

EDUCAUSE Analytics Services License Agreement and Acceptable Use Policy

This License Agreement and Acceptable Use Policy ("Agreement") sets forth the principles and terms that govern the use of data contained in EDUCAUSE Analytics Services, including, but not limited to the following services:

- Core Data Service
- Core Data Service Reporting
- EDUCAUSE Benchmarking Services
- Research data generated by the EDUCAUSE Center for Analysis and Research ("ECAR") or other areas

Users who access any EDUCAUSE Analytics Services are deemed to have agreed with the terms and conditions of this Agreement.

Definitions

The following definitions are used in this Agreement:

- **Core Data Service (CDS):** The EDUCAUSE Core Data Service (CDS) is a repository of data about institutions and their information technology environments and practices; it consists of a set of annual surveys by which institutions—both campuses and multi-campus systems—can update their data and an interactive system by which participating institutions can retrieve data about other institutions of interest.
- **Core Data Service Reporting (CDSR):** The EDUCAUSE Core Data Reporting (CDSR) tool is a self-service web-based tool that enables institutions to create custom peer groups of other institutions, interact with CDS data in dashboards and graphs, and review metrics on IT staffing, funding, and services.
- **EDUCAUSE Analytics Services:** EDUCAUSE Analytics Services consist of any EDUCAUSE service, tool or research that uses institutional data and provides identified, de-identified, and/or aggregate data back to institutional members. EDUCAUSE Analytics Services include, but are not limited to, the Core Data Service and Core Data Service Reporting; the EDUCAUSE Benchmarking Service; data collected via the EDUCAUSE Center for Analysis and Research; and any custom analytics research provided as part of a consulting contract.
- **EDUCAUSE Analytics Services Data:** EDUCAUSE Analytics Services Data means the Institutional and the EDUCAUSE Derivative Works.
- **EDUCAUSE Benchmarking Service (EBS):** The EDUCAUSE Benchmarking Service (EBS) enables Core Data Service contributors to configure and generate automated reports with benchmarking data and recommendations for a variety of IT domains.
- **EDUCAUSE Center for Analysis and Research (ECAR):** The EDUCAUSE Center for Analysis and Research (ECAR) promotes informed decision-making and a culture of evidence in higher education IT through a program of quantitative research publications and

collaborative working group reports. ECAR identifies issues of pressing concern to CIOs and other higher education executives, and addresses them through diverse research activities including in-depth analyses, shorter reports, and case studies. In some cases, ECAR research comprised of identified, de-identified, and/or aggregated institutional data, such the EDUCAUSE Technology Research in the Academic Community (ETRAC) research series, is provided directly to participating institutions and may be available via web-based reporting tools in the future.

- **EDUCAUSE Derivative Works:** EDUCAUSE Derivative Works are works created by EDUCAUSE and/or its relevant service providers derived from Institutional Data.
- **Institution:** An institution is any higher education institution eligible to participate in any EDUCAUSE Analytics Service, as well as any institutional staff member or designated third party acting on the institution's behalf.
- **Institutional Data:** Institutional Data is data contributed to any of the EDUCAUSE Analytics Services by an Institution for any purpose whatsoever.

License to EDUCAUSE

Each Institution who contributes Institutional Data to any of the EDUCAUSE Analytics Services hereby grants to EDUCAUSE a perpetual, unlimited, sublicensable right to EDUCAUSE. EDUCAUSE may create derivative works based upon such Institutional Data and license and otherwise exploit such derivative works to third parties for a fee. EDUCAUSE acknowledges that the Institutional Data is the property of the Institution that provided such Institutional Data, and that all right, title, and interest in and to such Institutional Data, including associated intellectual property rights, are and shall remain with the relevant Institution.

Rights and Responsibilities of EDUCAUSE in Connection with Institutional Data

In addition to the restriction set forth above, the following policies govern the access and use of Institutional Data by EDUCAUSE staff members and relevant service providers:

- EDUCAUSE, its staff, and relevant service providers will access Institutional Data using individually unique credentials that they must not share.
- EDUCAUSE, its staff, and relevant service providers will limit disclosure and use of Institutional Data obtained from EDUCAUSE Analytics Services to EDUCAUSE staff and consultants with formal responsibilities related to the use of such Institutional Data. This limitation applies to both institutionally identifiable and aggregated data. This limitation does not apply to any derivative work that EDUCAUSE may create from the Institutional Data, any of which can be licensed or sub-licensed to third parties.
- EDUCAUSE, its staff, and relevant service providers will store Institutional Data and provide access to it, as appropriate, in a secure manner.
- Should EDUCAUSE staff find that the best interests of the EDUCAUSE membership would be appropriately served by using institutionally-identifiable survey data obtained from

EDUCAUSE Analytics Services in professional publications, public documents, or public presentations, that staff member will request permission from the president of EDUCAUSE, as well as the relevant institution(s), prior to doing so and abide by any terms specified for such use.

- EDUCAUSE reserves the right to use aggregated survey data obtained from EDUCAUSE Analytics Services in professional publications, public documents, public presentations, or other forms or forums that serve its members' needs and interests, so long as that data has been sufficiently aggregated to prevent re-identification of participating institutions.
- EDUCAUSE also reserves the right to establish other data services, both stand-alone and collaborative, involving Institutional Data when such services would best advance the overall interests of the EDUCAUSE community. Such services are subject to the approval of the EDUCAUSE president and will be pursued with the utmost sensitivity to the security and confidentiality principles inherent in this policy.
- Except as otherwise provided in EDUCAUSE Analytics Services where individually identifiable Institutional Data is specifically offered to members of the EDUCAUSE community as part of the underlying service, EDUCAUSE and its service providers release institutionally identifiable information to third parties only in conjunction with valid subpoenas or other valid, legal requests and in compliance with other applicable laws. EDUCAUSE will not provide any institutionally identifiable information other than that information which is publicly available without a legal obligation to do so. See the EDUCAUSE privacy policy at: <http://www.EDUCAUSE.edu/privacy-policy>

Sub-License to Institutions

EDUCAUSE hereby grants to each Institution accessing the EDUCAUSE Analytics Services a limited, revocable, nonsublicensable right to view and use the EDUCAUSE Analytics Services Data. Institutions acknowledge that the EDUCAUSE Derivative Works are the property of EDUCAUSE, and all right, title, and interest in and to such derivative works, including associated intellectual property rights, are and shall remain with EDUCAUSE. EDUCAUSE may immediately terminate this license upon notice to an Institution, without judicial notice or resolution, in its sole discretion.

Rights and Responsibilities of Institutions

In addition to the restriction set forth above, the following policies govern the access and use of Institutional Data and any related derivative work created by EDUCAUSE by an Institution:

- Institutions acknowledge that some EDUCAUSE Analytics Services allow access to the individually identifiable information of other institutions and that accessing and viewing such data is part of a trust relationship created between EDUCAUSE and institutions participating in EDUCAUSE Analytics Services.
- Institutions will grant access to EDUCAUSE Analytics Services Data only to institutional staff members with formal responsibilities related to the use of such data (e.g., executive,

pertinent business area and academic leadership, IT oversight committees, and senior staff of cognizant IT organizations). This limitation applies to both institutionally identifiable and aggregate data.

- Institutions and those staff members acting on the institution's behalf will access to EDUCAUSE Analytics Services Data using individually unique credentials that they must not share.
- Institutions may browse and search EDUCAUSE Analytics Services Data and may make a digital copy of limited extracts from EDUCAUSE Analytics Services Data for institutional purposes only.
- Institutions will store EDUCAUSE Analytics Services Data and provide access to such stored data, as appropriate, in a manner at least as secure as the institution protects its own institutionally identifiable data.
- Institutions may not engage in bulk reproduction, sell, or otherwise redistribute EDUCAUSE Analytics Services Data.
- Institutions may not use EDUCAUSE Analytics Services Data for commercial research or other commercial purpose, without prior written approval from EDUCAUSE.
- Institutions may not use any EDUCAUSE Analytics Services Data in conjunction with any relationship in which EDUCAUSE Analytics Services data are delivered to a third party organization, including but not limited to designated contractors, without prior written approval from EDUCAUSE and appropriate acknowledgment.
- Institutions will not share or make public (including publication in professional resources, presentations, or public documents) any EDUCAUSE Analytics Services Data about another Institution, in identified or unidentified form, without prior written approval from EDUCAUSE and appropriate acknowledgment.
- Institutions may use aggregated survey data obtained from EDUCAUSE Analytics Services in professional publications, public documents, and public presentations so long as that data has been sufficiently aggregated to prevent re-identification of participating institutions and appropriate acknowledgment of EDUCAUSE Analytics Services is included.
- Peer review and reaccreditation exception. Institutions are permitted to provide EDUCAUSE Analytics Services Data to reviewers not affiliated with the underlying Institution, so long as (1) a copy of this Agreement accompanies the data provision, (2) this Agreement is understood to govern the use made of such data, and (3) appropriate acknowledgment is given to EDUCAUSE, for the purposes of reaccreditation, peer review, or similar studies being conducted on behalf of the underlying institution.

Violations

Violations of this Agreement could lead to loss of an institution's right to participate in, access, and use EDUCAUSE Analytics Services data.