

## ATTACHMENT B

### DATA SHARING AGREEMENT BETWEEN THE KANSAS STATE DEPARTMENT OF EDUCATION AND THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC., ON BEHALF OF THE CENTER FOR EDUCATIONAL TESTING AND EVALUATION

This Data Sharing Agreement (“the Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between the Kansas State Department of Education (“the Department”) and the University of Kansas Center for Research, Inc., on behalf of the Center for Educational Testing and Evaluation (“the KUCR”).

I. PARTIES. The Kansas State Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from local educational agencies (LEAs) consistent with applicable state and federal laws and subject to the Kansas Student Data Privacy Act (SDPA), as authorized by Senate Bill 367 (2014 Kansas Legislative Session), and the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. §1232g(b) and 34 CFR Part 99.

KUCR is a not-for-profit research foundation that operates for the benefit of the University of Kansas under the administrative jurisdiction of the University of Kansas Office of Research.

II. PURPOSE. The purpose of this Agreement is to document the terms under which the Department is authorized to release to KUCR student data for administering state assessments, and to designate KUCR as the authorized representative of the Department consistent with applicable state and federal laws concerning access to and confidentiality of student data and record information including the SDPA and FERPA. As described herein, KUCR, as the Department’s authorized representative, may have temporary access to student data in the custody of the Department for use in the tasks identified in this Agreement, and under the terms and conditions described in this Agreement and any addenda to it.

III. AUTHORITY. Consistent with the Kansas Student Data Privacy Act (SDPA), the Department may disclose, without written consent, student data submitted to and maintained by the Department’s statewide longitudinal student data system to the authorized personnel of any state agency, or to a service provider of a state agency, educational agency or school who is engaged to perform a function of instruction, assessment or longitudinal reporting.

Consistent with the federal Family Educational Rights and Privacy Act (FERPA), the Department may disclose personally identifiable information from students’ education records to its authorized representative without written consent for use in studies initiated or approved by the Department in connection with an audit or evaluation of Federal or State supported education

programs, or enforcement of, or compliance with, Federal legal requirements relating to such programs. 34 CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). The Department may also disclose personally identifiable information to its authorized representative without written consent for the purpose of conducting studies for or on behalf of the Department, schools, school districts or postsecondary institutions in order to develop, validate or administer predictive tests, administer student aid programs, or improve instruction. 34 CFR § 99.31(a)(6) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(F).

The Department designates KUCR as its authorized representative for the purposes of herein described, and allowing the Department to disclose student data and information, including personally identifiable information, for use in assessments and evaluation as described in the above two paragraphs.

All activities referred to above shall be described in addenda to this Agreement, which shall include project information including but not limited to the purpose and scope of the project, the student data elements that will be disclosed to KUCR, the temporary custodian appointed by KUCR, applicable timelines, additional terms and conditions specific to each project, and requirements for communication and reporting to the Department.

IV. TERMS AND CONDITIONS. To effect the transfer of student data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of student data and personally identifiable information shall always be maintained, KUCR agrees to:

1. In all respects comply with the provisions of the SDPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, the SDPA includes any amendments or other relevant provisions of state law. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Kansas law or regulation.
2. In all respects comply with the provisions of FERPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Federal law or regulation.
3. Name a temporary custodian of the Department's student data for this project. The custodian shall be able to request and receive student data pursuant to this Agreement and applicable addenda to it and to ensure KUCR's compliance with the terms of the Agreement and applicable laws. The Department shall release student data only to the named temporary custodian, who shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received

pursuant to the Agreement and addenda to it, including confirmation of the completion of the project and the destruction of data as required by this Agreement. The Department or its agents may upon request review the records required to be kept by KUCR pursuant to this section.

4. Use data shared under this Agreement for no purpose other than the assessment and evaluation project described in the attached addenda, and as authorized pursuant to the SDPA and FERPA under 34 CFR §§ 99.31(a)(6) and 99.35; or 34 CFR § 99.31(a)(3). Nothing in this Agreement or the addenda shall be construed to authorize KUCR to have access to additional data from the Department that is not included in the scope of this Agreement or under the terms of the project described in the addenda to it, or to govern access to the data by entities other than the Parties. KUCR further agrees not to share data received under this Agreement and addenda with any other entity, contractors and agents of any kind without prior written approval from the Department which may include obtaining approval from the Department's Data Request Review Board. KUCR understands that this Agreement does not convey ownership of data to KUCR.
5. Require all employees, entities, contractors and agents of any kind to comply with this Agreement, and all applicable provisions of the SDPA, FERPA and other federal and state laws with respect to the data and information shared under this Agreement. KUCR agrees to require of and obtain and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement and addenda to it. Nothing in this section authorizes KUCR to share data and information provided under this Agreement and addenda with any other individual or entity for any purpose other than completing KUCR's work as authorized by the Department consistent with this Agreement and addenda to it. The Department or its agents may upon request review the records required to be kept by KUCR pursuant to this section.
6. Upon signing of this Agreement, KUCR shall submit to the Department a list in writing of the KUCR's employees who are authorized to have access to data provided by the Department pursuant to this Agreement. This list shall include name(s), mailing address, telephone number, fax number and e-mail address. Along with the list, KUCR must submit proof that each individual has completed a SDPA/FERPA training within the last calendar year, and a copy of an affidavit of nondisclosure or other documentation indicating their individual agreement to comply with this Agreement, and applicable state and federal laws. These names may be changed as conditions change as long as the described documentation is provided to the Department prior to KUCR granting access to the individual.
7. Provide the Department with periodic status reports during the project term as described in addenda to this Agreement. Status reports shall include but not be limited to progress of the project relative to established deadlines. KUCR shall provide the Department with immediate written notice of any changes to project protocols except as consistent with this Agreement and any addenda to it.

8. Maintain all data received pursuant to this Agreement separate from all other data files and not copy, reproduce or transmit data obtained pursuant to this Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purpose of the project described in the attached addenda. Transmission of a data must be by SECURE electronic systems and/or networks. KUCR agrees to provide to the Department information about the technical storage solution if requested. KUCR agrees to never place data on an unencrypted flash drive, compact disc, laptop, mobile device or other similar device unless the Department first provides prior written permission. All copies of data of any type derived from or otherwise related to data provided under this agreement, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement and addenda to it in the same manner as the original data disclosed by the Department to KUCR. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from KUCR to any other individual, institution or entity.
9. Not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by the SDPA and FERPA, to any entity other than the Department, or authorized employees, contractors and agents of KUCR working as the Department's authorized representative on the project approved by the Department consistent with this Agreement and described in addenda to it. Persons participating in approved projects on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student. No report of these data containing a group of students less than the minimum of ten (10) as determined by the Department shall be released to anyone other than the Department. In addition to utilization of this minimum group size reporting rule, KUCR shall utilize other statistical methods to protect student identity such as the methods described in the Statewide Longitudinal Data Systems (SLDS) Technical Brief 3 published by the National Center for Education Statistics. KUCR shall require that all employees, contractors and agents working on this project abide by that statistical cell size as well as other statistical methods to protect student identity.
10. Destroy all data obtained under this Agreement and addenda to it when no longer needed for the purpose of this Agreement or upon expiration of this Agreement, whichever occurs first. Nothing in this Agreement authorizes KUCR to maintain data beyond the time period reasonably needed to complete the project described in the addenda to this Agreement. Destruction of all data shall comply with the National Institute of Standards and Technology Special Publication (NISTSP) 800-88 standards of data destruction, in compliance with the provisions of the SDPA.

FERPA also requires that KUCR destroy all data obtained under this Agreement and addenda in compliance with 34 CFR §§ 99.31(a)(6)(iii)(b) and 99.35(b)(2). KUCR agrees to require all employees, contractors, or agents of any kind to comply with this provision. KUCR agrees to submit a letter to the Department within 15 days of the termination of this Agreement attesting to the destruction of any data obtained under this Agreement. Neither KUCR nor other entity is authorized to continue research using the data obtained pursuant to this Agreement upon the termination of the Agreement and the project described in addenda to it.

11. Cooperate with any Department and/or independent on-site inspections and audits to ensure that the safeguards described above are maintained by KUCR. The Department reserves the right to conduct audits of KUCR's policies, procedures and systems that are involved in processing and/or safeguarding the data obtained under this Agreement.
12. Report to the Department, within one hour of learning, of any incident or suspected incident involving data obtained pursuant to this Agreement whose confidentiality was breached or is believed to have been breached, or disclosed without authorization or believed to have been disclosed without authorization. This initial notification must be by a phone call to the Department's security representative (Attachment B) with a detailed follow up via letter within two (2) days to the Department's security representative. KUCR will cooperate with the Department in all follow-up activities of the Department, including but not limited to responding to questions, interview of the parties involved, notification of each affected student, if an adult, or the parent or legal guardian of the student, if a minor, of the breach or unauthorized disclosure. KUCR will cooperate with the Department's investigation into the causes and consequences of the breach or unauthorized disclosure.
13. Provide the Department with one electronic and at least one paper copy of the final versions of all approved, released reports and other documents associated with this project. The Department reserves the right to distribute and otherwise use the final approved, released report and associated documents as it wishes, in sum or in part.
14. KUCR may, in order to achieve the goals of this agreement, publish the results, analysis, or other information developed as a result of any research conducted as a function of assessments outlined in Attachment A of the contract based on the data made available under this Agreement in summary or aggregate form, ensuring that no personally-identifiable information is disclosed and that no data from a cell with fewer than ten (10) students will be published.

V. RELATED PARTIES. The KUCR represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance, publication, and destruction or return of data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or use in any way.

VI. PUBLICATION OF AGREEMENT. The Department will, in light of the December 2011 guidance from the U.S. Department of Education, post for public access, a copy of this Agreement within the Data Request History report located on the Department's website.

VII. TERM. This Agreement takes effect upon signature by the authorized representative of each Party and shall remain in effect until December 31, 2015, or until canceled by either Party upon 30 days written notice, whichever occurs first. The Agreement is renewable for one year upon written approval by the authorized representative of each Party.

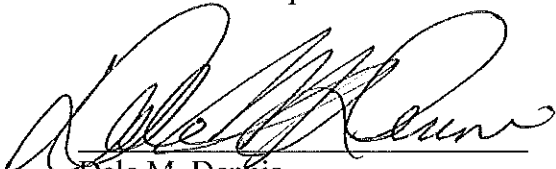
VIII. NONDEBARMENT. The KUCR certifies by its representative's signature hereon that neither it nor its principals have been or are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any agreement similar to this Agreement by any state or federal department or agency.

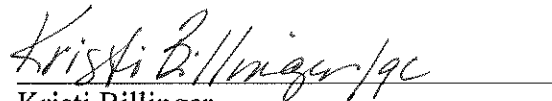
IX. ATTACHMENTS. The provisions contained in the Scope and Purpose Attachment, Security Representative Attachment, and the Contractual Provisions Attachment (Form DA-146a), attached hereto and marked Attachments 1, 2 and 3, are incorporated by reference and made a part of this Agreement as though fully set forth at length herein

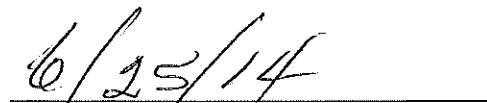
X. SCOPE OF AGREEMENT. This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the Department and the KUCR, and in a manner consistent with applicable State and Federal laws.

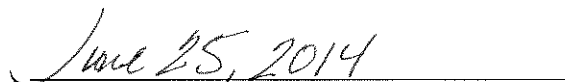
For the  
Kansas State Department of Education

For the  
University of Kansas Center for Research, Inc.

  
Dale M. Dennis  
Deputy Commissioner of Education

  
Kristi Billinger  
Director of Research Administration

  
Date

  
Date

Attachment(s):

Attachment 1 – Purpose and Scope  
Attachment 2 – Security Representative  
Attachment 3 – Contractual Provisions

## Attachment 1 – Purpose and Scope

The Department will disclose student data and personally identifiable information to KUCR in furtherance of the state assessment program for the 2014-15 school year pursuant to the Department's contract number 652-14-1817.

KUCR is a service provider of an educational agency who is engaged to perform an assessment and longitudinal reporting.

Disclosure of student data and personally identifiable information is in furtherance of the audit an evaluation exception pursuant to FERPA, 20 U.S.C. §1232g(b)(1)(C), (b)(3), and (b)(5).

The temporary custodian appointed by KUCR is Nicholas Studt, Manager of Operation, Agile Technology Solutions, [Nicholas.studt@ku.edu](mailto:Nicholas.studt@ku.edu), 785-864-0763.

Data elements provided to KUCR through this agreement:

### KIDS Information

	Create_Date
	Record_Common_ID
D1	Record_Type
D13	State_Student_Identifier
D2	AYP_QPA_Bldg_No
D4	Legal_Last_Name
D5	Legal_First_Name
D6	Legal_Middle_Name
D7	Generation_Code
D8	Gender
D9	Birth_Date
D10	Current_Grade_Level
D11	Local_Student_Identifier
D12	Hispanic_Ethnicity
D14	Current_School_Year
D16	Attendance_Bldg_No
D18	School_Entry_Date
D30	TEST_Comprehensive_Race
D33	TEST_Primary_Exceptionality_Code
D34	TEST_Secondary_Exceptionality_Code
D40	TEST_ESOL_Participation_Code
D56	TEST_Grouping_Math_1
D57	TEST_Grouping_Math_2
D58	TEST_Grouping_ELA_1

D59 TEST\_Grouping\_ELA\_2  
 D60 TEST\_Grouping\_Science\_1  
 D61 TEST\_Grouping\_Science\_2  
 D62 TEST\_Grouping\_History\_Gov\_1  
 D63 TEST\_Grouping\_History\_Gov\_2  
 D64 TEST\_CTE\_Grouping\_1  
 D65 TEST\_CTE\_Grouping\_2  
 D66 TEST\_Grouping\_Pathways\_1  
 D67 TEST\_Grouping\_Pathways\_2  
 D68 TEST\_Grouping\_KELPA\_1  
 D69 TEST\_Grouping\_KELPA\_2  
 D70 TEST\_State\_Math\_Assess  
 D71 TEST\_Math\_DLM\_Proctor\_ID  
 D72 TEST\_Math\_DLM\_Proctor\_Name  
 D73 TEST\_State\_ELA\_Assess  
 D74 TEST\_ELA\_DLM\_Proctor\_ID  
 D75 TEST\_ELA\_DLM\_Proctor\_Name  
 D76 TEST\_State\_Science\_Assess  
 D77 TEST\_Science\_DLM\_Proctor\_ID  
 D78 TEST\_Science\_DLM\_Proctor\_Name  
 D80 TEST\_State\_Hist\_Gov\_Assess  
 D81 TEST\_State\_CTE\_Assess  
 D82 TEST\_State\_Pathways\_Assess  
 D83 TEST\_CTE\_cPass\_Proctor\_ID  
 D84 TEST\_CTE\_cPass\_Proctor\_Name  
 D85 TEST\_ELPA21\_Assess  
 D26 EXIT\_Exit\_Withdrawal\_Date  
 D27 EXIT\_Exit\_Withdrawal\_Type  
 D30 EXIT\_Comprehensive\_Race  
 D32 EXIT\_Primary\_Exceptionality\_Code  
 D40 EXIT\_ESOL\_Participation\_Code

STCO Information

Create\_Date  
 Record\_Common\_ID  
 F1 Record\_Type  
 F12 State\_Student\_Identifier  
 F2 AYP\_QPA\_Bldg\_No  
 F3 Student\_Legal\_Last\_Name  
 F4 Student\_Legal\_First\_Name



F5 Student\_Legal\_Middle\_Name  
 F6 Student\_Generation\_Code  
 F7 Student\_Gender  
 F9 Current\_Grade\_Level  
 F10 Local\_Student\_Identifier  
 F13 Current\_School\_Year  
 F14 Attendance\_Bldg\_No  
 F16 Educator\_Bldg\_No  
 F17 KCC\_ID  
 F19 Local\_Course\_ID  
 F20 Course\_Status  
 F23 teacher\_identifier  
 F24 Teacher\_Last\_Name  
 F25 Teacher\_First\_Name  
 F26 Teacher\_Middle\_Name

get\_Buildings Webservice

Column	Description
org_no	A unique five-character value that identifies the building's organization.
bldg_no	A unique four-digit number that identifies the building.
principal_email	Email of the superintendent unless blank or official organization email
address	Address for building
city	The city where the building is located.
state	The state where the building is located.
zip	The zip code where the building is located.
phone	The building's main phone #.
email	Principal or head teacher or if null building official email
status	Identifies whether the building is currently open. A= Open or active C= Closed P= Pending
AYPbldg	QPA flag determines whether building is an AYP building
date_closed_mmddyy	Date the building is closed if applicable

get\_Organizations webservice

<b>Column</b>	<b>Description</b>
org_no	A unique five-character value that identifies the organization.
org_name	The name of the organization.
superintendent	Name of the superintendent for the district
address	Address of the organization's Central Office.
city	The city where the organization's central office is located.
state	The state where the organization's central office is located.
zip	The zip code where the organization's central office is located.
phone	Name of the superintendent for the district
email	Email of the superintendent unless blank or official organization email

KUCR contracted with the Kansas State Board of Education (KSBE) to assist in the development, administration, scoring, analysis (to include educational studies as directed by the Department) and reporting of the state assessment program for the 2014-15 school year as more fully described in Attachment A to the Department's Contract Number 652-14-1817. In order to conduct many of these tasks, KUCR requires access to the data listed above. Many of these data elements involve personally identifiable information from student records.

The Department collects individual student data from local education agencies and makes that data available to KUCR securely via webservices technologies. The data sets made available to KUCR are based upon and described by the data elements in the above list. KUCR uses the data to make assessments available for individual students, and then returns the individual student data to the Department along with the student's assessment results and other indicators. This process occurs on scheduled basis, often nightly, during the assessment window. KUCR also uses the data to determine student-teacher relationships in order to provide access for teachers to a variety of student assessment tools and analytical reports.

Assessment delivery effectiveness involves the provision (electronic or paper) of the test product to the student and its return to KUCR, including test security. The number of tests released or sent to each specific school will be compared with the number of tests returned at least partially completed from that school. This number should be equal with explanation requested for significant variance. Determination if students taking a non-standard assessment will be compared to students taking a standard assessment with particular attention to individual students taking non-standard in one subject and standard in another.

KUCR will use a variety of methodologies to conduct an internal audit of the returning data for completeness and accuracy. KUCR also will use a variety of methodologies to fulfill their responsibilities as more fully described in the Department's Contract Number 652-14-1817.

## Attachment 2 – Security Representative

Lane Wiley  
Enterprise Architect  
Kansas State Department of Education  
(785) 296-0758 (work)  
(785) 207-7730 (cell)  
[lwiley@ksde.org](mailto:lwiley@ksde.org)

Data request is tracked as FP #2805

CONTRACTUAL PROVISIONS ATTACHMENT 3

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 26<sup>th</sup> day of June, 2019.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.