

SURVEY SERVICES AGREEMENT

Agreement Version: 09012015_1200

This agreement is made between the Survey Sciences Group, LLC d/b/a SoundRocket (SR), and the school identified in the online enrollment form or signature line below ("School"), for the School to take part in the 2016 National Campus Climate Survey ("Study").

RECITALS

The Study is a research study conducted by SR in collaboration with a team of researchers led by William Axinn, PhD (PI) at the University of Michigan. The PI and SR collaborate on the study design and SR executes the study to the decided requirements. In general, the Study involves the administration of a set of questions specified by the PI to School students via a Web-based survey. This study is conducted on behalf of the School, which, to be part of this study, is required to pay a fee to SR to cover the cost of implementation, as described below.

NOW THEREFORE, the parties agree as follows:

- 1) **Study Enrollment.** To participate in the Study, the School must complete a study enrollment form online, which will be accessible from the study websites described in Section 3. Enrollment must be completed online. The completed enrollment form serves as an application by School to participate in the Study. SR and the PI must approve any school seeking to enroll in the Study before that school may participate in the Study. SR and the PI reserve the right to deny enrollment to any applicant or to close enrollment at any time.
- 2) **Study Design.** The scientific and implementation design of the Study are a product of the collaboration between SR and the PI. Participation in the Study does not grant the School the opportunity to modify or change the design of the Study in any way, except as otherwise noted in this document or where the study design is purposefully left to the School to determine (such as with the Custom Questions). Additional information regarding the Study Methodology and the implementation of the Study is set forth in Exhibit A.
- 3) **Study Websites.** Additional information regarding the conduct of the Study is available on www.nationalcampusclimatesurvey.org ("study website"). When services and/or terms described in online information conflict with this agreement, this agreement shall prevail.
- 4) **School Fee.** To participate in the Study, the School must pay a fee as detailed on the study website. This fee consists of two parts:
 - a) **Nonrefundable Enrollment Fee.** On enrollment, schools must pay a \$1000 enrollment fee, which is nonrefundable. Schools will not be considered enrolled in the Study, and will not receive any support in preparing for the Study until enrollment has been accepted by SR and the PI and the nonrefundable enrollment fee has been received.
 - b) **School Participation Fee.** Schools must pay a participation fee, which represents the cost of administering the Study at their school during the correct data collection period. The Study offers three Tiers of service, and several optional services, all of which are detailed on the study website. Schools will receive an invoice from SR that reflects the Tier selection they made in the enrollment process.
 - c) **Payment Received.** A school will be considered PAID on successful completion of a credit card transaction or on receipt at SR's office (950 Victors Way, Suite 50, Ann Arbor, Michigan 48108) of a check. With either payment approach, PAID status may be revoked if payment transaction ultimately fails.
- 5) **Discounts.** The Study may offer participating schools a discount for participation, including, but not limited to early enrollment discounts, rapid payment discounts, and referral discounts. Discounts offered will be documented on the study website.
- 6) **Late Fee.** Once invoiced, school fees are due within 30 days. Payments over 90 days will be assessed a 3% late fee. Late fees, if assessed, may be deducted from any refund amount of partial payment received.
- 7) **School Cancellation / Refund Policy.** A school may cancel its participation in the study, effective upon written notice to SR. Cancellations received by 5pm Eastern Time any day, will be considered received on that date. A cancellation received after 5pm Eastern Time on any day will be considered received on the following workday. A

schedule for cancellations/refunds will be posted on the study website and may vary by which Tier and/or service offered. In all cases, on cancellation, the School forfeits the full Nonrefundable Enrollment Fee. The cancellation/refund policy is intended to represent the approximately work conducted towards the completion of the study at the school, but actual work conducted towards the completion of the study at an individual school is not required in order for fees to be retained after cancellation. This policy reflects the fact that resource and vendor agreements will be made using current information on school participation.

- 8) **Study Cancellation.** The Study may be cancelled due to lack of interest, or any other reason if both PI and SR agree. If the Study is cancelled, all fees paid will be refunded in full (including the Nonrefundable Enrollment Fee).
- 9) **Use of Data/Reports.** The Study reports information in a national normative data set, in some cases, with comparisons to data derived from School. School may publish data and results for the School in any manner School wishes, including in scholarly articles and in presentations at conferences, so long as the published information does not disclose the identity of any individual participant. Summary national data or any peer comparative group data may be used for comparison purposes only and may not be presented alone in any publication or report. Both SR and the PI reserve the right to present national data sets in articles and other settings. All uses of Study report data must attribute the source of that data to the Study, using an attribution statement substantially similar to the following: "Data used in this article were collected as part of the 2016 National Campus Climate Survey. For further information regarding that study, please visit www.nationalcampusclimatesurvey.org". School will give SR and the PI prior written notice if anyone acting under the auspices of the School wishes to publish or otherwise disseminate information regarding the Study, for the purpose of affording SR and the PI an opportunity to respond to the published information in the same forum. SR and the PI reserve the right to terminate this Agreement, effective upon written notice to the School, if anyone acting under the auspices of the School violates this clause or any other term of this Agreement.
- 10) **Additional Services and Terms.** School may request that SR provide services or information in addition to the Study results. SR may accept such a request, subject to the agreement by School to pay an additional fee for such additional work and subject to mutually agreeable additional terms of use related to the additional services or information provided by SR.
- 11) **Schedule and Deadlines.** The School is responsible for meeting all deadlines as provided by SR in the planning, development and implementation of the Study. Schedules will be provided to and updated through the Administrative School Contact and will be provided in the study website.
- 12) **Additional School Requirements.** The School shall perform such additional tasks as specified in the School Participation Guide or as otherwise reasonably requested by SR to conduct the Study.
- 13) **Institutional Survey.** The School may be asked to participate in an Institutional Survey during preparation for or administration of the Study. The School agrees to participate in the Institutional Survey as part of their overall Study participation. The School may refuse to answer any question(s) asked.
- 14) **Deliverables.** The School will receive:
 - i) **Progress Reports.** Reports on the progress of data collection, including response rates, completion rates, and other measures of survey progress will be provided and updated periodically during data collection.
 - ii) **Individual Data.** A dataset in SPSS file format of all survey responses (excluding identifiable data, except where otherwise allowed by this agreement) from the respondents enrolled at the School.
 - iii) **Standard Final Report.** An electronic report of research findings that details the aggregated results of the Study from respondents at the School and the overall aggregated results for all participating schools. If sufficient numbers of schools participate, reports may also include comparative columns, selected by the schools from among options provided by the Study. SR can determine the limit to these comparisons and how they are implemented in the report. Reports will be delivered within two months of completion of the full national data collection (approximately mid- to late-Summer 2016).
 - iv) Any additional deliverable as specified for the service level agreed to between the School and SR.
- 15) **Data Ownership.** SR and the PI shall own all rights in all information and data collected and/or generated in connection with the Study including, but not limited to, the survey instrument, survey responses, and survey methodological data. SR gives the School consent to use the dataset it receives hereunder for its internal business, educational, and research purposes, including in any presentation or publication; provided, however, that all such presentations and publications must include appropriate citations acknowledging the Study, as detailed on the Participating School Guide website.

- 16) **Confidentiality.** The identity of the School and its participation in the Study may be publicly disclosed, but all survey response data published in any reports, publications and presentations related to the Study will be reported in the aggregate, and no individually identifiable information linking such data to a respondent or a participating school will be made publicly available except as required by law. The identities of students who respond to the survey will not be disclosed to the School; nor will the identities of students who do not respond to the survey. SR reserves the right to destroy the link between identifiable respondent information and survey data at any point during the study if it determines it must be done to protect respondent confidentiality. SR will destroy the link between identifiable respondent information and survey data per SR standard policies for safeguarding confidential data. The School agrees not to attempt to identify any individual respondent in any resulting data file provided to the School. The School agrees to follow procedures outlined by the Study on how to securely communicate any confidential data, including but not limited to the list of students selected to participate in the Study.
- 17) **Force Majeure.** Each party shall be excused without liability for failures and delays in performance caused by war, civil war, riots or insurrections; laws, proclamations, ordinances or regulations of any federal, state or local government; loss or lack of Study grant funds; strikes, floods, fires, explosions, or other occurrences or disturbances beyond the control and without the fault of such party. Any party claiming any such excuse for delay or nonperformance shall give notice thereof to the other parties.
- 18) **Disclaimers and Limitations of Liability.**
- a) The School assumes full responsibility for, and all risk of, loss, damage or liability that the School may sustain in connection with its participation in the Study, including, but not limited to, any problems associated with survey administration, data collection or study results.
 - b) If SR does not perform its obligations hereunder or otherwise breaches this Contract for any reason, the sole liability of said parties shall be for SR to refund to the School that portion of the fee for the defaulted service as may have been paid by the School to SR. In no event shall SR be liable for any indirect, special or consequential damages by virtue of any performance or breach hereunder, regardless of whether SR has been advised of the possibility of such damages and regardless of whether the damages were foreseeable.
 - c) Any and all materials, information and/or services provided by SR are provided on an “as is” and “as available” basis without any warranties of any kind, either express or implied including, without limitation warranties of title, non-infringement, merchantability or fitness for a particular purpose.
- 19) **School Contacts.** The contact information for the School personnel who are responsible for administering the School’s responsibilities under this Agreement is listed in the Study Enrollment Form completed by the School. SR may rely on directions given and commitments made by the person listed as the School’s Primary Contact for the Study.
- 20) **Study Contacts.** Contact information for the person(s) at SR who is responsible for the Study is listed in the study website. Additional individual contact information will be made available to schools after enrollment. The School may rely on directions given and commitments made by those persons.
- 21) **Term.** The term of this Agreement shall be from the date of execution (including on-line acceptance, if applicable) by School through December 31, 2016. The term of this Agreement may be extended upon written notice by SR if necessary to complete Study obligations.
- 22) **Independent Parties.** The parties are independent parties and nothing herein shall be deemed to create an agency, joint venture or partnership relationship between or among them.
- 23) **Entire Agreement.** This agreement represents the entire understanding among the parties and may only be modified in writing and duly executed by the parties.

By providing this study agreement as part of the online enrollment form, SR agrees to the terms of this Agreement as of the date approved by the School.

Please indicate your agreement by responding to the question and instructions below.

SURVEY SERVICES AGREEMENT: EXHIBIT A

Study Scope Responsibilities

This Exhibit details the specific study scope responsibilities required of the School and of SR in the implementation of the Study. This document does not detail all efforts/tasks required to complete the study, but is meant as a guide to inform Schools of key elements.

- 1) School Guide.** The specific details of participation in the Study will be documented and kept updated in a “School Guide” that will be made available to the School electronically via a link at the study website or similar open access source.
- 2) Study Language.** The official language of the Study is English. All services, support, and reports will be in English. The School is expected to provide a fluent English speaker to coordinate with the Study team. If approved by the PI and SR, surveys may be made available in additional languages for student responses. However, inclusion of a language other than English in the survey does not mean that the Study team will also allow for alternative languages in general study communications.
- 3) Study Questionnaire.** SR and the PI design the study questionnaire in content and in format. Other than where specifically allowed in this agreement, the School must accept the questionnaire as is without change.
- 4) Study Sample Size.** The School will provide SR with a simple random sample of undergraduate students for inclusion in the Study. Schools are requested to provide a sample of between 2,000-4,000 undergraduate and graduate students, however, that number may deviate under the following conditions:
 - a)** Schools are not limited to the sample sizes listed. Schools may provide any number of cases up to and including their full population, so long as they only include currently enrolled students. SR reserves the right to cap schools at the published enrollment figures available from the U.S. Department of Education, or similar agency. SR also reserves the right to require additional fees to additional cases, and may request additional effort by the School to identify a “base” random sample by providing a variable that identifies the simple random sample cases.
 - b)** Schools with fewer than the specified sample size for the selected Tier of participation are requested to provide their full population of enrolled students.
 - c)** Any school wishing to participate with fewer than the specified sample size for the selected Tier of participation or their full population will require permission from SR and the PI to participate at the reduced level. Such schools will be required to acknowledge the limitations of such participation.
 - d)** Schools may provide (for an additional fee as specified by SR) a comparative sample, which may be a non-random sample, which will be used for internal comparison purposes in school specific analyses.
- 5) Study Sample Required Information.** The School will be required to provide the following information for each student in their sample file:
 - a)** First Name
 - b)** Last Name
 - c)** Email Address
 - d)** Sample Type (1=Simple Random Sample, X=additional supplemental/comparison cases, if applicable)
 - e)** Tier 2 Required Information
 - i)** All Tier 1 information
 - ii)** Current complete mailing information
 - f)** Tier 3 Required Information
 - i)** All Tier 1 and 2 information
 - ii)** Current telephone number(s)

- 6) **Study Sample Recommended information.** SR highly recommends that School provide the following information for each student in its sample file. PI must approve any participation without this information. School acknowledges that without this information, some elements of the study may not be possible.
- Gender
 - Race/Ethnicity
 - Class Standing
 - Age
 - On-Campus vs. Off-Campus resident status
- 7) **Study Sample Custom School Variables.** The School may also provide additional “Custom School Variables”. These variables will be appended to the final dataset as is. While no limit is being set in this agreement, SR reserves the right to set a limit number of variables. The variables will be named in a standardized way by SR. Custom School Variables may not include unique identifiers. SR reserves the right to refuse to accept any variable that it considers as putting respondent identity at risk of disclosure.
- 8) **Data Collection Design.** Data collection will be completed through a web-based survey, with communications coming from SR. Specific communications sent directly to respondents will be detailed in the Study Website and will be approved under the Master IRB approval expected from the University of Michigan.
- 9) **Data Collection Schedule.** The School will be given an opportunity to select a “Data Collection Batch” that works best for their school calendar. Batches may be limited in size, and will be assigned on a first-come first-served basis. Schools that provide all required information for participation on time will be given priority. SR reserves the right to adjust batch dates or batch assignments. Batches will begin no sooner than January 11, 2016 and end no later than April 15, 2016. SR may extend data collection beyond April 15, 2016 if necessary to accommodate multiple schools, so long as the extension does not interfere with delivering the services as described in this agreement.
- 10) **Participant Incentives (National).** Consistent with quality survey methodological standards, the Study will offer incentives for respondents to participate. The incentives will vary by Tier, and will be handled entirely by SR.
- 11) **Participant Incentives (Local).** The School may offer additional incentives for students at their campus to participate. Any incentive offered must be first reviewed and approved by SR and PI, and must be administered by the School. SR may require the School complete specific things, such as obtaining local IRB approval for the incentive and any respondent communication modification that may be required. If needed, the Study will conduct a simple random selection from among all participants at the individual school to support a random drawing incentive, if requested no later than the start of data collection, and will provide the full name and email address of any winners to the school for administration of such an award.
- 12) **Custom Questions.** The School will be provided with the opportunity to include up to 5 custom questions for no additional costs. Custom questions must be submitted to SR via a Custom Question Submission Form no later than November 1 prior to the data collection period. All custom questions will be programmed as optional, non-mandatory questions. No skip logic will be allowed within the custom questions. No “Grid” style questions will be allowed. All custom questions will be presented on one scrollable final page of the survey. Schools may not have an opportunity to test the custom questions prior to the start of data collection. Failure of any custom question cannot be considered as a breach of this agreement – including when custom questions are not included for purposeful or accidental reasons. The primary purpose of this study is on the main questionnaire, and custom questions always take secondary status. Custom questions will be limited to the following question types:
- Single Response Question - Vertical Categories (Radio Button) – NOTE: “Other Specify” is allowed if requested.
 - Single Response Question - Horizontal Categories (Radio Button) – NOTE: “Other Specify” is not allowed.
 - Multi-Response Question (Check Box) – NOTE: Only vertical display allowed & “Other Specify” is allowed if requested.
 - Numeric Response – NOTE: Range validation allowed if lower/upper limits are provided.

e) Text Response – NOTE: Single line, up to 200 characters input space maximum

f) Memo Response – NOTE: Text box, allowing up to 5,000 characters

13) Response Rates. The total responses received will be dependent upon the participation rate of the students at the School. The School is fully responsible for evaluating whether the sample size and the survey protocol selected is sufficient to provide enough statistical power for any desired analysis planned by the School. SR assumes no responsibility or liability for any problems associated with the response rate, including, but not limited to, low student participation, bad contact information, and/or failure of incentives.

14) Human Subjects / Institutional Review Board Approval. While the Study will provide a Master IRB approval, which will come either from the University of Michigan, or a different IRB as determined by SR, the School is responsible for obtaining any Human Subjects or IRB approval or equivalent approval that is required for its participation in the Study. Often we find that the Master IRB approval is sufficient for schools, however nothing that the Study team says should be interpreted as providing guidance for any School in how to navigate their local policies. The School may request information about Study, within reason, as needed for such approval from the Study. The School is responsible for providing proof of such approval to the Data Collection Contact prior to any Study contact with students at the School. If such approval is not required as determined by the School, the School must provide to SR a written statement that the study is exempt from any applicable IRB or similar protocols. SR will provide a template for this letter.

15) Special Services and Deliverables. Special services and additional deliverables will be made available to Schools as part of their participation in the study. SR may require additional fees to be paid for such services. Services will be listed on the Study website.

16) File Hosting / Archival.

a) SR will provide a secure platform for School to post study related documents, including respondent lists, as well as all deliverables during the course of the Study. School agrees that only the assigned individual(s) will use the login credentials to access this space and that every individual accessing the space must have a unique login and password, provided by SR. School agrees to give SR immediate written notice of the termination or change of responsibility of any individual who has access to the study system on behalf of the School, so that SR may revoke that individual's access to confidential data. To ensure confidentiality of the data, access to this space will be terminated for all users as of contract termination. On Study start, SR will provide access to the Study space to TWO individuals, named by the School.

b) The following are additional services available relating to file hosting / archival.

i) Additional individuals may be added for a fee of \$100 each. This access is valid for the standard contract term, and will not be prorated.

ii) Extended access to the file space may be provided if requested prior to contract termination. Fees for extensions will be determined at the time of request.

iii) All extensions and access restorations require an amendment with approval from the primary school contact. If no previously named contacts are available, a department head of the same department must approve the extension where the previous primary contact was employed.