Concordia University – Portland Qualtrics User Agreement

- **Providing an enterprise survey solution to the entire Concordia University – Portland (CU-Portland) community is a critical part of Mission and Vision fulfillment.** Qualtrics is available to all official CU-Portland faculty, staff, as well as students when supervised by faculty/staff for a research project, thesis, or dissertation. Moreover, affiliates not directly associated with CU-Portland may request the use of Qualtrics for approved research purposes. Qualtrics is our designated tool to create, deliver, and analyze surveys and survey responses for academic, administrative, and research related purposes. Other online survey tools are not endorsed. We find Qualtrics meets our standards requiring robust, secure, and professional surveys. Other tools might not meet data privacy and other standards. Therefore, we are providing our faculty, students, and students the Qualtrics system, as long as they agree to this User Agreement.

- View more resource material and this Qualtrics User Agreement online.
- After logging on to use Qualtrics, you will need to indicate understanding of the following:

**General Responsibility**

*Use of Qualtrics is subject to the terms in this User Agreement document; all federal, state, local, and other applicable laws (including FERPA); and all University rules and policies. Related policies include:*

- Technology Center, Data Security and Technology Usage Policies: [http://kb.cu-portland.edu/ITS+Policies](http://kb.cu-portland.edu/ITS+Policies)
  The Concordia University-Portland IRB (CU IRB) must review a survey if it involves human-subjects research, when there is any sensitive question, when children are recruited/invited, or for other reasons.
- University Analytics, Research Assessment (UARA) Policies.
  The Office of UARA must be consulted before any survey is sent via “All Faculty, All Staff, and/or All Student” emails, including sub-classifications such as online, on-campus, undergraduate, graduate, full-time, part-time or any other full sub-classifications of CU-Portland groups.

You, The User, agree to the following 11 statements:

1. Academic users, or users hoping to publish the results of their survey, or any users planning to ask sensitive or private questions, will consult with our CU IRB. Create a **Research Description Form** and email it to irb@cu-portland.edu, and follow this and other procedures described at [www.cu-portland.edu/IRB-Policies](http://www.cu-portland.edu/IRB-Policies).

2. The user agrees, if this is deemed human subjects research, the first question in the Qualtrics Survey will be a “do you consent to taking this survey” type of question which must be clicked. For more information, email irb@cu-portland.edu.

3. Users of Qualtrics are expressly forbidden from asking survey participants sensitive questions without first having a full IRB review. Sensitive questions include any information classified as restricted highly sensitive private data – data called “Type III or Type IV Data” as described in the Data Plan for PII [https://www.cu-portland.edu/academics/office-research/researchers-institutional-review-board/data-plan-pii](https://www.cu-portland.edu/academics/office-research/researchers-institutional-review-board/data-plan-pii).

4. Departments, staff, vendors, or other affiliate users desiring to survey students, alumni, faculty, or staff, for institutional assessment, customer satisfaction, or program development surveys will work with the IRE. Please, email a consultation request to irb@cu-portland.edu. You might also need to consult and gain approval of the IRB (see 1 and 2).

5. Users will not use Qualtrics for personal or commercial gain.
6. Users will not SPAM or use other forms of unsolicited mass communication in conjunction with Qualtrics. Users are encouraged to use the Qualtrics built-in e-mail feature to send survey links to their participants.

7. Users recognize that the CU-Portland logo may be used only when surveys are 1) administered as part of official University business and will not be published or 2) approved research protocols that have the formal unconditional approval from our Concordia University – Portland IRB.

8. Users recognize that authorization is required for use of any copyright material or third party logo used in the survey. Please refer to the Copyright and Fair Use Policy (http://kb.cu-portland.edu/Copyright+Infringement+Policy).

9. Users understand that there is an Administrator who is responsible for oversight of their general use of Qualtrics and will monitor to ensure acceptable and responsible use of Qualtrics in accordance with university policies and ensure that students are consulting and reporting to their mentors/advisors when appropriate.

10. Users who conduct a survey for Concordia University business, assessment, or client services will inform their Administrator and other individuals as appropriate before vacating their position at Concordia University so that the resulting data and business use can be protected.

11. Users accepts his or her responsibly and liability related to his or her creation and distribution of a survey.

**Enforcement**

If you have any questions about CU-Portland Policies, please ask your Dean or one of the units listed above for more information before you agree to this Qualtrics User Agreement. Additionally, per User Agreement statement number nine above, “Users understand that there is an Administrator who is responsible for oversight of their general use of Qualtrics and will monitor to ensure acceptable and responsible use of Qualtrics in accordance with university policies and ensure that students are consulting and reporting to their mentors/advisors when appropriate.”

**Disclaimer**

Concordia University is providing the Qualtrics Survey Software for the use of the individual surveyors (the primary authors of surveys). The survey does not constitute official Concordia University approval of content or distribution. The views and opinions expressed are strictly those of the survey’s primary author. Concordia University makes no representations or warranties of any kind, expressed or implied, as to the Qualtrics Survey Software operation or the information, content or materials included. Concordia University will not be liable for any damages of any kind arising from the use of or inability to use Qualtrics Survey Software. The user expressly agrees to use Qualtrics Survey Software solely at his/her own risk. To the full extent permissible by applicable law, Concordia University does not take responsibly for the primary author's survey.