



### 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 ACCESS for ELLs assessment. The paper version of this document should only be signed if not electronically signed in the training course on the WIDA website. 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 ACCESS for ELLs 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 copyrighted materials. As a user of the WIDA Secure Portal and/or WIDA test materials, you must agree to the conditions of this WIDA Non-Disclosure and User Agreement.

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of Wisconsin System (the “Regents”), on behalf of the WIDA Consortium (“WIDA”) is the copyright owner of the secure, unpublished ACCESS for ELLs test (the “Test”), as defined in 37 C.F.R. § 202.20(b)(4).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

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

WIDA Screener Test Booklets, Speaking Test audio files, and Listening Test audio files, which are only available for purchase from the WIDA Store (or through your state department of education in some states), may not be copied or modified and shall only be used/ distributed for internal school district or school system use in accordance with state and district language screening policies. Posting online, displaying or distributing in any medium the WIDA Screener materials, in part or in whole, is strictly prohibited. Use of the WIDA Screener 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.

**WIDA Secure Portal Materials.** The materials provided to WIDA Secure Portal users are for the purpose of understanding and implementing WIDA Standards, WIDA Assessments, and WIDA Professional Learning. The Regents own the copyrights to these materials. **NO CONTENT FROM THE WIDA SECURE PORTAL SHOULD BE COPIED AND STORED ON EXTERNAL SERVERS.**

**User Accounts and Passwords.** WIDA Secure Portal user accounts are assigned to individuals only and may not be shared with multiple users. As a registered user of the WIDA Secure Portal, you agree to keep your user account name and password confidential. 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.

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Signature Date

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ACCESS for ELLs® District Facilitator (sign) Date

Please sign and return this agreement to your 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).

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