

[Date]

[Institution]

[Address]

Thank you for expressing interest in [Institution] (the “Institution”) utilizing the Wellbeing Improvement Survey for Higher Education Settings (“WISHES”) and agreeing to contribute to the Measuring What Matters in Higher Education Database (the “Database”).

The Action Network for Equitable Wellbeing (“ANEW”) -- a network of diverse people and organizations, under the auspices of New York University, that works together to accelerate transformational change in higher education settings so that all college students have the opportunity to thrive and flourish -- is pleased to grant permission to use WISHES for the purposes set forth below, subject to the terms set forth in this letter of agreement:

Wellbeing Improvement Survey for Higher Education Settings (WISHES)

1. ANEW hereby provides a right and license for Institution (through the Primary Liaison designated below) to access WISHES for the sole purpose of working on projects (each, a “Project”) within the Institution to:
 - a. motivate leaders, faculty, administrators, and students to work collaboratively to improve campus systems
 - b. understand the associations between key student experiences and the impact these have on wellbeing
 - c. build an understanding of the root causes of suboptimal wellbeing outcomes among students
 - d. shorten cycles of learning to accelerate improvement (i.e. learn as quickly as possible that a change you tried didn’t work as expected)
 - e. understand and address the variation in student wellbeing throughout the year
 - f. respond in (close to) real time to emergent conditions that impact students’ wellbeing and
 - g. assess trends over time.

The terms of this Agreement shall apply to all Project(s) for the Institution during the term of the Agreement. Institution may make WISHES available to any team members immediate to a Project(s) at the Institution to the extent necessary to carry out a Project, provided the Primary Liaison (designated in this Agreement) has informed them of the restrictions set forth in this agreement and will be responsible for their compliance.

2. The following individual shall be designated as the Primary Liaison for the Institution. The Primary Liaison shall be the contact for notices under this Agreement. Access to WISHES for a Project member shall be determined solely by the Primary Liaison. The Primary Liaison shall be responsible for the Institution's compliance with the terms of this Agreement by all team members and for all Projects. Unless the Primary Liaison has approved of access and complied with ANEW's procedures for access, ANEW shall have no responsibility for distribution of WISHES to Project members.

Primary Liaison

Name:

Title:

Department:

Institution:

Address:

Email:

Phone Number:

3. Institution may use WISHES in written form, by telephone, or in secure electronic format whereby the instrument is protected from unauthorized use or distribution using generally accepted industry standards for electronic security.
4. Institution agrees not to use WISHES for any purpose other than as set forth in Section 1 above, including for any commercial and/or revenue-generating purpose or other work or research performed for a third party. Institution agrees not to provide WISHES or make it available to any third party without the prior written permission of ANEW.
5. Institution will otherwise use appropriate safeguards to protect WISHES from unauthorized use or distribution, and will, upon completion of all Projects or the earlier termination of this Agreement, delete all copies of WISHES not incorporated into a Project. Institution will promptly report to ANEW any unauthorized use or disclosure of WISHES of which Institution becomes aware and cooperate with ANEW in responding to such incident.
6. Institution shall be responsible for ensuring that WISHES is administered in accordance with all applicable legal and ethical requirements. ANEW shall have no responsibility for any claims or damages arising out of Institution administration of the survey.
7. Institution may not use or distribute WISHES in any form where it is accessible to the public.
8. In any publication or report resulting from use of WISHES, Institution agrees to acknowledge WISHES and ANEW in such publication or report, and Institution agrees not to publish or reproduce WISHES in whole or in part without first obtaining the written permission of ANEW. Institution may use the findings derived from data collected at their Institution using WISHES, provided such data may not be reported or reproduced in a manner that would allow any portion of WISHES to be reverse-engineered or recreated.

9. Institution agrees to notify ANEW annually, no later than the anniversary date of the execution of this agreement, whether the Institution intends to use WISHES during the upcoming twelve month period.

Measuring What Matters in Higher Education Database

10. The Database is a central repository of data submitted by institutions of higher education participating in the Database (“IHEs”) on higher education wellbeing conditions and college student wellbeing outcomes as measured by WISHES and a select set of additional types of data.
11. The Database is populated with WISHES data through the participation of IHEs that have voluntarily administered WISHES and/or collected other performance data. Because participating IHEs voluntarily administer WISHES, the Database does not constitute a nationally representative sample.
12. As a condition of receiving access to WISHES, Institution is expected to provide WISHES data (the “Data”) for all Projects to the Database. The Data will be used by ANEW for analysis, reports, and benchmarking. Institution submission of Data shall include:
 - a. A copy of the final WISHES instrument(s) administered, including copies of paper and/or web-based versions as applicable, for each surveyed population for which data will be submitted to the Database showing all survey instructions and items administered. If more than one version of the survey was administered, a copy of each survey instrument administered must be provided with the corresponding results for each version of the survey instrument for which data is submitted;
 - b. Respondent-level WISHES data that are de-identified to prevent identification of any individual in the database. Institution shall submit Institution’s final, de-identified respondent-level WISHES data; and
 - c. WISHES administration characteristics data (e.g., mode of survey administration, dates of administration, sample size, response rate, copy of invitation etc.).
13. Institution agrees not to provide ANEW with any personally identifiable data and will ensure that all Data is appropriately de-identified in compliance with all applicable laws and regulations.
14. ANEW agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent the unauthorized use of it or access to it including limiting access to the Data and providing appropriate staff training. Only individuals authorized by ANEW Leadership will have access to the identifiable source Data provided by Institution.
15. The Data will be aggregated along with the data submitted by other IHEs. ANEW will use the Database to develop analyses, reports, and benchmarking (the “Results”) which will include aggregated statistics on WISHES composite scores and items that include all IHEs and present statistics by various IHE characteristics. The Results may include anonymous institution level data but will not publicly identify individual IHEs by name and will not be reported in a manner that permits identification of IHEs. Institution may only use the Results for internal quality improvement purposes and may not use the Results for any other purposes without written

permission of ANEW. Institution agrees not to make the Results public or make them available to any third party without our prior written permission, and Institution will not use the Results to attempt to re-identify individuals or IHEs. Institution will use appropriate safeguards to protect the Results from unauthorized use or distribution.

16. The Results will be made available to IHEs at no charge for Institutions that have submitted Data during the term of this Agreement..
17. Researcher Access to IHE's Data. ANEW may grant researchers access to IHEs' de-identified respondent-level and institution-level data according to the following provisions:
 - a. Individuals requesting de-identified WISHES data ("Data Requesters") must submit a Research Abstract Form detailing the research purpose, hypotheses and methodology for analyzing the data. ANEW will review all Research Abstract Forms and approve or deny the requests. Data Requesters must also sign a Data Release Agreement in which they agree they: 1) will not use, and will prohibit others from using or disclosing, the data except for the purposes specified in their Research Abstract Form; 2) will ensure that the data is kept in a secured environment and that only authorized users will have access to it; and 3) will limit the use of the data to the individuals who require access in order to perform activities for the purposes specified in the Research Abstract Form. ANEW will not provide access to data files that permit re-identification of individual IHEs without the express written authorization of such IHE.

General

18. ANEW shall have the right to terminate this agreement and restrict Institution access to WISHES, the Results, and/or the Database in its discretion.
19. WISHES, THE RESULTS, AND THE DATABASE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY EXPRESS OR IMPLIED. NYU MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. In no event will NYU be liable for any claims, damages, losses, or liabilities, of whatsoever kind or nature, which may arise out of or in connection with Institution use of WISHES or the Results.
20. Institution agrees to use WISHES and Results in compliance with all applicable laws, rules and regulations.
21. Institutions may continue to use any WISHES data collected prior to termination. For such data, each party's obligations under Sections 4, 5, 7, 8, 14, 15, and 17 shall survive expiration or earlier termination of this Agreement.

22. The parties are independent contractors, and neither party nor its employees will be deemed to be the employee, agent, or representative of the other. Nothing contained in this Agreement will create any agency relationship between the parties.

23. This Agreement will be governed by and construed in accordance with the appropriate law.

24. This Agreement will be binding on the parties and their respective successors and permitted assigns. No party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement is not for the benefit of any third party. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered will together constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties regarding its subject matter, and it supersedes all prior and collateral negotiations, agreements, and understandings between the parties, whether written or oral, regarding the subject matter. Neither this Agreement nor any provision of this Agreement may be modified or waived except by a written instrument signed by all parties.

You have read this Agreement and understand that you are signing on behalf of the Institution for any Projects conducted hereunder.

If you agree to the terms of this agreement, please email a signed copy to WISHES@nyu.edu. Upon receipt of the signed agreement, we will email a copy of the instrument.

For questions regarding use of the WISHES please contact Allison Smith at WISHES@nyu.edu. We wish you well in pursuing your goals.

Sincerely yours,

Allison Smith

Agreed to by:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:

Name: Allison Smith

Title: Director, Health Strategy & Outcomes

Date: