

## **STATEMENT OF WORK**

This Statement of Work, dated August 13, 2021 (the “Effective Date”) and entered by and between Ipsos Public Affairs, LLC (“Ipsos”) and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“Client”), shall be governed by the Statement of Work (“SOW”) and the attached Ipsos General Terms and Conditions for Market Research Services (“Terms and Conditions”). In the event of any inconsistency between the terms of this Statement of Work and the Terms and Conditions, the Terms and Conditions will control.

### **WHEREAS:**

- A. This SOW sets out the terms and conditions pursuant to which Ipsos will render Services to Client as described below; and
- B. Terms used in this SOW, unless otherwise defined herein, shall have the meanings ascribed to them in this Statement of Work.

**Name of Study:** Environmental Health Threats

**Name of Client Contact:** Carol Goldsmith, Assistant Director and Senior Research Associate, Institute for Science, Technology and Public Policy

**Name of Ipsos Contact:** Wendy Mansfield, Ph.D., Senior Vice President

**Project Start/End Date:** 8/20/21 / 10/30/21

### **Description of Services:**

This study will collect data on people’s knowledge, concerns, organizational trust, information sources, risk perceptions, and policy preferences related to community environmental health threats. The Client will use the collected data to test applicable social sciences theories that expand understanding of how people form opinions about environmental health threats. The Client will share the results with the funder and submit them for publication in academic journals. The study is funded by the National Institutes of Health.

### Target Population

- The survey sample will target the following population: U.S. adults, age 18+, English- and Spanish-language survey-takers; augments for Texas, Harris County, and Hidalgo County.
- Eligibility: 100%
- Screening: None

### Source of Sample

- KnowledgePanel® sample

### Interview Sample Sizes

- An initial pretest of twenty-five (25) completed interviews.
- A total of one thousand five hundred and seventy (1,570) completed interviews from the Main Study from KnowledgePanel®:
  - U.S. sample: n=920
  - Texas sample: n=400
  - Harris County augment: n=150
  - Hidalgo County augment: n=100

### Survey

- Survey will take seventeen (17) minutes on average for participants to complete.
- Client will deliver to Ipsos a survey in Microsoft Word with complete logic specifications, question wording, and response categories in a version that the Client warrants is finalized for survey programming.

- Ipsos will review the Client's survey:
  - Ipsos reserves the right to remove survey questions that are deemed too sensitive and potentially injurious to the respondents. Ipsos is prohibited from removing any survey questions without first notifying the Client and providing the Client with the opportunity to substitute a mutually approved survey question.
  - Client is prohibited from including survey questions that are substantively similar to those that are the basis for the Attachment A (Demographic Profile and Other Supplemental Data Provided for Each Project for KnowledgePanel Respondents), unless otherwise approved in writing by Ipsos.
  - Client is prohibited from including in the survey the following types of questions:
    - Questions that could potentially reveal the personal identify of the respondent
    - Questions for collecting geographical location of the respondent
    - Questions for collecting contact information, such as email address, telephone number, residential address, etc.
  - Client is prohibited from including in the survey any logic or commands that require the respondent to answer the survey question before being permitted to advance to the next question.
- Ipsos will format the Client-provided survey with the necessary instructions to prepare the survey for programming. If appropriate, Ipsos will provide the Client suggestions and comments on question wording, question layout and formatting, and other aspects of survey design. Furthermore, Ipsos may ask the Client questions of clarification about survey logic specifications, the treatment of item non-response (e.g., "don't know" and skipped questions) and recording of data-only variables used for quality control analyses, etc. The Client is not required to accept Ipsos's recommendations for survey design changes. Ipsos will send the Ipsos-formatted survey back to the Client for review. The Client is required to review the Ipsos-formatted survey and communicate to Ipsos in a timely manner any disagreements with Ipsos on Ipsos's interpretation of the intentions of the Client.
- The Ipsos-formatted survey is the only reference document to be used for all survey testing and for any changes to be made to the survey after it is initially programmed.
- Ipsos will program the Ipsos-formatted survey instrument and place the programmed survey instrument on a password-protected web site for the Client's review.
- Ipsos will conduct full quality control testing of all the programmed survey instruments prior to sharing the programmed survey with the Client for review.
- Client changes to the programmed survey will be limited to no more than 10% of the survey content.
- A pretest of twenty-five (25) interviews will be conducted to confirm the survey length and for quality control testing.

#### Data Collection

- The pretest field period is one (1) to three (3) calendar days.
- The Main Study data collection will commence only after receiving approval from the Client.
- The survey field period will be a minimum of ten (10) calendar days.
- With the Client's approval, the survey field period will be fourteen (14) to twenty-one (21) days to maximize the survey completion rate.
- Up to two (2) email reminders will be sent to non-responders to encourage response.

#### **Deliverables:**

- Programmed version of the instrument posted on a password-protected web site.
- A self-documented SPSS data set and Stata data set for all survey data (from all open-ended and close-ended questions) having complete variable and value labels.
- General demographic profile data (listed in Attachment A) provided for all interviews.
- **Three (3) additional profile/geolocation variables:** Ideology, party ID, and Census Tract.
- The ONLY profile variables being delivered are listed in Attachment A or under Deliverables – Additional profile variables.
- Statistical weights incorporating the probabilities of selection and population benchmarks from the latest U.S. Census Current Population Survey March supplement.
- Field Report documenting all sampling and data collection procedures, codebook, panel

recruitment methodology, and statistical weighting (Attachment B provides suggested language for describing KnowledgePanel and Ipsos).

**Timing of Deliverables:**

**TBD** (September 2021 fielding anticipated)

- Final survey instrument received from Client
- Programmed survey instrument delivered to Client
- Pretest field period
- Main survey field period
- Deliverables sent electronically to Client

**Compensation and Invoicing Schedule:**

**Total fee: \$96,000.00**

**# of Qualified Completes: 1,570**

**Incidence Rate: 100%**

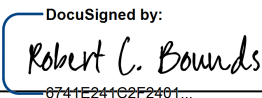
**Interview Length: 17 minutes**

Client agrees that the total fee may be increased if the incidence is lower than anticipated, if the survey length is longer than indicated above, or if material changes to the project are requested by Client.

Seventy percent (70%) of the total fee is due and payable upon contract execution, and the remaining thirty percent (30%), upon completion of the Services. Final deliverables (i.e., data files, codebooks, reports, presentations, workshops, etc.) will be supplied only after Ipsos has received payment of the first invoice.

By the signatures of their duly authorized representatives below, Ipsos and Client, intending to be legally bound, agree to all of the provisions of this Statement of Work as of the Effective Date set forth above.

**TEXAS A&M UNIVERSITY**

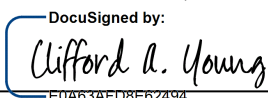
By:  \_\_\_\_\_  
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Name: Robert C. Bounds

Title: Director, Procurement Services

9/7/2021 | 16:42:39 CDT

**IPSOS PUBLIC AFFAIRS, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
E0A63AFD8E62494...

Name: Clifford A. Young

Title: President

9/8/2021 | 15:01:32 CDT

**IPSOS GENERAL TERMS AND CONDITIONS FOR MARKET RESEARCH SERVICES**

Reference is made to the attached sales order, statement of work or letter of engagement (hereinafter referred to, as applicable, the "**Sales Order**") between Client and Ipsos for the provision of market research services or other related services (the "**Services**") identified in the Sales Order and any proposal or other similar document issued by Ipsos relating thereto (the "**Proposal**"). The general terms and conditions below (the "**T&Cs**"), the Sales Order and the description and other specifications of the Services identified in the Proposal shall be collectively referred to herein as the "**Agreement**".

**1. Services.**

- a. These T&Cs shall govern the Services to be provided under the Sales Order. Client acknowledges and agrees that no other document, in particular Client's own general conditions of purchase or specific conditions, shall prevail over the Agreement even though Client may issue its own purchase order for administrative purposes. To the extent that there is an inconsistency between the T&Cs, the Sales Order and the Proposal, the T&Cs shall prevail over the Sales Order and the Proposal, and the Sales Order shall prevail over the Proposal.
- b. Where the Services performed pursuant to this Agreement constitute market, opinion or social research or data analytics they shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to the market research industry, including, without limitation, the ICC/ESOMAR International Code of Market, Opinion and Social Research and Data Analytics.

**2. TERM AND TERMINATION.** The Agreement will become effective as of the date of execution by Client of the Sales Order or other document provided by Ipsos or Client to confirm Client's acceptance and shall remain in force until completion of the Services (the "Term"). Each party shall have the right to terminate the Agreement at any time without cause upon thirty (30) days prior written notice to the other party. Either party shall have the right to terminate the Agreement, effective immediately, at any time and without prior notice, if the other party fails to either perform any material obligation or to cure a material breach within fifteen (15) business days of receiving written notice by the non-breaching party to that effect. The termination provisions set out in this Section are not exclusive, and are in addition to, and not in limitation of either party's rights under the Agreement or at law.

**3. EFFECTS OF TERMINATION.** Upon any termination of this Agreement for any reason whatsoever, other than a default by Ipsos, Client shall continue to be obligated to pay the fees due (including, for purposes of clarity, the pro-rated fees for work undertaken through the effective date of termination) and expenses incurred by Ipsos up to the effective date of termination, as well as any pre-approved and documented unrecoverable third-party costs incurred by Ipsos as a result of such early termination.

**4. FINANCIAL TERMS.**

- a. Unless otherwise provided for in a Sales Order, Ipsos shall invoice Client for all amounts due for the Services under the Sales Order as set forth therein as follows: seventy-percent (70%) of the fees due for the Services upon execution of the Sales Order, and the remaining thirty-percent (30%), plus expenses incurred by Ipsos, upon completion of the Services, except for Services consisting of tracking surveys or other long term surveys, in which case either Ipsos will define different project phases in the Sales Order and will invoice Client the full amount of the fees corresponding to each phase at the beginning of each such phase or Ipsos shall invoice Client on a monthly or quarterly basis. Unless otherwise provided for in a sales order, all invoices shall be due and payable in full within thirty (30) days of date invoice is received. Invoices not paid within thirty (30) days, or such number of days provided for in the Sales Order or Proposal, after the invoice date shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, such interest to be calculated from the end of the thirty (30) days until all past due amounts have been paid and, in addition, Ipsos may, in its sole discretion, and without prejudice to its other rights under the Agreement, suspend the performance of the Services and/or the delivery of the Deliverables (as defined in Section 14 below). Payments will be in the currency specified in the Sales Order. If the Sales Order specifies that Ipsos shall invoice in a currency other than its national currency, then Ipsos shall have the right to increase all fees under the applicable Sales Order if, on the date of invoice the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to the national currency of Ipsos has increased by more than one percent (1%) from the date of the Sales Order. The adjustment shall fully compensate Ipsos for the increase in the value of the currency invoiced compared to its national currency.
- b. In the event that Ipsos is required to incur any out of pocket or third-party pass through expenses (including without limitation honoraria and focus group facility and moderator expenses) or additional costs (including without limitation travel and lodging) which are not set forth in the Sales Order, then, provided that Client is notified of and reasonably approves all such expenses in advance, Client shall reimburse Ipsos for such expenses within thirty (30) days of date invoice is received. Client will pay or reimburse Ipsos for all actual costs for travel, lodging and meals reasonably incurred by Ipsos in accordance with the Texas Comptroller of Public Accounts' TexTravel website: <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>
- c. All prices are subject to a +/-10% cost contingency, unless otherwise noted in a Sales Order.

**5. MODIFICATIONS.** If Client requests any modifications to the specifications or the scope of the Services or to the Deliverables, such modifications must be agreed to in writing by the parties before the commencement of any work related thereto, including, without limitation, any additional charges to Client associated with such modifications. If Client delays or postpones the Services, Client shall pay for any documented unrecoverable costs incurred by Ipsos as a result of such delay or postponement.

**6. TAXES.** When applicable, government sales, withholding, use and/or value added taxes shall be paid by Client in addition to the fees due under this Agreement. Client shall in no event be liable for payment of any taxes based on Ipsos' net income or personal property. If Client is required by law to make any deduction or withholding from any sum payable by it to or for the account of Ipsos, the sum payable by Client in respect of which deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Ipsos receives and retains (free from liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made. As an agency of the State of Texas, Client is tax exempt.

7. **REPRESENTATIONS AND WARRANTIES.**

- a. Each party represents and warrants that (i) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (ii) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the use of materials furnished to the other party and that it has the legal right to disclose such materials to the other party in connection with the Services, including, without limitation, any consents required under Section 12; (iii) any materials disclosed to the other party, including without limitation the Deliverables, shall not violate or infringe upon the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party; and (iv) neither party shall use the other party's name, logos or trademarks in any publicity (including press releases) or advertising without the other party's prior written consent.
- b. Because the nature of the Services is based upon samples and statistical treatment of information, Ipsos does not warrant the total accuracy of the Deliverables or the data contained therein. Ipsos does not predict or assure any particular substantive results of its research in advance, nor does Ipsos accept any liability for (i) Client's interpretation of Ipsos' reports or of other data furnished to Client by Ipsos, (ii) any errors caused by errors in data provided to Ipsos, (iii) improper use of simulation software or improper interpretation of simulation software results by Client, or (iv) resale of survey results or other data by Client. Ipsos will use commercially reasonable efforts to meet all project deadlines, but it does not guarantee meeting those deadlines. All time frames included in the Agreement with respect to the timing of Deliverables are approximations.

8. **INDEMNIFICATION.**

- a. Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party (the "Indemnitee"), its affiliated companies and each of their respective officers, directors, employees and agents from and against all claims and resulting liabilities, losses, damages, costs and expenses of any kind, including reasonable attorneys' fees (collectively "Claims"), initiated by or on behalf of third parties that are not affiliated with or related to the Indemnitee ("Non Affiliated Third Parties") to the extent arising out of any breach or violation by the Indemnitor of its representations and warranties or other terms of the Agreement.
- b. Client shall indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims by Non Affiliated Third Parties to the extent arising out of the use of the Deliverables by Client, or the conclusions drawn therefrom, except for Claims arising from Ipsos' negligence.
- c. The Indemnitee shall promptly notify the Indemnitor in writing of any Claim by a Non Affiliated Third Party under Sections 8a) and 8b). The Indemnitor shall control, subject to, in the case of Client, the consent of the Attorney General of the State of Texas, the defense and settlement, at its own expense, of any such Claim. The Indemnitee shall: (i) at the Indemnitor's expense and request, cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any such Claim; and (ii) permit the Indemnitor to settle any such Claim (provided that such settlement does not adversely affect the Indemnitee's rights hereunder or impose any obligations on the Indemnitee in addition to those set forth herein).
- d. Client agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.

9. **PRODUCT TESTING INDEMNITY.** In the event that the Agreement provides for the testing by respondents of products supplied by Client, Client shall, to the extent permitted by the Constitution and laws of the State of Texas, indemnify, defend and hold harmless Ipsos, its affiliated companies and each of their respective officers, directors, employees and agents from and against all Claims arising directly or indirectly from the distribution, consumption, use of or contact with any product supplied by Client or its agent in connection with said product test, except for any Claim arising from Ipsos' negligence. Ipsos shall be deemed to have acted negligently only to the extent Ipsos, its employees and agents fail in any material respect to follow any written instructions given by Client for the handling, storage, packaging, use, or delivery of product.

10. **LIABILITY.**

- a. Neither party shall, to the extent permitted by the Constitution and laws of the State of Texas, be liable to the other party for any indirect, incidental, punitive, special or consequential damages, including without limitation, loss of profits, arising out of, or in connection with, the Agreement whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort, or any other theory at law or in equity.
- b. The total aggregate liability of Ipsos for any and all Claims made by Client under or in connection with the Agreement shall not exceed 200% of the amount of fees paid by Client under the Agreement.
- c. Notwithstanding the foregoing, the exclusion and limitations on liability set forth in subsections (a) and (b) above shall not apply with respect to any Claims by Non Affiliated Third Parties covered under each party's indemnification obligations set forth in Sections 8 and 9.

11. **CONFIDENTIALITY.**

- a. "Confidential Information" shall mean all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, tools, techniques, methodologies, processes, lessons learned, models, know-how, algorithms, specifications, computer programs and software; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project proposals (including the Proposal and the Sales Order and any information contained in those documents), personnel, and business relationships.
- b. Neither party receiving Confidential Information from the other party shall (i) use Confidential Information received from the other party under this Agreement for any purpose other than to fulfill its obligations under this Agreement; (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the Confidential Information as its uses for its own information, but in no event less than a reasonable degree of care. Upon written request, the receiving party shall return all Confidential Information to the disclosing party.

- c. The obligation of confidentiality, however, shall not apply to information which: (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public other than through a breach of the Agreement by the receiving party; (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of the Agreement; or (v) is required to be disclosed pursuant to court order or applicable law, provided that receiving party first gives the disclosing party reasonable notice of such court order or law and an opportunity to oppose and/or attempt to limit such production.
- d. Notwithstanding the foregoing, Client acknowledges and agrees that certain Services that Client may request may require Ipsos to expose, reveal, disclose or describe Client's Confidential Information, including, without limitation, new concepts, products, services, advertising campaigns or designs as part of the Services. Client hereby waives and releases Ipsos from and against any and all Claims resulting from or related to Ipsos' authorized disclosure of Client's Confidential Information as part of the Services.
- e. Except as otherwise provided below, no right, title, interest or license to the receiving party is either granted or implied under any trademark, patent, copyright or any other intellectual property right by the disclosure of the Confidential Information hereunder.
- f. Ipsos acknowledges that Client 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 Client's written request, Ipsos will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Client; provided such information is not exempt from disclosure under applicable law. Ipsos acknowledges that Client 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, except to the extent such information within the Agreement is exempted from disclosure.

## 12. **PERSONAL INFORMATION.**

- a. In this Agreement, the following terms shall have the following meanings:
  - i. "Data Controller" means the organization which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
  - ii. "Data Processor" means the organization which processes Personal Data on behalf of the Data Controller.
  - iii. "Data Protection Legislation" means all applicable laws, rules and regulatory requirements in relation to the processing of Personal Data, for example and including, but not limited to, the EU General Data Protection Regulation 2016/679 ("GDPR"), effective May 25, 2018, and all related national laws.
  - iv. "Data Subject" means an identified or identifiable natural person.
  - v. "Personal Data" means any information or data that is considered as personal data by the applicable Data Protection Legislation and specifically regulated as such.
  - vi. "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- b. In the event that Client, for the purposes of the Services, provides Ipsos with Personal Data, Client hereby warrants that such provision complies with all Data Protection Legislation, and represents that it has the rights and authorizations necessary to provide said Personal Data to Ipsos. It is the responsibility of Client to complete any appropriate formalities so that Ipsos has the right to process any Personal Data, and (where applicable) to prove that individuals have given their valid consent to be contacted for the purposes of the Services. Ipsos accepts no liability and shall not bear any costs resulting from any failure by Client to fulfil its obligations under Data Protection Legislation, except where such failure is the result of a breach by Ipsos of this Section 12. Client agrees to the foregoing section to the extent permitted by the Constitution and laws of the State of Texas.
- c. Where applicable, Ipsos will keep and maintain a record of Processing as required by applicable Data Protection Legislation.
- d. Ipsos agrees to provide the Client with all reasonable assistance to respond to all requests related to (i) a Data Subject's Personal Data rights or (ii) initiated by any relevant supervisory authority.
- e. Furthermore, in accordance with its professional rules and its contractual obligations to respondents, Ipsos is under a duty to preserve the anonymity of the respondents when providing market, opinion and social research and data analytics services. Accordingly, Ipsos shall only provide Client with aggregate data or otherwise anonymized data. Client hereby undertakes to respect this anonymity and undertakes not to attempt to link the data provided by Ipsos to the identity of the respondents. Ipsos will only provide Personal Data to Client as permitted by and in accordance with its professional rules and applicable Data Protection Legislation. In any instance of such permitted disclosure, Client hereby agrees to maintain the confidentiality of such Personal Data. Where such Personal Data is provided by Ipsos in connection with Ipsos' performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iii) all questions and questionnaires, except to the extent that Client has provided such material (collectively, "Ipsos IP"). Client acknowledges and agrees that all Ipsos IP shall remain the sole and exclusive property of

## 13. **OWNERSHIP.**

- a. Client shall own the report(s), data or other deliverables identified in the Agreement prepared by Ipsos specifically for Client hereunder (the "Deliverables"). The Deliverables shall not include, and Ipsos shall retain the exclusive ownership of the following: (i) Ipsos' trademarks, logos, copyrights and other intellectual property rights; (ii) Ipsos' know how, technologies, and proprietary methodologies, including, without limitation, processes, products, tools, formulae, algorithms, lesson learned presentations, models, databases, computer programs and software used, created or developed by Ipsos in connection with Ipsos' performance of Services under this Agreement, including without limitation, any derivatives, modifications or enhancements thereto; and (iii) all questions and questionnaires, except to the extent that Client has provided such material (collectively, "Ipsos IP"). Client acknowledges and agrees that all Ipsos IP shall remain the sole and exclusive property of

Ipsos and, Client will not reverse-engineer, decompile or disassemble any Ipsos IP. Ipsos hereby grants to Client an irrevocable, non-exclusive, worldwide, royalty-free license to use any Ipsos IP that is incorporated into the Deliverables to the extent necessary for Client to use, view or access the Deliverables for Client's business purposes. Client agrees that Ipsos may maintain data, including test level and respondent level information, obtained in the course of performing Services in Ipsos' databases for industry studies, benchmarking and validation of its professional norms and standards, provided that (i) such data will only be used or disclosed in an aggregated, manipulated form, and (ii) Ipsos will never identify the source of any such data or information as that of Client. In addition, Ipsos may retain one copy of the Deliverables for archiving purposes.

- b. Notwithstanding the foregoing, to the extent that the Agreement specifies that the Services include syndicated research services and/or any deliverables will be comprised of syndicated research reports ("Syndicated Deliverables"): (i) Ipsos shall at all times retain sole and exclusive ownership rights in the Syndicated Deliverables as well as all Ipsos IP; (ii) Client may not sell, distribute, copy or reproduce in full or in part any of the Syndicated Deliverables, without authorization from Ipsos, which Ipsos may withhold in its sole discretion; and (iii) this Agreement constitutes a revocable, non-exclusive license from Ipsos to Client to use the Syndicated Deliverables solely for internal purposes, subject at all times to the ownership rights of Ipsos set forth herein.

14. **PUBLICITY AND USE OF DELIVERABLES.**

- a. Neither party shall use the other party's name, trademarks or logos in the public domain, including, without limitation, in advertising, marketing or promotional materials, press releases or press conferences (collectively, the "Public Domain") without the prior written consent of the other party. In addition, Client shall not publish the Deliverables in the Public Domain without the prior written consent of Ipsos.
- b. Client shall inform Ipsos prior to the commission of the Services and the execution of the Sales Order if Client intends to use the Deliverables in connection with any dispute resolution, litigation, arbitration or other legal proceeding of any nature ("Litigation Purposes"). Client acknowledges that use of the Deliverables for Litigation Purposes may affect Ipsos' recommended methodological approach and study costs. In addition, if Client decides after the Services have been completed that it wishes to use the Deliverables for Litigation Purposes, it must first obtain the prior written consent of Ipsos, which Ipsos may withhold in its sole discretion.

15. **WAIVER.** If either party fails to fully exercise any right, power or remedy under the Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of the Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder.

16. **SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected and those provisions shall remain in full force and effect. If a court or other decision-maker should determine that any provision of the Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

17. **GOVERNING LAW.** The Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas without regard to conflicts of law principles that would require the application of any other law.

18. **[OMITTED].**

19. **ASSIGNMENT AND SUCCESSORS.** Neither party may assign any rights or delegate any obligations to any third party under the Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, a party may assign the Agreement without the other's consent to: (a) an affiliate; or (b) to any person, firm, organization, corporation, or other entity which succeeds to the business of such party by acquisition, merger, reorganization, or otherwise. The Agreement shall inure to the benefit of and be binding upon Ipsos and its permitted successors and assigns, and Client and its permitted successors and assigns.

20. **SUBCONTRACTING.** From time to time, Ipsos may, where appropriate, subcontract all or part of the Services to be provided hereunder to one of its approved suppliers or to an affiliate.

21. **NO JOINT VENTURE.** Ipsos is an independent contractor and shall not be deemed a partner, joint-venturer, agent or legal representative of Client for any purpose whatsoever.

22. **FORCE MAJEURE.** Under no circumstance shall either party be responsible to other party for failure to provide the marketing research services or for its delay in performance in accordance with the Agreement due to any event or condition not reasonably within the control of Ipsos as of such date, which prevents in whole or in material part the performance by Ipsos of its obligations hereunder ("Force Majeure"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Ipsos' reasonable control.

23. **NOTICES.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, email, or other commercially reasonable means and will be effective when actually received. Client and Ipsos can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Client: Address: Texas A&M University  
4220 TAMU  
College Station, TX 77843-4220  
Attention: Carol Goldsmith

Phone: (979) 845-6860  
Fax: (979) 862-7953  
E-mail: clgoldsmith@tamu.edu

Ipsos: Address: 2020 K Street NW, Suite 410  
Washington, DC 20006  
Attention: Susan Skinner  
Phone: (202) 293-8516  
Fax: (202) 688-2793  
E-mail: US-PA-Contracts@ipsos.com  
With a copy of any legal notice to:  
Address: 360 Park Avenue South, 17th Floor  
New York, NY 10010  
Attention: General Counsel  
E-mail: NAlegal@ipsos.com

24. **GOVERNING LANGUAGE.** English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.

25. **ENTIRE AGREEMENT; SURVIVAL.** The Agreement contains the sole and entire agreement between the parties with respect to its subject matter and shall not be modified except by a written instrument signed by Client and Ipsos. In the event of the termination of the Agreement, Sections 3, 4, 5, 7 through 15, 18, 19, 20 and 24 shall survive such termination.

26. **STATE CONTRACTING REQUIREMENTS.**

Vendor Access. Pursuant to Title 1, Chapter 202, §202.1 of the Texas Administrative Code, Ipsos hereby acknowledges responsibility to comply with all applicable Client policies, rules, standards, practices, and agreements provided in writing to Ipsos prior to its execution of this Agreement.

For purposes of this section concerning Ipsos 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 Client to be essential to the continued performance of the mission of Client, the unavailability of which would result in consequences to Client.

In the event Ipsos should obtain or be granted access to Confidential and/or Mission Critical Information of Client ("Client Information"), Ipsos will keep and protect Client Information confidential to no less than the same degree of care as required by Client policies, rules and procedures. At the expiration or early termination of this Agreement, Ipsos agrees to return all Client Information or agrees to provide adequate certification that the Client Information has been destroyed, except for Client Information stored in Ipsos's backup/disaster recovery systems which will continue to be subject to the terms herein until such time as it is removed from Ipsos's systems and records. Ipsos, its employees, agents, contractors, and subcontractors shall use the Client Information solely in connection with performance by Ipsos of the services provided to Client pursuant to this Agreement, and for no other purpose. Should Ipsos, its employees, agents, contractors, or subcontractors acquire other Client Information during the course of this Agreement, it shall not be used for Ipsos's own purposes or divulged to third parties.

Both parties shall each provide contact information for specific individuals. The contact for Client shall be Carol Goldsmith, Institute for Science, Technology and Public Policy, Bush School of Government and Public Service, Texas A&M University, College Station, TX 77843, 979-845-6862. clgoldsmith@tamu.edu. The designated contact for Ipsos shall be Wendy Mansfield, Ipsos Public Affairs, LLC, 2020 K Street NW, Suite 410, Washington, DC 20006, wendy.mansfield@ipsos. Should the assigned contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within three business days of any staff changes. Should Ipsos have a need to access Client information, that request shall be directed to the Client's designated contact. Further, Ipsos is responsible for reporting all security breaches directly to Client. The Client 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 Client contact and the Client CISO ([ciso@tamu.edu](mailto:ciso@tamu.edu)), with exception of reports protected by attorney-client privilege or work product doctrine.

**Delinquent Child Support Obligations.** 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 Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Prompt Payment.** Payment from Client will be due thirty (30) days from the date Client receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

**Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Ipsos agrees that any payments owing to Ipsos under this Agreement may be applied directly toward certain debts or delinquencies that Ipsos 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.



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

**Prohibited Bids and Agreements.** Under Section 2155.004, *Texas Government Code*, Ipsos 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 Agreement may be terminated and payment withheld if this certification is inaccurate.

**Prohibition on Contracts Related to Persons Involved in Human Trafficking.** A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A bid or award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, 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."

**Loss of Funding.** Performance by Client 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, Client will issue written notice to Ipsos and Client may terminate this Agreement without further duty or obligation hereunder except those that accrued prior to the effective date of termination and all non-cancelable, documented third party costs resulting from such termination which could not have reasonably been avoided. Ipsos acknowledges that appropriation of funds is beyond the control of Client.

**State Auditor's Office.** Ipsos 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*. Ipsos agrees to reasonably cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Ipsos will include a similar provision in all contracts with permitted subcontractors. Notwithstanding anything to the contrary and except to the extent permitted by law, any audit or inspection permitted under this Agreement shall not include an audit or inspection of Ipsos's payroll records, profit and loss records, costs, sources of supply, or any information related to Ipsos's provision of services to other clients or other client data residing on Supplier's computer systems. Client agrees that any audit or access to Ipsos's premises will be in a manner that minimizes interference with Ipsos's business operations, such level of interference to be mutually agreed upon by the parties in advance of any permitted access.

**Force Majeure.** Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

**Dispute Resolution.** Ipsos must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. Ipsos must submit written notice of a claim of breach of contract to the University Contracts Officer, Texas A&M University.

**Certification regarding Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Ipsos certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Ipsos acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate..

**Ipsos Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Ipsos certifies Ipsos (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Ipsos acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Not Eligible for Rehire.** Ipsos is responsible to ensure that employees participating in work for Client have not been designated by The Texas A&M University System as Not Eligible for Rehire as defined in Texas A&M University System Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement or any resultant agreement.

**Conflict of Interest.** By executing and/or accepting this Agreement, Ipsos and each person signing on behalf of Ipsos 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 or The Texas A&M University Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Client or The Texas A&M University System, 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.

**Representations & Warranties.** If Ipsos is a business entity, Ipsos warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Ipsos has been duly authorized to act for and bind Ipsos.

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

### Attachment A. Demographic Profile and Other Supplemental Data Provided for Each Project for KnowledgePanel Respondents

Variable	Values
Age	Actual age in years
Age, 7 categories	1 = 18-24; 2 = 25-34; 3 = 35-44; 4 = 45-54; 5 = 55-64; 6 = 65-74; 7 = 75+
Age, 4 categories	1 = 18-29; 2 = 30-44; 3 = 45-59; 4 = 60+
Current Employment Status	1 = Working full-time 2 = Working part-time 3 = Not working
Education, 5 categories	1 = No high school diploma or GED 2 = High school graduate (high school diploma or the equivalent GED) 3 = Some college or Associate degree 4 = Bachelor's degree 5 = Master's degree or higher
Education, 4 categories	1 = No high school diploma or GED 2 = High school graduate (high school diploma or the equivalent GED) 3 = Some college or Associate degree 4 = Bachelor's degree or higher
Gender	1 = Male 2 = Female
Household Income	1 = Less than \$10,000 2 = \$10,000 to \$24,999 3 = \$25,000 to \$49,999 4 = \$50,000 to \$74,999 5 = \$75,000 to \$99,999 6 = \$100,000 to \$149,999 7 = \$150,000 or more
Household Members Age 0 to 17	Total number of household members in age group
Household Members Age 18 or Older	Total number of household members in age group
Household Size	Total number of members in household
Housing Type	1 = One-family house detached from any other house 2 = One-family condo or townhouse attached to other units 3 = Building with 2 or more apartments 4 = Other (mobile home, boat, RV, van, etc.)
Marital Status	1 = Now married 2 = Widowed 3 = Divorced 4 = Separated 5 = Never married
MSA Status	0 = Non-Metro 1 = Metro (as defined by U.S. OMB Core-Based Statistical Area)
Ownership Status of Living Quarters	1 = Owned or being bought by you or someone in your household 2 = Rented for cash 3 = Occupied without payment of rent
Race/Ethnicity	1 = White, non-Hispanic 2 = Black, non-Hispanic 3 = Other, non-Hispanic 4 = Hispanic 5 = 2+ races, non-Hispanic

Variable	Values
State	State of residence
U.S. Census Region 4	1 = Northeast 2 = Midwest 3 = South 4 = West
U.S. Census Division 9	1 = New England 2 = Mid-Atlantic 3 = East-North Central 4 = West-North Central 5 = South Atlantic 6 = East-South Central 7 = West-South Central 8 = Mountain 9 = Pacific

#### Additional Data Provided for All Interviews

<u>Variable</u>	<u>Description</u>
Start Time	Date/time respondent began taking survey
End Time	Date/time respondent finished completing survey
Duration	Length of time in minutes for self-administration of the instrument for a respondent

## **Attachment B: Authorized Language for Client Communications Involving Descriptions of Ipsos as a Company and KnowledgePanel® Methodology**

### **Methodology**

The survey was conducted using the web-enabled KnowledgePanel®, a probability-based panel designed to be representative of the U.S. population. Initially, participants are chosen scientifically by a random selection of telephone numbers and residential addresses. Persons in selected households are then invited by telephone or by mail to participate in the web-enabled KnowledgePanel. For those who agree to participate, but do not already have Internet access, Ipsos provides at no cost a laptop/netbook and ISP connection. People who already have computers and Internet service are permitted to participate using their own equipment. Panelists then receive unique log-in information for accessing surveys online, and then are sent emails throughout each month inviting them to participate in research.

### **Ipsos Public Affairs**

Ipsos is an independent market research company controlled and managed by research professionals. Founded in France in 1975, Ipsos has grown into a worldwide research group with a strong presence in all key markets. Ipsos ranks third in the global research industry. At Ipsos we are passionately curious about people, markets, brands and society. We make our changing world easier and faster to navigate and inspire clients to make smarter decisions. We deliver with security, speed, simplicity and substance. We are Game Changers. With offices in 88 countries, Ipsos delivers insightful expertise across six research specializations: advertising, customer loyalty, marketing, media, public affairs research, and survey management. Ipsos researchers assess market potential and interpret market trends. We develop and build brands. We help clients build long-term relationships with their customers. We test advertising and study audience responses to various media and they measure public opinion around the globe. Visit [www.ipsos.com/en-us](http://www.ipsos.com/en-us) to learn more about Ipsos' offerings and capabilities.