

Data Licensing & Membership Agreement

For institutions that become CUSC-CCREU members

Since the Canadian University Survey Consortium - Consortium canadien de recherche sur les étudiants universitaires (CUSC-CCREU) began in 1994, member institutions have been guided by an agreement that they will not publish survey results identifying any other institution or use the data in such a way that it could harm the reputation of another institution. Institutions have also safeguarded the anonymity of students who responded to the surveys. This was formalized in a Data Licensing and Membership Agreement (DL&MA) after CUSC-CCREU was incorporated in 2007 as a not-for-profit corporation under federal law.

The DL&MA describes the responsibilities that members of the Corporation have to each other. CUSC-CCREU members must complete and abide by the DL&MA (see section 2.1 of the Procedures Manual).

The DL&MA must be signed by someone who has signing authority for your institution, e.g. President, Provost, Registrar, Vice President Finance. This may require consulting your institution's legal counsel. A signed DL&MA must be sent to the CUSC-CCREU President by mail or electronically, then a CUSC-CCREU Board signature and the corporate seal will be affixed. One paper copy will be returned to you for your files.

The signed and sealed DL&MA is in effect forever. There is no need to renew it each year; see DL&MA clause 18. Survival.

A template of the DL&MA is on the following pages



Canadian University Survey Consortium
Consortium canadien de recherche sur les
étudiants universitaires

Data Licensing & Membership Agreement

This Agreement is effective as of the ____ day of _____, 20____

BETWEEN:

The Canadian University Survey Consortium -
Consortium canadien de recherche sur les étudiants universitaires
(the “Corporation”)

-and-

name of university
(the “Member”)

WHEREAS:

PREAMBLE

A. The mission of the Canadian University Survey Consortium - Consortium canadien de recherche sur les étudiants universitaires (the Corporation, or CUSC-CCREU) is to assess the Canadian university experience by surveying representative student populations enrolled in participating institutions.

The Consortium is a membership not-for-profit corporation. It supports the annual collection, management, analysis and dissemination of survey data. Results provide measures of student characteristics, activities, and perceptions of the quality of their educational experience at their universities as well as a broad base of comparative information for the benefit of participating institutions.

B. The purpose of the Consortium is to:

- Offer students an opportunity to assess their university experience.
- Provide access to a broad base of comparative and collective data on the Canadian university experience, including measures of student characteristics, experiences, participation, expectations and satisfaction.

- Manage and provide reliable, consistent data to track over time the quality of the post-secondary experience as perceived by students, in order to assess institutional strengths and educational outcomes, and to inform decisions about needed improvements.
 - Contribute to accountability reports to institutional governing bodies, governments and the public.
- C. The exchange of confidential data among member institutions requires goodwill and trust among the members. This Agreement shall be guided by the principle that members of CUSC-CCREU will act in the best interests of all members of the Corporation. The primary consideration in issues of disclosure of research results shall be the avoidance of public comparisons that could damage the reputation of a member institution;
- D. Statistical measures and analysis of survey data may be of interest to wider audiences than the members of the Corporation for policy formulation, advocacy or publication of research. Members are encouraged to make best use of the survey data, including publication of research results, observing confidentiality requirements;
- E. The Corporation and the Member wish to define their respective obligations in relation to the use of the Data that is shared between the Corporation and the Members;

NOW THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, undertakings and covenants herein contained, of the Corporation and the Member, the parties hereby agree as follows:

DEFINITIONS

1. In this Agreement, unless the context otherwise specifies or requires:
 - a) “Data” means an electronic record of the answers to the questions on the survey instrument given by each respondent at the universities which participated in the survey.
 - b) “Aggregate Data” means all of the data or data for groups of universities. Generally, aggregate data is expressed as statistics and research findings across data drawn from all universities or groups of universities.
 - c) “Member Institution” and “Member” mean a university which is a member of CUSC-CCREU.
 - d) “Publish” means dissemination of research findings beyond the senior administration of a member institution.
 - e) “Senior Administration” means the officers of a member institution with overall responsibility for academic programs and student services.

OWNERSHIP OF SURVEY DATA

2. The data collected in surveys of students attending a member institution is the property of that institution.

EXCHANGE OF SURVEY DATA AMONG MEMBERS

3. Each member will make its survey data available to the other members for the general purposes as outlined in the Preamble herein. Each member is bound by restrictions on the use and disclosure of data belonging to other members.

COMPARISONS LIMITED TO AGGREGATE DATA

4. The only interuniversity comparisons permitted for publication or circulation beyond a member’s senior administrators are those that are based on the aggregate data for all members or the aggregate data for the groups of members identified by CUSC-CCREU.
5. A member may prepare and circulate reports based on aggregated data from selected groups of member institutions for internal use only to senior administrators of its institution.

LIMITATIONS ON THE USE OF DATA

6. A member may not publish statistical measures or analysis of its own data for purposes of institutional promotion in a manner that would harm the reputation of another member institution.
7. Members may not publish statistical measures or analysis of data collected at another member institution with the name of the institution disclosed. Members may publish statistical measures and analysis of their own data.
8. A member may not publish statistical measures or analysis of data collected at another member institution that would allow an informed reader to identify the institution by reference to location, uncommon programs or other information contained in the published material.

REQUIREMENTS FOR CONFIDENTIALITY

9. A member may make available to its senior administrators statistical measures and analysis of data from another member, with the identity of the member disclosed, for the purposes outlined in the Preamble above. The member disclosing the identity of another member in these circumstances must ensure that those to whom the information is made available are aware of its confidential nature and restricted audience.
10. A member institution may be requested to disclose data or statistical measures under freedom of information legislation or other requirements for accountability. In these circumstances members may disclose their own data in order to fulfill the request. Members shall not disclose data that belongs to other member institutions unless the request explicitly demands it and legal counsel advises that the request must be fulfilled. If it must be fulfilled the member institution shall notify immediately the other member institution(s). If it does not have to be fulfilled the requester should be referred to the other member institution(s) which should be notified immediately.

EXCLUSIVE USE OF INSTRUMENTS AND METHODOLOGY

11. The survey instruments and methodology are for the exclusive use of the members and are not to be shared with organizations outside the Corporation.

INDEMNITY

12. The Member indemnifies and holds the Corporation, its directors, officers, employees or agents harmless in respect of any claim which may be brought against the Corporation, or which may be suffered or incurred directly or indirectly as a result of a breach of the Member's obligations under this Agreement or as a result of the negligent or willful act of the Member, its directors, officers, employees or agents.

SEVERABILITY

13. Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

INSTITUTIONAL CONTACT AND NOTICE

14. Each member shall designate a primary institutional contact person who will be the point of contact for coordination of CUSC-CCREU surveys at the institution and the person to whom the survey data files and reports are delivered. The contact person will have responsibility for safeguarding the data within the member institution and ensuring it is not accessed or distributed inappropriately. It is incumbent upon the contact person to provide for a legacy within the institution and CUSC-CCREU such that there is a continued adherence to this membership agreement.

15. Any notice, request, payment or other communication required or permitted to be given by either party shall be in writing and shall be given, made or communicated by personally delivering the same by e mail, or by certified or registered mail addressed as follows:

To the Member:	<u>Department</u>	<u>Primary Contact Person</u>
	<u>Institution</u>	<u>Position</u>
	<u>Address</u>	<u>Phone</u>
	<u>City, province, postal code</u>	<u>Email</u>
To the Corporation:	Office of Institutional Research & Planning Carleton University 504 Tory Building, 1125 Colonel By Drive, Ottawa, ON, Canada K1S 5B6	Tyler Hall President, CUSC-CCREU Phone: 520-2600 ext.2206 Email: tyler.hall@carleton.ca

or to such other address, individual or phone number or email address as may be designated by notice given by either party to the other party.

TERM

16. The term of this Agreement shall be for one year, with automatic renewal each year, provided the member continues to be a member of the Corporation.

NONASSIGNMENT

17. The Member shall not, without obtaining the prior written consent of the Corporation, assign or transfer this Agreement or any interest herein.

SURVIVAL

18. In the event that an institution ceases to be a member of CUSC-CCREU and continues to hold data from surveys, the institution is bound by the following sections of this Agreement which shall survive beyond the termination of this Agreement including but not limited to Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

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

Signed for: Member Institution

Name	_____	Witness	_____
			name
Signature	_____	Witness	_____
			signature
Position	_____		
Institution	_____		
Address	_____		
Phone:	_____		
Email:	_____		

**Signed for: Canadian University Survey Consortium -
Consortium canadien de recherche sur les étudiants universitaires (CUSC-CCREU)**

Name	_____	Witness	_____
			name
Signature	_____	Witness	_____
			signature
Position	_____		
Institution	_____		
Address	_____		
Phone:	_____		
Email:	_____		