

NACAS Auxiliary Performance & Experience (APEX) - Benchmarked Assessment (“APEX Survey”) Pilot Program

1. Terms & Conditions of Participation:
 - a. The NACAS Participation Agreement ("Agreement") is entered into between the National Association of College Auxiliary Services and project research partners ("NACAS") and "Participating Institution".
 - b. The APEX Survey is designed to assess usage, attitudes and perceptions of various auxiliary service units with students. The results of the APEX Survey will help Participating Institution identify service areas of excellence as well as for quality improvement, prioritization, resources, etc.
 - c. Participating Institution will provide NACAS with student contact information, and NACAS will contact individual students enrolled at Participating Institution to seek their voluntary participation in the APEX Survey. NACAS will provide Participating Institution with a suite of reports and a data file.
2. NACAS Procedures and Safeguards.
 - a. NACAS may use aggregated survey data for syndicated reporting purposes or other industry insight initiatives. NACAS may also make anonymous data available to institutions.
 - b. NACAS uses public key encryption with an SSL connection to support the secure transmission of data across the Internet. Access by NACAS staff or project partners to servers storing institutional data is controlled by user IDs and passwords.
 - c. Institutionally identifiable NACAS results shall not be made public by NACAS except by mutual agreement between NACAS and Participating Institution, or in accordance with any applicable law.
 - d. Survey administration protocols will comply with applicable research ethics standards: Institutional Review Board (IRB) requirements for U.S. institutions and Tri-Council Policy Statement (TCPS 2) for Canadian institutions.
3. Participating Institution Procedures and Requirements.
 - a. Participating Institution will provide to NACAS a student population data file containing contact information for all students or a sample of students at the institution's discretion. Data files must meet NACAS-defined parameters for the target population of eligible students, as specified in instructions.
 - b. Participating Institution shall comply with APEX Survey preparation deadlines, and maintain a minimum of one campus contact with access to NACAS's Institution Interface. Participating Institution shall promptly inform NACAS when staffing changes necessitate updates of campus contacts.
 - c. Participating Institution must present the APEX Survey as a voluntary activity; no coercion can be used to increase participation.
 - d. Participating Institution shall not mislead students about the extent to which participation is anonymous or confidential.

- e. Participating Institution must ensure all incentives (e.g., lottery drawings and guaranteed prizes) are in compliance with IRB (U.S.) or Tri-Council Policy Statement (TCPS 2) (Canada) requirements.
 - f. NACAS recognizes there may be interest in using text messages to encourage survey completion and general awareness of the project. Participating Institution shall consult its legal and privacy experts to ensure compliance with federal and state laws (including the TCPA (U.S.) and Canadian Anti-Spam Legislation (CASL) and CAN-SPAM Act (U.S.) and CASL (Canada), where applicable) before initiating any text message recruitment efforts to promote NACAS. Participating Institution acknowledges and agrees that NACAS shall not be held responsible for any claims, losses, or liabilities that may arise from Participating Institution's text messaging practices. NACAS requires that all text messages clearly explain that the Participating Institution is sending the text message, not NACAS. Participating Institution may choose to facilitate survey access by referencing the NACASsurvey.org address.
4. Use of Student Data.
- a. Participating Institution shall provide NACAS with the following personal information concerning participating students, which constitutes "Participant Information" for purposes of this Agreement:
 - b. Required: (1) e-mail address (2) Class level (3) Enrollment status (full-time/part-time) (4) Sex (5) Birth year; (6) Residency; (7) Country of origin; (8) home / primary campus
 - c. Optional: Race/ethnicity or other student information chosen by Participating Institution.
 - d. The use of student data will abide by the U.S. Family Educational Rights and Privacy Act (FERPA) and Personal Information Protection and Electronic Documents Act (PIPEDA) ("FERPA (U.S.) and PIPEDA (Canada)"), which covers how educational institutions may share student data with outside organizations conducting research and assessment for the purpose of improving instruction.
 - e. NACAS understands that Participant Information may be subject to FERPA (U.S.) and PIPEDA (Canada) and will exercise due care in handling and processing student data.
5. Further, NACAS agrees to:
- a. Limit its use of personally identifiable information to the purposes of conducting research that improve auxiliary service quality at institutions. NACAS will take necessary measures to ensure personal information is encrypted if it is saved in the same dataset as response data. Thus, personal information cannot be linked to any individual respondent's feedback.
 - b. Only use student contact information for the purpose of inviting students to participate in the APEX Survey;
 - c. Only provide access to personally identifiable information to Participating Institution as well as representatives of NACAS who have legitimate interests in the information for the purposes described above;

- d. Manage student email address, and mailing address (if provided) in accordance with NACAS's Privacy Policy.
 - e. As applicable, NACAS will cooperate with Participating Institution in complying with US, Canadian or other foreign data privacy laws.
- 6. Pricing: Pilot pricing is flat-rate based on NACAS membership status and payment is necessary secure a space in the Pilot. Additional fees may be assessed for extra item sets added to the survey, or for unexpected costs associated with Participating Institution's errors in survey preparations.
- 7. Ontario Access to Public Records. Participating Institution understands and acknowledges that NACAS is subject to Ontario's open records law, the Ontario Access to Public Records Act ("APRA"), R.S.O. 1990, c. F.31 and relevant U.S. codes, and that compliance with APRA shall not constitute a breach of this Agreement.
- 8. FERPA (U.S.) and PIPEDA (Canada) Compliance. To the extent NACAS will have access to "education records" for Participating Institution's students as defined under the Family Educational Rights and Privacy Act (FERPA) and Personal Information Protection and Electronic Documents Act (PIPEDA) ("FERPA (U.S.) and PIPEDA (Canada)"), the Parties acknowledge and agree that for the purpose of this Agreement, NACAS shall be designated as a "authorized research service provider" with "legitimate research interests" in the student data, as those terms have been defined under FERPA (U.S.) and PIPEDA (Canada) and its implementing regulations. NACAS agrees to abide by the FERPA (U.S.) and PIPEDA (Canada) limitations and requirements imposed on authorized research service providers. NACAS will use the education records only for the purpose of fulfilling its duties under this Agreement for Participating Institution and its students benefit and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the Participating Institution.
- 9. Assignment: This Agreement shall not be assignable by either party without the prior written consent of the other party.
- 10. Force Majeure: Neither party shall be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts of God, acts of governments, wars, riots, fire, flood, or other causes beyond the reasonable control of the nonperforming or delayed party.
- 11. Limitation on Liability: Participating Institution agrees that NACAS, affiliates, employees, board members, agents, and contractors, shall not be liable to Participating Institution for any claims, liabilities, consequential or incidental damages, costs, or expenses relating to this Agreement for an aggregate amount exceeding the fees paid by Participating Institution to NACAS.
- 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended in any respect except by a written agreement executed by both parties. The terms and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, administrators, representatives, executors, successors and assigns of the parties.

13. Cross-Border Compliance: For U.S. institutions, NACAS and Participating Institution agree to comply with FERPA, IRB requirements and TCPA. For Canadian institutions, compliance will follow PIPEDA, FIPPA, and TCPS 2 guidelines. All parties shall ensure that data handling, privacy, and research ethics meet the applicable laws of the client's jurisdiction. Electronic communications will comply with both CASL and U.S. anti-spam laws where applicable.
14. Jurisdiction: This Agreement shall be governed by the laws of Ontario, Canada, except where U.S. clients require compliance with U.S. federal and state laws for their data and operations. Dispute resolution may be subject to mutual agreement on forum and governing law.