



APPLICATION TO BECOME A NASCLA EXAMINATION PROVIDER

This Application, Fee and Requested Documentation should be submitted to:

Angie Whitaker, Executive Director
NASCLA
23309 N. 17th Drive, Building 1, Unit 110
Phoenix, Arizona 85027

Additional Information regarding the Examination Provider program is available at www.NASCLA.org

Date of Application: _____

Applying for: _____ Approved Provider _____ Accredited Examination

Exam Contractor Category: **COMMERCIAL GENERAL CONTRACTOR**

Testing Organization Name: _____

Principle Company Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Name/Title of the Person Responsible for Overall Testing Activities:

Address if different than above: _____

Phone: _____ Fax: _____

E-mail: _____

Name/Title of Individual who will be Responsible for Answering Questions and Providing Information regarding this Application (if same, so indicate):

Address if different than above: _____

Phone: _____ Fax: _____

E-mail: _____

Applicant's initials _____

NOTIFICATION & AGREEMENT

By submitting this Application to become either an Approved Examination Provider or a provider of an Accredited Examination, and thereafter being recognized as such by NASCLA, the undersigned testing organization acknowledges and agrees to the following:

1. A testing organization will immediately notify NASCLA in writing if any of the following occur:
 - a. Change in purpose, structure, key personnel, management, or activities that may impact the approved program or examination(s) and any possible effect the changes may have on the program or examination(s);
 - b. Any substantive changes in examination administration procedures; and
 - c. Any major changes in examination development procedures.
2. The initial approval period is a maximum of five (5) years. A re-evaluation is required prior to renewal for any subsequent period.
3. A testing organization that provides an Accredited Examination shall, at all times, maintain full compliance with recognized psychometric standards, specifically the Standards for Educational and Psychological Testing (1999) (the "Standards") as well as the most recent NASCLA Psychometric Criteria (2007), while the organization has NASCLA accreditation status. Where a conflict exists between the Standards and the NASCLA Psychometric Criteria, the NASCLA Psychometric Criteria will control.
4. An Approved Provider shall, at all times, maintain full compliance with recognized psychometric standards associated with test administration, specifically the Standards as well as sections D and the test administration portions of section F of the most recent NASCLA Psychometric Criteria, while the organization has NASCLA approval status.
5. If NASCLA discovers a breach of security in examination development and/or administration that affects the NASCLA National Examination Program, NASCLA may take any action that it deems necessary to protect the validity of its program, including withdrawing the testing organization's approval or accreditation status. The testing organization shall submit to NASCLA any information required to investigate a possible lack of compliance with the NASCLA Psychometric Criteria and the Standards. NASCLA reserves the right to require an additional audit, which costs shall be paid initially by NASCLA and reimbursed by the audited testing organization.
6. All materials submitted by the testing organization will remain confidential. The material related to the psychometrics aspect of the approval process will be reviewed primarily by NASCLA's auditor, but may also be reviewed by the NASCLA National Examination Committee. Financial information will be reviewed only by the CPA firm hired by NASCLA to evaluate the financial component of this application.

7. The Psychometric Auditor shall be permitted access at the testing organization to all persons and documents necessary to ensure that the testing organization is in compliance with both the NASCLA Psychometric Criteria and the Standards. In addition to the information requested initially, NASCLA reserves the right to request additional information as deemed necessary as part of the evaluation process. Failure to provide information requested may delay or jeopardize a testing organization's approval status.
8. Once a testing organization has an Accredited Examination, additional documents will need to be submitted to NASCLA on a regular basis, as specified in the procedures.

APPLICATION FEE

A testing organization may submit an application to become either an Approved Provider or to provide an Accredited Examination. A check, made payable to NASCLA in the amount of \$7,500.00, must be submitted with the initial application. If a testing organization that has been designated as an Approved Provider wishes to have an examination evaluated for accredited status within two years of the initial application, no additional fee is required. After two years, a testing organization must submit an additional \$3,000.00 to have its examination procedures audited to achieve accredited status.

TEST ADMINISTRATION FEE

Each testing organization with an Accredited Examination shall remit to NASCLA ten dollars (\$10.00) for each NASCLA Accredited Examination administered. Payments should be made quarterly on a calendar year basis to the address shown at the front of this Application.

CHOICE OF LAW

Any dispute involving the relationship between a testing organization and NASCLA shall be governed by the laws of the State of Arizona.

INDEMNIFICATION

Each testing organization designated as either a NASCLA Approved Provider or as offering an Accredited Examination, shall indemnify and hold NASCLA and its agents, employees, officers, directors and governing board harmless for, from, and against all claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses including attorneys fees, (hereinafter "claims") to the extent said claims arise out of or are somehow related to any action or inaction on the part of the testing organization under this application and/or Agreement. Nothing in this paragraph shall require the testing organization to defend or indemnify NASCLA from any claims resulting from NASCLA's sole negligence or willful misconduct.

CONFIDENTIALITY

NASCLA and the testing organization, including their respective agents and employees, if any, shall not disclose, release or in any way permit confidential information to be released to third parties or to become public except as otherwise required under this Agreement. Confidential information includes all communications, information and

documentation by and between the parties as well as any supplied by either party. Confidential information does not include information that at the time of receipt is generally available in the public domain or thereafter becomes available to the public through no act of either party; or was independently known prior to receipt thereof or was discovered independently by an employee or agent of either party who had no access to the information supplied by an applicant under this Agreement; or was made available to either party as a matter of a lawful right by a third-party and which was not otherwise the subject of any limitation on disclosure. A breach of this non-disclosure obligation by a testing organization shall be deemed a material breach of this Agreement and may be grounds for termination of the testing organization's NASCLA status. The language of this paragraph shall survive the termination of this Agreement. In addition, documentation marked "FINANCIAL RECORDS TO BE OPENED BY CPA ONLY", will be reviewed only by the CPA firm hired by NASCLA to help evaluate the financial component of the application and such information will be kept confidential from any member of NASCLA's Board of Directors, committee members, or staff.

CONFLICT OF INTEREST

Please answer the following question: Yes or No.

_____ Does the testing organization, or any of its agencies, affiliates or divisions have any involvement in the preparation of materials for or the actual preparation of individuals to take this specific or a similar type of examination. If answered YES, please include an explanation of involvement.

STATEMENT OF UNDERSTANDING

On behalf of _____, I, the undersigned, attest that I
Insert Name of Testing Organization
have read, understand and acknowledge that failure to abide by the above requirements for initial and any renewal approval or giving false information or misrepresentation of the examination program may result in an ineligibility to participate, receive approval(s) or termination of NASCLA's approval pursuant to the National Examination Program.

The NASCLA National Examination Program is a voluntary program that provides standards for the approval of programs and examinations given to prospective contractors. Testing organizations participating in this program understand that any approval issued due to its participation does not create any property or ownership right in such approval; and that the award or withdrawal of such approval is solely within the discretion of NASCLA; and that the determination of NASCLA on any issue of approval is final.

NASCLA is hereby authorized to undertake any needed inquiries to verify any of the information provided by _____.
Insert Name of Testing Organization

Signature of Official Authorized to Apply: _____

Typed Name and Title of Official: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____ Date Signed: _____

Applicant's initials _____