



## **Agreement to use the Literacy and Numeracy for Adults Assessment Tool**

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### **What is this agreement?**

1. These terms and conditions constitute an agreement (“Agreement”) between the Tertiary Education Commission (TEC) and you, being an educator who wishes to use the Literacy and Numeracy for Adults Assessment Tool (LNAAT). The effective date of the Agreement is the date on which this document is signed and dated by you.
2. The purpose of this Agreement is to set out how the LNAAT and any data collected from the LNAAT, and what you must tell a learner before they use the LNAAT. Maintaining acceptable standards of use will promote confidence and trust in the use of the LNAAT and the information it creates and collects.
3. You will be granted the right to access and use the LNAAT within 10 working days after the TEC receives a signed copy of this Agreement.
4. The TEC may terminate this Agreement and withdraw your right to use the LNAAT if it considers (acting reasonably) that you have breached this Agreement.
5. This Agreement must be read together with the relevant guidelines for using the LNAAT published on the TEC’s website (“Guidelines”).

### **What is the purpose of the LNAAT and how can it be used?**

6. The LNAAT is primarily designed to help educators identify the strengths and weaknesses of learners’ literacy and numeracy skills. This will help educators develop programmes for learners that match each learner’s needs and strengthen their literacy and numeracy skills.
7. The LNAAT allows learners to track their progress over time and enables educators to report on the progress made by groups or cohorts of learners.
8. The LNAAT provides information to the TEC about the literacy and numeracy skills of New Zealand learners.
9. The LNAAT is available for use by any educator that works with learners to improve literacy and numeracy.
10. Further guidance about the purpose of the LNAAT and how it can be used can found in the Guidelines.
11. The LNAAT may be appropriate for other teaching and learning settings, such as teacher training education. If you wish to use the LNAAT for purposes other than those described above in paragraphs 6 to 10, they must obtain approval from the New Zealand Council for Education Research (NZCER).

### **Organisation Administrators and Educators**

12. You:
  - a. must assign at least one administrator to oversee your use of the LNAAT (“Organisation Administrator”); and
  - b. may assign individuals to access and use the LNAAT on your behalf (“Users”).

Organisation Administrators can be assigned as Users.

13. The LNAAT is secured by the Education Sector Logon system (ESL) which is run by the Ministry of Education. Your Organisation Administrator(s) and Users must each have their own ESL log-in for them to access the LNAAT. This will provide:
  - a. your Users with access to the LNAAT and certain functionalities, including the ability to create assessments and access data for learners they are connected to through the Organisation Group functionality within the LNAAT; and
  - b. your Organisation Administrator(s) with access to the LNAAT, the functionalities for Users, and additional functionalities including the ability to create learner records, set up groups and Users profiles, and review aggregate data for the whole organisation.
14. You must contact the Ministry of Education Service Desk as soon as possible after an individual ceases to be an Organisation Administrator or User so the Ministry of Education can cancel that individual's access to the LNAAT.

### **Use of the LNAAT and data from the LNAAT**

15. The items held in an assessment in the LNAAT (including questions, guidance, example responses etc.), and the information about those items, is owned by the TEC. Alteration of the items in an assessment will invalidate the results and potentially break copyright agreements with the original owners of stimulus material. You must not alter the items in any way or reproduce the items for any purpose other than the administration of an assessment that has been created by the LNAAT.
16. You must only use the LNAAT, and the data collected from your use of the LNAAT in a manner that is consistent with the purposes of this Agreement set out in paragraphs 6-10 of this Agreement, the Guidelines, and the Privacy Act 2020. For clarity, data from the LNAAT must not be used to inform a learner's access to study or work opportunities.
17. The TEC holds data from the LNAAT on its servers and uses it for oversight and monitoring purposes.
18. The TEC is able to access and identify individual learner information, but will do so in certain circumstances, such as responding to an individual's request for their personal information. When overseeing and monitoring the use of the LNAAT, the TEC only uses data that is aggregated and anonymised.
19. You may share data collected from your use of the LNAAT with a third party for use in accordance with this Agreement provided that:
  - a. the data is anonymised and aggregated to protect learners' privacy and employee rights; and
  - b. you impose obligations on the third party that are substantially similar to your obligations under this Agreement including obligations around the use of data from the LNAAT (paragraph 16).

### **What must learners be told before they use the LNAAT?**

20. Data created by learners who are using the LNAAT is personal information as defined in the Privacy Act 2020. Therefore, before a learner uses the LNAAT, you must enter into an agreement with the learner that specifies (and records the learner's agreement with) the following:
  - a. the TEC is collecting information that the learner provides on the LNAAT, including information about the learner's literacy and numeracy skill levels;

- b. the TEC will share this information with you and any other educator that the learner enrolls with if the learner is enrolling in a foundation-level programme;
- c. the purpose for the TEC collecting the information and sharing it with you is to:
  - help you identify the strengths and weakness of the learner's literacy and numeracy skills;
  - help you develop programmes for the learner that match the learner's needs and strengthen the learner's literacy and numeracy skills;
  - allow the learner to track their progress over time;
  - enable you to measure your performance and report on the progress made by groups or cohorts of learners;
  - enable the TEC to collect information about the literacy and numeracy skills of New Zealand learners;
  - enable the TEC to provide oversight and monitoring functions of the LNAAT;
- d. the information will be held by the TEC using cloud computing operated in accordance with New Zealand Government standards;
- e. the learner has the right to request access to and correction of any personal information held about them. If the learner wishes to access or update their personal information (or has any questions about the management of their personal information) they should contact the educator that they undertook the assessment and learning with in the first instance. If this is not available, the learner should contact the TEC at [Privacy@tec.govt.nz](mailto:Privacy@tec.govt.nz); and
- f. if the learner has any questions about the management of their personal information, they should contact you or the TEC.

## Summary of your key obligations

21. Without limiting the above terms and conditions, for your convenience your key obligations under this Agreement are summarised as follows:

- a. You must assign an Organisation Administrator to oversee your use of the LNAAT (paragraph 12);
- b. You must contact the Ministry of Education Service Desk as soon as possible after an individual ceases to be an Organisation Administrator or User so the Ministry of Education can cancel that individual's access to the LNAAT (paragraph 14);
- c. You must not alter the items in an assessment in any way or reproduce the items for any purpose other than the administration of an assessment that has been created by the LNAAT (paragraph 15);
- d. You must only use the LNAAT and any data collected from your use of the LNAAT in a manner that is consistent with the purpose of this Agreement as set out in paragraphs 6 to 10 of this Agreement, the Guidelines, and the Privacy Act 2020 (paragraph 16); and
- e. You must enter into an agreement with each learner in relation to their personal information as set out in paragraph 20 of this Agreement.

### Primary contact person

Full Name (printed)

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e-mail address

### Signed by the Chief Executive

Signature

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Full Name (printed)

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e-mail address

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Organisation Name

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Organisation Number  
(EDUMIS number)

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Organisation Type

☐ Te Pūkenga

☐ Private Training Establishment (PTE)

☐ University

☐ Wānanga

☐ Other \_\_\_\_\_

**Confirm the identity of your Organisation Administrator(s)**

Full Name(s) (printed)

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E-mail address(es)

An ESL login, that grants the 'Organisation Administrator' access to the LNAAT is currently:

- ☐ waiting to be processed
- ☐ with the Ministry of Education Contact Centre, awaiting approval
- ☐ approved

**Post, fax or e-mail a signed copy of this agreement to the LNAAT Service Desk:**

Postal address:

Fax to:

Email to:

PO Box 3237  
Wellington 6140

(04) 384 7933

assessforadults@nzcer.org.nz

The TEC's LNAAT Service Desk will acknowledge receipt of this Agreement within eight business hours of receiving this signed document. Access details will be sent to the nominated Organisation Administrator within 48 hours.