



# ZooWise Research Participation

## Agreement for Delivery & Services

Mutual Expectations and Commitments:  
Survey System Set-Up and Ongoing Services

Effective Date of Document:

\_\_\_\_\_  
DATE

**Prepared by:**

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director@zoowise.org

**Prepared for:**

\_\_\_\_\_  
INSTITUTION NAME      COUNTRY

\_\_\_\_\_  
REPRESENTATIVE NAME

\_\_\_\_\_  
REPRESENTATIVE TITLE

\_\_\_\_\_  
REPRESENTATIVE EMAIL

Prepared in coordination with evaluation systems delivery partner

Qualia Analytics, LLC

More information at [www.qualianalytics.org](http://www.qualianalytics.org)



## 1. Parties

This Agreement sets forth expectations and commitments from the parties listed below:

**Client:** \_\_\_\_\_, with venue located at \_\_\_\_\_, \_\_\_\_\_  
INSTITUTION NAME CITY COUNTRY

**Supplier:** Qualia Analytics, Ltd located in England, United Kingdom. (Applies to institutions located in the Eurozone or United Arab Emirates)  
or  
Qualia Analytics LLC located in California, United States (Applies to institutions located in the United States, Canada, South America or Panasia)

Specific Company information is located on the ZooWise website, under **Terms and Conditions**, [Section 12.0](#).

## 2. Research/Evaluation Data Collection

Client research/evaluation in the ZooWise research project will include data collection conducted under the auspices of the Client organization. Qualia Analytics is hereby indemnified from all liabilities associated with data collection-related activities managed by the Client or conducted on the Client's behalf.

## 3. Scope of Delivery & Services

The **Scope of Delivery & Services ("Scope")** for participation in the ZooWise research project is covered in the project proposal, which you will have received prior to or alongside this contract (in most cases). Please refer to this proposal or to the version publicly available at the following location:

<https://www.zoowise.org/en/proposal>

The Supplier hereby agrees to perform the services described in the attached **Scope of Delivery**, under the contract established herein by authorization from qualified representatives of both parties.

1. Introduction
2. Objectives
3. Features
4. Survey System
5. Methods
6. Timeline
7. Costs
8. Acceptance

## 4. Collaborative Expectations

Client hereby acknowledges and understands that collaboration between parties may be required for delivery of services, as outlined within the **Scope**. This includes, but is not limited to, agreement that:

- (a) Reasonable and timely assistance may be required for survey design, development and maintenance, involving initial development and/or ongoing quality assurance of the survey forms (e.g., questions and response options) and/or any client hosted servers or websites, on which the survey may be administered;<sup>1</sup>

(b) Measurement objectives may be required for evaluation effectiveness, by which Client may offer to Supplier representatives, consultants or technical/system administrators, which will remain confidential between parties, or made publicly known at the sole discretion of the Client;

(c) Client may be required to communicate any relevant information and/or data that might negatively affect service delivery, technical administration or the Client's services delivery outcomes, if such information were otherwise retained by the Client;

(d) Translations required to implement ZooWise in the Client's local context will be provided by the Client, unless explicitly agreed otherwise with the Supplier.

(e) Facilitating services delivery, technical administration, and/or ongoing services may require time from Client's staff, employees and/or sub-contractors to support in the following **Scope** commitments:

- i. Support on survey design, implementation of Survey System within the Client's institutional and/or technical infrastructure;
- ii. Offer reasonable feedback on aspects of **Scope** that would provide value to Client, such as pilot testing and/or quality assurance checks;
- iii. Involvement in understanding research findings that result from the data collection activities within the ZooWise project **Scope**;

The Client understands that delays in providing information and support will result in delays to the planned project delivery / completion dates.

Finally, the Client agrees to liaise with project stakeholders with intent to positively benefit from this research project, community engagement, and research findings. Project stakeholders may include the ZooWise project team, ZooWise Project Advisors, Qualia Analytics, and other participating institutions.

## 5. Project Costs & Payment of Fees

Costs are as specified in the final version of the Proposal agreed by the Client and Supplier. The cost structure can be referenced through the ZooWise website, which is publicly available at the following URL:

<https://www.zoowise.org/costs>

The research and technical services provided by the Supplier include support for automated data collection, data storage, and summary statistics analysis provided on the Qualia Analytics Dashboard.

**Payment Schedule and Ending Services:** Supplier will submit an invoice to the Client to claim for the delivery, implementation and ongoing services. Client agrees to pay such invoices in accordance with its usual payment terms.

- Automatic renewal will be the default practice for this project to avoid interruption in service.
- Normally, at least one month's advance notice will be expected from the Client if it wishes to discontinue participation (This can be waived by the Supplier at its discretion).
- If the Client opts for an annual advance payment schedule, it will be entitled to a pro rata refund for unused months in the year if it withdraws from participation before the end of the 12 month period. However, a \$600 (USD) administration fee (per participating institution withdrawing) will be deducted from the amount to be refunded.
- Detailed information for billing will be provided separately.

## 6. Terms and Conditions

Supplier services shall be furnished in accordance with the **Terms and Conditions of Use** for the ZooWise project. These terms are incorporated herein by this reference, which are provided at the time of this agreement on the ZooWise project website at the following publicly available URL:

<https://www.zoowise.org/terms-conditions>

Therefore, this agreement makes reference specifically to provide assurances, mutual expectations, and terms that allow the legal enactment of the **Scope of Delivery and Services**.

1. Fees and Payments
2. Privacy
3. Your Content
4. Qualia Analytics IP
5. User Content
6. Account Management
7. User Requirements
8. Acceptable Uses
9. Termination of Services
10. Changes and Updates
11. Limitations of Liability
12. Contracting Entity
13. Other Terms
14. Terms for Other Countries

## 7. Research Participation

Client agrees to take full responsibility for ensuring alignment with good ethics regarding data collection practices that involve recruitment of research participants and its handling of data (e.g. see <http://www.apa.org/monitor/jan03/principles.aspx>). Furthermore, the Client agrees to uphold the promises made to respondents about how their data will be used (e.g. not passing details to unrelated third parties or using for marketing).

Data gathered through the ZooWise system and methods by the Client or on their behalf will be owned by the Client, with the Supplier and ZooWise project given full license to use that data in the manner specified on the ZooWise website, within the **Scope** (defined within the proposal) and **Terms and Conditions**. The primary use of institutional data by Supplier will be for aggregate levels of analysis and reporting (through, for example, academic publication, white papers, or institution level recommendations) to advance the ZooWise project mission and objectives, as specified within the aforementioned supporting documents.

## 8. Disclaimers & Limitation of Liability

**Insurance.** Both parties agree that the Supplier is responsible for its own insurance arrangements. Supplier agrees to maintain (a) professional indemnity and (b) general liability insurance coverage with reputable insurers for the duration of this Agreement.

Please reference information regarding Disclaimers and Limitations of Liability, located in the **Terms and Conditions**, [Section 11](#)).

## 9. Relationship between parties

Both parties intend through this agreement that the Supplier:

- (a) will perform Services herein specified in the **Scope of Delivery**,
- (b) shall act as an independent contractor and shall have control of its work and the manner in which it is performed (Please reference information located in the Terms and Conditions, [Section 13.3](#)).
- (c) shall be free to contract for similar services to be performed for others while under contract with the Client.
- (d) is **not** to be considered an agent or employee of the Client and is therefore **not** entitled to participate in any pension plans, worker's compensation insurance, or similar benefits that Client provides for its employees.

## 10. Communication with Press or other Media

Client agrees that communication with press concerning its involvement in the ZooWise research project, and project findings, will be only done in consultation with ZooWise representatives.

The Supplier will only publicise empirical results from the Client's data at an aggregate level of data analysis (that is, including multiple institutions so the results from the Client's data alone are not readily identifiable). The Supplier agrees not to publicise any results at the level of individual Client institutions without the explicit consent of a representative of the Client. However, the Supplier reserves the right to publicise the names of the participating institutions at its discretion.

## 11. Data Security & Privacy

**Security.** Survey data collected will be compliant with United States policy and European Union Safe Harbor regulations and where internal security ensures that a third party never accesses an individual's account without clear verbal or written permission to address technical support issues. The online system selected for this project requires a simple internet connection and web browser for use. Data entry and dashboard views are possible through smartphone technology, tablets or desktop computers. There are no other dependencies necessary for retrieving or displaying the data.

**Privacy.** Both parties agree to adequately maintain privacy of research participants and protect their confidentiality, and follow sensitive data collection practices and ensure participants know they do not have to answer questions about aspects of their lives they find too private. Client agrees that sensitive data identifying personal details will need to be removed before it is visible externally, unless written consent is provided by the research participant. Please reference the privacy policy located at <https://www.zoowise.org/privacy-policy>, which are incorporated herein.

## 12. Jurisdiction & Venue

This Agreement will be construed and enforced in accordance with, and governed by local laws within the Client's venue (indicated above by the City and Country where Investigation will take place) for issues arising out of normal use and reasonable concern.

Whereas, any legal dispute or clarification, which by nature involve claims against Suppliers professional indemnity or general liability insurance, will in these cases be governed exclusively by the laws of the State of California (without regard to its conflict of laws provisions). The Client hereby

consents to this stipulation to change venue and court jurisdiction and mutually agree to honor this provision.

### 13. Delays and Extensions

The Supplier will be granted time extensions for delays beyond Supplier's control. Extensions will be equal to the length of the delay or as agreed by the Client and Supplier. In such event that the Client is responsible for such delays, compensation as set forth in the **Scope of Delivery** shall **not** be subject to renegotiation.

### 14. Termination of Agreement

Please reference information located in the **Terms and Conditions**, [Section 9.0](#)).

### 15. Entire Agreement

The ("Client") hereby agrees to contract with **Qualia Analytics** ("Supplier") to receive the professional and technical services outlined in the ZooWise Project Proposal **Scope** for institutional participation in the ZooWise global research project.

**Voluntary Execution of Agreement.** Both parties recognize that this Agreement is being entered voluntarily and without undue influence by either Party. Both Parties acknowledge that they:

- Have read this Agreement;
- Have been represented, or, in the alternative, have had the opportunity to obtain representation;
- Have prepared, negotiated, and executed this Agreement by their own choice;
- Understand the terms and consequences of this Agreement and of the releases it contains, and;
- Are aware of the legal effect of this Agreement.

**Effective Date.** The effective date of this Agreement is \_\_\_\_\_ and it shall extend as provided for within the **Terms and Conditions** affecting this Agreement.

**Counterparts/Electronic Signatures.** For purposes of this Agreement, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

### 16. Representation

This agreement (the "Agreement") is entered into between the qualified representatives of Client and Supplier, indicated below:

## Client

Institution Name:

## Authorizing Signature

Please indicate that you accept the proposal as outlined in this document:

NAME

TITLE/POSITION

SIGNATURE

EMAIL

DATE

I have the authority to commit the institution I represent to the specified agreements herein.

## Supplier

Institution Name: Qualia Analytics (Ltd or LLC, respectively)

## Authorizing Signature

Please indicate that you accept the proposal as outlined in this document:

Miguel Vieyra

Global ZooWise Director

NAME

TITLE/POSITION



SIGNATURE

director@zoowise.org

EMAIL

DATE

I have the authority to commit the institution I represent to the specified agreements herein.

Please e-mail your signed copy of this contract to:

[director@zoowise.org](mailto:director@zoowise.org)

Address:

Miguel Vieyra, ZooWise Global Director