

CONSORTIUM AGREEMENT

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Workpackage 1, Working group 3: IPR&Copyright
Consortium Agreement

CONSORTIUM AGREEMENT

This agreement is made on.....

BETWEEN

- (1) **Aalborg University,
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**Signatory: Davis Aguilar Peña
Rector Magnífico de la Universidad de Granada**

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Signatory: Prof. Dr.-Ing. Helmut Hoyer, Rektor

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**Signatories: Paavo Uronen, Rektor
Esa Luomala, Director of Administration**

- (5) **Katholieke Universiteit Leuven,
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Signatory: Prof. Dr. Ir. André Van Oosterlinck, Rektor

(6) **Lund University - Sweden**
(Details to come)

(7) **University of Twente**
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Signatory: F.A. van Vught, Rector

(8) **The University of Strathclyde**
McCance Building
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G1 1XQ
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Signatory: Peter West, Secretary to the University of Strathclyde

relating to the collaboration in E-learning entitled European University Network for Information Technology in Education (hereafter '*EUNITE*') having the Secretariat at:

KULeuven, eLINK, Kapeldreef 62, B-3001 Heverlee, Belgium
<http://www.eunite-online.org>

WHEREAS:

The parties have entered into a *Memorandum of Understanding (MoU)* dated 20th January 2000 (Annex 1).

In consideration of the premises and the mutual covenants hereafter set forth, the *Parties* wish to enter into a *Consortium Agreement* which describes the policies, procedures, terms and conditions with respect to offering *Material* through *EUNITE*. This will include the licensing of *Intellectual Property Rights* attached to the materials which will be offered through *EUNITE*.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Definitions

Confidential Information shall mean information which is to be treated as confidential by a *Party* or *Parties* due to contractual obligations with a third party or third parties.

Consortium Agreement shall mean this agreement including all Annexes.

Creator(s) shall mean the individual(s) having developed the original *Material* and who may own the *Intellectual Property Rights*.

Defaulting Party shall mean a *Party* breaching its obligations under this *Consortium Agreement*.

EUNITE shall mean European University Network for Information Technology in Education.

Force Majeure shall mean any unforeseeable and insuperable event affecting the *Party* or *Parties* fulfilling its obligations under this *Consortium Agreement*.

Intellectual Property Rights (IPR) shall mean all rights and interests attached to the *Material*, such as but not limited to, copyrights including moral rights, database rights, patent rights and design rights as they exist under the national law in the originating country.

Material shall mean any kind of information be it in electronic or paper form, which may be utilised for educational purposes, and is restricted to information related to courses offered through *EUNITE*.

Memorandum of Understanding (MoU) shall mean the document depicted in **ANNEX I**

Party or **Parties** shall mean the individual institution or institutions that are agreeing with and entering into this *Consortium Agreement*.

Pilot phase shall mean the start-up period for the provision of a limited number of E-learning based courseware being made available to *EUNITE* members. This period will commence on the date of the signature of this *Consortium Agreement*. Termination of this period shall have to be determined by the *SC*.

Provider(s) shall mean the *Party* or *Parties* who are issuing a license to use *Material*.

Recipient(s) shall mean the *Party* or *Parties* who are granted a license to use *Material*.

Right owner(s) shall mean any *Party* whom may own *Intellectual Property Rights* to the material other than the *Creator(s)*.

Scientific Committee (ScC) shall mean the committee established under this *Consortium Agreement*, to resolve a variety of quality assurance issues as defined and remitted by the *SC*.

Steering Committee (SC) shall mean the *Steering Committee* or its successor in title established in accordance with the *MoU*.

Technical Committee (TC) shall mean the committee established under this *Consortium Agreement*, to resolve a variety of technical issues as defined and remitted by the *SC*.

Section 2: Purpose and Duration

2.1 Purpose

The purpose of this *Consortium Agreement* is to specify and describe the policies and procedures for the provision of courses under the terms and conditions, rights and obligations defined within this document. This *Consortium Agreement* supplements the provisions as detailed within the *MoU*.

In case of conflict with the *MoU*, the provisions of this *Consortium Agreement* will prevail.

2.2 Duration

This *Consortium Agreement* shall come into force as of the date of its signature by the *Parties* and shall continue in full force and effect until terminated in accordance with Section 10.3.

Section 3: Committees

3.1. Steering Committee (SC)

The *Parties* have established a *SC* composed of one duly authorised representative of each *Party* appointed by the rector of the respective *Party*. A list of names of institutional representatives is included in **Section 12**.

Each *Party* shall have the right to replace its representative and/or to appoint a proxy, after having informed the others in writing. Each *Party* shall use all reasonable endeavours to maintain the continuity of its representation.

The *SC* shall elect a chairman and a secretary from amongst its constituent members.

The *SC* shall meet at least quarterly in principle or at any other time when necessary at the request of the chairman or of one of the *Parties*. Meetings shall be convened by the chairman, through the secretary of the *SC* with at least one month prior notice.

Minutes of the meetings and subsequent agendas shall be transmitted to the representatives of the other *Parties* without delay. The minutes shall be considered as accepted by the *Parties* if, within fifteen (15) calendar days from receipt, no *Party* has objected in a traceable form to the chairman or secretary.

The *SC* shall be in charge of the overall direction and the strategic issues of *EUNITE*. The *SC* shall take responsibility for the successful running of all *EUNITE* related activities.

To that end, *SC* shall be responsible for - although not limited to - the areas which are summarised below:

- (a) reviewing and proposing to the *Parties* models for funding, budget transfers and other financial arrangements relevant to *EUNITE*. Final decisions on financial and budgetary issues must be voted for on a unanimous basis,
- (b) the acceptance of new members to *EUNITE*. Final decisions on new members to *EUNITE* must be voted for on a unanimous basis,
- (c) making final decisions regarding acceptance or withdrawal of *Material*,
- (d) making proposals to the *Parties* for the review and/or amendment of the terms of the *Consortium Agreement*. Final decisions on amendments to the *Consortium Agreement* must be voted for on a unanimous basis, and
- (e) agreeing on joint press releases by the *Parties* with regard to the *EUNITE*.

In voting, each *Party* shall have one vote. A meeting cannot be constituted without a quorum of *Parties* being present. A quorum consists of minimum of 5 representatives of the *Parties*. Unless explicitly provided to the contrary, decisions shall be taken by the majority of the votes of the *Parties* present or represented by proxy at a meeting. Where decisions are to be taken unanimously, all *Parties* must be represented at the meeting.

3.2. *Scientific Committee (ScC)*

EUNITE shall have a *Scientific Committee* that will consist of representative(s) designated by the *SC* amongst the *Parties* having executed the present *Consortium Agreement*, which will resolve a variety of quality assurance issues as defined and remitted by the *SC*.

For example the *ScC* may propose guidelines and procedures for the submission, the selection, the (educational) value, the updating and the withdrawal of material which is offered through *EUNITE*. The *ScC* may provide guidelines for the *Recipient(s)* on the correct utilisation of *Materials* from the *Provider(s)* including but not limited to acknowledgement of moral rights. Upon approval of the se guidelines and procedures by the *SC*, the *ScC* will undertake to implement the above. Subject to the provisions of the License Agreement, the responsibility for authorising changes in relation with material offered to *EUNITE* will remain within the remit of the *ScC*.

3.3. *Technical Committee (TC)*

EUNITE shall have a *Technical Committee* that will consist of representative(s) designated by the *SC* amongst the *Parties* having executed the present *Consortium Agreement*, which will resolve a variety of technical issues as defined and remitted by the *SC*.

For example it will be the task of the *TC* to propose guidelines and procedures regarding support systems, security matters and make and maintain an inventory (template for

inventory in **Annex III**) for all material offered through *EUNITE*. Upon approval of these guidelines and procedures by the *SC*, the *TC* will undertake to implement the above.

Section 4: Rights and obligations of each Party

Each *Party* undertakes to use reasonable endeavours to perform and fulfil, promptly, actively and on time, all of its obligations under this *Consortium Agreement*.

Each *Party* shall ensure that it has obtained the rights to grant a license to use and distribute *Material*, which is protected by any type of *Intellectual Property Rights*, to all *EUNITE* members, having executed this *Consortium Agreement*. This means that each *Party* shall be responsible for entering into the necessary agreements with *Creator(s)* and/or *Right owners* of *Material* within their own institution for courses that will be offered through *EUNITE*. In this respect, particular attention shall be given to the provisions of **Section 6**.

Each *Party* agrees not to use in any form any proprietary rights such as *Confidential Information* of a third party for which such *Party* has not acquired the right to grant licences and user rights to the other *Parties*.

Each *Party* undertakes to use reasonable endeavours to notify each of the other *Parties* promptly of any significant issues, such as communications it receives from third parties.

Each *Party* undertakes to use reasonable endeavours to promptly implement the guidelines of the *SC* with respect to making available, providing access to and/or withdrawing *Material* and courses for *EUNITE*.

Each *Party* shall use reasonable endeavours to ensure the accuracy of any *Material* it supplies hereunder, and to promptly correct any errors as soon as possible after being notified by the *SC*. The *Recipient* shall be entirely responsible for the use to which it puts such *Material*.

Each *Party* shall be fully responsible for the technical supervision of its obligations under this *Consortium Agreement* and shall enter into appropriate arrangements for such purposes.

It is the responsibility of the *Provider* to ensure that all *Material* and software appropriate to the running of the course is deposited with the Secretariat of *EUNITE*.

Section 5: Costs - Payment

Each *Party* shall cover its own costs connected to its participation within *EUNITE*, unless the *SC* decides otherwise or external funding is available.

During the *Pilot Phase*, each *Party* shall be solely responsible for the costs in developing the *Material* which will be offered through *EUNITE*.

Section 6: Individual contracts with Creator(s)

Except in cases where a *Party* has been granted ownership rights by virtue of a legal (e.g. work-for-hire doctrine) or a contractual provision, no *Party* may offer *Material* through *EUNITE* without having entered into a prior written agreement with the *Creator(s)* and/or *Rights owner(s)* of the *Intellectual Property Right(s)*.

The terms and conditions of such agreements shall be negotiated between the *Provider* and the *Creator(s)* and/or *Right owner(s)*. Such agreements shall be the responsibility of the *Provider*. A model that may, but does not have to be, used for a Licence Agreement is included in **Annex II**.

Each individual agreement shall include the conditions under which the *Provider* may use the *Material* for *EUNITE* purposes.

In particular the following issues will be agreed upon:

- A licence of the necessary *IPR* to the *Provider* that will allow the latter to use all or any part(s) of *Material*, subject to the consent of the *Creator* the right to alter, update and make modifications to the *Material*.
- The right of the *Provider* to sub-licence *Material* to third parties (e.g. *Recipients*).
- Acknowledgement of the moral right of paternity of the *Creator(s)*.

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Section 7: Licence to Intellectual Property Rights

Title and ownership of all *Intellectual Property Right(s)* attached to *Material* offered through *EUNITE* belong to the *Provider* or the *Creator(s)* and/or *Rights owner(s)* as agreed in the individual agreements referred to in **Section 6**.

Each *Party* hereby grants to all other *Parties* a royalty-free, non-exclusive license to use *Material* offered through *EUNITE*.

The licence granted in this *Consortium Agreement* by *Providers* only relates to *Materials* accepted by the *Steering Committee (SC)* for *EUNITE* purposes.

The licence shall be restricted to use of *Material* for non-commercial, educational and research purposes only.

The licence granted to the *Recipient(s)* under this *Consortium Agreement* shall not include a right to sub-licence *Material* to any third party.

The licence granted to the *Recipient(s)* under this *Consortium Agreement* shall include a right to modify *Material* subject to approval by the *ScC*.

The *Recipient(s)* undertakes to give due notice to affix a proper copyright notice and acknowledge the *Creator(s)* name in relation to all uses made with the *Material*.

Section 8: Software licences

Where necessary, if specific software is required to use the *Material* this is listed in the inventory held by the *TC*. Each party shall be responsible for ensuring they have the relevant licence for using and, where appropriate and possible, for sub-licencing the use by *Recipient(s)* of such software.

If the use of the *Material* requires new software developed within a *Provider* a licence to such software is granted under the conditions of Section 7.

Section 9: Liabilities

9.1 Liability towards each other

Each *Provider* shall indemnify the *Recipient* against claims from third parties resulting from *Intellectual Property Right* infringement in relation to *Material* offered to *EUNITE*. Such indemnity shall not extend to indirect or consequential loss or damages of the *Recipient* such as but not limited to loss of profit, revenue, contracts or the like.

The *Recipient* shall be entirely responsible for the use of *Material* supplied by the *Provider*.

9.2 Liability towards third parties

Each *Party* shall be solely liable for any loss, damage or injury to third parties resulting from its faulty actions or omissions within *EUNITE* or in general from non-respect of the provisions of this *Consortium Agreement*.

9.3 Liability with respect to contractual obligations

Each *Party* shall be fully responsible for the performance of its obligations, in respect of which it enters into any contract with a third party (including contracts with *Creator(s)* and/or *Right owner(s)* under **Section 6**) and shall ensure such contracts enable fulfilment of the *Consortium Agreement*.

9.4 Defaults and Remedies

In the event of a substantial breach by a *Party* of its obligations under this *Consortium Agreement* the other *Parties* may exclude the *Defaulting Party* from this *Consortium Agreement* according to the procedure described in 10.2. Such exclusion shall only be executed if the breach has not been remedied within three months after having received a written notice from the *SC*.

The consequences of exclusion with respect to the *Defaulting Party* shall include but not be limited to the provisions in (a) and/or (b) below.

(a) the licences granted to the *Defaulting Party*, as *Recipient* under this *Consortium Agreement* shall cease immediately;

(b) the licences granted by the *Defaulting Party*, as *Provider* under this *Consortium Agreement* shall remain in full force and effect during the ongoing academic year.

9.5 Force majeure

In the event where a substantial breach is due to *Force Majeure* the *Party* will notify the other *Parties* in writing as soon as possible. The *SC* shall discuss the possibilities of a transfer of tasks affected by the event. Such discussions shall commence as soon as reasonably possible. If such *Force Majeure* event is not overcome within 6 weeks after such notification, the transfer of tasks shall be carried out.

Section 10: Termination

10.1. Withdrawal

Any *Party* may withdraw from the *Consortium Agreement* upon proper written notice to the *SC*. Such withdrawal shall take effect from the beginning of the next academic year provided that the written notice was given before February 1st of the ongoing year.

10.2 Exclusion

In case of a substantial breach as described in **Section 9.4** the *SC*, excluding the representative of the *Defaulting Party*, may unanimously decide to exclude the *Defaulting Party* from this *Consortium Agreement*.

10.3 Termination by agreement

The *Parties* may agree at any time to terminate this *Consortium Agreement* upon the unanimous decision of the *SC*.

Section 11: Jurisdiction and applicable law

This *Consortium Agreement* shall be construed and enforced in accordance with the laws of Belgium.

All disputes or differences arising in connection with this *Consortium Agreement* which cannot be settled by negotiation, shall be finally settled by mediation, or if that fails, arbitration under the World Intellectual Property Organisation (WIPO) Arbitration and Mediation Centre, under their rules by one or more arbitrators to be appointed under the terms of those rules.

The award of the arbitration shall be final and binding upon the *Parties* concerned.

Section 12: Notices

Any notice to be given under this *Consortium Agreement* shall be in writing to the following addresses. It shall be deemed to have been served when personally delivered, or, if transmitted by telefax, electronic or digital transmission when transmitted, provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

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Made in Leuven, on the (date) in 9 copies. Each *Party* declares to have received 1 copy and 1 copy being deposited at *EUNITE* Secretariat.

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If you wish to copy or otherwise make use of this agreement for non EUNITE purposes or have any queries on the contents, please contact the EUNITE secretariat at:

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Annex I: European University Network for Information Technology in Education (EUNITE)

Memorandum of Understanding

20 January, 2000

The European Network for Information Technology in Education (EUNITE) is a strategic alliance between the following universities:

Aalborg Universitet	Denmark
University of Strathclyde	Scotland
Universidad de Granada	Spain
Fernuniversität Hagen	Germany
Helsinki University of Technology	Finland
Katholieke Universiteit Leuven	Belgium
Lund University	Sweden
Universiteit Twente	The Netherlands

Introduction

EUNITE is aimed at the implementation of ICT (information and communication technologies) in teaching and learning and at the creation of a co-operative network of universities with the objective to provide a wide range of ICT supported offerings in teaching and learning: a “European Virtual Campus” (EVC) for exchange of courses, sharing of joint courses, and joint development of programmes and courses. EUNITE will strive for and guarantee a coherent and high quality of teaching and learning and will provide a forum for creating, designing and offering of courses and programmes to the European and global market, It shall not exclude non-member universities to take part in the activities.

General goals

The general strategic goals of EUNITE are:

- to promote the use of ICT as tools for improving teaching and learning in higher education,
- to capture the market for life-long learning on a university level,
- to enhance and develop the co-operation of the EUNITE universities in these fields.

In achieving these goals EUNITE wants to develop the following opportunities for co-operation:

- the innovation potential of ICT for on-campus higher education,
- new ways for open and distance learning,
- the internationalisation of learning programmes,
- enhanced inter-university networking in the provision of courses and programmes/curricula, and the production of learning materials.

Added Value

The EUNITE partners do realise that the above mentioned areas for co-operation are particularly suited to achieve substantial advantages. Major advantages are to be achieved in the range and the quality of offerings that each individual institution will be able to offer to its students, be it regular students, students for distance learning or students for life-long learning.

Next to these considerations economic considerations are an important driving force. The constituent institutions do realise that the above mentioned goals can only be made operational under conditions of sufficient scale and mutual support.

Policy Issues

Within each member university a vigorous effort and an effective strategy will be made to motivate all levels (departments, faculties as well as the central policy and administration level) for EUNITE, and to involve them in the EUNITE developments.

Furthermore EUNITE should:

- stimulate partner universities to include ICT-based educational innovation as a criterion in their academic reward and career development systems
- set up a benchmarking system as an instrument to create a desired level of consistence between the partners. Initially the aim is the establish methods of best practice and to carry out joint evaluations for joint recommendations.
- make use of European mechanisms for credit transfer (e.g. ECTS - European Credit Transfer System) wherever applicable.
- install a EUNITE web site to promote EUNITE and to provide assistance to the partnering institutions.

Support network

A crucial parameter of support is an international support network at the disposal of the partner universities, built upon local support centres or networks for the application of ICT in teaching and learning. Such a European support network will aim at bundling existing resources and pooling together existing expertise. The aim is to be and to remain at the frontier of developments in ICT in teaching and learning, and by doing so to be able to train and enhance the skills of the teachers of the partnering institutions.

Research and Development

It is appreciated that the advancement of ICT in teaching and learning is one of the cornerstones of EUNITE. Therefore EUNITE is firmly committed to co-operation in research projects and experiments in these areas, and will promote exchange of experience by taking an active role in organising EUNITE and international conferences and seminars.

A first objective is to co-ordinate the activities of the consortium partners and to create in this way stable and strong research of sufficient depth and width to be active at the research frontier in this area. The creation of a broader research group also aims at reducing and preventing possible duplicate efforts at the partnering institutions.

Courses and Programmes

One of the main thrusts of EUNITE is the development of joint European courses and programmes for teaching and learning. EUNITE therefore aims to develop models for European courses on the basis of (modular) developments at each of the partnering universities.

A main consideration is the course language. In Europe we are dealing with different national languages and it is realised that this will remain so, in particular for bachelor's or equivalent courses. When partners collaborate in the joint development of courses, it is proposed that English will be adopted as common course language for master texts, and that courses will be translated into the national language from this master text if such a need is felt.

Productive exchange and sharing of courseware, in general and in particular among the EUNITE institutions, is only feasible if the courseware will be platform independent. It is a primary interest of EUNITE to promote such platform independence. EUNITE should act as an interest group to promote interoperability between different platforms.

Also on the basis of the above considerations course development will, initially, be primarily focused on Masters, PhD and specialised post-graduate programmes and courses.

In connection to the development and exploitation of courses special attention will be given to the issue of intellectual property rights. It is generally felt that copyright issues are becoming more and more critical to the international co-operation in courseware development. It is in the firm interest of EUNITE to create a joint pool of expertise, also to take different national legislation on copyright issues into account, with the aim to emphasise the importance of access to educational material on the Internet and to develop a set of rules concerning the use of copyrighted material within the EUNITE network.

Governance

The governance structure of EUNITE will be set up in two phases:

- a provisional structure for the launching period (first year);
- a steady state structure

In the first year, governance is taken up by the Steering Committee. This consists of one representative of each university appointed by the rector (each university being allowed to bring additional people to the meetings). The Steering Committee elects a chairperson among its members.

The Steering Committee monitors the activities of the first year, evaluates their results in the perspective of a decision to move towards a steady state after the first year and prepares the final structure and organisation of this steady state (including a detailed working and financial plan for the year 2001, based upon the results of the first year's activities).

It creates taskforces as working structures for the first year. Each taskforce is closely followed up by one member of the Steering Committee. Each person responsible for a taskforce reports regularly to the full Steering Committee, either in physical meetings or through ICT links.

Each participating university covers its own costs connected to the operations where it is involved, including costs for administration connected to the tasks that are taken up within the Steering Committee.

A proposal for the concrete structure of the steady state has to be worked out by the Steering Committee by the 20 October 2000.

Taskforces

From its start EUNITE will set up the following taskforces:

- Digital learning platforms and digital campus (technical and pedagogical aspects),
- European Virtual Campus: concept and policies of co-operation
- Pilot programmes and courses,
- EUNITE web site implementation,
- Research and development.

Each university nominates members of his/her university to at least three different taskforces. In this way sufficient spread over the taskforces from the different universities will be secured. Intermediate taskforce reports are requested to be delivered by 1 October 2000, and a full report of each taskforce is requested by the end of the first year. It should specify an action plan and budget proposal for 2001.

The taskforces have the following tasks:

a. DIGITAL LEARNING PLATFORMS AND DIGITAL CAMPUS
(technical and pedagogical aspects)

- to make an inventory of digital learning platforms, being developed or in use at the partner universities, and define the conditions of their compatibility in view of a joint but distributed digital campus (EVC). This inventory should also collect relevant information on international developments, with emphasis on open standards;
- to develop a proposal for EUNITE policy/ies on digital learning platforms within the partner universities as well as for the network (EVC);
- to provide a list of prioritised technical requirements for EVC (e.g. minimal bandwidth, different concepts according to expected evolutions in bandwidth, solutions for the problem of maintaining quality, databases with reusable materials,...);
- to define conditions and restrictions for using each other's platforms;
- to develop concepts for technical support to teachers and learners;
- to provide an inventory of the contribution that partners are willing to take up in the framework of a support network;
- to establish where needed contacts with relevant organisations (PROMETEUS, TERENA, ENPG, DANTE etc.).

b. EUROPEAN VIRTUAL CAMPUS: CONCEPT AND POLICIES
FOR CO-OPERATION

- to clarify the concept and models of a European Virtual Campus, as a digital teaching and learning environment, and a distributed database of teaching and learning materials;
- to investigate the partners' needs towards EVC;
- to define (internal and external) target groups for EVC programmes and courses;
- to define policies and develop guidelines for course development and delivery;
- to discuss access conditions and policies (e.g. towards external target groups and towards non partner universities that participate in course development);
- to discuss accreditation of courses and quality standards;
- to develop a set of rules concerning the use of copyrighted web-based material within the EUNITE network.

c. PILOT PROGRAMMES AND COURSES

- to provide an overview of programmes, courses and teaching and learning materials that are available or under construction in partner universities as input to the database and to joint programme and course development;
- to investigate the partners' interests and priorities for joint programme and course development, delivery and exchange;
- to identify and exploit concrete opportunities for exchanging and sharing programmes, courses and/or course materials;
- to design and develop concrete pilots of joint development of programmes and courses.

d. WEB SITE IMPLEMENTATION

- to define the overall design and structure of the EUNITE website (including the website for the European Virtual Campus) as a source of information about the network, and as a portal to the partners' websites;
- to define the main areas to be covered (information on EUNITE and its ongoing activities, general information on ICT in education, links to relevant sites);
- to provide content for the web site;
- to define accessibility rules and guidelines.

The web site should contain world-wide information on ICT initiatives in particular in relation to teaching and learning and other relevant activities in education.

This web site will be created in close co-operation with EuroPACE 2000 for design and subsequent maintenance.

e. RESEARCH AND DEVELOPMENT

- to make an inventory of relevant research within the EUNITE partner universities on the use of ICT in teaching and learning, paying specific attention to "ICT pedagogy";
- to investigate possible co-operation in research projects and practical experiments in this field;
- to organise workshops and seminars for exchange of experience.

Annex II - Internal Licence Agreement

1. Parties

Parties for this Agreement are NAME (hereafter called "*Licensor*") and NAME OF UNIVERSITY (hereafter called "*Licensee*").

2. Scope and purpose

European University Network for Information Technology in Education (EUNITE) is a strategic alliance of participating institutions for the development of web-based learning material. EUNITE currently comprises the universities of Aalborg University (Denmark), Universidad de Granada (Spain), FernUniversität Hagen (Germany), Helsinki University of Technology (Finland), Katholieke Universiteit Leuven (Belgium), Lund University (Sweden), Universiteit Twente - (Netherlands), University of Strathclyde (Scotland). Other institutions may be added to the EUNITE network upon approval by its Steering Committee.

The purpose of this Agreement is to license certain Intellectual Property Rights concerning the NAME OF THE COURSE (hereafter called "*Licensed Material*") to be offered and distributed within the framework of EUNITE.

3. Subject of the License

The *Licensor* grants the *Licensee* a non-exclusive, non-revocable license to utilise within the framework of EUNITE the *Licensed Material* (an itemised inventory of which is attached to this agreement) for non-commercial educational and research purposes. This licence covers all acts of reproduction and communication to the public that are required in relation with the distance education project that is pursued by EUNITE. The use authorised under the present agreement includes but is not limited to use in other media or format such as web site, print, electronic storage, multimedia and databases. The *Licensee* will also have the right to keep a back-up copy of the *Licensed Material*.

The license includes the right for the *Licensee* to sub-license the *Licensed Material* to existing and future partners of EUNITE under the same conditions as the present license.

[With a view to maintaining the quality of the courses offered throughout the EUNITE network, the present license authorises the *Licensee* and its sub-licensees to modify, customise and adapt the *Licensed Material*. The licensor thus agrees to waive, where applicable, its right of integrity with respect to *Licensed Material*.]¹

This license is granted free of charge. Should the *Licensee* receive any compensation for the exploitation of the copyright the *Licensor* is entitled to receive remuneration subject to separate local agreements

The *Licensor* agrees to allow the institution to represent him/her in any discussions with EUNITE over the use of the specified course materials.

The *Licensee* shall have the right to take legal action on behalf of the *Licensor* if necessary.

¹ [Subject to further discussion and agreement between *Licensee* and *Licensor*.]

4. Other Commitments

The *Licensor* warrants to the *Licensee* that they have obtained adequate written permissions for any material included in the *Licensed Material* and to which third parties may assert Intellectual Property Rights.

The *Licensor* warrants to the *Licensee* that in granting the present licence they are not in breach of any pre-existing confidentiality agreement.

The *Licensee* undertakes that whenever using the *Licensed Material*, proper copyright notices be applied and in particular that, wherever possible, the author's name is indicated.

5. Duration

This agreement will remain in effect for as long as the *Licensee* has any commitments regarding EUNITE.

If there are any disputes these will be settled by the normal internal dispute procedures or the law of COUNTRY.

Annex III: Template for Course Description

Course name:

Number of credits:

Course level:

Course *Creator(s)*:

Other *Right owner(s)*:

Employee Institution:

Contact details:

General academic area of course:

The course consists of the following documents:

The course consists of the following files:

For example - images, PowerPoint slides, video/audio files, irrespective of format.

In addition to standard operating systems and web browsers the above files will require in addition the following specific software in order to run:

For example – Flash, PowerPoint, Movie Player, QuickTime.

The total size of all the files is (to the nearest Mb):

The above course materials are available through the following portal:

<http://www.eunite-online.org>