

**Memorandum of Understanding
Between
Texas A&M
University
and Westat, Inc.**

This Memorandum of Understanding (MOU) is entered is dated and effective as of the 6th day of August, 2018 ("Effective Date"), by and between

Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter known as the "the University"), with offices located in College Station, Texas, and Westat, Inc. with offices located at 1600 Research Boulevard, Rockville, MD 20850 ("Westat"), collectively hereinafter known as the "Parties."

In consideration of the promises below and other good and valuable consideration, the Parties agree as follows:

Article 1. General

Westat responded to a request for proposals put forth in 2018 by the Association of American Universities (AAU) to develop, administer and analyze data from a web-based survey to measure the incidence and prevalence of sexual misconduct and campus climate on university campuses herein after referred to as ("Survey"). Westat was awarded the contract in May 2018.

University is a member of the Association of American Universities (AAU).

Westat is a research company with primary responsibility for the Survey design, administration, data analysis and reporting, and data security.

The 2019 AAU Survey is based, in part, on the 2015 Survey instrument developed by Westat, in collaboration with the AAU Survey Design Team (SDT). (That survey was based, in part, on the survey developed by the White House Task Force to Protect Students from Sexual Assault, which was included in the www.notalone.gov April 2014 Report.) Westat will make necessary adjustments to the 2015 Survey instrument based on the expertise of the AAU SDT, as well as Westat's in-house content experts. Westat will develop the online 2019 Survey and implement it with participating universities using a census approach with an embedded representative sample.

Cost of survey: The survey will cost \$47,500 per school.

Article 2. Designation of Campus Points of Contact

A. **University Coordinator(s).** *The University agrees* to appoint a University Coordinator(s) (“Coordinator”) to mobilize and coordinate key university stakeholders to complete tasks and meet deadlines associated with this effort. The Coordinator will be identified by June 29, 2018. The Coordinator will correspond with Westat’s Project Director and project team. At a minimum, the Coordinator will have the following qualifications:

- An understanding of university policies around the promotion and administration of ethical and responsible research on campus;
- An understanding of the University’s IRB policies, procedures and schedule;
- The ability to work with their counterpart at Westat (School Liaison) to complete tasks and meet deadlines.
- The Coordinator will be responsible for presenting to Westat decisions made by University stakeholders regarding study procedures and processes.

B. **Financial Point of Contact.** *The University agrees* to identify a financial contact for vendor by June 29, 2018.

Article 3. Definition of Student

For the purposes of this effort, Westat and AAU agree to define “student” as anyone enrolled in a degree program at the university. If universities want to include students enrolled only in online degree programs, the university will agree to include a variable on the Survey to allow those students to be identified as online students for analysis purposes. Finally, if there is any other category of student that schools wish to include (e.g., postdoctoral students), Westat will first determine what the sampling and estimation issues are for adding such “students” and will then make recommendations to the school about including them.

Article 4. IRB Package and Approval

A. *Westat agrees* to provide the University with its IRB submission package (including a copy of the Survey and related procedures) that the University can use to guide the development of its own IRB submission package. Westat will provide the University with its IRB submission package by September 28, 2018. The final submission package will be provided to the University in late December 2018, after Westat receives IRB approval.

B. *The University agrees* to obtain IRB approval for the Survey and related procedures by January 15, 2019.

Article 5. Sampling Data and Incentives

Westat recommends institutions implement a census administration of the Survey with an embedded representative sample (n = 5,000). To increase response rates, incentives (between \$5 and \$25) for the embedded sample are recommended. Each institution will be responsible for the costs associated with the institution's chosen incentive plan.

However, Westat will not require institutions to select a representative sample or incentivize students and will work with each institution to determine the institution's needs.

Institutions that implement a census survey with a representative sample, or institutions that implement the Survey to a representative sample will be required to submit specific information to include, at a minimum, the following:

- A dataset of registrar data of the entire student body to be surveyed to include: email addresses and such demographic information as age, gender, race/ethnicity, and year of study;
- The dataset must be in an electronic form such as an Excel, SPSS, or SAS file;
- The dataset should include proper documentation (e.g., a data dictionary or code file) that Westat statisticians can use to understand the organization and content of the dataset.

Westat will be available to provide guidance to the University to complete the sampling tasks. The sampling data will be due to Westat no later than October 30, 2018.

C. COMPLIANCE WITH LAWS

Westat agrees to comply with all laws, including but not limited to federal, state, and local laws, and statutes, regulations, ordinances, and license requirements. Westat shall obtain all licenses and permits and pay all fees required to comply with such laws and regulations. The Survey shall be a Westat-controlled survey, and Westat shall ensure that it provides incentive gifts to Survey participants and that it complies with all applicable laws, including but not limited to all laws regarding the award of incentive gifts associated with the Survey.

Article 6. Data Sharing Agreements

A. *The University agrees* to enter into a data sharing agreement with Westat, the details of which will be included in a forthcoming Data Sharing Agreement. At a minimum, the agreement include the following terms and conditions:

- *The University agrees* to provide Westat with sampling data, as documented in Article 4 of this document, via a secure file transfer protocol (FTP);
- *Westat agrees* to provide the University with its own draft data files on July 1, 2019, with final data files delivered on September 2, 2019 via a secure data transmission site.

B. Confidentiality and Nondisclosure.

During the term of this MOU, Westat may learn or come into possession of nonpublic proprietary and confidential information related to University's operations, including student Survey data (the "Confidential Information"). Both during and indefinitely after the term of this MOU, Contractor will use diligent efforts to maintain in confidence and use Confidential Information only for the purposes contemplated in this MOU.

Specifically, confidential information will be used only to draw samples for the online Survey implementation.

Westat will not use any of the data included in this project to identify any individuals.

Article 7. Survey Period

The Survey field period will run from February 1 to May 10, 2019. The "open" survey period for each university will be 30 days. Universities can choose the 30 day period during which they want the Survey to be open; should schools desire a shorter or longer survey period, we can discuss this with them, in an attempt to accommodate their needs. To accommodate the closing date of May 10, 2019, the last 30 day period available will be from April 2 through May 10, 2019.

Article 8. Survey Promotion

A. *Westat agrees* to develop and provide Survey promotion recommendations and materials with generic, but relevant and innovative templates and guidelines for each school's designated survey population (e.g., undergraduate and graduate students). The University will have full discretion over how the Survey is promoted with its students, including if and how the University uses the materials Westat develops for this purpose.

B. *The University agrees* to promote the Survey with its student body, with promotion activities to begin at the discretion of the University. However, the period in which these activities are implemented should be sufficient to raise awareness of and interest in the Survey by the student body.

Article 9. Help Desk Services

Westat agrees to provide university-specific email and telephone help desk services and resource information to students throughout the Survey period. Specifically, help desk services will be available during pre-specified hours, as recommended and approved by Westat's IRB, and determined in consultation with participating schools. Help desk services will be available to answer technical questions related to Survey completion and provide university-specific resources to students who request or require them.

Article 10. Commitment to the AAU Survey

A. *The University agrees* not to add or subtract from the Westat IRB-approved core Survey with the exception of: (1) questions within the core Survey referencing campus-specific resources and policies; and (2) questions within the core Survey requiring campus-specific demographic information. For the latter, Westat will work with universities to ensure the demographic information collected meets their information needs. For example, some universities may wish to include a variable that allows them to determine which “college” or “division” or “school” a student is enrolled in or on which campus they are enrolled.

Article 11. Survey Customization

A. Westat will provide the AAU, the AAU Survey Design Team, and eligible IHEs with a list of customization options and related additional costs, by June 15, 2018, which must include but is not limited to those outlined in the proposal submitted to AAU in response to its March 2018 RFP. IHEs are not required to take advantage of these options. If one or more options are elected, the draft option must be provided to Westat by August 17, 2018, and completed by September 30, 2018. That is, for example, if a school elects to develop a 20 item module, the draft module must be provided to Westat by August 17, 2018 and completed, reviewed and approved by our team of customization experts by September 30, 2018.

Westat is offering the University the following opportunities to customize the Survey at the costs presented here:

- Customized modules. These are modules of items that can be placed (together) at some predetermined area of the Survey:
 - Up to 5 items: \$4,578
 - 6 – 10 items: \$9,156
 - 11 – 15 items: \$13,734
 - 16 – 20 items: \$18,312
- Interspersed items. These are items that can be interspersed throughout the core Survey, with some limitations:
 - Up to 7 items: \$18,312

Universities may elect to develop modules or interspersed items on their own or in collaboration with other schools. If the University chooses to work collaboratively with other schools, the costs will be negotiated as follows:

- Several schools share questions (and related data tables): Costs will be split proportionally amongst the schools.
- Several schools share questions, but desire different data tables: Costs will need to be negotiated with Westat in consideration of the nature and scope of the tables desired.

IHEs electing one or more customization option will receive an amended MOU detailing their chosen option.

Article 12. Data Quality Control and Data Processing

A. *Westat agrees* that data quality measures will be integrated into all stages of the Survey design. Web programmers will create and test the instrument, and the Survey will incorporate online validations to prompt respondents to check their answers for missing or inconsistent information. Quality control procedures also include post-programming and evaluation testing to ensure that data are captured according to specification and programming embedded edit and logic checks. Throughout the data collection, incoming data will be subject to review for quality and completeness.

Upon the close of data collection, Westat will generate the analysis database, code data, as needed, and conduct analyses to verify and validate data. The data will be loaded into a SAS database, analytic variables will be derived from Survey data, and open-ended responses will be coded. Westat will identify potential data validity concerns through several methods, including examining the data for unusual distributions or patterns of missing data and identifying outliers. Westat will conduct nonresponse analysis at this time, using information from the sampling frame to make appropriate nonresponse adjustments. The data will be reviewed to identify cross-tabulations and cell counts that could be potentially identifying, and will take appropriate measures (e.g., swapping and perturbation) to avoid identity disclosure.

Article 13. Data Analysis and Dataset Delivery

A. *Westat agrees* to provide the University with its own draft findings and data files on July 1, 2019, and final findings and Survey data file by September 2, 2019. Time is of the essence regarding the foregoing delivery dates.

B. *Westat agrees* to consult with the University to review preliminary findings and discuss any additional analyses that the University may find informative.

C. *Westat agrees* to be available to universities from July 1, when draft reports are released, to September 2, 2019, when final reports are released to clarify and answer questions about Survey findings.

Westat will analyze data and generate a draft and final findings report for each university. A separate Excel file for each university, and corresponding data dictionary (including variable names and labels, Survey response codes, and range values) will be provided to each university on July 1, 2019.

The dataset delivered to the University will undergo a disclosure analysis to minimize breaches in confidentiality. Fundamentally, the review will assess whether variables in the files have to be collapsed or taken off the file to ensure that individual respondents cannot be identified by a data user.

D. *Westat agrees* to provide AAU aggregate data and aggregated data report (via FTP) that will be used in AAU communications. In addition, upon completion of the Survey data analysis, Westat will provide AAU a cleaned, de-identified data set by November 30, 2019, which will either be added to the current data repository at ICPSR or to some other data repository, as chosen by AAU.

Article 14. Embargo on Survey Findings and Publicity

A. The University agrees to abide by AAU's embargo on survey findings. The embargo states that universities agree not to publish or communicate Survey findings internally (to the student population) or externally (to any external party) from July 1, 2019, when draft findings and data files are released to AAU and the universities, to October 1, 2019, when final findings are released.

Article 15. Anonymity and Confidentiality

A. Confidentiality of respondent data is an extremely important issue, particularly given the very sensitive nature of the Survey. The web site will utilize HTTPS for secure data transmission to and from the database. The database will be located in Westat's secure data zone, which can only be accessed directly by the web application. Personally identifiable information (PII) such as email addresses will be stored encrypted in the database. Respondents will remain anonymous and their email addresses will not be linked, in any way, to their responses. After the Survey period ends, email addresses will be purged from the encrypted database.

B. Westat agrees to begin the COC application process in June 2018, with the expectation of receiving the certificate by January 2019. Based on our past experience with the COC application process, we cannot be assured of receiving a COC within our data collection period; however, "individuals who participate as research subjects (i.e., about whom the investigator maintains identifying information) in the specified research project during any time the Certificate is in effect are protected permanently, even if the subject gave the researcher data before the Certificate is issued.¹ This means that Survey data will be protected even if we receive the COC after the data collection period ends.

C. Certificates of Confidentiality are issued by the National Institutes of Health (NIH) to protect identifiable research information from forced disclosure. They allow the investigator and others who have access to research records to refuse to disclose identifying information on research participants in any civil, criminal, administrative, legislative, or other proceeding, whether at the federal, state, or local level. By protecting researchers and institutions from being compelled to disclose information that would identify research subjects, Certificates of Confidentiality help achieve the research objectives and promote participation in studies by helping assure confidentiality and privacy to participants.

D. Westat hereby acknowledges responsibility to comply with all applicable University policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by University and provided to Westat prior to performance under this MOU.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by University to be essential to the continued performance of the mission of University, the unavailability of which would result in consequences to University.

¹ <http://grants.nih.gov/grants/policy/coc/faqs.htm#354>

In the event Westat should obtain or be granted access to Confidential and/or Mission Critical Information of University (“University Information”), Westat will keep and protect University Information confidential to no less than the same degree of care as required by University policies, rules and procedures. At the expiration or early termination of this MOU, Westat agrees to return all University Information or agrees to provide adequate certification that the University Information has been destroyed. Westat, its employees, agents, contractors, and subcontractors shall use the University Information solely in connection with performance by Westat of the services provided to University pursuant to this MOU, and for no other purpose. Should Westat, its employees, agents, contractors, or subcontractors acquire other University Information during the course of this MOU, it shall not be used for Westat’s own purposes or divulged to third parties. Westat shall comply with all terms and conditions of any University non-disclosure agreement applicable to this MOU. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this MOU and the eligibility for Westat to receive any University Information from University for a period of not less than five (5) years.

Both parties shall each provide contact information for specific individuals. The designated contact for University shall be Dr. Robin Means-Coleman, Vice President and Associate Provost for Diversity, 1360 TAMU, College Station, TX 77843-1360, Telephone: (979) 458, 2905, Email: rrmc@tamu.edu. The designated contact for Westat shall be Susan Chibnall, Ph.D., Project Director, Westat, 1600 Research Blvd., Rockville, MD 20850, Telephone: (301) 610-5108, Email: SusanChibnall@Westat.com. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should Westat have a need to access University Information, that request shall be directed to University’s designated contact. Further, Westat is responsible for reporting all security breaches directly to University. University’s designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for University and University’s Chief Information Security Officer (ciso@tamu.edu).”

E. Westat and its employees, agents, contractors, and subcontractors will adhere to all Texas and Federal law that regulates the confidentiality and protection of the confidential information and shall ensure proper notification of any breach thereof required under relevant law including, but not limited to, the requirements pertaining to the security, confidentiality, and privacy of the confidential information set forth in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Westat agrees to indemnify and hold harmless University for any damages, costs or expenses finally awarded against University in any legal action as a direct result of Westat’s failure to comply with its obligations to University under this MOU with respect to the nondisclosure of confidential information protected under FERPA.

Article 16. Survey Release

AAU has agreed to publicly release the Survey after the data collection period closes on May 10, 2019. Because universities will have access to the Survey prior to the public release date, universities agree that they will keep the Survey confidential until after the data collection period ends. This means that universities agree not to distribute the Survey to any internal or external party until the Survey has been publicly released.

Article 17. Transferability

The terms and responsibilities outlined in this MOU are not transferable and may not be subcontracted or assigned without the prior consent of the other party.

Article 18. Notices

All Parties agree to notify the other party immediately upon receipt of any legal, investigatory or other demand for disclosure of any identifiable information.

All notices and requests hereunder by either party shall be in writing and directed to the address of the Parties, as follow:

Dr. Robin Means-Coleman
Vice President and Associate Provost for Diversity
1360 TAMU
College Station, Texas 77843-1360
rrmc@tamu.edu
(979) 458-2905

Susan Chibnall, Ph.D.
Project Director
Westat
1600 Research Boulevard
Rockville, Maryland 20850
SusanChibnall@Westat.com
(301)-610-5108

Article 19. Miscellaneous

Notwithstanding anything in this MOU to the contrary, the individual University survey reports and unit record data shall be owned by the University, shall be delivered by Westat solely to the University, and shall not be shared with AAU. Westat shall indemnify and hold harmless the University and its officers, directors, employees and agents from any and all claims, damages, suits, costs and expenses (including attorneys' fees) arising out of or relating to any act or failure to act by Westat pursuant to this MOU.

Article 20. Entire Agreement

This MOU, including but not limited to the Financial Agreement and Exhibits entered into between the Parties on August 6, 2018, and attached and incorporated herein, contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind the Parties hereto, or to vary any of the terms contained herein.

Notwithstanding the foregoing, the parties acknowledge that this MOU shall not be effective unless and until each party has first sign separate related agreements with AAU to cover the funding and the execution of the Survey.

IN WITNESS WHEREOF, the Parties hereby execute this MOU on the date set below their respective signatures.

Texas A&M University

Print Name: Robert C. Bounds

Title: Director, Procurement Services


Signature: [Handwritten Signature]

Date: 8.6.2018

Westat, Inc.

Print Name: Patrick Coleman

Title: Vice President

Signature:  DocuSigned by:
92A0C0470E80485...

Date: 8/7/2018

Financial Agreement
Between Texas
A&M
University
And Westat

This Agreement is entered into effective as of the 6th day of August 2018 (“Effective Date”), by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter “University”) with offices located in College Station, Texas and Westat, Inc. (“Westat”), with offices located at 1600 Research Blvd, Rockville, MD 20850, collectively hereinafter known as the “Parties.”

The Association of American Universities (“AAU”) has contracted with Westat on behalf of the university community to develop, administer and analyze data from a web-based survey to measure the incidence and prevalence of sexual misconduct and campus climate on university campuses (herein after referred to as the “Survey”). Westat agrees to perform, in a good and businesslike manner, the services listed in the “Statement of Work” (“SOW”), which shall include the production of the List of Deliverables (“Deliverables”).

Attached for your reference are documents provided to AAU by Westat in the execution of this arrangement:

- Eligibility Requirements (attached hereto as Exhibit A)
- Statement of Work (attached hereto as Exhibit B)
- A projected budget (per university) (attached hereto as Exhibit C)

AAU agrees that the individual university survey reports and unit record data shall be owned by and delivered solely to the respective university and shall not be shared with AAU. AAU will receive aggregate data and aggregated data reports that will be used in AAU communications as appropriate.

The term of this Contract is from the Effective Date to December 31, 2019. Once this Agreement is executed, University understands that this Agreement may not be terminated and that University is obligated to make full and timely payments of invoices, unless there is a material uncured breach by Westat causing AAU to terminate the survey project.

Westat has agreed to be the conduit between AAU and universities for the financial arrangements. By signing this Agreement, the University agrees to pay Westat for the University's portion of participating in the survey on sexual misconduct and campus climate on university campuses. University agrees to make such payments in a timely manner upon receiving an invoice from Westat.

An estimated budget based on the projected tasks for a university totaling \$47,500, but the actual price for each university may vary. See Exhibit C for further details.

Each participating university will designate a Financial Point of Contact. The University will be receiving from Westat an invoice for each elected survey option. Universities must submit payment within 30 days from the date of invoice. Invoices will be submitted electronically to the financial points of contact.

Each invoice will include relevant information for participating universities to include:

1. Westat's name, address and invoice date;
2. Invoice number (numbered consecutively);
The breakdown of the survey option pricing and any university-specific costs;
3. Name and title (if applicable), e-mail address, telephone number, and complete mailing address of the responsible person to whom payment is to be sent;
4. Westat's Federal Tax I.D. number;
5. Any additional substantiating documentation or information as may be required by AAU;
6. Any applicable credits;
7. A certification that reads substantially as follows: "I hereby certify, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment, therefore, has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement".
8. Signed by an authorized official of the organization.

The University agrees to abide by AAU's embargo on survey findings. The embargo states that universities agree not to publish or communicate Survey findings internally (to the

student population) or externally (to any external party) from July 1, 2019, when draft findings and data files are released to AAU and the universities, to October 1, 2019, when final findings are released.

If there is a dispute on any invoice, the University shall notify Westat within 10 business days. The University has a reasonable period (and in no case less than 30 days) to dispute any invoices from Westat, including challenges to the quality and completeness of deliverables. The parties shall negotiate in good faith to resolve such disputes.

All notices under this Contract shall be in writing and shall be sent by United States Postal Services, Certified Mail, Return Receipt Requested, any overnight delivery service such as FedEx or UPS, postage prepaid, facsimile or electronic mail to:

Westat, Inc.: Rod Mohadjer, Associate Director

Address: 1600 Research Blvd., Rockville, MD 20850

Email: rodmoahdjer@westat.com

University: Joseph P. Pettibon, II, Vice President for Enrollment and Academic Services

Address: 1248 TAMU, College Station, TX 77843-1248

Email: jpp2@tamu.edu


With a copy to: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
contracts@tamu.edu

The parties agree to the State Contracting Requirements as provided in the attached Exhibit D.

AGREED AND ACCEPTED AS ABOVE:

Texas A&M University

Westat, Inc


Robert C. Bounds
Director, Procurement Services
Date: 8-6-2018


DocuSigned by:

Name: Patrick Coleman
Title: Vice President
Date: 8/7/2018

Exhibit A
Eligibility Requirements

Eligibility Criteria for Participation in AAU's Sexual Assault and Climate Survey

To participate in AAU's Survey of Sexual Assault and Campus Climate, universities must meet the following eligibility criteria:

•Memorandum of Understanding. Universities will be required to sign a Memorandum of Understanding (MOU) with AAU's contractor for this effort. The MOU will include the following requirements:

- Designation of Campus Points of Contact:
 - University Coordinator(s). Universities will be required to appoint at least one University Coordinator to mobilize and coordinate key university stakeholders to complete tasks and meet deadlines associated with this effort. At the very least, University Coordinators should have the following qualifications:
 - An understanding of university policies around the promotion and administration of ethical and responsible research on campus.
 - An understanding of the university's IRB's policies, procedures and schedule
 - The ability to work collaboratively with Westat's Study Liaisons to complete tasks and meet deadlines.
 - Financial Points of Contact. Universities will be required to identify a financial contact for Westat.
 - Institutional Review Board (IRB) approval. Universities will be required to have IRB approval for the survey by January 15, 2019.
- Incentives and Sampling frame. Westat recommends institutions implement a census administration of the survey with an embedded representative sample. To increase response rates, incentives for the embedded sample are recommended.
- However, Westat will not require institutions to select a representative sample or incentivize students. Institutions will be able to choose how they want to implement the survey and determine if they provide incentives. Westat will work with each institution to determine the institution's needs.
- Institutions that implement a census survey with a representative sample, or institutions that implement the survey to a representative sample will be required to submit specific student information to Westat, who will draw the sample. The contract will detail the specific requirements.
- Commitment to promote the survey on campus. To ensure success and increase response rates, universities will be required to promote the survey with its student body. Westat will develop generic survey promotion materials that will provide universities with templates and ideas for survey promotion. However, universities will have discretion over how they promote the survey with their student population, including if and how

they use Westat's materials. Survey promotion should begin at least one month prior to the survey launch, if not sooner, and continue through the individual campuses' survey period (February 1 – May 10, 2019).

- Commitment to use all of Westat's IRB-approved Survey. Universities must use the revised survey instrument and may not subtract from the core questions. Institutions will be able to localize the questions as appropriate (to include campus-specific resources and policies). Institutions will also have the opportunity to add customized questions (e.g., custom modules or interspersed questions in the core) with additional cost.
- Embargo on survey findings. To manage communications around study findings, universities will be required to abide by AAU's embargo on them. Specifically, AAU will require that universities agree NOT to publish or communicate survey findings internally (to the student population) or externally (to any external party) until final findings are released.
- AAU release. Schools must sign off on AAU releasing aggregated results based on the Westat's report findings (without institutional identifiers) in the fall of 2019 to help inform national conversations with federal policymakers. AAU will NOT use these data to benchmark or compare institutions to one another to assess progress or for other reasons.
- Final Data Files. Schools must sign off on AAU receiving the aggregate data files (without institutional identifiers). These data will be added to the 2015 Survey data in a secured data repository.

Exhibit B

Statement of Work

The Association of American Universities, in collaboration with Westat, one of the leading survey research firms in the country, is supporting the development and implementation of an online sexual assault and climate survey that will measure the incidence and prevalence of sexual assault. The survey will also measure the climate on campus which surrounds these issues. By editing the 2015 AAU survey instrument and implementing a rigorous yet reliable survey, Westat will serve as a valued partner in assisting AAU, along with participating Institutions of Higher Education (IHEs), to collect data, to analyze, communicate on final reports, and help prevent sexual assault and misconduct on campus.

Westat will revise the 2015 AAU online survey with input from the AAU, its survey design team, and participating IHEs. Additionally, Westat will be responsible for implementing the revised survey with eligible and participating IHEs, using a census with an incentivized sample (of 5,000)¹. To increase response rates, it is recommended (but not required) that institutions offer students incentives, which will be administered by Westat and paid for by IHEs. Westat's school liaisons will work with each institution's "school coordinator" to determine the final sampling and incentive structure on each campus. The survey field period is planned for February 1 through May 10, 2019.

Westat will coordinate and manage all aspects of survey planning and implementation, with input from the AAU, the AAU survey design team, and participating IHEs, through the following key activities:

Instrument development and testing

Westat will revise the previously designed AAU survey instrument from 2015 with input from the AAU, its survey design team, and IHEs. Westat will conduct a pilot of the survey with students from one IHE that volunteers for such purposes, and with undergraduate and graduate students from University of Cincinnati, which will be completed by Dr. Fisher. The instrument will also be reviewed by IHEs during a 3-week period in August and an online version tested by IHEs between November 1 – 30, 2018.

Timeline

Except for delays solely caused by third parties other than Westat², Westat will adhere to and follow the timeline provided to the AAU for the following tasks:

¹ We will work closely with IHEs to determine the preferred sampling and incentive structure for their students.

² In many cases, in order for Westat to adhere to its timeline, the IHEs must also adhere to the timeline. For example, if customization options are not completed within the specified time period, Westat may not be able to program those components as stated.

- **Revise 2015 AAU survey instrument:** September 24, 2018
- **Testing the revised instrument**
 - Schools will test the instrument between November 1 – 30, 2018; Westat will test the instrument from December 1, 2018 – January, 31 2019, prior to the February 1, 2019 launch date
- **IRB approval**
 - Westat: Westat will submit its package to the IRB no later than September 24, 2018, to be reviewed in October 2018. Questions will be answered and revisions made from October 15 – November 30, 2018, with final approval expected in December 2019
 - IHEs: Westat will make its IRB package available to schools by September 28, 2018. Schools must have IRB approval by January 15, 2019 to launch their survey by the February 1, 2019 date. Schools without IRB approval may need to adjust their field survey period in response.
- **Administering the survey:** Westat will administer the survey from February 1 – May 10, 2019; field periods will be determined for each school in collaboration with that school.
- **Developing survey promotion materials:**
 - *Westat agrees* to develop and provide Survey promotion materials with generic templates and guidelines for Survey promotion. The University will have full discretion over how the Survey is promoted with its students, including if and how the University uses the materials Westat develops for this purpose.
 - *The University through its separate agreement with Westat will agree* to promote the Survey with its student body, with promotion activities to begin at the discretion of the University. However, the period in which these activities are implemented should be sufficient to raise awareness of and interest in the Survey by the student body.

Any changes to the outlined schedule must be agreed to via email by Kimberlee Eberle-Sudre, AAU point of contact, and Susan Chibnall, Westat's project director.

Webinars/Consultation Phone Calls

Westat will lead four webinars for participating IHEs throughout the course of the project with direction from the AAU. Westat will facilitate these webinars through their own secure system and ensure access is only granted to eligible individuals and participating IHEs. Topics include by are not limited to: introduction of project and administrative details to

participating institutions, webinar seeking input on survey instrument, and other topics as AAU sees fit. Westat will prepare and provide PowerPoint presentations, agendas, and other supplementary materials for participants. Westat will also respond to questions provided by the participants during the webinars and if there are questions that need follow-up, Westat will respond to participants after the webinar in a timely manner. Additional questions may need analysis from Westat, which would be provided in a written follow-up communication. Westat will also participate in weekly calls with the AAU and its Survey Design Team, as needed.

Survey Customization

Westat will provide the AAU, the AAU Survey Design Team, and eligible IHEs with a list of customization options and related additional costs, by June 15, 2018, which must include but is not limited to those outlined in the proposal submitted to AAU in response to its March 2018 RFP. IHEs are not required to take advantage of these options. If one or more options are elected, the option must be completed by September 30, 2018. That is, for example, if a school elects to develop a 20 item module, that module must be complete and reviewed and approved by our team of customization experts by September 30, 2018.

Survey Promotion Westat will develop and share with the AAU, the AAU Survey Design Team, and participating IHEs Survey promotion materials with generic, but relevant and innovative templates and guidelines for specific student audiences (to be determined by each IHE) for survey promotion. The University will have full discretion over how the Survey is promoted with its students, including if and how the University uses the materials Westat develops for this purpose.

Sampling and Incentive Plans

Westat will work with eligible IHEs to develop their specific incentive plans. Westat recommends institutions implement a census administration of the Survey with an embedded representative sample ($n = 5,000$). To increase response rates, incentives (between \$5 and \$25) for the embedded sample are recommended. Each institution will be responsible for the costs associated with the institution's chosen incentive plan. However, Westat will not require institutions to select a representative sample or incentivize students and will work with each institution to determine its own needs.

Sampling frame

Institutions will choose their own sampling plans. Institutions that implement a census survey with a representative sample, or institutions that implement the Survey to a representative sample will be required to submit specific sampling information to include, at a minimum, the following:

- A dataset of registrar data of the entire student body to be surveyed to include: email addresses and such demographic information as age, gender, race/ethnicity, and year of study;
- The dataset must be in an electronic form such as an Excel, SPSS, or SAS file;
- The dataset should include proper documentation (e.g., a data dictionary or code file) that Westat statisticians can use to understand the organization and content of the dataset.

Westat will be available to provide guidance to the University to complete the sampling tasks. The sampling data will be due to Westat no later than October 30, 2018.

Institutional Review Board (“IRB”) Package:

To help universities meet the January 15, 2019 IRB approval deadline, Westat will provide them with the package submitted to the Westat IRB by September 28, 2018. Universities can use this information to begin to draft their own IRB submission packages.

Survey Launch

Westat will program the survey for a February 1, 2019 launch at all eligible participating IHE. The survey will be released on February 1, 2019 and close on May 10, 2019. The “open” period will be 30 days for each participating IHE; however, each school is responsible for choosing the 30 days for which their survey is open.

Westat encourages schools to develop and send their own survey invitation and reminder emails and will provide a schedule for these, depending on the open field period. If schools wish Westat to send these, we will request the school to send a pre-notification email to schools alerting them to the outside email they will be receiving from Westat.

Help Desk Services

During the survey period, Westat will offer phone and email help desk services to students. Help desk staff will be available during pre-specified hours, as approved by the IRB, and agreed upon by Westat and AAU. Help desk hours will be used to provide technical assistance around survey completion and campus specific resource referrals for students who need them.

Identifiable Data

Westat will ensure identifiable data will be secured and not distributed to the IHE or third-parties.

The dataset delivered to the University will undergo a disclosure analysis to minimize breaches in confidentiality. Fundamentally, the review will assess whether variables in the

files have to be collapsed or taken off the file to ensure that individual respondents cannot be identified by a data user.

Data Analysis and Reporting

Westat will provide reports to include analysis of the survey results for each IHE at the end of the survey administration period. Westat will prepare IHE specific findings and present them in each IHE's report. Westat will also provide each IHE with its own survey data file. Draft data files and reports will be delivered on July 1, 2019, with final data files and reports September 2, 2019. However, recognizing some institutions may prefer to access their data through AAU, Westat will make this available to AAU upon Westat receipt of the institution's written consent. Westat will work with institutions to get such consent.

Westat agrees to provide AAU aggregate data and aggregated data report (via FTP) that will be used in AAU communications. In addition, upon completion of the Survey data analysis, Westat will provide AAU a cleaned, de-identified data set by November 30, 2019, which will either be added to the current data repository at ICPSR or to some other data repository, as chosen by AAU.

Communications Plan

Westat will be available to AAU and the universities from July 1, 2019, the day draft reports and data files are delivered through September 2, 2019, when the final data files and reports are delivered to clarify findings and answer questions.

Westat will also be available between October 1 – December 31, 2019, when AAU releases its aggregate report to participate in press and media events, as needed. During this period of time, Westat will be available to answer media inquiries that require data and methodological expertise. All media inquiries must go through AAU staff.

In combination, these activities will provide universities with the information necessary to develop a coordinated response to preventing and responding to sexual misconduct on campus.

Exhibit C
Project Budget

Core Survey Price Per School: \$47,500

Customization Options:

Up to 5 Items:	\$4,578
6-10 Items:	\$9,156
11-15 Items:	\$13,734
16-20 Items:	\$18,312
Interspersed Items up to 7 Items:	\$18,312
Summary Tables	\$1,724

Additional Analysis: \$67,614

Core Survey Budget

The core budget includes all costs associated with revising, testing (cognitive testing), programming (including processes for data security and confidentiality and testing the survey), and implementing the survey, along with costs for sampling; post survey processing, weighting and non-bias analysis; data analysis and reporting; disclosure analysis and data delivery; and post survey communications (including presentations or participation in press conferences or other meetings). It also includes costs for developing university-specific draft and final reports and data tables, and a draft and final aggregate report and data tables for AAU. Finally, it includes development and delivery of university specific data files and codebooks, and aggregate data files and codebooks for AAU.

Exhibit D

State Contracting Requirements

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Westat agrees that any payments owing to Westat under this Agreement may be applied directly toward certain debts or delinquencies that Westat owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Public Information. Westat acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon University’s written request, Westat will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to University in a non-proprietary format acceptable to University. As used in this provision, “public information” has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access. Westat acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

Governing Law. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against University shall be in Brazos County, Texas.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Westat to attempt to resolve any claim for breach of contract made by Westat that cannot be resolved in the ordinary course of business. Westat shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of University, who shall examine Westat's claim and any counterclaim and negotiate with Westat in an effort to resolve the claim.

Conflict of Interest. By executing and/or accepting this Agreement, Westat and each person signing on behalf of Westat certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by University or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Access by Individuals with Disabilities. Westat represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent Westat becomes aware that the EIRs, or any portion thereof, do not comply then Westat represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, Westat certifies Westat (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Westat acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Westat certifies Westat is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Westat acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. If Westat is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Westat certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Westat is exempt from the payment of franchise (margin) taxes.

Loss of Funding. Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, University will issue written notice to Westat and University may terminate this Agreement without further duty or obligation hereunder. Westat acknowledges that appropriation of funds is beyond the control of University.

State Auditor's Office. Westat understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Westat agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Westat will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Westat expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.