

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

- ✓ The National Police Officer Selection Test (POST, hereafter), in print form, will be kept in locked files.
- ✓ Access to online POST shall not be granted to unauthorized persons.
- ✓ 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**

Upon receipt of the test order, the user agency will be billed in full for all Online Test Credits ordered. Full payment is due upon receipt of invoice.

**Returns**

Online Test Credits are not able to be returned for a refund. Agencies may keep credits on file to use as needed.

**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.

Users shall be responsible and liable to S&A for the compliance of user's employees, agents, and candidates with the terms of this agreement and for their actions with respect to the POST and all related materials and services. Users are responsible for maintaining control over and ensuring only authorized access to the POST and all related materials, whether made available in hardcopy, electronic or any other form.

**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.

S&A does not guarantee that access to electronic or online versions of the POST will be available to users or their employees, agents, or candidates at all times or without interruption. S&A will not be liable to users or any third party for any such failure of accessibility or impeded accessibility, including without limitation failures due to Internet access, network availability, electronic transmission or use of outmoded equipment.

**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 or services. 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 and that it shall indemnify S&A against all such claims. 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.

*change approved by S&A 6/8/12*

**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 of agent of the user agency who is now, or later becomes, responsible for test administration.

**Termination**

S&A has 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.

**Linda Gorton, Mayor**

Print Name and Title

**Lexington-Fayette Urban County Government**

Name of Agency/Organization

**200 E. Main Street**

Address

**Lexington, KY 40507**

City/State/Zip

Signature

Date

Phone

Email



*Data for Decisions in Management*

*Quality Through Selection*

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