



## HUMAN FLOURISHING PROGRAM, FLOURISHING DATA COLLABORATIVE

### MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT** (the “Agreement”) between [ ], hereinafter referred to as “Data Provider,” and President and Fellows of Harvard College, acting on behalf of the Institute for Quantitative Social Sciences’ Human Flourishing Program, hereinafter referred to as “Harvard.” Data Provider and Harvard may hereinafter be referred to individually as a “Party,” and collectively as the “Parties.” This Agreement shall consist of this document and the exhibits attached hereto. The effective date of this Agreement shall be the date of execution (the “Effective Date”).

**WHEREAS**, Harvard is developing a data collaborative entitled “The Flourishing Data Collaborative” (the “Data Collaborative”) under the direction of Dr. Tyler VanderWeele;

**WHEREAS**, Data Provider shall distribute the Survey (as defined below) which will provide certain Data, as defined below, to Harvard as described herein;

**WHEREAS**, Data Provider will receive certain benefits related to the analysis of the Data and the overarching programming of the Human Flourishing Program; and

**WHEREAS**, the research contemplated by this Agreement will further [ ] the instructional and research objectives of Harvard in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

**NOW, THEREFORE**, the Parties hereto agree as follows:

- 1. PURPOSE.** Data Provider shall distribute the Survey at no cost as further described in Exhibit A and for the purposes set forth in Exhibit A (the “Purpose”). The Data provided to Harvard as a result of the Survey shall not be used except as authorized under this Agreement. For purposes of this Agreement, a “Harvard Researcher” is an individual who (i) is a faculty member, fellow, student, or employee of Harvard and (ii) needs to access the Data for the Purpose.
- 2. SURVEY AND DATA.** “Survey” means a document containing the question-set described in Exhibit B. “Data” means the information that would be provided as a result of individuals’ submission of the Survey in its “raw” form, to be disclosed to Harvard and Harvard Researchers in accordance with this Agreement.
- 3. TERM.** The term of this Agreement commences on the Effective Date, and expires upon the earlier of: (i) [the beginning of the data provider's next academic year] or (ii) termination under Section 12.
- 4. PAYMENT.** Data Provider will pay a fee of \$10,000 USD to Harvard, payable in one (1) installment. Harvard shall submit an invoice to the Data Provider Administrative Contact provided in Exhibit C upon execution of this Agreement, payable no more than thirty (30) days from receipt of invoice. All invoices shall be signed by a duly authorized representative of Harvard.
- 5. INTELLECTUAL PROPERTY.** Harvard or Harvard Researchers, as the case may be under Harvard intellectual property policy, shall own the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to (i) all research results based on, derived from or using the Data, and (ii) all tangible materials, inventions, discoveries, works of authorship,

software, information, and data, in each case, conceived or developed by Harvard Researchers in the performance of the Purpose, including but not limited to the report described in Section 7.

- 6. DATA COLLABORATIVE BENEFITS.** As a Data Collaborative member, Data Provider will receive the following benefits pursuant to this Agreement:
- a. A report (the "Report") prepared by Harvard Researchers that includes:
    - i. Background information on the academic flourishing measure.
    - ii. Educational components that describe the foundational research supporting the measure.
    - iii. Various summaries and analyses of the Data, and upon request of the Data Provider, the Data.
  - b. A world-wide, non-exclusive, irrevocable, royalty-free right to copy, distribute, display and otherwise make available the Report by any means and in any media now existing or hereafter invented for any non-commercial purpose, and to authorize others to do the same.
  - c. Access to conferences, webinars, and educational events regarding the Data Collaborative and Harvard's Human Flourishing Program, as organized from time to time by Harvard.
- 7. PUBLICATION.** Harvard and Harvard Researchers will be free to distribute and publish research results and other products of their research in works such as academic journals, books, online publications, unpublished working papers, reports, information included in presentations for academic seminars and conferences, and other materials derived from, based on or using the Data.

Harvard agrees to recognize the Data Provider as a member of the Data Collaborative as appropriate in accordance with scholarly standards.

Harvard will provide Data Provider with at least one copy of the final versions of all published papers generated under this Agreement.

- 8. CONFIDENTIALITY.** Harvard will use reasonable care to protect the security of the Data, and will limit access to the Data to authorized recipients as provided in this Agreement. Harvard will report promptly to Data Provider any disclosure of the Data not authorized by this Agreement of which it becomes aware. If either Party chooses to disclose to the other Party any information that is confidential or proprietary, the obligations and rights of the Parties with respect to that information will be governed by the terms and conditions set forth in a separate and duly authorized agreement.

Notwithstanding the foregoing, in no event is information Data if it: (a) was lawfully in the possession of Harvard or Harvard Researchers before receipt under this Agreement; (b) is or becomes publicly available other than as a result of a breach of this Agreement by Harvard or Harvard Researchers; (c) is received by Harvard or Harvard Researchers from a third party having an apparent bona fide right to disclose the information to Harvard; or (d) is independently developed by Harvard or Harvard Researchers without use of the Data.

Notwithstanding anything to the contrary herein, Data Provider may be identified as a member of the Data Collaborative, or as the institutional source of the Data if required by applicable law or research governing bodies. Furthermore, each Party may disclose both the existence and purpose of the relationship that is the subject of this Agreement, including the existence of this Agreement.

- 9. REPRESENTATIONS AND WARRANTIES.** ALL DATA ARE PROVIDED "AS IS." DATA PROVIDER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED,

REGARDING THE DATA'S ACCURACY, COMPLETENESS OR USE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

HARVARD AND HARVARD RESEARCHERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PURPOSE AND RESEARCH RESULTS AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. **HUMAN SUBJECTS.** The use of human subjects shall comply with the U.S. Department of Health and Human Services policies and regulations on the protection of human subjects (45 CFR 46, as amended) and with any terms of approval imposed by the Harvard Institutional Review Board ("IRB"). If applicable, Data Provider agrees to adhere to the study protocol approved by the Harvard IRB, to ensure that any legal or Harvard IRB requirements for the informed consent process are met and are appropriately documented. Harvard agrees to report to Data Provider any adverse events or unexpected problems and any proposed changes to the study protocol or informed consent process.
11. **USE OF NAME.** Neither Party shall use or register the other Party's name (alone or as part of another name) or any logos, seals, insignia or other words, symbols or devices that identify the other Party, including any school, unit, division or affiliate ("Names") for any marketing, publicity, or promotional purposes in connection with this Agreement or the Purpose, except as described herein or with the prior written approval of, and in accordance with restrictions required by the Party whose Name is to be used. The foregoing notwithstanding, the Parties agree that each Party may make factual statements regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. In any such statements, the relationship of the Parties shall be accurately and appropriately described.
12. **TERMINATION.** This Agreement shall expire as of the date described in Section 3, unless extended by agreement of the Parties, or terminated earlier under this Section. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party. Data Provider may terminate this Agreement immediately if Harvard is determined to be in breach of this Agreement.
13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE.
14. **GOVERNING LAW.** This Agreement, and any and all claims arising out of or in connection with this Agreement, including those relating to its existence, validity or termination, shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules.
15. **RESOLUTION OF DISPUTES.** If there is a dispute between the parties arising out of or in connection with this agreement ("Dispute"), the Party seeking to initiate the dispute resolution process must give notice to the other Party setting out, in writing and in detail, the issues in Dispute and the total value of any and all claims being asserted. The Parties shall attempt to resolve the Dispute through direct negotiations. If the Parties fail for any reason to resolve the Dispute by direct negotiations within 30 days of initiation of the dispute resolution process, the Parties agree that any proceedings relating to the Dispute shall be brought in a court located in the Commonwealth of Massachusetts.

16. **COMPLIANCE WITH LAW.** Data Provider and Harvard will perform their respective activities under this Agreement in compliance with applicable laws, rules, regulations, and professional standards regarding the transfer the performance of research for the Purpose. The Parties shall cooperate with each other to facilitate compliance with these laws, regulations and standards.
17. **NOTICES.** Any notice under this Agreement, excluding the actual provision of Data, may be delivered in person, or sent by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate addresses listed in Exhibit C or to the most recent contact information provided by the recipient (by means of notice complying with this paragraph), and such notice shall be deemed to have been given when so delivered, sent by electronic mail, or mailed.
18. **INDEPENDENT PARTIES.** The Parties are independent and neither Party shall be deemed to be an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to take any action which shall be binding on the other Party.
19. **ASSIGNMENT.** This Agreement and all rights and obligations hereunder shall not be assigned, whether through merger or consolidation, by operation of law or otherwise, without the written consent of the other Party, and any attempt to assign without such consent shall be void.
20. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement or any Exhibit shall be valid unless in writing, and executed by duly-authorized representatives of both Parties. A valid waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach, nor shall it impair any underlying rights or remedies. A failure by one of the Parties to assert its rights hereunder shall not be deemed a waiver of such rights.
21. **SEVERABILITY.** If any provision of this Agreement is or becomes invalid, is ruled invalid by any court of competent jurisdiction, or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected unless the invalid provision materially affects the rights of the Parties.
22. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
23. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its Exhibits embody the entire understanding between Data Provider and Harvard for the Purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Data Provider and Harvard have executed this Agreement as of the date last signed below.

**[DATA PROVIDER]**

Signature: \_\_\_\_\_

Name:

Title:

Date:

**THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE, acting on behalf of the Institute for Quantitative Social Sciences' Human Flourishing Program**

Signature: \_\_\_\_\_

Name:

Title:

Date:



## EXHIBIT A SURVEY DISTRIBUTION AND PURPOSE

### SURVEY DISTRIBUTION

Data Provider, through an official institutional email address, shall distribute a personalized Qualtrics link, to be provided by Harvard, containing the Survey to its population of undergraduate and graduate students by April 30, 2026. The Survey communication will include a mutually agreed upon deadline by which responses must be submitted.

Data Provider will send four (4) follow-up reminder emails regarding the survey prior to the deadline. Any responses submitted after the deadline may not be included as part of the Data.

### PURPOSE

**Background.** The Human Flourishing Program at Harvard University (HFH), led by Dr. Tyler VanderWeele introduced a 24-item measure designed to survey university students and evaluate their experience of university life as it relates to *academic flourishing*, to supplement more general flourishing assessments. The academic flourishing measure captures notions of a student's flourishing as it relates to things like "growth in wisdom," "contributions to society," "growth in character," and other factors such as how university life has helped individuals "think clearly." The purpose of the academic flourishing measure is to attempt to measure progress toward college and universities vision and mission statements envisioned to transform students into intellectually capable and virtuous leaders of society. The data collected on these various items will not only generate significant research concerning university life but also serve as feedback for university and college leaders to target the causal factors that may influence flourishing in educational environments.

**Data Collaborative.** HFH is creating a data collaborative built upon research on academic flourishing in partnership with participating colleges, universities, and schools. The purpose will be to collect data on the state of academic flourishing by deploying the HFH 24-item academic flourishing measure, the 12-item general flourishing measure, and a 20-item university community wellbeing measure. Named the *Flourishing Data Collaborative*, the collaborative will house a central database, covered by an existing Harvard IRB, that contains survey results from various deployments of the academic flourishing measure in colleges, universities, and schools. The participating institutions will have access to the centralized database and will be known as members of the collaborative, but their names will not be associated with any data points (in the individual or aggregate) in any public-facing materials produced by HFH or the central data set. Rather, the relevant data will be labelled with "Institution #[●]."



**EXHIBIT B**  
**DESCRIPTION OF DATA/DATA PARAMETERS**

**The University Contribution to Student Formation Measure**

**Cognitive and Epistemic Capacities:**

1. To what extent has university life helped you to increase your knowledge?  
0 = Not Satisfied at All, 10 = Completely Satisfied
2. To what extent has university life helped you to think clearly?  
0 = Not Satisfied at All, 10 = Completely Satisfied
3. To what extent has university life helped you to pursue truth?  
0 = Not Satisfied at All, 10 = Completely Satisfied
4. To what extent has university life helped you to recognize when you are in error so as to be able to change your understanding?  
0 = Not Satisfied at All, 10 = Completely Satisfied
5. To what extent has university life helped you understand perspectives different from your own?  
0 = Not Satisfied at All, 10 = Completely Satisfied
6. To what extent has university life helped you learn how to express yourself well?  
0 = Not Satisfied at All, 10 = Completely Satisfied

**Virtues for Academic Flourishing:**

7. To what extent has university life helped you to become more honest?  
0 = Not Satisfied at All, 10 = Completely Satisfied
8. To what extent has university life helped you to develop courage?  
0 = Not Satisfied at All, 10 = Completely Satisfied
9. To what extent has university life helped you to have a love of learning?  
0 = Not Satisfied at All, 10 = Completely Satisfied
10. To what extent has university life helped you to become more wise?  
0 = Not Satisfied at All, 10 = Completely Satisfied
11. To what extent has university life helped you to become more just?  
0 = Not Satisfied at All, 10 = Completely Satisfied
12. To what extent has university life helped you to better lead a moral life?  
0 = Not Satisfied at All, 10 = Completely Satisfied

**Citizenship and Societal Contribution:**

13. To what extent has university life helped you develop character strengths in order to make meaningful contributions to society?  
0 = Not Satisfied at All, 10 = Completely Satisfied
14. To what extent has university life helped you understand what you can contribute to your country?  
0 = Not Satisfied at All, 10 = Completely Satisfied
15. To what extent has university life helped equip you to positively change the world?  
0 = Not Satisfied at All, 10 = Completely Satisfied
16. To what extent has university life helped you to treat everyone respectfully?  
0 = Not Satisfied at All, 10 = Completely Satisfied
17. To what extent has university life helped you in creative problem solving when working with others?  
0 = Not Satisfied at All, 10 = Completely Satisfied
18. To what extent has university life helped you to work with people with diverse political and religious beliefs?  
0 = Not Satisfied at All, 10 = Completely Satisfied

**Meaning and Growth:**

19. To what extent has university life helped you to find meaning in life?  
0 = Not Satisfied at All, 10 = Completely Satisfied
20. To what extent has university life helped you to appreciate beauty?  
0 = Not Satisfied at All, 10 = Completely Satisfied
21. To what extent has university life helped you to flourish as a person?  
0 = Not Satisfied at All, 10 = Completely Satisfied
22. To what extent has university life helped you to pursue your goals?  
0 = Not Satisfied at All, 10 = Completely Satisfied
23. To what extent has university life helped you learn how to live your life in a healthy way?  
0 = Not Satisfied at All, 10 = Completely Satisfied
24. To what extent has university life helped you learn how to have good relationships with others?  
0 = Not Satisfied at All, 10 = Completely Satisfied



**EXHIBIT C  
NOTICES**

<b>DATA PROVIDER CONTACTS</b>		<b>HARVARD CONTACTS</b>	
Name: Address:  Tel.: Email:	<u><b>Administrative Contact</b></u>	Name: Address:  Tel.: Email:	<u><b>Administrative Contact</b></u>
Name: Address:  Tel.: Email:	<u><b>[OTHER]</b></u>	Name: Address:  Tel.: Email:	<u><b>Harvard Researcher</b></u>
Name: Address:  Tel.: Email:	<u><b>Authorized Official</b></u>	Name: Address:  Tel.: Email:	<u><b>Authorized Official</b></u>  Grants and Contracts Officer Office for Sponsored Programs Harvard University 1033 Massachusetts Avenue, 5 <sup>th</sup> Floor Cambridge, MA 02138 OSPunfundedagreements@harvard.edu