

Terms of Use for 2018-19 National Study of Instructional Costs and Productivity (Delaware Cost Study)

IMPORTANT -- READ CAREFULLY:

The Delaware Cost Study conducted annually by the Higher Education Consortia (HEC) at the University of Delaware is collaborative effort that provides its participants with data and analysis intended for internal institutional decision making by the Delaware Study participants and are governed by the following terms of use.

The following paragraphs contain important details governing the appropriate treatment of data utilized in the Delaware Cost Study. Please read this document carefully. These terms of use ("TOU") constitute and express the entire agreement and understanding between you and HEC with respect to your access to and use of the Delaware study results.

A) By clicking the "agree" box, you are agreeing that you have read, understood and agree to adhere to these TOU.

B) Data submitted to HEC by participants is confidential, including all institutional data, national norms, institutional ratios and peer analysis reports. Delaware study data is solely intended for internal planning and budgeting purposes to facilitate unit and institutional improvement at participating institutions. You agree to hold Delaware study data and study results in confidence, and to protect the confidential nature thereof, and shall not disclose any data contained, embodied or utilized therein to any entity beyond your institution for any purpose other than the internal planning, budgeting and/or improvement of your institution.

C) You may not distribute, publish or display the study results except as outlined below. These TOU permit the sharing of the study results to facilitate budgetary and operational decision-making with state officials or agencies or as needed in support of accreditation of the institution by recognized institutional and programmatic accreditation organizations, and the institution's academic program review. Publication of reports derived from state mandated planning or in support of accreditation activities are permitted.

D) Your right to use the study results may not be sold, assigned, leased, sublicensed, or otherwise transferred or made available for use by third parties, in whole or in part, by you without HEC's prior written consent. You shall not (a) create derivative works based on study results, (b) copy, frame, mirror or utilize any framing techniques to enclose any part or content of the study results, (c) reverse engineer or otherwise attempt to discover the data underlying the study results, (d) interfere with or disrupt the integrity or performance of the study results or third-party data contained therein, or (e) attempt to gain unauthorized access to the study results or their related systems or networks.

E) You will be issued a username and password (collectively, "login") that will allow you to access study results. You shall not share, assign or transfer your login to any other person or entity except as provided for below. You shall maintain and be responsible for the security of

your login and shall be liable for any unauthorized access or use occurring through your login. You must promptly inform HEC of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of your login of which you are aware. The username and password mechanism that will allow access to the study results will be extended to appropriate employees of the institution in addition to the final results recipient for the purpose of institutional planning and improvement. The final results recipient must provide to HEC the names and e-mail addresses of individuals the institution approves to receive the participating institution's Delaware Study data. Individuals to be issued the login information must read and accept the TOU prior to being issued a login. Logins will be renewed annually.

F) You shall not delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary, confidentiality, or copyright notice appearing on or incorporated in the study results.

G) HEC may suspend, limit and/or terminate your access to or use of the study results in the event of a breach by you or occurring under your login. HEC shall have no liability to you or any third party for any termination or suspension of your access or use in connection with the foregoing. Upon termination or expiration of these TOU for any reason, you and your institution shall immediately discontinue all use of the study results.

H) You specifically understand and agree that HEC serves as a conduit for information provided by other institutions and that HEC may rely on such information. HEC assumes no responsibility or liability for the accuracy, completeness, propriety, necessity or advisability of the information provided by participating institutions to HEC which may be provided in aggregate summary form to you.

I) These TOU supersede all previous representations, understandings or agreements between you, your institution and HEC with respect to the Delaware study and study results. These TOU may be amended by HEC at any time without prior notification. These TOU are and shall be governed by the laws of the state of Delaware or where required by the laws of the state in which the participant institution is governed, by said state. If any provision in these TOU should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these TOU if no such modification is possible, and other provisions of these TOU shall remain in full force and effect. A waiver by either party of any term or condition of these TOU or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. These TOU shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. All notices shall be in writing and may be delivered in person, by courier, or sent by confirmed receipt email or facsimile, or by 1st class, postage prepaid U.S. mail to the parties at their last known mailing addresses, which notice shall be deemed given upon receipt. There are no intended third party beneficiaries to these TOU. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in these TOU gives rise to any right or cause of action, contractual or otherwise, in or on behalf of any other institutions who have provided data to the Delaware study. The obligations set forth in this section shall survive expiration or termination of these TOU.