The National Assessment of Collegiate Campus Climates (“NACCC”) is a web-based national campus climate survey created by the USC Race and Equity Center specifically for undergraduate students at participating community colleges and four-year institutions. The NACCC is a quantitative survey comprised of six constructs (plus demographic information): mattering and affirmation, cross-racial engagement, encounters with racial stress, racial learning and literacy, appraisals of institutional commitment, and impact of external environments.

This NACCC Enrollment Agreement (“Agreement”) is entered into as of the last date written below by and between the University of Southern California, on behalf of its USC Race and Equity Center (“USC”) and the undersigned institution (“Participating Institution”).

Section 1: NACCC Services

1(a): NACCC will provide Participating Institution with credentials for the institution’s designated administrators to an institution-specific survey administration web portal where administrators can upload undergraduate student contact information (described in Section 3(b)), provide optional customized text for invitation and reminder survey completion emails, and view survey completion progress.

1(b): During the Spring 2019 data collection period designated for Participating Institution, NACCC will distribute the NACCC survey via invitation email to Participating Institution undergraduate students, and distribute reminder emails to students who have not completed the survey.

1(c): NACCC will provide Participating Institution with a customized NACCC Report that includes aggregated data from their students and a NACCC Climate Score that permits benchmarking with other participating institutions and that provides recommendations for making the Participating Institution campus more inclusive.

Section 2: Terms of NACCC Data Collection and Data Security

2(a): NACCC survey administration protocol is approved by the University of Southern California Institutional Review Board (IRB). See letter of approval here.

2(b): NACCC will distribute the NACCC survey and invitation and reminder emails to Participating Institution undergraduate students, and approve optional customized text
from Participating Institution designated administrators for NACCC survey invitation and reminder emails.

2(c): NACCC is encrypted via SSL connection. Data access is limited to NACCC staff. Staff access is controlled via usernames and passwords.

2(d): NACCC is not responsible for providing or distributing survey incentives but can provide Participating Institution with names of survey respondents at the conclusion of the data collection for purposes of Participating Institution’s survey incentivizing plan.

2(e): Names of participating institutions will be posted on the USC Race and Equity Center website, listed in national reports, and highlighted in various forms of media. However, NACCC will not publicly disclose an individual institution’s data.

2(f): NACCC data will be analyzed and occasionally reported by institution size, type, geographic region, racial/ethnic groups, etc. All reporting of data in research publications and elsewhere will be done without naming participating institutions or identifying individual NACCC respondents.

2(g): Given the sensitive nature of the NACCC survey campus racial climate data, and to increase undergraduate student confidence in the confidentiality of their individual survey responses, NACCC secures and does not release individually identifiable data to Participating Institution.

2(h): NACCC complies with all U.S. Family and Educational Rights and Privacy Act (“FERPA”) regulations.

Section 3: Participating Institution Terms of Agreement:

3(a): Participating Institution will provide NACCC with institution administrative contacts who will be given credentials to the Participating Institution web portal for purposes of uploading undergraduate student contacts, providing optional customized text for invitation and reminder emails, and monitoring NACCC survey completion progress.

3(b): Participating Institution shall provide to NACCC an undergraduate student population data file containing an identification number, first name and last name, and e-mail address for every undergraduate student who is 18 years of age or older. NACCC does not accept social security numbers.

3(c): Undergraduates will be told that their participation in the NACCC is voluntary. No coercion can be used to increase participation, although Participating Institution may incentivize its students to participate in accordance with Participating Institution’s own regulations. NACCC can provide Participating Institution with names of survey respondents at the conclusion of the data collection for purposes of Participating Institution’s survey incentivizing plan.

Section 4: Participating Institution Payment for NACCC Services:

4(a): The price to enroll in the NACCC is $7,500 per Participating Institution campus, which includes a $500 non-refundable deposit. Invoices are sent within seven (7) business days
following NACCC receipt of Participating Institution’s signed NACCC Enrollment Agreement. Of the $7,500 total, $500 will serve as a non-refundable fee.

**4(b):** Participating Institution shall pay USC all applicable fees related to the NACCC within thirty (30) days of the date on the NACCC invoice by check or credit card.

**4(c):** Participating Institution agrees to pay any applicable withdrawal fees in accordance with the following cancellation schedule:

Following payment of the full $7,500, if Participating Institution wishes to cancel its enrollment in the Spring 2019 administration of the NACCC, refer to the table below for Participating Institution’s financial obligation. The cancellation cut-off date is February 1, 2019. After February 1, 2019, Participating Institution’s financial obligation to the NACCC is the full $7500.

<table>
<thead>
<tr>
<th>Cancellation time frame (begins after payment has been received)</th>
<th>Participating Institutions financial obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 5 – November 5, 2018 (Open Enrollment Period)</td>
<td>$500 non-refundable enrollment fee</td>
</tr>
<tr>
<td>November 6 – November 30, 2018</td>
<td>25% of total registration cost = $1,875</td>
</tr>
<tr>
<td>December 1 – December 31, 2018</td>
<td>50% of total registration cost = $3,750</td>
</tr>
<tr>
<td>January 1 – January 31, 2019</td>
<td>75% of total registration cost = $5,625</td>
</tr>
<tr>
<td>February 1, 2019</td>
<td>100% of registration cost = $7,500</td>
</tr>
</tbody>
</table>

**Section 5: Additional Terms:**

**5(a): Assignment.** Neither of the parties shall assign its respective rights or obligations pursuant to this Agreement without the express written consent of the other party.

**5(b): Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.

**5(c): Limitation on Liability.** To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.
5(d): Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of California. The Parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County of Los Angeles, State of California.

5(e): Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended in any respect except by a written agreement executed by both parties. The terms and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, administrators, representatives, executors, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the last date written below.

PARTICIPATING INSTITUTION

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

UNIVERSITY OF SOUTHERN CALIFORNIA
On behalf of its USC Center for Race and Equity

By: ________________________________
Name: Mark K. Todd
Title: Vice Provost – Academic Operations
Date: September 4, 2018