

## Test Day Toolkit Agreement for Digital PSAT 8/9 Testing Staff

### Introduction

This Test Day Toolkit ("**Agreement**") applies to all testing staff administering the digital Preliminary SAT 8/9 ("**PSAT 8/9**"), including, without limitation, the coordinators, proctors, monitors, technical support staff, and other staff ("**Testing Staff**" or "**you**"), acting on behalf of the school.

**Test Day Toolkit.** As part of your role as Testing Staff, you will have access to the College Board web-based tool (application) for administering assessments ("**Test Day Toolkit**"). Test Day Toolkit is accessible via a laptop, mobile phone, tablet, and desktop computer and allows you to perform certain test day related functions online.

**Testing Staff Responsibilities.** You agree that:

- You will comply with the terms of this Agreement, which incorporates and supplements the Legal Terms for Educators and Institutions, and you also will comply with rules and responsibilities relating to the PSAT 8/9 administrations, all of which are incorporated and made part of this Agreement. These include, as applicable, testing staff manuals and resources found at [satsuite.org/educator-experience](https://satsuite.org/educator-experience).
- The information relating to the assessments and the questions contained in them are the property of College Board and are protected by copyright law. As such, you agree that you will not copy, reproduce, or remove any materials from or relating to the PSAT 8/9.
- You will not work in the same testing room or be a coordinator where a member of your household or immediate family ("**related student**") is testing on the test date. Your immediate family includes parents, siblings, children, grandparents, and spouse regardless of whether they reside in the same household. A breach of this rule may result in the related student's scores being canceled.
- You will not and have not provided any assistance or coaching to students on the assessment (including directing or changing answers) prior to, during, or after the administration.
- You are not engaged in any private test preparation related to College Board assessments and will not engage in such activity for the remainder of the current school year.
- You will not discuss details about the assessment including assessment policies or procedures with anyone other than Testing Staff on an as needed basis, including the media or through social media. You will refer all media questions to the College Board Office of Communications at [communications@collegeboard.org](mailto:communications@collegeboard.org).

**Right to Use.** College Board grants you a nonexclusive, nontransferable, revocable right to access and use Test Day Toolkit solely for the purposes set forth herein. You agree to use Test Day Toolkit only in connection with your role as Testing Staff. You understand that College Board is not granting you any license to the underlying technologies, calculations, and methodologies that compose Test Day Toolkit, the supporting services, or the data stored or available in Test Day Toolkit.

**Ownership.** You understand and acknowledge that all title, proprietary and intellectual property rights in and to Test Day Toolkit are owned solely by College Board, including, without limitation,

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copyright, trade secrets, and trademarks. You acknowledge and agree that Test Day Toolkit is protected under U.S. laws and international treaties. You have a limited right to use Test Day Toolkit in accordance with the terms of this Agreement. You agree not to change, alter, or modify Test Day Toolkit or any related materials, and not to attempt to disassemble, decompile, reverse-engineer, or otherwise translate any software incorporated in Test Day Toolkit or any related materials.

### Privacy, Data Use and Security and Confidentiality Rules

**Privacy Policies.** College Board recognizes the importance of protecting test taker and Testing Staff privacy.

College Board privacy policies located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) ("**Privacy Policies**") are part of this Agreement. This section supplements the College Board privacy policies. College Board may update its Privacy Policies from time to time, and they are subject to change up to one (1) week prior to the SAT Suite of Assessments administration date. You are required to review the Privacy Policies located at [collegeboard.org/privacy-center](https://collegeboard.org/privacy-center) prior to administering the exam.

**Data Use and Security.** In your role as Testing Staff, you may have access to personally identifiable information including, without limitation, test taker, proctor, or Testing Staff names, phone numbers, addresses, email addresses, dates of birth, gender, and/or accommodations status of students ("**PII**"). You agree to use PII solely as needed for your role as Testing Staff and for no other purpose whatsoever. You will not share, print screenshots, or otherwise attempt to display, copy, reproduce, or print PII in any manner (excluding sign-in tickets or transcription of paper and pencil SAT).

If you are a coordinator, you may be able to enter into Test Day Toolkit certain PII of Testing Staff, including the name and contact details of Testing Staff, only after you have received the individual's express permission for you to (i) provide their PII to College Board and (ii) enter it into Test Day Toolkit for your access and use, for test administration purposes only. By entering PII of any Testing Staff, you represent that you have obtained such permission of each individual and you have no reason to believe that such individual is not qualified and suitable to serve as Testing Staff and to administer the assessment in accordance with the terms of this Agreement. You agree to exercise care when sharing or delegating access to any test taker PII to any Testing Staff, including, but not limited to, only (i) granting access to the Testing Staff specifically assigned to the applicable test administration day, (ii) granting access to the test taker PII relevant to the individual Testing Staff's role for the applicable test administration day, and (iii) granting any such access to Testing Staff no earlier than the day before your testing schedule begins. You agree and understand that College Board collects, uses, processes, and retains Testing Staff PII solely for test administration purposes and as otherwise permitted by its Privacy Policies.

It is essential that PII and Confidential Information defined below be held in confidence and securely protected. You agree: (i) to keep your device you use for your role as Testing Staff with you at all times during testing; (ii) to notify College Board should your device become missing during the test administration; (iii) not to disclose any PII to anyone other than Testing Staff or College Board strictly on a need to know basis for purposes of the test administration; (iv) not to misuse, transfer, or copy PII for any other reasons whatsoever except as allowed herein.

**Confidentiality.** Before, during and after testing, you will be given access to certain College Board proprietary and confidential information and materials (in whatever form, including tangible or intangible, and written or oral) ("**Confidential Information**"). Confidential Information includes without limitation, test information, Test Day Toolkit content, test questions and answers, data, designs, specifications, guides, manuals, and documents. You agree before, during, and after the administration of the assessment to hold Confidential Information in strict trust and confidence and not to use any Confidential Information for any purpose other than for the performance of your role as Testing Staff. All rights, title to, and interest in Confidential Information shall remain with College Board.

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**GENERAL DISCLAIMER.** COLLEGE BOARD DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO TEST DAY TOOLKIT. COLLEGE BOARD DOES NOT REPRESENT OR WARRANT THAT TEST DAY TOOLKIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

### Miscellaneous

**Termination.** College Board may terminate this Agreement at any time with or without cause by providing a written notice to you.

**Assignability.** You agree not to assign any right or delegate or subcontract any obligation under this Agreement.

**Severability.** If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way, and, to the extent possible, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and, to the fullest extent, reflects the intention of the parties.

**Publicity.** You may not use the College Board name or its trademarks for any reason.

**No Third-Party Beneficiaries.** Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of, any person or entity other than College Board and you.

**Return of College Board Property.** Promptly upon College Board's request and upon termination of the Agreement, you agree to deliver to College Board, all of College Board's property and all copies of College Board's property in your possession.

By clicking **Submit**, you acknowledge that you have read, and agree to this Agreement.