



## **DASL Terms and Conditions**

Data and Analysis for School Leadership (DASL) is available for Schools, Associations, and their authorized users to view data through its versatile "Benchmarking" features.

### **DASL Rules, Restrictions, and Policies**

These DASL Terms and Conditions govern conduct and use of DASL by Schools, Associations, and their authorized users. Schools, Associations, and their authorized users shall follow all of the rules, restrictions, guidelines, and policies provided in the DASL Terms and Conditions, as may be modified from time to time by NAIS, by posting modified DASL Terms and Conditions on this page or, if we determine that it is appropriate, by giving you additional notice of the changes. Continued use of DASL after we have posted amended DASL Terms and Conditions indicates agreement and assent to any changes.

By checking the agree checkbox during data entry or by accessing the DASL page and using its services, you agree that you have read and agree to these Terms and Conditions and that you have the authority to do so.

### **Other Terms and Conditions Governing This Agreement**

These DASL Terms and Conditions supplement and incorporate any other rules, regulations, guidelines, instructions or policies provided through DASL and the main NAIS site "Our Site." To the extent that these DASL Terms and Conditions conflict with any other rules, regulations, guidelines, or policies provided by NAIS, the DASL Terms and Conditions herein shall control. If you have any questions about the DASL Terms and Conditions, please contact [DASLhelp@nais.org](mailto:DASLhelp@nais.org).

## **User Access and Confidentiality/Anonymity**

Schools and Associations may provide staff and trustees (“authorized users”). Authorized users are assigned access privileges according to their roles within or relationship to the School or Association. Because each password has different privileges, the use of these passwords should be limited to the assigned user. Schools and Associations are responsible for ensuring that usernames and passwords are not shared or accessed by non-authorized third parties. If usernames and passwords are shared or accessed by a non-authorized third party, NAIS reserves the right, in its sole discretion, to restrict or terminate School, Association, or authorized user access to DASL.

Data confidentiality and the anonymous reporting of certain data is intended to protect participating schools and support legal compliance. Schools, Associations, and their authorized users shall not take or encourage any actions intended to breach the confidentiality and anonymity of the data.

**School Users Only:** The head of school and business manager automatically have access to all data categories in DASL. Additional authorized users have access to most data categories, except for categories related to salaries and compensation. The head of school or business manager can grant individuals on their team access to the categories related to salary and compensation using permissions tools in DASL. All authorized users are subject to the Antitrust Policy regarding the display and download of reports as listed above.

**Association Users Only:** Association Users shall have access to data collection and cleaning tools, statistical reporting and benchmarking environment and can use these tools to serve their association’s member schools in the data collection and reporting process. Association Users shall:

- Keep the list of association staff with access to DASL current;
- Maintain their association’s school membership list in DASL;
- Participate in the DASL collaborative processes for maintaining the core data set, collecting data from the Association’s member schools, enhancing the platform effectiveness, and developing a calendar for data collection and cleaning;
- Inform their members about the potential benefits of DASL;
- Strive to use DASL for as much of their Association’s data collection and reporting as possible; and

Association Users may:

- Have the ability to add questions to the data collection for their association members only;
- Have the ability to assist their association members in cleaning and correcting data entries.

To facilitate Association User access, NAIS shall:

- Maintain and enhance DASL data collection, cleaning, reporting, and benchmarking tools for use by associations and the schools that they serve;
- Provide tools for Associations to customize data collection;
- Provide Associations with tools to keep their school membership list current;
- Convene Associations to assist in defining a core set of data points;
- Develop a data collection calendar;
- Engage in data cleaning for participating schools;
- Provide Association representatives and their member schools with DASL updates;
- Market and communicate DASL information to schools and encourage DASL participation and data entry;
- Provide online training and other support for schools as well as Associations; and
- Solicit input to inform the ongoing improvement of DASL data collection activities.

### **Benchmarking and Other Data Use**

Within certain limitations discussed below and subject to the Antitrust Policy, Schools, Associations, and their authorized users can enter their data into DASL during data entry season and then run comparison reports.

DASL is available only for the proper internal, informational, educational, and noncommercial use of Schools, Associations, and their authorized users, and should not be used for any other purpose. DASL data is not available for personal use and cannot be used as part of any effort to rank schools, to market schools, or cause deliberate harm to individual schools, the NAIS membership, or independent education.

### **Antitrust Policy**

Schools, Associations, and their authorized users are prohibited from using DASL data in ways that would violate federal or state antitrust laws. Schools, Associations, and their



authorized users are prohibited from using DASL data to facilitate an express or implied agreement between themselves and other schools.

Schools, Associations, and their authorized users may also run comparison reports in DASL. For commercially sensitive categories related to salary and compensation, financial aid, tuition remission/discounting, and other elements of financial operations, DASL will not display or permit the download of reports that list schools and their data individually and will report historic data in the aggregate only.

### **System and Data Security**

You consent to and authorizes NAIS, in accordance with applicable law(s), to monitor, control, record, intercept, capture the full network traffic, and otherwise inspect or investigate all user access of DASL or DASL data. For clarity, and without limiting the foregoing, this consent and authorization extends to the School, Association, and their authorized users' use and access of all files, usage logs, content and any communications in or through DASL, and all other DASL activity of the School, Associations, its authorized users, or users (authorized or not) connected to its account. NAIS may, in NAIS's sole discretion, restrict access to and use of DASL and delete, remove, or disable any content or action that is unauthorized, in violation of these DASL Terms or Conditions, or is deemed a data security risk. You acknowledge and agree that you shall not have any expectation of privacy as to your use and access of DASL and acknowledge that NAIS has authority for full control and monitoring of all such use or access.

### **Intellectual Property and Data Sharing**

Data and information entered into DASL are the property of NAIS and may be used by NAIS and NAIS-authorized users of the DASL system to develop and /or publish statistical and other reports on this information. Statistical reports will be available as national, regional, local, or customized aggregations of data for comparative groups of schools.

DASL, its program, surveys, system, and resultant data in whatever form are the intellectual property of NAIS. Schools, Associations, and their authorized users participating in DASL are granted a limited, non-exclusive, revocable, non-assignable, non-transferable license to access DASL and use DASL data as outlined in these DASL Terms and Conditions.



Schools, Associations, and their authorized users shall appropriately credit products (i.e. presentations, reports, etc.) created from DASL using the phrase, “powered by NAIS DASL.” NAIS grants Schools, Associations, and their authorized users a non exclusive, revocable, non-transferable, non-sublicensable license to utilize the NAIS and DASL logo on any such products.

NAIS may also share select data points of schools that are members of other associations entered into the DASL system with those other associations in accordance with data collection collaboration or licensing agreements.

### **Breach of these Terms and Conditions**

Any actions taken through benchmarking or other use of DASL that result in a breach of confidentiality, a potential violation of antitrust laws, or a breach these DASL Terms and Conditions as may be modified from time to time, may result in immediate revocation of the School, Associations, or their authorized users’ access to DASL or other consequences at the sole discretion of NAIS. Schools or authorized users that become aware of such inappropriate use or results shall contact NAIS.

### **Warranty and Release of Liability**

NAIS does not warrant or guarantee the accuracy of any of the information found in DASL, nor does it warrant or guarantee that the resultant information or reports is appropriate for any particular user or purpose, including building a rebuttable presumption to the Internal Revenue Service's intermediate sanctions regulations in any particular circumstance. NAIS is not responsible and School or Association hereby releases NAIS of any liability resulting from errors or inaccuracies in the data or the proper or improper use or operation of this site by the School, Association, its authorized staff members, agents, employees, or other entities or persons associated with the School or Association whether or not they are an authorized user.

### **Indemnification**

School or Association agrees to defend, indemnify and hold NAIS harmless from and against any and all claims, demands or causes of action of third parties and liabilities, judgments, penalties, losses, costs, damages and expenses resulting directly therefrom, including reasonable attorneys’ fees, arising by reason of or in connection with any act or omission pursuant to its use of DASL or breach of this Agreement or applicable NAIS policies by the School, Association, its authorized users, agents, employees, or other individual or entity associated with the School or Association whether or not they are an authorized user.



## **Choice of Law**

These DASL Terms and Conditions are governed by the laws of the District of Columbia applicable to agreements made and completely performed there. You irrevocably agree to bring any claim or dispute relating to your use of DASL and these DASL Terms and Conditions exclusively in the state and federal courts located in the District of Columbia, to submit to the exclusive jurisdiction of those courts, and to waive any jurisdictional, venue or inconvenient forum objections to such courts. If a court determines that any provision of these DASL Terms and Conditions is unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to fullest extent permitted by law.