

**RESEARCH PARTICIPATION AGREEMENT  
BY AND BETWEEN**

**ACCESSLEX INSTITUTE**

**AND**

**[INSERT NAME]**

This Research Agreement (“Agreement”) is made and entered into as of [INSERT DATE] (“Effective Date”) by and between **AccessLex Institute**, a non-stock corporation organized under the laws of the state of Delaware, with a principal place of business at 10 North High Street, Suite 400, West Chester, PA 19380 (“AccessLex”) and [INSERT NAME], with an address at [INSERT ADDRESS] (“Research Participant”) (each a “party,” and collectively, “the parties”).

**RECITALS:**

WHEREAS, AccessLex is engaged in the business of furthering access, affordability and the value of legal education and conducts research in support of its mission;

WHEREAS, AccessLex, through its Center for Legal Education Excellence, seeks to conduct a study designed to explore and develop sustainable models for increasing law school diversity by addressing common disadvantages faced by applicants from underrepresented backgrounds (the “LexScholars Research Program”).

WHEREAS, the LexScholars Research Program contemplated by this Agreement is of mutual interest and benefit to AccessLex and Research Participant, and will further the research objectives of AccessLex in a manner consistent with its status as a non-profit, tax-exempt organization;

WHEREAS, AccessLex wishes to use Research Participant’s services as defined below; and,

WHEREAS, Research Participant is willing to render such services, to agree to certain conditions of participation as detailed below, and to devote Research Participant’s best efforts to participation in the LexScholars Research Program upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of these premises and the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**Section 1. SERVICES AND COMPENSATION.**

- a. Research Participant agrees to provide the services described in Schedule A attached hereto, subject to and in accordance with the Research Participant’s promises and representations, which are further detailed in Schedule A. The services and promises/representations shall be collectively referred to herein as the “Services”.
- b. AccessLex agrees to compensate Research Participant as outlined in Schedule A, subject to any provision of this Agreement.

- c. Research Participant acknowledges and agrees that the compensation described under this Section 1 represents AccessLex's full and complete obligation for any and all Services to be rendered by Research Participant under this Agreement and that AccessLex will not reimburse or compensate Research Participant for any other costs or expenses incurred in connection with Research Participant's participation in the LexScholars Research Study.
- d. Research Participant will use Research Participant's best efforts in the performance of the Services, will perform the Services in a diligent, conscientious and reasonable manner and will cooperate with AccessLex's personnel, contractors and other third parties involved in the LexScholars Research Study.
- e. Research Participant acknowledges and agrees that failure to perform the Services as agreed, or the breach of any other provision of the Agreement by Research Participant may result in (1) the termination of this agreement, (2) the forfeiture of the right to any future payments or resources hereunder or otherwise, and (3) the right of AccessLex to exercise additional remedies against Research Participant.

**Section 2. TERM AND TERMINATION.**

- a. The Agreement will begin on the Effective Date and will terminate on September 1, 2021, unless terminated earlier pursuant to the terms of this Agreement.
- b. AccessLex may terminate this Agreement immediately on notice to Research Participant if in its sole discretion Research Participant fails to perform the Services as agreed or breaches any provision of this Agreement or it decides to terminate the program.

**Section 3. CONFIDENTIALITY.**

- a. During the term of this Agreement, each party acknowledges and agrees that the other party will have access to data and information that is confidential and proprietary to the other party, including Research Participant's personal information ("Confidential Information").
- b. All such Confidential Information made available to, disclosed to, or otherwise made known to Research Participant in connection with this Agreement shall be considered the sole property of AccessLex. Confidential Information may be used by Research Participant only for purposes of performing the obligations of Research Participant hereunder. Research Participant shall not disclose Confidential Information to any third party without the prior written consent of AccessLex and shall not use or duplicate any proprietary information belonging to or supplied by AccessLex, except as authorized by AccessLex.
- c. All Confidential Information provided by Research Participant, including without limitation, Research Participant's participation in the LexScholars Research Program, Research Participant's name, address, telephone number, e-mail addresses, etc., will be kept confidential by AccessLex and used only in connection with the LexScholars Research Program, except as described below. Research Participant acknowledges and agrees that AccessLex (1) may share Research Participant's Confidential Information with Research Participant's educational institution(s); and (2) reserves the right to use any anonymized information derived from Research Participant's Confidential Information (information that is aggregated in such a manner with other information such

that the identity of Research Participant cannot reasonably be ascertained) for research purposes, including the basis for publication and design of future study in this or other research subject matter areas.

- d. These confidentiality and non-disclosure obligations shall remain in effect following the expiration or earlier termination of this Agreement.

**Section 4. CONFLICT OF INTEREST.**

Research Participant represents and warrants that Research Participant has no business, professional, personal or other interest that would conflict with the performance of Research Participant's obligations under this Agreement.

**Section 5. REPORTING.**

Research Participant agrees to cooperate with AccessLex with regard to the provision of data and information about Research Participant, as detailed in Schedule A hereto.

**Section 6. NOTICES.**

Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted under this Agreement will be in writing and will be deemed given only if delivered personally or sent by electronic mail or by certified mail, return receipt requested and postage prepaid, or by Federal Express or a comparable overnight delivery service, addressed to the parties as follows:

**If to AccessLex Institute:**

AccessLex Institute  
Attention: Tiffane Cochran  
440 First Street, NW  
Suite 550  
Washington, DC 20001  
Email: [research@accesslex.org](mailto:research@accesslex.org)

**With a copy to:**

AccessLex Institute  
Attention: Legal Department  
10 North High Street  
Suite 400  
West Chester, PA 19380  
Email: [legalnotices@accesslex.org](mailto:legalnotices@accesslex.org)

**If to Research Participant:**

[INSERT NAME]  
[INSERT ADDRESS]

Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, or on the third business day after deposit in the United States mail, or on the first business day after acceptance by Federal Express or a comparable overnight delivery service.

**Section 7. MISCELLANEOUS.**

- a. **Assignment and Subcontracting.** Neither party will assign or subcontract this Agreement or any of its rights or obligations without the prior written consent of the other party, except that AccessLex, without the consent of Research Participant, may assign this Agreement to any corporate affiliate or subsidiary, or in connection with a merger, acquisition or sale of all or substantially all of AccessLex's assets. Any attempted assignment by Research Participant in violation of this Section will be void.
- b. **Governing Law, Waiver and Forum.** This Agreement and the rights and obligations of the parties under it will be governed by and constructed under the laws of the State of Delaware, without reference to its principles of choice of law. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party under this Agreement of any term or condition of this Agreement, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative. Any dispute under this Agreement will be brought, as appropriate, in the federal courts located in Philadelphia, Pennsylvania or state courts located in Chester County, Pennsylvania, and each party acknowledges jurisdiction over it in these courts.
- c. **Construction.** Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders and the word "or" is used in the inclusive sense. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The language of this Agreement will be deemed the language mutually chosen by the parties and no rule of strict construction will be applied against either party hereto.
- d. **Entire Agreement; Modifications; Severability.** This Agreement, including Schedule A, sets forth the entire agreement and understanding between the parties and supersedes any prior written or oral agreements between them. Each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth herein. No amendment, modification, release or discharge hereof will be binding upon the parties unless in writing and duly executed by authorized representatives of both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, the remaining parts shall continue to be valid and enforceable.
- e. **No Benefit to Others.** The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they will not be construed as conferring any rights on any other persons.
- f. **Survival.** The respective rights and obligations of the parties set forth in the sections of this Agreement relating to Independent Contractor Status and Confidential Information will indefinitely survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

- g. **Counterparts.** This agreement may be executed in one or more counterparts each of which will be deemed an original and together all of which will be deemed to constitute one agreement.

**IN WITNESS WHEREOF**, the undersigned have caused their duly authorized representatives to execute this Agreement effective as of the Effective Date.

**AccessLex Institute**

By:

\_\_\_\_\_  
Name: Aaron N. Taylor

Title: SVP and Executive Director,  
Center for Legal Education Excellence

**Research Participant**

By:

\_\_\_\_\_  
Name: [INSERT NAME]

LexScholars Number: [INSERT #]

## SCHEDULE A

### SERVICES AND COMPENSATION

#### Services

In exchange for the opportunity to participate in the LexScholars Research Program and receive various consideration associated therewith, Research Participant will devote Research Participant's best efforts to participating in the LexScholars Research Program based on the group to which Research Participant is assigned (the group assignment process is detailed online at <https://www.accesslex.org/lexscholars> (the "LexScholars Website"). The group assignment section of the LexScholars Website and the description of Research Participant obligations, as detailed on the LexScholars Website, are incorporated herein by reference.

As a condition of participation in the LexScholars Research Study, Research Participant represents and certifies as follows:

1. Research Participant is 18 years of age or older;
2. All information provided by Research Participant in Research Participant's LexScholars' application and through any other means is truthful and accurate.
3. Research Participant certifies that his/her intent is to apply for Fall 2021 law school admission;
4. Research Participant agrees to comply with all LexScholars Research Study participation requirements, including, without limitation: (1) transmitting sensitive or Confidential Information or materials using secure channels specified by AccessLex, (2) not sharing any Confidential Information with program admission counselors, and (3) submitting a completed form W-9 or similar, as may be needed, per the below;
5. Research Participant agrees to abide by all licensing requirements, privacy policies, and terms of use associated with access to and use of the Kaplan Online LSAT preparation course;
6. Research Participant agrees to allow AccessLex access to Research Participant's personal data and information to be collected during the course of the LexScholars Research Study as outlined in AccessLex's Privacy Policy (available at <https://www.accesslex.org/privacy-policy>) and as set forth herein, and waives any and all rights to opt-out of information sharing, or for the personal information to be removed, deleted or forgotten to the extent permitted by law;
7. Research Participant agrees to allow AccessLex's researchers to track Research Participant's law school admission experiences and outcomes and to use that information to develop diversity pipeline programs and models that will benefit legal education, the profession, and society. In particular, and without limitation, Research Participant may be asked, and agrees to:
  - a. submit monthly reports and complete surveys detailing Research Participant's experiences during the law school admission process;
  - b. give AccessLex permission to track Research Participant's behavior and interactions when using the Kaplan LSAT Online course software; and

- c. give AccessLex permission to contact Research Participant via email, telephone (including cellular phone), and social media.

### **Compensation**

Research Participants will receive comprehensive law school admission counseling at no cost, beginning in June 2020 and continuing throughout the 2020-21 law admission cycle. Research Participants will also receive a Kaplan online LSAT course at no cost, with access beginning in August 2020. Research Participants may receive cash or gift card payments as incentives for completing reports and surveys.