NEASC SURVEY TERMS OF USE

You have been asked to access the NEASC Survey (this “Survey”) in connection with the accreditation process for the educational institution for which you are affiliated as a teacher, student, parent or administrator (your “School”). Individuals who access the survey to complete the Survey (the “Survey Respondents”) and school representatives who receive links to the Survey from NEASC as part of the accreditation self-study process for distribution to Survey Respondents (the “Authorized School Representative(s)”) are covered by these Terms of Use.

PLEASE READ THESE NEASC SURVEY TERMS OF USE (THE “TERMS”) CAREFULLY BEFORE ACCESSING OR PARTICIPATING IN THE SURVEY AS IT IMPOSES LEGAL OBLIGATIONS ON SCHOOL AND ON NEASC. BY PARTICIPATING IN THE SURVEY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OR PARTICIPATE IN THE SURVEY.

1. Acceptance; Authority to Contract. NEASC has created an online survey (the “Survey”) for use in connection with conducting accreditation services for education institutions. These Terms govern School’s participation in the Survey and the NEASC Services (defined below), and also governs Survey Respondents submission of information about the School in response to the Survey (a “Response”). If an Authorized School Representative is entering into this agreement on behalf of School, he/she personally represents and warrants that (i) he/she has full legal authority to bind School to this Agreement; (ii) he/she has read and understands this Agreement; and (iii) he/she agrees, on behalf of School, to this Agreement. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND SCHOOL, YOU MUST NOT PARTICIPATE IN THE NEASC SERVICES.

2. “Survey Respondent” means an individual identified by the School who is a student, parent, teacher or administrator at the School.

3. Our Services: Overview. The Survey is designed to gather from Survey Respondents a range of information and opinion regarding the School.

3.1 Report. NEASC will (i) provide to the School a set of standardized reports based on the information submitted by Survey Respondents.

3.2 De-Identified Database; Analytics. Additionally, NEASC will tabulate the data gathered in the Survey to create and maintain a database of Survey results. From this data, NEASC will be able to measure the improvements in school programming and operation for purposes of improving NEASC’s services and furthering accreditation work (the “NEASC Analytics”). Individual school data will be kept confidential and any published data will be de-identified such that School will not be identifiable from the published information. The Survey, Assessment, NEASC Analytics and related services are collectively referred to in these Terms as the “Services” or the “NEASC Services.”

4. License Grant & Restrictions.

4.1 NEASC's Grant of Rights to School. Subject to the terms and conditions of this Agreement, NEASC hereby grants to School, under NEASC’s intellectual property rights, a limited non-exclusive, non-transferable, worldwide right (i) to access, copy and otherwise use the Survey for the purpose of submitting the Survey to Survey Respondents and collecting a Response, and (ii) to use, copy and distribute the Report(s) and any other written materials NEASC provides to School in connection with the Survey for its internal business purposes, including distribution of the Report to School stakeholders.
4.2 Survey Respondent’s Grant of Rights to NEASC. By submitting a Response and otherwise participating in the Services, Survey Respondent grants to NEASC a royalty-free, non-exclusive, worldwide license, to use, copy, reformat, index, aggregate, modify, display, and distribute Survey Respondent’s Response in de-identified form for purposes of providing the NEASC Services, including but not limited to creating Report(s) for School and creating the NEASC Analytics and associated database. No compensation will be paid with respect to our use of Survey Respondent’s Response under this grant.

4.3 NEASC Ownership; Reservation of Rights. The content of the Survey, the Report(s), the NEASC Analytics and all content available on or through the NEASC Survey website (the “Website”), including all information, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property found on the Website, or embodied in the NEASC Services, is the proprietary property of NEASC and its licensors (“NEASC Content”). The NEASC Content is protected by U.S. and international copyright and other intellectual property laws, and NEASC retains all rights with respect to the NEASC Content, the Website, and the NEASC Services, except those expressly granted to School in this Agreement.

4.4 Restrictions. School shall not duplicate, publish, display, distribute, modify, or create derivative works from the NEASC Content, unless specifically authorized in writing by NEASC. School shall not use the Survey or Website in a manner that could disable, overburden or impair the Survey or Website, or interfere with any other party's use of the Survey or Website. School shall not seek to obtain access to any NEASC materials or information through "hacking," "data harvesting" or through other means NEASC has not intentionally made available to School through the NEASC Services.

5. Confidentiality

5.1 “Confidential Information” means information disclosed by one party to the other party under these Terms that is marked as confidential or would normally be considered confidential under the circumstances. Survey Respondent’s Survey Response and NEASC’s Report(s) are Confidential Information.

5.2 Each party will: (a) protect the other party's Confidential Information to which it has been granted access with the same standard of care it uses to protect its own Confidential Information and in no event less than reasonable care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential in a manner compliant with this section. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this section.

5.3 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

5.4 Required Disclosure. Each party may disclose the other party's Confidential Information when it is required to be disclosed by law, provided that the disclosing party is promptly notified by the recipient in order to provide the disclosing party an opportunity to seek a protective order or other relief.

6. Representations and Warranties

6.1 By submitting a Response to the Survey, Survey Respondent represents and warrants that it holds necessary rights and permissions to provide the information contained in its Response to NEASC for the uses specified in this Agreement.
6.2 School acknowledges and agrees that NEASC is making no representations or warranties, express or implied, as to the effectiveness, accuracy or completeness of the NEASC Survey, and that NEASC will have no liability with respect to any use or reliance upon any of the recommendations or other materials provided in connection with the NEASC Services, including the Report(s).

7. **Warranty Disclaimer.** NEASC does not promise that access to the Survey or the Website will be error-free or uninterrupted, or that the NEASC Services will provide specific results from School’s use of any content or information received from NEASC. The NEASC Services and NEASC Content are delivered on an “AS IS” and “AS AVAILABLE” basis. NEASC does not warrant or represent that (i) materials School downloads from the NEASC website will be free of viruses or other harmful features, (ii) the Services or any information or other materials purchased or obtained by School through the Services will meet School’s requirements or expectations.

NEASC DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE IN THE SURVEY, THE ASSESSMENT, ON THE NEASC WEBSITE OR THROUGH THE NEASC SERVICES; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION ON THE NEASC WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. SURVEY RESPONDENT EXPRESSLY AGREES THAT USE OF THE NEASC WEBSITE AND PARTICIPATION IN NEASC SERVICES IS AT SCHOOL’S SOLE RISK.

8. **Limitation of Liability.** IN NO EVENT SHALL NEASC AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES EXCEPT DIRECT DAMAGES, OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY RELATED TO THE NEASC SERVICES, EVEN IF NEASC OR IT’ S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

School agrees that injunctive relief shall provide it with a good and sufficient remedy for any complaints against NEASC arising out of its Services, and agree that School will not subsequently claim that such remedy or the remedy and damages limitations provisions of this Agreement have “failed of their essential purpose.” Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to School.

9. **Assignment.** These Terms shall not be assignable by School, either in whole or in part. NEASC reserves the right to assign its rights and obligations under these Terms.

10. **General.** These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the Commonwealth of Massachusetts, in the judicial district where NEASC resides. The parties further agree that any cause of action arising under these Terms shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. NEASC’s failure to act with respect to a breach by School or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein set forth the entire understanding and agreement between NEASC and School with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.
11. **Relationship to Other Contracts.** These Terms must be read in conjunction with other agreements into which School may enter concerning our Services. To the extent these Terms conflict with the terms and conditions of any specific agreement School enters with us, the terms and conditions of such specific agreement will control. To the extent these Terms conflict with NEASC’s Website Terms of Use, these Terms shall control.

12. **Contact Us**

If there any questions about this Agreement, or School’s dealings with NEASC, please contact us at:

Emorse[at]neasc.org

**Last revision: 8/25/2017**