



Removing the stress from collecting and visualizing career outcomes data

Enhancing Your First Destinations Survey Using Social Media Data

Terms and Conditions

Summary:

This service locates social media profiles of university graduates and then identifies career outcomes information posted on those profiles. Both automated and manual processes are utilized to identify social media profiles and then each profile is manually viewed by our staff. We return to you your list of graduates, information on their first destination, and the URLs of the social media profiles that we located so that you may verify the information if desired. Social media profiles are typically found on 70% of the graduates and first destinations on 20%-40% of the graduates. The cost is \$3.40 per first destination found with a minimum cost of \$150 per dataset.

Terms and Conditions:

By submitting graduate data to Education Programs Support Services, LLC of Georgetown, Texas (doing business as COutcomes) the client agrees to the following terms and conditions.

COutcomes agrees to assist the client in providing career outcomes data for the client's graduates through information found on social media. Through an automated and manual process COutcomes will work to identify social media profiles of the client's graduates and collect information on their first destination after graduation from these profiles.

1. **Career Outcomes:** Unless another definition has been negotiated prior to the beginning of the work, career outcomes data is defined as the following:
 - a. Any post-graduation employment, continuing education, or participation in a service project.
 - b. If multiple destinations are located, EPSS staff will use their best judgement to identify which outcome is the individual's primary activity.
 - c. If there are multiple outcomes identified and the first post-graduation outcome appears to be transitional and a second outcome is available within six months of graduation, the second outcome will be reported.
 - d. In the case that the individual indicates that they have graduated and that they are seeking employment or are seeking continuing education, an outcome of seeking employment or will continue education will be reported.
 - e. If the individual posts full-time employment in a field related to their major that begins no more than two months prior to graduation, the pre-graduation full-time employment will be reported as their career outcome.
2. **Prior Searches:** The client confirms that it has not previously conducted searches for social media profiles of the graduates that it is providing to COutcomes.



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3. **Data:** The following terms and conditions apply to all data received by COutcomes from any source.
- a. **Data Set:** COutcomes will search for first destinations data on the list of graduates that the client provides. For bachelor's, master's and doctorate degrees, individuals must be at least 4 months post-graduation. For associate degrees and other pre-bachelor's programs, individuals must be at least 9 months post-graduation. At a minimum, the client must provide each graduate's first name, last name, major, degree level received, and date/term of graduation. Individuals included in the data set that do not meet this minimum time from graduation or data point requirements will not be included in the search results.
 - b. **Accuracy:** COutcomes guarantees that it will accurately collect first destinations data located on graduates' social media profiles to the best of its ability. COutcomes does not guarantee that the information provided on the social media profiles will be accurate.
 - c. **Collection:** COutcomes will only collect data necessary to fulfill its duties as outlined in this agreement.
 - d. **Use:** COutcomes will use data only for the purpose of fulfilling its duties and providing services under this agreement, and for improving services under this agreement.
 - e. **Mining:** COutcomes is prohibited from mining data for any purposes other than those agreed to by the parties. Datamining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
 - f. **Sharing:** COutcomes may engage one or more subcontractors to perform services under this agreement. COutcomes agrees to share the names of these subcontractors with the client upon request. All subcontractors and successor entities of COutcomes will be subject to the terms of this agreement, including without limitation the terms regarding confidentiality.
 - g. **Transfer or Destruction:** COutcomes will ensure that all client data in its possession, or in the possession of any subcontractors or agents to which COutcomes may have transferred data, is either fully anonymized or destroyed when it is no longer needed for its specified purpose under this agreement. At a minimum, anonymization will involve the removal of all personally identifiable information from the data set, including but not limited to names, emails, phone numbers, university IDs, addresses (street numbers and street names), and social media profiles.
 - h. **Security:** COutcomes certifies that it meets or exceeds the data security practices as defined by the United States Department of Education Privacy Technical Assistance Center Data Security Checklist dated July 2015. COutcomes will store and process data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure data from unauthorized access, disclosure, and use. COutcomes conducts periodic risk assessments and remediates any identified security vulnerabilities in a timely manner. COutcomes has a written incident response plan, to include prompt notification of their clients



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in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

- i. **Ownership:** All data provided by the client and collected on its behalf remain the sole property of the client. COutcomes reserves the right to use the data, at its sole discretion, in an aggregate, non-personally identifiable, non-client identifiable basis, for the sole purpose of improving its systems and products.
4. **Modification of Terms of Service:** For the data provided to COutcomes under the terms of this agreement COutcomes will not change how data is collected, used, or shared in any way without advance notice to and consent from the client.
5. **Intellectual Property:** Title, copyright, and intellectual property rights to the system remain exclusively with COutcomes with no transfer to the client.
6. **Use of Client Logos:** By working with COutcomes, the Client grants COutcomes the right to use their logo in client lists for marketing purposes, including on the website, printed materials, and other promotional content. The Client may request removal of their logo in writing, but COutcomes may retain logos in archived materials.
7. **Payment:** The client agrees to compensate COutcomes \$3.40 for each first destination that COutcomes identifies for individuals receiving bachelors, masters, or doctorate degrees and \$6.50 for each first destinations identified for associate degrees or other pre-bachelor's programs. With a minimum charge of \$150 per dataset submitted. Upon delivery of the search results to the client, COutcomes will deliver an invoice for payment. The client agrees to remit payment on this invoice via check or credit card at the client's earliest convenience and within no more than 30 days. COutcomes reserves the right to charge a late fee on overdue invoices in accordance with Texas law.
8. **Limitation of Liability**
 - a. Both parties agree to indemnify and hold harmless the other and their officers, directors, employees, agents and subcontractors against all damages and costs arising out of or in connection with (i) their breach of any obligation under this Agreement, or (ii) the failure of COutcomes to safeguard personally identifiable data as described in paragraph 6(b) below.
 - b. COutcomes accepts responsibility and all liability related to the safekeeping of the personally identifiable data that the client delivers to COutcomes while such data resides on its systems.
9. **FERPA Provisions:** In addition to any other confidentiality restriction contained herein, COutcomes acknowledges that client has designated COutcomes as a "School Official" with a "legitimate educational interest" (as those terms are used in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations ("FERPA")) in any data that COutcomes receives and that FERPA protects. COutcomes agrees that, notwithstanding any other provision herein, with respect to all data that is protected by FERPA and that COutcomes accesses, receives, stores, or controls,



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COutcomes will comply with all obligations that FERPA imposes on a School Official. COutcomes will use such data only for the purpose of fulfilling its duties under this agreement or as required by applicable law. COutcomes will not share such data with or disclose it to any third party except as permitted by FERPA and authorized in writing by Customer. By way of illustration and not of limitation, COutcomes will not use such data for COutcomes's own benefit except as permitted in paragraph 1(i) above and, in particular, will not engage in the sale of data regarding client's employees, affiliates, or students.

10. **Termination:** This agreement may be terminated by either party at any time (i) if the other party fails to comply with any of the terms of this agreement, or (ii) if a party gives written notice of termination to the other party. Upon termination of this agreement all client data will be returned to the client subject to the "Data" section of this agreement.
11. **Force Majeure:** COutcomes will be free of liability to the client where COutcomes is prevented from executing its obligations under this agreement in whole or part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where COutcomes has taken any and all appropriate actions to mitigate such an event.
12. **Governing Law:** This agreement shall be governed and interpreted by the laws of the State of Texas.

Date

Date

Mark Fischer, Technical Director
Education Programs Support Services
DBA: COutcomes