

Client Agreement & Registration

This agreement between the YouthTruth, a project of the Center for Effective Philanthropy, Inc., (“CEP”) and the client organization (“Client”) confirms your participation and agreement to the below terms.

Contact Information

Organization Name:

Main Contact Name:

Main Contact Title:

Billing Contact:

Billing Contact Email:

Billing Address:

Main Contact Phone:

Main Contact Email:

Billing Contact Phone:

Payment & Timing

Total Annual Cost (to be completed by YouthTruth):

3-Year Package: Yes No Notes:

Select survey window for years

Oct 4 - Oct 29

Nov 1 - Nov 19

Nov 29 - Dec 23

Jan 3 - Jan 28

Jan 31 - Feb 25

Feb 28 - Mar 25

Apr 4 - Apr 29

May 2 - May 22

May 3 - May 21

June or other custom window (additional fee):

Products & Services

1. Choose survey type and enter number of schools

Student Survey

High School(s)

Middle School(s)

Elementary School(s) (3rd grade up)

Selected Additional Topic(s) and notes*:

2. Add other stakeholder surveys and enter number of schools

Staff Survey

High School(s)

Middle School(s)

Elementary School(s)

Family Survey

High School(s)

Middle School(s)

Elementary School(s)

Selected Additional Topic(s) and notes*:

3. Add Advisory Services

Selected Advisory Services and notes*:

* For a full list of Additional Topics and Advisory Services, please visit youthtruthsurvey.org/products-services.

Special Customization (to be completed by YouthTruth)

Custom Questions

Custom Analysis

Data Files

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org

Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. CEP presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at youthtruthsurvey.org/parentalconsent) that clients are welcome to edit for their own purposes.

Confidentiality

CEP will not reveal any survey data about, nor attribute any data to, the client's district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client's expressed permission. CEP will not report findings for subgroups comprised of less than five students in any Youth-Truth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. CEP has a process in place to flag and communicate concerning comments to the client, and may disclose otherwise confidential responses where the responses contain allegations of abuse or explicit threats of harm to the student or others. CEP may cite your district/network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite CEP as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use. The client agrees that it has the right to provide staff contact information for CEP's use in administering the survey.

Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, CEP shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. CEP and its research partners may use the client's survey data in comparative datasets for products we may produce in future years or in research reports. CEP reserves the right to test a limited number of questions in our surveys.

Invoicing

The billing contact will be invoiced 30 days prior to survey administration, with payment due in full within 30 days. Invoices will be generated from and payment must be made to the Center for Effective Philanthropy.

Signed for The Center for Effective Philanthropy

X 

Jen Vorse Wilka
Executive Director, YouthTruth

Date:

Legal Obligation

CEP is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client's state. Unless CEP is not permitted by law to disclose the fact or content of the subpoena or legal process, CEP will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform CEP of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of the Commonwealth of Massachusetts excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. The client agrees that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to CEP for the services described in this agreement. CEP provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.

Multi-Year and Pre-Post Surveying Discount

For multi-year packages or agreements covering multiple rounds of surveying in a single year, a separate invoice will be sent thirty (30) days prior to each round of surveying, with payment due in full within thirty (30) days. For multi-year agreements, a multi-year package discount ("Multi-Year Discount") is applied. Such Multi-Year Discount is applicable only if the Client satisfies all requirements and responsibilities of the agreement, including, but not limited to, Client's participation in the entirety of the multi-year agreement term. If, for any reason, the client fails to fulfill its contractual requirements and responsibilities, or otherwise elects to discontinue participation in the multi-year agreement prior to the end of the agreement term, the Multi-Year Discount shall be reversed, the Client shall be subject to forfeiting any amount(s) received under the Multi-Year Discount, and the balance shall be invoiced, with payment due in full within thirty (30) days.

Signed for Client Organization

X _____

Name:

Title:

Date:

Please submit school information and contacts via the School Information Form available at youthtruthsurvey.org/get-started

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org