

## Instructions for Impact Survey Express License Agreement

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### *UW CoMotion Express License*

1. **COMPLETE** the contact information and sign the agreement.
2. **PRINT** the agreement.
3. **MAIL, FAX, or EMAIL** the signed agreement to us.
4. UW CoMotion will review the agreement, countersign it, or contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you with an invoice.
5. Payment: Once you receive the invoice, please mail the license fee to:

Express Licensing Program  
UW CoMotion  
4545 Roosevelt Way NE, Suite 400  
Seattle, WA 98105-4721  
Phone: (206) 543-3970  
Fax: (206) 616-3322  
Email: [license@uw.edu](mailto:license@uw.edu)

6. Access to the Impact Survey will begin after license agreement is completed.

If you have any questions, please contact UW at [license@uw.edu](mailto:license@uw.edu) with a copy of your email request [info@impactsurvey.org](mailto:info@impactsurvey.org).

## IMPACT SURVEY EXPRESS LICENSE AGREEMENT

This Impact Survey User License Agreement ("Agreement") is made between the University of Washington, a public institution of higher education and an agency of the state of Washington ("UW") and You, as an authorized official of Your organization (collectively "You").

### BACKGROUND

The Impact Survey is an online survey tool designed specifically for public libraries that want to better understand their communities and how people use their public technology resources and services. The Impact Survey grew out of the 2009 Opportunity for All research studies at the University of Washington Information School (iSchool), with support from the Bill & Melinda Gates Foundation and the Institute for Museum and Library Services. Opportunity for All was the first large-scale investigation of the ways U.S. library patrons use computers and the Internet at public libraries, why they use it, and how it impacts their lives. The study included four case studies and a national online survey designed to augment the results from a statistically representative telephone survey. Over 400 libraries across the country made the online survey available to their patrons, an effort that yielded over 45,000 responses. Because the patron survey was such a success, over the past five years, the U.S. Impact Study research group at the iSchool has extended the benefits of the Opportunity for All web survey by making the tested and validated survey available to all U.S. public libraries. Now public libraries can conduct their own Impact Survey at their library at any time.

The Impact Survey program service includes access to an online survey scheduling tool, web and paper surveys, promotional materials, descriptive PDF reports, de-identified survey data in CSV format, and help desk support via email and phone, including the tool with:

- Cut and paste code with a variety of options for linking to the survey
- Easy-to-read data-oriented reports detailing survey results in charts and graphs
- Advocacy-oriented communication tools showcasing survey results
- Downloadable data for libraries that want to do deeper analysis of their survey results ("Service")

### 1. Impact Survey License Agreement:

The Impact Survey Service is governed by the Impact Library Service License ("Agreement") in addition to the University of Washington standard website Terms of Use and Privacy Policy. Further information and details are available at the Impact Survey FAQ. The Agreement will be effective as of the date the Agreement is fully executed ("Effective Date"). Your renewal date for the Agreement will be on the anniversary of the Effective Date.

### 2. Permission:

Upon and execution of this Agreement, You have permission to download and distribute the Services survey links and buttons for your library website for the purpose of gathering survey response Data from library users ("Data"). You have access to the Service web-based tool and the reports generated by the Service solely as input into your organization's internal planning and assessment process.

### 3. Copyright:

The Service is the copyright of the UW. You gain no ownership in the Service or reports. You agree to retain the UW copyright, trademark or other notices in any extracted materials from the Service or its reports. You grant UW permission to use the Data for ongoing development, promotion, and research purposes related to the Service (“Purpose”). You acknowledge that You will receive no compensation, now or in the future, for the use of the Data. UW will de-identify any Data distributed or used for the Purpose.

#### **4. Conditions:**

- The report formats are not optional and are not customizable.
- You shall not distribute the Service to other library systems in whole or in part without written permission by UW. You have no commercial rights to use the Service without the written permission of UW.
- You may post PDF reports to Your library’s website for internal and external audiences.
- You may not post any of the PDF reports on any external organization’s website or server or to incorporate the Service into any external organization’s software system website, or other media.
- You shall provide proper attribution to the Impact Survey in any publication or presentation as follows: *“Impact Survey (Year), a project of the University of Washington Information School.”*
- You acknowledge the Service is not a statistically representative survey. You acknowledge that the Service is for informational and educational purposes only and is not a substitute for Your professional judgment, including validating the results through other evaluation methods.
- You may be asked to advise the Service, and review, provide commentary and ideas, including Survey input and results, (“Feedback”) which may be used by the Service at no cost and no-fee basis for any purpose without needing to obtain any additional permission, including permitting UW to use and incorporate the Feedback in the Service and other works related to the Service. You acknowledge that You will receive no compensation, now or in the future, for the Feedback.

#### **5. Term and Termination:**

- Scheduled surveys - Your access to the Service, including the ability to schedule new surveys using the Service will expire 1 year after the Effective Date. Your access may be renewed annually, provided UW sends You an invoice for 1 year of service, and Your timely payment of the Fee is received by UW.
- Access to Data - Your access to your Data and reports terminates 2 years after the Effective Date of this Agreement as identified on Your account page at <https://impactsurvey.org/>
- UW will retain Your Data and reports for a maximum of 2 years. You are responsible for downloading the standard reports and Data within 2 years of Your registration date on the Service website and securing them for long term storage. Your registration date can be found in “Account Settings” in the Service.

You may terminate the Agreement for the Service at any time with written notice to UW at: UW CoMotion, Innovation Development, 4545 Roosevelt Way NE, Suite 400, Seattle, WA 98105-4721 or [license@uw.edu](mailto:license@uw.edu) with a copy to [info@impactsurvey.org](mailto:info@impactsurvey.org).

- UW may terminate this Agreement if You are in default of its obligations set forth herein and You fail to remedy a written demand for performance to cure the default.

- The provisions under which this Agreement will be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof and do not in any way limit any other legal remedy such party may have.
- Termination of this Agreement will terminate all rights and licenses granted to You as relating to the Service; however, Your obligation to pay the Fee survives the termination of the Agreement.

**6. Warranties and Disclaimers:**

The Service is provided AS IS without warranty or obligation to provide any additional services. You assume the risk for accessing and using the Service. UW EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE SERVICE OR ANY OTHER MATERIALS OTHERWISE PROVIDED TO YOU UNDER THIS AGREEMENT.

**7. Indemnification and Liability:**

You shall indemnify and hold harmless UW and its officers, faculty, employees, students and agents, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from Your use of the Service, including but not limited to any damages arising in connection with the activities of the Service or lost profits, lost funding, lost business opportunities, inventory loss, program stoppage, lost data, or any other reliance or expectancy, indirect, special, incidental or consequential damages of any kind. UW reserves the right to make changes to the Service including modifications and improvements at any time without notice.

**8. Fees.**

Fees are due and payable upon execution of this Agreement and are not refundable. Fees are based on Your organization’s reported total income as described at: <https://impactsurvey.org/pricing>. Contact the Impact Survey to ascertain the appropriate level of Fee for Your organization. Contact the Impact Survey at [info@impactsurvey.org](mailto:info@impactsurvey.org) or 206-543-4324 if You are unsure whether your intended use is authorized by these terms. The Fees are as follows:

**Library subscriptions**

| <b>Library total income (in dollars)</b> | <b>Yearly fee (US dollars)</b> | <b>Select Appropriate Fee Level</b> |
|--|--------------------------------|-------------------------------------|
| 0 - 20,000                               | \$50                           |                                     |
| 20,001 - 50,000                          | \$75                           |                                     |
| 50,001 - 100,000                         | \$125                          |                                     |
| 100,001 - 250,000                        | \$200                          |                                     |
| 250,001 - 500,000                        | \$300                          |                                     |
| 500,001 - 1,000,000                      | \$400                          |                                     |
| 1,000,001+                               | \$500                          |                                     |

**Group subscriptions**

|                                 | <b>Coordinator</b>                            | <b>Association</b>   | <b>Merged system</b>                                     |
|---------------------------------|---|--|--|
| <b>Summary</b>                  | Administer group surveys on behalf of members | Purchase subscriptions for member libraries & coordinate group surveys | Functions as a library system                            |
| <b>Yearly subscription cost</b> | \$50-500<br>(Based on the group's budget)     | All: 60% off member library prices                                     | \$50-\$500<br>(Based on the combined libraries' budgets) |
|                                 |   | Partial: 30% off member library prices                                 |  |

**9. General:**

This Agreement does not grant permission to use the trade names, identifiers, trademarks, service marks, or product names of the UW, Information School, Impact Survey except as required for reasonable and customary use in describing the origin of the Service. All goodwill associated with the Service, Information School, and UW marks and identifiers shall inure to UW. You shall not use the name "University of Washington," its logo, marks, or any abbreviation thereof to without prior written approval from UW except as otherwise expressly provided in this Agreement.

This Agreement is made in and shall be governed by the laws of the State of Washington excluding choice of law principles. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, United States of America. You accept the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts.

You acknowledge that UW is an agency of the state of Washington and has obligations to maintain public records under RCW 42.56 et seq. If UW receives a public disclosure request for Your access records related to the Service or any part thereof, UW shall notify You of the request. UW, at its sole discretion, can respond to the request. If UW releases Service access records through an operation of law, the release shall not be deemed a breach of this Agreement.

This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. Any amendment of these terms and conditions must be in writing and signed by both parties.

This Agreement and the rights and benefits conferred upon the parties hereunder may not be assigned or otherwise transferred by You without the prior written consent of UW.

UW and You have executed this Agreement by their respective duly authorized representatives on the dates given below.

**For University of Washington**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Organization**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Your Organization Information:

Your Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_

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