

National Survey for College Internships Participating Site Agreement

The National Survey for College Internships Participating Site Agreement (“Agreement”) are the terms under which the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison’s Wisconsin Center for Education Research (“UW” we or our) provide the National Survey for College Internships (“NSCI” or NSCI Study) to participating Institutions (“SITE” you or your). When you register for the NSCI, you are accepting the terms of this Agreement and representing that you have authority to accept such terms on behalf of your institution.

1. National Survey for College Internships Overview.

Your SITE’s participation in the NSCI will allow us to survey your students concerning their experience with internships. The student survey data we collect will allow us to evaluate and provide you with insight into your (SITE’s) internship programs. NSCI survey responses are de-identified (both student and institutional level) and aggregated into one national data set (the “NSCI Dataset”). The NSCI Dataset only tracks the type of institution, e.g. community college or research university that the de-identified student attended. The NSCI Dataset will allow you to evaluate and compare your institutions’ results with the aggregated national results and with aggregated results from student responses at other similar institutions. Your evaluation results will remain confidential, and we will not share your results with any other institution or third party. The NSCI Dataset will allow us to perform our research and present aggregate (general, not specific to any institution) data for public consumption. We also plan to make the NSCI Dataset available to other researchers interested in the improvement of workforce education and training.

NSCI 2021-22 Cost Structure

SITE Student Undergraduate Enrollment	NSCI Fee
<2,500	\$2,900
2,500 – 4,999	\$3,400
5,000 – 9,999	\$3,900
>10,000	\$4,900

***All fees are due prior to the opening of the NSCI administration.

2. Human Subjects Protections.

The NSCI is subject to University of Wisconsin-Madison Institutional Review Board (IRB) oversight. The NSCI qualifies for exemption. UW shall comply with its research protocol and maintain, modify and report on the NSCI in accordance with federal regulations, state law and local and university policies. UW shall provide SITE with its IRB documentation upon

request and cooperate with SITE concerning any human subject research compliance issues that arise with SITE due to its participation in the NSCI.

You represent that your Site has determined that you are not engaged in human subject research by participating in the NSCI. You also acknowledge that our student consent form does not permit you to perform research using the SITE Evaluation Data, defined below. As mentioned above, the de-identified and aggregate NSCI Dataset will be available for research purposes.

3. Agreement Term and NSCI Timeline.

The NSCI is an annual survey. Please note at this time there is no automatic renewal process so you will be required to register and agree to the NSCI Site Participation Agreement each year. This Agreement shall be effective upon your registration to participate in the NSCI and shall remain effective until April 30, 2022, unless you withdraw from the NSCI earlier, see Withdrawal from NSCI section, below.

The timeline for milestones in the annual administration of the NSCI (the “NSCI Timeline”), for example the opening and closing dates of the survey, are described in the NSCI registration materials. For any dates that are listed as “tentative” we will make reasonable efforts to set the final date as close to the original listed tentative date. We will send you notice of any material changes (greater than 10 business days) to the NSCI Timeline as soon as practicable. We reserve the right to make changes to the NSCI Timeline in order to ensure quality administration of the NSCI. We will provide all evaluation deliverables, described below, to SITE in the Spring of 2022, but no later than April 29, 2022. Participation in the 2021-22 NSCI will conclude upon receipt of these data deliverables.

4. SITE Responsibilities and NSCI Details.

- a. Registration. You are responsible for providing and maintaining current NSCI registration information for your SITE. Any notice that we may provide to you will be to the address you maintain in your NSCI registration information.
- b. Payment.
 - i. If you don't pay by credit card, then we will send you an invoice upon registration and you will need to make payment within 60 days.
 - ii. If you have not made payment by the date specified in the NSCI Timeline, then you will not be allowed to participate in the NSCI for the current year and any student information that you have sent to us will be destroyed. We will notify you of this status in accordance with the NSCI Withdrawal section, below.
- c. Provision of student information for student recruitment and survey non-response bias test. You shall provide the following student information - students' first name, last name, campus email address, major field of study, school/college, and credit hours completed, by the date specified in the NSCI Timeline and in the format specified in the registration materials, for the purpose of our student recruiting for NSCI participation, based on the following

criteria:

- i. Students enrolled in terminal degree;
- ii. Who have not indicated a disclosure restriction;
- iii. Who are not incarcerated;
- iv. Who are at least 18 years old;
- v. Who are enrolled for 1 or more credits at Institution;
- vi. For two-year institutions we will administer the survey to the entire student body, while at four-year institutions we will restrict the sample to students at the junior or senior class level. Thus, for four year institutions please provide student information for students who are in the latter portion of their programs, having earned enough credits to have obtained Junior standing.

If you have not provided us with the required student information for student recruitment by the date specified in the NSCI Timeline and you have already paid, then you will be issued a full refund within 60 days and SITE will not be allowed to participate in the NSCI for the current year.

- d. Please note: your provision of student information is in accordance with the Family Education Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g(b)(1)(A and F) and 34 C.F.R. § 99.31(a)(1) (the outsourcing exception) for your internship program evaluation and 34 C.F.R. § 99.31(a)(6) (the study exception) for the NSCI study. By signing up for the NSCI and internship program evaluation, you have determined that we have a legitimate educational interest in the student information that you are providing to us.

5. SITE Internship Program Evaluation.

- a. Acknowledgment of Release of Confidential Data and Direct Control
 - i. The parties acknowledge that UW and NSCI Study personnel shall be considered school officials of SITE for the purpose of performing the institutional function of SITE Internship Program Evaluation (the “SITE Evaluation”), as described in this section.
 - ii. The parties acknowledge that SITE is releasing educational records containing personally identifiable information (“SITE PII”) to UW in order to provide SITE the SITE Evaluation and that the release of SITE PII to UW is necessary for the performance of this institutional function.
 - iii. UW acknowledges that it is under the direct control of SITE with respect to the use and maintenance of education records maintained by SITE and disclosed under this agreement.
- b. Evaluation Details.
 - i. UW will use SITE PII for student recruitment for NSCI participation and administration; and the performance of the SITE Evaluation.
 - ii. UW will store SITE PII on its internal research server in accordance with Student Privacy and Data Security section, below.
 - iii. UW will use a third-party survey platform, see Use of Third-Party Services section, below, for the administration of the NSCI. We will only use a student’s name and campus email address for survey administration. All other student information provided by you will remain on our internal secure server and not be transferred/used with the third-party survey service.
 - iv. UW shall only administer the NSCI to students that have provided their informed consent, in accordance with its IRB protocol.

- v. Upon closing of the survey, we will migrate the student survey responses to our internal secure server where we will create a raw data file that only contains student responses and SITE PII from your SITE (“SITE Evaluation Data”). SITE Evaluation Data will include information on non-responsive students too. SITE Evaluation Data contains student identifiers.
 - vi. Evaluation deliverables will include a copy of the SITE Evaluation Data delivered to you via secure file transfer; SITE Program Evaluation reports, a set of customized summary reports that includes an overall summary of key findings, a report on characteristics of the study sample, etc.; and an interactive data dashboard for its students’ survey responses. The SITE Program Evaluation reports and interactive data dashboard will not contain student identifiers. Your SITE Evaluation deliverables are unique to your SITE and will not be shared with anyone else nor will they be publicly released by us.
- c. NSCI Dataset
- i. SITE acknowledges that UW will use the SITE Evaluation Data for the construction of the NSCI Dataset. UW shall not include any PII in the creation of the NSCI Dataset nor shall it identify SITE or link SITE with any de-identified student records. Rather than identifying SITE by name in the NSCI Dataset, UW will list the type of institution each student attends.

6. NSCI Study Details

- a. Study Purpose.
 - i. The purpose of the NSCI is to improve college instruction by researching internship programs and the improvement of college experiences, educational outcomes and career readiness.
 - ii. UW will use SITE PII, as described in the NSCI Dataset subsection above (Sec 5.c.i.), to create a de-identified (both student and institution) dataset to perform NSCI Study analysis.
- b. FERPA compliance.
 - i. For purpose of the NSCI Study, UW shall use SITE’s PII only to meet the NSCI Study purposes stated in this NSCI Site Participation Agreement.
 - ii. UW shall conduct the NSCI in a manner that does not permit personal identification of parents and students by individuals other than study personnel that have legitimate interests in SITE’s PII.
 - iii. UW shall destroy SITE’s PII when it is no longer need for the purposes for which the NSCI is conducted.

7. Third Party and Public Use of the NSCI Datasets.

- a. SITE acknowledges that UW may make some or all of the NSCI Dataset available for public display and interaction.
- b. SITE acknowledges that UW may make the NSCI Dataset available to third-party researchers (academic and industry) investigating internship programs and the improvement of college experiences, educational outcomes and career readiness.

- c. Prior to releasing the NSCI Dataset for third-party/public use, UW shall make a reasonable determination that no students' identity is personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information.

8. Use of Third-Party Services

- a. UW uses a third-party survey service for the administration of the NSCI, which is hosted on cloud-based servers (AWS). Once the annual NSCI administration closes, we use a secure transfer process to move the student survey responses to our secure server at UW, where we clean the data prior to performing your SITE Evaluation and creating the NSCI Dataset. Once we verify the integrity of the SITE Evaluation Data on our servers, we work with our survey provider to remove/destroy the student survey responses from their system.
- b. SITE acknowledges that UW's use of the third-party survey service is necessary for the administration of the NSCI. By registering for the NSCI, you are agreeing to our use of our third-party survey service hosted on cloud-based servers. We will provide you with additional information about our third-party survey service security details upon your request.
- c. UW shall require its third-party survey service to process all NSCI data in the United States.
- d. UW shall prohibit its third-party survey service from accessing, using, copying or transferring any student survey responses for any purpose, except for the limited purpose of ensuring quality administration of the NSCI.
- e. UW shall include information in its student consent forms about the use of our third-party survey service hosted on cloud-based servers.

9. Student Privacy and Data Protection.

- a. UW shall only use SITE PII for the purposes described in this Agreement. Any other use of this data is strictly prohibited.
- b. UW represents and warrants that only the NSCI Principal Investigator and those employees of UW working at the direction of the NSCI Principal Investigator on or in support of the project have legitimate interests in SITE PII and will be permitted access to and use SITE PII.
- c. UW shall, for all activities and purposes covered under this Agreement, comply with the federal Family Educational Rights and Privacy Act ("FERPA") and other applicable privacy laws and regulations.
- d. UW certifies that it has the capacity to restrict access to SITE PII solely to the individuals described in section 9.b above and ensure that SITE PII is accessed only for the purposes described in this Agreement. UW shall protect SITE PII in a manner that does not permit personal identification of students and their parents by anyone except those NSCI Study personnel with a legitimate interest in SITE's PII. UW shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SITE PII.
- e. UW shall destroy all SITE PII when the information is no longer needed for the purposes described in this Agreement but no later than 5 years within the completion of a one-year cycle of the NSCI.

10. Data Ownership and Use.

All student information provided by SITE to UW shall remain the property of SITE. UW's permission to use student information provided by SITE shall be limited to the uses permitted by this Agreement.

The Board of Regents of the University of Wisconsin System, on behalf of UW/ Matthew Hora, Ph.D., shall own all survey responses, NSCI aggregate data, NSCI reports, NSCI website and any other NSCI deliverables provided in connection with this Agreement. UW shall, and does hereby grant to SITE a limited, non-exclusive license to the NSCI deliverables, for SITE's educational and program evaluation purposes.

11. Publicity.

SITE acknowledges that UW is subject to State of Wisconsin public records law and may disclose SITE's name in connection with the existence of this Agreement and its participation in the NSCI. UW shall not publicly identify SITE by name in connection with any NSCI findings, unless SITE provides prior written authorization to be publicly identified.

Neither party shall use the other's name, logo, insignia or other identifying marks for any promotional purpose or in any manner that act as, suggests or otherwise implies an endorsement of the NSCI or NSCI findings.

12. NSCI Withdrawal.

We will withdraw SITE from the NSCI if you do not provide us with the required student information by the date specified in the NSCI Timeline or if you do not pay the full NSCI fee by the start of the NSCI administration window. We will notify you if we withdraw SITE for either of these reasons.

You may withdraw from the NSCI at any time by providing us notice. If you withdraw prior to the start of the NSCI administration window, then we will provide you a full refund. If you withdraw after the start of the NSCI administration window, then we will not refund you any fees.

Upon your withdrawal from the NSCI, we will destroy any identifiable student information from SITE that we have. However, we will retain any completed student survey responses (de-identified) for any student that we obtained consent for their participation prior to your SITE's withdrawal from the NSCI.

13. Disputes.

In the event of a disagreement regarding the terms or implementation of this Agreement, the parties shall discuss their dispute in good faith and make best efforts to achieve a mutually

agreed-upon resolution.

14. Liability.

The State of Wisconsin is self-funded for State liability purposes. The State's Self-funded Liability Program provides coverage against claims made as the result of the negligent acts of University officers, employees and agents in the course and scope of their employment. The State's liability protection is afforded under Wisconsin Statute 895.46 (1).

SITE agrees to hold UW, its officers, employees, or agents, harmless, to the extent permitted by your applicable law, from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the SITE arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is founded upon or grows out of the acts or omissions of any of the officers, employees, or agents of UW while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

Neither Party shall be liable for the acts or omissions of the other.

15. Warranties.

UW MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE NSCI OR ANY SERVICES PROVIDED, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE NSCI OR ANY SUCH INVENTION OR PRODUCT.

16. Force Majeure.

Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, pandemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export or import licenses or permits.

17. Miscellaneous.

This Agreement may be amended at any time by mutual consent set forth in Writing. UW shall comply with all Federal and State of Wisconsin laws governing Equal Employment

Opportunity, Non-Discrimination, and Immigration. UW shall comply with Federal and State of Wisconsin non-discrimination laws, including the Wisconsin Fair Employment Act and similar Federal law.

UW receives federal funds and is therefore subject to federal regulations regarding federal fund recipients. UW certifies that it complies with all Federal funding certifications and assurances required by the U.S. Office of Management and Budget. UW further certifies that it is in compliance with the Federal Immigration Reform and Control Act and that it verifies the employment eligibility of all of its employees.