

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Buffett Master Agreement and Authorization for
Chancellor to Approve and Sign Study Orders**

In accordance with Policy 6401, the Board is asked to approve the Master Agreement to Conduct Studies by and between the Susan Thompson Buffett Foundation and the Nebraska State Colleges. This Agreement extends the terms of previous Agreements that have allowed the Foundation to conduct studies that benefit both parties as related to the Buffett Scholarship Program. This Agreement expands the terms to include new Studies that are approved by both parties, using the Study Order Form template that is included as Appendix I of the Agreement, to outline the parameters of each Study.

The Board is also asked to authorize the Chancellor to approve and sign Study Orders that will be mutually beneficial to both parties and support the State Colleges in strengthening their support of student success.

The System Office recommends approval of the Buffett Master Agreement and Authorization for Chancellor to Approve and Sign Study Orders.

ATTACHMENTS:

- Master Agreement to Conduct Studies (PDF)

**MASTER AGREEMENT TO CONDUCT STUDIES
BY AND BETWEEN
THE SUSAN THOMPSON BUFFETT FOUNDATION
AND BOARD OF TRUSTEES FOR THE NEBRASKA STATE COLLEGES**

This Master Agreement to Conduct Studies (this “Agreement”) is entered into effective September __, 2023 (the “Effective Date”) by and between The Susan Thompson Buffett Foundation, a Nebraska non-profit corporation (“Foundation”) and the Board of Trustees for the Nebraska State Colleges on behalf of Chadron, Peru and Wayne State Colleges (“NSCS”). Foundation and NSCS may be referred to either individually as a “Party” or collectively as the “Parties.”

WHEREAS, Foundation has established and administers The Susan Thompson Buffett Foundation Scholarship program (the “Scholarship Program”), which provides scholarships to Nebraska residents attending Nebraska public, post-secondary educational institutions, including a significant number of students enrolled at NSCS;

WHEREAS, Foundation endeavors to provide at-promise Nebraskans with access to higher education and support for degree completion;

WHEREAS, NSCS determines that Foundation is uniquely qualified to continue to manage an ongoing study for and on behalf of NSCS based on Foundation’s longstanding commitment to advancing higher education access and attainment for students within the State and its depth of experience and effectiveness in gathering, validating, analyzing and assessing student data to, among other things, inform improvements by NSCS in (a) instruction through educational delivery and assessment, and (b) the administration of aid programs;

WHEREAS, student “educational records” maintained by institutions of higher education are confidential information, governed and protected by the federal law known as the Family Educational Rights and Privacy Act of 1974 and its related regulations promulgated by the Department of Education, found at 34 CFR Part 99 (collectively, “FERPA”);

WHEREAS, federal student aid data maintained by institutions of higher education is also confidential information that may only be used only as allowed by law and for the application, award, and administration of federal student aid, State aid, or other designated aid governed and protected by the federal law known as the Higher Education Act of 1965 (the “HEA”);

WHEREAS, NSCS and Foundation previously entered into that certain Agreement to Conduct Study dated May 24, 2012, as amended and restated in its entirety by that certain Amended Agreement to Conduct Studies dated September 14, 2016, as amended by that certain Memorandum of Understanding dated August 25, 2017, and that certain Second Amendment to Agreement to Conduct Study dated June 24, 2022 (collectively, the “Original Agreement”) to enable evaluation of the Scholarship Program; and

WHEREAS, in furtherance of their mutual goals and in accordance with the terms of this Agreement, NSCS and Foundation wish to continue prior studies governed by and in accordance

with the Original Agreement (the “Original Agreement Studies”) and conduct additional studies beginning on and after the Effective Date hereof (each, a “Study” and collectively, the “Studies”) on a per project basis in accordance with FERPA and the HEA and the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

I. STUDIES. Foundation, through its employees, contractors, subcontractors, agents and representatives, will conduct each Study on a per project basis. Each specific Study to be conducted is specifically defined in a separate “Study Order” in the form of the attached Exhibit A, and which, when executed by both Parties, become a part of this Agreement and are incorporated herein by this reference. In the event of a conflict between or among the terms of this Agreement and a Study Order, the terms of this Agreement shall control. Any exception to this order of preference must be specifically described in the applicable Study Order and signed by the Parties.

II. DATA SUPPLIED. Consistent with FERPA, NSCS shall provide Foundation and/or Foundation's contractors with the administrative student record data (“NSCS Data”) based on the data elements described in each Study Order. NSCS Data will not include administrative student record data for students who have obtained a FERPA hold under NSCS’s FERPA policy. To the extent NSCS Data includes HEA data, such data shall only be used in a manner permissible under the HEA. Foundation may utilize other administrative data obtained by Foundation through Foundation’s scholarship application or administrative processes to perform the tasks outlined in the Study Order. The data elements listed in each Study Order may be amended from time-to-time in order to promote the objectives of the Study. Such amendment shall be in writing from the Authorized Representative (as defined hereinafter) of each Party and may be sent via email correspondence, with no contractual amendment required.

III. TERM AND TERMINATION.

1. The term of this Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2028, unless earlier terminated as provided herein (the “Initial Term”). This Agreement may be renewed for an additional term or terms through mutual written agreement of the Parties. As used herein, “Term” shall refer to the Initial Term plus any renewals of this Agreement, or until this Agreement is terminated as provided herein.

2. The term of each Study Order is defined in the applicable Study Order. The Parties may agree in writing to permit a Study Order term to extend beyond the Term of this Agreement, in which case the terms and conditions of this Agreement shall continue to govern the Study Order.

3. This Agreement or any Study Order may be terminated by either Party at any time by providing thirty (30) days' prior notice to the other Party.

IV. DATA TRANSFER AND LOG. NSCS Data will be uploaded by NSCS’s Authorized Representative and stored on a secured web-based server, access to which will be controlled by NSCS’s Authorized Representative or the Vice President of College Access and Success at

Foundation. Through its contractual agreements covering the individuals analyzing NSCS Data, Foundation will ensure maintenance of a log or other record of all NSCS Data requested and received pursuant to each Study Order, including confirmation of the destruction of NSCS Data as described below.

V. DATA CONTROL AND SECURITY. NSCS Data must be stored and transmitted using industry-standard protection to ensure that only authorized personnel of Foundation and Lead Research Institutions have access to NSCS Data both at rest and in transit. Upon reasonable request, NSCS or its agents shall be allowed to review Foundation's security measures, in order to ensure that NSCS Data is stored in accordance with security measures meeting the reasonable expectations of NSCS. All copies of NSCS Data of any type, including any modifications or additions to NSCS Data from any source that contains information regarding individual students, are subject to the provisions of this Agreement and in the same manner as the original NSCS Data disclosed by NSCS to Foundation. No report of aggregate data based on an *identifiable group* of students fewer than ten in number shall be released to anyone other than NSCS. Foundation shall require that all employees, contractors, and agents working on this project abide by that statistical cell size.

VI. DATA DESTRUCTION. Foundation shall require all employees, contractors, or agents of any kind with access to NSCS Data to comply with reasonable data destruction measures provided for in any Study Order. Provisions for the destruction of NSCS Data for each Study Order shall include, at a minimum, requirements that all Foundation employees, contractors, or agents of any kind working on each Study destroy all NSCS Data containing personally identifiable information upon termination of the Study or after any necessary replication or validation time period as outlined in each Study Order, in a manner that makes it unreadable, indecipherable and irrecoverable.

VII. GENERAL TERMS AND CONDITIONS FOR USING NSCS DATA AND CONDUCTING STUDIES.

1. **Compliance.** In all respects, NSCS and Foundation shall comply with the provisions of FERPA and the HEA. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student record information in a manner not allowed by law.
2. **Liaison.** In the applicable Study Order, NSCS will designate one individual to serve as its liaison for all communications with Foundation regarding data requests and transfers related to NSCS Data for that Study. The person serving as such liaison pursuant to such Study Order may be changed from time-to-time by giving written notice to the other Party and the Authorized Representative of each Party specified within this Agreement.
3. **Purpose and Limits on Scope.** Foundation will obtain NSCS Data under FERPA pursuant to the studies exemption of 34 C.F.R. Section 99.31(a)(6). NSCS Data shall be used by Foundation for no purpose other than the Studies, as authorized under FERPA and its implementing regulations governing disclosure of personally identifiable information from educational records, which require that the Studies must be conducted for the purpose

of (1) developing, validating or administering predictive tests; (2) administering student aid; or (3) improving instruction. To the extent NSCS Data include HEA data, the Study must be designed to support NSCS in the administration of aid programs, including the application, award, and administration of federal student aid, State aid, or student aid awarded by other federal agencies (i.e., Department of Defense, Veterans Affairs). Nothing in the Agreement shall be construed to authorize Foundation to have access to data or use NSCS Data for purposes beyond the scope of the Studies, and as set forth on a Study Order. Access to NSCS Data shall be limited to those representatives of Foundation with a legitimate interest in the information for purpose of effectuating the Study Order. Except as provided for in sub-section 4, Foundation further agrees not to share NSCS Data with any other entity without prior written approval from NSCS. NSCS retains all ownership interest in NSCS Data, and Foundation understands that this Agreement does not convey any rights of data ownership to Foundation.

4. **Confidentiality.** Foundation shall require all employees, contractors, subcontractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA, the HEA, and other federal and state laws with respect to NSCS Data. Foundation agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agency with access to NSCS Data. Without limiting the foregoing, the confidentiality agreement for each of Foundation's individual employees, subcontractors, or agents shall be in the form substantially similar to that attached hereto as Exhibit B. Nothing in this section authorizes Foundation to share NSCS Data provided under this Agreement with any other individual or entity for any purpose other than performing the Studies' work consistent with this Agreement. More specifically, the Parties acknowledge that Foundation will engage highly skilled researchers to conduct all or part of the Studies; and it is clearly understood that FERPA requires the Studies to be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of Foundation who have a legitimate interest in the personally identifiable information. Unless otherwise required by law (e.g. Nebraska Public Records Act), updates and status reports on the Studies, as well as interim information on the Studies may be distributed to a Party's governing board and other persons working for or on behalf of that Party, without the necessity of sharing the update, report, or interim information with the other Party.

5. **Amendment.** Foundation shall not materially amend or alter the scope, design, format, or description of the Studies, except as consistent with this Agreement and the applicable Study Order, without a prior amendment to the Study Order in writing mutually agreed-upon by the Authorized Representative of each Party specified within this Agreement, which may be sent via email correspondence with no contractual amendment required. During the Term, Foundation shall provide NSCS with an annual status report for each Study, including such information as set forth in the applicable Study Order.

6. **Human Subject Research Principles.** NSCS and Foundation mutually agree and acknowledge that compliance with the basic principles of respect for persons, beneficence and justice that serve as the ethical foundations underlying the conduct of human subject research is essential. Foundation shall require all contractors, subcontractors, and agents

performing supplemental research activities for the Study that directly involve students reflected in NSCS Data (i.e., interviews, surveys, and similar methodologies) to seek and obtain approval from the Institutional Review Board of their institutions or entities, if extent, prior to commencement of any research activities and to seek approval for amendments to any such approved protocol should changes in the original protocol occur. Foundation warrants that the Institutional Review Boards of each institution identified in a Study Order as conducting the applicable Study (each, the "Lead Research Institution") have reviewed and approved the Study and will continue to conduct annual reviews of the Study. NSCS shall have the right to request any original or amended protocol approvals obtained from the Lead Research Institution's Institutional Review Board.

7. **Consent.** The Parties agree that unless such requirement is waived by the applicable Institutional Review Board ("IRB"), students attending NSCS during the Term, and whose participation in supplemental research activities (i.e., interviews, surveys and similar methodologies) is required for the applicable Study, shall complete a consent form as required by law or IRB protocol, and such form shall be attached to the applicable Study Order (each, a "Consent Form") prior to the disclosure of the requested information or record. It is acknowledged that IRB review of research protocols may condition protocol approval subject to other requirements for notice and consent in regard to specific aspects of each Study in accordance with their respective procedures. The Parties agree that, if required, the Consent Form attached to each Study Order shall serve as the minimum required consent for release of NSCS's administrative student record data. To the extent applicable, Foundation and its agents, contractors, and subcontractors (including the Lead Research Institutions) shall be responsible for obtaining any required Consent Form and parental consent (when necessary), preserving a record of such executed Consent Form and providing documentation of such consent to NSCS as and when requested.

8. **No Reproductions.** Foundation shall not copy, reproduce, or transmit NSCS Data obtained pursuant to this Agreement, except to Foundation's own agents and Lead Research Institutions acting as necessary to fulfill the purpose of the Studies. The ability to access or maintain NSCS Data shall not under any circumstances transfer from Foundation to any other individual, institution, or entity, except those contractors and subcontractors, acting as agents of Foundation, including the Lead Research Institutions.

9. **No Redisclosures.** Foundation shall not disclose NSCS Data obtained under the Agreement in any manner that could identify any individual student or parent, except as authorized by FERPA, to any entity other than NSCS, or authorized employees, contractors, and agents of Foundation working on the Studies. Persons working on the Studies on behalf of the Parties shall neither disclose or otherwise release NSCS Data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group.

10. **Authorized Users.** Foundation shall not provide any NSCS Data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA or prohibited from receiving data due to the regulatory five-year ban for wrongful distribution

of personally identifiable information.

11. **Non-Assignment.** No other entity is authorized to continue research using NSCS Data upon the termination of the applicable Study Order unless expressly set forth in the Study Order to the extent NSCS Data is used for the time period set forth in the applicable Study Order to allow for research needed to validate the results of the Study.

12. **Disseminations.** Except as specifically described in the applicable Study Order, Foundation and its agents and subcontractors, including the Lead Research Institution, have the right, consistent with scientific standards, to share the results of the Studies with third parties, which sharing may include, but is not limited to, submission of manuscripts for publication in peer review literature, issuance of issue or policy briefs, issuance of an online blog post, or dissemination of materials for stakeholders (each, a “Dissemination”), provided that (a) such Dissemination shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, (b) Foundation shall provide NSCS with any proposed Dissemination at least thirty (30) days in advance of issuance of such Dissemination for NSCS to review; and (c) Foundation shall delete any personally identifiable NSCS Data identified by NSCS. Foundation shall provide NSCS with an electronic copy of any Dissemination associated with the Studies. NSCS reserves the right to distribute and otherwise use such Dissemination as it wishes, in sum or in part, provided that it shall provide appropriate credit to Foundation or the Lead Research Institution as the source of the Dissemination.

13. **Unauthorized Use.** Foundation shall report either orally or in writing to the NSCS any use or disclosure of NSCS Data or information not authorized by this Agreement (“Unauthorized Data”), including any reasonable belief that an unauthorized individual has accessed the Unauthorized Data. Foundation shall make the report to NSCS immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Foundation reasonably believes there has been such unauthorized use or disclosure. The report shall identify: (a) the nature of the unauthorized use or disclosure; (b) the Unauthorized Data used or disclosed; (c) who made the unauthorized use or received the unauthorized disclosure; (d) what Foundation has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; and (e) what corrective action Foundation has taken or will take to prevent future similar unauthorized use or disclosure. Foundation shall provide such other information, including a written report, as reasonably requested by NSCS.

14. **Breach Notification.** The Parties agree to comply with all applicable laws requiring notification of individuals in the event of access to Unauthorized Data. The Parties agree and acknowledge that NSCS shall be entitled to direct and control the response regarding any data security incident that requires notification to affected individuals. The Parties agree to cooperate to reasonably respond to a data security incident immediately upon discovery.

15. **Insurance.** Foundation or any vendor utilized to host a web-based server utilized pursuant to this Agreement agrees to maintain throughout the term of this agreement and for two (2) years after this agreement ends coverage for network security/data

protection/cyber liability insurance with a limit of \$3 million each claim and in the aggregate. Covered incidents shall include: breach of security and breach of security/privacy laws, rules or regulations, now or hereinafter constituted or amended and data theft, damage, unauthorized disclosure, destruction, or corruption, including unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, privacy and security liability, privacy regulatory defense and payment of civil fines, breach response costs (including notification costs, forensics, call center services, identity theft protection, and crisis management/public relations services. Cyber liability coverage will be on a claims-made basis with a retrospective date on or prior to the date of this Agreement. The policy must provide worldwide coverage. If the services under this Agreement are performed by an independent contractor, then the requirements of this paragraph are to be satisfied through the independent contractor(s) each purchasing and maintaining such insurance and providing evidence of such coverage to NSCS upon NSCS's request.

VIII. GENERAL CONTRACT PROVISIONS.

1. **Independent Contractor.** This Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that Foundation and NSCS shall remain independent contractors.

2. **Mutual Indemnification.** To the extent allowed by law, each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

3. **Notice.** Notice of termination of this Agreement by either Party shall be in writing and delivered personally or sent by certified mail to the address noted below. All other notices to either Party shall be in writing and may be delivered personally or sent by email or U.S. mail, addressed to the following individuals:

To Foundation:

Kellie Pickett, Ph.D.
Vice President of College Access and
Success The Susan Thompson Buffett
Foundation 808 Conagra Drive, Suite 300
Omaha, NE 68102
Email: kpickett@stbfoundation.org

To NSCS:

Nebraska State College System

Paul Turman
1233 Lincoln Mall, Suite 100
Lincoln, NE 68508
Email: pturman@nscs.edu

4. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either Party to assign its obligations hereunder shall be void.
5. **Integration.** This Agreement, together with all exhibits and executed Study Orders, constitute the entire agreement between Foundation and NSCS with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties, written or oral, provided that the Original Agreement remains the entire agreement between Foundation and NSCS with respect to the Original Agreement Studies.
6. **Amendment.** This Agreement may not be amended except by an agreement signed by Foundation and an authorized representative of NSCS, provided, however, that the Parties may permit changes, in the discretion of each Party, to be agreed to in writing and sent via email correspondence, with no contractual amendment required.
7. **Governing Law.** Compliance with the Law; Compliance with NSCS Policy. This Agreement shall be governed by the laws of the State of Nebraska. Each Party warrants that the performance hereunder, whether provided directly or through subcontractors of the Party, shall fully comply with all applicable federal, state and local statutes, laws, rules and regulations, and that it shall be deemed a material breach of this Agreement if a Party shall fail to observe this requirement. In addition, Foundation warrants that those performing the obligations under this Agreement, on behalf of Foundation, shall comply with all policies, rules and regulations governing human subject research of their respective Institutional Review Board.
8. **Subcontractors.** Foundation and its subcontractors shall use an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska pursuant to this Agreement, as required pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
9. **Partial Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
10. **Cumulative Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

11. **Waiver.** No waiver of or failure by any Party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

12. **Survival.** Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the termination of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement to Conduct Studies as of the Effective Date.

BOARD OF TRUSTEES FOR THE NEBRASKA
STATE COLLEGES

By: _____
Paul Turman, Chancellor

THE SUSAN THOMPSON BUFFETT
FOUNDATION

By: _____
Allen Greenberg, President

EXHIBIT A
to the Master Agreement to Conduct Studies

See following page.

STUDY ORDER NO. [REDACTED]

This Study Order No. [REDACTED] (this “Study Order”) is entered into as of [REDACTED], 20[REDACTED] (the “Study Order Effective Date”) pursuant to the terms and conditions contained in the Master Agreement to Conduct Studies dated [REDACTED], 2023 (the “Agreement”) by and between The Susan Thompson Buffett Foundation (“Foundation”) and the Board of Trustees for the Nebraska State Colleges on behalf of Chadron, Peru and Wayne State Colleges (“NSCS”). Terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. Study. A description of the Study to be conducted by utilizing NSCS Data on behalf of Foundation pursuant to this Study Order and the associated deliverables are included on Attachment 1 to this Study Order. The Lead Research Institution conducting the Study will be [REDACTED]. Regular status updates and/or reports required of the Lead Research Institution will be specified in Attachment 1, and Foundation will share copies of such updates and reports with NSCS .

2. NSCS Data. The specific data elements NSCS will use to provide NSCS Data for the Study are outlined on Attachment 2 to this Study Order. NSCS hereby gives its written consent for Foundation to share NSCS Data with the Lead Research Institution and the Lead Research Institution’s subcontractors identified in Attachment 1, in accordance with the Agreement for the purposes of conducting the Study.

3. Term. This Study Order shall commence on the Study Order Effective Date and shall continue for a term of [REDACTED] () [months/years] (the “Study Order Term”), provided that the Lead Research Institution may continue using NSCS Data solely to validate the results of the Study for an additional period of [REDACTED] () [months/years] after the Study Order Term pursuant to the terms and conditions of the Agreement and this Study Order but not limited to, those certain data archive and destruction procedures set forth in Attachment 3.

4. Consent Form. Foundation agrees that students attending NSCS during the term of this Study Order, and whose confidential educational records are requested by the Lead Research Institution, shall complete the Consent Form attached hereto as Attachment 4 prior to disclosure of the requested record. [Note that this Section 4 may be removed if a Consent Form is not required by the applicable IRB.]

5. NSCS Liaison. The NSCS hereby designates [REDACTED] to serve as its liaison for all communications with Foundation regarding data requests and transfers related to NSCS Data for the Study.

6. [If Needed]: Use of Certain Data. For the avoidance of doubt, NSCS hereby gives its written consent that data provided to Foundation for the purpose of conducting the

Study and provided by Foundation to the Lead Research Institution in accordance with the terms of Study to continue to be used by the Lead Research Institution for the purpose of conducting the Study.

7. [If Needed]: Dissemination. The Parties expressly agree that the terms related to Disseminations in Section VII (12) of the Agreement are applicable to the Study except as follows:

IN WITNESS WHEREOF, the respective Parties have entered into this Study Order as of the Study Order Effective Date.

THE SUSAN THOMPSON BUFFETT FOUNDATION

BY: _____ DATE: _____
Allen Greenberg, President

BOARD OF TRUSTEES FOR THE NEBRASKA STATE COLLEGES

BY: _____ DATE: _____

Printed Name: _____

Title: _____

Attachment 1 to Study Order No. ____

Description of Study and Deliverables

[Insert.]

Attachment 2 to Study Order No. ____

NSCS Data Elements

[Insert.]

Attachment 3 to Study Order No. ____

Data Archive and Destruction Procedures

[Insert.]

Attachment 4 to Study Order No. ____

Consent Form

[Insert.]

EXHIBIT B
to the Master Agreement to Conduct Studies

See following page.

**INDIVIDUAL
CONFIDENTIALITY AGREEMENT
FOR STUDY ORDER NO. _____**

I, _____, an individual employee, subcontractor, or agent of The Susan Thompson Buffett Foundation ("Foundation"), acknowledge and agree that pursuant to the Master Agreement to Conduct Studies by and between the Board of Trustees for the Nebraska State Colleges on behalf of Chadron, Peru and Wayne State Colleges ("NSCS") and effective _____, 2023 (the "Master Agreement") and that certain Study Order No. __dated __, 20__(the "Study Order" and collectively the "Agreement"), NSCS has provided Foundation access to certain administrative student record data owned by NSCS ("NSCS Data"). Terms not defined herein shall have the meaning ascribed to them in the Agreement.

Pursuant to the Agreement, I acknowledge that Foundation is:

(a) obligated to comply with all applicable provisions of the FERPA and other federal and state laws with respect to NSCS Data;

(b) is obligated not to disclose NSCS Data obtained under the Agreement in any manner that could identify any individual student or parent, except as authorized by FERPA, or to any entity other than NSCS or authorized employees, contractors, and agents of Foundation working on the Study described in the Study Order;

(c) is obligated not to provide any NSCS Data to any entity or person ineligible to receive data protected by FERPA or prohibited from receiving data by virtue of a regulatory five-year ban for wrongful distribution of personally identifiable information; and

(d) is obligated to ensure and seek agreements with its contractors to ensure the proper storage, archiving, and destruction of NSCS Data pursuant to the applicable Study Order.

I will put forth my best efforts to ensure Foundation's obligations are met.

(Signature)

(Date)