

October 8, 2008

Dear CUSC/CCREU Member:

In 1994 nine universities formed the Canadian Undergraduate Survey Consortium to survey students about their university experience. The consortium has grown to include more than 30 universities in recent years. Since the consortium began universities have been guided by an agreement that they will not publish survey data identifying any other university or use the data in such a way that it could harm the reputation of another university. Universities have also safeguarded the anonymity of students who responded to the surveys. No university has ever contravened these requirements for confidentiality.

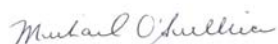
A few years ago the impending retirements of the individuals who were instrumental in founding the consortium led to consideration of its future direction. After reviewing the alternatives the members chose to incorporate as a non-profit organization under federal law with a change of name to the Canadian University Survey Consortium / Consortium canadien de recherche sur les étudiants universitaires (CUSC/CCREU). The articles of incorporation were issued on June 20, 2007 and a Board of Directors has been appointed.

Although the consortium has maintained the confidentiality of survey data the board recognizes that legislation with respect to protection of privacy and freedom of information is substantially different now than it was in 1994. The board retained a lawyer and, in consultation with the consortium's members, drafted a Data Licensing and Membership Agreement to outline the responsibilities members have to each other. That agreement is enclosed for your university's signature (this may require consulting your institution's legal counsel office). When the Corporation receives 2 signed copies it will execute both copies, return one to your university and keep one on file.

If there are any questions concerning the agreement or the procedures outlined above please contact any member of the board: Dan Pletzer at (705) 474 - 3450 (danp@nipissingu.ca); Dr. Lynn Smith at (204) 474-7423 (lynn_smith@umanitoba.ca); Michael O'Sullivan at (902) 494-6776 (Michael.OSullivan@Dal.CA); Ken Kush at 858-967-4940 (kkush@horizonprep.org).

On behalf of The Canadian University Survey Consortium/Consortium canadien de recherche sur les étudiants universitaires we look forward to your participation in the 2009 Survey of Graduating Students.

Sincerely,



CUSC Board Member

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-

(the “Member”)

WHEREAS:

- A. The Canadian University Survey Consortium / Consortium canadien de recherche sur les étudiants universitaires (CUSC/CCREU) coordinates surveys of students in member institutions, facilitates the exchange of the survey data among member institutions, and promotes awareness of the value of the surveys among university administrators and policy makers in the postsecondary educational system;
- B. The survey data and analysis have five broad purposes for the members:
 - 1) to better understand and track student experience and satisfaction with many aspects of the institutions they attend;
 - 2) to improve student educational outcomes;
 - 3) to improve the services available to students;
 - 4) to benchmark for purposes of internal management and decision making, and
 - 5) to contribute to accountability reports to the governing bodies of member institutions, 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 administration 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 & 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, fax or by certified or registered mail addressed as follows:

To the Corporation: Room 519 University Centre Phone: (204) 474-7423
University of Manitoba Fax: (204) 474-7567
Winnipeg, Manitoba R3T 2N2 lynn_smith@umanitoba.ca
Attention: Dr. Lynn Smith

To the Member:

_____	_____
Institution	Primary Contact Person
_____	_____
Address	Phone
_____	_____
City, Province	Fax
_____	_____
Postal Code	Email

or to such other address, individual or fax number 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 Canadian University Survey Consortium / Consortium canadien de recherche sur les étudiants universitaires

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.

**The Canadian University Survey Consortium/
Consortium canadien de recherche sur les étudiants universitaires**

Witness

Per: _____

MEMBER INSTITUTION

Witness

Per: _____