



## **CODESP USER SECURITY AGREEMENT**

The parties to this agreement are the Cooperative Organization for the Development of Employee Selection Procedures (CODESP) and \_\_\_\_\_, an employee of a CODESP customer agency, hereinafter known as Employee.

- a. The Employee acknowledges that the Employee is an employee of a CODESP customer agency with responsibility for carrying out duties in the areas of test administration and employee selection.
- b. The Employee acknowledges that, in the course of employment by the CODESP customer agency, the Employee may come into the possession of certain confidential information and intellectual property belonging to CODESP and licensed for limited use to the CODESP customer agency including, but not limited to, test materials, tutorials, rating criteria, and training materials.
- c. The Employee hereby agrees that the Employee will at no time, during or after the term of employment with a CODESP customer agency, use for the Employee's own benefit or the benefit of others, any such confidential information or intellectual property owned by CODESP.
- d. The Employee acknowledges the inherent security risks associated with the sharing of usernames and passwords for both the secure areas of the CODESP website ([www.codesp.com](http://www.codesp.com)) and CODESP Online Testing and hereby agrees to never share use of the Employee's account or to provide the Employee's login credentials to another individual, including other staff with a responsibility for carrying out duties in the areas of test administration and employee selection.
- e. The Employee hereby agrees that, if given the authority to do so, the Employee will only create user accounts with access to the secure areas of the website for authorized individuals with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices, who are involved in the employment testing process, and who have signed this agreement.
- f. The Employee hereby agrees that all test materials obtained through CODESP, whether directly or indirectly, will be used for the official purposes of the CODESP customer agency in testing candidates for placement within the customer agency or at other approved public agencies who are current

customers of CODESP only. Under no circumstances will materials so obtained, including tutorials, be posted on any websites. Under no circumstances will test materials be stored in any other agency's or private computer systems for sale or disbursement to any other agency or person that is not authorized to have access to such materials. The Employee will not enter any test materials obtained through CODESP into any third-party testing or test management system unless approved by CODESP administration.

- g. The Employee acknowledges that test materials obtained through CODESP may be reviewed by examiners, subject matter experts, researchers, consultants, test proctors, or others working on the development of examinations. Such persons are not authorized to receive access to the secure areas of the website or to make notes about, copy, or retain any of the actual materials. Any reviews of materials authorized by the Employee are to be conducted under the direct supervision and responsibility of the Employee.
- h. The Employee hereby agrees that the Employee may not loan, give, sell, nor otherwise make available any testing material obtained through CODESP to any other agency or person that is not authorized to have access to such material. Under no circumstances will the Employee allow CODESP materials to be available for study, copying, photographing, reproduction, or re-publication, in whole or in part.
- i. The Employee hereby agrees that all test materials obtained through CODESP, whether directly or indirectly, will be used and stored in a manner that will prevent unauthorized persons from having access to them. Tests will be administered in-person in proctored environments to ensure that no test materials are removed from the test site. Test materials shall not be used in any non-proctored or remote (proctored or non-proctored) setting without the expressed written consent of CODESP administration. Test materials specifically designated by CODESP for remote or non-proctored use are exempted.
- j. The Employee acknowledges that if the customer agency allows candidates consultation regarding their test results, they may only review the test under a restrictive time-limit with an authorized individual who has signed the CODESP Selection Procedure Security Agreement. Under no circumstance will any candidate be allowed to make notes about, copy, or retain any of the test materials. Under no circumstances will candidates be allowed to view the answer key for an exam or any reports generated from the CODESP website containing such information in an unsupervised environment. No candidate will be allowed to make notes about, copy, or retain any information relating to keyed responses.
- k. The Employee hereby agrees that upon vacating a position with a direct reporting relationship to an Agency administrator with responsibility for the oversight of the Agency's test administration and selection practices and with responsibility for carrying out duties in the areas of test administration and employee selection at a CODESP customer agency, the Employee will return, retaining no copies, all documents and materials obtained through CODESP, whether directly or indirectly, to the agency's CODESP administrator.

- l. The Employee hereby agrees that upon termination of the customer agency's CODESP membership/subscription, the Employee shall immediately cease and desist the use of all CODESP materials and shall cease administering any and all tests that contain CODESP test materials.
- m. The Employee acknowledges that any violation of this agreement by the Employee may result in action on behalf of the CODESP customer agency including disciplinary and legal action in accordance with the customer agency's policies, procedures, and guidelines. Additionally, CODESP has the right to terminate all agreements with the customer agency and to withhold or recall CODESP materials and services if terms and conditions of this agreement have been violated.

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions will not be affected thereby.

Employee Agreement:

CODESP Customer Agency: \_\_\_\_\_

Employee Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_