

Please read the following agreement then respond to the question on the page below this document.

SURVEY SERVICES AGREEMENT – Electronic Version F2 (03.02.2020)

This Agreement, (which includes any and all Exhibits or Addendums attached hereto or executed subsequently), is made between the Survey Sciences Group, LLC, d/b/a SoundRocket (SR), and the school identified in the preceding online enrollment form (“School”), for the School to take part in the Multi-Institutional Study of Leadership (“Study”).

RECITALS

The Study is a research study conducted by SoundRocket in collaboration with a team of researchers led by John Dugan, PhD (PI). The PI sets the Study design and SoundRocket executes the Study to his requirements. In general, the Study involves the administration of a set of questions specified by the PI to the School’s 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 SoundRocket 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. The completed enrollment form serves as an application by the School to participate in the Study. SoundRocket and the PI must approve the school seeking to enroll in the Study before the School may participate in the Study. SoundRocket and the PI reserve the right to deny enrollment to any applicant or to close enrollment early.
- 2) **Study Design.** The scientific and implementation design of the Study are at the direction of 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.leadershipstudy.net and/or mysl.net. When services and/or terms described in online information conflict with this Agreement, or Addendums, this Agreement, and any Addendums, shall prevail.
- 4) **School Fee.** To participate in the Study, the School must pay a fee. This fee consists of two parts:
 - a) **Nonrefundable Enrollment Fee.** On enrollment, the School must pay a \$500 enrollment fee, which is nonrefundable. The School 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 SoundRocket and the PI and the nonrefundable enrollment fee has been received.
 - b) **School Participation Fee.** The School must pay a participation fee. This fee is currently set at \$6,400. Early enrollment, defined at <https://www.leadershipstudy.net/costs> may be completed at a discounted rate. Schools must pay both the enrollment fee and school participation fee by the date indicated to obtain the discounted rate. This fee is due within 30 days of enrollment. The School who has not paid the School Participation Fee within 60 days after enrollment will have its support and participation put on hold until the fee is paid. If the 60 day period extends beyond the Refund/Cancellation dates noted below, the Refund/Cancellation dates will prevail.
 - c) **Payment Received.** The School will be considered PAID on successful completion of a credit card transaction or on receipt at SoundRocket’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) **Scholarship or Discount.** SoundRocket or PI may authorize a fee scholarship or discount, at their discretion, to recruit an appropriately diverse population of schools into the Study. Scholarships are discounted pricing that is being supported by the research team or some other entity. Scholarships are generally approved prior to enrollment or are offered publicly and may include specific parameters (such as early enrollment, payment, or other

requirements).

- 6) **Basic Study Schedule.** This enrollment is being conducted for the data collection / study term described as follows:
 - a) **Study Year:** 2021
 - b) **Data Collection Period:** January 2021 - May 2021
 - c) **Study Preparation Year:** 2020
 - d) **Enrollment Closes:** January 31, 2021
- 7) **School Cancellation / Refund Policy.** The School may cancel its participation in the Study, effective upon written notice received by SoundRocket. 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. The cancellation policy will be available on the study website at <https://www.leadershipstudy.net/cancellation>. SoundRocket reserves the right to change the cancellation period at any time. Provided, however, that, if the School asks SoundRocket to expedite its work for the School on the MSL during the period to which the cancellation refund policy applies, SoundRocket may adjust the cancellation refund policy to provide that it will be compensated for the services it has performed prior to cancellation of this Agreement.
- 8) **Overall Study Cancellation.** The Study may be cancelled due to lack of interest, or any other reason if both PI and SoundRocket agree, on or before August 1 of the Study Preparation Year. If the Study is cancelled under this section, 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 the School. The School may publish data collected from students at the School in any manner the School wishes, including in scholarly articles and in presentations at conferences, so long as the published information does not include individual participant identifiers and no IRB or human subjects requirement is violated. National data may be used for comparison purposes only and may not be presented in tables, presentations, reports or publications without permission of the PI. Both SoundRocket and the PI reserve the right to present national data sets in articles and other settings. All uses of the Study report data must attribute the source of that data to the Study, and a requested format for attribution will be made available by SoundRocket or the PI on request.
- 10) **Notice of Publication.** School will give SoundRocket 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 beyond internal assessment purposes, for the purpose of affording SoundRocket and the PI an opportunity to respond to the published information in the same forum. SoundRocket 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.
- 11) **Additional Services and Terms.** The School may request that SoundRocket provide services or information in addition to the deliverables described herein. SoundRocket may accept such a request, subject to the agreement by the 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 SoundRocket.
- 12) **Schedule and Deadlines.** The School is responsible for meeting all deadlines as provided by SoundRocket 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 School Participation Guide.
- 13) **Additional School Requirements.** The School shall perform such additional tasks as specified in the School Participation Guide or as otherwise reasonably requested by SoundRocket to conduct the Study.
- 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 the Survey progress will be provided and updated periodically during data collection.
 - ii) **Individual Data.** A dataset in SPSS file format of all the 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. Reports may also include up to **4 additional comparative columns**, selected by the School from among

options provided by the Study. The School will also be provided with the opportunity (if communicated in writing to SoundRocket no later than November 1 of the Study Preparation Year) to create a custom benchmark grouping that will consist of peer institutions that are participating in the current MSL. The custom benchmark grouping will use up one of the four comparative columns, if selected. The form and content of the report shall be determined in the sole discretion of SoundRocket and the PI, but will be similar to previous MSL reports. Reports will be delivered within two months of completion of the full national data collection (approximately mid-Summer of the Study Year).

- iv) Supplemental Report. If requested, the School may order a supplemental report at an additional fee set by SoundRocket (payable prior to report creation), that will include an additional 5 comparison columns.
 - v) Any additional deliverable as specified for the service level agreed to between the School and SoundRocket.
 - vi) SoundRocket may (but has no obligation to) archive the deliverables described in this section. The School is responsible for archiving all deliverables received by it from SoundRocket. SoundRocket may deliver to the School additional copies of any deliverable retained by SoundRocket, upon request by the School and upon payment by the School to SoundRocket of an additional fee determined by SoundRocket.
- 15) **Data Ownership.** SoundRocket 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. SoundRocket gives the School consent to use the dataset it receives hereunder for its internal business and educational 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 by the PI and/or SoundRocket, 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 any 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. SoundRocket 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. SoundRocket will destroy the link between identifiable respondent information and survey data per SoundRocket 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) **Data Confidentiality.** As described in Section 15 above, SoundRocket may make available to the School a case level analytic data file. Unless the analytic dataset is designated by other elements of this Agreement to include identifiable data, prior to delivering that data set, SoundRocket will use commercially reasonable, good faith efforts, consistent with best practices in the survey industry, to protect respondent confidentiality. Nevertheless, SoundRocket cannot warrant that a case level data set could not be used (alone or in connection with other data) to identify individual survey respondents. SoundRocket strongly recommends that the School utilize security considerations and data protection efforts to minimize the risk of the disclosure of the survey respondent identities as a result of the use by the School of any case level analytic data set provided to the School by SoundRocket. None of the data files produced by SoundRocket for the Study are intended for public use or disclosure.
- 18) **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 the 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.
- 19) **Disclaimers and Limitations of Liability.**
- a) In no event shall SoundRocket be liable for any indirect, special or consequential damages by virtue of any performance or breach hereunder, regardless of whether SoundRocket has been advised of the possibility of such damages and regardless of whether the damages were foreseeable.

- b) Any and all materials, information and/or services provided by SoundRocket 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 or fitness for a particular purpose.
- 20) **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. SoundRocket may rely on directions given and commitments made by the person listed as the School’s Primary Contact for the Study.
- 21) **Study Contacts.** Contact information for the person(s) at SoundRocket who is responsible for the Study is listed in the School Participation Guide that is available to all Study participating schools. The School may rely on directions given and commitments made by those persons.
- 22) **Term.** The term of this Agreement shall be from the date of execution (including on-line acceptance, if applicable) by the School through December 31 of the Study Year. The term of this Agreement may be extended upon written notice by SoundRocket if necessary to complete the Study obligations.
- 23) **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.
- 24) **Entire Agreement.** This Agreement, and any Addendums executed hereto, represents the entire understanding among the parties and may only be modified in writing and duly executed by the parties.

SURVEY SERVICES AGREEMENT: EXHIBIT A

Study Scope and Methodology

This Exhibit A details the specific scope of participation for the School in the Study:

- 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.
- 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 SoundRocket, 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.** SoundRocket and the PI designed the Study questionnaire in content and 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 SoundRocket with a simple random sample of undergraduate students for inclusion in the Study. The School is requested to provide a sample of 4,000 undergraduate students, however, that number may deviate under the following conditions:
 - a) The School is not limited to 4,000 cases. The School may provide any number of cases up to and including its full population, so long as it only includes currently enrolled students. SoundRocket reserves the right to cap the School at the published enrollment figures available from the U.S. Department of Education, or similar agency. If the School provides more than 4,000 cases it must also provide a variable that identifies the simple random sample cases (those in the n=4,000 block). If the School provides a larger sample that is a simple random sample (or a population) it must still provide an identifier for 4,000 simple random sample cases. Any case over 4,000 will be considered as a supplemental sample case and will not be included in the overall national benchmark. If a file is provided without a simple random sample identifier, SoundRocket will select a simple random sample from among the file provided and will consider it as the random sample to be used in the Study. SoundRocket is not responsible for any errors made by the School in the sample selection, nor is SoundRocket responsible for identifying errors that are made.

- b) If the School has fewer than 4,000 enrolled undergraduates it is requested that it provide its full population of enrolled undergraduates.
- c) If the School wishes to participate with fewer than 4,000 students or if the full population of the School is under 4,000, permission from SoundRocket and the PI will be required. In such a case, the School acknowledges that participating with fewer may result in limitations of the usefulness of its participation.
- 5) **Study Sample Required Information.** The School will be required to provide the following information for each student in its sample file:
- a) First Name
 - b) Last Name
 - c) Email Address
 - d) Sample Type (1=Simple Random Sample, X=additional supplemental/comparison cases).
- 6) **Study Sample Recommended information.** SoundRocket highly recommends that the School provide the following information for each student in its sample file. PI must approve any participation without this information. The School acknowledges that without this information, some elements of the Study may not be possible:
- a) Gender
 - b) Race
 - c) Ethnicity
 - d) Class Standing (Year in School)
- 7) **Study Sample Custom School Variables.** The School may also provide up to five additional Custom School Variables. These variables will be appended to the final dataset as is. The variables will be named in a standardized way by SoundRocket. Any provided variable or value labels will be provided back in the final report or deliverable. Custom School Variables may not include unique identifiers unless qualified as a Study Sample Custom School Identifier as described below. Custom School Variables will not be reported in the Study reports, unless specific scope of work has been agreed to between SoundRocket and the School to do so.
- 8) **Study Sample Custom School Identifier.** The School may provide a unique identifier for the purpose of connecting student data to institutional data records after the Study completion. Additionally, this service is only available if permission is granted from both the master Loyola University, Chicago IRB as well as the School IRB. If the School requests this service, but the service is denied or is not available for any reason, the School is required to proceed with the Study without implementing this service. Either IRB may terminate this service up to the day the data is provided to the School. This service may be referred to as the "Data Link" service. Strict adherence to the following guidelines will be required for this service:
- a) Local IRB approval for such inclusion, which specifically acknowledges that they are approving the "Data Link" must be received no later than December 1 of the Study Preparation Year.
 - b) Study PI will submit the local approval to the Loyola IRB and must receive approval prior to data collection. Loyola IRB may not approve this link for the School. SoundRocket is not responsible for any determination by the PI or Loyola IRB.
 - c) When implemented, the consent form used must acknowledge the intent to link the data. SoundRocket does not require any specific language but will abide by any language approved by Loyola and/or the School IRB, so long as it is clear to the respondent that the link may occur.
- 9) **Data Collection Design.** Data collection will be completed through a web-based survey, with email invitations and reminders to students requesting their participation. The following email contacts will be made, at the approximate intervals noted below (specific intervals are subject to change). Only respondents who have not responded and not refused to participate will be reminded. These protocols may be modified for any reason under the direction of SoundRocket or PI or any IRB that is involved in the Study:
- a) Pre-invite Email

- b) Invitation Email (1-3 days following Pre-invite Email)
- c) Reminder #1 (3-5 days following Invitation Email)
- d) Reminder #2 (3-5 days following Reminder #1)
- e) Reminder #3 (3-5 days following Reminder #2)
- f) OPTIONAL Reminder #4 (3-5 days following Reminder #3).

- 10) Data Collection Schedule.** The School will be given an opportunity to select a Data Collection Batch that works best for its school calendar. Batches may be limited in size, and will be assigned on a first-come first-served basis. The Schools participating in the Study that provide all required information for participation on time will be given priority. SoundRocket reserves the right to adjust batch dates or batch assignments.
- 11) Participant Incentives (National).** Consistent with quality survey methodological standards, the Study will offer incentives for respondents to participate. This will consist of a random drawing with ten \$100 prize awards, which will be awarded 60 days after completion of data collection at all Schools participating in the Study through a random drawing of all the Study participants. All students eligible for the Study participation will be given an opportunity to be included in the drawing, regardless of their participation in the Study. The Schools participating in the Study may opt out of the national incentive if they prefer that their students not participate or if their local laws forbid such random drawings.
- 12) Participant Incentives (Local).** The School may offer additional incentives for students at its campus to participate. The School will pay the full cost of providing any additional incentive. To maintain student confidentiality, the Study will select random winners, if that is part of the incentive plan. And, if requested, the Study will send an email to inform incentive recipients of how to collect their incentive. Otherwise, any incentive offered must be fully administered by the School. The School must define for the Study what constitutes eligibility for inclusion in the incentive. The School is responsible for developing incentive plans that are consistent with local laws or institutional policies.
- 13) Custom Questions.** The School will be provided with the opportunity to include up to 10 custom questions as part of the basic service. Custom questions must be submitted to SoundRocket via a Custom Question Submission Form no later than November 1 of the Study Preparation Year. 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. Custom questions will be limited to the following question types:
- a) Single Response Question - Vertical Categories (Radio Button) – NOTE: “Other Specify” is allowed if requested, but it will count as a separate question towards the block of 10.
 - b) Single Response Question - Horizontal Categories (Radio Button) – NOTE: “Other Specify” is not allowed with a horizontal category display.
 - c) Multi-Response Question (Check Box) – NOTE: Only vertical display allowed and “Other Specify” is allowed if requested, but it will count as a separate question towards the block of 10.
 - d) 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.
- 14) 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 is sufficient to provide enough statistical power for any desired analysis planned by the School. SoundRocket assumes no responsibility or liability for any problems associated with the response rate, including, but not limited to, low student participation, bad contact information, failure of email delivery, and/or failure of incentives.
- 15) Human Subjects / Institutional Review Board Approval.** The School is responsible for obtaining any Human Subjects or IRB approval or equivalent that is required for its participation in the Study. The School may request information

about the Study as needed for approval of 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, the School must provide to SoundRocket a written statement that the Study is exempt from any applicable IRB or similar protocols.

16) Special Services and Deliverables. The following special services and deliverables will be made available for selection by Schools participating in the Study:

- a) Coalition Participation. The Schools participating in the Study may create and/or join a coalition of Schools, which may consist of three or more other Schools who are participating in the Study. Coalition formation, services, and requirements will be managed through an Addendum to this Agreement.
- b) Non-English Language and Non-U.S. Cultural Questionnaire Translations. The School may administer non-English language and non-U.S. cultural translations of the survey to its students. Additional costs, terms and conditions may apply and will be managed through an Addendum to this Agreement.

17) File Hosting / Archival.

- a) SoundRocket will provide a secure platform for the School to post Study related documents, including respondent lists, as well as all deliverables during the course of the Study. The School agrees that only the assigned individuals 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 SoundRocket. The School agrees to give SoundRocket immediate written notice of termination or change of responsibility of any individual who has access to the Study system, so that SoundRocket may remove that individual's access to confidential School and student data. To ensure confidentiality of the data, access to this space will be terminated for all users as of contract termination or acceptance of all deliverables, whichever occurs first. Upon the start of the Study, SoundRocket will provide access to the Study space to up to TWO individuals, named by the School. The School may request access to extend beyond two individuals or for a duration beyond what is described above. Such extensions may require additional fees or other limitations. The School acknowledges that access to this space beyond the termination of this contract may not be possible. SoundRocket reserves the right to change the software used for document sharing as necessary to fit their business needs.