

# **Terms of Use for the 2021 Cycle of The National Study of Instructional Costs & Productivity (The Cost Study at the University of Delaware)**

## **IMPORTANT -- READ CAREFULLY:**

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

The following paragraphs contain important details governing the appropriate treatment of data utilized in The Cost Study. Please read this document carefully. These TOU constitute and express the entire agreement and understanding between you and HEC with respect to your access to and use of The Cost 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. The Cost Study data is solely intended for internal planning and budgeting purposes to facilitate unit and institutional improvement at participating institutions. You agree to hold The Cost 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. These TOU also permit the sharing of institutional and comparative data with consulting parties that are acting as agents of the signing institution. Such parties are similarly beholden to the agreements set forth in the TOU.
- 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 an Institution Administrator username and password (collectively, "login credentials") that will allow you to submit data and access study results. You shall not share, assign or transfer your login credentials to any other person or entity except as provided for below. Institution Administrator login credentials may be shared with additional appropriate employees of the institution for the purpose of submitting data and accessing study results. Individuals using the Institution Administrator login credentials must read and accept the TOU prior to having the credentials shared with them. You shall maintain and be responsible for the security of your login credentials 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.

