Terms of Serivce Agreement

This Agreement is dated and in effect as of the [Nth of MONTH, YEAR], between:

The Client Academic Institution
123 Any St.
City, State/Province PostalCode

(hereinafter the "Client"), and

Responsible AI Student Project Group, Brock University
1812 Sir Isaac Brock Way.
St. Catharines, ON L2S 3A1

(hereinafter the "Developer"). This agreement is with respect to the development of the predictive AI model software for the Client, hereinafter referred to as the "Work." Whereas, Developer is a professional software developer of good standing; Whereas, Client wishes Developer to create certain Work described more fully herein; and Whereas, Developer wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree the governance of the use of the predictive AI model designed to assist academic advisors in evaluating and predicting student performance in higher education institutions. By accessing and using this service, the Client and the users agree to comply with the terms outlined below.

1 Services and Responsibilities

Developer will provide developed software designed to assist academic advisor in evaluation and predicting student performance in higher education institutions using a predictive neural network AI model, hereinafter referred to as the "Model." Components and features of this Model will be determined collaboratively by Client and Developer, and are expected to include features such as analyzing student personal and academic information to output a prediction, a confidence score and understandable graphs and figures for academic advisors from institutions of the Client to give appropriate academic advice for the student to assist their academic career.

Developer's responsibilities will include collaborating with Client to establish software requirements and priorities based on Client's academic needs; development of software in accordance with these requirements and priorities; deployment of such software onto internet-accessible systems; and administration of such systems. In support of these goals, Client is responsible for providing Developer clear set of priorities, review of software, and product research as required. The Developer is responsible solely for designing and maintaining the algorithm and underlying model architecture. The Developer is not liable for inaccuracies in predictions arising from data quality issues or misinterpretations by users. Institutions belong to the Client are responsible for secure data management practices and ensuring compliance with applicable data protection laws. The technical unit of the institution acts as a liaison for communicating with developers, addressing bugs, and providing technical support.

Academic advisors belonging to the organization of the Client, hereinafter referred to as the "advisors", are required to obtain explicit student consent for the use of their academic and personal data in predictive analysis. The advice provided to students based on the model predictions is the sole responsibility of the advisor. Hence, advisors must ensure compliance with institutional policies and ethical standards while using the predictions.

Students subjected to the Model are accountable for decisions made based on their advisors' interpretations of model predictions. Students have the right to inquire about the use and handling of their data and may request its removal or correction.

2 Data Protection and Privacy

In consideration of the Client's data protection and privacy, the services adheres principals of compliance with Canadian laws and student Consent. This service adheres to Canada's proposed Artificial Intelligence and Data Act (AIDA) under Bill C-27, requiring:

1. Transparency in AI deployment and clear communication about the model's function. This also means providing the public with appropriate information on how this AI system are being used by the Client, while the information provided should be sufficient to allow to public to understand the capabilities, limitations, and potential impacts of the systems.

2. Routine risk assessments, the use of AI audits performed by qualified independent auditors, and compliance checks to mitigate potential biases or unintended consequences.

3. Secure storage and handling of data to prevent unauthorized access or breaches.

4. Possession or usage of unlawfully obtained personal information is not used to design, develop, use or make available for this AI system, including knowingly usage of personal information obtained from a data breach to train the AI system.

The Developer does not and will not require or use student data without their informed consent. Academic advisor from institution of the Client must document and maintain records of such consent of each student being subjected to the prediction functionality of this software. The Developer does not collect gender and nationality features in the developed Work to ensure minimal data collection. Model from the developed Work already trained on existing, publicly available data.

3 Risk Assessment and Audits

The Model in the software provided by the Developer shall be subject to periodic risk assessments and audits to evaluate its performance, accuracy, fairness, and reliability. These assessments will identify potential biases, disparities, or unintended consequences in model predictions.

Risk assessments may be conducted internally by the Developer or by independent third-party auditors qualified in artificial intelligence governance and ethics. All findings from audits and risk assessments will be documented and reported to the institution's governance body.

The developers and the institution's technical unit will collaborate to implement corrective measures, including:

1. Retraining or fine-tuning the model using updated or more representative datasets.

2. Revising the algorithm to mitigate identified biases.

3. Enhancing transparency by communicating the limitations of the model to end-users.

Compliance with Canada's Artificial Intelligence and Data Act (AIDA) will be evaluated at least annually. This includes verification that data handling and predictive analysis align with legal standards on fairness, transparency, and accountability. Should a material risk affect the accuracy or reliability of the model is identified, all stakeholders of the Client (students, advisors, and institutions) must be notified within a reasonable time-frame, along with guidance on mitigating the impact of such risks.

4 Limitations of Liability

The predictive AI model is provided "as-is" without any warranties, express or implied, including but not limited to fitness for a particular purpose, merchantability, or non-infringement. The model's predictions are intended solely as supplementary guidance and must not be construed as definitive academic judgments or recommendations.

To the fullest extent permitted by law, the developers and the institution disclaim any liability for:

1. Errors, inaccuracies, or omissions in the model's predictions resulting from incomplete, incorrect, or outdated data inputs.

2. Misinterpretation or misuse of model predictions by academic advisors, students, or other stakeholders.

3. Adverse outcomes stemming from actions or decisions taken based on the model's predictions, including but not limited to academic standing, course enrollment, or institutional interventions.

In no event shall the Developer, the institution, or its technical unit be held liable for indirect, incidental, consequential, or punitive damages, including but not limited to loss of opportunity, loss of data, reputation harm, or financial losses, arising out of or related to the use or performance of the predictive AI model. The institution, academic advisors, and students bear full responsibility for ensuring the lawful and secure handling of all student data processed through the model. The developers shall not be liable for any data breaches, unauthorized access, or misuse of data occurring outside of the model's infrastructure.

5 Termination of Service

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. Non-compliance with the terms in this agreement may result in restricted access or termination of service for individuals or institutions within the jurisdiction of the Client. In the event of termination, the Client shall also pay any expenses incurred by Developer. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

6 Confidentiality

The Client and Developer may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;

2. is or becomes part of the public domain without breach of this Agreement;

3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

7 Permissions and Releases

The Client agrees to indemnify and hold harmless Developer against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

8 Copyright Notice

Copyright on Work is in Developer's name. Developer reserves the right to incorporate the Work into projects for clients other than the Client, and reserves the right to license the Work (or components thereof) on terms of Developer's choice without restriction.

9 Independent Contractor

The Client and Developer are independent parties and nothing in this agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor the Developer has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

10 General

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and the parties shall, in good faith, attempt to modify the invalid provision so it becomes a valid provision.

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.

This Agreement shall be governed by and construed in accordance with the laws of Canada, and both parties hereby consent to the exclusive jurisdiction and venue of the provincial and federal courts of Canada.