

**MICHIGAN STATE
UNIVERSITY**
PURCHASE ORDER

PO Number: 871509	Contract Mgr: True, Lisa
	Phone: 517-353-6543

Supplier GUIDEPOST SOLUTIONS LLC ATTN: KRISTA TONGRING 260 MADISON AVE THIRD FLOOR NEW YORK NY 10016	180881-0	Shipping Address Goll, Amanda ADMINISTRATION BLDG Room #450 426 AUDITORIUM RD EAST LANSING, MI 48824
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Shipping Terms NOT APPLICABLE - NOT APPLICABLE	Payment Terms Net 30 Days
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Delivery Required By	
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Order Date 03-24-2026	Customer #	Billing Address MSU Accounts Payable Department 166 Service Rd. Rm 103 East Lansing, MI 48824 517-353-2011 <small>Invoice status inquiry: https://upl.msu.edu/for-suppliers/policies-requirements/invoicing-payments/index.html</small>
Delivery Instructions	Contract ID	

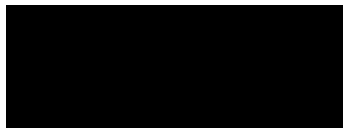
Supplier Note(s)

Supplier Stipulations and Information
Order in effect from 04-02-2026 to 04-01-2027.
Payment term stipulation: For invoicing please either MAIL to the billing address on the Purchase Order or request payment by email by following the instructions listed below: 1. Prepare each invoice as a separate PDF file. 2. For security purposes, redact social security numbers. 3. Send only one invoice per e-mail. 4. Send an original e-mail. Do not forward from another e-mail. 5. Send an email to [REDACTED] and in the e-mail subject line, include the PO number and the supplier name.

Terms and conditions per the Master Service Agreement between Guidepost Solutions LLC and MSU with the effective date of April 2, 2026

Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost
1			Comprehensive evaluation of Michigan State University's culture, structure, and policies.	1700000.0000	\$1,700,000.00
Total order amount:					\$1,700,000.00

1 By fulfilling this purchase order, unless otherwise noted in vendor stipulations, you agree to MSU standard terms and conditions found at: <https://upl.msu.edu/procurement/supplier-resources/terms-conditions/index.html>



Lynn Croze
Chief Procurement Officer
Michigan State University
MSU Procurement

MICHIGAN STATE UNIVERSITY

Master Service Agreement (Professional Services)

This Master Service Agreement (this “**Agreement**”), entered into as of April 2, 2026 (“**Effective Date**”), is made by and between the Board of Trustees of Michigan State University, a Michigan constitutional body corporate (the “**University**” or “**MSU**”) and Guidepost Solutions LLC with offices at 260 Madison Avenue, Third Floor, New York, NY 10016 (“**Supplier**”). MSU and Supplier are sometimes referred to in this Agreement individually as a “party” and collectively as the “parties.”

1. SERVICES

- 1.1 MSU hereby engages Supplier, and Supplier hereby accepts such engagement, as an independent contractor to provide certain services to MSU on the terms and conditions set forth in this Agreement.
- 1.2 Supplier shall provide to MSU the services set forth in the Statement of Work (collectively, the “**Services**”), attached as Schedule A to this Agreement (the “**Statement of Work**”).
- 1.3 MSU shall not control the manner or means by which Supplier performs the Services.
- 1.4 Unless otherwise set forth in Statement of Work, Supplier shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services. MSU shall provide Supplier with access to its premises and equipment to the extent necessary for the performance of the Services.
- 1.5 Supplier shall comply with all applicable policies of MSU relating to business and office conduct, health and safety and use of MSU’s facilities, supplies, information technology, equipment, networks and other resources.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated in accordance with paragraph 15 (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between the parties.

3. PAYMENT

- 3.1 MSU will pay the fees set forth in the Statement of Work (the “**Fees**”) in accordance with this **Section 3** and any payment milestones set forth in the Statement of Work.
- 3.2 Supplier’s invoices must conform to the requirements set forth by the University at <https://upl.msu.edu/for-suppliers/policies-requirements/invoicing-payments/index.html>. Invoices are due and payable by the University, net 30 days after receipt, provided the University determines that the invoice was properly rendered. Supplier may only charge for Services performed as specified in the Statement of Work. Invoices must include an itemized

MICHIGAN STATE UNIVERSITY

statement of all charges. MSU is exempt from state sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for MSU's exclusive use.

- 3.3 MSU has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. MSU will notify Supplier of any dispute within a reasonable time. Payment by MSU will not constitute a waiver of any rights as to Supplier's continuing obligations, including claims for deficiencies or substandard Services.
- 3.4 Without prejudice to any other right or remedy it may have, MSU reserves the right to set off at any time any amount then due and owing to it by Supplier against any amount payable by MSU to Supplier.
- 3.5 The Statement of Work allows for reimbursement of travel or other costs or expenses incurred by Supplier in connection with the performance of the Services. Such reimbursement is subject to MSU's Travel Reimbursement Policy set forth at <https://travel.msu.edu/reimbursement/reimbursement-charts>.

4. RELATIONSHIP OF THE PARTIES

- 4.1 Supplier is an independent contractor of MSU, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Supplier and MSU for any purpose. Supplier has no authority (and shall not hold itself out as having authority) to bind MSU and Supplier shall not make any agreements or representations on MSU's behalf without MSU's prior written consent.
- 4.2 Without limiting paragraph 4.1, Supplier will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by MSU to its employees, and MSU will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Supplier's behalf. Supplier shall be responsible for, and shall indemnify MSU against, all such taxes or contributions, including penalties and interest. Any persons employed by Supplier in connection with the performance of the Services shall be Supplier's employees and Supplier shall be fully responsible for them.

5. SUBCONTRACTORS

- 5.1 Supplier will not, without the prior written approval of MSU, which consent may be given or withheld in MSU's sole discretion, engage any third party to perform Services. MSU acknowledges and agrees that without any further action on MSU's part, all individuals identified in the Statement of Work who are not employees of Supplier are approved by MSU to perform Services as subcontractors. MSU's approval of any such third party (each approved third party, a "Subcontractor") does not relieve Supplier of its representations, warranties or obligations under this Agreement. Without limiting the foregoing, Supplier will:

- (a) be responsible and liable for the acts and omissions of each such Subcontractor (including such Subcontractor's employees who, to the extent providing Services, shall be deemed Supplier personnel) to the same extent as if such acts or omissions were by Supplier or its employees; and
- (b) be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with this Agreement, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 MSU is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables set forth in the Statement of Work (collectively, the “**Deliverables**”), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein. Supplier agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for MSU. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Supplier hereby irrevocably assigns to MSU, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.
- 6.2 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, “**Moral Rights**”). Supplier hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.
- 6.3 Upon the reasonable request of MSU, Supplier shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist MSU to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event MSU is unable, after reasonable effort, to obtain Supplier’s signature on any such documents, Supplier hereby irrevocably designates and appoints MSU as its agent and attorney-in-fact, to act for and on Supplier’s behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Supplier had executed them. Supplier agrees that this power of attorney is coupled with an interest.
- 6.4 Notwithstanding paragraph 6.1, to the extent that any of Supplier’s pre-existing materials, are contained in the Deliverables, Supplier retains ownership of such pre-existing materials and hereby grants to MSU an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof. MSU may assign, transfer and sublicense such rights to others without Supplier’s approval.

6.5 Except for such pre-existing materials and Supplier's obligations under the Statement of Work, Supplier has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables.

7. UNIVERSITY DATA.

7.1 Ownership. The University's data includes any and all data collected, used, processed, stored, or generated in connection with the Services that originates from the University (collectively, "**University Data**"). University Data is and will remain the sole and exclusive property of the University and all right, title, and interest in the same is reserved by the University. This **Section 7.1** survives termination or expiration of this Agreement.

7.2 Supplier Use of University Data. At all times, University Data will be treated as Confidential Information. Supplier is provided a limited license to University Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display University Data only to the extent necessary in the provision of the Services. Supplier must: (a) keep and maintain University Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose University Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the Statement of Work, and applicable law; (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available University Data for Supplier's own purposes or for the benefit of anyone other than the University without the University's prior written consent; and (d) not use, process, input, or analyze University Data (or permit any third party to do so), whether or not de-identified, anonymized, aggregated, or pseudonymized, for the purpose of training, developing, pre-training, fine-tuning, improving, enhancing, or otherwise creating or modifying any artificial intelligence, machine learning models, foundation models, generative AI systems, large language models, multimodal models, algorithms, or similar technologies (whether now known or hereafter developed), including as prompts, context, retrieval sources, or to generate outputs/derivatives/synthetic data for such purposes, except with the University's prior express written consent. This **Section 7.2** survives termination or expiration of this Agreement.

7.3 Loss or Compromise of Data. In the event of any negligence, misconduct, or breach of this Agreement on the part of Supplier that compromises or is suspected to compromise the security or confidentiality of University Data, Supplier must, as applicable: (a) notify the University as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the University in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the University; (c) in the case of personally identifiable information ("**PII**"), at the University's sole election, (i) with approval and assistance from the University, notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law; or (ii) reimburse the University for any costs in notifying the affected individuals; (d) in the case of PII, and if required by law, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the University in investigating and resolving the occurrence, including reasonable

MICHIGAN STATE UNIVERSITY

attorney's fees associated with such investigation and resolution; (g) without limiting Supplier's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the University for any and all claims resulting from the Supplier's negligence, misconduct, or breach of this Agreement, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the University in connection with the occurrence; and (i) provide to the University a detailed plan within ten (10) calendar days of the occurrence describing the measures Supplier will undertake to prevent a future occurrence. The University will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the University in writing prior to its dissemination. This **Section 7.3** survives termination or expiration of this Agreement.

8. CONFIDENTIALITY

- 8.1 Meaning of Confidential Information. The term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the University and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, University Data is deemed to be Confidential Information.
- 8.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Supplier's Subcontractor is permissible where (a) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's responsibilities; and (b) Supplier obligates the Subcontractor in a written contract to maintain the University's Confidential Information in confidence.
- 8.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. Each party will cooperate with the other party in seeking injunctive or other

equitable relief against any such person. A party may reveal Confidential Information pursuant to a lawful subpoena or judicial or administrative order. Upon receipt of any government process requesting such information, a party will provide notice to the other party. In addition, when possible and to the extent permissible and/or required by law under the circumstances, each party will afford the other party an opportunity to challenge such process at such other party's sole cost and expense.

8.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the University, at the sole election of the University, the immediate termination, without liability to the University, of this Agreement.

8.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement, each party must, within five (5) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Supplier or the University determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within five (5) Business Days from the date of termination to the other party.

9. **FERPA COMPLIANCE.** University is a qualifying educational agency or institution under the U.S. Family Educational Rights and Privacy Act ("FERPA"). To the extent Supplier or its personnel have access to data protected by FERPA, Supplier acknowledges that for the purposes of this Agreement it is designated as a "school official" with "legitimate educational interests" in such data and associated metadata, as defined under FERPA and its implementing regulations, and agrees to abide by the limitations and requirements imposed on school officials under those regulations. Supplier agrees to use such data only for the purpose of fulfilling its duties under this Agreement, and will not monitor, share, or disclose any such data to any third party except as provided for in this Agreement, as required by law, or as authorized in writing by University. Supplier specifically agrees not to use any data for purposes of targeted advertising.

10. **HIPAA COMPLIANCE**

The University and Supplier must comply with all obligations under the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and Clinical Health Act, and any amendments or implementing regulations thereof, (collectively, the "**HIPAA Rules**"). University and Supplier will enter into a separate Business Associate Agreement, if reasonably necessary to keep the University and Supplier in compliance with the HIPAA Rules.

11. **RECORDS MAINTENANCE, INSPECTION, EXAMINATION AND AUDIT**

University shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Supplier involving transactions related to this Agreement until the expiration of three (3) years after

final payment hereunder. Supplier further agrees to promptly furnish, when requested by University, such books, documents, and records of Supplier as are necessary to verify the accuracy of the amounts invoiced to University against any past or current goods and services provided by Supplier. If any audit discloses an overpayment by University or a discrepancy in the amount invoiced by Supplier against the goods and services actually provided by Supplier, Supplier will promptly reimburse University within thirty (30) days of University's notification to Supplier of any such overpayment, rectify such discrepancy, or both, and further pay University a fee equal to 25% of the amount of any overpayment.

12. REPRESENTATIONS AND WARRANTIES

12.1 Supplier represents and warrants to MSU that:

- (a) Supplier has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;
- (b) Supplier's entering into this Agreement with MSU and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which it is subject;
- (c) Supplier has the required skill, experience and qualifications to perform the Services, Supplier shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and Supplier shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
- (d) Supplier shall perform the Services in compliance with all applicable federal, state and local laws and regulations;
- (e) MSU will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- (f) all Deliverables are and shall be Supplier's original work (except for material in the public domain or provided by MSU) and, to the best of Supplier's knowledge, do not and will not violate or infringe upon the Intellectual Property Rights or any other right whatsoever of any person, firm, corporation or other entity.

12.2 MSU hereby represents and warrants to Supplier that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action.
- (c) MSU will provide Supplier with reasonable access to information, data and individuals in order for Supplier to perform its obligations set forth in the Statement of Work.

MICHIGAN STATE UNIVERSITY

13. INDEMNIFICATION

13.1 Supplier shall defend, indemnify and hold harmless MSU and its affiliates and their trustees, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Supplier's acts or omissions;
- (b) Supplier's breach of any representation, warranty or confidentiality obligation under this Agreement; and
- (c) any claim that the Services or Deliverables infringes any other person's or entities' Intellectual Property Rights.

13.2 MSU may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Supplier.

14. INSURANCE

14.1 While performing services under this Agreement, Supplier shall purchase and maintain the following insurance:

- (a) Workers Compensation insurance, Coverage A, with limits statutorily required by any applicable Federal or state law and Employers Liability insurance, Coverage B, with minimum limit of \$500,000 per accident;
- (b) Commercial General Liability insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate. Coverage shall include bodily injury and property damage liability, personal and advertising injury liability, products/completed operations, and liability assumed under an insured contract;
- (c) Automobile Liability insurance covering liability arising out of any owned, hired, and non-owned vehicles with minimum limit of \$1,000,000 each accident and Personal Injury Protection as required by statute;
- (d) Professional Liability insurance for claims arising from negligent acts, errors or omissions by anyone providing professional services including but not limited to doctors, lawyers, architects, engineers, designers, appraisers and consultants. Minimum limit is \$1,000,000 per claim and \$3,000,000 annual aggregate; and
- (e) For services that may impact the security of the University's electronic data, or Suppliers that store, process, handle or transmit University data in electronic format, Cyber Liability Insurance coverage with limits no less than \$1 million.

14.2 Insurance policies shall be issued by companies licensed or approved to do business within the State of Michigan. Insurers shall possess a minimum A.M. Best rating of A. The insurance policies, except Workers' Compensation and Professional Liability shall be endorsed to name Michigan State University, its Board of Trustees, agents, officers, employees, and volunteers as "Additional Insureds." In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for three years past completion and acceptance of Supplier's Services and must be evidenced by annual certificates of insurance. All policies of insurance must be on

MICHIGAN STATE UNIVERSITY

a primary basis, non-contributory with any other insurance and/or self-insurance carried by MSU. Prior to commencing services Supplier shall furnish the University with certificates of insurance. Supplier shall provide a minimum 30 days written notice to MSU via certified mail of cancellation or non-renewal of policies required under this Agreement and a renewal certificate at least 15 days prior to expiration.

15. TERMINATION

15.1 MSU may terminate this Agreement without cause upon thirty (30) days' written notice to Supplier. In the event of termination pursuant to this paragraph 15.1, MSU shall pay Supplier any Fees due and payable for any Services completed up to and including the date of such termination.

15.2 Either party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten (10) days after receipt of written notice of such breach. MSU shall pay Supplier any Fees due and payable for any Services completed up to and including the date of such termination, subject to MSU's right of offset for reasonable costs incurred by MSU as a result terminating the Agreement.

15.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon MSU's written request, Supplier shall within fifteen (15) days after such expiration or termination:

- (a) deliver to MSU all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for Supplier's use by MSU;
- (b) deliver to MSU all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) take all reasonable and necessary measures to transition performance of the Services, reports and other documentation, to MSU or MSU's designee;
- (d) prepare an accurate accounting from which MSU and Supplier may reconcile all outstanding accounts;
- (e) permanently erase all of the Confidential Information from Supplier's computer systems; and
- (f) certify in writing to MSU that Supplier has complied with the requirements of this paragraph 15.3.

15.4 The terms and conditions of this paragraph 15.4 and paragraph 4, paragraph 5, paragraph 7, paragraph 13, and paragraph 15.3 shall survive the expiration or termination of this Agreement.

16. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. OTHER THAN MSU'S PAYMENT OBLIGATIONS AND SUPPLIER'S

MICHIGAN STATE UNIVERSITY

INDEMNITY OBLIGATIONS, IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY MSU TO SUPPLIER DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. SUPPLIER'S INDEMNITY OBLIGATIONS ARE CAPPED AT THE GREATER OF: (I) \$500,000, OR (II) THE AMOUNT OF RECOVERABLE INSURANCE LIMIT PROCEEDS UNDER THE POLICIES SET FORTH IN SECTION 14.1(B).

17. MISCELLANEOUS

- 17.1 Criminal Background Checks. Supplier may be required to perform criminal background checks of its personnel pursuant to the MSU Contractor Criminal Background Check Requirements Policy ("CBC Policy"), available at <https://upl.msu.edu/common/documents/criminal-back-ground-check.pdf>. If Supplier is subject to the CBC Policy, Supplier must sign and deliver the Contractor Certification for Criminal Background Checks to University prior to the provision of any services or delivery of any goods. University reserves the right to audit compliance with the CBC Policy requirements and may require further documentation of compliance from Supplier. Non-compliance with the Policy is considered a material breach of this Agreement, which may result in a termination for cause.
- 17.2 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- 17.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
- 17.4 Use of the University Name, Logo and Marks. The University acknowledges that Supplier may make public statements regarding the existence of this Agreement, its terms and conditions and an accurate description of the products or services being supplied without the consent of the University. However, other than as permitted by the previous sentence, Supplier will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, or the name of any representative of the University without the prior written permission of the University in each instance. Supplier may not imply, directly or indirectly, that MSU endorses any products or services supplied to MSU.
- 17.5 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 17.5**):

If to Supplier:

Guidepost Solutions LLC

260 Madison Avenue. Third Floor

New York, NY 10016

E-mail: acollura@guidepostsolutions.com

MICHIGAN STATE UNIVERSITY

Attention: Anthony M. Collura, Chief Legal Officer

If to the University:

MSU Procurement

Hannah Administration

426 Auditorium Road, Suite 360

East Lansing, MI 48823

E-mail: [REDACTED]

Attention: MSU Procurement Contract Manager

Notices sent in accordance with this **Section 17.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 17.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 17.7 Assignment. Supplier may not assign this Agreement, nor any money due or to become due without the prior written consent of the University. Any assignment made without such consent shall be deemed void.
- 17.8 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 17.9 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party's authorized Representative. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 17.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

MICHIGAN STATE UNIVERSITY

- 17.11 Governing Law. This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles.
- 17.12 Equitable Relief. Each party to this Agreement acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 17.12**.
- 17.13 Compliance with Laws. Supplier shall comply with all applicable laws, regulations and ordinances and the University's policies and rules, found at <https://upl.msu.edu/for-suppliers/policies-requirements/index.html>. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 17.14 Non-discrimination under Michigan Law. Pursuant to Section 209 of the Michigan Elliot-Larsen Civil Rights Act and Section 209 of the Michigan Persons with Disabilities Civil Rights Act, in providing services, the Supplier and its contractor(s) agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, color, familial status, height, marital status, national origin, race, religion, sex, sexual orientation, gender identity or expression, weight, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 17.15 Exclusion And Debarment. Supplier certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise ineligible for state or Federal program participation. In the event that Supplier becomes debarred, suspended or ineligible from state or Federal program participation, Supplier shall notify MSU in writing within three (3) business days of such event. To the extent that Supplier will provide services to any MSU medical entity, Supplier hereby represents and warrants that Supplier is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any state or federally funded healthcare program, including without limitation, Medicare and Medicaid. Supplier agrees to immediately notify MSU of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any state or federally funded health care program during the term of this Agreement.
- 17.16 Federal Contract Compliance.

MICHIGAN STATE UNIVERSITY

- (a) **University is an equal opportunity employer and a federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, relating to the notice of employee rights under federal labor laws.**
- (b) In accordance with (i) Public Law 115-91 and FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, (ii) Public Law 115-232 and FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, and (iii) FAR 52.204-30, Federal Acquisition Supply Chain Security Act (FASCSA) Orders Prohibition, Supplier is prohibited from delivering covered telecommunications equipment as defined in FAR 52.204-25, covered articles as defined in FAR 52.204-23, or covered articles as defined under FAR 52.204-30 and identified pursuant to an FASCSA order. Supplier hereby represents and warrants that it will abide by the prohibitions contained in this **Section 17.16(b)**.
- (c) Supplier acknowledges and represents, in accordance with the Final Rule implementing Executive Order 14117 issued by the U.S. Department of Justice, that if Supplier has access to Covered Data of the University (as defined under the Final Rule): (i) it is not located in China, Hong Kong, Macau, Russia, Iran, North Korea, Venezuela, or Cuba; and (ii) it will not provide access to any Covered Data to any person located in such countries unless University approves such access in writing. Non-compliance with this provision will be considered a material breach of this agreement.

17.17 Export Control. Supplier declares that all products or services purchased under the Agreement are neither subject to the International Traffic in Arms Regulations (ITAR) nor any of the Export Administration Regulations (EAR) Export Control Classification Numbers (ECCN's) in the 500 or 600 series as listed on the Commerce Control List (CCL). If any products or services are subject to ITAR or EAR ECCN's in the 500 or 600 series, Supplier shall notify University's Office of Export Control & Trade Sanctions (██████████) prior to shipment of the products or performance of the services. For the avoidance of doubt, unless Supplier has provided advance notice to University's Office of Export Control and Trade Sanctions, Supplier declares and warrants that (i) the products or services are not listed on the ITAR United States Munitions List (USML); and (ii) the products or services are not listed on the EAR CCL in ECCN's in the 500 or 600 series. Supplier declares that it fully understands that sourcing any products or services classified in any of the above categories could have material adverse implications and require extensive management for the University, and therefore Supplier agrees to defend, indemnify and hold harmless the University for any costs or liability related to Supplier's violation of this Section.

17.18 Conflict of Interest. Supplier warrants that to the best of Supplier's knowledge, there exists no actual or potential conflict between Supplier and the University, and its Services under this Agreement, and in the event of change in either Supplier's private interests or Services under this Agreement, Supplier will inform the University regarding

MICHIGAN STATE
UNIVERSITY

possible conflict of interest which may arise as a result of the change. Supplier also affirms that, to the best of Supplier's knowledge, there exists no actual or potential conflict between a University employee and Supplier.

- 17.19 Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference.
- 17.20 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 17.21 Entire Agreement. This Agreement, including the Statement of Work and other Schedules and Exhibits attached hereto, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date. NO TERMS ON SUPPLIER'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE UNIVERSITY FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE UNIVERSITY, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MSU


BY:  _____

Name: Anthony M. Collura

Title: Chief Legal Officer

Date: 3/20/26

Suppl

By:  _____

Name: Lynn Croze

Title: Chief Procurement Officer

Date: 3/23/2026



SCHEDULE A
Statement of Work

As independent, trauma-informed experts, Guidepost is committed to ensuring that MSU develops a process that provides for healing for all stakeholders with an emphasis on historical accountability, ethics and compliance program enhancements, institutional and structural alignment with culture, processes, and controls.

Our approach is governed by best practices and standards, including:

Confidentiality and Privacy - Guidepost's process will include meetings with survivors and others, as well as reviews of existing and new documentation and evidence. Meetings will be trauma-informed and private and confidential as permitted by law. MSU, members of the MSU community and the Collaborative Advisory Board will not have access to names of, or identifying information about survivors or witnesses.

It is understood between Guidepost, MSU, and the Collaborative Advisory Board that no potentially identifying information of any individual will be disclosed by Guidepost in any report or work product, including in any public report. Potentially identifying information includes, but is not limited to, a person's name, title or position, the Office or Department in which the person works(ed), or any other information that Guidepost reasonably believes, in its sole discretion, might lead to the identity of a person becoming known. This includes instances when a person consents to the use of their identity during the process. The ultimate decision regarding whether such information might lead someone to identify another individual will be made solely by Guidepost. The foregoing restrictions on disclosing potentially identifying information will be applicable to any deliverable in connection any task described below. Any information which Guidepost deems relevant to any of the tasks hereunder may be reported in a manner which Guidepost, in its sole discretion, deems appropriate to sufficiently anonymize such information.

Survivor and MSU Community Outreach - Guidepost understands the critical importance of open communication with members of the MSU and survivor community. We will work constructively to ensure that they receive regular updates about the status of our work consistent with the confidentiality provisions stated above. As part of this communication, we will work to identify and facilitate multiple avenues for direct and anonymous communication. These communication avenues will be available to all members of the MSU community, as well as the survivor community at large.

Guidepost will hold sharing sessions, focus groups and meetings with the survivors and the MSU community to better understand their concerns and priorities, and to explain Guidepost's methodology, approach, and process. It is of utmost importance that the survivors and the MSU community feel safe and comfortable interacting with the Guidepost team, and full transparency of our approach helps build that trust. It also informs MSU on best practices and standards for healthy and productive reform measures centered around survivor care and athlete safety and wellbeing.

Independence - Guidepost's work will not be subject to the attorney-client privilege. Guidepost will have full ownership and control over its work product, including meeting notes, internal memoranda, and draft reports. MSU will not request Guidepost's non-public work product except where legally required.

Survivor Agency And Anonymous Communication – As part of the collection of information, Guidepost shall utilize an independent, 24/7 reporting mechanism to facilitate communication, either anonymously or otherwise, with Guidepost and encourage all those with relevant information to come forward.

Guidepost expects that this reporting mechanism will provide a much-needed outlet for survivors, athletes, faculty, staff, and students, and others to report relevant information, in a safe and controlled environment, to an independent third-party without fear of retaliation. Guidepost will develop mechanisms to maintain the protection of personal identity and related information while at the same time preserving agency and autonomy.

Reporting - If potentially criminal conduct is reported to Guidepost, Guidepost will notify the appropriate law enforcement agency. If other potentially illegal or unethical conduct is reported to Guidepost related to MSU that Guidepost believes should be reported to MSU, Guidepost will report such conduct through the Navex system for MSU's investigation in accordance with MSU policies and procedures. Guidepost retains sole discretion whether to make any such reports and has no obligation to simultaneously report the conduct to MSU except if legally required. Guidepost is not engaged to conduct any investigation of alleged criminal, illegal or unethical conduct and accordingly will not investigate any such conduct unless engaged pursuant to an additional letter of engagement outside of this Agreement.

Guidepost will not seek information from MSU that is subject to the attorney-client privilege. MSU has previously waived attorney-client privilege over certain documents, but does not intend to waive attorney-client privilege with respect to other documents or advice for the purpose of this review.

Guidepost understands that MSU will encourage but not compel employees to participate in meetings.

METHODOLOGY AND SCOPE OF WORK

OVERVIEW

Guidepost submits this proposed methodology and work plan in response to the Collaborative Advisory Board's Request for Proposal which outlines the assessment goals to provide historical accountability, benchmarks for progress, identification of gaps in prevention, support, reporting, and response efforts related to Relationship Violence and Sexual Misconduct ("RVSM"), and recommendations that are effective and trauma-informed. This proposed plan of work is designed to offer a high-level approach that we believe meets the stated scope set out by the Collaborative Advisory Board. Our Proposal is inspired by Guidepost's guiding principles where survivors should be treated as individuals and with dignity and that every MSU community member should be provided an environment that is safe and centered on long-term healing for individuals and the community related to past RVSM incidents. Our approach will be trauma-informed and identity-informed. We recognize that individuals experience RVSM differently based on the intersectionality of identities, backgrounds, and lived experiences. This lens is essential for identifying disparities in trust in the institution and its processes, access to support, experience of safety, and vulnerability to harm. MSU and the Collaborative Advisory Board understand and agree that Guidepost is not being engaged to conduct any investigation of historical allegations or issues and accordingly Guidepost will not conduct any such investigations in connection with this engagement.

It is understood between Guidepost, MSU, and the Collaborative Advisory Board that no potentially identifying information of any individual will be disclosed in any report or work product, including in any public report. Potentially identifying information includes, but is not limited to, a person's name, title or position, the Office or Department in which the person works(ed), or any other information that Guidepost reasonably believes, in its sole discretion, might lead to identity of a

person becoming known. This includes instances when a person consents to the use of their identity during the process. The ultimate decision regarding whether such information might lead a reader to identify another individual will be made solely by Guidepost.

The Guidepost team will approach this assessment in the following tasks:

- Task I – Strategic Planning
- Task II – Stakeholder Engagement
- Task III – Historical Accountability
- Task IV – Cultural Assessment
- Task V – Review and Gap Analysis
- Task VI – Victim Care, Trauma and Therapeutically Informed Practices, Athlete Care, and Relevant Medical Policies
- Task VII – Preparation of a Report which MSU may release publicly

TASK I STRATEGIC PLANNING

Strategic planning and introductory meetings are key components of a meaningful and successful engagement. During this task, Guidepost will familiarize itself with MSU, its culture, and leadership and will obtain a detailed understanding of the expectations by the Collaborative Advisory Board, staff, faculty, students, and survivors; discuss and confirm the scope of Guidepost’s assignment; meet relevant MSU key personnel with whom we will be working; and identify areas of focus for document acquisition and meetings. These introductory meetings will be foundational work for the project, including finalizing the framework for all tasks in the project, setting a cadence for communications, and ensuring all parties are clear on expectations and deliverables. Given the work that MSU has already undertaken, including newly implemented reforms and other steps, strategic planning is particularly important to ensure that prior work is incorporated into this project and to avoid duplication of previous work.

Guidepost anticipates that Task I may include the following:

- Conduct introductory meetings with the Collaborative Advisory Board and MSU leadership. During the introductory meetings, we will seek to identify immediate priorities that the Collaborative Advisory Board and MSU leadership may have regarding the engagement. We will also discuss expectations and best practices with the Collaborative Advisory Board to ensure full transparency, accountability, and trauma-informed survivor engagement.
- Create a secure platform and gain access to all documents identified in the RFP as well as others identified during the introductory meetings and listening sessions.
- Set up a direct reporting capability where former and current MSU community members may provide information and opinions about their experiences and/or concerns related to the prevention and response to RVSM. The email reporting line will allow Guidepost to receive, document, and consider community concerns related to RVSM at MSU
- Set a communication cadence with the Collaborative Advisory Board for updates, regular meetings, and process for addressing issues as they arise.

TASK II – STAKEHOLDER ENGAGEMENT

For this work to be successful, Guidepost cannot unilaterally decide upon the approach and course of this engagement. Our overall philosophy is to create constructive and meaningful relationships with survivors, MSU leadership, faculty, staff,

students, the Collaborative Advisory Board, and other relevant stakeholders. We envision stakeholder partnerships that will generate individually tailored and creative solutions, while ensuring that our engagement is efficient and effective. We believe utilizing engagement methods such as town halls, group listening/participation sessions, an informational webpage dedicated to MSU on the Guidepost website, as well as more individualized engagement, will allow us to reach broad segments of the stakeholder community.

The Team foresees the following tasks may be a part of stakeholder engagement:

Survivor Engagement:

- Conduct targeted meetings with stakeholders to learn about their experiences and desired goals and outcomes of this assessment.
- Develop a survivor survey to understand how survivors desire to participate and their expected outcomes. The survivor survey would be the first step towards a broad outreach to survivors giving survivors control over their own story and how they want to share and participate. We envision that survivors may want to participate in some of the following ways: in-person sessions, group listening sessions with other survivors, and offering input into policies and compliance. Each avenue gives survivors agency to choose how they want to participate and set their own boundaries for healthy participation.
- Conduct trauma-informed sharing sessions with survivors who are interested in participating in the review process.
- Guidepost anticipates survivor participation may occur in some of the following ways:
 - Individual Contributions – survivors would be given the opportunity to submit responses to prompts related to how MSU can prevent abuse and promote safety. These contributions could be submitted in writing or by video to a dedicated email address such as MSUSurvivors@guidepostsolutions.com. These survivor contributions would be synthesized to capture ideas, themes, and recommendations to inform Guidepost’s formal recommendations and be incorporated into the final report.
 - Group Contributions – another possibility is group collaborative sharing sessions where survivors who would like to brainstorm with other survivors can meet in a guided, trauma-informed collaborative session(s). This approach would allow survivors to brainstorm and collaborate with one another about structural and individual deficiencies that enabled abuse to happen and discuss how an understanding of these deficiencies can inform best practices for prevention of abuse, student and athlete safety, and a trauma-informed response. These sessions would be facilitated by a trauma-informed therapist with emphasis placed on survivor wellbeing and avoidance of re-traumatization. Our team would use notes regarding ideas, themes, and recommendations to inform Guidepost’s formal recommendations and be incorporated into the final report.

Engagement With Other Stakeholders:

- Host introductory meetings and listening sessions with MSU faculty, staff, students, and others as identified by the Collaborative Advisory Board. As part of these meetings, the Team will seek high-level briefings from relevant university departments on initial governance documents, policies, and practice measures developed by MSU in response to RVSM. The Team anticipates contact with the Student Conduct Office, Athletics Department, Office for Civil Rights and Title IX Education and Compliance, Office of Audit, Risk and Compliance, and other offices that may have input into RVSM awareness, prevention, and response.

TASK III – HISTORICAL ACCOUNTABILITY ASSESSMENT

The historical accountability task will focus on reviewing the core elements of MSU’s RVSM program to assess whether related policies and procedures have been implemented in accordance with and in furtherance of the University’s commitment to “creating a safer, healthier, and more respectful campus.” This task would not include any investigation of historical allegations or issues which affected MSU in the past or any comment on any alleged individual wrongdoing, failures or conduct. Rather this task will focus on a review of the University’s historical policies and procedures regarding RVSM, subsequent changes to such policies and procedures and a review of current policies and procedures with a goal of (1) identifying potential gaps in RVSM and other related policies and procedures as well as the implementation of such policies and procedures; (2) understanding how gaps in policies and implementation of such policies contributed to institutional failures in responding to past incidents of RVSM and related issues; and (3) identifying opportunities for enhancement to policies and implementation strategies to prevent future issues.

In connection therewith the Team may undertake the following activities:

- Review certain past and current Codes of Conduct, policies, procedures, controls, and governance frameworks related to RVSM, including ethics, risk, legal, Title IX, relevant health and wellness programs, athletics programs, legal and compliance department structures and functions; reporting practices and information sharing frameworks; investigative practices; prevention, education, assistance, and support programs; hiring and promotion policies; due diligence practices historical governance, structure, management changes, complaint processes, and reports to director and officer leadership.
- Review of a sample of allegations relating to RVSM without conducting any investigation into such allegations to assess: (1) whether RVSM and other related policies and procedures in effect at such times had potential gaps or were outside of the standard in the industry; (2) whether the University’s response to such allegations complied with then applicable policies and procedures; (3) whether any gaps in RVSM and other related policies and procedures and/or implementation of same contributed to institutional potential inadequacies in responding to past RVSM incidents; (4) whether MSU’s revised RVSM and other related policies and procedures adequately address prior RVSM and related issues; and (5) whether additional changes to MSU’s RVSM and other related policies and procedures are necessary.
- Review the results of MSU community and cultural surveys, and possibly the data underlying the surveys (if available) to evaluate and understand awareness, perceptions, behaviors, and attitudes about RVSM.
- Based on input from the Collaborative Advisory Board, identify personnel responsible for key elements of the RVSM program and conduct background and informational meetings with those individuals.
- Review historical organizational structures, ethics and compliance, codes of conduct, and related internal controls.

TASK IV – CULTURAL ASSESSMENT

Building upon the information gathered in Task III, the Team will assess MSU’s organizational culture and conduct and whether and how that culture and conduct reflect MSU’s commitment to RVSM prevention and education. Specifically, drawing from document review, meetings, anonymous surveys, focus groups/sharing sessions, and survivor contributions, a cultural assessment will evaluate factors that may positively or negatively affect MSU’s culture related to RVSM prevention and response. The Team will assess how MSU leadership, as a whole, communicates and demonstrates its stated commitment to student well-being and to RVSM prevention and response efforts. Our goal will be to determine whether gaps exist between the stated commitments and formal policies and lived experiences of

survivors and community members, in general, that have participated in or engaged with the RVSM programming or processes. Recognizing that peer (student) culture contributes to the overall RVSM culture, the Team will also evaluate student culture related to consent, accountability, and respect. The Team will assess MSU's commitment to understanding of RVSM to ensure that first responders are best positioned to appropriately handle RVSM reports. The Team may undertake the following specific activities:

- Conduct meetings with University leadership regarding their approach to developing and promoting the University's commitment to the RVSM program.
- Conduct focus groups/sharing sessions with students, faculty, and other community members and stakeholders to assess the perceptions of the University's commitments and effectiveness of the RVSM program.
 - Sharing sessions may include prompts or questions designed to facilitate discussions addressing awareness of RVSM resources, trust in leadership and reporting mechanisms, perceived safety, informal and restorative processes offered and provided.
 - Specific sharing sessions for individuals who have attended RVSM training sessions may be offered, focusing on the attendees enhanced understanding of content, impact made, and attendee take-aways. These sessions may include individuals who have attended training offered to them as a student, faculty, athlete, coach, new/transfer student, members of Greek life, and parents/guardians
 - Specific sharing sessions with athletes about the RVSM program, athlete care, and approach to medical ethics may also be offered.
- Assess the informal, mediation, and adaptable resolution and restorative practices offered and provided.
- Review campus events attended or supported by the Office for Civil Rights and Title IX Education and Compliance and Office of Audit, Risk and Compliance teams.
- Understand and review the makeup and workings of prevention and response teams, threat assessment teams, CARE or Case Management teams and whether they include and collaborate with Office for Civil Rights and Title IX Education and Compliance and Office of Audit, Risk and Compliance team members.
- Evaluate overlap and collaboration (if any) between Student Conduct Office and Office for Civil Rights and Title IX Education and Compliance and Office of Audit, Risk and Compliance teams.
- Review of institutional messaging and other data reflective of leadership engagement to assess alignment and identify areas for cultural reform.
- Leverage existing community-wide surveys to measure awareness of the RVSM program, understand attitudes related to RVSM, perception of safety, confidence in the existing policies and procedures, trust in reporting systems, and awareness of support resources across MSU departments, specifically those areas that have experienced higher incidents or reporting of RVSM.
- Assess current training, including audience, cadence, substance, reach, effectiveness and institutional resources.
- Assess current communications and educational efforts related to RVSM including orientation sessions, residence life training, prevention programs, workshops, and other initiatives to evaluate their relevance, accessibility, and impact.
- Research and benchmark MSU's current efforts with peer institutions.

TASK V - REVIEW AND GAP ANALYSIS OF POLICIES, PRACTICES, AND STRUCTURES RELATED TO THE PREVENTION AND RESPONSE TO INCIDENTS OF RVSM

In the aftermath of the Nassar case, MSU has sought to implement change in the way it seeks to prevent and respond to RVSM. The review of current policies, structures, and practices for preventing and responding to RVSM will provide

information for the Team to assess the appropriateness and need for the specific measures implemented, how those implemented changes are working, and whether they have been effective in prevention or response to RVSM. The Team will review all measures implemented and assess newly implemented measures related to governance, compliance, ethics, risk, legal, Title IX, relevant health and wellness programs, and athletics programs. As a part of this review, the Team will review all current documents listed in the RFP as well as other documents deemed relevant and helpful to this assessment. The Team will review the implemented measures and current state of MSU's RVSM prevention and response efforts to assess the strengths and weaknesses of the policies, practices, and structures that have been put in place and will be informed by Tasks II, III, and IV.

The Team anticipates that Task V may include the following tasks:

- Work in collaboration with Collaborative Advisory Board to identify and review documents listed in the RFP.
- Based on input from the Collaborative Advisory Board, identify any relevant factual and/or procedural gaps which may need to be addressed through the acquisition of additional documents, evidence, or meetings.
- Review current governance, structure, management changes, and complaint processes.
- Review current Code of Ethical Conduct; legal and compliance department structures and functions; reporting practices and information sharing frameworks; investigative practices; prevention, education, assistance, and support programs; hiring and promotion policies and due diligence practices.
- Assess current policies, structures, and practices that impact survivors and athlete wellbeing and safety.
- Highlight potential gaps, opportunities for enhancement, patterns, and trends as appropriate for final deliverable.
- Identify and analyze potential gaps, if any, in the current newly implemented current policies, practices, and structures related to the prevention and response to RVSM.
- Focus on identifying whether concerns related to student athlete and survivor safety and wellbeing and sexual abuse allegations are promptly and accurately escalated and reported.
- Evaluate athletic environments and physical spaces where athletes train and receive care from staff and healthcare providers.

TASK VI - REVIEW OF SURVIVOR AND ATHLETE CARE AND SUPPORT, THERAPEUTIC AND TRAUMA-INFORMED CARE, AND RELEVANT MEDICAL POLICIES

In parallel with Task V, team experts will critically assess the University's policies, structures, and practices for survivor and athlete care with a focus on trauma-informed principles, therapeutic practices, athlete care and wellbeing, and relevant medical policies. We not only want to be trauma-informed in our review of MSU, but we want to understand if and/or how MSU is meeting the parties with compassion. The ultimate goal is to ensure that all MSU community members, especially those impacted by trauma, injury, or systemic deficiencies and failures, have access to and receive compassionate, ethical, and trauma-informed care.

TASK VI – THE TEAM ANTICIPATES THE FOLLOWING TASKS:

- Assess the University's integration of trauma-informed principles across its support services that provide support to individuals reporting sexual assault or involved sexual-assault related processes, with a focus on staff training, environmental design, policies, and practices.
- Evaluate the therapeutic modalities available to MSU community members with a focus on counselling services including the following: accessibility, diversity of therapeutic models used, environment, continuity/coordination of care, and client feedback.

- Evaluate physical environments, care, support, and resources for student athletes.
- Review relevant medical policies and oversight related to the medical care and psychological care provided on campus and through the athletics department. Special attention will be given to procedures for informed consent, medical ethics, confidentiality, and conflicts of interest.
- Review MSU plans for regularly conducting clinical audit and quality improvement inspections to ensure clinical standards and a trauma-informed approach are in place.

TASK VII: PUBLIC REPORT PREPARATION AND SUBMISSION OF FINAL DELIVERABLES

Guidepost will review and synthesize the information gathered during the course of the engagement to produce a public report.

All information related to any individual, regardless of whether the person is a survivor, witness, MSU community member, personnel, or stakeholder, will be completely anonymized in any public report in a manner decided by Guidepost in its sole discretion. As set forth above, it is understood between Guidepost, MSU, and the Collaborative Advisory Board that no potentially identifying information of any individual will be disclosed by Guidepost in any public report. Potentially identifying information includes, but is not limited to, a person's name, title or position, the Office or Department in which the person works(ed), or any other information that Guidepost reasonably believes, in its sole discretion, might lead to identity of a person becoming known. This includes instances when a person consents to the use of their identity during the process. The ultimate decision regarding whether such information might lead a reader to identify another individual will be made solely by Guidepost.

MSU and Guidepost will mutually agree on timing for release of the public report by MSU. Guidepost may include the following as well as other matters in its sole discretion, in the report:

- Provide anonymized, aggregated and/or summary findings in connection with the historical accountability review regarding MSU's handling of reports related to RVSM and whether such handling was in compliance with its then-RVSM policies and procedures.
- Provide an analysis of RVSM measures implemented and a detailed report card on the progress and results of MSU's implementation of RVSM prevention measures post-Nassar to independently validate whether MSU has made significant progress in practice and compliance since implementation.
- Document recommended enhancements of policies, practices, structure, and cultural insights based on the historical and current review of policies, practices, structures, and culture related to the prevention and response to RVSM.
- Summaries of other findings and recommendations resulting from its work in connection with any of the Tasks identified above.

EXPECTED TIMELINE

Task	Project Timing
Tasks I - VII:	9 months

MANDATORY MINIMUM REQUIREMENTS

Guidepost meets the following mandatory minimum requirements as outlined in the request for proposal:

- The Guidepost team has prior experience working with a large, decentralized institution to develop consistent institution-wide structure, policies and culture.
- The Guidepost team has prior experience conducting RVSM-related assessments with institutions of higher education.
- The Guidepost team has prior extensive experience engaging broad and diverse communities, including survivor populations, including experience with trauma-informed practices for survivor engagement and data collection (e.g., listening sessions, workgroups, interviews).
- The Guidepost team has prior experience developing effective and restorative engagement between survivor communities and institutions that have committed harms.
- The Guidepost team has demonstrated knowledge of key federal and state laws pertaining to RVSM (e.g., Title IX).
- The Guidepost team has experience advising on patient safety in health care settings; the team also has experience advising on medical ethics.
- The Guidepost team has experience advising on best practices in collegiate athletics regarding trainer/health care.
- The Guidepost team has not previously provided services or legal representation to the university regarding RVSM matters, either directly or through a subcontract, within the past 8 years. Any subcontractors (See Attachment A) retained by Guidepost during this assessment will be reviewed to ensure they have not previously and are not currently providing services to MSU directly themselves.

ESTIMATED BUDGET

Task	Fee Range
Strategic Planning	\$75,000
Stakeholder Engagement	\$125,000
Historical Accountability	\$350,000
Cultural Assessment	\$300,000
Compliance Program Review	\$350,000
Survivor/Athlete Care/Relevant Medical Policies	\$150,000
Draft and Finalize Public Report	\$350,000
Total Proposed Budget	\$1,700,000

Invoices will be sent by Guidepost monthly that clearly detail the work and hours performed for the previous month. Guidepost and MSU will agree to meet and confer during the various phases of this engagement to assess the budget. If there are indications that the

budget has been underestimated, Guidepost will provide MSU with a detailed explanation of the reasons therefor and the parties agree to meet and confer in good faith to increase the budget for the phase, utilize funding from another phase to cover the overage, or remove tasks from the phase. Both parties will agree to be flexible in these assessments so that the overall goals set forth in the Statement of Work are achieved.

Upon mutual agreement of MSU and Guidepost, Guidepost may assist with IT and data management and retention, HIPAA/privacy compliance, physical and cyber security, organizational restructuring around silos, and implementation support for recommendations that come from this process. In such an event, a description, pricing, and other terms related to such tasks will be described in an updated MSA and Statement of Work to be negotiated by the parties.

Travel Costs: These fees do not include travel time or other incidental expenses. All travel related expenses will be reimbursed at actual rates for transportation, meals, lodging, and other necessary and reasonable expenses. Travel time will be billed at 50% of the educational hourly rates detailed below. Guideposts will work with MSU in advance of each task to determine if on-site travel is necessary, and the staffing plan to support any on-site activities, subject to MSU’s written approval.

This engagement includes an hourly rate structure. In the table below, please find the Guidepost educational hourly billing rates for the professional staff levels that will be assigned to work on the project. The rate structure is largely based on the scope of work, the expertise needed, and the predictability of the planned activity.

Project Role	Rate
Project Lead	\$1200
Deputy Project Lead	\$1100
Senior Managing Directors + Associates	\$900
Subject Matter Experts	\$650
Analysts	\$450

**All rates have been reduced for an educational discount.*

Attachment A

Subcontractors Expected to be utilized by Guidepost Solutions, LLC:

1. Betsy Smith
2. Mary O'Connor
3. Erica D'Agostino
4. Robert Roach
5. Law Office of Christina P. Bischoff PLLC