



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

MICHIGAN MECHANIC TESTING AGREEMENT for the ADMINISTRATION OF MECHANIC CERTIFICATION TESTS BY AUTOMOTIVE PROGRAMS AND CORRECTIONAL FACILITIES

I. PARTIES

This Agreement made and entered into by _____
(Authorized Administrator)

by and through _____
(School or Program Name)

(the School or Program) and the Michigan Department of State (the Department). The School or Program and the Department are collectively referred to as the "Parties."

II. PURPOSE

The Department is charged by the laws of the State of Michigan, and more particularly by the Motor Vehicle Service and Repair Act (1976 PA 300, as amended; MCL §257.1301 et seq.), with examining a mechanic's ability to perform certain types of motor vehicle repair for which certification is required.

The School or Program desires to examine the competency of mechanics as an adjunct part of its efforts to ensure that trained motor vehicle mechanics possess adequate skills to perform certain motor vehicle diagnostic and repair work. The Department is willing to permit the School or Program to administer competency testing of motor vehicle mechanics who are seeking certification in one (1) or more repair categories through the terms of this Agreement.

III. AGREEMENT

The Parties Mutually Agree:

A. TEST SCHEDULING

The School or Program shall only administer examinations of mechanics at locations that are approved by the Department in advance. The Department may inspect and disapprove the room, facility, or test center where the School or Program proposes to provide testing. Testing dates and times are at the discretion of the School or Program and do not require advance authorization.

B. TEST REGISTRATION

All applicants must be registered through the eservices system in advance of testing. This can be accomplished by providing a URL link for the student to self-register or an employee of the School or Program can register the student directly.

C. TEST ADMINISTRATION

1. Mechanic competency tests to be provided under this Agreement shall consist of computer based, written, and oral tests only. The School or Program shall provide necessary text to voice software, or provide a "reader" for those requiring such, when necessary, for administering the oral test(s). A "reader" shall not be an automotive instructor or licensed mechanic.
2. Whenever possible, a test administered to a group of persons shall be given in a single room.
3. The School or Program shall provide test monitors in the following numbers:

- a. A minimum of two (2).
 - b. One (1) additional monitor for each fifty (50) persons or fraction thereof over one hundred (100).
 - c. Mechanic instructors may act as monitors but may not do so alone.
4. Mechanic competency testing shall be proctored by staff members of the School or Program or by staff member(s) of the Department with assistance from the School or Program, at the discretion of the Department.
 5. The Department shall be permitted to have a staff member or other representative present during the administration of any test(s).
 6. Security of the test content shall be the responsibility of the School or Program during the time of testing. Test questions, in part or whole, shall not be copied or otherwise reproduced for any reason whatsoever unless the Department provides written approval in advance.
 7. There will no template or batch testing allowed without prior approval from the Department.

D. COMPUTER TESTING SERVICES

1. The Department, through agreement with Intellectual Technology, Inc (ITI) [Previously Solutions Thru Software International (STS)], agrees to grant the School or Program a non-exclusive, non-transferable, non-perpetual limited license to access and use the Testing Services, with no limitation as to quantity or volume of tests performed subject to stipulations in Sections I and II of this Agreement.
2. The School or Program agrees not to disassemble, reverse engineer, modify, copy, or reproduce the software; rent, lend, lease, sublet, sublease, subcontract, or otherwise resell or distribute the Testing Services to any third-party; use any software, hardware, or other means to interfere or attempt to interfere with the proper functioning of the Testing Services; or in any other way, use or access the Testing Services in a manner not expressly authorized by this Agreement.
3. Any modifications, updates, or upgrades to the Testing Services, whether made by ITI, or in conjunction with or at the suggestion of the Department or School or Program, are the exclusive property of ITI. This Agreement shall govern any modification, updates, or upgrades that may be provided by ITI to replace and/or supplement the Testing Services during the term of this Agreement, unless otherwise agreed in a writing signed by the Parties.
4. Text to voice software may be used, when necessary, for those students needing the test read to them. The Department and ITI make no assurances that any other software will function with the Testing Services.

E. TEST FEES

1. All mechanic tests are \$6 each. The School or Program will be charged \$6 for each test created in their account. There will be no refunds for tests created and not taken.
2. All tests created through the School or Program account will be billed to the School or Program and invoiced monthly when an account balance exists. This includes both tests created via signup link generated by an instructor or proctor and tests created directly in the system.

F. PAYMENT TERMS AND CONDITIONS

1. All charges incurred through the School or Program account will be billed on a monthly invoice. The monthly invoice will include charges for all services provided during the billing cycle.
2. The entire amount of the School or Program monthly invoice must be paid within 30 days of the invoice date. If we do not receive your payment within 30 days of the date of the invoice, your account will be delinquent. Further requests for services may not be honored until the entire balance due have been received.
3. If the account is delinquent, the School or Program will be responsible for all costs of collection,

including attorney and court fees. An account that remains delinquent for six months may be turned over to the Michigan Department of Treasury for collection. If two or more invoices are in delinquent status due to nonpayment within a 12-month period, the agreement will be subject to termination.

IV. GENERAL PROVISIONS

- A. The School or Program shall indemnify, defend and hold harmless the State of Michigan, the Department, and all of its officers, employees, and agents from and against any and all rights, causes of action, claims, demands, suits, liabilities, losses, damages, and costs, whether such actions are in law or equity, arising out of, based upon, occasioned by or attributable to any act or omission of the School or Program or the School's or Program's examiners or other employees in the performance of this agreement.
- B. The School or Program shall not represent or permit the representation to be made that it is an agent of or in any way affiliated with the Department or the State of Michigan. The relationship of the Parties is that of an independent contractual one, and nothing contained herein shall be construed to constitute the Parties as partners, joint venturers, or agents of one another.
- C. The School or Program shall not discriminate against any applicant or registrant with respect to any matter directly or indirectly related to this contract because of his or her sex, race, color, religion, national origin, ancestry, height, weight, marital status, age or handicap.
- D. The School or Program shall conduct all testing at a location which is accessible to the handicapped or assures that an alternative site which is accessible will be made available. In addition, the school or program is directly responsible for any matters which pertain to any applicable requirement in accordance with the Americans with Disabilities Act (ADA).
- G. This Agreement embodies the entire Agreement and understanding between the Parties hereto. No verbal representation, interpretation, or commitment by any officer, agent, representative, or employee of the Department or the School or Program, either before or after the execution of this Agreement, shall affect or modify any of the terms, conditions, or obligations herein, unless the representation, interpretation, or commitment is expressly stated in this agreement or in a written amendment hereto signed by the duly authorized representatives of the Parties.
- H. This Agreement is not assignable, either in whole or in part, by the School or Program.
- I. The School or Program warrants that no member, officer, or employee of the Department during his or her employ, or for one (1) year thereafter, shall have any interest, direct or indirect, in this agreement without the knowledge and written consent of the Department.
- J. This Agreement, regardless of where executed, shall be governed by, interpreted, and construed in accordance with the laws of the State of Michigan.

V. TERM AND TERMINATION

- A. This Agreement shall take effect upon signing by the Parties and shall remain in effect until terminated or canceled as provided herein. The Department reserves the right to cancel this Agreement immediately upon determining that the School or Program, or a person employed by or acting on behalf of the School or Program, has done one (1) or more of the following:
 - 1. Has failed to comply with or satisfy any of the provisions of this Agreement or the Department's instructions relating to this Agreement.
 - 2. Has falsified any record or information relating to the mechanic competency testing program.
 - 3. Has committed an act which compromises the integrity of the mechanic competency testing program.
- B. Cancellation of this Agreement shall be effective by furnishing the School or Program with written notice of cancellation and will be effective as of the date of the notice of cancellation. The notice shall include a short and plain statement of the facts necessitating the cancellation.

VI. NOTIFICATION REQUIREMENTS

The Department of State may change the Account Terms and Conditions by sending updated terms and conditions to the School or Program. The continued use of the account signifies acceptance of the modified terms and conditions.

VII. SIGNATURES

The person signing this Agreement must have the authority to bind the Party

BY:

BY:

Signature

Signature

**Douglas E. Trutzl, Manager
Business Licensing Section
Michigan Department of State**

Printed name

Date

Title

Date