to credit, insufficient customer information for processing the order, lack of or incomplete qualifications or other issues that would restrict the sale of an assessment. Our team is dedicated to clearing these issues as fast as possible so that you can receive your order.

## 12. Modifications of terms and conditions

Pearson reserves the right to amend pricing and these Ts & Cs at any time without prior written notice. Pearson, without any penalty or liability, reserves the right to (a) publish or replace current products with new, revised, or updated products at any time; and (b) place any product "out of print" or discontinue offering the product for purchase. The most current Ts & Cs will be posted at Pearson's Website.<sup>f</sup>

## 13. Qualifications

Customer agrees that it is Customer's responsibility to use any Products in accordance with Pearson's Qualification Policies and applicable professional guidelines. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment process, are not to be used for self-guidance, and are not designed to be used alone or to replace Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with Customer's or any third party's use or misuse of the Products. Customer agrees to guard against the improper use of the Products in order to retain the right to purchase those Products.

To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from Pearson. Reselling on any online site or by any other method is strictly prohibited and will disqualify Customer from future purchases of Pearson Products or services. Customer's purchase of Pearson Products does not grant Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-Pearson scoring system or software. However, if Customer licenses and uses Pearson software, Customer may excerpt portions of output reports, limited to the minimum text necessary to accurately describe the qualified User's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without prior permission in writing from Pearson (see Section 10). Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer.

## 14. Organizational accounts

Pearson's website and business systems include both individual and organizational level accounts. Users may purchase on behalf of themselves as an individual or be connected to one or several organizations. Being linked to an organization account and making purchases on the organization's behalf requires that a user either work for or at the behest of that organization and has prior authorization from the organization. If a user finds that they were added to an incorrect account they must contact customer support to request being removed from that account.

By being part of an organizational account, qualified users agree to allow others within that organization to purchase on their behalf. Purchases made within an organizational account may be viewed by organizational administrators. Administrators may also view any users (including their name, email address, and qualification level) that are connected to their organization's account.

If a user does not agree to these terms they must request to be removed from an organizational account by contacting Customer Support.

## 15. Definitions and notes

<sup>a</sup> "Ts & Cs" means Pearson Terms and Conditions of Sale and Use and the Qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling 800-627-7271. These terms may be viewed in 12 point type at our Website.

<sup>b</sup> "Pearson Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.

<sup>c</sup> "Other Publisher's Products" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports, and services not published by Pearson.

<sup>d</sup> "Pearson" means the Clinical Assessment business unit of NCS Pearson, Inc.

<sup>e</sup> "Customer" means the purchaser and qualified User of a Product

<sup>f</sup> "Website" means [PearsonAssessments.com](http://PearsonAssessments.com), [PearsonClinical.com](http://PearsonClinical.com), and/or [PearsonAssess.com](http://PearsonAssess.com)

8 "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

## 16. Product License Agreements and Terms

In addition to the Ts and Cs herein, the following Product specific license Terms and Conditions are incorporated into this agreement and apply only to the purchase and use of those specific Products:

- [Q-Interactive](#)
- [Q-Global \(PDF | 85.82 KB\)](#)
- [Digital Assessment Library \(PDF | 43.05 KB\)](#)
- [aimswebPlus \(PDF\)](#)

\*\*Terms and conditions also includes these additional [Legal Policies](#), [Terms of Use](#), [Cookies](#), [Privacy Statement](#), [Patent Notice](#), and [Accessibility policies](#).

Last updated: July 21, 2021

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# Terms of Use

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It is important to us that the Services provide you with a helpful and reliable experience. To protect our rights and yours, we have prepared the Terms of Use that apply to all users of the Services. If you have any questions concerning the Terms of Use, please contact us at [Pearson Support](#).

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## Privacy

Pearson is concerned about the safety and privacy of all users of the Services. Please read our [Privacy Notice](#), which is an important part of the Terms of Use.



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DMCA Designated Agent Pearson Education, Inc.  
221 River Street  
Hoboken, NJ 07030  
Facsimile: (201) 785-2721  
email: [pearsondmca.agent@pearson.com](mailto:pearsondmca.agent@pearson.com)

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# Cookies policy

*We've updated our Cookies policy. Changes include a new section about Do Not Sell My Personal Information and the California Consumer Privacy Act and updates to the List of Cookies.*

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Like many other websites, this site uses cookies to store user preferences, make the website more user-friendly, collect information about site usage and performance, and facilitate targeted messaging and marketing.

## Do Not Sell My Personal Information and the California Consumer Privacy Act

The California Consumer Privacy Act (CCPA), effective January 1, 2020, gives California residents the right to opt out of the sale of their Personal Information by a business subject to the law. This law defines "personal information" and "sale" very broadly to include data sharing that does not involve monetary payments and may not include names or email addresses. It is unclear whether third party targeted advertising cookies involve the sale of Personal Information under California law.

Except to the extent that third party targeted advertising cookies constitute a "sale" of personal information under applicable law, we do not sell any Personal Information collected through this site.

## Disabling or blocking cookies

Cookies may be blocked or disabled through internet browser settings on each computer and browser used by a user. In addition, a user can use opt-out tools for ad networks and firms who participate in the Network Advertising Initiative at <http://optout.networkadvertising.org/> or the Digital Advertising Alliance at <http://optout.aboutads.info/>

The following provides information about viewing and changing browser settings to disable or block cookies:

#### *Google Chrome*

Click on the spanner icon (top menu in browser) and select 'Settings'

Click the 'Under the Bonnet' tab on the left, then select the 'Content settings' button

Under the cookies section, choose the option that best suits your needs.

#### *Microsoft Internet Explorer*

Click on 'Tools' (top menu in browser) and select 'Internet options'

Click on the 'Privacy' tab

Move the privacy slider to the level of privacy you require. Settings above Medium will disable cookies.

#### *Mozilla Firefox*

Click on 'Tools' (top menu in browser) and select 'Options'

Select the Privacy icon

In the history section choose 'Use custom settings for history' from the dropdown menu

Cookies can be enabled or disabled by clicking on the appropriate check boxes.

#### *Safari*

Click on the Cog icon (top menu in browser) and select 'Preferences'

Click on Privacy tab and choose the option that best suits your needs.

#### *Opera*

Click on the 'Tools' at the top of your browser window and select 'Preferences'

Select the 'Advanced' tab and choose Cookies from the list on the left

Choose the option that best suits your needs.

#### *Safari on OSX*

Click on 'Safari' at the top of your browser window and select 'Preferences'

Click on the 'Privacy' tab

Adjust the level of cookie acceptance here.

#### *Firefox*

Click on 'Firefox' at the top of your browser window and select 'Preferences'

Select the Privacy icon

In the history section choose 'Use custom settings for history' from the dropdown menu

Cookies can be enabled or disabled by clicking on the appropriate check boxes.

## List of cookies

Cookies generally fall into four categories: (1) strictly necessary cookies; (2) performance cookies; (3) functionality cookies; and (4) behaviorally targeted advertising/marketing cookies.

The cookies used in connection with this site, pearson.com/us, includes cookies in each of these categories and may include (but not be limited to) those listed below.

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- **AWSALB, AWSELB** – Cookie set by AWS to create “sticky sessions
- **YSESSIONID** – Hybris Session ID
- **acceleratorSecureGUID** – Hybris secure guid cookie evaluates if a user has a valid session
- **cookie-notification** – Set when user closes the cookie notification popup
- **Geo Targeting:** Used to help identify the user’s country or state, so that we can display information relevant to that territory or jurisdiction.
  - **geotargetsite** – Tracks user location based on IP via Akamai
  - **geotargetchosenlocale** – Tracks when user makes a choice to navigate to a store in a specific country
  - **system-msg** – Used for global messaging component in the header
- **Google Analytics:** Gather data on how users use and interact with the site. Used to analyze how well our sites are performing and optimize customer experience.
  - **\_utma** – Google Analytics cookie to track unique visitors
  - **\_utmb** – Google Analytics cookie to track visitor behavior and measure site performance
  - **\_utmc** – Google Analytics cookie to track visitor behavior and measure site performance
  - **\_utmt** – Google Analytics cookie to throttle request rate for the service
  - **\_utmv** – Google Analytics cookie used for user classification
  - **\_utmz** – Google Analytics cookie
  - **\_ga** – Google Analytics cookie to distinguish users
  - **\_gat\_UA-93818630** – Identifier for Google Analytics Account Number
  - **\_gid** – Google Analytics cookie to distinguish users
  - **\_rollupGa** – Google Analytics cookie to store a unique client identifier

## Performance Cookies

- **Optimize:** Multivariant testing tool. Used to optimize customer experience.
- **hotjar:** Records heatmaps of user interaction with site. Used to analyze how well the sites is performing and optimize customer experience.
- **LiveIntent:** Cross-device identification tool. Used for website analytics and to optimize user experience.

## Functionality Cookies

- **Maritz:** Used to deploy customer satisfaction surveys.

## Behaviorally targeted advertising cookies

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- **Twitter: Social Media marketing.** Used to track and measure marketing campaigns deployed on the Twitter platform.
- **Linked In: Social Media marketing.** Used to track and measure marketing campaigns deployed on the Linked In platform.
- **Google Ads: Search media marketing.** Used to track and measure marketing campaigns within Google search and related Google services.
- **Salesforce: Sales support tool.** Used to track and measure customer usage of support tools. Enabled only to collect information for Pearson's use.
- **Pearson Education: Sales support tool.** Used to track and measure customer ecommerce usage.

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We may revise this Cookies Policy through an updated posting. We will identify the effective date of the revision in the posting. Often updates may be made to provide greater clarity or to comply with changes in regulatory requirements. If the updates involve material changes, we will provide notice of the change through a conspicuous notice on this site or other appropriate way. Continued use of the site after the effective date of a posted revision evidences acceptance. Please contact us if you have any questions, concerns or any objection about any changes.

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# Privacy policy

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This privacy policy provides an overview of our commitment to privacy and describes how we collect, protect, use and share personal information collected through this site. Please note that other Pearson websites and online products and services have their own separate privacy policies.

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To conduct business and deliver products and services, Pearson collects and uses personal information in a variety of contexts, including:

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### Support

Our support sites provide resources to help users of our products and services. Users may also submit requests for assistance through the support portals on those sites. The privacy policy applicable to a support site is posted on that support site.

### Questions and Inquiries

For inquiries and questions, we collect the inquiry or question, together with name, contact details (email address, phone number and mailing address) and any other additional information voluntarily submitted to us through a Contact Us form or an email. We use this information to address the inquiry and respond to the question.

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Occasionally, we may sponsor a contest or drawing. Participation is optional. Pearson collects name, contact information and other information specified on the entry form for the contest or drawing to conduct the contest or drawing. Pearson may collect additional personal information from the winners of a contest or drawing in order to award the prize and for tax reporting purposes, as required by law.

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We collect personal information from individuals seeking employment. We use personal information submitted through our online employment application portals to evaluate applications for employment.

## Contractors and Authors

We collect personal information from individuals, who are our contractors and authors, for purposes of our contractual relationship and agreement. This information may include name, contact information, contractual details, banking information required to submit payment, and social security number or tax identification number and other information required to comply with applicable tax laws.

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### Application and System Logs

Pearson automatically collects log data to help ensure the delivery, availability and security of this site. Log data may include technical information about how a user or visitor connected to this site, such as browser type, type of computer/device, operating system, internet service provider and IP address. We use this information for support purposes and to monitor the health of the site, identify problems, improve service, detect unauthorized access and fraudulent activity, prevent and respond to security incidents and appropriately scale computing resources.

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Pearson may use third party web trend analytical services, including Google Analytics, to collect visitor information, such as IP addresses, browser types, referring pages, pages visited and time spent on a particular site. While these analytical services collect and report information on an anonymous basis, they may use cookies to gather web trend

This site uses cookies and similar technologies, as further explained in our [Cookies Policy](#). Browser controls and other tools may be used to control, block or delete cookies and these technologies. Disabling or blocking cookies and such technologies, however, may prevent or impair functionality and use of the site.

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## Security

Pearson uses appropriate physical, administrative and technical security measures to protect personal information from unauthorized access, use and disclosure.

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This site is not directed to children under the age of 13.

## Marketing

### Pre-Kindergarten – 12th Grade Students and Minors

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Except as otherwise provided in privacy policies related to specific contexts, such as a product or service privacy policy, Pearson may send or direct marketing communications to adults, provided that

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# Supplemental Privacy Statement for California Residents

California residents should read our [Supplemental Privacy Statement for California Residents](#) in conjunction with this Support Privacy Policy. The [Supplemental Privacy Statement for California Residents](#) explains Pearson's commitment to comply with California law and applies to personal information of California residents collected in connection with this site and the Services.

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Pearson may disclose personal information, as follows:

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- In response to a subpoena, court order or legal process, to the extent permitted or required by law
- To protect the security and safety of individuals, data, assets and systems, consistent with applicable law
- In connection the sale, joint venture or other transfer of some or all of its company or assets, subject to the provisions of this Privacy Policy
- To investigate or address actual or suspected fraud or other illegal activities
- To exercise its legal rights, including enforcement of the Terms of Use for this site or another contract
- To affiliated Pearson companies and other companies and organizations who perform work for Pearson and are obligated to protect the privacy of personal information consistent with this Privacy Policy
- To a school, organization, company or government agency, where Pearson collects or processes the personal information in a school setting or on behalf of such organization, company or government agency.

## Requests and Contact

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