

Annual Online Proctored Test Terms & Conditions of Lease

Fill-in all information; signature is *required*. Email all pages to: heidi@fpsl.com (or fax 916.294.4240).

TEST PRODUCT: Police Aptitude & Character Test (PACT)

ADMINISTRATIVE FEE: \$750

TEST CREDIT FEE: \$20.00

Subject to the following terms and conditions, **Fire & Police Selection, Inc. (FPSI)** hereby agrees to lease to the Lawrence Police Department (Client) the right to use **FPSI's** online entry-level test during the annual period of 10/20/2024 to 10/31/2025. After this time, the FastTest Web link will be inaccessible OR renewed as described. The contract is effective when signed by both parties. Under this contract, both parties agree to the following terms and conditions:

1. It is expressly understood that in selling the right to use its test(s), **FPSI** cannot guarantee compliance with the civil rights laws or the requirements of federal or state enforcement agencies. Nor does **FPSI** agree to stand as surety or otherwise immunize the **Client** from any civil rights liability that may result from the **Client's** use of the test. **FPSI** recommends to the **Client** that a job analysis and validation study would greatly improve the defensibility of the test(s). **FPSI** may provide consultation to the **Client** on a time-and-charges basis, should its entry-level test be challenged.
2. **FPSI** grants to the **Client** a nonexclusive license to install the test link on a single server allowing access to the test link by multiple authorized simultaneous users (at one testing location). **FPSI** shall provide the **Client** with administrative access to the test database for accessing test scores. Upon completion of the test, test takers' scores will automatically be updated into the test database and accessible to the **Client**.
3. **FPSI** retains title and ownership of the test link and Test Materials. The test link and the accompanying written materials are protected by United States copyright laws and international treaty provisions. Therefore, the **Client** must treat the test link and Test Materials like any other copyrighted material (e.g. a book or musical recording). The **Client** agrees to prevent any unauthorized copying of the test link, Test Materials, or shared data with any individual outside of the **Client's** organization.
4. The right to use **FPSI's** test link and Test Materials is leased to the **Client** for the internal use and benefit of the **Client** only. The **Client** agrees not to sell, rent, lease, give, lend, or otherwise disclose or provide the test link and Test Materials to any other employer or entity, or use the test link and Test Materials for the benefit of any other employer or entity. The test link and Test materials may not be reproduced or copied without the written permission of **FPSI**. The **Client** agrees not to provide, disclose, or otherwise reveal the test link and Test Materials to any persons except the members of the **Client** directly and necessarily involved in test administration selections. If compromised in any capacity, the **Client** agrees to pay *all* validation expenses associated with the materials compromised.
5. The **Client** agrees to provide scratch paper materials, developed by **FPSI**, to each test taker and must collect all distributed scratch materials from test takers before they leave the testing room. The **Client** agrees to properly proctor all test takers during the testing process to ensure that the test link and Test Materials are not compromised through in any malicious manner (e.g., audio/visual recordings, writing down test questions, etc.).
6. The **Client** is responsible for the security of the test link. It is understood by the **Client** that any security breaches may adversely affect **FPSI's** future ability to license or lease its Test Materials. **FPSI** reserves the right to terminate the test link without notice if the **Client** fails to comply with any provision of this agreement.



7. The **Client** agrees that neither its officers, agents, employees, representatives, nor any persons in active concert participation with it or them, shall modify, adapt, or alter the Test Materials in any way, or develop any identical or similar tests without the prior consent, in writing, of **FPSI** which shall retain the copyright to all versions of the Test Materials.
8. The **Client** agrees to pay an annual Administrative Set-up fee. **FPSI** will submit an invoice for this administrative fee upon delivery of the online test link. Additionally, the **Client** agrees to pay **for every candidate who registers to take the test**. The **Client** will be given up to three (3) free credits to use for internal testing purposes during the initial set-up of the test on the workstations. All credits used past the three internal credits will be charged at the candidate rate. **FPSI** will submit an invoice on the 1st day of each month for the number of registered test takers in the previous month. Payment is due upon receipt of **FPSI's** invoice. A service fee of one and one-half percent (1-1/2%) per month (eighteen percent [18%] per year) will be charged on all unpaid balances in excess of thirty (30) days past due.
9. To renew this contract for another year and continue to pay for every candidate, the Client agrees to pay the annual fee within 30 days of the annual period *and* receipt of the annual invoice.
10. The **Client** should report any technical issues or problems with the test link or database to **FPSI** immediately upon discovery of such issues. **FPSI** will either rectify the situation internally or with the assistance from the provider of the online testing platform (FastTest Web™). **FPSI** will at all times respond in the most rapid manner possible to minimize interruptions to the **Client's** testing process for all issues related to its Test Materials. **Client** agrees to hold harmless **FPSI** for any technical issue outside of its control but related to the FastTest Web™ "Terms of Use" (attached to this agreement).
11. **FPSI** regularly conducts statistical evaluations of all test items. Occasionally, test administrations will reveal statistical limitation with the effectiveness or fairness of one or more items on a test administration. **FPSI** reserves the right to either remove or modify such items when they are identified. Any necessary changes will first be reported to the **Client** prior to any modifications to the test content.
12. Should the **Client** become the subject of any litigation or investigation by state or federal enforcement agencies arising from the **Client's** use of the Test Materials, **FPSI** will provide consultation on a time-and-charges basis at such hourly rates as may then be current.
13. **E-Verify**. Pursuant to Ind. Code § 22-5-1.7-11, **FPSI**, by entering into this agreement with the **Client**, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. **FPSI** is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this agreement, **FPSI** affirms that it does not knowingly employ an unauthorized alien. **FPSI** further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all of its newly hired employees through the E-Verify program.
14. **Non-Discrimination**. **FPSI** agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

Client Information and Signature

City or Department: _____ State: _____

Name: _____

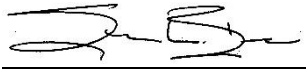
Title: _____

Email: _____

Signature: _____ Date: _____

Fire & Police Selection, Inc. (FPSI)

Date: 10/24/2024

Signature: 

Email: stacy@fpsi.com

Name: Stacy Bell, M.S. Title: President