



**TEK.XAM II**  
**Test Site Administration Agreement**

THIS AGREEMENT (the “Agreement”) is by and between TEK.XAM FOUNDATION INC. (“TEK.XAM”) and \_\_\_\_\_ (the “Institution”).

- A. TEK.XAM has developed an online technology proficiency exam, which is marketed under the name **Tek.Xam II** (the “Test”).
- B. The Institution wishes to administer the Test to individuals (“Test Participants”).
- C. TEK.XAM wishes to make the Test available to the Institution for administration.
- D. TEK.XAM and the Institution wish to set forth the terms and conditions regarding the offering and administration of the Test as more particularly described below.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Site Coordinator. The Institution shall appoint a primary administrator of the Test (the “Site Coordinator”) who shall serve as the Institution’s principal contact with TEK.XAM. The Site Coordinator shall have primary responsibility for the Institution’s administration of the Test.
2. Test Site Administration Manual. TEK.XAM will provide a test administration manual (the “Test Site Administration Manual”) to the Institution for use by the Site Coordinator in administering the Test. The Test Site Administration Manual is hereby incorporated into this Agreement.
3. Test Availability - Date. TEK.XAM agrees to make the Test available to the Institution on the Test Date between the hours of 7:00 a.m. and 10:00 p.m., Eastern Standard Time, or as otherwise arranged by TEK.XAM and the Institution.
4. Cost of Test to Institution. The Institution agrees to pay to TEK.XAM a fee of \$5 (five dollars) per module, per student.

5. Confidentiality. The Institution acknowledges and agrees that the Test, the Test Site Administration Manual, and any other information and materials provided by TEK.XAM in connection with the Test are owned exclusively by TEK.XAM and constitute the valuable intellectual property of TEK.XAM. The Institution shall not reproduce or disclose in whole or in part to any third party the Test, the Test Site Administration Manual, any other materials provided by the TEK.XAM in connection with the Test, without the express written permission of the TEK.XAM

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**INSTITUTION**

\_\_\_\_\_  
Name of Institution

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**TEK.XAM**

Tek.Xam Foundation, Inc.  
Name of Company

Tom Stuhlmiller  
Name

Executive Director  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date