

LASSO PLATFORM TERMS OF USE

These Terms of Use (the “Terms”) govern your use of the Platform. BY CLICKING ACCEPT AND USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. THIS IS A LEGALLY BINDING AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE ALL THE NECESSARY APPROVALS FROM YOUR INSTITUTION, THAT YOUR USE OF THE PLATFORM COMPLIES WITH ALL APPLICABLE STATE AND FEDERAL LAWS AND INSTITUTIONAL POLICIES, AND THAT YOU HAVE THE REQUISITE LEGAL AUTHORITY TO BIND YOUR INSTITUTION TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS OR IF YOU DO NOT HAVE THE APPROPRIATE INSTITUTION APPROVAL AND AUTHORITY TO USE THIS PLATFORM, YOU ARE NOT AUTHORIZED TO USE THIS PLATFORM. THE FOREGOING SHALL NOT APPLY TO IOWA STATE UNIVERSITY INSTRUCTORS USING THIS PLATFORM AS PART OF THEIR EDUCATIONAL INSTRUCTION MATERIALS AT IOWA STATE UNIVERSITY.

ISU may change these Terms of the Platform at any time. If a change to these Terms is made, ISU will post the revised Terms on this website. Your continued use of the Platform after any such changes will indicate that you agree to be bound by such changes. If you or your institution do not agree with the changes, the sole remedy is to cease access and use of the Platform.

1. **Platform Description.** The Learning About STEM Student Outcomes (“LASSO”) is hosted by Iowa State University of Science and Technology on behalf of its School of Education. LASSO is an online educational tool to aid instructors and their institutions in tracking and evaluating student progress using assessments and reporting regarding student performance at institutions of higher education within the United States (the “Platform”). LASSO supports instructors by measuring their students’ success throughout their course. LASSO does this utilizing research-based assessments (RBAs). LASSO administers, scores, and analyzes RBAs at the beginning and end of an instructor’s course. Instructors then have access to personally identifiable student assessment responses and scores and reports with aggregate results. Instructors will be responsible for identifying the appropriate educational assessment for their classroom use on the Platform and for identifying and inviting students to participate in the Platform and assessment. Instructors may only invite current students in their class to use the Platform. In addition, Instructor shall be responsible for determining that any assessment coordinator added to the instructor’s class assessment is authorized to access the Platform Data.
2. **Data Description.** ISU will collect, use, and maintain the following data for the purposes providing Platform services (the “Platform Data”):
 - i. Instructor Name
 - ii. Instructor Institutional Email address
 - iii. Student Name
 - iv. Student Institutional Email address
 - v. Institution Name
 - vi. Course Name and number
 - vii. Course Information (e.g., delivery format, number of hours, etc.)
 - viii. Student Assessment Responses and Scores
3. **Data Use and Protection.**
 - a. **Use of Identifiable Platform Data.** ISU shall have a non-exclusive, royalty-free license to use the Platform Data as outlined in these Terms. ISU shall use the Platform Data only for the purpose of providing the Platform and complying with these Terms (the

“Purpose”). ISU shall hold Platform Data in confidence and not disclose Platform Data to any third party except as otherwise provided herein. These Terms do not give ISU any rights to the Platform Data except as otherwise specified in these Terms. ISU agrees to store the Platform Data with the appropriate safeguards, to ensure that only authorized persons have access to the Platform Data, and to maintain appropriate control over the Platform Data at all times. ISU may disclose Platform Data to its employees and students to carry out the Purpose provided that ISU requires such employees and students to abide by these Terms. In the event ISU becomes aware of any use or disclosure of the Platform Data not provided for by these Terms, ISU shall take appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify you of such use or disclosure promptly. If ISU is required by judicial or other governmental authority or by a subpoena or a public records request to disclose Platform Data, ISU shall promptly inform you in writing so that you may seek a protective order or take other appropriate measures. ISU will use the Platform Data for the purpose of fulfilling its duties and providing services under these Terms and for improving the Platform and services provided under these Terms. However, nothing in this section is intended to affect ISU’s right to use deidentified Platform Data as described below.

- b. **Student Records.** The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”) protects the privacy of student education records. To the extent the Platform Data includes “Educational Records,” you understand and agree that ISU will be considered an “Institution Official” and will comply with FERPA. You are providing student names and student institutional email addresses to ISU as “Directory Information.” For “Directory Information” any other “Education Records” that you provide to ISU as part of the Platform Data, you hereby represent and warrant that your institution has (a) complied with the “Directory Information” exception, which includes informing eligible students or their parents (as applicable) what information the institution deems to be “Directory Information” and giving them a reasonable opportunity to opt-out of the disclosure of such information; (b) complied with FERPA’s “Institution Official” exception by informing eligible students or their parents in your annual notification of FERPA rights that the institution defines “Institution Official” to include service providers, and defines “Legitimate Educational Interest” to include services such as the type provided by the Platform; and (c) obtained all necessary written consent to share the “Directory Information” and “Education Records” with ISU to enable ISU to provide the Platform.
- c. **Platform Data Privacy.** ISU shall maintain personally identifiable information in accordance with applicable laws and ISU’s [Electronic Privacy Policy](#), which is incorporated into these Terms by reference.
- d. **ISU Use of Deidentified Platform Data.** ISU may use deidentified Platform Data for research and educational and non-profit purposes, including making such Platform Data available to third party researchers for analysis and providing aggregate course-level equity reports to instructors where available. ISU will deidentify the Platform Data as follows:
 - i. Remove

1. Instructor Name
2. Instructor Institutional Email address
3. Student Name
4. Student Institutional Email address
5. Institution Name
6. Course Name and number

- ii. Deidentified data from an instrument will only be shared once it has at least 5 instructors in the database who have agreed to have their data shared.

ISU will make the deidentified Platform Data available to third parties through a secure file transfer system (e.g., Cybox). ISU may require third party researchers to reimburse ISU for the costs of preparation, compilation, and transfer of the deidentified Data to the third-party researchers.

In addition, ISU agrees not to attempt to reidentify deidentified Platform Data and shall require any third parties receiving the deidentified data to agree to the same. ISU intends to invite users of the Platform to permit secondary research use of Platform Data they provide. Storage and dissemination of Platform Data for secondary research will operate in accordance with an approved protocol from ISU's Institutional Review Board. ISU shall be responsible for obtaining all necessary permissions and informed consents from users prior to any research use. Although it is not anticipated at this time, should any third parties request identifiable Platform Data for research use, such use must first be approved by the third party recipient's Institutional Review Board and comply with all applicable privacy and consent requirements.

4. **Intellectual Property**

- a. **Ownership of the Platform.** These Terms do not confer title, ownership, or any other rights concerning your use of the Platform, the Platform name or logo, or ISU's name or logo, other than those set forth herein. The Platform may not be adapted, copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent of ISU.
- b. **External Links and Content.** The Platform may include links to other websites and other third party content. You acknowledge and agree that such links and third party content are provided for your convenience and do not reflect any endorsement by ISU with respect to the link or its content.
- c. **Platform Feedback.** If you provide feedback to ISU regarding the Platform, you agree that ISU is free to use the feedback without any restriction or compensation to you.

5. **Platform Termination.** You understand and agree that this Platform is made available to you at the discretion of ISU. Although ISU will endeavor to provide advance notice if it no longer intends to continue to make available the Platform, you understand and agree that ISU may cease to host the Platform at any time without notice or liability to you.

6. **Platform User Accounts.**

- a. **Creating User Account.** Each instructor using the Platform will be required to create a Platform user account. Students may create a user account to access their classroom assessments if desired, but it is not required for student participation in the Platform. As a condition of joining the Platform, each user agrees that the Platform may not be used:

- i. For any purpose or in any manner that violates any local, state, or federal law or regulation.
 - ii. In any manner that violates the rights of ISU or any third parties.
 - iii. To send any infringing, threatening, defamatory, libelous, obscene, or pornographic material.
 - iv. To distribute commercial messages, "spam," or other unsolicited communications.
 - v. In any way to bypass measures ISU may use to prevent or restrict access to the Platform.
 - b. **User Account Termination.** ISU may block, suspend or terminate a user account for any of the prohibited activities described above or any violation of these Terms. In addition, ISU may terminate any user account at any time for any reason without notice. You may request termination of your account in writing at any time upon thirty (30) days prior written notice. In the event of termination, ISU shall cease use of identifiable Platform Data and, upon your written request, destroy your identifiable Platform Data. However, ISU may still retain information as needed to provide services or support or as required, allowed by these Terms, or permitted by law.
7. **Indemnification.** To the extent allowed by law, you agree to indemnify and hold harmless ISU, its officers, employees, and agents from and against liabilities, losses, damages, claims, or causes of action, and any connected expenses that are caused, directly or indirectly, by or as a result of your use of the Platform. In no event shall ISU be liable to you, your institution, or any other party for indirect, special, or consequential damages resulting from the Platform and these Terms.
8. **NO WARRANTY.** THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ISU DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM OR ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ISU DOES NOT REPRESENT OR WARRANT THAT USE THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE PLATFORM IS TO CEASE USE OF THE PLATFORM.
9. **Limitation of Liability.**
YOU AGREE THAT ISU WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THESE TERMS, OR TO YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE PLATFORM. IN PARTICULAR, ISU WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THESE TERMS, USE OF THE PLATFORM, OR INABILITY TO USE THE PLATFORM, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EVEN IF ISU OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Miscellaneous

- a. **Subcontractors.** ISU may use third parties to perform services in support of the Platform and these Terms. ISU will require any third parties to abide by these Terms in carrying out services on behalf of ISU.
- b. **Force Majeure.** ISU is not responsible for any delay, inability or failure to access the Platform due to any cause beyond its reasonable control, including but not limited to acts of God, natural disasters, government orders, labor unrest, malfunction of user hardware or software, interruption in internet service, and unanticipated suspension or cessation of service from any underlying service provider.
- c. **Governing Law.** To the extent permitted by law, these Terms and your use of the Platform will be governed by Iowa law, without regard to its conflicts of law provisions.
- d. **Publicity.** You agree not to use the name or trademarks of ISU or the name of any ISU employees in any publicity or advertising, including endorsements, without ISU's prior written consent.
- e. **Entire Agreement.** These Terms constitute the entire agreement between you and ISU relating to your use of the Platform. There is no agency, partnership or joint venture relationship between you and ISU arising solely through the use of the Platform. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. The failure of ISU to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or condition.

11. **Platform Contact Information.** If you have questions about these Terms or the Platform, you should contact contact@lassoeducation.org.