User Agreement

Introduction

This document describes the conditions of use and limitations of the website, Individual Growth and Development Indicators for Infants and Toddlers (the IGDI Infants and Toddlers Website). The website is a tool for parents, caregivers, program providers and others interested in monitoring the growth and development of individuals and groups of children, ages birth to 3 and in some cases 4 years old. This is an agreement between the University of Kansas (the University), the faculty and staff who have designed and developed the site and its content (the Developers), and persons entering, managing, and receiving progress reports from the IGDI website (the Users). The agreement covers a range of issues as follows.

Purpose

The IGDI Infants and Toddlers website is a central source for learning, accessing, and using the assessment tools and the supporting data services for entering and reporting results. The website provides information services in three areas: Learning about specific IGDI measures, Acquiring protocols and forms for conducting assessments of individual children, and Using data services to enter, report, and interpret the results of these assessments. The website provides management support for the private use of its data services by individual projects and programs within projects. For example, these tools enable a State Director of Part C or Early Head Start to create their own database organized by individual programs and the designated program directors. In turn, this functionality enables local program directors to enroll their own staff roster of approved and qualified assessors and data entry staff that will conduct IGDI assessments of individual children and mange and report the data collected. The management tool enables directors and coordinators the ability to monitor the productivity of staff as well as their certification as an IGDI assessor.

The Developers intend the site's resources and tools to be used to plan, train, implement, and manage continuous progress monitoring and decision making about the effectiveness of intervention services provided for individual infants and toddlers. The goal is to improve practice resulting in the improvement of outcomes obtained by individual and groups of children receiving local program services.

The use of the IGDI for Infants and Toddlers website's information and downloading of protocols for use in assessments is free. Use of the online management and data services is priced at a negotiated per child per year rate, unless waived by the Developers in lieu of other sources of support (i.e., a grant, partnership, or contract). The University reserves the right to change pricing at any time after advance notice.

Copyright and Authorization

All pages, material, artwork, photos, video clips, protocols, and content accessible in the website are the property of the University of Kansas, unless otherwise noted. The University grants to Users a limited, non-exclusive, non-transferable, and revocable authorization to access, print, and use said materials for the limited purpose of assessing growth and development, describing early childhood interventions, and/or conducting educational or developmental research. This authorization assumes the User will not sell or otherwise profit from distribution of these materials and will credit the Developers and the University for all dissemination incorporating these materials.

Ownership

All materials are copyrighted. However, data entered into the IGDI for Infants and Toddlers website by Users (including information on Users, Child Information, and Child Data System, and information resulting from other assessments used by the User) are not owned by the University.

Consent to Enter Child Data

It is the Users' responsibility to obtain any and all permissions and consents for the entry of information to the IGDI website and that permit use of that information in accordance with the terms and conditions of this User Agreement.

Privacy, Security, and Confidentiality

All data entered by the User are maintained on secure servers at the University of Kansas. Access to all User and Child information and data will be password protected and restricted to only those individuals with login access, which is controlled by the User. No data will be released without the expressed request and/or permission of the User, except as required by law.

Secondary Uses of Data

Users grant permission to the Developers or their designees secondary use of their information. These secondary uses are restricted to activities to improve the website's information, resources, and services or conduct of research by the developers, as reviewed and approved by appropriate Institutional Review Board(s). User and Child Information, and Child Data for these secondary purposes will be available only to the Developers or approved researchers, and no further distribution of these data is permitted. All secondary use of data will be kept private, and no individual will be identifiable in any report or professional publication resulting from these secondary uses. Whenever possible, secondary uses will not include information that enables individual identification.

Limits of Liability

The University and Developers assume responsibility for maintaining the IGDI for Infants and Toddlers website and the integrity of User and Information and Child Data. The User is fully responsible for collecting Child Data, maintaining appropriate restrictions for accessing data, and interpreting children's, program's, and intervention's (developmental, educational) progress on the basis of these data. The Users assume all liability for decisions made using the data entered into or reported from the IGDI for Infants and Toddlers website, and the University and Developers have no liability.

Termination of Relationship and Disposition of Data

Access to the IGDI for Infants and Toddlers Website may be terminated by the University, the Developers, or the Users without cause but with prior notice. With appropriate notice, Users or Developers can modify Data Owner and User access to maintain protection and appropriate oversight of User and Child Information and Child Data. At time of termination, User and Child Information, and Child Data will be retained in the central database for a period of at least one year, unless otherwise indicated, nonidentifiable Profile and Child Data will be retained after that time for secondary use purposes only.

Support

The University will maintain online and limited telephone support for Users and Data Owners to the extent that funds remain available. The University and Developers will notify all Users and Data Owners with information on any changes in this policy and appropriate notice prior to terminating service.

Rev. 12/13/2011