

## **SERVICE AGREEMENT**

**Language Testing Services for Official Language Assessment of Applicants  
seeking Permanent Resident Status under  
Canada's *Immigration and Refugee Protection Act* or Citizenship under  
Canada's *Citizenship Act*.**

### Articles of Agreement

Between Her Majesty the Queen in Right of Canada (referenced in the Agreement as "Canada")  
represented by the Minister of Citizenship and Immigration (referenced in the Agreement as  
"Minister")

And

The Paragon Testing Enterprises Inc. (referenced in the Agreement as "Organization")

(Canada and the Organization shall hereinafter be referred individually as "Party" and  
collectively as "Parties")

## **1 Purpose**

The purpose of this Agreement is to authorize the Organization to provide services to persons (Clients) intending to apply for immigration or citizenship pursuant to the *Immigration and Refugee Protection Act*, S. C. 2001, c. 27 ("IRPA"), its regulations or ministerial instructions made under it, or the *Citizenship Act*, R.S.C. (1985), c. C-29 and the regulations made under it. Such services shall not be provided unless and until the Minister has designated the Organization under the IRPA to provide the assessment service. Hereinafter, reference to IRPA includes regulations and ministerial instructions made under it and reference to *Citizenship Act* includes regulations made under it.

**Canada and the Organization agree as follows:**

## **2 Service Agreement**

2.1 "Service" shall mean all activities described in this Agreement and its Appendices, or in any service level agreement subsequently entered into by the Parties and in any amendments that may be agreed upon in writing by the Parties to these documents.

2.2 The following documents and any written amendments relating thereto form the Agreement (referenced herein as the "Agreement") between Canada and the Organization:

- these Articles of Agreement;
- the document attached hereto as Annex A entitled "Terms and Conditions";
- the document attached hereto as Annex B entitled "Data Collection and Reporting";
- the document attached hereto as Annex C entitled "Information Collection and Reporting of Personal and Test Information";
- the document attached hereto as Annex D entitled "Security of Test Reports";
- the document attached hereto as Annex E entitled "Designation Criteria";
- the document attached hereto as Annex F entitled "Additional Evidence Required by October 1, 2014 Based on Designation Criteria"; and
- the document attached hereto as Annex G entitled "Additional Evidence Required by April 1, 2015 Based on Designation Criteria".

Canada reserves the right to request the Organization to enter into a service level agreement to support the delivery of the Service on terms to be agreed upon by Canada and the Organization, both Parties acting reasonably.

### **3 Canada**

- 3.1 Canada authorizes the Organization to be one of the organizations to provide language testing in one of Canada's official languages to Clients who intend to apply to CIC for immigration or citizenship as required by the legislation.
- 3.2 Once and if the Organization is designated, Canada will permit the Organization to publish itself as one of Canada's organizations to administer official language tests for immigration and citizenship purposes.
- 3.3 Canada will provide references on its website and in public documents to names, relevant office addresses, telephone numbers and websites of the Organization.
- 3.4 Canada will indicate that the Organization provides the services necessary to obtain an official language assessment, as required by the IRPA.
- 3.5 Canada will not pay or subsidize the Organization or assume liability for its profit or loss. No monies will be paid by Canada for any part of the Service performed or for any activities undertaken by the Organization whether those activities were undertaken before or after entry into this Agreement.
- 3.6 Even if the Organization is designated, Canada cannot guarantee any business or volumes.

### **4 Organization**

- 4.1 The Organization has made a submission to Canada to demonstrate that the Canadian English Language Proficiency Index Program 2014 General test and Canadian English Language Proficiency Index Program 2014 General Listening Speaking test meet the requirements as set in Annex E of the Service Agreement.
- 4.2 The Organization will maintain compliance with the criteria described in Annex E.
- 4.3 Canada has determined that the Canadian English Language Proficiency Index Program 2014 General test and Canadian English Language Proficiency Index Program 2014 General Listening Speaking test have met these requirements.
- 4.4 The Organization will provide the Service in accordance with the terms and conditions of this Agreement and all Annexes including all requirements found in any service level agreement for the Service that may be agreed upon by the Parties.
- 4.4 The Organization acknowledges that:
  - a) it has the necessary expertise and is competent to perform the Service. Such expertise shall be demonstrated through completion of the following tasks:

- i) the Organization has provided to Canada appropriate evidence which demonstrates that its test's evaluation results have been aligned to the benchmarks set out in the *Canadian Language Benchmark (CLB)*;
  - ii) the Organization has provided to Canada appropriate evidence which demonstrates that its test is appropriate for Canada's purposes by evaluating language proficiency in the four skill areas (reading, writing, listening and speaking) in functional English from a CLB 4 through 10;
  - iii) the Organization has provided to Canada appropriate evidence which demonstrates that its test can consistently produce similar scores among candidates with similar language proficiency. The various versions of the test must be at the same level of difficulty each time the test is written;
  - iv) the Organization maintains the security of the test and the integrity of the test results;
- b) it has or will obtain by the date on which this agreement takes effect under section 25 of this Agreement ("Duration"), everything necessary to perform the Service, including the resources, facilities, labour, technology, equipment, and materials; and
  - c) to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Service, and that Canada will have no obligation to pay royalties of any kind to anyone in connection to the Service.

4.5 The Organization declares that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Government of the Countries of Service or Canada, local, state national, or to a member of the family of such a person, with a view to facilitating the entry into the Agreement or the performance of the Service.

4.6 In circumstances where conditions in a source country limit or make impossible the provision of the Service to clients, and such disruption impacts on the Organization's ability to provide Services, the Organization will attempt to provide language testing through alternative means, and notify Canada as soon as it is aware of circumstances that make service provision impossible

## **5 Test to be used for the Delivery of the Service**

5.1 The Organization will provide the Service by using the Canadian English Language Proficiency Index Program 2014 General test and Canadian English Language Proficiency Index Program 2014 General Listening Speaking test.

- 5.2 The Organization shall not make significant changes that could affect the Canadian English Language Proficiency Index Program 2014 General test and Canadian English Language Proficiency Index Program 2014 General Listening Speaking test's alignment to the Canadian Language Benchmarks, the consistency and reliability of the test's scoring, or any other changes that may affect the Canadian English Language Proficiency Index Program 2014 General test and Canadian English Language Proficiency Index Program 2014 General Listening Speaking test's appropriateness for Canada's purposes without prior written approval of Canada.

## **6 Compliance with Applicable Laws**

- 6.1 The Organization must comply with all laws applicable to the performance of the Agreement. The Organization must provide to Canada evidence of compliance with such laws at such times as Canada may reasonably request.

## **7 Required Permits, Licenses, Approvals, Certifications**

- 7.1 The Organization must obtain, maintain and comply with for the duration of this Agreement, at its own expense, all permits, licenses, regulatory approvals and certificates required for the Service. If requested by Canada, the Organization must within five (5) business days provide a copy of any required permit, license, regulatory approval or certification and related documents or information to Canada.
- 7.2 Should the Organization not comply in all material respects with any permit, licence, regulatory approvals or certificates or it is determined that any certification is untrue, whether made knowingly or unknowingly, this Agreement may be determined to be in default and Canada shall be entitled to immediate termination.

## **8 Privacy, Security and Protection of Information**

- 8.1 For greater certainty, the performance of the Service includes the management of information, which includes the collection, use, disclosure, capture, transfer, retention, storage, segregation, destruction and any other manipulation of information, data, documents or records in electronic or any other form; and, the performance of the Service includes the implementation, operation, maintenance and management of any system, hardware, software, property, technology, equipment, or device used in connection with the information.

### **Laws**

- 8.2 a) Principles of Canadian privacy law including the *Privacy Act*, R.S. 1985, c. P-21, and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including, Schedule 1 *Model Code for the Protection of Personal Information* and any

requirements, or stated elsewhere in this Agreement must be respected by the Organization in its performance of the Service under this Agreement.

- b) The Organization acknowledges that its obligations under the Agreement are in addition to any obligations it may have under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Organization believes that any obligations in the Service Agreement prevent it from meeting its obligations under any of these laws, or under the laws of other jurisdictions that may be applicable to the performance of the Service, the Organization must immediately notify Canada of the specific provision of the Service Agreement and the specific obligation under the law with which the Organization believes derogates from, prevents compliance with or conflicts with the Service Agreement.

## Collection

- 8.3 Where the Organization collects personal information from a Client to perform the Service, the Organization must only collect personal information that is required to perform the Service. The Organization may collect other information with the Client's consent provided in writing or electronically and in accordance with relevant privacy legislation. The personal information to be collected by the Organization for this Service is limited to that described in Annex C.
- 8.4 The documents containing personal information to be collected directly from the Client are described in Annex C. No other documents containing Client personal information should be collected for this Service.
- 8.5 The Organization must collect the personal information directly from the Client to whom it relates and the Organization must inform that Client (at or before the time when it collects the personal information) of the following:
  - a) the personal information is not being collected on behalf of Canada but that personal information and documents will be provided to Canada as further described herein;
  - b) the ways the personal information will be used;
  - c) that disclosure will be made only where consent has been provided in writing or electronically in advance by the Client, or if required or permissible by law without such consent;
  - d) if there is a legal requirement to disclose the personal information, the basis of that legal requirement, and specifically the Organization must inform the Client that personal information may be subject to access by and disclosure to law enforcement agencies under relevant local legislation such as the *USA Patriot Act*, when applicable;
  - e) the consequences, if any, of refusing to provide the information;

- f) that the individual has a right to access and correct his or her own personal information;
- g) that the personal information once disclosed to Canada will form part of a specific personal information bank (within the meaning of the Privacy Act);
- h) that personal information should be collected directly from the Client or his or her representative; and
- i) that written or electronic consent or evidence of legal representation to any indirect collection permitted must be obtained.

#### **Use**

- 8.6 a) Personal information of Clients will be treated as confidential at all times and may only be used or be accessed by the Organization for the purposes and for activities required to provide the Service as further described in this Agreement and its Annexes. Access to personal information shall be restricted on a need to know basis through appropriate employee and end user access controls.
- b) Notwithstanding Article 8.3, personal information of the Client collected for the purpose of the Service may be used by the Organization for another purpose if it has been requested by the Client and the Client has provided their consent in writing or electronically in advance. In the event of a conflict between this Article and others in this Service Agreement, Article 8.6b) takes precedence.
- c) The Organization shall not use any personal identifiers (e.g., passport number or unique Client ID number) to link multiple databases containing personal information except for the purpose of fraud investigation.

#### **Disclosure**

8.7 Personal information of Clients may only be disclosed by the Organization if:

- a) It is required to provide the Service;
- b) It has been requested by the Client for another purpose and the Client has provided their consent in writing or electronically in advance; and
- c) It is required or permissible by law. Wherever legally possible, before disclosing personal information pursuant to legal requirement, the Organization must immediately notify Canada and the Client.
- d) It is disclosure to Canada in accordance with the terms of this Service Agreement.

## **Security and Safeguarding Measures and Solutions**

8.8 The Organization must implement administrative, physical and technical security and safeguarding measures and solutions to preserve the confidentiality, security and integrity of premises, personal information and systems. These measures and solutions must satisfy all requirements described in the Agreement and its Appendices including compliance with principles of privacy laws referred to herein and any applicable Government of Canada standards, guidelines, protocols and policies communicated to the Organization which include the Federal Privacy Act, and the British Columbia Provincial Privacy Act. These measures and solutions must also comply with industry standards and or industry best practice, whichever offers greater protection. Canada reserves the right to authorize the measures and solutions proposed or request implementation of reasonable measures and solutions from time to time. Such changes will be implemented within ten (10) business days or within a mutually agreed-upon timeframe.

## **Location and Segregation**

8.9 Canada would prefer that the Organization ensure that information is managed and accessible from within Canada and that all databases containing information and physical (paper) records are located in Canada. Should an Organization's infrastructure not meet this parameter, the Organization must provide a statement to this effect. Canada reserves the right to request a description of the Organization's information management structure and practices where they differ from this parameter. The information and systems must be logically segregated for this Service from all other information and records of the Organization. Subject to Article 8.6b) and 8.7b) the information cannot be shared with or accessible by other business lines aside from Citizenship and Immigration Canada.

## **Access**

8.10 Physical access control of Client personal information must be restricted to ensure that only authorised individuals with appropriate authority and need for information have access to the Client personal information. This must be enforced at all times by the Organization. Authorised individuals are limited to employees or contractors of the Organization, employees of Canada, or employees of regulatory bodies where those regulatory bodies have oversight responsibility over the Organization, and other third parties such as educational institutions upon the request and on the written consent of the Client. Access to Client personal information shall be restricted through appropriate employee and end user access controls.

## **Training**

8.11 The Organization shall provide training to anyone within the Organization to whom it provides access to Client personal information or systems regarding the obligation to keep personal information confidential and use it only to perform the Service. The Organization must provide this training before giving an individual access to any personal information and the Organization must keep a record of the training and make it available to Canada if requested.

### **Requests for Record/Personal Information**

8.12 Should Canada be required to respond to an access to information request under Canadian laws, or should Canada reasonably require records related to assessments performed, the Organization shall, upon request, search its records and produce the record/personal information to Canada in a timely manner.

### **Currency of Information**

8.13 The Organization must take reasonable steps to ensure that the personal information obtained to perform the Service is as accurate, complete, and up to date as necessary for the purposes of performing the Service.

### **Unauthorized Use/Data Breach**

8.14 Where the Organization has reasonable grounds to believe that there has been: unauthorised access, use or disclosure of personal information; an incident that may jeopardise the security or integrity of personal information; or a breach of this Agreement, it shall immediately notify Canada. In the event of such an occurrence, the Organization shall immediately take all reasonable steps to resolve the problem and prevent its recurrence. Canada may direct the Organization to take specified steps to resolve and prevent a recurrence, and in addition may rely upon the provisions of this Agreement relating to suspension or termination for default.

### **Inspection & Audit**

8.15 In addition to any powers of inspection or audit described elsewhere in this Agreement, Canada may require the Organization to demonstrate its compliance with the requirements of Article 8 of this Agreement at any time. Costs in relation to same shall be borne by the Organization, unless otherwise agreed.

### **Retention, Disposal and Return of Records**

8.16 Client personal information shall be retained from all records, electronic or otherwise, or such records shall be retained for 10 years from the date of issue of the Test Report by the Organization. In addition, records shall be returned, deleted or disposed of in the event that Canada reasonably requests, the Agreement term has expired, or the Agreement is terminated, as directed by Canada.

### **Client Consent and Notice**

8.17 The Organization shall ensure that the client receives notice and provides consent to the following prior to the Service:

- a) that their personal information may be shared with other government of Canada institutions such as Citizenship and Immigration Canada (CIC), Canada Border Services Agency (CBSA), the Royal Canadian Mounted Police (RCMP), the Canadian Security Intelligence Services (CSIS), foreign and provincial/territorial governments and service level agreement partners in accordance with subsection 8(2) of the Privacy Act;
- b) the retention period of their personal and test information;

- c) the right to access, correction and protection of their personal information collected to administer the Service by the Organization;

## **9 Liability and Indemnification**

- 9.1 Subject to Article 9.5, the Organization is liable for any damage, loss, injury, claim or other liability caused by the Organization, its employees', subcontractors', subsidiaries', affiliates' or agents' actions, negligence or inaction in the performance of the Service, to Canada or any third party. The Organization shall indemnify and save harmless Canada in respect of any damage, loss, injury, claim or other liability or other proceeding taken against Canada, including any costs or charges incurred by Canada to answer or defend any such claim or other proceeding, arising out of the Organization, or its employees', subcontractors', subsidiaries', affiliates' or agents' actions, negligence or inaction in the performance of the Service.
- 9.2 Without limiting the generality of the foregoing, the Organization shall be liable for claims from Clients resulting from the loss of applications, fees, and supporting or other documents in the course of performing the Service. Canada will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance of the Service by the Organization. Canada is not liable for the physical safekeeping and privacy of documents provided by the Client to the Organization or anyone else while such documents are in the possession or control of or under the responsibility of the Organization, or, in the process of being transferred or transmitted to Canada.
- 9.3 The Organization's liability to indemnify or reimburse the Government of Canada under the Agreement shall not affect or prejudice Canada from exercising any other rights under law.
- 9.4 The Organization acknowledges that it is not an employee, servant or agent of Canada and will not represent or hold itself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Organization, or its employees, subcontractors, subsidiaries, affiliates or agents considers the Organization to be an agent or employee of Canada, the Organization agrees to indemnify Canada for any loss or damages and costs occasioned thereby by such third party.
- 9.5 Canada is liable only for damage, loss, injury, claim or other liability caused by Canada's actions, negligence or inaction in its activities related to the performance of the Service, to the Organization or a third party.
- 9.6 The Parties agree that no limitation of liability or indemnity provision applies to the Agreement unless it is specifically incorporated in full text in this Agreement or Appendices.
- 9.7 Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Agreement.

## **10 Contingency Fees and Conflict of Interest**

- a) The Organization has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person, other than an employee of the Organization acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Agreement.
- b) The Organization shall keep Canada advised of any potential conflicts of interest or incidents of staff misconduct by staff who may have access to Client's personal information in accordance with the Values and Ethics Code for the Public Service of Canada.

## **11 Reporting**

The Organization must comply with the reporting requirements as described in Annex B.

## **12 Status of the Organization**

The Organization is an independent Organization authorized to provide services of language testing to Clients. Nothing in the Agreement is intended to create a partnership, a joint venture or a relationship of agency between Canada and the Organization. The Organization must not represent itself as an agent or representative of Canada to anyone. Neither the Organization nor any of its personnel is engaged as an employee or agent of Canada.

## **13 Audit and Verification of the Service**

The Service is subject to audit and verification solely as described in this Agreement and in the Appendices. Audit or verification of the Service by Canada does not relieve the Organization of its responsibility for defects or other failures to meet the requirements of the Agreement. Canada will have the right to reject any Service, or part thereof, that is not in accordance with the requirements of the Agreement or as otherwise agreed in writing by the parties and require its immediate correction or replacement at the Organization's expense.

## **14 Service Charges**

- 14.1 The Organization will recover its costs through service charges to each Client. These charges will be collected directly from the Client.
- 14.2 The Organization may modify its service charge(s) as it deems necessary to reflect changes in providing the Service. The Organization agrees to provide Canada with written notice regarding such reasonable modifications in its service charge structure thirty (30) calendar days in advance of introducing the new service charge, and further agrees to notify its Clients immediately of any modifications to the charges to be levied.

## **15 Future Requests for Proposals or Contracts**

Nothing in this Agreement is intended to or should be construed to exclude the Organization from bidding in the established manner on other service agreements proposed by the Government of Canada or on solicitations issued by Canada.

## **16. Representatives**

For the purposes of resolving any questions, disputes or implementation issues that may arise in this Service Agreement, the Director of Economic Immigration Policy and Programs of the Immigration Branch, is the duly authorized representative of Citizenship and Immigration Canada, and the President of the Organization is the duly authorised officer or representative of the Organization (the “Representatives”).

## **17. Amendment**

During the course of this Agreement, Canada and the Organization may seek by mutual consent to make modifications to this Agreement by adding, removing or otherwise amending any article. All such modifications must be made in writing by the Representatives, and come into effect upon signature of the amendment by both Parties, or on another mutually agreed-upon date.

Canada may require amendments to the Agreement as a result of legislative changes. The Organization shall implement these amendments within a reasonable timeframe.

## **18. Suspension of the Service**

Canada may at any time, by written notice, require the Organization to suspend the Service or any part thereof, as described under this Agreement. The Service Provider must immediately comply with any such demand in a way that reasonably protects the personal information and records and minimizes the cost of doing so.

## **19. Termination**

19.1 The Agreement may be terminated for convenience by Canada with 6 months written notice without disclosure of reasons or by the Organization with 6 months written notice without disclosure of reasons.

19.2 If the Organization is not designated, Canada may terminate this Agreement by giving thirty (30) calendar days written notice to the Organization.

19.3 If the Minister revokes the designation of the Organization, Canada may, by giving written notice to the Organization, terminate the Agreement. The termination will take effect immediately or as per a date specified by Canada in its written notice.

19.4 If the Organization is in default in carrying out any of its obligations under the Agreement, Canada may, by giving written notice to the Organization, terminate for default the

Agreement or part of the Agreement. The termination will take effect immediately or upon the expiration of a cure period of up to 30 days or longer, as specified by Canada, if the Organization has not cured the default to the satisfaction of Canada within that cure period to the satisfaction of Canada.

19.5 Canada may terminate the Agreement where the Organization, including its officers, agents and employees, has been convicted of an offence under the following provisions of the Canadian Criminal Code (CCC), or of the Financial Administration Act (FAA), or convicted outside Canada of an offence that is the equivalent to the following:

**CCC:**

Section 121, Frauds upon the Government and Contractor subscribing to election fund;  
Section 124, Selling or Purchasing Office;  
Section 380, Fraud committed against Her Majesty; and  
Section 418, Selling Defective Stores to Her Majesty.  
(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract).

**FAA:**

Paragraph 80(1)(d), False entry, certificate or return;  
Subsection 80(2), Frauds against Her Majesty; and  
Section 154.01, Fraud against Her Majesty.

19.6 Canada may terminate the Agreement where the Organization, including its officers, agents and employees, has engaged in any activity that would be considered corruption or collusion, bribe, gift, benefit or other inducement in the proposal process or the performance of the Service.

19.7 Where Canada intends to terminate the Agreement pursuant to a provision of Articles 19.5 or 19.6 above, without providing a cure period Canada will so inform the Organization and provide the latter five (5) business days within which to make representations, prior to making a final decision on the Agreement termination. Such termination is then effective immediately.

19.8 If Canada gives notice under Article 19, the Organization will have no claim against Canada including any claim for loss or damage.

**20. The Organization agrees that:**

- a) In the period leading up to the end of the Agreement term, and for up to three (3) months afterwards, it will make all reasonable efforts to assist Canada in the transition from this Agreement, including a transition to a new organization. Upon mutual agreement to a cost estimate for these transition costs provided by the Organization, Canada will pay the Organization for the costs of transitioning the Agreement.; and

- b) It will cooperate with Canada and, if applicable, with the incoming organization to ensure a seamless transition and a continuance of service including transferring information to Canada or to another organization upon Canada's request, and winding down of services.

**21. Assignment**

The Organization must not assign the Agreement without first obtaining the written consent of Canada. Any assignment made without such consent is void and will have no effect. An assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Agreement does not relieve the Organization from any obligation or liability under the Agreement and it does not impose any liability upon Canada.

**22. Subcontracts**

22.1 Subject to Article 9.5, the Organization is liable for any damage, loss, injury, claim or other liability caused by a subcontractor and is responsible for any matter or thing done or provided by any subcontractor under the Agreement and for paying any subcontractors for any part of the Service they perform. The Organization must provide to Canada the list of its subcontractors and their respective tasks, including clearly indentifying those who have access to personal information, annually and upon request.

22.2 In any subcontract, including with a parent, subsidiary or affiliate, the Organization must, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of Canada, not less favourable to Canada than the conditions of the Agreement.

**23. Applicable Laws**

This Agreement shall be interpreted and governed, and the relations between the Parties determined by the laws of Canada and the Province of Ontario.

**24. Dispute Resolution**

If a dispute arises out of, or in connection with this Agreement, the Parties agree before taking any other action that they will make all reasonable efforts to resolve any dispute through negotiation or through an appropriate dispute resolution process.

**25. Notification**

Any notice required under the Service Agreement shall be provided to the following persons via telephone, email and facsimile.

Role	Office Phone	Facsimile	Email
Director Economic Immigration Policy &	613-954-4214	613-954-0850	<a href="mailto:susan.macphee@cic.gc.ca">susan.macphee@cic.gc.ca</a>

Program			
Deputy Director	613-952-3455	613-954-0850	<a href="mailto:poppy.vineberg@cic.gc.ca">poppy.vineberg@cic.gc.ca</a>

**26. Duration of Agreement**

26.1 The Service Agreement is in effect from the date of signature by the last Party to March 31, 2016.

**27. Extension and Renewal**

The Organization shall provide additional evidence to Canada as described in Annex F by October 1, 2014 and as described in Annex G by April 1, 2015. Should the Organization fail to comply with this provision, the options described at Article 27.1 will not apply and this agreement will end on March 31, 2016 without a possibility to be renewed. Canada is under no obligation to exercise the renewal or extension option and there is no obligation for the Minister of CIC to designate the Organization for an additional period of time. Canada will be under no obligation to pay any costs incurred should it not exercise the aforementioned options or should the Minister of CIC not designate the Organization for an additional period of time.

**Five-year Renewal**

27.1 Canada retains the irrevocable option to extend the term of the Agreement by two (2) periods of five (5) years each.

Prior to each renewal period, the Organization shall provide the required documentation six (6) months prior to the end of the agreement in effect.

- a) For the first renewal, the Organization must provide Canada with a report attesting that it meets all of the requirements of this Agreement and any new requirements Canada may have to Canada's satisfaction. Canada will provide information on the format and content required in the report. Canada will advise the Organization of any new requirements. Upon determining that the report meets Canada's requirements, Canada may exercise this option by sending a written notice to the Organization at least sixty (60) calendar days prior to the Agreement expiry date.
- b) For the second renewal, the Organization must make a full submission demonstrating that it meets all the requirements of this Agreement and any new requirements Canada may have, to Canada's satisfaction. Canada will advise the Organization of any new requirements. Upon determining that the submission meets Canada's requirements, Canada may exercise this option by sending a written notice to the Organization at least sixty (60) calendar days prior to the Agreement expiry date.

## **Two-Year Extension**

27.2 The Organization grants to Canada the irrevocable option to extend the term of the Agreement by one period of two (2) years under the same terms and conditions, unless otherwise stated herein.

Canada may exercise this option at any time by sending a written notice to the Organization at least sixty (60) calendar days prior to the Agreement expiry date.

## **28. Survival**

All the parties obligations of confidentiality, representations and warranties set out in the Agreement as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the termination of the Agreement.

## **29. Force Majeure**

Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, third party strikes or work stoppages, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control. However, the Organization will have to provide alternative means to provide the Service within a reasonable period of time in such cases to minimize the interruption or reduction of Service.

## **30. Entire Agreement**


This Agreement, all appendices and any service level agreement agreed upon by the Parties, constitute the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are expressly incorporated by reference.

**FOR PARAGON TESTING ENTERPRISES INC.**

\_\_\_\_\_  
Donald Wehrung  
President and Chief Executive Officer  
Paragon Testing Enterprises Inc.

12 Feb 2014  
Date

**FOR CANADA**

  
Susan MacPhee  
Director  
Citizenship and Immigration Canada

Feb 26, 2014  
Date

## **Annex A – Terms and Conditions**

1. The Organization will maintain their test coverage as per originally indicated within their submission. The Organization may add additional testing sites; however it may not decrease their number of testing sites.
2. The Organization will offer Services in English.
3. The Organizations shall not provide substantive or evaluative advice to Clients in relation to any requirements of an application for immigration to Canada, or any requirements of an application for Canadian citizenship, or offer to consult, advocate or represent Clients with respect to any application for immigration or citizenship made or to be made.
4. The Organization will recover its costs through service charges to each Client. These charges will be collected directly from the Client.
5. The Organization will publish information that shall be available to the public regarding the Organization and the Service including; the registration process and costs, test dates, testing sites and practice tests.
6. The Organization will provide an online verification system that allows access to test results for Canada to verify test results at no cost to Canada.
7. The Organization will ensure that test reports contain all security features specified within Annex D “Security of Test Reports”.
8. The Organization will notify Canada of fraud patterns and exceptional cases of individual fraud
9. The Organization will respond to all inquiries and concerns raised by Canada within 10 business days. In return Canada will endeavour to respond to all inquiries and concerns raised by the Organization within 10 business days or as soon as is practical.
10. The Organization will provide Canada with any applicable information regarding changes to the Service, the expansion of testing sites, technological changes or any other changes that Canada and/or the Organization deem relevant.
11. The Organization will provide re-tests for an applicant, with the costs borne by the Organization, in cases where Canada suspects fraud because it is apparent that the applicants test results do not accurately reflect their proficiency. E.g. in an interview with a visa officer, the applicant is unable to communicate effectively without the aid of an interpreter, however, their test results suggests they would be fluent.

12. The Organization will provide evidence for the correspondence of its test scores with the performance levels specified in the most recent Canadian Language Benchmark (CLB) from CLB 4 to 10 to Canada. This evidence will show that the relation is based on a valid correspondence between language ability as measured by the tests and language ability as described by CLB. Upon changes to the CLB, the Organization must provide to Canada evidence for the correspondence of its test scores with the performance levels specified in the newest CLB benchmarks prior to its public release.
  
13. CIC must be satisfied that the Organization will accommodate applicants with permanent or temporary physical disabilities, when the appropriate medical evidence has been provided to the Organization by the applicant, to the extent possible based on available technology and accommodations. The Organization should treat accommodations on a case-by-case basis; however the Organization must satisfy CIC that they have the ability to provide accommodations for each of the four abilities (reading, listening, speaking and writing) as well as general accommodations such as:
  - i. Extended time to complete one or more language ability test(s);
  - ii. Supervised breaks;
  - iii. Allow items into the testing facility during test delivery that assists the applicant with their disability, for example an applicant's wheelchair, oxygen tank, back brace ventilator; and
  - iv. Modifications to the computer workstation's equipment including the mouse, keyboard, monitor and chair.
  
14. The Organization will accommodate requests for ad-hoc testing outside of established testing sites under the following circumstances that:
  - a) the requestor provides the necessary facilities and equipment required as per the Organizations specifications to perform the Service; and
  - b) there is a minimum of 20 individuals available for testing in one seating; and
  - c) The requestor and/or the Clients receiving the ad-hoc testing reimburse the Organization for no more than the incremental expenses incurred by the Organization to deliver the Service on an ad-hoc basis at other than the established testing sites. The incremental costs are those related to the travel of the Paragon personnel, the venue and information technology, if applicable. This may be implemented by establishing a surcharge to be added to the normal fee for the Service at established testing sites.
  
15. Any public messaging by the Organization that relates to Citizenship and Immigration Canada, the relationship between the Organization and Citizenship and Immigration Canada, or to representations by the Organization about how the Service satisfies Citizenship and Immigration requirements for immigration or citizenship must be approved in advance by Canada. Canada reserves the right to prevent the

**Organization from publicizing any such representations about Citizenship and Immigration Canada, the relationship between the Organization and Citizenship and Immigration Canada, and how the Service satisfies Citizenship and Immigration Canada requirements for immigration or citizenship without Canada's prior approval.**

## **Annex B – Data Collection and Reporting**

1. The Organization will provide Canada with a bi-annual report in a format approved by Canada on the activities of the Organization as they relate to Canada. The report will be due every six months on dates mutually agreed upon by the Organization and Canada.
2. The report will provide up-to-date aggregate de-personalised data and statistical information related to the operation of the Service specific to applicants applying for immigration or citizenship to Canada including:
  - a. Applicable trends on the operations of the Service including incidence of fraud and fraud patterns for applicants applying to Canada including:
    - i. a breakdown by country of origin;
    - ii. the fraud trends including but not exclusively: patterns, regional trends and local incidents;
    - iii. exceptional cases individual fraud;
    - iv. the targeted test centres; and the type of investigations conducted.
  - b. Applicable statistics on the operation of the Service including:
    - i. breakdown of details on candidates who indicate their intention to apply to Canada by:
      1. third party language test (hereinafter “test”) in instances where an Organization has more than one designated test;
      2. country in which the test was taken;
      3. first language; and
      4. country that issued the applicant’s valid passport;
    - ii. mean score by ability and band scores for candidates applying to Canada;
    - iii. breakdown of details on the items in 2(b)(i) above by:
      1. gender;
      2. reason for taking the test (immigration or citizenship);
      3. country in which test was taken and the overall mean score by ability and band scores of all individuals who wrote the test within the country; and
    - iv. wait times for the test including:
      1. the average, shortest and longest wait times broken down by country and region.
  - c. The following details on the demand for ad-hoc testing for applicants who specified the intention to immigrate to Canada:
    - i. the number of ad-hoc testing requests that were received, the location of the request and for how many applicants; and
    - ii. the number of off-site testing requests that were accommodated and for how many applicants.
  - d. The following details on the demand for accommodations by applicants who specified immigration or Citizenship to Canada as their intention:
    - i. the number of requests for accommodation due to special needs;

- ii. the accommodations being requested;
    - iii. the accommodations that are being provided; and
    - iv. instances of accommodations requests that are not provided.
  - e. Additional statistical information as agreed to by Canada and the Organization.
3. The Organization must advise Canada of any changes to the test including changes to the test report, new security features, and new methods of test delivery. In such cases, the Organization must advise Canada on how to read the test reports and provide samples of test reports.
  4. The Organization will provide Canada with up-to-date information related to the number of testing sites available for the Service and notification on the closure of any testing sites.
  5. The Organization must provide Canada with a list of its subcontractors and their respective tasks, including clearly indentifying those who have access to personal information, annually
  6. Canada will not share the information provided by the Organization with any individual or organization outside of Citizenship and Immigration Canada.

## **Additional Reporting**

1. The Organization will provide Canada, on a monthly basis, a report which contains the names and passport number or Canadian permanent resident card number of every applicant whom the Organization found to commit fraud and stated applying for immigration or citizenship to Canada as their purpose for the Service.
2. The Organization will respond or use all reasonable endeavours to provide an initial response to any requests from Canada to make additional information regarding the test or the Service available to Canada within 10 business days.

## **Annex C – Information Collection and Reporting of Personal and Test Information**

### **Collection of Information**

**The following information is to be collected by the Organization for this Service:**

- Family Name as indicated on the Client's passport or in the case where the Client does not possess a passport, official national identification or foreign travel document;
- Given Names as indicated on the Client's passport or in the case where the Client does not possess a passport, official national identification or foreign travel document
- Date of birth as indicated on the Client's passport or in the case where the Client does not possess a passport, official national identification or foreign travel document;
- Nationality/Country of Origin as indicated on the Client's passport or in the case where the Client does not possess a passport, official national identification or foreign travel document;
- First Language;
- Image of the applicant which must be taken on the day of the test at the test center (the source of the picture is a camera provided and controlled by the Organization at the test site);
- Signature collected on test day;
- Passport number of the Client or in the case where the Client does not possess a passport, official national identification or foreign travel document; and
- Photocopy of the Client's passport or in the case where the Client does not possess a passport, official national identification or foreign travel document.

For clients within Canada, the following documents are also considered acceptable forms of identification:

- Canadian Permanent Resident Card;
- Refugee Protection Claimant Document; and
- Immigration documents issued by Citizenship and Immigration Canada which contain security features such as the IMM 1442.

## **Annex D - Security of Test Reports**

### **Format/Security Features**

The Test Report must be presented on official letterhead, affixed with the Organization's seal or any other identifying feature, and signed by an authority of the Organization.

The Organization must embed at least one security feature in the Test Report and inform Citizenship and Immigration Canada (CIC) of each security feature, as well as inform CIC of any changes to such features.

### **Content**

The Test Report must include the following identifying information about the Organization, Client and Test Results:

- Name of the Organization and contact information (e.g. official letterhead);
- Date of Report;
- Family and given names of the Client;
- Client's Date of birth;
- Image of the Client which was taken on the day of the test;
- Client test number;
- Test date;
- Name or code of test; and
- Test results.

## Annex E – Designation Criteria

<b>Designation Criteria</b>	<b>Demonstrated Evidence</b>
<p><b>Criterion #1: Expertise and Experience in Evaluating English language proficiency</b></p> <p>The TPLT organization must have demonstrated expertise and experience in testing English- language proficiency in Listening, Reading, Speaking and Writing.</p>	<p>The TPLT organization should:</p> <ol style="list-style-type: none"> <li>a) provide supporting documentation that includes:               <ol style="list-style-type: none"> <li>i. a description of the type of organization it is (profit/non-profit; government/non-government; affiliated with a university/not affiliated with a university); and</li> <li>ii. its mandate, governance structure, and the length of time it has been operating;</li> </ol> </li> <li>b) describe how it maintains and updates its expertise in assessing language proficiency;</li> <li>c) provide its current schedule of costs for examinees who wish to write its tests as part of the CIC application process to enter Canada and, if applicable, future plans regarding costs for examinees;</li> <li>d) provide a list of testing sites both within Canada and internationally and the schedule of testing dates for the next 12 months by administration site;</li> <li>e) provide a summary of the average wait times for testing by administration site for the last three years.</li> <li>f) provide any plans for the closure or expansion of testing sites; and</li> <li>g) indicate the number of requests for language testing received and tests administered for the last three years as evidence of its annual volume.</li> </ol> <p><b>Supporting documentation required including but not limited to:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Organization chart and governance structure;</li> <li><input type="checkbox"/> Most recent audited financial statement to show revenue sources and financial viability;</li> <li><input type="checkbox"/> Current service charge structure of your organization outlining all costs to the client; and</li> <li><input type="checkbox"/> Most recent annual report or other formal report that describes activities conducted by the organization to fulfill its mandate.</li> </ul>

<b>Designation Criteria</b>	<b>Demonstrated Evidence</b>
<p style="text-align: center;"><b>Criterion #2: Test Development</b></p> <p>In order to be designated by CIC, testing agencies must demonstrate several aspects related to how their test is constructed. The TLPT organization must be able to not only demonstrate that each test form for Listening, Reading, Speaking and Writing based on the <i>Canadian Language Benchmarks 2012</i> (CLB 2012) contains relevant items that together represent what is to be tested, but must also provide sound and appropriate evidence that the scores from each test form can be validly interpreted in relation to the benchmarks in the CLB 2012</p> <p>It is essential that the theoretical model of second language development to be used to construct test items and assemble the items in the test forms for each of the four areas be congruent with the corresponding part of the CLB. Further, it is necessary that the items in each test form be new to all test takers. Constructing multiple forms and replacing each form using exposure rules or replacing a form that has been compromised is crucial to protecting the validity of test scores.</p>	<p><u>Test specifications</u></p> <p>The TPLT organization should:</p> <ul style="list-style-type: none"> <li>a) clarify whether a criterion-referenced model or a norm-referenced model of test development will be used to construct items and test forms for Listening, Reading, Speaking and Writing;</li> <li>b) identify and describe the language model to be used to develop items and test forms for Listening, Reading, Speaking, and Writing;</li> <li>c) develop a table of specifications or a test blueprint for Listening, Reading, Speaking, and Writing that corresponds to levels four through ten of the <i>Canadian Language Benchmarks</i> (CLB 2012);</li> <li>d) describe the fit among the language model to be used, the table of specifications for each of the four areas to be tested for levels four through ten of the CLB 2012; and</li> <li>e) describe the qualifications of the individuals who will develop the test specifications and assess the fit among the language model, test specifications and CLB 2012.</li> </ul> <p><u>Item development</u></p> <p>The TPLT organization should:</p> <ul style="list-style-type: none"> <li>f) describe the qualifications of the staff members who will guide the item writers for Listening, Reading, Speaking and Writing;</li> <li>g) describe the qualifications of the item writers who will write the items (multiple-choice, constructed response) and develop the scoring guides for multiple forms of the Listening, Reading, Speaking and Writing tests;</li> <li>h) describe the materials and process to be followed to train the item writers for each area;</li> <li>i) ensure that the number of items to be developed for each area is sufficient to allow the construction of multiple forms of each test;</li> <li>j) describe the process for editing the items produced by the item writers for each area;</li> <li>k) describe the qualifications of reviewers and the procedures to be used to review the technical</li> </ul>

	<p>quality of items, the relevancy of the items for adults in the workplace and the fairness and appropriateness of each item for the various subpopulations to be tested (i.e., free of bias);</p> <ul style="list-style-type: none"><li>l) provide the results of the review and the level of agreement among the reviewers;</li><li>m) conduct item tryouts of newly developed items and provide the number of respondents, representativeness of sample of respondents in terms of population for respondents to be assessed, and the analysis procedures to be used to analyze the field test responses;</li><li>n) indicate how the results of the item reviews and field test trials are used to revise items as needed;</li><li>o) identify the criteria to be used to select items for the test forms to be used for Listening, Reading, Speaking, and Writing so as to ensure consistent and accurate placement of examinees in the performance categories regardless of test form;</li><li>p) confirm that the items included in forms for each test adequately cover the range of abilities and content for levels four through ten of the four abilities of the CLB so that accurate classification of examinees is possible; and</li><li>q) indicate the number of forms for each of the Listening, Reading, Speaking and Writing tests and the policy and procedures for exposure rates and retirement of a test form.</li></ul> <p><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Report containing degree of fit between the language model used by the TLPT organization and the CLB and the table of specifications or test blueprint for each of Listening, Reading, Speaking and Writing;</li><li><input type="checkbox"/> Instructions and training materials and procedures for test developers to ensure the development of high quality, bias-free items and tasks;</li><li><input type="checkbox"/> Sample items and scoring guides for constructed response items; and</li><li><input type="checkbox"/> Description of procedure for cognitive labs and item tryouts.</li></ul>
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<u>Designation Criteria</u>	<u>Demonstrated Evidence</u>
<p style="text-align: center;"><b>Criterion #3: Test Preparation, Administration and Accommodation</b></p> <p>The administration of the Listening, Reading, Speaking and Writing test forms must provide all applicants with an equal opportunity to produce evidence of their proficiency in listening, reading, speaking and writing. The administrative procedures must be standardized across all administration sites to minimize the effect of test-irrelevant factors on the scores obtained by examinees.</p>	<p><u>Test Preparation</u></p> <p>The TLPT organization should:</p> <ol style="list-style-type: none"> <li>a) prepare and distribute practice materials, instructions of what to bring to the test administration site, frequently asked questions, and the medium in which the tests will be administered (paper-and-pencil, computer based; group administered and individually administered) to all registered examinees prior to the test administration dates so that all examinees understand what will be required of them and the conditions under which they will be tested.</li> </ol> <p><u>Administration Procedures</u></p> <p>The TLPT organization should:</p> <ol style="list-style-type: none"> <li>b) describe the qualifications and experience of the organization's staff responsible for the administration of the Listening, Reading, Speaking, and Writing test forms;</li> <li>c) describe the qualifications and experience of test administrators at the administration sites;</li> <li>d) describe the materials and process to be used to train site administrators about the strict need for security, to order and receive the required number of test forms, ensure that the testing conditions are sound and appropriate, ensure that needed equipment for listening and speaking are in proper working order, verify that the person taking the test is the correct person, monitor the examinees as they take the test forms, administer the listening and speaking tests, complete an administrative report for each sitting describing the administration and any incidences of collusion or any other type of breach of security, and package and return all test materials.</li> <li>e) describe the quality control procedures to be used to monitor the administration of the Listening, Reading, Speaking, and Writing test forms at the</li> </ol>

	<p>different administrative sites; and</p> <p>f) provide the policy for re-taking the tests for examinees who fail to pass.</p> <p><b><u>Accommodation</u></b></p> <p>The TLPT organization should:</p> <p>g) provide the organization's policy for accommodations and avoid modifications to test examinees with special needs (see Annex A of Appendix 2, the Terms and Conditions of the Service Agreement);</p> <p>h) confirm that accommodations can be provided at each test site as needed; and</p> <p>i) demonstrate that ad-hoc testing can be provided, if there are 20 or more individuals requesting testing in one seating and the requestor has the necessary facilities and equipment required to meet the specifications of the agency to securely perform the test.</p> <p><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Administrative Manual;</li><li><input type="checkbox"/> Training Manual for Administrators;</li><li><input type="checkbox"/> Practice Material and Instructions for Examinees;</li><li><input type="checkbox"/> Accommodation Guidelines, Policies and Procedures;</li><li><input type="checkbox"/> Guidelines for ad-hoc testing; and</li><li><input type="checkbox"/> Policy for re-taking tests.</li></ul>
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<b>Designation Criteria</b>	<b>Demonstrated Evidence</b>
<p style="text-align: center;"><b>Criterion #4: Scoring and Analysis</b></p> <p>Accuracy and consistency in scoring test responses are fundamental to the production of reliable scores that can be validly interpreted. Documenting the procedures used to score more complex tasks is especially critical in this respect. Likewise the analyses of the scored responses must be correct and appropriate to help ensure valid interpretations of student performance.</p> <p>Fair and defensible results depend not only on careful planning and administration but also on empirical analysis of the actual results. After the tests have been scored and results computed, evidence should be provided to support the independent consideration of Listening, Reading, Speaking, and Writing when awarding points for language competence in each of these four areas. Correlations among scores across abilities should be examined to validate the assumptions that, while the abilities are related to each other, the scores for each domain (speaking, writing, listening, and reading) can be interpreted independently as well. This analysis should also include information on the approaches that were used to establish fairness and lack of bias for specific sub-groups.</p>	<p><u>Scoring</u></p> <p>The TPLT organization should:</p> <ul style="list-style-type: none"> <li>a) describe the qualifications of the head scorer(s) and the scorers to ensure they are competent to judge the responses of examinees to the constructed response items included in the Listening and Reading tests (if any such items), and in the Speaking and Writing tests;</li> <li>b) confirm that the scorers do not include test administrators and individuals who input examinee responses into the computer or conduct the analyses;</li> <li>c) describe the scoring materials (e.g., scoring guides/rubrics, anchor papers) and procedures to be used to score the examinees' responses to the constructed items included in each of the four test forms, the training to be provided to prospective scorers, and the procedures to be used to ensure that the scores are qualified to score after training;</li> <li>d) indicate how scoring drift will be addressed (e.g., use of calibration papers) and how accurate and consistent the scoring at each scoring site will be assessed (e.g., use of validity papers and double scoring of same papers, respectively);</li> <li>e) indicate the procedure to be followed to ensure that the scoring is consistent across scoring sites; and</li> <li>f) report scoring accuracy and consistency across scoring sites and any changes in the scoring made during the year..</li> </ul> <p><u>Appeal Process</u></p> <p>The TPLT organization should:</p> <ul style="list-style-type: none"> <li>g) describe its appeal process available to examinees to challenge a score, and the charge, if any, associated with an appeal.</li> </ul> <p><u>Analysis</u></p>

	<p>The TPLT organization should:</p> <ul style="list-style-type: none"><li>h) describe the qualifications of the analysts who will conduct the analysis and any training provided to the analysts;</li><li>i) describe and justify the item analysis procedures to be followed to analyze examinee responses to the items included in the reading, listening, writing and speaking tests and to determine the psychometric properties of each test. If item response theory is to be used, then the models used should be identified and justified;</li><li>j) compute correlations among Listening, Reading, Speaking and Writing scores to validate the assumptions that, while the four areas are related to one another as part of the construct of Literacy, the scores for each can be interpreted independently;</li><li>k) describe how examinees' response patterns will be analyzed to identify if there are any problems with item development;</li><li>l) describe differential item functioning analyses to be used to determine if identifiable sub-groups of examinees performed differently on the test items and, if so, what the possible reasons are and what steps are to be taken prior to the release of examinee results;</li><li>m) describe the equating design (equivalent or non-equivalent groups with an internal or external anchor), nature of the set of anchor items if an anchor is used, and the procedure (linear observed or true score, equi-percentile, IRT (CC, FCIP, TCC)) to be used to equate alternate forms of the reading, listening, writing, and speaking tests so as to ensure the scores on each form for each test are comparable and can be validly interpreted in terms of the same construct across test administrations within a year and across years;</li><li>n) report a summary of the psychometric properties of the test forms, the results of the differential items functioning analyses and results of equating at the end of each year;</li><li>o) describe the collusion analyses to be used to ensure that there was no sharing of responses or cheating during test administration and the procedures to be followed to address instances of collusion (e.g., will the examinees' responses be allowed? will training procedures for test administrators be modified?; will administrators</li></ul>
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	<p>of sites in which collusion was confirmed be re-trained or released?);</p> <p>p) confirm breaches of security that confound the interpretation of an examinee's score and/or the integrity of the test forms and provide the information in a format that will allow external evaluation of the system; and</p> <p>q) describe quality control procedures to ensure that the various analyses are correctly and efficiently performed.</p> <p><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Qualifications of staff members within the TPLT organization responsible for scoring constructed response items included in the Listening and Reading tests, if there are any such items, and in the Speaking and Writing tests;</li><li><input type="checkbox"/> Qualifications of scorers;</li><li><input type="checkbox"/> Training manuals and materials to be used to train the scorers:</li><li><input type="checkbox"/> Sample scoring guides or scoring rubrics to be used to score the examinee responses to constructed response items;</li><li><input type="checkbox"/> Qualification of analysts;</li><li><input type="checkbox"/> Analyst's Manual; and</li><li><input type="checkbox"/> Manual for Handling Cases of Collusion and other forms of cheating.</li></ul>
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<b>Designation Criteria</b>	<b>Demonstrated Evidence</b>
<p align="center"><b>Criterion #5: Accurate and Consistent Placement of Examinees</b></p> <p>Accurate and consistent placement of examinees in the performance categories defined in terms of the CLB 2012 for Listening, Reading, Speaking and Writing is of critical importance to the success of CIC's mandate to test and classify examinees for the purposes of point allocation. Consequently, the TPLT organization must demonstrate accurate and consistent placements of examinees within each language domain for CLB 2012 benchmarks four through ten.</p>	<p>The TPLT organization should:</p> <ul style="list-style-type: none"> <li>a) provide qualitative descriptions of examinee performance (i.e., performance standards) for each of the CIC classification categories for Listening, Reading, Speaking and Writing that correspond to the CLB 2012 levels within each classification category;</li> <li>b) describe the procedure (e.g., Angoff or a modification of Angoff, Bookmark, Body of Work) to be used to set the cut-scores required to classify the examinees' level of performance for each of Listening, Reading, Speaking and Writing;</li> <li>c) describe the qualifications of the individuals who will conduct the cut-score setting for each of the four areas.</li> <li>d) indicate the number of judges employed to set the cut-scores for each of the four areas levels and provide their qualifications;</li> <li>e) describe the materials and procedures to be used to train the judges;</li> <li>f) indicate the number of rounds that will be used and if performance data are to be provided after each one of the rounds;</li> <li>g) indicate the degree of agreement among the judges after each round for any cut-score setting completed during the year;</li> <li>h) indicate the method to be used to determine decision consistency (DC) and decision accuracy (DA) for each cut-score for Listening, Reading, Speaking, and Writing and ensure that the method is compatible with the model (classical test score theory, item response theory) used for item analysis and calibration;</li> <li>i) compute the conditional standard error of measurement (CSEM) for each cut-score for Listening, Reading, Speaking, and Writing; and</li> <li>j) summarize and report the values of DC, DA, and CSEM for each completed testing completed during the year for Listening, Reading, Speaking, and Writing.;</li> <li>k) engage external experts to examine the quality of the assignment of examinees to the</li> </ul>

	<b>classification categories to support the adequacy of the placement decisions.</b>
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<u>Designation Criteria</u>	<u>Demonstrated Evidence</u>
<p style="text-align: center;"><b>Criterion #6: Test Security</b></p> <p>The accuracy of the information obtained through valid testing is essential to the successful implementation of the testing program. Because the stakes for many applicants are high, agencies must exercise great care to ensure the scores produced are valid for the persons presenting them.</p>	<p><u>Test Taking</u></p> <p>a) The TPLT organization must describe the testing procedures, including information on the storage of test forms and materials, transportation of the tests to the test site before and after a testing session.</p> <p>b) Ensuring that the individual applying to take the test, for immigration or citizenship purposes, is the one who takes the test is essential. The TPLT organization must describe how it verifies the personal information provided by the client and ensures that the individual taking the test in the same one identified in his or her passport, or in the case where the client is not legally entitled to possess a passport, official national identification.</p> <p><u>Security of Test Reports</u></p> <p>c) The TPLT organization must confirm it has the ability to provide a test report as described in Annex D of Appendix 2, the Security of Test Reports in the Service Agreement (Language Test Report Form).</p> <p>d) It must describe its practices for the reporting of test results which identify which parties are privy to which information.</p> <p>e) The TPLT organization must confirm that it will embed at least one security feature in the assessment report and describe the security feature(s).</p> <p><u>Secure Communications</u></p> <p>f) The TPLT organization must confirm whether it will have a database specific to those clients who have requested a language assessment for the purpose of applying to CIC, and that it will provide its test reports online through an online verification system (OVS) which allows CIC officers to access the test results of individuals applying to immigrate to Canada.</p> <p><u>Fraudulent Reports</u></p> <p>g) If and when the TPLT organization detects fraud, the TPLT organization must describe its internal policies on how it deals with these detections (e.g., notifying the client and CIC, consequences to the client).</p>

	<p><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"><li><input type="checkbox"/> Procedural manual for the administration of the test;</li><li><input type="checkbox"/> <u>Five sample reports</u> or an equivalent statement of assessment outcomes provided to clients, that the TPLT organization produced in the last 12 months reflecting a range of countries and assessment outcomes;</li><li><input type="checkbox"/> Procedural manual for access to an applicant's personal information; and</li><li><input type="checkbox"/> Access to the online verification system.</li></ul>
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<b><u>Designation Criteria</u></b>	<b><u>Demonstrated Evidence</u></b>
<p data-bbox="294 241 674 273"><b>Criterion #7: Communication</b></p> <p data-bbox="189 310 768 573">In order for both the agency and CIC to work effectively at providing persons with designated language tests, communications between the agency and CIC will be maintained on a regular basis. The agency must have the ability to communicate any applicable information related to changes to the testing agency and the services, prior to its occurrence, with CIC.</p>	<p data-bbox="801 241 982 273"><b><u>Advertisement</u></b></p> <p data-bbox="801 310 1428 546">a) The TPLT organization must confirm it will inform clients of information related to the agency and its test, via the organization's website, as well as inform the client of the registration process, costs associated with writing the test, test dates and sites and provide sample questions.</p> <p data-bbox="801 583 1263 615"><b>Supporting documentation required:</b></p> <ul style="list-style-type: none"> <li data-bbox="801 615 1445 709"><input type="checkbox"/> <u>Website Address</u> and any equivalent paper/online material that the agency uses to advertise their tests;</li> <li data-bbox="801 716 1362 783"><input type="checkbox"/> <u>A description</u> of how the agency intends to advertise their testing; and</li> <li data-bbox="801 783 1329 850"><input type="checkbox"/> <u>Sample questions</u> that are made publicly available to potential test takers.</li> </ul>

<u>Designation Criteria</u>	<u>Demonstrated Evidence</u>
<p data-bbox="247 247 710 304"><b>Criterion #8: Protection of Personal Information</b></p> <p data-bbox="185 346 735 441">The Applicant must demonstrate that its practices reflect a commitment to ensuring the protection of personal information.</p>	<p data-bbox="792 247 1024 273"><u>Privacy and Access</u></p> <p data-bbox="792 310 1428 504">a) The TPLT organization must describe in detail its protocols and relevant administrative, physical and technological measures and solutions in order to satisfy the requirements of Appendix 2, the Service Agreement and its Annex A (Terms and Conditions) regarding:</p> <ul data-bbox="850 514 1428 1428" style="list-style-type: none"> <li>• Protection of privacy and preservation of integrity of client personal information and records;</li> <li>• Collection, use and access to client personal information;</li> <li>• Sharing of documents/disclosure of client personal information with other organizations;</li> <li>• Storage of all client personal information and credentials submitted and assessment reports for later retrieval by CIC (CIC will require that documents are retained electronically in a format that can be retrieved for a minimum period of ten years);</li> <li>• Correction of client personal information;</li> <li>• Return of documents to the clients;</li> <li>• Disposal/destruction of any records in any form containing client personal information;</li> <li>• Format and content of any notices to and consents to be signed by clients; and</li> <li>• A statement of whether the organization meets the parameter that information is to be managed, accessible only from within Canada, and that all databases containing information and physical (paper) records are located in Canada.</li> </ul> <p data-bbox="801 1470 1263 1501"><b>Supporting documentation required:</b></p> <ul data-bbox="801 1533 1428 1701" style="list-style-type: none"> <li><input type="checkbox"/> Copy or draft of the <u>consent form</u> that would be provided to clients, by which they would agree to the collection, retention, sharing and access of their personal information; and</li> <li><input type="checkbox"/> Privacy and/or access to information policies.</li> </ul>

<u>Designation Criteria</u>	<u>Demonstrated Evidence</u>
<p><b>Criterion #9: Data Collection and Reporting</b></p> <p>The Applicant must demonstrate that it can collect data and provide reports on their service standards and the language assessment outcomes.</p>	<p><b>Data Collection and Reporting</b></p> <p>a) The TPLT organization must describe the types of data/reports currently collected and produced in regards to processing, timelines and assessment outcomes.</p> <p>b) The TPLT organization is requested to list any limitations, if any, it may foresee in sharing aggregate de-personalised data and statistical information with CIC.</p> <p><b>Supporting documentation required:</b></p> <p><input type="checkbox"/> Report or template of a report of data which can be collected and reported.</p>

## ANNEX F – Additional Evidence Required by October 1, 2014 Based on Designation Criteria

Designation Criteria	Additional information required
<b>#2 Test Development</b>	
<p>In order to be designated by CIC, testing agencies must demonstrate several elements. The TLPT organization must be able not only to demonstrate that each test form for Listening, Reading, Speaking and Writing based on the Canadian Language Benchmarks 2012 (CLB 2012) contains relevant items that together represent what is to be tested, but must also provide sound and appropriate evidence that the scores from each test form can be validly interpreted in relation to the benchmarks in the CLB 2012.</p> <p>It is essential that the theoretical model of second language development to be used to construct test items and assemble the items in the test forms for each of the four areas be congruent with the corresponding part of the CLB. Further, it is necessary that the items in each test form be new to all test takers. Constructing multiple forms and replacing each form using exposure rules or replacing a form that has been compromised is crucial to protecting the validity of test scores.</p>	
<p><b><u>2.d</u></b></p> <p>The TPLT must describe the fit among the language model to be used, the table of specifications for each of the four areas to be tested for levels four through 10 of the CLB 2012.</p>	<p><b><i>Information required:</i></b> Perform and report on analyses of new items and operational data to address whether CELPIP-G distinguishes among CLB levels 4 to 10.</p>
<p><b><u>2.i</u></b></p> <p>The TPLT organization must ensure that the number of items to be developed for each area is sufficient to allow the construction of multiple forms of each test.</p>	<p><b><i>Information required:</i></b> Report on clearer definition of form and projected item development requirements.</p>
<p><b><u>2.m</u></b></p> <p>The TPLT organization must conduct item tryouts of newly developed items and provide the number of respondents, the</p>	<p><b><i>Information required:</i></b> Report on results of piloting of speaking and writing prompts.</p>

<p>representativeness of the sample of respondents in terms of the assessment population and the analysis procedures to be used to analyze the field test responses.</p>	
<p><b><u>2. n</u></b></p> <p>The TPLT organization must indicate how the results of the item reviews and field test trials are used to revise items as needed.</p>	<p><b><i>Information required:</i></b> Report on analyses of items replaced after pilot testing.</p>
<p><b><u>2. p</u></b></p> <p>The TPLT organization must confirm that the items included in forms for each test adequately cover the range of abilities and content for levels four through 10 for each of the four abilities of the CLB so that accurate classification of examinees is possible.</p>	<p><b><i>Information required:</i></b> Report on operational forms.</p>
<p><b><u>2. g</u></b></p> <p>The TPLT organization must indicate the number of forms for each of the Listening, Reading, Speaking and Writing tests and the policy and procedures for exposure rates and retirement of a test form.</p>	<p><b><i>Information required:</i></b> Report on clearer definition of form.</p>
<p><b>#3 Test Preparation, Administration and Accommodation</b></p>	
<p>The administration of the Listening, Reading, Speaking and Writing test forms must provide all applicants with an equal opportunity to produce evidence of their proficiency in listening, reading, speaking and writing. The administrative procedures must be standardized across all administration sites to minimize the effect of test-irrelevant factors on the scores obtained by examinees.</p>	
<p><b><u>3.c</u></b></p> <p>The TPLT organization must describe the qualifications and experience of test administrators at the administration sites.</p>	<p><b><i>Information required:</i></b> Report on implementation of training and certification processes.</p>
<p><b>#4 Scoring and Analysis</b></p>	

<p><b>Criterion #4: Scoring and Analysis</b></p> <p>Accuracy and consistency in scoring test responses are fundamental to the production of reliable scores that can be validly interpreted. Documenting the procedures used to score more complex tasks is especially critical in this respect. Likewise the analyses of the scored responses must be correct and appropriate to help ensure valid interpretations of student performance.</p> <p>Fair and defensible results depend not only on careful planning and administration but also on empirical analysis of the actual results. After the tests have been scored and results computed, evidence should be provided to support the independent consideration of Listening, Reading, Speaking, and Writing when awarding points for language competence in each of these four areas. Correlations among scores across abilities should be examined to validate the assumptions that, while the abilities are related to each other, the scores for each domain (speaking, writing, listening, and reading) can be interpreted independently as well. This analysis should also include information on the approaches that were used to establish fairness and lack of bias for specific sub-groups.</p>	
<p><b><u>4.m</u></b></p> <p>The TPLT organization must describe the equating design (equivalent or non-equivalent groups with an internal or external anchor), nature of the set of anchor items if an anchor is used, and the procedure (linear observed or true score, equi-percentile, IRT (CC, FCIP, TCC)) to be used to equate alternate forms of the reading, listening, writing, and speaking tests so as to ensure the scores on each form for each test are comparable and can be validly interpreted in terms of the same construct across test administrations within a year and across years.</p>	<p><b><i>Information required:</i></b> Report re-examining the assumption that speaking and writing prompts do not require equating.</p>

## ANNEX G – Additional Evidence Required by April 1, 2015 Based on Designation Criteria

Designation Criteria	Additional information required
<p><b>#1 Expertise, Experience and Capacity in Evaluating Language Proficiency</b></p> <p>The TPLT organization must demonstrate in the proposal its expertise in assessing language proficiency in Listening, Reading, Speaking and Writing.</p>	
<p><b><u>1.b</u></b></p> <p>The TPLT must confirm and describe how it maintains and updates its expertise in assessing language proficiency.</p>	<p><b><i>Information required:</i></b> Report on recruitment of experienced staff and support for staff to participate in the professional language testing community.</p>
<p><b>#4 Scoring and Analysis</b></p> <p><b>Criterion #4: Scoring and Analysis</b></p> <p>Accuracy and consistency in scoring test responses are fundamental to the production of reliable scores that can be validly interpreted. Documenting the procedures used to score more complex tasks is especially critical in this respect. Likewise the analyses of the scored responses must be correct and appropriate to help ensure valid interpretations of student performance.</p> <p>Fair and defensible results depend not only on careful planning and administration but also on empirical analysis of the actual results. After the tests have been scored and results computed, evidence should be provided to support the independent consideration of Listening, Reading, Speaking, and Writing when awarding points for language competence in each of these four areas. Correlations among scores across abilities should be examined to validate the assumptions that, while the abilities are related to each other, the scores for each domain (speaking, writing, listening, and reading) can be interpreted independently as well. This analysis should also include information on the approaches that were used to establish fairness and lack of bias for specific sub-groups.</p>	
<p><b><u>4.d</u></b></p> <p>The TPLT organization must indicate how scoring drift will be addressed (e.g., use of calibration papers) and how accurate and consistent the scoring at each scoring site will be</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>

<p>assessed (e.g., use of validity papers and double scoring of same papers, respectively).</p>	
<p><b><u>4.f</u></b>          The TPLT organization must report scoring accuracy and consistency across scoring sites and any changes in the scoring made during the year.</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>
<p><b><u>4.i</u></b>          The TPLT organization must describe and justify the item analysis procedures to be followed to analyze examinee responses to the items included in the reading, listening, writing and speaking tests and to determine the psychometric properties of each test. If item response theory is to be used, then the models used should be identified and justified.</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>
<p><b><u>4.i</u></b>          The TPLT organization must compute correlations among Listening, Reading, Speaking and Writing scores to validate the assumptions that, while the four areas are related to one another as part of the construct of Literacy, the scores for each can be interpreted independently.</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>
<p><b><u>4.k</u></b>          The TPLT organization must describe how examinees' response patterns will be analyzed to identify if there are any problems with item development.</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>
<p><b><u>4.l</u></b>          The TPLT organization must describe differential item functioning analyses to be used</p>	<p><b><i>Information required:</i></b> Report on operational</p>

<p>to determine if identifiable sub-groups of examinees performed differently on the test items and, if so, what the possible reasons are and what steps are to be taken prior to the release of examinee results.</p>	<p>results.</p>
<p><b>4.n</b></p> <p>The TPLT organization must report a summary of the psychometric properties of the test forms, the results of the differential items functioning analyses and results of equating at the end of each year.</p>	<p><i>Information required:</i> Report on operational results.</p>
<p><b>4.o</b></p> <p>The TPLT organization must describe the collusion analyses to be used to ensure that there was no sharing of responses or cheating during test administration and the procedures to be followed to address instances of collusion (e.g., will the examinees' responses be allowed? will training procedures for test administrators be modified?; will administrators of sites in which collusion was confirmed be re-trained or released?).</p>	<p><i>Information required:</i> Report on operational results.</p>
<p><b>4.p</b></p> <p>The TPLT organization must confirm breaches of security that confound the interpretation of an examinee's score and/or the integrity of the test forms and provide the information in a format that will allow external evaluation of the system.</p>	<p><i>Information required:</i> Report on operational results.</p>
<p><b>4.q</b></p> <p>The TPLT organization must describe quality control procedures to ensure that the various analyses are correctly and efficiently performed.</p>	<p><i>Information required:</i> Report on operational results.</p>
<p><b>#5 Accurate and Consistent Placement of Examinees</b></p>	
<p><b>Criterion #5: Accurate and Consistent Placement of Examinees</b></p>	

<p>Accurate and consistent placement of examinees in the performance categories defined in terms of the CLB 2012 for Listening, Reading, Speaking and Writing is of critical importance to the success of CIC's mandate to test and classify examinees for the purposes of point allocation. Consequently, the TPLT organization must demonstrate accurate and consistent placements of examinees within each language domain for CLB 2012 benchmarks four through ten.</p>	
<p><b><u>5.j</u></b> Values of DC, DA and CSEM</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>
<p><b><u>5.k</u></b> External experts examine quality of assignment of examinees</p>	<p><b><i>Information required:</i></b> Report on operational results.</p>