



TEST TAKER AGREEMENT

The ACTFL Oral Proficiency Interview (OPI)®, Writing Proficiency Test (WPT), Oral Proficiency Interview by computer (OPIC)®, and Advanced Level Checks are nationally recognized, standardized tests distributed by Language Testing International (LTI) for assessing oral or written proficiency according to the revised *ACTFL Proficiency Guidelines*. The test is administered/rated by a Certified ACTFL® Tester or Rater. A recording of the interview and/or copy of the writing test will be used for the purpose of allowing two Certified ACTFL Testers or Raters to independently rate the candidate’s speaking or writing proficiency based on the descriptors of language proficiency in the *ACTFL Proficiency Guidelines*. You will not be rated on the factual accuracy of your opinions or suggestions.

I hereby acknowledge and agree that the purpose of this test is to evaluate my speaking and/or writing proficiency. I hereby give my consent to LTI to record and/or retain my spoken and/or written responses for this purpose and to release my rating(s) to the named party(s) on my application. I further acknowledge and consent that LTI, in its sole discretion, shall have the right to: (1) use the interview recording to respond to any questions I have about my rating;(2) require me to take a retest at LTI’s expense if they determine that sufficient factors exist that call into question the accuracy of my test score; and (3) use the interview recording to conduct research on future modifications to the assessment or for academic studies, provided, that none of my personal information shall be disclosed to anyone outside of LTI who is not designated by me.

I understand and agree that the recording of my interview and/or completed writing test become the exclusive property of LTI and that LTI will maintain it as strictly confidential. The content of the test will not be released to me or any other party under any circumstance, as the test questions and protocols are copyrighted materials and their release would compromise the validity of the test. I acknowledge that LTI will provide me with a published, standard ACTFL description of my rating from the Guidelines as part of the standard procedure and cost of testing. I also acknowledge that I have the option of purchasing a detailed, individual written report of my test results, developed by a certified ACTFL proficiency expert for an additional fee. If I have any questions about my rating, including any retest determined by LTI to be required, I agree to abide by LTI’s rating review process and/or my employer or school’s disclosure policy.

I agree that any use of my rating on this proficiency assessment shall be completely within the purview of my employer or any other party I have authorized to receive my rating. Accordingly, I shall have no legal rights against LTI for any decision made by my current employer, school or any other party I have authorized to receive my rating. I agree to hold LTI harmless against any claims of damages because of any such decisions made by others, whether based on my rating alone or in combination with any other factors.

PRINTED NAME: _____ DATE: _____

SIGNATURE: _____

LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER: _____

