

The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Print Name and Title

Name of Agency/Organization

Signature

Date

Address

Phone

Email

City/State/Zip