





# Eagle Pass Independent School District Career and Technical Education

**DATE:** August 17, 2022

**TO:** Samuel Mijares, Superintendent of Schools

**FROM:** Ana Laura Castellón, CTE Director 

**RE:** Contract between EPISD & Certiport Authorized Test Center Agreement

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Attached is a contract between Eagle Pass ISD and Certiport (Pearson) for DeLuna Technology Lab to become a Certiport Authorized Testing Center. This contract will allow EPHS and CCWinn HS students enrolled in any course that offers certifications/assessments to test locally. Students will not have to travel out of town to test for their certifications or assessments offered by Certiport.

Please call me if you need additional information.

Attachment: Contract

Approved: \_\_\_\_\_

  
David Camarillo, Executive Director for Instructional Services

Approved: \_\_\_\_\_

Samuel Mijares, Superintendent of Schools

**CERTIPOINT AUTHORIZED TEST CENTER AGREEMENT**

This **CERTIPOINT AUTHORIZED TEST CENTER AGREEMENT** (the “Agreement”), is entered into as of the last date signed below (the “Effective Date”), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 (“Certiport”), and Eagle Pass Independent School District, a political subdivision of the State of Texas and an educational institution, organized under the laws of the State of Texas, having its principal offices at 587 Madison Street, Eagle Pass, TX 78852 (“Company” or “Licensee”) recognized hereinafter as a “CATC.”

**WHEREAS**, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

**WHEREAS**, Company owns and operates a testing center with facilities that meet Certiport’s testing center technical requirements, as well as the CATC Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facility recognized and appointed by Certiport as a “CATC” in the Territory and/or Sector(s) as described in Exhibit B;

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**. The following terms shall have the following meanings for the purpose of this Agreement:
  - 1.1. **“Assessment Exam”** means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
  - 1.2. **“CATC”** means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC” to administer the Certiport Pathway Solutions and Methods.
  - 1.3. **“CATC Policies, Guidelines and Procedures”** or **“the Guidelines”** are minimum standards that Certiport requires all CATCs meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
  - 1.4. **“CATC Requirements”** means minimum technical requirements (as set forth at <https://certiport.pearsonvue.com> under Support) and standard required by Certiport to be possessed by CATCs in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC Requirements set forth at <https://certiport.pearsonvue.com>. under Educator resources.
  - 1.5. **“Certification Exam”** means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
  - 1.6. **“Certiport Authorized Distributor”** or **“Distributor”** means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.
  - 1.7. **“Certiport Authorized Reseller”** means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
  - 1.8. **“Certiport Authorized Solution Provider”** means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.

- 1.9. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC authorizing the CATC to administer and deliver Assessment Exams and Certification Exams using the “CATC” name.
- 1.10. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
- 1.11. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title, and interest in and to Certiport Technology. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. “Working Day” means an operational day for doing the business of and by the party to which a working day applies in this Agreement.
- 1.15. “Dispute” has the meaning set forth in Section 18.
- 1.16. “Effective Date” means the date set forth in the first paragraph above.
- 1.17. “Exam Expiration Date” means the last date on which an Exam within a particular Program may be administered by a CATC.
- 1.18. “Examinee” means the end-user of the Certiport Pathway Solutions & Methods.
- 1.19. “Exams” means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. “Personal Data or Examinee Personal Data” means any and all information collected by Contractor during the registration and examination of an Examinee, which is done with the consent of an eligible Examinee or, if the Examinee is under the age of 18, with the consent of an Examinee’s parent or legal guardian.
- 1.21. “Practice Tests” means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing, and scoring of Certification Exams.
- 1.22. “Processing” means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, (“Process”, “Processes” and “Processed” shall have the same meaning).
- 1.23. “Programs” means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport’s internet application process.
- 1.24. “Program Sponsors” means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or selling Certiport Products

and Services. Program Sponsors are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may be, from time to time, the Program Sponsor or data controller and a data processor.

- 1.25. **“Renewal Term”** has the meaning set forth in Section 2.
  - 1.26. **“Sector”** means the market sectors described in Exhibit B attached hereto and hereby incorporated by this reference.
  - 1.27. **“Software”** means all software provided by Certiport to the Certiport Authorized Distributor, or to CATCs in the Territory, including without limitation, Console 8™, Compass™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
  - 1.28. **“Support Staff”** has the meaning set forth in Section 7.
  - 1.29. **“Territory”** means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
  - 1.30. **“Training Materials”** means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
  - 1.31. **“Data Breach”** The loss of, or attempted or successful unauthorized access, use, disclosure, modification, or destruction of, any Examinee Personal Data, other Certiport materials, or any information system that hosts or otherwise processes Examinee Personal Data.
2. **Term.** The term of this Agreement (“Term”) will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each (“Renewal Term”), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
  3. **License.** Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable license and right to hold itself out to the general public as a CATC, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s negotiated logo license agreement.
  4. **No Authority of Company.** This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees when acting in the course and scope of their employment, are and shall be considered employees or agents of Company, as applicable. To the extent legally authorized by Texas law for a political subdivision and independent public school district of the State of Texas, Company assumes responsibility for

their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto (including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security, and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

## 5. Duties of Company.

- 5.1. General Business Conduct. Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. Territory, Sector, Product Restrictions. Company understands and agrees that it shall serve only the Territory and Sector(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Any site license purchased or delivered under this Agreement is limited to delivery/fulfillment at one physical location. Remote access, transfer or use of a site license at more than one physical location is prohibited. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. Compliance with CATC Policies. Company understands and agrees that it must meet the standards set forth in "CATC Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform the Company of any changes via email to the following Company email address: \_\_\_\_\_ . Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates. Once purchased, Company is not entitled to a refund of the purchase price of any Exam.
- 5.4.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.

- 5.4.2. **Payment Terms.** Certiport recognizes that Company is subject to Chapter 2251 of the Texas Government Code in the payment of Company's bills and approves the applicability of such law with respect to this Agreement. Company shall pay for Certiport Products and Services as permitted under Section 44.031(j) of the Texas Education Code when such services and/or products are available only from one source; otherwise, the parties understand and agree that Company shall be in compliance with other Texas Education Code requirements for purchasing contracts. Certiport may deny Company access to Certiport Products and Services for which payment is past due under Texas law whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.
- 5.5. **Identification.** In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include, but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.
- 5.6. **Organizational Summary.** Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details relevant to this Agreement that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, test center administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire or assignment.
6. **Promotional Material; Advertising.** Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign a negotiated Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use any Program Sponsor's logo without first executing a negotiated logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.
7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
- 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least

one Certiport System Administrator trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.

- 7.2. Certiport Exam Proctor. Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained on Certiport's systems in the primary local language of the Territory in which the CATC is located.
- 7.3. CATC Support. Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
- 7.4. Advice to Certiport. Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention that causes concern to Company or, in reasonable anticipation, may cause concern to Certiport, regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
- 7.5. Parental Consent Form. Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form, as revised and depicted in Exhibit "D" of this CATC Agreement. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request.
8. Processing of Examinee Personal Information. Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.
- 8.1. Except as otherwise prohibited under federal and/or state law, including but not necessarily limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, including 34 CFR Part 79; or as otherwise prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations, including the HIPAA Privacy Rule issued by the U.S. Department of Health and Human Services, 45 CFR Part 160 and Subparts A and C of Part 164, ("Confidentiality laws"), **Company agrees and warrants:**
- i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Company will process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other relevant Examinee Personal Data as directed by Certiport.



ii. Except as otherwise required under law, Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.

iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.

iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.

v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.

vi. Where requested, the Company shall provide reasonable assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including, but not limited to, notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

vii. The parties agree that on the termination of its data-processing services, the Company shall, at the choice of the Certiport, return, if any, all Examinee Personal Data transferred and any and all copies thereof to Certiport or Company shall destroy all of the Examinee Personal Data and certify to Certiport that it has done so, unless federal or state law imposed upon Company prevents it from returning or destroying all or part of the Examinee Personal Data transferred. In that case, the Company warrants that it will guarantee the confidentiality of the Examinee

Personal Data transferred and will not actively process Examinee Personal Data transferred anymore.

viii. The Company shall provide all reasonable and timely assistance (including by appropriate technical and organizational measures) to Certiport (at its own expense) to enable Certiport to respond to:

(i) any request from a data subject to exercise any of its rights under any applicable data protection laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and

(ii) any other correspondence, inquiry, or complaint received from a data subject, regulator, or other legally authorized third party in connection with the processing of the Examinee Personal Data.

(iii) In the event that any such request, correspondence, inquiry, or complaint is made directly to the Company, the Company shall promptly inform Certiport providing full details of the same;

ix. The Company shall comply with all applicable data privacy and data protection laws applicable to it and relating to Company's obligations under the Agreement.

x. Notify Certiport immediately of any Data Breach or any other breach of the requirements herein, including details regarding the measures Company has taken to promptly remedy the breach and any further information and support that Certiport may reasonably require. Company shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Breach and shall keep Certiport up-to-date about all developments in connection with the Data Incident.

xi. Certiport adheres to the principles of the EU-U.S. Privacy Shield Framework as written by the U.S. Department of Commerce and Certiport complies with the U.S. Department of Commerce Swiss-U.S. Privacy Shield Framework principles.

9. **Compliance with Law.** Company agrees:

i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., and any local laws.

ii. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with

the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision except as permitted under law; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.

iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.

iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.

v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.

vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.

vii. to comply with all applicable laws, regulations and standards (including, but not limited to, the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned which have not been paid as of the date of such termination.

#### **9.1. Compliance with law:** Certiport agrees:

i. That, notwithstanding any provision of this Agreement to the contrary, actual or implied, it will not require Company to violate any federal and/or state

law under which Company must operate, particularly but not exclusively with respect to education records, or the personally identifiable information contained therein.

10. **Competition; Circumvention**. During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, and except as otherwise required under law, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services directly related to this Agreement that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s)**. Company shall not purchase or sell Certiport Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software**. Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of proprietary Software of Certiport required for Company to be a CATC and all related documentation to such Software in its possession.
13. **Protection of Certiport Technology**. Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title, and interest that Company may have in such materials. Certiport also prohibits sublicensing or assigning the rights of Certiport Technology without written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1.

14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.
15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, Examinee Personal Data and all compilations of the foregoing. Company shall not have any interest in Examinee Personal Data. Company shall also be responsible for the protection of Examinee Personal Data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers), but instead create unique identifying numbers for Examinees.
16. **Termination.**
- 16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice under Section 21.6, identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) working days after receipt by the other party of written notice thereof. Within three (3) working days after receipt of a written notice to cure a breach, the breaching party must provide the non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within a ten (10) working day time frame provided above. Should the breaching party fail to provide the written response within three (3) working days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.
- 16.2. **For Convenience.** Either party may terminate this Agreement at any time, on thirty (30) days' written notice to the other party under Section 21.6 of this Agreement. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified. Furthermore, Certiport may, in its sole discretion and upon written

notice as aforesaid to Company, remove specific Products or Services available for purchase or delivery by Company.

16.3. **Duties of Company upon Termination.** Upon termination, Company shall immediately cease holding itself out as a CATC, stop administering any Exams, remove all references to images and logos representing or relating to Certipoint or to the Certipoint Products and Services from any Company website, printed material, or retail storefront operated by Company. Further, if prior to termination for good cause, Certipoint has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certipoint Products and Services at the time of ordering, all payments due to Certipoint from Company shall become due and payable and shall be subject to the late payment provisions contained in Chapter 2251 of the Texas Government Code.

17. **Suspension / Deactivation.** If Certipoint determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or have failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certipoint may suspend testing, account access and Company's status as a CATC until it is resolved to Certipoint's satisfaction.

18. **Disputes.**

18.1. **Arbitration.** If the parties fail to resolve any dispute, controversy, or claim between them arising out of, relating to, or concerning, this Agreement (a "Dispute") within forty-five (45) days after one party notifies the other that a Dispute exists, then such Dispute shall be settled exclusively by final and binding arbitration in the State of Texas, U.S.A., under Chapter 171 of the Texas Civil Practice and Remedies Code, which arbitration may be initiated at the request of either party. There shall be three (3) arbitrators, one selected by each party, and a third arbitrator selected by the first two arbitrators who is an expert in Texas Education Code and particularly with respect to Title 2 of the Texas Education Code. The arbitration panel shall have no authority to award punitive or exemplary damages and the parties expressly waive their rights to any such damages. Notwithstanding the foregoing provisions, neither party shall be precluded from applying to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the issuance of a ruling by the panel of arbitrators. The written decision of the majority of the three (3) arbitrators shall be binding on both parties, but any such decision may not be in conflict with Texas law applicable to local governmental entities. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief, in any court of competent jurisdiction.

18.2. **Timing.** The parties are desirous of avoiding expensive and time-consuming proceedings and desire that the entire process of arbitration, including the issuance of an award, be completed within ninety (90) days from receipt of a request for arbitration. However, failure by the arbitrators to issue an award within the ninety (90) day time period shall not deprive the arbitrators of jurisdiction over the Dispute.

- 18.3. **Expenses.** Each party agrees to bear its own expenses and an equal share of the expenses of the arbitrators and the fees of the body administering the arbitration.
- 18.4. **Awards.** Any award rendered in such arbitration proceedings shall be payable in U.S. dollars and may not violate Texas law for public school districts in the state, and judgment upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement as the case may be, and may be payable to the winning party, at its option, in cash, by way of an offset against the winning party's accrued, but unpaid royalties, fees, or dividend under any agreement with the losing party, or by any combination of the above.
19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements, and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor, and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all reasonable and necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach may result in damage to them. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement and law for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement or law. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is

made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certipoint irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certipoint to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not unreasonably maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

## 20. Audit.

20.1. Certipoint, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours with reasonable advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems, and records. Certipoint may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such an integrity shop.

20.2. In the event that Certipoint, its authorized representatives, or any Program Sponsor choose to audit Company, such entities will comply with Company requirements related to the entity's audit. Certipoint agrees to comply with Company requirements related to criminal history record information where applicable under Texas law or as authorized by the Texas Education Agency in Austin, Texas.

## 21. Miscellaneous.

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.



21.3. **Governing Law.** This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the State District Courts of Maverick County, Texas, United States of America, without giving effect to principles regarding conflicts of laws, and notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.

21.4. **Special Terms.** The following terms and conditions are hereby included as an inducement for the parties hereto to enter into this Agreement. For as long as Company operates a CATC under this or any other agreement, these Special Terms shall apply to both parties hereto and for the benefit of all Examinees and Parents of Examinees who take or agree to take an Assessment Exam (including but not limited to Certification Exams and computer-based Exams) at the Company-based CATC.

The parties agree that these Special Terms and conditions are non-waivable and may not be revised except by written approval by both parties. These Special Terms shall apply to both this CATC Agreement and to any terms and conditions incorporated into this CATC Agreement by reference or otherwise and shall also apply to any separate agreement (“Separate Agreement”) entered into between Certiport and an Examinee (also sometimes described as “End-User”) after the Effective Date of this CATC Agreement, including but not necessarily limited to any terms and conditions incorporated into a Separate Agreement by reference or otherwise, in order for an Examinee to take an Assessment Exam as defined in this CATC Agreement at the Company-based CATC and to provide personally identifiable information to Certiport. These Special Terms shall also apply to a parent and/or legal guardian (hereinafter, “Parent”) who is required to and does grant permission and authorization for an End-User who is a minor (or is otherwise unable to enter into a legally binding contract) to take an Assessment Exam at the Company-based CATC and provide personally identifiable information to Certiport.

Accordingly, and notwithstanding any term or condition to the contrary in this CATC Agreement or any such Separate Agreement, (expressed, implied, or incorporated by reference herein and/or therein) the following Special Terms and conditions shall apply to this CATC Agreement and to any and every Separate Agreement as hereinbefore described, the reference to both of which in these Special Terms being “THE CONTRACT,” to wit:

- (A) **Governing Law and Venue.** THE CONTRACT shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Maverick County, Texas, in connection with any matter based upon or arising out of THE CONTRACT or the matters contemplated herein; agrees that process may be served upon them in any manner authorized by the laws of the State of Texas for such persons; and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.
- (B) With respect to Certiport’s Terms of Use and/or Privacy Policy as to whether a person shall be requested or required to provide any biometric information, Texas

Law shall apply under Tex. Bus. & Com. Code § 503.001 or successor statute; and, in any event, a person or entity may not capture a biometric identifier of any End User or Parent of an End User for a commercial purpose unless the End User or Parent is informed by the other party and the End Users or Parent provides specific, written consent for capture of the biometric identifier to be provided to the requesting party;

- (C) Any requirement in THE CONTRACT for an End User and/or Parent of an End User to indemnify Certipoint or NCS Pearson, Inc., or any of its assigns is null and void;
- (D) The parties to THE CONTRACT agree that Parents required to grant permission and authorization for the collection, use, and disclosure of personal information by execution of written consent, [for example, Certipoint's "Parent/Legal Guardian Consent Form"], shall be required to use the revised Consent Form as shown in Exhibit "D" to this CATC Agreement;
- (E) Certipoint agrees to indemnify and hold harmless Company for any liability and/or other damages, including but not limited to reasonable attorney's fees, incurred by Company due to Certipoint's refusal to abide by the terms of these Special Terms in THE CONTRACT.
- (F) Survival. Any term and condition to the contrary in THE CONTRACT notwithstanding, the Special Terms contained in section 21.4 of this CATC Agreement shall survive the termination of THE CONTRACT.

21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.

21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.

21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.

21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement or Exhibits unenforceable or invalid, but rather the Agreement, or Exhibits, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 21.11. Taxes. Company is tax exempt. Certiport shall not include tax in Company’s fees, prices, or invoices.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions hereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT**

**CERTIPORT, a Business of:  
NCS PEARSON, INC.**

Signature: \_\_\_\_\_  
*Authorized Signature*

Signature: \_\_\_\_\_  
*Authorized Signature*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

Email: [pvcontracts@pearson.com](mailto:pvcontracts@pearson.com)

**EXHIBIT A****Certipoint Authorized Testing Center (CATC) Policies, Guidelines, and Procedures**

Certipoint is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certipoint takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certipoint also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

**1. CATCs are required to strictly enforce the following rules:**

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government-issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

## **2. Retest Policy**

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC and can be found at <https://certiport.pearsonvue.com> by selecting "Exam Policies" under the "Test Candidates" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

## **3. Ensuring Exam Validity**

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates, and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry-standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer service representatives. Reports should include the date, time and location of the incident, name of Examinee, name and version of Exam taken.

## **4. Accommodation of Disabilities**

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring the reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

### **Requests for Accommodations of Disabilities**

Further information can be found at [www.certiport.pearsonvue.com](http://www.certiport.pearsonvue.com) by clicking on the “Educator Resources” drop-down menu, then selecting “Exam policies”, and then selecting the link for “Accommodation of disabilities”. Examinees who wish to request accommodations may do so by following the directions under the “Process to Apply” section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

**EXHIBIT B**

**Territory and Sectors**

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC Agreement, Company is appointed as a CATC authorized to provide Certiport Products and Services only in the Territory described below:

Texas

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

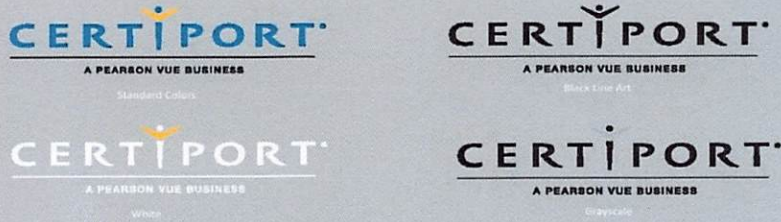
K-12

# Exhibit C - Branding Guidelines

## Certiport Authorized Test Center Agreement

### CERTIPOINT LOGO USAGE GUIDELINES

**LOGO**



**CLEAR SPACE:**  
Clear Space (X) is equal to the height of the "C" in "Certiport".

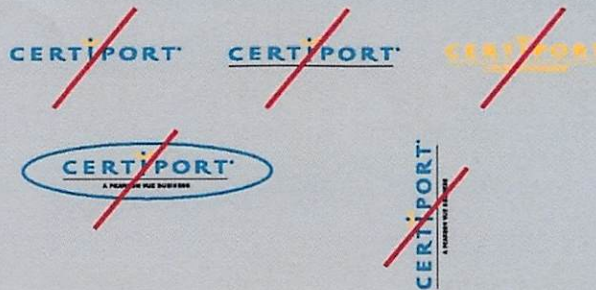


**MINIMUM SIZE**



	Print	Online
X	.825" (21 mm)	96 pixels

**INCORRECT USAGE**  
Do not redraw or modify the logo in any way. Use artwork exactly as provided.







**EXHIBIT "D"**  
Revised Parent/Legal Guardian Consent Form

I am the parent/legal guardian of \_\_\_\_\_ (*please print the "Certiport Candidate"*) and I understand that my permission and authorization is required for the collection, use, and disclosure of the Certiport Candidate's personal information by Certiport, a business of NCS Pearson, Inc. ("Certiport"). I further understand that the Certiport Candidate will not be permitted to register for or take a Certiport exam unless I provide my permission by signing this form.

**EXCEPT AS OTHERWISE NOTED HEREIN:**

I understand and acknowledge that all individuals, including the Certiport Candidate, planning to take a Certiport exam are required to:

- A) Provide to Certiport, personal information, such as his or her, first and last name, street address, e-mail address, and demographic information ("*Candidate Information*"); and
- B) Agree to all of the terms and conditions contained on the Certiport website at <https://certiport.pearsonvue.com/> and in Certiport's test registration and delivery system and that these terms and conditions are legally binding.

In my capacity as the parent/legal guardian of the Certiport Candidate, I hereby understand, agree, authorize, and provide my consent, as the case may be:

- 1) To allow the Certiport Candidate to take or retake any Certiport exam(s); and
- 2) That I have had an opportunity to review the Certiport terms and conditions and privacy policy available at <https://certiport.pearsonvue.com/>, including, but not limited to, those provisions relating to testing; privacy policies; and the collection, processing, use and transmission to the United States of the Certiport Candidate's personally identifiable information and that I and the Certiport Candidate understand and agree to abide by these terms and conditions and policies; and
- 3) To Certiport for the retention and disclosure of any of the Candidate's personal information to the Certiport exam sponsor(s), its authorized third parties and service providers, and others as may be necessary to prevent unlawful activities or as required by law; and
- 4) That the Certiport Candidate and I will comply with any of the Certiport testing rules and procedures.

**This authorization is hereby made subject to and conditioned on the continued applicability of those certain "SPECIAL TERMS" contained in the Certiport Authorized Test Center Agreement between Certiport and the Eagle Pass Independent School District located at 587 Madison Street, Eagle Pass, Texas 78852, with Effective Date of \_\_\_\_\_.**

I, the undersigned, certify that I am the parent or legal guardian of the child/legal ward (*named above*) and that I have the right to make decisions for my child/legal ward that effect his/her well-being.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

**Name of Parten/Legal Guardian**

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Parent/Legal Guardian*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*