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**SERVICES AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF CORRECTIONS
AND
LIFE UNIVERSITY, INC**

THIS AGREEMENT is entered into the 1st day of July, 2021, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the “Department”), and LIFE UNIVERSITY, INC, duly authorized by law to transact business in the State of Georgia.

WHEREAS, the Department desires to engage Contractor to provide services as more fully described below, and Contractor desires to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The Department and Contractor shall meet annually to review the Services. The Contractor agrees to perform fully and faithfully the services described in Exhibit “A”, attached hereto and incorporated by reference herein (the “Services”). In the event Contractor is a professional as described in the most recent version of the Georgia Procurement Manual, which may be found on www.doas.ga.gov, the Contractor shall perform the Services in accordance with standards applicable to similar professionals practicing in the geographic locality that the Services are to be performed. Contractor agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services to be performed. No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein. No provision of this Agreement shall be construed to prohibit Contractor from offering similar or different services to the public, including other State agencies.

2. Independent Contractor. In the performance of the Services, and for all tax, liability and insurance purposes, Contractor shall at all times be an independent contractor and not an agent, representative or employee of the Department. Contractor may not perform the Services through employees or subcontractors without prior approval from Department in writing. Contractor shall determine the means and manner of performance of Services to be rendered, and, in conformity with the foregoing status of the parties, Contractor shall not hold himself out to be an employee or agent of the Department or use the name of the Department in its business in any way.

3. Compensation. The Parties agree that neither party shall receive compensation for the services performed pursuant to this Agreement.

4. Benefits. The Contractor acknowledges that he is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.

5. Pledges of Credit. Contractor acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, then this Agreement shall terminate without further obligation of the Department.

6. Expenses. The Department shall not be liable for and shall not reimburse the Contractor for any travel or other expenses incurred by the Contractor unless approved in advance by the Department in writing. Any such reimbursement shall be made in accordance with and in amounts permitted by applicable state rules and regulations.

7. Equipment. The Department is not required to provide any office space nor any equipment to the Contractor except as specifically provided under this Agreement.

8. Term of Agreement. This Agreement shall be effective as of July 1, 2021 and shall continue in force and effect until 11:59 p.m. on June 30, 2022, unless such period is extended by mutual agreement of the parties in writing.

9. Renewal. The Department shall have the option, exercisable in its sole discretion depending on the satisfactory performance and availability of funds, to renew this Agreement for up to four (4) terms. Each renewal term shall not exceed twelve months. The Department shall give the Contractor no less than thirty (30) days' notice of its intent to renew. If renewed, renewal shall be upon the same terms and conditions. As to each term and subject to the termination provisions of this Agreement, the Agreement shall terminate absolutely and automatically at the close of the then-current term without further obligation by the Department. The original Agreement, applicable amendments and any Agreement renewals shall bind the Department and the Contractor. Upon the Department's election, in the Department's sole discretion, to renew any part of this Agreement, the Contractor shall remain obligated to perform in accordance with this Agreement unless otherwise agreed in writing by the Department and the Contractor.

10. Termination for Convenience. The Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to the Contractor. In the event of termination under this paragraph, the Department shall pay the Contractor for Services that have been fully and faithfully performed prior to the effective date of termination; provided, however, that payments otherwise due the Contractor may be applied by the Department against amounts due or claimed to be due the Department and, in addition, if termination is for cause, payments may be withheld by the Department on account of the Services being deemed deficient and not remedied by the Contractor prior to the effective date

of termination. Contractor shall be liable to the Department for any additional cost incurred by the Department as a result of deficiencies in the Services to be provided hereunder.

11. Compliance with Laws. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, State and local governments, including orders of any court of competent jurisdiction. Without limitation to the generality of the foregoing, Contractor agrees to comply with any special conditions, undertakings or representations attached hereto, all of which form a part hereof.

12. Conflicts of Interest. The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Contractor's services hereunder. The Contractor further covenants that in the performance of this Agreement, the Contractor will not employ any person having such an interest.

13. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. §45-10-20, *et seq.*, in any respect. The Contractor agrees not to employ any individual that would result in a violation of this law.

14. Screening. Contractor acknowledges and agrees that Contractor, including employees of Contractor, shall be subject to background investigations, including but not limited to criminal background investigations, conducted by duly authorized agents of the State, and Contractor and Contractor's personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

15. Training: In the event the Contract is to perform Services at a Department facility, the Contract shall participate in Department and facility policy and procedure orientation which shall include but shall not be limited to institutional rules, security and operations. The Contractor shall participate in any additional training as needed or appropriate to the Contractor's services being rendered to the Department. The determination of additional training shall be solely determined by the Department.

16. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their

customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources>

[administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy](#);

- (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

17. Standards of Conduct and Sexual Harassment. Contractor agrees that the Contractor and any of its agents, employees, officials, students or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Contractor or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Contractor will allow and assist the Department in investigating the charge or accusation. If the charge is established or if the Contractor, its agents, employees, officials or subcontractors is found guilty of sexual harassment disciplinary action, including dismissal and termination of the contract and/or services may be instituted by the Department. The Department, in its sole discretion, may allow the contractor to take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision. The Contractor shall execute acknowledgements evidencing that the Contractor has been advised of the Department's Standard of Conduct, Guidelines for Contract Personnel and Unlawful and Sexual Harassment Policies of the Department.

18. Indemnification. Contractor hereby releases and discharges the State of Georgia, its agencies, departments (including the Department), authorities and instrumentalities (including the State Tort Claims Trust Fund), and the officers, directors and employees of each, waiving all rights against any of them (collectively, the "State"), and agrees to indemnify, protect

and save harmless the State, with respect to any claim, demand, liability, loss, penalty, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or occurring in connection with (a) any breach of this Agreement or any of the terms or conditions hereof; (b) the violation of any federal or State law, rule or regulation (including those pertaining to the protection of the environment); or (c) damage to or destruction of property (including loss of use) or injury to persons (including death), in whole or in part caused by or resulting from any act of negligence or willful misconduct of the Contractor. In connection with the foregoing indemnity obligations, Contractor shall, at its sole expense, participate in the defense of any suit or action brought against the State, and no settlement or compromise entered into by the Contractor and stemming from the action or suit shall be effective to bind the State unless entered into with the express approval of the State. The indemnity obligations of this paragraph shall survive any termination of this Agreement.

19. Insurance. Contractor shall, at its sole expense, procure and maintain from insurance carriers licensed to transact business in the State of Georgia such insurance coverage as will protect Contractor's and Department's interests under this Agreement in accordance with rules and regulations established in the State of Georgia Insurance and Bonding Guidelines (SPD-SP048). Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein.

20. Confidentiality. Contractor agrees to adhere to the Department's Confidentiality policy and procedures which have been or will be provided to the Contractor in writing by the Department. Contractor will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Contractor (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law or by any regulatory agency to which Contractor is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Contractor.

21. Prison Rape Elimination Act. Contractor agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Contractor agrees to undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and Contractor agrees to document and acknowledge in writing that Contractor, its agents, employees, students, officials or subcontractors understands such training. Contractor agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any facility in which the Contractor is present. Contractor agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Contractor agrees and understands that a violation

of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. Contractor acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

22. Shop Right. Contractor agrees that any processes, equipment, proprietary know-how or other proprietary information or matters that are produced or result, directly or indirectly, from or in connection with Contractor's performance of the Services shall be the property of the Department, and Contractor further agrees to execute any and all documents, or take additional actions which may be necessary in the future to give full effect to this provision.

23. Cooperation. Contractor, its employees, agents, subcontractors and assigns, agree to cooperate fully in the defense of any litigation brought against the Department or Contractor relating to the Services to be performed under this Agreement, and each party shall give the other prompt notice of any claim, demand, suit or proceeding.

24. Taxes. Contractor shall be solely responsible for the payment, in a timely manner, of all federal, State and local taxes, fees or assessments of any type. Contractor further agrees to indemnify the Department from any loss, cost, claim, damage or expense arising therefrom.

25. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

26. Assignment. Neither party may assign its respective rights and obligations arising out of this Agreement without the prior consent in writing of the other party.

27. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Contractor:

Bill Jarr, Executive VP of Finance
Life University, Inc.
1269 Barclay Circle
Marietta, GA 30060

If to the Department:

Heather Corbett
Director of Career, Technical, & Higher Education
300 Patrol Road, 2nd Floor Upshaw Bldg.
Forsyth, GA 31029

Jennifer Ammons, General Counsel
Georgia Department of Corrections
P.O. Box 1529
Forsyth, Georgia 31029

28. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

29. Meanings of Certain Terms. Where used herein, and unless the contract otherwise clearly requires, the term "including" shall be interpreted in its most expansive sense and shall not operate as a limitation; the term "Contractor" shall include any parent or subsidiary corporation or firm of Contractor, the officers, directors, employees, contractors, agents and assigns of any of them.

30. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

31. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90, *et seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

32. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

33. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

34. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of

this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

35. Drug-Free Workplace. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, *et seq.* (A) The Contractor hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Contractor may be suspended, his contract terminated or the Contractor debarred if it is determined that: (1) the Contractor has made false certification hereinabove; or (2) the Contractor has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.

36. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement. Jurisdiction and Venue for any civil action arising out of this agreement shall lie in the Superior Court of Fulton County, Georgia.

37. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

38. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

39. Boycott of Israel. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

40. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

41. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF
CORRECTIONS**

By: _____
Jennifer Ammons
General Counsel

Date: _____

LIFE UNIVERSITY, INC.

By: _____
Bill Jarr
Executive VP of Finance

Date: _____

Exhibit “A”
Scope of Services

I. LIFE UNIVERSITY SHALL:

- a. Deliver accredited courses on site or online through BlackBoard each quarter. Courses offered will be at the discretion of the University.
- b. Accept up to seventeen students for registration in the Associate of Arts degree in Positive Human Development and Social Change and up to twenty-five students in the Bachelor of Science in Psychology.
- c. Provide five full scholarships to correctional staff employed at Lee Arrendale State Prison. Scholarships may be applied toward any degree program other than the Doctor of Chiropractic degree. These scholarships will apply to online or on-campus degree programs. University will select scholarship recipients on a first-come, first-served basis.
- d. Provide a full scholarship to Life University to any student who enrolled in Life University while incarcerated at Arrendale State Prison that is released from the facility. The scholarship will apply to any online or on-campus undergraduate degree programs.
- e. Provide an orientation workshop and Compassionate Integrity Training to correctional staff who receive scholarships.
- f. Perform administrative duties including but not limited to reviewing student applications, registration and enrollment of students, transcript evaluation, and supervision of instructional staff.
- g. Solicit input from facility leadership before recommending students for enrollment and communicate any concerns shared by facility leadership about institutional behavior to the admissions committee. University will be responsible for all admissions decisions.
- h. Provide the necessary and GDC approved supplies for students to complete coursework.
- i. Recognize that inmate activities such as medical, mental health, store, etc. take precedence and may conflict with Life University schedules; although, GDC will make a good faith effort to minimize those conflicts.
- j. Provide training to students who wish to be writing tutors or Compassionate Integrity Training facilitators to offer assistance and training to other incarcerated people at Arrendale.
- k. Provide reports of overall (not individual student) program progress (average GPA, number of hours/courses attempted versus successfully completed, reasons for

dropping classes, etc.) within 30 days of the end of each semester as well as one annual report, and additionally as requested by GDC leadership.

- l. Conduct ongoing evaluations of the education program, including programmatic evaluations congruent with SACS requirements as well as evaluations of the impact of the program on individual and community well-being. The University acknowledges that all research related to offenders and classes offered through this agreement must have prior approval from GDC according to policy.
- m. Apprise all students of the University honor code and will resolve violations of the honor code according to standard University procedures and in accordance to GDC guidelines.
- n. Hold an orientation workshop for new students.
- o. Hold a commencement ceremony at the facility for students who meet requirements to complete the AA or BS degree. Prior approval from the warden or designee must be established, and all GDC policies will be adhered to.
- p. Bring one-time guest speakers into the facility to speak about their area of expertise. University is responsible for acquiring clearance for guest speakers according to GDC procedures and the Warden's discretion.
- q. Obtain prior written approval from GDC Public Affairs for all social media posting, publications, advertisements, media contact, public information, which relates to the facility program, collectively called "material."

II. THE DEPARTMENT SHALL:

- a. Make a good faith effort to provide classroom space, Chromebooks, ethernet ports, desks, and chairs available for Life University program use.
- b. Assist University in filing schedules and risk reduction forms at the facility as time and staff are available.
- c. Provide GDC required training to University representatives who have contact with offenders.
- d. Make a good faith effort to provide students with supervised access to Chromebooks to complete required coursework.
- e. Provide Chromebooks equipped to enable students to complete online coursework on BlackBoard and APA research papers. GDC will whitelist other sites as requested if doing so would not pose a security risk.
- f. Make a good faith effort to provide a space at the facility that provides access to one phone line, one desk computer, and a filing cabinet for the office.

- g. Follow facility protocol in approving the University to provide books and supplies necessary for coursework.
- h. Make a good faith effort to provide space in the facility library for donated books that will be accessible to students according to Standard Operating Procedures.
- i. May elect to bar an applicant from being enrolled in Life University due to documented security concerns as determined by the classification committee and Warden or Designee. The Warden or Designee will provide written notification to the Contractor and applicant of denial for participation due to security concerns or institutional behavior.
- j. Notify University staff if an enrolled student is placed in administrative segregation or prevented from coming to class for disciplinary reasons. If possible, GDC will enable University staff to make provisions for the student to fulfill requirements to complete the courses and degree program in which the student matriculated.
- k. Place transfer holds on enrolled students. In the event that a student must be transferred due to overriding security concerns, GDC will make a good faith effort to make provisions for that student to return to the institution to re-enroll in the program if the security concern diminishes.
- l. Make a good faith effort to make provisions for correctional staff at Lee Arrendale State Prisons who are granted scholarships to be able to complete coursework online or in person in Marietta, and to complete a ten-session course in Compassionate Integrity Training offered at Arrendale.
- m. Provide counseling services to incarcerated students enrolled in the program.
- n. Provide ADA accommodations in accordance with the Department's Standard Operating Procedures.
- o. Review University application to conduct research for the purpose of evaluation. All research must have prior approval from GDC according to policy. If such approval is granted, GDC will cooperate and provide reasonable assistance.