AGREEMENT

COUNCIL FOR AID TO EDUCATION

And

NATIONAL AGENCY FOR THE EVALUATION OF UNIVERSITIES AND RESEARCH INSTITUTES

THIS AGREEMENT is effective as of February 15, 2013 by and between the Council for Aid to Education ("CAE"), a non-profit corporation with offices located at 215 Lexington Ave, 16th Floor, New York, NY 10016-6023, USA and the National Agency for the Evaluation of Universities and Research Institutes ("ANVUR"), a public institution with offices located at Piazza Kennedy, 20, 00144 Rome, Italy.

RECATALS

WHEREAS, CAE develops, offers, administers, and scores certain learning assessments including the Collegiate Learning Assessment, and other tests and tools for assessing individual student performance (collectively, the 'CLA+');

WHEREAS, ANVUR desires to have certain services performed associated with test translation, administration and scoring at post-secondary institutions in Italy (the "Services") and for these services it will follow privacy and disclosure rules relative to Italian users according to the Legislative Decree 198/2003 (Personal Data Protection Code) and Law 241/1990 (Law Concerning the Administrative Procedure and the Right of Access to Administrative Documents);

WHEREAS, the parties agree that CAE should provide the Services for ANVUR at post-secondary institutions in Italy;

WHEREAS, the total cost for ANVUR of the acquisition of these Services does not exceed 200,000 euros net of the value added tax (IVA) and the CLA+ is a product that is only available from CAE.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the parties hereby agree as follows:

1. Services to be Performed. CAE agrees to perform the Services set forth on the Statement of Work ("SOW") attached hereto as Attachment A and incorporated by reference.

2. Term. Unless terminated at an earlier date in accordance with Paragraph 8, Termination, of this Agreement, the term of this Agreement will commence on the date first stated above and continue through and include December 31, 2013.

3. Force Majeure. Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control or without the fault of that party. In the event of such delay, the time of performance under this Agreement will be extended for a period equal to the length of such delay unless the parties determine that such an extension is feasible.

4. Payment. ANVUR shall pay CAE in the amounts set forth on the Payment Schedule, attached hereto as Attachment B and incorporated herein, for Services performed as specified therein within sixty (60) days from receipt of a properly prepared invoice from CAE and acceptance of such services. The payment shall be in accordance with the detailed Payment Schedule, attached hereto as Attachment B.

5. Intellectual Property. All right, title, and interest in and to all inventions, patent applications, patents thereon, know-how and trade secret information, and all copyrightable material, copyrights, and copyright applications (collectively referred to as "Intellectual Property") which CAE conceives or originates, either
AGREEMENT

individually or jointly with others, and which arise out of the performance of this Agreement, will be the property of CAE. To the extent any new and original work is jointly conceived and developed by CAE together with ANVUR, and which arises out of the performance of this Agreement, such new and original work will be the property of CAE and ANVUR. Explicitly excluded from the previous sentence are any and all translations and or modifications of either party’s pre-existing property, including, for example, CAE’s CLA+ Performance Task, selected response questions, scoring rubrics, and training materials.

6. Protection of Trade Secrets and Confidential Information.

a. Without the prior Written consent of CAE, ANVUR will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this Agreement, any trade secrets, know-how, or any other secret or confidential information, knowledge or data of CAE ("Confidential Information"). Such Confidential Information will include, but not be limited to any of the following, whether in oral, written, or other tangible form: (A) performance tasks and all associated data and materials; (B) selected response items and all associated data and materials; (C) translations, modifications or adaptations to the above; (D) any financial plans, financial projections, product strategies, non-public product offerings, product or service specifications, scope or method of providing services, software code or functionality, product or service developments, processes, designs, research, marketing methods or distribution plans; (E) any other information CAE verbally designates as its Confidential Information at the time of disclosure or within a reasonable time thereafter; or (F) information that due to the nature of the information and the circumstances of disclosure, a reasonable person clearly would understand to be the Confidential Information of CAE.

b. Confidential Information does not include information which (i) is lawfully in the possession of ANVUR at the time of disclosure; (ii) prior to or after the time of disclosure becomes generally known to the public, not as a result of any improper action or action of ANVUR; (m) is disclosed to ANVUR by a third party subsequent to disclosure by CAE, and disclosure by such other party is not in violation of any confidentiality agreement or obligation to CAE; (iv) is approved by CAE, in writing, for release; or (v) is independently developed by ANVUR; and/or (vi) is required to be disclosed by law, regulation or order of a court of competent jurisdiction or other governmental authority, to the extent of such required disclosure, provided that ANVUR shall furnish prompt written notice of such required disclosure.

c. Without the prior Written consent of ANVUR, CAE will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this Agreement, the information and the results obtained while assessing Italian students.

d. One year after testing has been completed, (i.e., December 31st, 2014), CINECA will remove all test items from their test system and ANVUR will confirm that this has been accomplished by letter to CAE.

e. ANVUR will be able to maintain its own records of the feasibility study according to its normal practice, any release of answers to items for any students will need to first be approved by CAE.

7. Breach and Default. If either party fails or refuses to perform a task or tasks as described and agreed upon in this Agreement, including but not limited to unreasonable delay in the performance of its obligations (unless excused under the terms of this Agreement) or inadequate quality and performance standards compliance, or the appointment of a trustee in bankruptcy, or any other act of a party's insolvency, either party may, at its sole option, declare the other party in default of this Agreement. Notwithstanding the foregoing, each party agrees to provide written notice to the other party of any such breach or default and that other party will have ten (10) business days from the date of such notification to cure such breach or default.

8. Termination. Notwithstanding any contrary provisions contained elsewhere in this Agreement, this Agreement and the rights and obligations of CAE and ANVUR hereunder (other than the rights and
AGREEMENT

obligations of the parties under Paragraphs 5 Intellectual Property, 6 Protection of Trade Secrets and 9 Confidential Information, 7 Breach and Default, 9 Limitation of Liability, and 11 Miscellaneous, which survive any completion or termination of this Agreement) may be terminated in whole or in part:

a. by CAE in the event ANVUR fails to make payment within 60 days as required under this Agreement, if ANVUR fails to remove such failure within thirty (30) days after written notice by CAE; or

b. by ANVUR immediately if appropriated funds are significantly reduced or canceled. CAE shall be entitled to receive the Agreement price for completed work, and partial payment for partially completed work as of the effective date of any cancellation of appropriated funds; or

9. Limitation of Liability

NEITHER CAE NOR ANVUR SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUTDOWN OR NON-OPERATIONS OR INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. EACH PARTY’S LIABILITY FOR DAMAGES HEREBUNDER AND UNDER ANY SOW, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE CHARGES PAID BY ANVUR IN THE THEN CURRENT CALENDAR YEAR.

10. Project Management. The Project Administrator of this Agreement for ANVUR and for CAE shall be the following persons or their successors in function:

CAE

Name: Dr. Doris Zahner
Title: CAE Measurement Scientist
Phone: 212-204-8407
Address: 215 Lexington Ave.
New York, NY, USA

ANVUR

Name: Prof. Fiorella Kostoris
Title: ANVUR Board of Directors
Phone: +39 06 9772 6400/6401
Address: Piazza Kennedy, 20,
Rome, Italy

11. Miscellaneous.

a. Amendment. No modification to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

b. Assignment. This Agreement and all rights and obligations will not be assignable, in whole or in part, by either party without the prior written consent of the other party.

c. Governing Law. The agreement between CAE and ANVUR is in accordance with the laws of the State of New York. Any dispute between CAE and ANVUR arising out of or in connection with this Agreement shall be litigated exclusively by an Arbitration Board made up of one member appointed by ANVUR, one member appointed by CAE and one neutral member appointed by the International Centre for Dispute Resolution. All such proceedings will take place in the English language. Any dispute between ANVUR and Italian users arising out of or in connection with this agreement shall
be litigated by the Rome Courts. ANVUR will notify CAE immediately should Italian users commence against ANVUR any litigation that is related to this Agreement.

d. Third Party Beneficiaries. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

e. Injunctive Relief. ANVUR acknowledges it would be difficult to fully compensate CAE for damages resulting from any breach by ANVUR of Paragraphs 5 Intellectual Property and 6 Protection of Trade Secrets and Confidential Information of this Agreement. Accordingly, in the event of any actual or threatened breach of such provisions, CAE will, in addition to any other remedies it may have, be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

f. Severability. The parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provision valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

g. Entire Agreement. This Agreement inclusive of the attached Exhibits contains the entire understanding and agreement between the parties related to its subject matter. This Agreement supersedes any and all other prior agreements and understandings, whether oral or written, and may only be amended by subsequent agreements signed by both CAE and ANVUR, except to the extent otherwise stated in such previous agreement.

h. No Interpretation Against Drafter. Each party acknowledges that this Agreement is the product of negotiations and each party had the opportunity to negotiate its terms and consult with legal counsel prior to execution. In any construction of the terms of this Agreement, ambiguities shall not be construed against either party on the basis of that party being the drafter of such terms.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Copies (physical or digital) of such signed counterparts may be used in lieu of the originals for any purpose.

12. Notices. All notices given in connection with this Agreement shall be in writing and delivered by registered or certified U.S. Mail, return receipt requested, by reputable overnight courier, or by hand.

Notices shall be addressed to:

CAE:  
James Hundley, Executive Vice President  
CAE  
215 Lexington Ave.  
New York, NY 10016

ANVUR:  
Stefano Fantoni, President  
ANVUR  
Piazza Kennedy, 20,  
00187 Rome, Italy

Either party may change its notice address by providing the other party with notice of its new address. All notices shall be effective upon receipt or refusal.
AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CAE
Signed: [Signature]
Name: Roger Benjamin
Title: President, CAE

ANVUR
Signed: [Signature]
Name: Stefano Fantoni
Title: President, ANVUR
ATTACHMENT A

STATEMENT OF WORK

This Statement outlines the work to be undertaken by the Council for Aid to Education to adapt and administer the Collegiate Learning Assessment (CLA+) for use in Italy.

1. Project Objectives.
   a. CAE will adapt its CLA+ Parks Performance Task and 25 existing selected-response questions (TBD) that are appropriate for use with Italian post-secondary students, with special consideration to Italian culture, history, and context.

   b. Using ANVUR’s contractor’s (CINECA) delivery platform, ANVUR expects to administer and score the adapted CLA+ form during the summer 2013 testing window to up to 20,000 students at up to 15 institutions in Italy. CAE’s Parks Performance Task will be delivered via the Internet in a proctored environment on the CINECA platform designed for the CLA+. ANVUR will be responsible for recruiting and hiring proctors to administer the CLA+ exam at the participating institutions.

   In the event that students taking the test number more than 20,000, ANVUR shall pay CAE an additional price for each tested student equal to the average price contractually agreed for 20,000 students (i.e., €10.00 per each additional student).

   c. CAE will provide training for the Lead Scorers (see below) and technical support for the scoring of the Parks Performance Task by Italian scorers in Italy on the CINECA scoring platform. ANVUR will be responsible for recruiting and hiring scorers to score the Parks Performance Task.

   d. CAE will provide a reference guide (up to 5 pages) to introduce the Italian students to the principles and rationale of the CLA+ test by March 15, 2013. ANVUR will translate it into Italian.

2. Project Tasks. (phases begin upon CAE execution of contract, timing approximated)

   a. Test Selection and Adaptation

      - CAE will collaborate with ANVUR personnel on the nature and vision of the Parks Performance Task and 25 selected-response item modifications.

      - CAE will collaborate with ANVUR to modify Parks and the selected-response items as necessary to render them culturally appropriate.

      - CAE staff will meet with up to 6 ANVUR personnel for up to 2 (continuous) days to finalize the Parks Performance Tasks and 25 selected-response questions, via web conferencing or at CAE’s office in New York (with travel costs borne by ANVUR).

   b. Test Translation

      ANVUR, or their designated contractors, will translate the Parks Performance Task, 25 selected response questions and the CLA+ PT rubric. CAE and ANVUR agree that the Translation and Adaptation Guide is based on the following rules, which will be used also to resolve discrepancies:

      - ANVUR will independently have two translations done, and then have the two translators meet to resolve discrepancies. ANVUR will forward the final translation of the Parks Performance Task and the 25 selected response questions and scoring rubrics to CAE which may ask ANVUR for further revisions within the following week.

      - The 3-step procedure of translation and adaptation consists of:
ATTACHMENT A

A) Before translation: analysis of the source material, along the lines of current practice for the localization of major international studies (PISA, TIMMS/PIRLS, PIAAC, AHELO). These guidelines include disambiguation of source, respecting key correspondences between stimulus and questions, what can or should or should not be adapted to local context, etc. They will be organized in a Translation/Adaptation Monitoring instrument.

B) Translation by a top English-Italian professional translator, who will consult the above guidelines.

C) Extended proofreading/verification by a top survey localization specialist: through sentence by sentence comparison of target versus source, checking for optimal balance between faithfulness and fluency and compliance with the guidelines.

c. Cognitive Labs/Focus Group

- ANVUR will share the adapted and translated tasks from steps 1 and 2 above with students in up to 3 post-secondary institutions in Italy. 25-30 students will meet in small groups to provide guided feedback on the translation of the assessment materials to ANVUR staff in a focus groups session.

- 5 to 10 students will take the assessment in a cognitive workshop format. Cognitive workshops will provide insight into students' cognitive processes when engaging in CLA+ Performance Tasks. CAE will provide a Cognitive Lab Guide of up to five pages to ANVUR as a reference. During the cognitive workshop, an interviewer/researcher will work with one individual student at a time who will be asked to talk ("think") aloud as they complete the Parks Performance Task. A script will be provided to the interviewer/researcher to speak at the appropriate points during the "think-aloud" process. Each "think-aloud" should be recorded, if possible. Research shows that "think-alouds" provide insight to the cognitive processes that students engage in while solving complex problems such as a Performance Task. Results from the process enable researchers to validate the validity of the task.

- ANVUR will organize the feedback from the focus groups and cognitive workshops and provide the feedback to CAE. CAE and ANVUR will meet via teleconference to review the feedback and to determine if changes to the tasks and selected response items are necessary.

d. Test Administration

- ANVUR will select and notify up to 15 post-secondary institutions in Italy about the CLA+ assessment plans and provide them with instructions regarding approximately 20,000 students that are expected to take the test.

- ANVUR's platform contractor, CINECA, will develop a platform to accommodate and deliver the adaptation and translation changes made to the Parks Performance Task and the 25 selected-response items and facilitate the administration of the tests in Italy. CINECA will provide access to CAE to review and approve the platform prior to the administration of any testing.

- CAE will work with ANVUR and ANVUR's platform contractor to create an interface for students and scorers.

- The testing period for the focus group is March-April 2013 and the corresponding scoring is done in April 2013. Focus group testing will occur in paper and pencil format organized by ANVUR. All paper copies of the exam will be destroyed after focus group testing is complete. The testing period for the expected 20,000 students' sample is anticipated to run from May 2013-July 2013. No university should schedule testing without first consulting with ANVUR on the proposed dates.
- ANVUR will administer the CLA+ assessment for up to 20,000 students in up to 15 institutions on the CINECA platform under secure conditions using the procedures agreed by CAE and ANVUR. CAE Scoring of the adapted Piano Performance Task will follow the usual CAE/CLA+ procedures for scoring international, translated and adapted CLA+ Performance Tasks and selected-response items.

- ANVUR's platform contractor traces and stores operations made by each user in Italy and saves all the data generated during the making of the test and the score keeping. This is necessary to protect ANVUR against any legal actions brought by users in Italy.

e. Test Scoring

- ANVUR will recruit Italian scorers from which it will choose up to 2 lead scorers ("Italian Lead Scorers") and up to 15 sub-lead scorers ("Italian Sub-Lead Scorers").

- Italian scorers will receive double blind Performance Tasks tests: the latter will be sent to them in an anonymous form and the scorers will ignore whether they are scoring students of their own or of other Universities belonging to the sample. Moreover, 20% of tests will be scored by 2 sub-lead scorers so that the lead scorers will check the consistency in scoring of different scorers.

- CAE will provide the rubrics for scoring in Italy, once ANVUR has agreed upon it. The Italian Lead Scorers will prepare multiple copies of the rubrics and up to 20 anchor papers representing the 8-points scale and a value of zero for non-scoreable tests on the performance tasks scoring rubric with assistance from CAE. An example of a non-scoreable response (either off-topic or blank), is recommended for training purposes. These non-scoreable responses are assigned a “score” of zero (0) and are removed from any analysis.

- Up to two CAE staff will train up to 2 Italian Lead Scorers via web-conferencing in March-April 2013 prior to the Italian Sub-Lead Scorer training in Rome.

- Up to two CAE staff will train up to 15 Italian Sub-Lead Scorers in Rome, Italy in one 2 day workshop in June-July 2013, in a location secured and paid for by ANVUR. Costs for CAE staff in the Rome meeting will be borne by CAE.

- Following the CAE training, the Italian Lead Scorers and the Italian Sub-Lead Scorers will train a set of Italian scorers to complete the scoring of up to 20,000 performance task responses using CINECA's scoring system platform. The electronic scoring system will remain in English but the scorers will have a hardcopy of the translated rubric.

f. Return Data-Set specification.

- ANVUR will send CAE the raw data (including PT and SRQ raw scores) so CAE can perform item analyses and finalize student scale scores.

g. Results Analysis and Final Report

- CAE will complete a technical analysis to evaluate the psychometric properties of the adapted for Italy CLA+. CAE will summarize the technical results in a report of up to 20 pages for use by ANVUR.

3. CAE Staffing

Dr. Doris Zahnert will serve as the Project Director for the CLA+ Adaptation and Administration Project. Dr. Zahnert earned her PhD in Cognitive Psychology from Columbia University. She has directed numerous assessment projects, including several large international testing programs.
ATTACHMENT A

Mr. Robert (Bob) Keeley will lead the operational implementation of the CLA+ Adaptation and Administration Project. Mr. Keeley manages the assessment operations group at CAE and is well versed in the process requirements for test adaptation based on his work with the AHELO project.

Dr. Scott Elliot, an assessment consultant to CAE will assist both Dr. Zehner and Mr. Keeley. Dr. Elliot has been engaged in the development and implementation of large-scale assessment programs for K-12 and higher education for the past 35 years and is currently assisting CAE in the implementation of the CLA+ both domestically and internationally. He received his doctorate in educational policy, research, and assessment from the University of Massachusetts Amherst and is a frequent contributor to the literature in education.
ATTACHMENT B

PAYMENT SCHEDULE

ANVUR will make payment to CAE in the below amounts upon completion of each task and receipt of an invoice from CAE:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Execution</td>
<td>€130,000</td>
</tr>
<tr>
<td>2</td>
<td>Test Administration via CAE Platform</td>
<td>€39,000 (plus €10 per each student tested over 20,000)</td>
</tr>
<tr>
<td>3</td>
<td>Delivery of Final Report</td>
<td>€30,000</td>
</tr>
</tbody>
</table>