

# EXHIBIT BBB

Case No. 1:14-cv-00857-TSC-DAR

AMERICAN  
PSYCHOLOGICAL  
ASSOCIATIONNational  
Council on  
Measurement  
in Education

April 21, 2014

Dear Member of the Joint Committee to Revised the 1985 *Standards for Educational and Psychological Testing*:

In 1998 and 1999, we, the American Educational Research Association ("AERA"), the American Psychological Association ("APA") and the National Council on Measurement in Education ("NCME"), (collectively, the "Publishers"), commissioned you and other leaders in the educational research, psychology and educational testing fields to contribute information, materials and acumen to the collective work entitled *Standards for Educational and Psychological Testing* (the "Standards"). Since its publication in 1999, the Publishers had and still have the right to use the Standards in print, electronic format any and all other formats then known, now known or hereafter to become known. We are confirming in this letter that you accepted this assignment subject to the following terms and conditions:

1. You delivered manuscript(s) or review(s) of manuscript(s) within the time period established by Publishers. You were reimbursed for reasonable expenses in connection with your work on the Standards, if approved by the Publishers in advance, upon your submission of receipts. Your name appeared in the Preface of the Standards, showing that you were one of its contributors, and you received a free copy of the Standards upon its publication.
2. You acknowledge that the Standards, and all contributions that you made toward completion and publication of the Standards, was and still is considered a "work made for hire" within the meaning of the United States copyright laws, and that the Publishers own all right, title and interest in and to the copyright in the Standards. To the extent that the Standards were not or are not deemed to be a "work made for hire" you hereby assign nunc pro tunc (now for then) to the Publishers all right, title and interest in and to the Standards.
3. Accordingly, the Publishers may also use the Standards for any and all uses and products, in any and all formats now known or hereafter to become known, including but not limited to print, recorded on hard storage media (e.g., CDs, DVDs, etc.), the Internet and online services.
4. You have granted the Publishers the right to use your name in the Standards, in advertising and promotion related to the Standards, and in any and all ancillary products related to the Standards regardless of the formats in which such use occurs.
5. Your contributions to the Standards were wholly original material not published elsewhere (except for material in the public domain or used with the permission of the owner), did not and does not infringe any copyright, and did not and does not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other kind, of any third party.
6. It is specifically understood and intended that you are an independent contractor, and nothing herein is intended or shall be deemed to make you an employee of any of the Publishers.



If the foregoing accurately sets forth our understanding, please sign and date, then scan and return this letter via e-mail attachment to Marianne Ernesto, Director, Testing and Assessment, American Psychological Association, at [mernesto@apa.org](mailto:mernesto@apa.org).

Sincerely,



AMERICAN EDUCATIONAL RESEARCH ASSOCIATION



AMERICAN PSYCHOLOGICAL ASSOCIATION



NATIONAL COUNCIL ON MEASUREMENT IN EDUCATION

Accepted and Agreed:

  
Date: April 21, 2014