Third-Party Affiliated Researcher Agreement

The Houston Education Research Consortium (HERC)

_________________________ (Third-Party Affiliated Researcher) and the Houston Education Research Consortium (HERC) at the Kinder Institute for Urban Research at William Marsh Rice University enter into this Third-Party Affiliated Researcher Agreement (Agreement) for the conduct of the research entitled _______________________________________________________________________________________.

This project will commence on _________ and is to be completed __________________. This Agreement shall be effective as of the date of the last signature to this Agreement.

Third-Party Affiliated Researchers are required to follow the same research conditions as regular staff researchers at HERC. By signing this Agreement, Third-Party Affiliated Researchers agree to these conditions. Third-Party Affiliated Researchers are responsible for ensuring that their research team members also follow HERC procedures for the affiliated project.

Data Security: Data security is of vital importance to our work at HERC. The Houston Independent School District (HISD) allows HERC access to its data only because HERC has agreed to strict security protocols. HERC’s IRB also requires that it follow strict procedures to limit access to confidential data. Therefore:

A. Third-Party Affiliated Researchers and all members of their research team are obligated to follow all applicable data use and confidentiality requirements contained in the Memorandum of Understanding between The Houston Independent School District and William Marsh Rice University regarding the Houston Education Research Consortium, attached hereto and incorporated herein as Exhibit A. By signing this Agreement, you are agreeing to abide by such obligations and acknowledging that you understand the limits of how the data can be used, as well as HERC procedures for accessing data.

B. Third-Party Affiliated Researchers must submit documentation of IRB approval from their institution.

C. Anyone who is manipulating HERC data must obtain an account on HERC’s secure server, and all data must remain on the server for analysis (statistical software is available on the server). No data may be transferred to any computer or device that is not authorized by HERC. Only aggregate statistics may be downloaded.

Maintenance of Relationships with the Houston Independent School District (HISD): HERC researchers and Third-Party Affiliated Researchers must be mindful of the tremendous demands on HISD leadership. The public nature of the work that HERC conducts means that many
individuals, particularly media reporters, approach new research findings as an opportunity to call HISD to task, reveal flaws in reform efforts, or pronounce HISD’s claims of improvements as counterfeit. HISD gives HERC access to data because HERC offers a service to HISD – providing independent evaluation and research to help it improve. To be true to that partnership means that HERC and Third-Party Affiliated Researchers need to make HISD aware of our findings so that it can make decisions based on that work. Regular briefings of research findings to key leaders, and the release of penultimate drafts of reports, are mechanisms that allow HISD to feel prepared to respond to research results. While HERC and Third-Party Affiliated Researchers maintain the right to disseminate findings without HISD’s permission, HERC and Third-Party Affiliated Researchers must provide HISD the opportunity to be prepared to address the findings without public embarrassment. Therefore, HERC and Third-Party Affiliated Researchers agree to follow the guidelines listed below:

A. The research questions detailed by Third-Party Affiliated Researchers must be aligned with HERC’s mission, aiming to inform district decision-making.

B. HERC has a “no surprises” rule with HISD, so that it knows of findings well before they appear in the press. Third-Party Affiliated Researchers must share research findings with HERC, allowing sufficient time for HERC to share the findings with HISD.

Quality Control: In order to maintain the integrity of the research produced by HERC, all research projects, including those led by Third-Party Affiliated Researchers, should go through the regular stages of research review. See the attached table for the review process, attached hereto and incorporated herein as Exhibit B. In addition, all HERC researchers and affiliates must establish an account with the Open Science Framework (OSF) at http://www.openscienceframework.org/, and must create a new project there for each research project performed under this Agreement.

Rights to Publish: Third-Party Affiliated Researchers shall have the right, consistent with academic standards, to publish the results of research performed under the affiliated project, provided that Third-Party Affiliated Researchers and their research team follow the set conditions of work. These conditions include informing HERC prior to release (as described above) and going through the HERC research review process. HERC should be notified of any publications that result from the affiliated project, and HERC should be acknowledged in such publications. HERC reserves the right to post working papers produced by affiliates on the HERC website. To the extent that HERC is a coauthor of any Third-Party Affiliated Researchers’ publications, the parties will cooperate on all decisions and actions related to publishing such work and will take a pragmatic approach in determining each party’s respective intellectual property rights to such publications based on all relevant factors.

Public Release: Third-Party Affiliated Researchers and HERC will obtain approval from each other, and any other necessary affiliates related to either party, prior to issuing any press releases or other publicity in connection with this research, in which the name of the Third-Party Affiliated Researcher or HERC are identified as authors, affiliates, or sponsors of the project. Parties will agree to language relating to the nature of the affiliation, authorship, and sponsorship.

Affiliation: Third-Party Affiliated Researchers will be listed on the HERC website, along with the projects that they are conducting.
**Financial Consideration:** Because HERC has received funding from the Laura and John Arnold Foundation, HERC affiliates will be able to access the database free of charge but will not receive funding from HERC or HISD to conduct the research.

The Third-Party Affiliated Researcher named below agrees to these terms and conditions:

____________________________________________________
(Signature)
____________________________________________________
(Printed name)
____________________________________________________
(Institution)
____________________________________________________
(Date)

Research assistance/associates who are working with the Third-Party Affiliated Researcher on the affiliated project should indicate that they agree to these terms and conditions by signing below (attach additional pages if necessary):

____________________________________________________
(Signature)
____________________________________________________
(Printed name)
____________________________________________________
(Institution)
____________________________________________________
(Date)
____________________________________________________
(Signature)
____________________________________________________
(Printed name)
____________________________________________________
(Institution)
____________________________________________________
(Date)

THE HOUSTON EDUCATION RESEARCH CONSORTIUM

____________________________________________________
(Signature)
____________________________________________________
(Printed name)
____________________________________________________
(Date)
EXHIBIT A

Memorandum of Understanding
between the
Houston Independent School District
and
William Marsh Rice University
Regarding the Houston Education Research Consortium
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOUSTON INDEPENDENT SCHOOL DISTRICT
AND
WILLIAM MARSH RICE UNIVERSITY
REGARDING
THE HOUSTON EDUCATION RESEARCH CONSORTIUM

I. Introduction

This Memorandum of Understanding (MOU) is entered into between the Houston Independent School District (HISD) and William Marsh Rice University (Rice).

This MOU shall establish the Houston Education Research Consortium (HERC) as the means by which a collaboration between Rice and HISD shall occur. The purpose of this MOU is to document the terms under which Rice will conduct research and HISD will provide access to information for approved research projects, and to designate authorized representatives of the Parties.

In partnership with HISD, HERC aims to produce rigorous evidence for the purpose of closing the socioeconomic gaps in education achievement and attainment in Houston. In order to provide school administrators, community education leaders, and other policymakers the information they need to make informed decisions, HERC will collect original data, consolidate existing data from local, state, and federal sources, and analyze and disseminate research findings.

During the term of this MOU, both Parties will take necessary steps to facilitate the implementation of the provisions outlined in the MOU.

II. Interpretation

“Effective Date” means the last date of signature of this MOU.

“Contractual Term” means the period from the Effective Date until either Party terminates this MOU as provided herein.

“Confidential Information” means including but not limited to scientific knowledge, know-how, processes, techniques, formulae, products, plants, business affairs of the Parties, designs, sketches, specifications, drawings, reports, results, data plans, biological materials, and/or any other information exchanged between the Parties identified as Confidential Information.

“Intellectual Property Rights” means any provisional patent applications, granted patents, trademarks, copyrights, and design rights (registered or unregistered, know-how and all other intellectual property rights of whatever nature anywhere in the world).

“Parties” means Rice and HISD, and “Party” means either one.
“MOU” means this Memorandum of Understanding of collaboration between the Parties.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

III. Process of Collaboration

All projects shall adhere to the respective Party’s institutional guidelines and policies, and project proposals shall be approved by the Parties’ respective management and/or Institutional Review Board (IRB) prior to commencement. Authorized third-party researchers, HERC affiliates at other institutions who have been authorized to use HERC data, must also obtain IRB approval from their respective institutions and submit a copy of such approval to the HERC and the Rice University IRB Compliance Officer prior to commencement.

IV. Governance

The governance structure of HERC will consist of three arms of supervision: (1) a Director, (2) a FERPA/IRB Compliance Officer (Family Educational Rights and Privacy Act and Institutional Review Board), and (3) an Advisory Board.

A. Director

The Director will be Dr. Ruth N. López Turley. She will oversee all HERC activities, including its four main objectives, which are (1) to establish an education researcher-practitioner partnership that sets a research agenda based on the needs of local education leaders, (2) to assist in data collection as needed for addressing the research agenda, (3) to combine data from various local, state, and national sources and analyze it to inform local decision-making, and (4) to train a new generation of researchers who ask critical questions grounded in the needs of educational practitioners. The Director will consult national experts.

B. FERPA/IRB Compliance Officer

The FERPA/IRB Compliance Officer will be the Assistant Vice Provost for Research at Rice University and is responsible for FERPA/IRB compliance for sponsored research projects at Rice.

C. Advisory Board

The Advisory Board will consist of three representatives from HISD, three representatives from Rice University, two representatives from the non-profit sector, two representatives from the private sector, and one or two representatives from the Laura and John Arnold Foundation (LJAF), as determined by LJAF in its sole discretion. One of LJAF’s representatives shall be the Director of Research or an individual serving in a similar role, and the second LJAF representative, if present, may be any other LJAF staff member. The representatives from the non-profit and private sectors will be selected by HISD, Rice, and LJAF.
The Advisory Board will be responsible for two main areas of decision-making: (1) to select HERC's major research questions and core analytic projects and (2) to determine the deliverables for each approved research project.

1. Selection of Research Questions

The Advisory Board will ensure that the major research questions and core analytic projects address the most urgent needs of the students. All research questions must align with the mission of HERC, which is to close the socioeconomic gaps in achievement and attainment in Houston.

2. Deliverables

The Advisory Board will determine the deliverables for each approved research project carried out by HERC. The delivery mechanisms must ensure that HISD leadership can access it easily and use it. Furthermore, HERC will implement a "No Surprises" rule, in which HISD will receive advance notice of research findings before they are disseminated more broadly.

V. Duration

This MOU shall come into effect on the Effective Date and shall terminate when either Party terminates this MOU as provided herein.

VI. Timeline of Activities/Statement of Work

HERC's research agenda and corresponding timeline will be determined by the HERC advisory board, which will ensure that the agenda is aligned with HERC's stated mission.

VII. Data Sharing

In order to address the research questions established by the HERC Advisory Board, HISD will share existing data with HERC, and HERC will assemble and merge these data with data from other sources, such as the National Center for Education Statistics, the Census Bureau, the School Attendance Boundary Information System, and the Texas Education Agency.

HERC will collect original data from HISD as needed. All surveys of HISD students or employees must be approved in advance by the HISD Department of Research and Accountability and must be administered with minimal intrusion on instructional time. HERC will own the data and accordingly be responsible for collecting, assembling, cleaning, managing, and analyzing the data according to its stated mission. In addition to providing written reports to HISD, HERC will make these cleaned data files available to HISD, as requested.

Rice and HISD agree to the following data sharing terms and conditions:

HERC and authorized third-party affiliated researchers shall use data received from HISD for the sole purpose described in this MOU.
For purposes of clarity, “third-party affiliated researchers” refers to individuals selected by HERC who have doctorates or are doctoral candidates working under the supervision of research faculty, have a record of publication at peer-reviewed academic journals or publishers, and are affiliated with a research university or other research institution. To the extent that HERC has selected and authorized an individual who meets the qualifications listed above to participate in the research authorized by this MOU, HISD hereby approves of such individual being a third-party affiliated researcher for the purposes of this MOU. Parties agree that each third-party affiliated researcher will be required to sign an Affiliated Researcher Agreement, attached hereto and incorporated herein as Attachment A, before such researcher is granted access to any HERC data pursuant to this MOU.

When supplying HERC with data containing personally-identifying information, HISD shall use codes, ID numbers and other unique and non-personal identifiers whenever appropriate within FERPA guidelines. When HISD must send HERC data containing personally identifying information, HISD shall encrypt the data.

HERC has adopted physical and technical safeguards to secure the data, including limitations on employees’ access to the data, a requirement to physically secure electronic or hard copy files containing Confidential Information, and encryption of Confidential Information before it is transmitted electronically.

HERC shall designate an official to act as the contact person (liaison) for all matters related to this MOU. In addition, HERC will designate a temporary custodian of the data received from HISD pursuant to this MOU and shall promptly notify HISD of the name and contact information for any newly designated temporary custodian. The temporary custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the MOU, including confirmation of completion of the project. All such information shall be destroyed or returned to HISD when no longer needed for the purpose for which it was collected.

Further technical safeguards will be implemented as the technologies may provide or the needs will require. Temporary custodians with access to HERC data will have view access to source data and export access to results. The view access to source data is granted only for research purposes and the data are not to be exported in alternative form or removed from the approved systems. Shadow copies of source data are not to be created without proper authorization from HERC and the data owners.

HERC shall recognize that personally identifiable information collected in the course of conducting research is confidential. HERC will not disclose data produced by them under the MOU in any manner that could identify any individual or school, to any entity other than HISD or authorized employees, contractors, agents, and authorized third-party researchers affiliated with HERC, which HERC shall require to comply with the MOU and all applicable provisions of FERPA and other laws with respect to the data and information shared.

HERC and third-party affiliated researchers have the right to publish, present, or use the study results from the project in any medium. In so doing, HERC and third-party affiliated researchers shall not make public any personally-identifiable information of HISD’s teachers, principals, students or their parents (subject to legal processes); any publication or dissemination of data will be reported in the aggregate.
HERC shall not provide any personally identifiable information obtained under this MOU to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iv).

HERC and third-party affiliated researchers shall provide HISD with one electronic copy of the final versions of all reports prior to publication.

HERC shall have no obligation to respond to any request for information made by HISD pursuant to a federal, state, or local statute, rule or regulation, concerning freedom of information, open records, or similar public access to documents (Open Records Request). HERC shall promptly transmit any Open Records Request to HISD, and HISD shall be solely responsible for responding to it. A copy of such response shall be provided to HERC. HISD shall defend, hold harmless, and, to the extent permitted by law, indemnify Rice in connection with any complaint, charge, or legal action seeking to compel the production of documents responsive to an Open Records Request.

VIII. Protection of Personally Identifiable Information

Rice University complies with Federal, State, and local laws and regulations related to the protection of confidential or sensitive personally identifiable information. Personally identifiable information refers to any data which enable the identification of a specific person and reveals personal information. The policy applies regardless of how the data are stored or transmitted (e.g., electronic, paper, or other media).

Confidential or sensitive data will be collected, stored, transmitted, and disposed using the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with the research agenda established by the Advisory Board; (ii) confidential/sensitive data will be restricted in its distribution and accessibility such that only lead researchers who have signed pledges of confidentiality and third-party affiliated researchers who have signed the affiliated researcher agreement may access these data; student research assistants will be granted access to de-identified data under secure conditions and under the supervision of the lead researchers; (iii) confidential/sensitive data will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, confidential/sensitive data will be disposed through secure means such as shredding and completely erasing hard drives.

In the conduct of fulfilling the provisions of this MOU, the Parties shall comply with all laws, regulations, rules, policies, guidelines and standards of the governmental authority having authority over the conduct of the use or review of data obtained as a result of the studies conducted under this MOU (Applicable Laws). Applicable Laws include, without limitation, 21 CFR Pts. 50, 54 and 56 and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Pts. 160 and 164 HIPAA), as amended from time to time. Applicable Laws include all conditions of approval imposed by the Institution's Institutional Review Board, as defined in 21 CFR Pt. 50 (IRB), and other applicable authorities. CFR means the United States Code of Federal Regulations, as amended from time to time.
Lead researchers and third-party affiliated researchers will conduct studies only with the initial and continuing review and approval of their respective institutions' IRB. Third-party affiliated researchers will immediately notify HERC and HERC will immediately notify HISD if the IRB (i) withdraws approval or suspends the study; (ii) requires modifications to the study or protocol; (iii) is suspended, terminated or subject to other sanctions by any governmental authority; or (iv) issues any directives that conflict with any approved protocols.

IX. No Partnership

Nothing in this MOU shall constitute a partnership between the Parties, nor authorize either Party to incur any liability on behalf of the other.

X. Financial Arrangements

All research costs will be incurred by HERC. Rice University shall not charge HISD for the research conducted. HISD respondents (e.g., students, parents, teachers and other staff) may receive a nominal compensation for participating in studies, in order to achieve adequate response rates. HERC has received funding from LJAF and may receive additional funding from other organizations. Rice University is the grantee for awards made for HERC's work, and Dr. Ruth N. López Turley, HERC Director, is the Principal Investigator.

All HERC staff will be employed by Rice University and subject to Rice Policies. The HERC Director will have the opportunity to consult HISD administrators in all of the following: (1) preparation of job descriptions for HERC staff; (2) recruitment and interviewing of applicants; (3) hiring decisions; and (4) evaluation of HERC employee performance, including success in meeting deadlines and presenting deliverables as requested by the Advisory Board.

Furthermore, it is understood that each Party to this MOU shall be responsible for its own expenses, unless otherwise agreed. Neither Party is precluded from independently seeking funding to promote the stated goals and objectives of this MOU. It is further understood that each Party shall budget and expend such funds in accordance with respect to their institutional policies. Each Party shall be responsible for its own expenses. It is not the intent of the Parties to seek external sources of support in order to accomplish the Broad Objectives and Areas of Collaboration detailed herein.

XI. Confidentiality

Each Party undertakes in favor of the other that it will treat as confidential all results including any and all information whether of a technical or scientific nature or otherwise relating in any manner to the business or affairs of the other Party as may be communicated to it hereunder or otherwise in connection with this MOU and will not disclose such information to any person, any legal entity, or to the media, and will not use such information other than for the purpose of this MOU, subject to any prior specific written authorization by the other Party to such disclosure or use.

The provisions of Clause VII shall not apply to any information which (i) is in the public domain other than by default of the recipient Party; (ii) is obtained by the recipient Party from a bona fide third Party having the right to disseminate such information; (iii) had already been independently generated by the
recipient Party or is required to be disclosed by law or a valid order of a court of competent jurisdiction; or (iv) is requested of any governmental or other regulatory authority, in which event the disclosing Party shall so notify the other as promptly as practicable (and if possible prior to making any disclosure) and shall use its reasonable endeavors to seek confidential treatment of such information.

XII. Publication

HERC will provide a draft copy of any proposed publications to HISD at least two weeks prior to broader dissemination, and HISD may request HERC to delay publishing for a maximum of 30 days.

All publications issued by HERC will have at least one HERC investigator in the list of authors. In order to maintain research integrity and to produce independent reports and evaluations, HISD personnel will not be permitted authorship on HERC publications. HERC will invite HISD input to determine the research agenda but not to collect and analyze data or to produce reports.

XIII. Intellectual Property

The patent foundation of technology transfer offices or equivalent structures of the Parties shall collaborate on the protection and commercialization of all Intellectual Property Rights within the Parties. The nature and scope of collaboration shall be determined on a Project-by-Project basis, prior to either Party acting independently.

The Parties shall adopt a pragmatic approach to Intellectual Property Rights. Ownership of intellectual property will vest in the Party/Parties that created the intellectual property; where contributions were equal, vesting of such rights will be joint.

The Parties shall ensure that the necessary steps are taken in their respective organizations to prevent infringement of their respective Intellectual Property Rights.

For avoidance of doubt, ownership, and other rights in and to pre-existing intellectual property of the Parties shall not be affected by this MOU.

XIV. Use of Name and Publicity

Neither HISD nor Rice shall use the other Party’s name, trademarks or other logos, or the names of any individuals involved in the Research Project, including, but not limited to, the Principal Investigator and the other research team members, in any publication or public presentation without the prior written consent of such other Party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of funding in any such publication or public presentation. To the extent LJAF will be mentioned in any material external communication or publication, Parties must seek prior written approval from LJAF’s Director of Communications or President. Notwithstanding the above, each Party has the right to post on their websites that an award to Rice has been made and include a short public abstract.
XV. Termination

The Parties may terminate this MOU at any time by mutual written agreement, in which event the Party wishing to terminate shall give the other Party thirty days written notice of its intention to terminate the MOU.

XVI. Survivability

Clause XI (Confidentiality) shall survive the expiration or termination of this MOU by five years.

XVII. General

No alteration, cancellation, variation or addition to this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the Parties or their authorized signatories.

This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.

None of the provisions of this MOU shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

The headings appearing in this MOU have been used for reference purposes only and shall not affect the interpretation of this MOU.

If any clause or term of this MOU should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this MOU shall be deemed to be severable there from and shall continue in full force and effect.

Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this MOU without the prior written consent of the other Party, whose consent may not be unreasonably withheld.

XVIII. Notices

The following individuals are the contact points for each Party under this MOU. These individuals are responsible for the management and coordination of the requirements for each respective Party under this agreement. Copies of correspondence related to the modification, amendment, extension or termination of this agreement, or any other legal matter pertaining to this agreement, shall be furnished to these individuals with additional copies to:

For the Houston Independent School District on academic matters:
Carla Stevens, Assistant Superintendent for Research and Accountability
By signing below, each Party represents that s/he is authorized to execute this agreement and is bound to all terms of the MOU, and to bind all related or affiliated institutions, individuals, employees or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data are stored, maintained, or used in any way.

This MOU shall only become effective and legally binding on the Parties once it has been signed by the Parties.

No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the other Party in writing.

The Parties agree that this MOU will not in any way affect or impinge upon any existing or imminent agreements between them and other stakeholders and that the basis of this MOU is non-exclusive.
Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.

Any dispute arising under this MOU shall be resolved in accordance with the laws of the State of Texas.

The terms of this MOU may be modified only upon a prior written amendment agreement executed by all Parties to this MOU.

This MOU constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

The Parties have caused this agreement to be executed by their duly authorized representatives. By signing this MOU, HISD and Rice signify that each Party understands and will comply with the conditions stated above.

XX. Authorization

WILLIAM MARSH RICE UNIVERSITY

By: ____________________________
Name: Melinda Cotten, Director
Assistant Vice Provost
Date: 11/19/15

HOUSTON INDEPENDENT SCHOOL DISTRICT

By: ____________________________
Name: Terry B. Grier
Superintendent of Schools
Date: 11/19/15

I have read and understand the terms and conditions contained herein:

By: ____________________________
Rice Principal Contact
Date: 11/19/15

By: ____________________________
HISD Principal Contact
Date: 11/23/15
HOUSTON INDEPENDENT SCHOOL DISTRICT

REQUESTOR'S SIGNATURE:

By: Carla J. Stevens, Asst. Supt., Research & Accountability

☐ Campus
☐ Department
Number 438
SIGNATURE PAGE FOR CONTRACTS UNDER $50,000

PROVIDER

William Marsh Rice University
[See previous page]

HOUSTON INDEPENDENT SCHOOL DISTRICT

By: ________________________________

Kenneth Huewitt
Chief Financial Officer

OR

By: ________________________________

Sherrie H. Robinson 12-15-15
Controller

APPROVED AS TO FORM

By: ________________________________

Elnieita Hutchins-Taylor 11-23-15
General Counsel

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