

## EXAMINER AGREEMENT

AGREEMENT entered into between NCS Pearson, Inc., ("Pearson") with principal offices at 19500 Bulverde Rd, San Antonio, Texas 78259, and

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

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

(referred to as "you" throughout this Agreement), concerning the provision of field-testing services, as follows:  
Pearson and you agree as follows:

1. You will assist Pearson in carrying out testing for research studies to be mutually agreed upon. Each research study will be described in an invitation letter, and you will indicate your agreement to the terms of the invitation letter as well as your specific assignment by signing the appropriate document. Upon your agreement to participate in a research study, Pearson will supply you the following test materials: (a) necessary test kits and (b) necessary amounts of consumable materials so that you may administer the Test to identified examinees. You will identify examinees, schedule test administrations, provide test scores as requested and conduct administrations of the test, or supervise such activities, all as directed by and to the satisfaction of Pearson. You agree that you will not interpret the test results to examinees. Pearson assumes no liability to you or to any examinee with respect to any such interpretations.
2. You agree to test at least five (5) examinees who will meet the specific requirements for each research study in which you participate. You agree to administer the test to each examinee and collect any additional data specified in the research study.
3. You agree to keep the test and other materials submitted to you by Pearson confidential and acknowledge that these materials have been provided solely for the purposes of performing your services. No divulgence or reproduction of the Test or other materials may be made without the prior written consent of Pearson. You shall expressly advise the examinees that they, too, have an obligation to keep strictly confidential all materials and methods disclosed to them.
4. You hereby assign to Pearson any copyrightable material prepared by you pursuant to this Agreement and all copyright interest and other proprietary rights in any material prepared by you pursuant to this Agreement. Any recommendations, information, approaches, suggestions, concepts, ideas, and any and all contributions received from you pursuant to this Agreement may be used by Pearson without compensation, except for that expressly provided herein.
5. You agree to return to Pearson on or before the specified date (as outlined in each research study invitation letter) the original test protocols for each test administered. Any nonconsumable materials provided to you shall be returned to Pearson at the end of the designated testing period for each research study.
6. Provided you perform in accordance with this Agreement, Pearson will pay you for each complete and usable test administered and delivered to Pearson in accordance with the terms of the research study invitation letter. The invitation letter for each research study will designate the specific dates for testing. If you are selected as an examiner, your assignment letter will also indicate the demographic requirements for the examinees (age, parent education level, ethnicity, etc). Whether an administered Test is complete and usable shall be determined by Pearson in its sole discretion. The amount due you will be payable as soon as practicable after Pearson's receipt of each such Test and the return of all consumable materials. Pearson reserves the right to aggregate payments for multiple Tests received.
- 7a. You warrant and represent that you have the full right, power, and authority to enter into this Agreement and to perform its terms including, without limitation, the right to provide to Pearson the data obtained by you for each administered Test. You warrant and represent that you are qualified to administer the Test or that you will properly supervise others who will do so in accordance with applicable state laws and ethical requirements. You agree to indemnify and hold Pearson harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees arising out of any breach of the foregoing warranties and representations.

7b. You further warrant and represent that your services under this Agreement will in no way conflict with any contractual or employment obligations to any third party or that, in the alternative, you have obtained the necessary authorization from a third party to whom you may have a contractual or employment obligation.

8. This agreement shall automatically renew on the anniversary date of its signature, and may be terminated by either party upon written notice. Upon termination, all copies of the Test and all nonconsumable materials in your possession will be returned immediately to Pearson.

9. You understand that you are not an employee of Pearson and will not be entitled to any employee benefits such as, but not limited to, insurance, pension, disability, and medical benefits.

Please sign both copies of this Agreement where indicated below to confirm your acceptance of the foregoing and return both copies for countersignature by Pearson. Pearson will send you a fully signed copy for your files.

EXECUTED as of the date first set forth below.

**EXAMINER**

**NCS PEARSON, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
By

\_\_\_\_\_  
Social Security No. Or Taxpayer Identification No.

\_\_\_\_\_  
Date

Please forward both signed copies of the Examiner Agreement in the enclosed postage paid envelope to:

ATTN: Field Research  
NCS Pearson, Inc.  
19500 Bulverde Road  
San Antonio, Texas 78259

Or fax to: 800.727.0811