

# CONTRACT ON USING THE MOBEDU ON-LINE LEARNING ENVIRONMENT AND MATERIAL BANK

## 1. Contracting parties:

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**1.1** Tampere Polytechnic - University of Applied Sciences (referred to as the Coordinator in this contract)

P.O.Box 21

33521 TAMPERE

**1.2** You, collaboration partner (referred to as the Collaboration partner in this contract)

## 2. Definitions

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MobEduNet research and development project (referred to as Project in this contract) is an EU-project the object of which is to create an open on-line learning environment to support the research and development of mobile learning. The contents of the learning environment are available for the contracting partners under the conditions defined in this contract.

The material bank of MobEduNet (referred to as Material bank in this contract) is a Project data reserve operating within a closed on-line environment. It contains teaching and research materials meant for non-commercial teaching and academic use. The terms for using the Material bank and the right to use the materials brought to the Material bank are further defined in clause 4 of this contract: The usage rights and the duties of the Collaboration partner.

MobEduNet material (referred to as Material in this contract) means all material stored in the Material bank and is protected by the copyright laws or other legislations.

The coordinator of the MobEduNet (referred to as Coordinator in this contract) is Tampere Polytechnic ? University of Applied Sciences which coordinates the user environment and on behalf of the contracting parties grants the permission to use the Material in the Material bank.

Collaboration partner (referred to as Collaboration partner) means an educational institution or other organisation which has signed this contract.

User (referred to as User in this contract) is a person who has the right to use the Material having received permission either from the Coordinator or through a contract signed by a

Collaboration partner. The User has accepted the User rights of the Material when signing into the Material bank.

MobEduNet project network (referred to as Project network in this contract) means the Contracting parties who have signed this contract as well as any commercial partners who deliver Material to the Material bank (referred to as Partner in this contract). The Coordinator writes up a separate agreement with the Partners. This contract does not define the rights of the Collaboration partner or the User regarding the Materials the Partners have brought to the Material bank.

### **3. The purpose and object of the contract**

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This contract is between you, the Collaboration partner, and Coordinator

The purpose of this contract is to agree about the terms of usage of the Material bank between the Collaboration partner and the Coordinator as well as the usage rights of the Material within the Material bank. It also covers the usage rights for the Material the Collaboration partner and the User operating under the permission of the Collaboration partner have stored into the Material bank.

This contract covers all Material within the Material bank as well as the Material which a person given the permission to use the Material by the Collaboration partner stores into the Material bank.

### **4. The usage rights and the duties of the Collaboration partner**

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#### **4.1 The right to use the Material in the Material bank**

The Collaboration partner gains the right to use the Material in the Material bank under the following conditions:

**4.1.1** The Material may only be used for non-commercial use. Non-commercial use means internal research and development project work done by the Collaboration partner, User's own non-commercial research work and teaching. In non-commercial teaching the User has the right to use the Material in the Material bank by making paper prints of the Material and making the Material available for the students in an electronic format. The User does not have the right to grant students or other persons access to the Material bank and to the Materials in the Material bank.

**4.1.2** The Collaboration partner only has the right to grant the usage rights for the Material to a person who has an employment contract within the Collaboration partner institution.

**4.1.3** The User of the Material has the right to modify, translate, update and further

develop the Material and to combine the Material to be used together with other materials in accordance with clause 4.1.1.

**4.1.4** When using or modifying the Material, the name of the original creator or other assignee must be mentioned in accordance with good practice.

**4.1.5** The usage rights for the Material are valid as defined in the clause 7 of this contract.

**4.1.6** Using the Materials from the Material bank does not require a monetary compensation from the Collaboration partners.

**4.1.7** This contract or the attached User agreement does not cover the Materials brought into the Material bank by the Partners. The precondition of using said Material is to approve a separate user contract.

## **4.2 Informing the User**

The Collaboration partner is in charge that when first logging into the Material bank the User of the Material bank approves the conditions of the User agreement attached to this Contract. The User electronically approves the conditions of the User agreement when first logging into the Material bank.

## **4.3 Usage rights for the Material stored into the Material bank**

The Collaboration partner gives the other Collaboration partners or Partners of the Project network the rights for the Material stored into the Material bank on its behalf or with its permission under the following conditions:

**4.3.1** The Material may only be used for non-commercial use. Non-commercial use means internal research and development project work done by the Collaboration partner or Partner, User's own non-commercial research work and teaching. In non-commercial teaching the User has the right to use the Material in the Material bank by making paper prints of the Material and making the Material available for the students in an electronic format. The User does not have the right to grant students or other persons the access to the Material bank and to the Materials in the Material bank.

**4.3.2** The User of the Material has the right to modify, translate, update and further develop the Material and to combine the Material to be used together with materials in accordance with clause 4.3.1.

**4.3.3** The usage right is valid for an unlimited time. Ending of the contract as specified in the clause 7 of this Contract does not terminate the usage right defined in the clause 4.3 of this Contract.

**4.3.4** The Coordinator has the permission as defined in this Contract to further deliver the Materials to be used by the Collaboration partners or Users and Partners operating with the permission of the Collaboration partners.

**4.3.5** No monetary compensation will be paid for transferring the usage right for the Material.

**4.3.6** On behalf of itself and the User operating under its permission, the Collaboration partner affirms to owning to the Material stored in the Material bank all the copyrights as defined in the copyrights law (404/1961) and possible other legislation in order to transfer them in the extent defined in this Contract and the Usage agreement.

## **5. Updating, upkeep, removing materials and interruptions in usage**

The Coordinator and the Collaboration partners aim to create a high-quality on-line learning environment both in content and in operation.

**5.1** The Coordinator is not responsible for the technical functionality (for example interruptions in usage), updating, upkeep or storage of the Material nor the quality or validity of the contents of the Material.

**5.2** The Coordinator has the right to immediately remove from the Material bank any Material which can justifiably be considered as infringing the copyright or other rights of a third party.

**5.3** The Coordinator has the right, if needed, to re-arrange the Material or to remove any Material stored in the Material bank which is considered to be of unquestionably poor quality or the contents of which do not fit the Materials in the Material bank. The Coordinator writes a notice for the Collaboration partners two weeks in advance to inform about the removal of such Material.

**5.4** The Collaboration partner or the User do not have the obligation to store the Materials referred to in clause 4.3 into the Material bank.

## **6. Legal responsibilities**

The Collaboration partner is in charge of all damages and costs which may occur to the Coordinator or a third party for breaking this Contract.

If a Collaboration partner has grounds to consider Materials to infringe the rights of a third party as defined above, the Collaboration partner has the right at its own cost to (i) obtain the Coordinator the right to continue using said Material or (ii) to change the Materials or replace the Materials in contextually similar Material so that the infringement ceases. If neither of the options mentioned above is possible for the Collaboration partner, the

Coordinator must remove the Material from the Material bank by the request of the Collaboration partner.

## **7. Coming into force, termination and the legal effects of the termination of the contract**

### **7.1 This Contract comes into force when both Contracting parties have signed it.**

**7.2** The Collaboration partner or the Coordinator has the right to serve a notice of termination of the agreement to the other Contracting party by delivering a written notice of termination. The term of notice is six (6) months which are considered to start two (2) working days after mailing the notice of termination.

**7.3** After the termination of the agreement, the Usage rights defined in clause 4.3.3 and other contract clauses which are clearly defined as remaining in force after the termination of the Contract will remain in force.

**7.4** Both Contracting parties may dissolve this contract to end immediately if the other Contracting party integrally breaks the contract and does not correct the breach within the extra time that may be given.

**7.5** This Contract terminates automatically if the operations of the Project cease.

## **8. Contract and modifying it**

**8.1** This Contract replaces and supersedes all previous written and oral contracts or conditions about the object of the contract between the Contracting parties.

**8.2** The Contracting parties may change this Contract only in writing. Other changes are invalid. The changes come into effect after both Contracting parties have appropriately approved them.

## **9. The applicable law and solving disagreements**

This agreement is governed by the Finnish legislation. Any disagreements caused by this contract will primarily be solved in negotiations between the Contracting parties. If the Contracting parties cannot come to an agreement, any disputes are resolved in the district court of Tampere.