

# Survey on the Engagement of Law Faculty and Staff (SELS)

## Terms of Participation

- I. **Purpose of the SELFS Study.**
  - a. This Survey on the Engagement of Law Faculty and Staff Participation Agreement (“Agreement”) is entered into between The Trustees of Indiana University on behalf of the Survey on the Engagement of Law Faculty and Staff (“SELS”) and Participating Institution.
  - b. The SELFS study is an annual assessment of law school staff and faculty perceptions of pressing issues in legal education; their opportunity and experiences with professional development; their teaching methods, curricular decisions, and pedagogical approaches; experiences with diversity, inclusion and belonging, and other engagement-related actions. More specifically, SELFS collects data about law school staff and faculty practice, support, needs, and motivations in order to help law schools improve the ways in which they support their staff and faculty as well as promote discussion between higher education scholars working to improve inequities within the professoriate.
  - c. To facilitate completion of the survey, Participating Institution will provide SELFS with names and e-mail addresses of law school faculty and staff and SELFS will seek their voluntary participation in the SELFS Survey. Participating Institution agrees to obtain all necessary consents or permissions for SELFS to contact their participants.
- II. **SELS Procedures and Safeguards.**
  - a. SELFS may use aggregated survey data for national and sector reporting purposes and other development and support initiatives. SELFS may also make de-identified data available to researchers. In such cases, SELFS agrees that such researchers must agree to safeguard the data or otherwise maintain it consistent with the terms of this agreement.
  - b. SELFS may disclose the name of Participating Institution, but institutionally identifiable results shall not be made public except by mutual agreement between SELFS and Participating Institution, or in accordance with any applicable law, such as the Indiana Access to Public Records Act.
  - c. SELFS uses public key encryption with an SSL connection to support the secure transmission of data across the Internet. Access by SELFS staff to servers storing institutional data is controlled by user IDs and passwords.
  - d. SELFS will send responses to Participating Institution in a de-identified format, but participant-provided answers to certain demographic questions may make participants identifiable by Participating Institution.
  - e. SELFS Survey administration protocol is approved by the Indiana University Institutional Review Board (IRB).
- III. **Participating Institution Procedures and Requirements.**
  - a. Participating Institution shall comply with SELFS Survey preparation deadlines and maintain a minimum of one campus contact. Participating Institution shall

promptly inform SELFS when staffing changes necessitate updates to campus contact(s).

- b. Participating Institution must present the SELFS Survey as a voluntary activity; no coercion can be used to increase participation.
- c. Participating Institution shall not mislead participants about the extent to which participation is anonymous or confidential.
- d. Participating Institution shall not release personally identifiable survey response data to any third party, unless required to do so by law. Further, Participating Institution shall not intentionally analyze survey response data for the purpose of re-identifying survey participants and linking them to survey responses. Notwithstanding the above, in the event Participating Institution becomes aware that one or more survey responses are linked to a certain survey participant, Participating Institution shall comply with all applicable laws, including but not limited to, employment and data privacy laws; and Participating Institution shall not use such knowledge contrary to those laws or to take any sort of action against or toward a survey participant in violation of applicable laws. Participating Institution may only use survey response data on an aggregate or anonymous basis. Participating Institution acknowledges and agrees that it will be solely responsible as between IU and Participating Institution for any claims, liabilities, damages, costs, or expenses arising out of Participating Institution's access to or use of the survey response data.

- IV. **Indiana Access to Public Records Act.** Participating Institution understands and acknowledges that SELFS, an auxiliary unit of the Center for Postsecondary Research (CPR) at Indiana University, is subject to Indiana's open records law, the Indiana Access to Public Records Act ("APRA"), Ind. Code §§ 5-14-3-1 to -10, and that compliance with APRA shall not constitute a breach of this Agreement.
- V. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party.
- VI. **Force Majeure.** Neither party shall be responsible or liable to the other party for nonperformance 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.
- VII. **Limitation on Liability.** Participating Institution agrees that SELFS, IU, and its trustees, affiliates, employees, 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, and that IU specifically disclaims such special damages to the maximum extent allowed by law.
- VIII. **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.