

# **Terms of Use for 2020 - 2021 National Study of Instructional Costs & 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 ("TOU").

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 signing below, or clicking the "agree" box if viewing this online, 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

