

NON-DISCLOSURE AND LIMITED ACCESS AGREEMENT

This Non-Disclosure and Limited Access Agreement (the "Agreement") is entered into effective July 7, 2018 between PGSS Campaign, Inc., a Pennsylvania domestic non-profit corporation ("Party of the First Part" or "Corporation"), and Walter Burge, an individual having an address of PO Box 1766, Novato, CA 94948 ("Recipient").

1. Key Definitions

(a) Program

As used herein, the term "Program" shall refer to the Pennsylvania Governor's School for the Sciences, which ran between the years of 1982-2009 and 2013-2018 under the names of the Pennsylvania School of the Sciences, then later the Pennsylvania Governor's School for the Sciences or simply PGSS.

(b) Personal Identifying Information

As used herein, the term "personal identifying information" or "PII" shall refer to data used for the express purpose of distinguishing or tracing individual identity, and shall include but not be limited to the following pieces of information: full name; face or photographic depiction; home address; age; gender, sex or race; name of high school or name of college(s) attended; employer; job position; email address; national identification number (e.g., Social Security Number); credit card number; digital identity; date of birth; place of birth; telephone number; and login name(s) (e.g., screen name, nickname or handle).

(c) Corporate Databases

As used herein, the term "corporate databases" shall refer to any and all databases, data compilations or electronically stored information repositories owned, operated, leased, managed or subject to accessibility restrictions by the Corporation for purposes of the Corporation's non-profit activities and/or donation initiatives.

(d) Proprietary Corporate Database Information

As used herein, the term "proprietary corporate database information" or "PCDI" shall refer to all information (including, but not limited to, PII) collected by the Corporation from its donors and past and current faculty, staff and attendees of the Program, and stored in one or more corporate databases.

2. Representations by Recipient

(a) The undersigned Recipient is a student in the Summer session of MIDS 241, Section 1 class at the University of California – Berkeley (hereinafter, the "Class"), which Class is being taught by Dr. David Reiley.

(b) The Recipient seeks limited access to PGSS Campaign, Inc.'s PCDI within corporate databases for purposes of obtaining data, running queries, and submitting targeted inquiries to

donors to and alumni of the Program relevant to a research project (hereinafter, the “Project”) for the Class. More particularly, the Project is intended to help the Recipient better understand what motivates charitable donations and specifically, if an image of poverty or comfort (or both) can increase the donation amounts. A more detailed sketch of the intended actions, analyses and/or experiments to be undertaken within the scope of the Project is attached hereto as Exhibit A, and incorporated herein by reference.

3. Conditions of Recipient’s Access and Use of Corporate Databases, PCDI and PII

The undersigned agrees to the following conditions in order to obtain from the Corporation certain PCDI from corporate databases for the purpose of utilization in preparing detailed reports and analyses as part of the Project for the Class.

(a) All information, including all PCDI (and all subsidiary PII therein), provided by the Corporation to the Recipient shall be subject to the conditions of this Agreement, except for any information that, through direct action of the Corporation or through action of a third party under authorization of the Corporation, is now or hereinafter becomes generally known on a non-confidential basis to the public.

(b) Until the end of the Class, Recipient agrees to provide the Corporation with bi-weekly updates regarding the progress of the Project and an explanation of what PCDI and PII Recipient has accessed from the corporate databases.

(c) Unless information containing PII is indispensable to the analyses to be undertaken by the Recipient, access to PII shall be prohibited. Where the provision and use of PII is required, any resultant publicly displayed, exhibited or disclosed results or underlying data from or included in the Project (hereinafter, the “Results”) will not include PII of any individual or any information that could be specifically linked to any individual. Any Results shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other PII specifically linked to an individual.

(d) The Recipient agrees that it shall use the Corporation’s corporate databases, the PCDI, and the PII only for the purposes of the Project.

(e) The Recipient will collect, receive, store and use all information covered by the terms of the Agreement in strict compliance with the laws and regulations of the United States and the Commonwealth of Pennsylvania, and well as all rules, procedures and policies of the University of California – Berkeley, which are in force and applicable during the period in which the Recipient has access to the information.

(f) The Recipient acknowledges the confidential nature of the PCDI and PII supplied and agrees that disclosure to anyone, outside the Corporation and authorized Recipients within the Class working on the Project, in any manner that allows the identification of the individuals whose PCDI and/or PII have been obtained from the Corporation is totally prohibited under any circumstances.

(g) The Corporation requires that all copies of the PCDI and PII accessed by the Recipient pursuant to this Agreement will be returned or destroyed once the use described in the application has been completed, and in no event later than August 31, 2018. All PCDI and PII delivered under this Agreement that the Recipient has previously had access to or is available publicly shall not fall under this provision.

(h) The Recipient shall be responsible for the maintenance, care and security of all PCDI and PII supplied under this Agreement.

(i) The Corporation may monitor, audit and review the Recipient's activities on the corporate databases and the Project to ensure compliance with the requirements of this Agreement. If the Corporation determines that the requirements of this Agreement are not satisfactorily being met, it may require the immediate return of all PCDI and PII obtained under this Agreement, take such actions as it deems appropriate to protect the security and privacy of this information and enforce the terms of this contract, and refuse any future requests for similar information from the Recipient.

(j) In order to conceal the identities of persons whose records are supplied to the Recipient, the Recipient agrees to:

(i) Use the information furnished under this Agreement only for the purpose of the Project as described in Exhibit A;

(ii) Replace the name and address of any record subject with an alphanumeric or other appropriate code where possible;

(iii) Restrict access to all data supplied by the Corporation to persons who have executed a Non-Disclosure and Limited Access Agreement with the Corporation;

(iv) Store all hard copy data received from Corporation in secure locked, containers, and store all electronically stored information received from Corporation with reasonable security measures (including, but not limited to, behind firewalls and password-protected files or folders); and

(v) Refrain from copying any data not absolutely necessary for the Project-related uses described in Exhibit A.

(k) Recipient agrees to insert in the preface of any report citing data analysis conducted pursuant to this Agreement, whether published or unpublished, a disclaimer by the Corporation of the analysis as well as the conclusions derived.

(l) Recipient agrees to give the Corporation, upon request, an advance copy of all public reports or findings or Results, which reports, findings or Results utilize underlying PCDI and/or PII obtained pursuant to the Agreement, for review and comment prior to their release to the public.

(m) Recipient agrees that the Corporation shall not be liable and that the Recipient shall indemnify and hold the Corporation and its employees, directors, officers and agents harmless for any and all claims, suits, causes or action, damages, or the like or for the cost incurred in any adjudication or settlement of the foregoing, including, but not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents provided by the Corporation pursuant to this Agreement, or by any negligent or willful and wanton act or omission on the part of the Recipient.

(n) The obligations set forth in this Agreement shall survive the completion of the Project purposes set forth in Exhibit A, and the termination of any working relationship between the Corporation and the Recipient.

4. Other Provisions

(a) This Agreement will become effective on July 7, 2018. The non-disclosure and use restrictions of Paragraph 3 shall apply worldwide, and shall last during the time of Recipient's interaction with Corporation under the terms of this Agreement and thereafter indefinitely (or if not indefinitely, to the longest period permitted by law), unless and until any such PCDI and/or PII information ceases to be confidential or non-public information through no fault of Recipient.

(b) Recipient agrees that the duration, scope and geographical areas of the non-disclosure and limited use restrictions contained in this Agreement are reasonable. Upon a determination that any term or provision in this Agreement is ruled invalid, illegal, or unenforceable, the court may modify such provision to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to affect the restrictions originally contemplated by the parties hereto.

(c) This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supercedes any prior agreements, understandings, representations or discussions with respect to the subject matter hereof.

(d) The provisions of this Agreement are severable. If any one or more provisions of the Agreement is found (by a court reviewing this Agreement) to be illegal, invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall be binding and enforced as fully as possible and the unenforceable provision(s) (or any portion thereof) shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

(e) This Agreement may not be modified or amended in any manner, except by further written agreement executed by an authorized representative of each party hereto.

(f) It is understood and agreed that no failure or delay by Corporation in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Corporation's consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. No single or partial exercise of any right, power or

privilege by Corporation shall preclude or impair any other or further exercise thereof or the exercise of any right, power or privilege hereunder, or be construed as a waiver.

(g) Unless otherwise provided herein, the parties agree to attempt through good faith negotiations to resolve amicably any disputes arising under or relating to this Agreement. As to any disputes arising under or relating to this Agreement that are not resolved amicably, or which due to exigent circumstances make informal dispute resolution not feasible, such disputes shall be heard in: (a) the Court of Common Pleas of Lycoming County, Pennsylvania; or (b) the U.S. District Court for the Middle District of Pennsylvania, Williamsport Division. Each party hereby consents to the jurisdiction of said courts and waives any objection which any such party may have at any time to the jurisdiction of such courts, the laying of venue in such courts or the convenience of the forum.

(h) This validity, construction and performance of this Agreement, and any actions under it, shall be governed by, and construed, enforced and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard or reference to any of its rules or provisions governing conflict of laws.

(i) Recipient's rights and obligations under this Agreement may not be sold, assigned or otherwise transferred, without the prior written consent of Corporation. Any attempted assignment in violation of this section will be void and have no effect.

(j) Binding Effect/Inurement

i. This Agreement is binding upon the Recipient, and any officers, employees, agents, affiliates, successors, assigns, personal representatives, administrators, executors, legatees, devisees or heirs of Recipient, *mutatis mutandis*.

ii. This Agreement shall inure to the benefit of Corporation and all successors or assigns of Corporation.

(k) Corporation makes no representation or warranty to Recipient as to the accuracy or completeness of any information provided by it and shall not have any liability or responsibility for errors or omissions in any information disclosed under this Agreement.


(l) Corporation shall not have any liability to Recipient: (i) relating to or resulting from the use of information by Recipient or any decisions made by Recipient relating to or resulting from the use of any information; or (ii) for any cost, expense or risk of liability arising out of efforts of Recipient in connection with performance of this Agreement.

(m) This Agreement is limited to the subject matter of covenants of non-disclosure and limited use as described in this Agreement. This Agreement is **not**: (a) a contract of employment, either express or implied; (b) a partnership agreement, either express or implied; or (c) a purchase/sales agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives:

Authorized Representative of
PGSS Campaign, Inc.

Date: _____



Recipient

Name (printed): Walter Burge

Date: 7/19/18

Appendix

PGSS ALUMNI GIVING STUDY

Walter Burge
Subha Vadakkumkoor

A research plan submitted to PGSS for partial fulfillment of The Requirements for the Master of Science in Information in Data Science at University of California, Berkeley

Introduction

The Pennsylvania Governor's School for the Sciences (PGSS) organization, based in Pennsylvania, conducts summer enrichment programs in the sciences and mathematics for talented high school students and provides instruction in biological sciences, chemistry, physics, mathematics, and computer science. The program is intended to encourage the students to pursue careers in the fields of science, technology, engineering or mathematics and to promote the involvement of under-represented minorities in STEM fields. The first PGSS session was held in year 1982.

The program, after being cancelled by the state in 2008, was reinstated by a group of PGSS alumni and parents in 2013. Currently the program is largely funded by the co-sponsor PGSS Campaign Inc., and alumni, parents, and friends of the PGSS through an annual fundraising around November of every year. Without state funding, the program now supports about 56 students per year instead of about 90 students earlier.

Alumni engagement is key to the success of this program. According to the Council for Advancement and Support of Education (2013), engagement is defined as providing financial support to institutions as well as connecting alumni to institutions beyond graduation. Fundraising studies typically classify the potential donors in these ways:

1. LYBUNTs: donors who donated Last Year But Unfortunately Not This Year

2. SYBUNTs: donors who donated Some Year But Unfortunately Not This Year

Since the annual fundraising campaign is held during November and LYBUNTs and SYBUNTs are calculated based on calendar year, LYBUNTs are in fact most recent donors. SYBUNTs could be donors who donated sometime in the past - which could be two years ago or many several years ago, and this makes SYBUNTs a heterogenous group. Of the total approx 2,000 PGSS alumni, about 500 are expected to be in the SYBUNT group.

Objective

The research team would like to inspire the SYBUNT alumni to donate through encouragement emails and evaluate the impacts of two different encouragement messages. There have been no systematic experiments run in the past, and this study hopes to better understand the alumni population, effectiveness of email marketing messages and encourage a culture of philanthropy.

Hypothesis

The team intends to test two primary hypotheses:

1. The two treatment messages will have different effects on response rate and donation amounts
2. The treatments messages will result in higher donation amounts than the most recent previous donation by the same subjects (within-in subjects)

Methodology

The PGSS team would like to focus primarily on the 500 SYBUNT alumni for this study. They would be sent two types of donation request emails and the effectiveness of these emails will be compared. As the SYBUNTs are not recent donors, they are expected to be less-involved alumni and thus the expected response rate to the emails is low and a donation without any encouragement email is expected to be 0 (or a baseline value from 2016 and 2017 July - this is to be decided). For these reasons, this study is not planned to have a control group, but rather follow a split design of two treatment groups of about 250 randomly selected SYBUNTs each.

The message in each type of email will be augmented with a picture and a subject line that captures the essence of the message and the sender of the email would be a PGSS administrator.

Treatment group A:

This treatment group would receive an email with a detailed message from Benjamin Campbell, Alumni, TA and faculty for many years, VP of PGSS Campaign on how the program benefited him and how the program is now unable to support as many students due to lack of funding. The email would encourage the alumni to donate so that the program can run at full capacity again. Subject of the email would be "PGSS Funding Needs: Request for your help" and would also include a picture of Ben Campbell, reinforcing the message.

Treatment group B:

This treatment group would receive an email with an update on the program and some highlights from this year from PGSS Executive Director Heidi Malin. The email would encourage the alumni to donate. Subject of the email would be “PGSS Program update: Request for your help” and would also include a photo of students actively working on projects.

Towards the end of the email would be a “Call to Action” button that would take the recipient to the donation page where they can contribute one of the provided dollar amounts or type in another amount of choice. The campaign is expected to be run for one week, starting on a weekday (Monday) evening. Both treatment groups would also receive an additional reminder email on the Sunday morning before the experiment ends. The content of this email would be generic and just a reminder to contribute if they have not contributed yet and will be identical to both groups.

Timeline

Here is the proposed timeline of the study:

Milestone	Estimated date
Sign NDA, get access to data	7/19/2018
Analyze existing data and prepare for experiment (compose emails, calculate volumes for each group, availability of covariates in the data)	7/23/2018
Approval from PGSS management on prepared material	7/24/2018
Pre-production test (email content, randomization, missing values in DB). May require test subjects to be created in the DB	7/24-7/25/2018
Experiment launch: Send emails to potential donors of both groups	7/25/2018 4PM PST
Send follow up email to all potential donors	7/29/2018 7AM PST
Experiment end: cutoff date for data collection	8/1/2018 midnight
Analysis and interim results review	8/6/2018
Final paper submission	8/14/2018

Implementation Plan

PGSS uses Salsa, a fundraising software tool to manage its database of donors (Salsa CRM), send emails and track responses (Salsa Engage).

Below is the planned set of actions:

1. Use Salsa reporting to get volume and list of SYBUNTs for this exercise. Exclude donors that contributed any time from Oct 2017-July 2018, either as one-time or recurring monthly contributions
2. Data from Salsa must be ideally masked/encrypted/anonymized, and the research team will work with PGSS team to come up with a plan
3. Salsa has its inbuilt splitting algorithm used for Split test that can randomly split a population into two groups and send two separate emails. While so split test is performed, this randomization will be used to split the entire SYBUNT population into two groups
 1. If upon further analysis, this testing is concluded as not random, randomization will be done outside of Salsa (for example, in R or Excel) and the randomized list of donors entered into Salsa as email groups
- b. Salsa does not have an automated facility to send a reminder email to a campaign audience, so reminders will be composed separately and sent to the donor list (actual implementation strategy TBD)
- c. PGSS team will set up a separate webpage to track donations from this study so any other contributions (such as through Amazon Smile that are otherwise not tracked to an individual level) are excluded as an outcome of this campaign

Evaluation

After the study cutoff date, the data will be exported and analyzed in R. Following are the expected covariates and data that will be used outside of Salsa:

1. Donor identifier
2. Covariates:
 1. PGSS year
 2. Gender (if available)
 3. Current location (state, city, zip code - if available)
 4. Time since last donation
 5. Most recent donation amounts
 6. Delay (days after project fundraising message delivered) in response
- b. Outcomes (available in Salsa)
 1. Email clicked indicator for original email and reminder email
 2. Email click through indicator (to donation page)
 3. Other email stats
 4. Donation amount
 5. Date and time of donation
 6. Date and time of email open

Donation indicator, amount, speed of response, click through rates and non-compliance rates will be compared between the two treatment groups and before and after the reminders. The primary outcome variable used to compare the effectiveness of the messages will however be the donation indicator. The expected plan is to use an OLS regression analysis or an Instrumental Regression analysis to predict a donation as a function of other covariates.

In addition, to test our second hypothesis that the messages would result in a higher donation amount than the previous donation, the team would also analyze the current and previous donation of responders, if there is sufficient response rate and covariate information (eg: time since last donation).

Funding plan

There is no requirement of a funding for this study as existing systems are being leveraged and no additional paid resources are required.

Considerations and Potential Issues

Below are potential issues with this experiment:

- Selection bias
 - As this campaign targets donors who have not donated recently, there is a possible selection bias and potentially low response due to the nature of the population
 - This could also lead to potentially high non-compliance rates
- Limited population
 - With a population of about 300 people per group, even a response rate of 10% would yield only 30 donors per group for analysis. There is a risk of not being able to perform statistically significant analysis
- Incomplete data
 - Not all covariates are available (for example, gender is not 100% populated). More analysis is required for identifying required yet incomplete data
- Spillovers
 - Since a test subject could be in communication with a subject from the other group, there could be potential spillover.
- Payments through checks or outside of the Salsa system may be late. They may not be available before the end of the experiment, or if they are, they will have to be manually tracked by PGSS admins and entered into the system for analysis
- The timing of the email is likely to have an impact on click rate and donation rate. The experiment design to spread the experiment over a week, starting with a weekday, with a reminder on the weekend is expected to mitigate the timing impact, but is not guaranteed to be a foolproof solution