

DASL Terms and Conditions

Data and Analysis for School Leadership (DASL) is available for Schools and their authorized users to view data through its versatile "Benchmarking" features.

DASL Rules, Restrictions, and Policies

These DASL School Terms and Conditions govern conduct and use of DASL by Schools and their authorized users. Schools and their authorized users shall follow all of the rules, restrictions, guidelines, and policies provided in the DASL School Terms and Conditions, as may be modified from time to time by NAIS, by posting modified DASL School Terms and Conditions on this page or, if we determine that it is appropriate, by giving you additional notice of the changes. Continued use of DASL after we have posted amended DASL School Terms and Conditions indicates agreement and assent to any changes.

By checking the agree checkbox during data entry or by accessing the DASL page and using its services, you agree that you have read and agree to these Terms and Conditions and that you have the authority to do so.

Other Terms and Conditions Governing This Agreement

These DASL School Terms and Conditions supplement and incorporate any other rules, regulations, guidelines, instructions or policies provided through DASL and the main NAIS site "Our Site." To the extent that these DASL School Terms and Conditions conflict with any other rules, regulations, guidelines, or policies provided by NAIS, the DASL School Terms and Conditions herein shall control. If you have any questions about the DASL School Terms and Conditions, please contact t DASLhelp@nais.org.

Benchmarking and Other Data Use

Within certain limitations discussed below and subject to the Antitrust Policy, Schools and their authorized users can enter their data into DASL during data entry season and then run comparison reports. .

DASL is available only for the proper internal, informational, , educational, and noncommercial use of Schools and their authorized users, and should not be used for any other purpose. DASL data is not available for personal use and cannot be used as part of any effort to rank schools, to market schools, or cause deliberate harm to individual schools, the NAIS membership, or independent education.

Antitrust Policy

Schools and their authorized users are prohibited from using DASL data in ways that would violate federal or state antitrust laws. Schools and their authorized users are prohibited from using DASL data to facilitate an express or implied agreement between themselves and other schools.

Schools and their authorized users may also run comparison reports in DASL. For commercially sensitive categories related to salary and compensation, tuition and fees, financial aid, and elements of financial operations, DASL will not display or permit the download of reports that list schools and their data individually and will report historic data in the aggregate only.

User Access and Confidentiality/Anonymity

Schools may provide staff and trustees with access to DASL (“authorized users”). Authorized users are assigned access privileges according to their roles within the School. Because each password has different privileges, the use of these passwords should be limited to the assigned user. Schools are responsible for ensuring that usernames and passwords are not shared or accessed by non-authorized third parties. If usernames and passwords are shared or accessed by a non-authorized third party, NAIS reserves the right, in its sole discretion, to restrict or terminate School or authorized user access to DASL.

The head of school and business manager automatically have access to all data categories in DASL. Additional authorized users have access to most data categories, except for categories related to salaries and compensation. The head of school or business manager can grant individuals on their team access to the categories related to salary and compensation using permissions tools in DASL. All users are subject to the Antitrust Policy regarding the display and download of reports as listed above.

You acknowledge that data confidentiality and the anonymous reporting of certain data is intended to protect participating schools and support legal compliance. School Users and their authorized staff shall not take or encourage any actions intended to breach the confidentiality and anonymity of the data.

System and Data Security

You consent to and authorizes NAIS, in accordance with applicable law(s), to monitor, control, record, intercept, capture the full network traffic, and otherwise inspect or investigate all user access of DASL or DASL data. For clarity, and without limiting the foregoing, this consent and authorization extends to the School and their authorized users' use and access of all files, usage logs, content and any communications in or through DASL, and all other DASL activity of the School, its authorized users, or users (authorized or not) connected to its account. NAIS may, in NAIS's sole discretion, restrict access to and use of DASL and delete, remove, or disable any content or action that is unauthorized, in violation of these DASL Terms or Conditions, or is deemed a data security risk. You acknowledge and agree that you shall not have any expectation of privacy as to your use and access of DASL and acknowledge that NAIS has authority for full control and monitoring of all such use or access.

Intellectual Property and Data Sharing

Data and information entered into DASL are the property of NAIS and may be used by NAIS and NAIS-authorized users of the DASL system to develop and /or publish statistical and other reports on this information. Statistical reports will be available as national, regional, local, or customized aggregations of data for comparative groups of schools.

DASL, its program, surveys, system, and resultant data in whatever form are the intellectual property of NAIS. Schools and their authorized users participating in DASL are granted a limited, non-exclusive, revocable, non-assignable, non-transferable license to access DASL and use DASL data as outlined in these DASL School Terms and Conditions.



Schools and their authorized users shall appropriately credit products (i.e. presentations, reports, etc.) created from DASL using the phrase, “generated with the support of NAIS DASL.” NAIS grants Schools and their authorized users a non exclusive, revocable, non-transferable, non-sublicensable license to utilize the NAIS and DASL logo on any such products.

Based on the NAIS-NBOA Data Collection Collaboration, certain information entered into the DASL system by members of the National Business Officers Association (NBOA) regarding financial operations and other select data points from other categories will be also be shared into NBOA’s reporting system BIIS through an API. NBOA may use this data in any NBOA products or resources and as outlined in any applicable BIIS intellectual property, data rules, and terms and conditions.

Based on the NAIS-CASE Data Collection, certain information entered into the DASL system by members of the Council for Advancement and Support of Education (CASE) regarding advancement and other select data points from other categories are shared into CASE Systems through an API. CASE may use this data in CASE products or resources subject to their terms and conditions, data rules, and intellectual property provisions.

Breach of these Terms and Conditions

Any actions taken through benchmarking or other use of DASL that result in a breach of confidentiality, a potential violation of antitrust laws, or a breach these DASL School Terms and Conditions as may be modified from time to time, may result in immediate revocation of the School or their authorized users’ access to DASL or other consequences at the sole discretion of NAIS. Schools or authorized users that become aware of such inappropriate use or results shall contact NAIS.

Warranty and Release of Liability

NAIS does not warrant or guarantee the accuracy of any of the information found in DASL, nor does it warrant or guarantee that the resultant information or reports is appropriate for any particular user or purpose, including building a rebuttable presumption to the Internal Revenue Service's intermediate sanctions regulations in any particular circumstance. NAIS is not responsible and School hereby releases NAIS of any liability resulting from errors or inaccuracies in the data or the proper or improper use or operation of this site by the Association User, its authorized staff members, agents, employees, or other entities or persons associated with the Association whether or not they are an authorized user.

Indemnification

School agree to defend, indemnify and hold NAIS harmless from and against any and all claims, demands or causes of action of third parties and liabilities, judgments, penalties, losses, costs, damages and expenses resulting directly therefrom, including reasonable attorneys' fees, arising by reason of or in connection with any act or omission pursuant to its use of DASL or breach of this Agreement or applicable NAIS policies by the School, its authorized users, agents, employees, or other individual or entity associated with the School whether or not they are an authorized user.

Choice of Law

These DASL School Terms and Conditions are governed by the laws of the District of Columbia applicable to agreements made and completely performed there. You irrevocably agree to bring any claim or dispute relating to your use of DASL and these DASL School Terms and Conditions exclusively in the state and federal courts located in the District of Columbia, to submit to the exclusive jurisdiction of those courts, and to waive any jurisdictional, venue or inconvenient forum objections to such courts. If a court determines that any provision of these DASL School Terms and Conditions is unenforceable for any reason, then that provision will be deleted and the remaining provisions will be enforceable to fullest extent permitted by law.