

**Enhancing Your First Destinations Survey Using Social Media Data Service  
Terms and Conditions**

**Summary:**

This service locates social media profiles of university graduates and then identifies career outcomes information posted on those profiles. Both an automated and manual process is 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. We typically find social media profiles on 57% of the graduates and first destinations on 20%-40% of the graduates. The cost is \$3.30 per first destination found.

**Terms and Conditions:**

By submitting graduate data to Education Programs Support Services, LLC the client agrees to the following terms and conditions.

Education Programs Support Services, LLC (EPSS) of Georgetown, Texas agrees to assist the client in providing career outcomes data for the client's graduates though information found on social media. Though an automated and manual process EPSS 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. **Data:** The following terms and conditions apply to all data received by EPSS from any source.
  - a. **Data Set:** EPSS will search for first destinations data on the list of graduates that the client provides. For bachelors, masters and doctorate degrees, individuals must be at least 4 months post-graduation. For associate degrees and other pre-bachelors programs, individuals must be at least 9 months post-graduation. Individuals included in the data set that do not meet this minimum time from graduation, will not be included in the search results.
  - b. **Accuracy:** EPSS guarantees that it will accurately collect first destinations data located on graduates' social media profiles to the best of its ability. EPSS does not guarantee that the information provided on the social media profiles will be accurate.
  - c. **Collection:** EPSS will only collect data necessary to fulfill its duties as outlined in this agreement.
  - d. **Use:** EPSS 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:** EPSS is prohibited from mining data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
  - f. **Sharing:** EPSS may engage one or more subcontractors to perform services under this agreement. EPSS agrees to share the names of these subcontractors with the client upon request. All subcontractors and successor entities of EPSS will be subject to the terms of this agreement.
  - g. **Transfer or Destruction:** EPSS will ensure that all data in its possession and in the possession of any subcontractors, or agents to which EPSS may have transferred data, are destroyed or transferred to the client when the data is no longer needed for their specified purpose.



- h. **Security:** EPSS 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. EPSS 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. EPSS conducts periodic risk assessments and remediates any identified security vulnerabilities in a timely manner. EPSS has a written incident response plan, to include prompt notification of their clients 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. EPSS reserves the right to use the data, at its sole discretion, in an aggregate, non-personally identifiable, non-client identifiable basis.
- 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 EPSS.
- 3. **Modification of Terms of Service:** For the data provided to EPSS under the terms of this agreement EPSS will not change how data is collected, used, or shared in any way without advance notice to and consent from the client.
- 4. **Intellectual Property:** Title, copyright, and intellectual property rights to the system remain exclusively with EPSS with no transfer to the client.
- 5. **Payment:** The client agrees to compensate EPSS \$3.30 for each first destination that EPSS identifies for individuals receiving bachelors, masters, or doctorate degrees and \$6.50 for each first destinations identified for associate degrees or other pre-bachelors programs. Upon delivery of the search results to the client, EPSS will also 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. EPSS reserves the right to charge a late fee on overdue invoices in accordance with Texas law.
- 6. **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 the use of the system.
  - b. EPSS accepts responsibility and all liability related to the safekeeping of the personally identifiable data that the client delivers to EPSS while such data resides on its systems.
- 7. **Termination:** This agreement may be terminated by either party at any time if the other party fails to comply with any of the terms of this agreement. Upon termination of this agreement all client data will be returned to the client subject to the "Data" section of this agreement.
- 8. **Force Majeure:** EPSS will be free of liability to the client where EPSS 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 EPSS has taken any and all appropriate actions to mitigate such an event.
- 9. **Governing Law:** This agreement shall be governed and interpreted by the laws of the State of Texas.
- 10. **Other Contracting Terms:** This agreement and its terms and conditions will be incorporated into the client's standard contracting terms and conditions. If this agreement is in conflict with the client's standard contracting terms and conditions, this document takes precedence.