Survey of Practitioner Use of Research
Terms of Use

Use of the Survey of Practitioner Use of Research (“SPUR”) is subject to the following terms and conditions and all applicable laws. By downloading SPUR, you accept and agree to be bound by these Terms of Use. If any of these Terms of Use are unacceptable to you, do not download and/or use SPUR. We reserve the right to update these Terms of Use at any time.

SPUR was developed and is currently maintained by the National Center for Research in Policy and Practice (“NCRPP”), housed in the School of Education at the University of Colorado Boulder (“CU-Boulder”), and the Center for Education Policy Research (“CEPR”) at Harvard University, a department of the President and Fellows of Harvard College (“Harvard”), in support of the mission to educate and provide information to scholars, educators and the public. As used in these Terms of Use, the terms “we,” “us” and “our” refer to CU-Boulder and Harvard.

1. Copyright and Other Protection. SPUR is made up of statements which prompt a respondent to record an answer (“Items”) and sets of Items that together measure an underlying construct (“Scales”), as well as directions and other content (collectively, the "Content"). The Content is protected by copyright, trademark and other laws. We own the copyright and other rights in the Content. You may use SPUR and its Content only in the manner and for the purposes specified in these Terms of Use.

2. Permitted Uses. SPUR and the Content are made available solely for your limited personal, noncommercial use for educational or scholarly purposes, or for other fair use to the extent permitted under United States copyright law. You may not make any modifications to SPUR Items or delete Items from Scales without permission. However, you may choose from among our Scales, skipping the Scales that represent constructs you do not wish to measure. Unless otherwise specified on this website, you may employ the normal functions of your browser to download a single copy of the SPUR files for such use, provided that you retain all copyright and other proprietary notices associated with SPUR or any of its Content.

3. Prohibited Uses. You are prohibited from copying, displaying, publishing, distributing, transmitting, modifying, performing or otherwise using or exploiting SPUR for any commercial purpose or for the purpose of making it publicly available. You are also prohibited from including SPUR or any of its Content in a database, website or electronic resource, and from making any other use of SPUR or any of its Content that is not expressly permitted under Section 2; specifically, you may not modify SPUR or any Content in any way, and no Content may be used, copied or distributed separately from SPUR.

4. Permission Requests. To request permission under rights controlled by us, and for any otherwise prohibited use, please contact Caitlin Christine Farrell: caitlin.farrell@colorado.edu.

5. Trademarks. Nothing in these Terms of Use, in SPUR, the Content, or on the website shall be construed as granting you any right or license to use any trademarks, service marks or logos displayed in SPUR or the Content. You may not use the term “SPUR” (or a substantially similar term) in any way that is inconsistent with the permitted uses in Section 2. You agree not to use
any name or emblem of CU-Boulder or Harvard or any of their subdivisions in any advertising or promotional materials, or to falsely suggest any relationship between you and us, or in any manner that would infringe or violate any of our rights.

6. Disclaimer of Warranties. SPUR AND ITS CONTENT ARE PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING SPUR OR ANY OF ITS CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUFFICIENCY OR QUALITY OF SPUR OR ANY OF ITS CONTENT. WE DO NOT WARRANT THAT THE WEBSITE OR SPUR WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT THE WEBSITE OR ITS SERVER IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIALS.

7. Limitations of Liability and Remedies. YOUR USE OF SPUR AND THE CONTENT IS AT YOUR OWN SOLE RISK. If you are dissatisfied with SPUR or any of its Content, your exclusive remedy is to stop using SPUR and/or the Content. IN NO EVENT SHALL WE LIABLE TO YOU, IN CONTRACT, TORT OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SPUR OR ANY CONTENT, OR YOUR USE OF SPUR OR ANY CONTENT, EVEN IF WE ARE NEGLIGENCE OR OTHERWISE AT FAULT, AND REGARDLESS OF WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity. You agree to indemnify and hold harmless CU-Boulder and Harvard and each of its officers, fellows, governing board members, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) resulting from your breach of any provision of these Terms of Use or your use of SPUR or any Content.

9. Information You Supply. In the event you supply information via this website, except where you specifically indicate otherwise, any communication or material you transmit to the website by electronic mail or other means (including any information, questions, comments, ideas or the like) will be deemed to be non-confidential and non-proprietary. By downloading SPUR, you agree to allow us to store the information you provide. We may aggregate this information in an anonymous form in order to analyze such information and generate reports about SPUR users. You hereby provide consent for CU-Boulder and/or Harvard to contact you using the contact information you provide regarding updates to SPUR and similar educational offerings that may be made by CU-Boulder and/or Harvard from time to time. Neither CU-Boulder nor Harvard will sell, rent or exchange the information provided by SPUR users, nor will CU-Boulder or Harvard use such information for any commercial purpose.
10. **Designated Agent.** For purposes of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. §512(c), we have designated an agent for notification of claimed infringement at http://www.harvard.edu/reporting-copyright-infringements. That contact information pertains only to notifications of claimed infringement under the DMCA. Please direct all other communications concerning the CEPR website to ashley_dixon@gse.harvard.edu and communications concerning the NCRPP website tojames@jamesmuspratt.com.

11. **Applicable Law and Jurisdiction.** All matters related to SPUR and any Content will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. You agree that all claims you may have arising from or relating to the use of SPUR and its Content will be heard and resolved exclusively in courts sitting in Middlesex or Suffolk County, Massachusetts. You consent to the personal jurisdiction of such courts over you, and waive and agree not to assert any objection to proceedings in such courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).

12. **General.** If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Headings are for reference purposes only and in no way define or limit the scope or extent of that section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use set forth the entire understanding and agreement between us with respect to the subject matter hereof.