



# Center for Learning Outcomes Assessment University Learning Outcomes Assessment (UniLOA) Licensing Agreement

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1. The **Center for Learning Outcomes Assessment, Inc.**, (hereafter called Contractor) agrees to provide the following services to \_\_\_\_\_ (hereafter called Client):

A. Client is given license for the period outlined below to administer the UniLOA with the following provisions:

1. Administration of the UniLOA is authorized under this license only to students enrolled or directly receive services at the Client's institution or organization.
2. That administration of the UniLOA will be within the scope of practice as established by the Code of Fair Testing Practices in Education.
3. Results will not be used for purposes of admission, retention or change of status for students completing the instrument.
4. That all raw data collected by the Client will be forwarded to the Center for Learning Outcomes Assessment, Inc.
5. That raw data forwarded to the Center for Learning Outcomes Assessment, Inc. will NOT include information that could directly lead to the identity of the person completing the individual assessment (i.e., no names or student identification numbers).
6. That all raw data submitted to the Center for Learning Outcomes Assessment, Inc, will be clearly identified with Client's institutional or organizational name to assist in the development of reports submitted back to the Client.
7. That all raw data submitted to the Center for Learning Outcomes Assessment, Inc. will be added to and maintained indefinitely in the UniLOA National Database for purposes of instrument development, computing means and baselines for comparison against other students completing the UniLOA and other research on the UniLOA.

B. Contractor agrees;

1. To collect raw data produced by the Client and forwarded to the Center for Learning Outcomes Assessment, Inc., and maintain that raw data in the UniLOA National Database.
2. To provide the Client current national norms at least twice during the agreement period and other times at the request of the Client.
3. To provide reasonable consulting services not to exceed 10 hours to assist in the interpretation of data and reports and the development of intervention programming as the Client desires and as agreed to by both parties.
4. To maintain confidentiality of data to minimize to all practical extent, the possibility of identifying specific data sets to the Client's institution to any party other than the Client.

5. That no results other than those added anonymously to the UniLOA National Database for purposes of establishing national means will be shared with any other concern without the express permission of the Client.

2. Contractor will consult with the Client at such times as each party deems are necessary by telephone, electronic, or other means, as agreed upon by both parties not to exceed 10 hours of contact. Expenses beyond those of telephonic or electronic contact, if incurred, will be borne by the Client if agreed to by both parties in advance.

3. All promises set forth by this agreement will be completed through the expiration of the agreement on \_\_\_\_\_ (effective date) and after this agreement is agreed to in writing by both parties, and will be conducted by either Mark Frederick, Ph.D. or Will Barratt, Ph.D. A new agreement will be executed after the expiration of the current licensing year on \_\_\_\_\_ (effective date).

4. It is understood that circumstances arising during the life of this licensing agreement may require any activities described within this agreement to be replaced with other activities of an equivalent value. Any changes to the provisions of this agreement will be based on mutual agreement of both parties, which may be recorded as an addendum to this agreement, or as a letter from one party to the other.

5. Both Client and Contractor will participate in consulting activities as agreed to by both parties in advance. This includes calling meetings, providing meeting sites and amenities, and providing information requested by one another. To some extent, it is understood that the client's entire staff may be involved in the process provided for in this agreement, not just the coordinator.

6. The Client agrees to pay the Contractor a fee of \$\_\_\_\_\_ for licensing rights through the period from \_\_\_\_\_ (effective beginning date) through \_\_\_\_\_ (effective termination date). At the expiration of the current licensing period, additional yearly license fees will be \$\_\_\_\_\_ and remain fixed for a period of 5 additional years. At the conclusion of the five year period, the fee for additional licensing years may be adjusted to reflect increased or decreased expenses for providing services included in the licensing fee. Additional expenses that may be billed include travel (at a mileage fee as established by the IRS as customary and reasonable), lodging and meals, while providing consulting services on-site if incurred, long-distance phone calls, and any copying and mailing services, outside of normal communication with Client. Any and all expenses incurred by the Consultant in providing services will be agreed to by both parties in advance of any service provision. Lodging and meal expenses will be documented with receipts provided to the Client.

8. Either Party may terminate this agreement with thirty days' written notice. If the agreement is terminated, Contractor will present Client with a statement of account showing all fees paid to that time, and itemizing work performed. If fees paid exceed work performed to date, Contractor will return unearned fees to Client, computed by dividing the licensing fee equally by the total number of days outlined in this agreement and computing the number of days remaining in the licensing period to determine the amount to be returned to the client

Signed:

For \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

For the Center for Learning Outcomes Assessment, Inc.:

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_