

# Moodle Project Inspire Phase I Participation Agreement

Date of last edit: 8 December, 2016

Date of execution: \_\_\_\_\_

## 1. Purpose of Moodle Project Inspire

1. The Moodle Project Inspire Participation Agreement ("Agreement") is entered into between \_\_\_\_\_ ("Participating Institution") and Moodle Pty Ltd.
2. Moodle Project Inspire Phase I is designed to identify and validate indicators of student, teacher, and institutional engagement in educational activities for the purpose of developing learning analytics software features with the following functions:
  1. description of learning engagement and progress,
  2. diagnosis of learning engagement and progress,
  3. prediction of learning progress, and
  4. recommendations for improvement of learning progress.
3. The analysis from Moodle Project Inspire Phase I will be used to construct software tools implementing learning analytics functionality to be distributed as Open Source to both Participating Institutions and other users of Moodle software.
4. No personally identifiable data will be shared between Participating Institution and Moodle Pty Ltd in Moodle Project Inspire Phase I.

## 2. Moodle Pty Ltd Procedures and Safeguards

1. Moodle Pty Ltd will provide a software tool to de-identify records in a copy of a production Moodle database. This tool will do the following:
  1. Simplify import of final grades (or other indicator of student success status) as new grade item across entire Moodle site from a single csv file.
  2. Replace all Personally Identifiable Information data in User, Course, and Category records (short text fields, e.g. names, email addresses, course and category names and ID numbers) with unique, consistent identifiers not based on user identifiable

information, e.g. keyed hashed values appended with a literal text field identifier such as “\_firstname”

3. Replace all long text fields (e.g. forum posts, activity descriptions) with “dummy” text of the same length (e.g. repeated null words)
  4. Replace all attached files with “dummy” files of approximately the same size and type
  5. Index User, Course, or Category records by all text and category fields other than unique record identifier, and ensure sufficient “similar” records to forestall re-identification (k-anonymity). In cases where  $k < 10$ , index values from the smallest two groups will be combined to form a new index value iteratively until  $k \geq 10$  for all User, Course, and Category records.
2. Moodle Pty Ltd may use aggregated, de-identified data for research publications, international and sector reporting purposes and other education and training improvement initiatives.
  3. Moodle Pty Ltd may also make combined de-identified data from multiple institutions available to researchers, but institutionally identifiable Moodle Project Inspire data shall not be made public by Moodle Pty Ltd except by mutual agreement between Moodle Pty Ltd and Participating Institution, or in accordance with any applicable law. Participating Institution may opt to be excluded from data made available to researchers. (include checkbox option at signature)
  4. Moodle Pty Ltd uses public key encryption with an SSL connection to support the secure transmission of data across the Internet. Access by Moodle Pty Ltd staff to servers storing institutional data is controlled by user IDs and passwords.
  5. With the permission of the Participating Institution, Moodle Pty Ltd may disclose the name of Participating Institution, but institutionally identifiable Moodle Project Inspire results shall not be made public by Moodle Pty Ltd except by mutual agreement between Moodle Pty Ltd and Participating Institution, or in accordance with any applicable law. Participating Institution may opt to be excluded from participation identification.
  6. Moodle Pty Ltd will analyze individual and aggregate data from the Participating Institution. Moodle Pty Ltd will provide Participating Institution with a suite of reports summarizing Participating Institution data and comparing Participating Institution data to national and sector aggregate data.

### **3. Participating Institution Procedures and Requirements**

1. If student success status (e.g. final grade) is not routinely stored in Moodle, Participating Institution will import student success records into Moodle prior to de-identification if

feasible, using utilities provided by Moodle Pty Ltd or a tool of the Participating Institution's choice.

2. Participating Institution shall provide to Moodle Pty Ltd a fully de-identified copy of the Participating Institution's Moodle database, including Moodle standard logs, from the production server in use over a minimum of 12 months or one academic or fiscal year, as appropriate to obtain data with logical date boundaries. This de-identification process will be conducted using the software tool provided by Moodle Pty Ltd or by a tool of Participating Institution's choosing that provides at minimum the same level of anonymizing functionality.
3. Participating Institution shall complete a short survey provided by Moodle Pty Ltd describing Participating Institution's sector and other institutional data.
4. Participating Institution shall comply with Moodle Project Inspire preparation deadlines, and maintain a minimum of two campus contacts with access to Moodle Pty Ltd's Research Department. Participating Institution shall promptly inform Moodle Pty Ltd when staffing changes necessitate updates to campus contacts.

## **4. Use of Student Data.**

1. Participating Institution shall ensure de-identification of all User Profile fields, which shall constitute "De-Identified Information" or "Anonymised Data" for purposes of this Agreement.
2. EU Participating Institutions: Directive 95/46/EC refers to anonymisation in Recital 26 to exclude anonymised data from the scope of data protection legislation:

“Whereas the principles of protection must apply to any information concerning an identified or identifiable person; whereas, to determine whether a person is identifiable, account should be taken of all the means likely reasonably to be used either by the controller or by any other person to identify the said person; whereas the principles of protection shall not apply to data rendered anonymous in such a way that the data subject is no longer identifiable; whereas codes of conduct within the meaning of Article 27 may be a useful instrument for providing guidance as to the ways in which data may be rendered anonymous and retained in a form in which identification of the data subject is no longer possible;”
3. US Participating Institutions: This study is exempt from the requirement to obtain individual informed consent under the Code of Federal Regulations, Title 45, Public Welfare, Department of Health and Human Services, Part 46, Protection Of Human Subjects §46.101 (b)(1)(ii), involving research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods, and §46.101 (4), involving the

collection or study of existing data, recorded by the investigator in such a manner that subjects cannot be identified, directly or through identifiers linked to the subjects.

FERPA (34 CFR §99.31(b)(2)) allows an educational agency or institution, or a party that has received education records or information from education records, such as a State educational authority, to release de-identified student-level data (microdata) from education records for the purpose of educational research by attaching a code to each record that may allow the researcher to match information received from the same source under the specified conditions. These conditions require that the coded de-identified microdata are used only for educational research purposes, that the party receiving the data is not allowed any access to the information about how the descriptor is generated and assigned, and that the code cannot be used to identify the student or to match the information from education records with data from any other source.

Furthermore, a record descriptor may not be based on a student's social security number or other personal information.

4. Moodle Pty Ltd understands that Participant Information is subject to Data Privacy laws and will exercise due care in handling and processing student data. Further, Moodle Pty Ltd agrees to limit its use of Participating Institution information to the purposes of conducting studies that (1) improve instruction and student learning, or (2) evaluate the effectiveness of Moodle Project Inspire methods in order to improve future learning analytics.
5. As applicable, Moodle Pty Ltd will cooperate with Participating Institution in complying with Participating Institution's local data privacy laws.

## **5. Moodle Project Inspire Pricing**

1. Moodle Pty Ltd does not charge for participation in Moodle Project Inspire.
2. Moodle Pty Ltd is not responsible for any costs incurred by Participating Institution in preparing de-identified data.
3. Assignment. This Agreement shall not be assignable by either party without the prior written consent of the other party.
4. Force Majeure. Neither party shall be responsible or liable to the other party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts of God, acts of governments, wars, riots, fire, flood, or other causes beyond the reasonable control of the nonperforming or delayed party.
5. Limitation on Liability. Participating Institution agrees that Moodle Pty Ltd and its trustees, affiliates, employees, agents, and contractors, shall not be liable to Participating Institution for any claims, liabilities, consequential or incidental damages, costs, or expenses relating to this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and supersedes any prior negotiations and agreements. This Agreement may not be modified or amended in any respect except by a written agreement executed by both parties. The terms and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, administrators, representatives, executors, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorised representatives.

MOODLE PTY LTD REPRESENTATIVE

Name:

Signature:

Date:

PARTICIPATING INSTITUTION REPRESENTATIVE

Name:

Signature:

Date:

- Moodle Pty Ltd may disclose the name of Participating Institution, but institutionally identifiable Moodle Project Inspire results shall not be made public by Moodle Pty Ltd
- Participating Institution opts to be excluded from Moodle Project Inspire participation identification.