

Licence to use

**Bristol Online Surveys (BOS)**

([www.survey.bris.ac.uk](http://www.survey.bris.ac.uk))

- (1) University of Bristol
- (2) Poppleton University

Dated: 1-Jan-2009

**This Agreement** is made the 1-JAN-2009

**Between:**

- (1) The University of Bristol of Senate House, Tyndall Avenue, Bristol BS8 1TH ("**Bristol**");
- (2) **Poppleton University - Full legal address ("the Licensee")**;

**Background:**

- (A) The Institute for Learning and Research Technology, a department within the University of Bristol has developed a web-based software package that can be used to create on-line surveys.
- (B) This package is known as BOS (Bristol On-line Surveys).
- (C) The Licensee wishes to develop on-line surveys using BOS.
- (D) In consideration of the fee to be paid under this agreement the University of Bristol is willing to enter into a Licensing Agreement with the Licensee regarding BOS.

**It is agreed** as follows:

**1. Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

<b>"this Agreement"</b>	this Agreement (including any schedule or annexure to it and any document in agreed form);
<b>"Agreement Date"</b>	date on which this agreement is signed;
<b>"BOS"</b>	the copyright material and other intellectual property and services to be supplied under this Agreement, as detailed in Appendix 1 of this Agreement or in supplements to Appendix 1 agreed by the parties from time to time;
<b>"Bristol Server"</b>	the University of Bristol computer server which hosts the BOS application;
<b>"CROS"</b>	Careers in Research Online Survey;
<b>"Data"</b>	means all data, information, text, drawings, diagrams, images or sound embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to Bristol by the Licensee pursuant to this

Appendix C – CROS Collaborative Agreement, Example BOS licence

	Agreement, or which Bristol is required to generate under this Agreement;
<b>“Data Controller”</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Data Processor”</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“Data Protection Legislation”</b>	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>“Data Subject”</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>“End User”</b>	any person who accesses, uses or participates in a Survey via the Websites;
<b>“the Intellectual Property”</b>	patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions, and rights under licences and consents, which now or in the future may subsist;
<b>“the Intellectual Property Rights”</b>	all Intellectual Property relating to BOS and any improvements and to the Surveys;
<b>“the Licence”</b>	the licence granted by the University pursuant to clause 2;
<b>“Licence Fee”</b>	the payment as set out in clause 5;

<b>"Personal Data"</b>	shall have the same meaning as set out in the Data Protection Act 1998;
<b>"Renewal Fee"</b>	the fee payable annually to renew the Licence as set out in clause 5;
<b>"Surveys"</b>	any permitted on-line survey produced by the Licensee through BOS;
<b>"Websites"</b>	any website under the governing control of the Licensee or other website which gives End Users access to the Surveys.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
  - (i) any party includes its successors in title and permitted assigns;
  - (ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (c) the headings are for convenience only and shall not affect the interpretation of this Agreement.

## **2. Licence for use**

- 2.1 In consideration of the payment of the Licence Fee Bristol grants the Licensee a non-exclusive license to use BOS to create, deploy and analyse an unlimited number of Surveys to employees, sub-contractors and agents of the Licensee and to any other third parties.
- 2.2 The Licensee shall not have the right to sub-license any of the rights granted under this Agreement to any third party, including agents or sub-contractors of the Licensee.
- 2.3 The Licensee shall not have the right to alter, modify, adapt, translate, improve or develop the whole or any part of BOS in any way and shall not be permitted to decompile, disassemble or reverse engineer BOS for any purpose subject to clause 2.4.
- 2.4 Except to the extent and in the circumstances expressly required to be permitted by law, the Licensee shall not permit the whole or any part of the BOS to be combined with or become incorporated in any other computer programs.
- 2.5 The Licensee shall not be permitted to issue surveys which replicate or compete in any manner with CROS, details of which are available

at <http://www.cros.ac.uk/> or by contacting [survey-help@bristol.ac.uk](mailto:survey-help@bristol.ac.uk).

### **3. Service hosting**

- 3.1 Bristol will provide a full hosting service for BOS with all data being securely backed-up on a regular basis in accord with good practice. The Licensee will not be required to provide any technical set-up or maintenance work.
- 3.2 Bristol makes no guarantee concerning the availability of BOS but will make reasonable efforts to ensure that End Users can access the Surveys at all times.
- 3.3 The Licensee shall inform Bristol at least 3 (three) weeks in advance on any plans to issue surveys to a target group of more than 10,000 (ten thousand) End Users. Bristol reserves the right to refuse to deploy such Surveys but will not do so unreasonably.

### **4. Duration of licences**

- 4.1 All licences under this Agreement shall be for a term of one year from the Agreement Date unless terminated in accordance with clause 8.
- 4.2 The licence may be renewed on an annual basis by mutual agreement but neither party shall be obliged to renew this Agreement. Bristol will notify the Licensee when renewal is due both at the start of the month when renewal is due and one month later. The terms and conditions of this Agreement shall apply to all future renewals.

### **5. Fees**

- 5.1 In consideration of the rights granted under this Agreement the Licensee shall pay Bristol £500.00 (Five hundred pounds) plus VAT, the Licence Fee, within 30 days of the Agreement Date.
- 5.2 The first Renewal Fee, which means the fee chargeable for the 12 (twelve) months following the anniversary of the Agreement Date, shall be £500.00 (Five hundred pounds) plus VAT. Bristol shall advise the Licensee of subsequent Renewal Fees on request.
- 5.3 Bristol may provide additional BOS services on request. Details of such services and the fees charged by Bristol are available at <http://www.survey.bris.ac.uk/support/sign-up-instructions>.

### **6. Support**

- 6.1 Bristol will provide telephone and email support during normal UK working hours to resolve issues relating to the technical performance of BOS. Contact details for support will be supplied to the Licensee on signature of this Agreement.
- 6.2 At the Licensee's request, Bristol may supply advice on the nature and design of the questions to be included in Surveys but shall not be obliged to do so. A fee, agreed in advance with the Licensee, may be charged for such advice.

- 6.3 Bristol will provide initial system training at Bristol offices within the Licence Fee. At the Licensee's request, Bristol may provide further training on BOS but shall not be obliged to do so. A fee will be charged for such training that will be set at Bristol's training rate prevailing at that time.

## **7. Intellectual Property**

- 7.1 Intellectual Property Rights of whatever nature in BOS are and shall remain the property of Bristol.
- 7.2 Intellectual Property Rights of whatever nature in the Surveys created by the Licensee are and shall remain the property of the Licensee.
- 7.3 Each party shall:
- (a) promptly notify the other of any infringements of BOS or the Surveys which may come to its attention; and
  - (b) provide such co-operation and information to the other as shall be reasonably necessary in connection with the restraint of unauthorised third party use, reproduction or modification of BOS or the Surveys.

## **8. Termination**

- 8.1 This Agreement shall terminate on the anniversary of the Agreement Date unless renewed by the parties in accordance with clauses 4.2 and 5.2.
- 8.2 Either party may terminate this Agreement with immediate effect on giving written notice to the other ("the defaulting party") if:
- (a) the defaulting party is in material breach of any of its obligations under this Agreement and, where the breach is capable of remedy, such breach has continued without remedy for a period of 30 days after the other party has given written notice specifying the default; or
  - (b) the defaulting party is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation (if a different legal entity) shall agree to be bound by and assume the obligations of the defaulting party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the reasonable opinion of the other party means that the defaulting party may be unable to pay its debts.

## **9. Consequences of termination**

- 9.1 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement, except that termination shall not affect the accrued rights and obligations of the parties at the date of termination (which includes the right of the Licensee to honour legal obligations properly entered into with third parties prior to termination).
- 9.2 In accordance with Bristol's data retention policy, immediately upon termination, the Licensee's BOS account shall be locked and any Surveys closed. One month after termination the Licensee's BOS account and any Surveys shall be deleted.
- 9.3 It is the Licensee's responsibility to ensure that any Survey data has been exported from BOS before the deadline notified by Bristol.
- 9.4 Up to three months after termination, the Licensee may request reinstatement of its BOS account and recovery of deleted Surveys. Bristol is under no obligation to reinstate the Licensee's BOS account and recover deleted Surveys, but if such service is provided by Bristol, the Licensee will be charged a fee agreed in advance.

## **10. Warranty and indemnity**

- 10.1 Bristol gives no warranty as to the performance of BOS.
- 10.2 Bristol warrants in respect of all jurisdictions and territories that:
- (a) it has the right to license the use of BOS for all purposes connected with this Agreement; and
  - (b) the Licensee's use of BOS in accordance with this Agreement shall not infringe any third party copyright or other intellectual property rights.

## **11. Limitation of liability**

- 11.1 Bristol shall be under no duty to remedy any defect or error in BOS identified by the Licensee and shall not be liable in any respect for such defects other than as may be required by law.
- 11.2 The Licensee acknowledges that it is the responsibility of the Licensee to ensure that BOS meets its requirements.
- 11.3 Bristol shall have no liability with respect to the content of the Surveys.
- 11.4 Save in respect of any liability which cannot by law be excluded or limited, neither party shall be liable to the other party for any indirect loss sustained by the other howsoever arising as a result of acts or omissions by the defaulting party.

- 11.5 For the purposes of this clause 11, "indirect loss" includes loss of profit, loss of commercial opportunity and loss of turnover

**12. Assignment/sub-contracting**

- 12.1 Neither party shall be entitled to assign or sub-contract its rights or obligations under this Agreement without the prior consent of the other party, such consent not to be unreasonably withheld.

**13. Data Protection requirements**

- 13.1 The Licensee and Bristol shall observe their obligations under the Data Protection Legislation. With respect to the parties' rights and obligations under this Agreement, the parties agree that the Licensee is the Data Controller and that Bristol is the Data Processor.

- 13.2 If the Licensee has not applied data transfer encryption to its BOS account (guidelines for which are given at Appendix 1, section 1), the Licensee shall notify Bristol in advance of deploying any Surveys that ask End Users for Personal Data. Bristol shall then apply data transfer encryption to all Surveys issued from the Licensee's BOS account. Bristol will charge a fee for this service as detailed at: <http://www.survey.bris.ac.uk/support/sign-up-instructions>.

- 13.3 Where Bristol, pursuant to its obligations under this contract, processes Personal Data on behalf of the Licensee, it shall:

- (a) process Personal Data only in accordance with instructions from the Licensee (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Licensee to Bristol during the term of this Agreement);
- (b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the BOS and the Surveys or as is required by law or any regulatory body;
- (c) implement appropriate technological and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (d) take reasonable steps to ensure the reliability of any Bristol personnel who have access to the Personal Data;
- (e) obtain prior written consent from the Licensee in order to transfer the Personal Data to any sub-contractors or affiliates for the provision of BOS and the Surveys;

## Appendix C – CROS Collaborative Agreement, Example BOS licence

- (f) ensure that any Bristol personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 13;
- (g) ensure that none of Bristol personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Licensee;
- (h) notify the Licensee (within five working days) if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data; or
  - (ii) a complaint or request relating to the Licensee's obligations under the Data Protection Legislation;
- (i) provide the Licensee with full co-operation and assistance in relation to any complaint or request made, including by:
  - (i) providing the Licensee with full details of the complaint or request;
  - (ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Licensee's instructions;
  - (iii) providing the Licensee with any Personal Data it holds in relation to a Data subject (within the timescales required by the Licensee); and
  - (iv) providing the Licensee with any information requested by the Licensee;
- (j) permit the Licensee or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Bristol's data processing activities (and/or those of its agents, subsidiaries and sub-Contractors) and comply with all reasonable requests or directions by the Licensee to enable the Licensee to verify and/or procure that Bristol is in full compliance with its obligations under this Agreement;
- (k) provide a written description of the technical and organisational methods employed by Bristol for processing Personal Data (within the timescales required by the Licensee); and
- (l) not process Personal Data outside the European Economic Area without the prior written consent of the Licensee and, where the Licensee consents to transfer, to comply with:
  - (i) the obligations of the Data Controller under the Eight Data Protection Principle set out in Schedule 1 of the

## Appendix C – CROS Collaborative Agreement, Example BOS licence

Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and

- (ii) any reasonable instructions notified to it by the Licensee.

13.4 Bristol shall not be responsible for Survey data downloaded by the Licensee's personnel from the Bristol Server and held on the Licensee's server, personal electronic devices or produced on printed reports.

13.5 The Licensee is responsible for their BOS account and for creating account users and assigning them access privileges to creating Surveys and viewing, downloading and reporting on Survey data.

### **14. Releases and waivers**

14.1 The rights, powers and remedies conferred on any party by this Agreement and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise.

14.2 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

14.3 No failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of any right, power or remedy arising under this Agreement.

### **15. Entire agreement and variation**

15.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

15.2 The Licensee acknowledges that it has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, Bristol shall have no liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

15.3 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

### **16. Force majeure**

If the performance by either party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control, then such

party shall be excused from performance of that obligation for the duration of the relevant event.

## **17. Notices**

17.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out on page 1 of this Agreement or as otherwise notified in writing from time to time.

17.2 A notice shall be deemed to have been served:

- (i) at the time of delivery if delivered personally;
- (ii) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address;
- (iii) 2 hours after transmission if served by facsimile or electronic mail (to [survey-help@bristol.ac.uk](mailto:survey-help@bristol.ac.uk)) on a business day prior to 3 pm or in any other case at 10 am on the business day after the date of despatch.

17.3 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

## **18. Invalidity**

18.1 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

## **19. Rights of Third Parties**

19.1 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## **20. Governing law and jurisdiction**

20.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

20.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

## Appendix 1

### Arrangements for use of Bristol Online Surveys (BOS)

#### 1. BOS account

On payment of the Licence Fee, Bristol will give the Licensee an account within BOS which will allow the Licensee to create, deploy and analyse surveys via the Web.

The default Web address (URL) for the Licensee surveys will be

<http://www.survey.bris.ac.uk/Poppleton University /surveyname>

Where “surveyname” is defined by the Licensee for each survey issued.

The “Licensee name” element of the URL is defined when the BOS account is set-up.

This default Web address will always work for the Licensee's surveys irrespective of any URL customisation that may be commissioned.

“https” in the URL above will indicate that an SSL certificate has been applied to the BOS account so that replies from all survey respondents are encrypted. Bristol **strongly recommends** that the Licensee applies encryption if any surveys ask for details that will allow an individual to be identified.

For further details please refer to:

<http://www.survey.bris.ac.uk/support/faq/surveys/why-might-i-need-encryption-on-my-survey>

or contact [survey-help@bristol.ac.uk](mailto:survey-help@bristol.ac.uk)

#### 2. Question types available

BOS supports the following question types:

1. Select one answer from drop-down list
2. Select one answer from multiple choice (radio buttons)
3. Multiple choice
4. Select multiple answers (check boxes)
5. Single line of free text
6. Multiple lines of free text
7. Date format
8. Grid format (combine any of the above in a tabular layout of rows and columns)

Questions can be made mandatory or optional.

Questions can be “nested” i.e. follow-on questions to a main question can be posed. There is a theoretical limit of 4 to the depth of nesting questions though we recommend that just 2 levels are best and 3 levels is the maximum, else a survey can become confusing to complete.

Follow-on questions can be made to be mandatory depending on the answer given to the main or lead question.

Further explanatory text can be added to the main question during survey creation. Survey respondents access this information by pressing a “More Info” button that is automatically placed against a question if text has been added.

Question types 1 to 3 have a feature that allows the automatic addition of an “Other” free-text response to questions.

*Notes:*

- *As yet there is no numeric format for questions. Questions requiring a number format. e.g. What is your age?, are currently best handled by a drop-down list giving age groups, say, 50-55 years.*
- *A question type cannot be changed once it has been created. To change, say, from a selection list to multiple choice, the question needs to be deleted and re-entered.*

### **3. Pages and sections**

#### **3.1 Pages**

It is optional to split a survey across a number of different Web pages. This can be useful on long surveys as it ensures a faster page load time.

Descriptive or explanatory text can be added to the top of each new page.

- *At present, if multiple pages are used a survey respondent can only go forward (Continue) through a survey and cannot return to previously completed pages. It is sometimes worth including a note to this effect in the opening text of the survey or at the start of each new page.*
- *At present, once created, questions can not be moved between pages*
- *All surveys require at least two pages: one page containing questions and one final “Thank You” page which contains **no** questions – this ensures auto-submission of survey responses.*

#### **3.2 Sections**

A page has to have at least one Section. A Section is effectively a block of questions with a section heading.

Good survey design usually dictates that large blocks of questions be grouped into smaller logical sections.

#### 4. Previewing surveys

Survey authors, or reviewers, can preview a survey at any time. Preview displays the survey as an almost identical copy of how the final, published (launched) survey will appear. In Preview mode the main differences from the final survey are:

- (a) An “Edit” button appears to allow you to return to editing the survey (if you were in “Edit” mode when you decided to preview). The Edit button is not displayed for survey reviewers; it is only displayed for survey authors.
- (b) A special “Check answers and continue” button appears. When in Preview mode the default is that the optional or compulsory status of questions is not checked to make previewing faster. Using the “Check answers and continue” button allows you to thoroughly test that the survey questions have been well-formed e.g. on testing you might decide that a mandatory question needs a “Don’t know” option so that all potential respondents are able to answer a question.
- (c) The “Finish Later” button does **NOT** appear in Preview mode. In a live survey respondents can use a Finish Later button to suspend their responses, using either bookmarks or an emailed link. To ensure anonymity these email addresses are not held in the system. An unavoidable consequence of this anonymity is that if a user gives an incorrect email address then there is no way to retrieve their partially completed survey (the user would need to restart the survey).

#### 5. Survey options

Against every survey it is possible to amend “Survey Options” i.e. key parameters about the survey.

- (a) You can set a *maximum number of possible respondents*. This is used in online reports to calculate percentage return rates. The figure can be set or changed at any time; even after a survey has been launched.
- (b) An image file (e.g. logo) can be loaded against an account but it is also possible to load a different logo against each survey if required. The logo you use appears in the top-right corner of the screen of any survey you launch.
- (c) By default if a question is set to be optional then the text (*Optional*) is appended to the main stem of the question. **It is possible to turn off this default within Survey Options.**
- (d) Survey Open and Close dates can be set to control when the survey is “open” (i.e. available via the Web). Close dates can be amended at any time to shorten or lengthen the period that

the survey is open. Surveys can be reopened at a later date or even closed early

- (e) Open and Close text. The words to appear before the opening date of a survey or after it has finished can be amended. Useful if you wish to launch a survey early but not have open for a while. You can use this to mechanism to put up a dummy survey to act as placeholder web address (url) for where the future, real survey will appear. This may be useful if you wish to produce advance publicity for your survey.
- (f) The “Finish Later” button may be enabled for a survey if required.
- (g) Foreign language selection – if the required option has been purchased, a survey author may pick a language translation to be applied to the standard screen text and buttons within BOS. The actual translation of questions needs to be undertaken by the survey author(s). Further language translations can be added to BOS but these may need to be provided or paid for by the customer.
- (h) Contact for Survey Queries. From a drop-down list you can pick the names of people in your account whose details will be displayed if a survey respondent clicks on “Contact Us” while filling-in a survey.

## **6. Account Management**

### **6.1 Standard BOS package**

The Licensee will be able to create any number of administrative users within the account. One user needs to be marked as “Prime Contact”. This is to give survey respondents a contact name if they wish to provide feedback or have any problems with a survey. (See Support section below.)

The following types of users can be created

- (a) Administrator – can create other users, can edit and deploy surveys, can see and download survey results
- (b) Author – can edit and deploy surveys, can see and download survey results
- (c) Reviewer – can preview surveys, can edit and deploy surveys, can see and download survey results
- (d) Results view - only sees a single survey results page. All free-text responses are excluded from this report. This type of user has been created as a means to provide feedback to survey respondents. If more than one survey exists then a public user will be presented with a list of possible surveys.

NB: All users created in a standard account can see all surveys and all survey results within that account.

## 6.2 Sharing and Security cost option

This allows users set-up as Administrators or Authors to tightly define which other users have access rights to surveys. It costs £300 plus VAT per annum in addition to the basic BOS licence fee.

With this option we strongly recommend that the number of users that you create with full “Administrator” privileges is restricted to two or three users (of course this may need to vary depending on the number of overall users you have within your BOS account).

The finer-grained access rights that can be applied by a survey author or account administrator are:

- (a) Full Access - User has full rights to the survey. This includes setting the access rights for other users.
- (b) Copy -User can use the survey as a template if they click on "Create Survey"
- (c) Edit - User can amend/add/delete questions. Can change "Survey Options"
- (d) Preview - User can review questions
- (e) All Results - User has full access to survey results
- (f) Limited Results - User can not see any free-text answers to questions
- (g) Visible – other users can see that the survey exists i.e. it appears in the "My Surveys" table. Note that an Administrator can always see all surveys.
- (h) Which users should only see filtered results - In the "View Reports" area of BOS you can filter reports by specific responses to questions. You can save these filters and then link them to specific individuals. This might be useful in the following scenario - Your survey includes a question "In which department do you work?". One of the response options is "Physics". You create and save a filter for all responses that match "Physics". You link the filter to a username and password for someone in the Physics department - that person can only see answers relevant to their department.

It is possible for an Author to restrict an Administrator from seeing the results of their survey but otherwise Administrators can see and access ALL surveys in an account.

Having this option enabled effectively negates the need to use “Read-only” user type mentioned in 6.1 above. Instead create a “Reviewer” and amend access to reports through the Sharing option.

## **7. Survey results (online reports)**

### **7.1 Instant display of reports**

BOS provides instant feedback on survey results. By clicking on the “View Results” icon you receive a graphic display summarising responses to each question.

Free text questions are also displayed and if the comments become too extensive they are set up on a separate report page.

### **7.2 Cross tabulation reports**

BOS allows survey results to be cross-tabulated; you can produce a cross-tabulation of any two questions, for example, age and gender or cross-tabulate all responses by a single question e.g. all questions broken down by University department.

### **7.3 Results download**

BOS allows survey results to be downloaded in comma separated text (CSV) format that is compatible with Excel and numerous other analytical or presentational tools. You can choose to download all questions or pick questions to be exported.

### **7.4 Results Filtering**

Survey result sets can be “filtered” i.e. you can restrict the display, cross-tabulation, or export of survey results to a defined subset of answer e.g. to all those respondents that clicked on the “26-30” option when asked “What is your age?”

Report Filters can be saved and named for future use.

A saved report Filter can also be linked to named user so that their view of survey results is always restricted. This is only available within the cost option described in section 6.2 above (Sharing and Security cost option).

### **7.5 Report Comparisons**

Surveys results from one survey can be compared with those of one or more other surveys. The software searches for matching questions and answers on which to base comparisons

### **7.6 Additional reporting features**

In addition to the facilities outlined above the reporting side of BOS allows the display of report statistics, tagging of questions to allow classification and filtering, the means to see unfinished submissions and the ability to step through responses one-by-one.

## **8. Support**

Bristol will provide email and phone support to the Licensee in the technical aspects of creating surveys as specified in Clause 6 of this Agreement. It is

requested that the Licensee use the email address [survey-help@bristol.ac.uk](mailto:survey-help@bristol.ac.uk) whenever possible.

The BOS website includes a full support section or 'knowledge base'. This is available at <http://www.survey.bris.ac.uk/support/>

Note: Bristol can restore deleted surveys if required (even though there is an "Are you sure?" confirmation on all delete actions in the system). We cannot restore deleted questions or pages, only surveys.

## **9. Service hosting**

BOS surveys by default are not encrypted via the Secure Socket Layer (SSL) protocol. This can be provided if required at extra cost. This would be recommended if the Licensee ever plan to run surveys where question responses would allow individuals to be identified.

BOS is hosted on a fully backed-up server within the University of Bristol. In the event of machine failure we make all reasonable efforts to restore service as quickly as possible.

## **10. Training**

BOS is very intuitive to use and in the majority of cases we have found people do not require direct training. Phone and email support is provided.

If required the BOS team are happy to provide a one to two hour training session for up to 6 staff at our Bristol offices. This is not a hands-on training session but a demonstration of how to create a survey. From past experience this has been shown to be more than sufficient to allow people to create and deploy surveys.

At an extra charge we can provide training at your offices.

**Poppleton University**

**BOS – Annual licence agreement**

**20-Nov-08 to Nov-09**

Please sign 2 copies and fax on 0117 331 4396 or post to

Bristol Online Surveys, ILRT, University of Bristol, 8-10 Berkeley  
Square, Bristol, BS8 1HH

**Signed** by for and on behalf of **University of Bristol**

Print name:

Date:

**Signed** by for and on behalf of **Poppleton University**

Print name:

Date:

***Return Address*** Please amend as required

FULL NAME – FULL LEGAL ADDRESS