



EUROPEAN
MULTIPLE
MOOC
AGGREGATOR

[EMMA MOOC Providers documentation]

EUROPEAN MULTIPLE MOOC AGGREGATOR (EMMA) ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This EUROPEAN MULTIPLE MOOC AGGREGATOR (EMMA) ONLINE COURSE HOSTING AND SERVICES AGREEMENT (this "agreement"), dated as of _____, 2016 (the "effective date"), is by and between EMMA, CIP Grant agreement number 621030, with the main address University of Naples Federico II, Via Partenope 36, 80121 Naples, Italy represented by Rosanna De Rosa and the Content Provider _____, represented by _____ I.D. _____.

EMMA and the Content Provider may hereinafter be referred to as "Party", and collectively, the "Parties."

BACKGROUND

WHEREAS, EMMA has developed a proprietary platform to host certain learning content that will be made available to end users online via the Internet.

WHEREAS, the Content Provider desires to implement EMMA's proprietary platform by supporting course development by its instructors and making online content available for use to end users; and

WHEREAS, EMMA may make available various forms of services through or in connection with its proprietary platform, and the Content Provider desires to obtain the services described in this Agreement, subject to the terms and conditions contained herein.



Project has been funded with the support of the Competitiveness and Innovation Framework Programme

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NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, EMMA and the Content Provider hereby agree as follows:

AGREEMENT

1. STRUCTURE

The Content Provider is entering into this Agreement on behalf of itself.

2. DEFINITIONS

Capitalized terms used in this Agreement will have the meaning provided in this Section 2 or as otherwise provided where such terms are first used.

“Content Provider”

“Course”

“Content”

“EMMA Website”

“End User”

“Instructor”

“Intellectual Property Rights”

“Platform”

“Quality Standards”

EMMA: EMMA is a 30 month pilot action running from February 2014 to July 2016 that is supported by the European Union. It aims to showcase excellence in innovative teaching methodologies and learning approaches through the large-scale piloting of MOOCs on different subjects. EMMA provides a system for the delivery of free, open, online courses in multiple languages from different European universities to help preserve Europe’s rich cultural, educational and linguistic heritage and to promote real cross-cultural and multilingual learning.

The project is led by the Federica Web Learning team at the University of Naples Federico II in Italy

EMMA Consortium

The EMMA Consortium includes, apart from University of Naples, Federico II, 3 Open Universities: Universitat Oberta de Catalunya in Spain, Open Universiteit in the Netherlands and Universidade Aberta in Portugal and 4 traditional universities: University of Leicester, UK, Université de Bourgogne, France, Tallinn University, Estonia and Universitat Politècnica de València, Spain. CSP – Innovazione Nelle ICT S.C.A R.L., Italy is a partner and will be supporting the implementation of the platform, while ATOS in Spain will be leading the exploitation work. IPSOS srl, Italy will take care of market analysis on users and contributors, and ATiT in Belgium are responsible for dissemination.

Content Provider: The Institution, be that Educational or Cultural Institution that is providing the MOOC, or the Individual Professor who is creating and delivering the MOOC.



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Course: = the **learning content** in its entirety, including design and scaffolding, textual and video content, assignments and images : also referred to as MOOC. See section 3 below for further information regarding the learning content you provide **Provider Content**

Intellectual Property Rights and Retention of Ownership. Except for the rights expressly granted to the owner of intellectual property (IP) under these Terms, Course Providers will retain all right, title and interest, including all worldwide intellectual property and proprietary rights.

Unless otherwise indicated, EMMA offers freely accessible (course) materials under the Creative Commons license CC BY-NC-SA 4.0 <http://creativecommons.org/licenses/by-nc-sa/4.0/>.

Preservation of Notice. Course Providers shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any materials provided under these Terms.

Learner-generated comments: In the website, Providers give learners the right to take part in group forums, and post comments and replies. This learner-generated content is in the public domain and may be used by **EMMA and/or the Content Provider** for research purposes for the duration of the project.

Instructor: refers to professor, teacher or tutor, who is responsible for creating and/or presenting the course and content therein

Platform: the platform refers to the EMMA platform on which the Course/MOOC will be delivered

Quality Standards: the EMMA editorial policy stipulates the minimum requirements in terms of content, syllabus and layout, language of expression and quality of video and image as well as time frame for the production of the MOOC, its content. The Content Provider does not guarantee that any minor errors detected after publication will be corrected immediately.

Certification: Content provider is responsible. EMMA does not have the authority to award Academic credits or certification on behalf of the Content Provider

3. AVAILABLE CONTENT

3.1 Provider Content. At its cost and expense, any Content Provider may develop, produce and submit Courses and related Content for hosting on the Platform for access and use by registered End Users based upon the Platform's Best Practice Guide. Upon mutual agreement between EMMA and the Content Provider, as specified in the relevant New MOOC Provider Template, the form which is found in **Exhibit A**, EMMA may make Provider Content available to End Users. Content Providers will be responsible for providing Course Content in a format that can be hosted and streamed via the Platform on the EMMA Website.

(a) General Requirements for Provider Content. All Provider Content must meet certain technical quality standards pertaining to (i)



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video quality; (ii) audio quality; and correct formatting of other Content (“Quality Standards”) as designated by EMMA. It is the Parties’ intention that the Provider Content will be developed as an at-scale offering that allows broad use and exploits the possibilities of the EMMA Platform.

- (b) Processes for Content Development and Acceptance. All Provider Content referenced in this Section 3.1 (b) is Provider Content made available to End Users made through the EMMA Website and shall be subject to all of the following requirements under this Section 3.1 (b). Provider Content must satisfy the Course Criteria in addition to the Quality Standards. EMMA reserves the right to remove or otherwise suspend access to any Provider Content failing to satisfy the Course Criteria, at EMMA’s reasonable discretion, with at least three business days prior notice.

i. **Course Development Agreement.** Prior to any Provider Content offering, EMMA and the Content Provider(s) will mutually agree on and execute a Course Development Agreement, pursuant to which Content Provider(s), in the process of preparing the Provider Content, decide to make material changes to the content or assessments agreed upon Course specifications, EMMA should be notified promptly, and no fewer than 30 days prior to the first scheduled launch of the provider content on the Platform.

ii. **Course Lifespan.** Prior to any Provider Content offering, the Parties will mutually agree on an initial period for a guaranteed offering of the Provider Content (“**Initial Period**”), as set forth in the Course Development Agreement. The Provider Content will continue to be offered following the Initial Period, and after the Initial Period, the Content Provider may request that the Provider Content be removed from the Platform (“**Removal Request**”), and within 90 business days (or as otherwise agreed by the Parties in a Course Development Agreement) of receipt of the Removal Request, EMMA will remove the Provider Content from the Platform. For purposes of this Agreement, “**Course Lifespan**” means the later of (i) the time until the end of the Initial Period or (ii) the date of the Provider Content has been removed from the Platform pursuant to any Removal Request. At the end of the Course Lifespan, Course Provider(s) has the right to have the Provider Content removed from the EMMA Website.

iii. **Course Acceptance Procedures.** Upload of Provider Content onto the Platform will follow a schedule mutually agreed upon in the Course Development Agreement. Upon upload of Provider Content onto the Platform, EMMA has the right to check the materials for compliance with the Course Development Agreement, Course Criteria and Quality Standards. EMMA acknowledges the paramount importance of freedom of inquiry and instruction in its Course. Any compliance



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review will be solely based on meeting generally accepted course design and technical standards. Should EMMA find that the Provider Content is not compliant with either the Course Development Agreement or Course Criteria, EMMA has the right to so notify the Author(s) and Content Provider(s), and return the Provider Content to the Author(s) and Content Provider(s) for correction (via a “**Deficiency Notice**”). Such Deficiency Notice must be provided no later than the last of the following: (i) 21 days in advance of the launch of the Provider Content;

_____, _____, ____*th* 201_.

The MOOC provider legal authorized representative

EMMA Project Consortium

Rojanne de Rose



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