

**Conditions of Use and Nondisclosure Agreement:  
ECLS-K:2011 Assessment Battery and Select Non-Assessment Items**

This Conditions of User and Nondisclosure Agreement (“Agreement”) is required to use and view copyright-protected information included in the Early Childhood Longitudinal Study, Kindergarten Class of 2010-11 (“ECLS-K:2011”) direct child assessments and select items from the ECLS-K:2011’s non-assessment instruments (collectively referred to as the “Materials”). This agreement is used by:

1. Requestors seeking to administer the Materials in their own study, who must complete Sections 1 and 2, and/or
2. Requestors seeking to view the Materials, who only need to complete Section 2.

The ECLS-K:2011 assessment battery was designed for use in a national longitudinal study of young children. It was developed strictly for research purposes and to estimate characteristics of groups of children. It was not designed to assess children’s abilities and skills to help guide decisions about individual children.

Section 1: Permission to administer the Materials

1. I will have the right to administer the Materials in my study, as outlined in my approval from the National Center for Education Statistics (“NCES”). These rights are exclusive to me, and I will not offer such rights to any other person or entity. All rights in the Materials will be retained by the copyright holder(s). I will identify the copyright holder(s) in any study materials that include copyright-protected information (e.g., on a cover page in an assessment or under an item administered in a questionnaire).
2. I will not include item-level data in data files or reports provided for public use. Any reports I produce will only contain normative and criterion-referenced status and gain scores for participants computed using statistically appropriate methods (e.g., Item Response Theory (IRT)-based methods).
3. I will not use the Materials for commercial purposes.

I have read the foregoing information and agree with all of the terms and conditions.

Signature: \_\_\_\_\_

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

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

Section 2: Permission to view the Materials

1. I will have the right to view the Materials, as outlined in my approval from NCES. These rights are exclusive to me, and I will not offer such rights to any other person or entity. All rights in the Materials will be retained by the copyright holder(s) of those items. I will identify the copyright holder(s) in any publications that reference the copyrighted-protected information.
2. I will not include item wording in data files or reports provided for public use.
3. I understand that I will be given access to the Materials only if NCES determines that I am a qualified researcher whose specific request to conduct research requires information in the Materials. I understand that I am required to abide by NCES's policy and procedures for proprietary data (i.e., as outlined in the "Restricted-Use Data Procedures Manual").
4. I have read, I understand, and I agree to all provisions of NCES's "Guidelines for Obtaining Access to and Using the ECLS-K:2011 Direct Assessments and Copyrighted Survey Items."
5. I have completed NCES's "Application for the Use of ECLS-K:2011 Direct Child Assessments and/or Copyrighted Items."

I have read the foregoing information and agree with all of the terms and conditions.

Signature: \_\_\_\_\_

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

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