

LETTER OF AGREEMENT UTAUS-FA00001081

Dear Sally Dickson,

Further to our discussions, we are delighted to be working with the The University of Texas at Austin, on behalf of its Global Disinformation Lab, an educational institution of the State of Texas, located at 3925 West Braker Lane, Suite 3.340, Austin, TX 78759 (**you**, the **Partner**), subject to acceptance of the provisions of this letter and the attached terms.

Collaboration details:

Commencement Date: 13th June

Tasks: the Partner's tasks under the Key Deliverables and Annex 1

Term: 13th June 2022 through 28th October 2022 (unless otherwise terminated or amended in accordance with the Terms and Conditions).

Invoices: Invoices for payment instalments may be submitted to Jo Jenks, jo.jenks@disinformationindex.org

Payment: \$ 90,810, exclusive of any applicable VAT or other taxes, to be paid to the Partner in accordance with these Terms and Conditions [and in the following instalments (the **Instalments**)]:

Instalment	Date of payment OR Milestone to be met (as applicable) (the Milestones)
1. [9,081 USD / 10% of total]	delivery of all deliverables under <i>1. Media market scoping</i> in Annex 1
2. [63,567 / 70% of total]	delivery of all deliverables under 2. Cleaning training & anonymization; 3. Operations pillar training & review; 4. Content pillar training & review; and 5. Results calculation & validation in Annex 1
3. [18,162 USD / 20% of total]	delivery of all deliverables under 6. Reporting; 7. Launch; and 8. Project retrospective in Annex 1

Your Representative and contact email address: Kiril Avramov, kiril.avramov@austin.utexas.edu

With a copy to: Assistant Director, Office of Sponsored Projects

University of Texas at Austin 3925 West Braker Lane Austin, TX 78759 osp@austin.utexas.edu

512-471-6424

GDI Representative and contact email address: Talia Hagerty, talia.hagerty@disinformationindex.org

Disinformation Index, Inc. 21750 Hardy Oak Blvd, Ste 104 PMB 14273 San Antonio, TX 78258-4946 **Project:** the project outlined at Annex 1, as amended by the parties from time to time

Terms and Conditions: the terms and conditions relating to the Collaboration, as detailed in this letter and the attached terms (together, the **Terms and Conditions**).

Background to Global Disinformation Network and this Collaboration

The Global Disinformation Index (**GDI**, **us** or **we**) is a not-for-profit that operates on the three principles of neutrality, independence and transparency. GDI provides disinformation risk ratings of the world's news media domains, with a mission to catalyse industry and government to defund disinformation. GDI's vision is a world free of disinformation and its harms, which undermine the trusted information ecosystems that are the foundation of democratic processes.

GDI has developed a research methodology to assess the disinformation risk of news domains in an effort to construct a global gold standard for independent, data-driven media risk assessments. The framework is based on a set of indicators and questions that serve as flags of disinformation risk. The indicators and questions are divided into two "pillars": Content and Operations.

The purpose of a Disinformation Risk Assessment, or media market report, is to present the findings pertaining to a specific country. It is not intended to be used as a comparison of the disinformation risk between country markets, nor to endorse a comparison between individual domains. Each news domain shall be informed of their scores for each indicator as well as their overall risk rating, to allow for engagement and feedback. However, only the scores averaged over the entire media market, as represented by the sample of domains assessed in the country report will be published or disclosed to the general public or the media.

With the aim to reduce the incentive for spreading disinformation, GDI works with policymakers, news websites and the ad tech industry. The methodology has been partly based on operational standards set by journalists at the Journalism Trust Initiative, which intends to provide guidance to news domains on how to enhance their journalistic standards. Moreover, the results of the media market report can, at the discretion of GDI, be shared with any party that contributes to stemming the tide of money that incentivises and sustains disinformation.

As part of extending the risk ratings to other countries, the GDI seeks a local partner organisation or institution (such as you) to compile a media list – based on the national media market and put together with a local partner/country reviewer – and conduct research on a selection of news domains applying a set of questions and data fields to determine each of the domain's disinformation risk. The Partner will employ at least nine (9) individuals to support this project. The project will require at least eight (8) country reviewers to each assess all of the domains across the two pillars and at least one (1) cleaner to anonymise all content for media domain review. Reviewers should have conducted similar research at the country or company level. Each reviewer should have strong knowledge of accepted best-practice research techniques, including scoring methodologies. Each of the reviewers will be trained and provided with GDI guidelines to conduct the review of each domain. There are a defined set of questions and data fields that each reviewer is to answer for each domain. All research will be done remotely and based on an online review of the domains. The reviewers should be able to review domains in English and at least one other local language preselected by GDI, and respond to the research questions in English. The neutrality and integrity of the partner and its reviewers are critical.

Please sign and return a copy of this letter to indicate your acceptance of the Terms and Conditions.

Signed

Clare MELFORD, CEO
on behalf of Disinformation Index, Inc. (d/b/a Global Disinformation Index or GDI)

Signed on behalf of the University of Texas at Austin

Signature:

Name: Renee Gonzales

Position: Assistant Vice President for Research, Office of Sponsored Projects

Date:

SIGNATURE OF THIS LETTER MEANS FULL ACCEPTANCE OF THE TERMS

Article 1. Deliverables, Tasks and Milestones

- **1.1.** The Partner shall deliver the Deliverables and perform Tasks they are responsible for in accordance with this clause 1.1 and Annex 1. Key deliverables include, but are not limited to:
 - a. Compilation of media list and associated contact information for domain outreach, to the reasonable satisfaction of GDI.
 - b. Development of a keyword list which meets GDI's reasonable standards in capturing adversarial narratives in the United States of America.
 - c. Cleaning and anonymisation of all content for media domain review.
 - d. Review of at least 70 domains based on methodology and providing all relevant data entry for the operations and content reviews, including all quantitative scores and qualitative notes for each domain that has been reviewed.
 - e. A summary of the key findings and trends for the media market in English (not to exceed 30 pages).
 - f. Organisation of an event and co-production of associated collateral activities for the public launch of the study.
- **1.2.** For the avoidance of doubt, should there be any conflict between the Key Deliverables and the provisions of Annex 1, Annex 1 shall prevail.
- **1.3.** GDI shall monitor delivery of the Deliverables and Tasks and determine whether Milestones have been met in accordance with the Terms and Conditions. A detailed overview of the project and partnership expectations can be found in the GDI's Partners' Project Guide (but, for the avoidance of doubt, this is a guide only and any determination as regards Deliverables, Tasks or Milestones shall be at GDI's sole discretion).

Article 2. Input by GDI

- **2.1.** For the Term, and subject to the Terms and Conditions (and, in particular, the Partner's compliance with clause 1), GDI shall provide the GDI Services, as outlined in this clause 2.1 and Annex 1. GDI Services may include the following:
 - a. **Training** in GDI's universal methodology for assessing domains;
 - b. **Guidance** (comprehensive researchers' notebook) and research assistance;
 - c. Review and validation of the report to maintain quality and consistency standard between studies;
 - d. Access to GDI's technical platforms to assess the domains;
 - e. Guidance to map local disinformation narratives; and
 - f. **Support** organisation of an event and co-production of associated collateral activities for the public launch of the study.
- **2.2.** For the avoidance of doubt, should there be any conflict between the GDI Services outlined at 2.1 and the provisions of Annex 1, Annex 1 shall prevail.

Article 3. Prices and payment scheme

3.1. Subject to these Terms and Conditions, GDI shall make the Payment to the Partner in the Instalments, subject to satisfactory completion of the Milestones (as determined by GDI in accordance with clause 1.3), as applicable.

Article 4. Additional terms and conditions

- **4.1. Confidentiality**. No Confidential Information shall be disclosed to any third party (unless otherwise agreed in writing). "Confidential information" means any information which is disclosed in writing and marked with an appropriate confidentiality legend or, if disclosed orally or visually, is identified as confidential at the time of oral or visual disclosure and subsequently reduced to writing and labelled with an appropriate confidentiality legend within thirty (30) days of disclosure.:
- **4. 2. Intellectual property**. Any intellectual property developed solely by GDI which was developed or created prior to the Commencement Date of this Agreement shall remain the sole property of GDI. Any intellectual property

developed solely by Partner which was developed or created prior to the Commencement Date of this Agreement shall remain the sole property of Partner. The intellectual property rights (including all copyright, trade marks, trade names, patents, and all other intellectual property rights whether registered or not) in all work and findings created solely by Partner under this agreement, shall be owned by Partner. The intellectual property rights (including all copyright, trade marks, trade names, patents, and all other intellectual property rights whether registered or not) in all work and findings created solely by GDI under this agreement shall be owned by GDI. The Partner hereby assigns GDI a non-exclusive, royalty-free, non-transferable, worldwide license to use, publish and make copies of any intellectual property created by Partner under this agreement, either solely or jointly with GDI, for educational, non-commercial or research purposes. The Partner will be cited as a partner in conducting the research. If the findings and reports are published, the relevant researchers will be cited as co-authors of the report.

- **4.3. Use and re-use of data, findings, and information**. Partner shall have the right to publish the results of its research under this Agreement in academic or scientific journals, publications, conferences or communications. Partner shall also have the right to acknowledge GDI's support of the research under this Agreement in scientific or academic publications and other scientific or academic communications. Partner will furnish GDI with a copy of any proposed publication in academic or scientific journals, publications, conferences or communications at least thirty (30) days prior to submission for publication ("Review Period") so that GDI may review and provide comment on said proposed publication. Upon written notification by GDI within the Review Period, Partner agrees to delete any of GDI's proprietary or Confidential Information that appears in the publication.
 - a. **Prior information**: Information developed by GDI prior to or outside the scope of this agreement and provided to the Partner within the scope of this agreement may not be used by the Partner for other purposes without written permission from GDI.
 - b. **Public information**: Information developed under this agreement and published in the public domain by GDI may be used by the Partner for other academic, non-commercial uses.
 - c. **Private information**: Information developed under this agreement solely by GDI that has not been published in the public domain by GDI may not be used by the Partner for other uses without prior written permission from GDI.
 - d. **Wholly reserved information**: Individual risk ratings and their component scores developed by GDI for domains, publications or other news media entities under this agreement that are not already published in the public domain by GDI will remain proprietary and be kept confidential by the Partner and may not be published in any private or public form by the Partner. This does not preclude the use of aggregated data for academic and non-commercial research purposes as stipulated in 4.3.b and 4.3.e.
 - e. **Additional analysis**: Data developed under this agreement may be used by The Partner for additional academic and non-commercial research purposes (i.e., analysis) so long as its publication maintains the confidentiality required by the terms of this agreement and that a citation according to academic standards is included.
 - f. Advance notice for request for use of information: The Partner agrees to provide GDI with 30 days written advance notice when requesting the use of any intellectual property retained by GDI, whether that information is developed within or outside of the terms of this agreement. GDI retains the right to refuse permission to use or publish any information that is not otherwise made publicly available by GDI.
 - g. **Advance notice for solicitations of funding**: The Partner agrees to extend the courtesy of notifying GDI, with 30 days advance written notice, if and how the Partner intends to use information provided to the Partner by GDI or developed under this agreement for any purpose which requires the solicitation of funding on the Partner's behalf and/or makes use of financial or in-kind resources provided by a third party.
- **4.4. Conflict of interest**. The Partner represents and certifies the following:
 - a. **No current or prior conflict of interest**. The Partner has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement, including, but not limited to, involvement or affiliation with a particular political party or administration, any major tech platform, or news domains reviewed in this study.
 - b. **Notice of potential conflict**. If any such actual or potential conflict of interest arises under this Agreement, the Partner shall immediately inform GDI in writing of such conflict.
 - c. **Disclosure of conflict of interest**. The Partner shall disclose any and all conflicts of interest or perceived conflicts of interest in writing to be included in the Disinformation Risk Assessment report.
 - d. **Termination for material conflict**. If, in the reasonable judgment of GDI, such conflict poses a material conflict likely to adversely affect the performance of the Partner's obligations under this Agreement, then GDI may terminate the Agreement immediately upon written notice to the Partner; such termination of the Agreement shall be effective upon the receipt of such notice by the Partner.
- **4.5. Data protection**. Personal data provided to GDI collected and processed for administration and

communication purposes and may be shared with auditors, always under strictly controlled conditions. The Partner shall ensure that in supplying any personal data to GDI, it shall be compliant with data protection law in the country from which any such personal data is exported. GDI does not share the Partner's personal information with external organizations. The Partner has the right to ask, in writing, for a copy of all personal data held on them. A copy will be provided within 30 days of the request provided such disclosure does not contravene any applicable data privacy legislation. If the Partner does not want GDI to retain personal information or to contact them following the completion of the contract, consent may be withdrawn on reasonable notice, but GDI shall continue to retain and process such data as is necessary for compliance with its legal obligations.

- **4.6. Certification and Indemnity.** The Partner certifies that the work it delivers under this agreement, and its compliance with this agreement including the assignment under clause 4.2, shall not, to the best of its knowledge, infringe the rights of any third party; and shall be, to the best of its knowledge and ability, accurate and up to date. The Partner, to the extent authorized by the laws and Constitution of the State of Texas, fully indemnifies GDI against any losses caused to GDI by any of its negligent acts or omissions.
- **4.7. Termination**. GDI may terminate the agreement on [15] days noticeif:
 - a. The deliverables and services are not provided within the agreed timeline. In such an instance, no payment will be remitted to the Partner.
 - b. The quality of deliverables is unsatisfactory / doesn't meet GDI's reasonable standards.

Either party may terminate the agreement on [15] days notice in which case GDI shall pay one-fourth of the value of the payment for the next milestone provided that at least one-quarter of the work has been completed to a satisfactory standard, and The Partner is not in material breach of any other aspect of this agreement.

By providing the signatures below, this agreement is entered into force on [13th June 2022]:

Clare MELFORD CEO, Disinformation Index, Inc. (d/b/a GDI)

Renee Gonzales Assistant Vice President for Research, The University of Texas at Austin, on behalf of its Global Disinformation Lab

June 2022 - October 2022

What follows is a recommended project schedule, to be confirmed by GDI and the Partner. The Partner's contribution to the work is estimated to be approximately 157.5 days (1260 hours) spread across team members and over the course of the period 13th June 2022 to 28th October 2022, with the final report delivered no later than 23rd September 2022 and the launch happening no later than 14th October 2022. The information contained in the project schedule below is solely intended to outline the estimated effort required to meet each deliverable. The actual time spent by Partner's employees on specific Deliverables is not required to be tracked by Partner or provided to GDI in order to receive payment for completion of said Deliverables, per the payment schedule in this Agreement.

NOTE: The calculated duration (days) is based on the work of eight reviewers and at least one data cleaner. One day is equal to 5 hours of work. The current project plan is to finish 28th October 2022, but the agreement allows for two weeks of slippage time to allow for any unforeseen delays.

Deliverables / Services	Responsible	Commence	Complete	Duration (Days)
1. Kick-off		13 JUN	15 JUN	1.5 days
1.1. Pre-capacity survey	Partner			30 min
1.2. Kick-off meeting	GDI Partner			0.25
1.4. Country media list I	Partner			0.25
1.5. Country media list contacts	Partner			0.5
1.6. Keyword list	Partner			0.25
1.8. Site outreach	GDI			0.25
2. Cleaning training & anonymization		15 JUN	15 JUL	32.5 days
2.1. Cleaning training meeting	Partner GDI			0.25
2.2. Review first 10 cleaned articles	GDI			0.25
2.3. Clean remainder of articles	Partner			24
2.4. Provide supplementary articles for review, if needed	Partner			8
3. Operations pillar training & review		15 JUN	19 AUG	45 days
3.1. Operations pillar self-training: training video, codebook, example files, evaluate 1 domain	Partner			2
3.2. Review evaluated domain & prepare for meeting	GDI			0.25
3.3. Operations pillar training (meeting)	GDI Partner			0.25
3.4. Review domains	Partner			20
3.5. Reconciliation of operations scores	Partner			2

3.6 Enforcement training meeting	GDI Partner			0.25
3.7 Review domains	Partner			20
4. Content pillar training & review		15 JUN	02 SEP	61 days
4.1. Content pillar self-training: training video, codebook, example files, evaluate 5 articles	Partner			0.5
4.2. Review 5 evaluated articles & prepare for meeting	GDI			0.25
4.3. Content pillar training (meeting)	GDI Partner			0.25
4.4. Evaluate 10 reliability articles	Partner			0.5
4.5. Review 10 evaluated reliability articles	GDI			0.25
4.6. Review articles for actual MMR study	Partner			59
5. Results calculation & validation		05 SEP	09 SEP	1.5 days
5.1. Results calculation	GDI			0.5
5.2. Score validation meeting & prep	GDI Partner			0.5
5.3. Site outreach	GDI			0.25
6. Reporting		05 SEP	23 SEP	8 days
6.1. Partner draft report (1)	Partner			2
6.2. GDI revision (1)	GDI			0.5
6.3. Partner draft report (2)	Partner			1
6.4. GDI revision (2)	GDI			0.25
6.5. Partner draft report (3)	Partner			1
6.6. GDI revision (3) / final draft	GDI			0.5
6.7. Copy editing	GDI			1
6.8. Graphic design (1)	GDI			1
6.9. Post-design review	Partner GDI			0.5
6.10. Graphic design (2) / final publication	GDI			0.25
7. Launch		26 SEP	14 OCT	2 days
7.1. Launch (publication & event) meeting (1)	GDI Partner			0.25
7.2. Launch event concept note, press list	Partner			0.25
7.3. Press release & social media materials	GDI Partner			0.25
7.4. Launch (publication & event) meeting (2)	GDI Partner			0.25

7.5. Launch event	Partner			0.5
7.6. Post-launch comms & impact capture	Partner GDI			0.5
8. Project retrospective		26 SEP	28 OCT	0.5 day
8.1. Post-capacity survey	Partner			30 min
8.2. Project retrospective survey	Partner			30 min
8.3. Feedback meeting	Partner GDI			0.25
8.4. Close-out & final payment	GDI			1 hr

The team must be at least 9 persons large. Numbers in grey denote the fact that this role is not mutually exclusive and can be coupled with another. It is often useful to work with a slightly larger team, especially when it comes time to launch the results of the study.

Role	Number (minimum)	Description
Media list developer	1	Develop the media list and gather contact information for all sites. Individual(s) can also be reviewer(s), cleaner(s), etc.
Research supervisor	1	Manages daily research needs. Individual can but does not have to be a reviewer, cleaner, etc. Can be an admin or senior person at the organisation.
Cleaner	1	Ensure the content raw data is complete and anonymized. Individual(s) cannot also be reviewer(s).
Reviewer	8	Conduct the content and operations reviews and write the report.
Communications lead	1	Point person for organising the report launch. Individual can also be reviewer, cleaner, research supervisor, etc. or they can be the organization's communications officer.

EXPERIENCE & QUALIFICATIONS	 Required for each of the reviewers: Tertiary education (at least Master's degree-level) — or at least secondary education (Bachelor's degree) and three years research experience — on a relevant topic (political science, data science, sociology and humanities). Strong critical thinking skills and familiarity with the nuances of the local media market, especially the background to recognize "dog whistles." Demonstrated experience conducting desk research. Demonstrated experience applying codebooks and collecting structured primary data. Fluent in English and relevant study languages. Strong attention to detail and time-management skills. Comfortable using Google Suite products and internal collaboration platforms. Energy and enthusiasm. Problem solver mentality. Does not pose a conflict of interest, i.e., is not affiliated or actively involved with any of the domains reviewed in the study. Required for each of the cleaners: Secondary education (Bachelor's degree) on a relevant topic (political science, data science, sociology and humanities). Demonstrated experience conducting desk research. Demonstrated experience applying codebooks and collecting structured primary data
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LOCATION	Remote
REPORTING TO	Talia Hagerty, Research Manager and Viola Roggia, Research Associate