



WIDA® Non-Disclosure and User Agreement

NON-DISCLOSURE and USER AGREEMENT (NDUA) for Access and Use of the WIDA Secure Portal

The WIDA Secure Portal (that part of the WIDA website that is password protected starting at URL <https://www.wida.us/client/index.aspx>) contains a combination of secure test materials, proprietary information, and copyright materials. As a user of the WIDA Secure Portal, you agree to abide by the following conditions.

WIDA 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of Wisconsin System (the “Regents”), on behalf of the WIDA Consortium (“WIDA”) is the copyright owner of the secure, unpublished ACCESS for ELLs test (the “Test”), as defined in 37 C.F.R. § 202.20(b)(4).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.

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

_____ (print district) in _____ (print state),

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, proprietary information and intellectual property from the Test.
3. I shall not disclose or reproduce any Test information or Test forms I receive, including Test items, except for the express 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 ACCESS for ELLs district facilitator.

WIDA Screener™. The following WIDA Screener paper-based test materials are made available to educators under a limited license: Test Administration Manual, Student Response Booklets, and Test Administrator Scripts are available for download from the WIDA website and may be printed and used for internal school district or school system use in accordance with state and district language screening policies only. The Test Administration Manual, Student Response Booklets, and Test Administrator Scripts are also available for purchase from the WIDA Store.

Test Booklets, Speaking Test audio files, and Listening Test audio files, which are only available for purchase from the WIDA Store, may not be copied or modified and may only be used/distributed for internal school district or school system use in accordance with state and district language screening policies. Publicly posting, displaying or distributing in any medium WIDA Screener paper-based test materials, in part or in whole, is strictly prohibited. Use of the WIDA Screener paper-based test materials may be subject to additional limitations as specified in the individual test components, on the WIDA Screener training website, or on the WIDA Store website.

Proprietary Information and Copyright Materials. The proprietary information and copyright material provided on the WIDA Secure Portal belongs to the Regents and is provided for WIDA Secure Portal users for the purpose of understanding and applying WIDA Standards, WIDA Assessments, and WIDA Professional Learning. URL web links to proprietary and copyright material may be shared on external websites, but **NO CONTENT SHOULD BE COPIED AND STORED ON EXTERNAL SERVERS.**

User Accounts and Passwords. As a registered user of the WIDA Secure Portal, you agree to keep your user account name and password confidential. All persons needing access to WIDA Secure Portal content require their own individual user account and password. I agree to these WIDA Secure Portal Nondisclosure and User Agreement terms and conditions. The WIDA Secure Portal NDA is an annual requirement for each Test cycle that begins on July 1 of one calendar year and ends on June 30 of the following calendar year.

Signature

Date

ACCESS for ELLs[®] District Facilitator (sign)

Date

Please sign and return this agreement to your ACCESS for ELLs[®] district facilitator. Direct any questions regarding its terms to the WIDA Client Services Center (help@wida.us).