**8 School Pilot Model Cooperation Agreement**

*An example of a cooperation agreement made with a school that receives equipment from the initiator of an evaluation (e.g. an ICT supplier called VALCo). Where equipment only is to be provided rather than an honorarium or financial reward, then users are recommended to use this form of contract rather than the example provided in appendix 6.*

*The template is provided as an example only of the type of contract currently used by EUN Partnership aisbl to cover its relationship with teachers or schools and therefore it is adapted to meet the particular requirements in its country of operation. EUN does not warrant or make any claim that it is complete or will be in any way appropriate or will fit your particular circumstances. It is important that you check with your professional advisers to ensure that the template is suitable and, in particular, that it is compliant with the law and administrative requirements of any territory where it will be used.*

Cooperation Agreement

This Cooperation Agreement is made between

Name of contracting organisation, with its registered offices “address” represented by Name of Senior Official (“ORG”)

and

“School”

“Address\_1\_line”

“Address\_2\_line”

“Country”

Represented by its legal representative, “Schoolhead” (“the School”).

**THE CONDITIONS OF THE AGREEMENT ARE AS FOLLOWS:**

1. BACKGROUND

* 1. ORG has signed a collaboration agreement with name of validating company (VALCo) by which VALCo has agreed to participate in a pilot with approximately XX classrooms in compulsory education across YY countries in Europe (geographic area) in order to provide feedback and objective of validation ("the Project"). The pilot phase of the Project (see annex 2) will take place between the xx date and yy date with the observation in schools finishing at zz date. This Agreement only covers the pilot phase of the Project.
  2. More specifically the objectives of the VALCo pilot are:
* Objective….
* Objective…..
* Objective…….

The study will include additional notes as required.

* 1. As part of the pilot phase of the Project, VALCo has agreed with ORG to make available XXXX ("the Equipment") for the use primarily of the teachers as only a limited number of classes, which are specified in annex 2 will also be equipped for pupils. The detail of the Equipment is specified in annex 1.
  2. The School has agreed to participate in the pilot phase of the Project and ORG has agreed to supply the Equipment via VALCo in accordance with the conditions of this Agreement.
  3. All participants to the Project (schools, teachers) have agreed the following:
* They consent to participate in the Project
* They agree to participate in the Project for free without payment of any kind being due to the participants by ORG or VALCo whether now or in the future whether as royalties, fees or in consideration for any service rendered under this Agreement or any extension thereof.
* They agree that ORG may use freely all information obtained from this project, while preserving data privacy.
* The school has a written arrangement with the parents and pupils (see article 4) and the school also has to set up an agreement with its teachers regarding the points raised above.

2. Core Obligations of ORG

* 1. ORG shall provide the Equipment to the School, as specified in annex 1. This Equipment shall be made available via VALCo. The Equipment shall be supplied provided the School has confirmed to ORG that it will participate in the Project and that the various agreements specified in article 1.5 and in articles 4 and 6.3 below, are in place. The Equipment shall be provided by VALCo in accordance with the agreed Protocol with ORG which forms annex 3 of this Agreement.
  2. ORG shall manage the research work in connection with the teachers of each school which will be associated to the Project.

3. Activities of the School

The School agrees to participate in the pilot phase of the Project and agrees to carry out the following activities:

1. Plan and execute the project as described in annex 2.

2. Provide feedback on the Equipment and other observations on the use of the validation equipment by participation in surveys, questionnaires and interviews.

3. Register and participate in an online community of practice at WWW.xxxxxx.

4. Keep ORG or the Pedagogical Coordinator of the VALCo project fully informed of the progress of the Project if required by them.

5. Participate in any evaluation activities organised by ORG for the Project.

All of the observation in schools will finish by the end of XXXX and the project will be finished by the YYYY.

4. Obligations

* 1. The School accepts that it will be held primarily responsible by ORG if the Equipment is damaged as a result of the non-respect of the conditions specified under point 4.3).
  2. The Equipment will only be delivered to the School upon confirmation to ORG that appropriate insurance coverage (or any other mechanisms to guarantee the equipment) has been arranged in accordance with article 6 .3 below.

Applicable only to the school which will receive e.g.: equipment for pupils

* 1. The Equipment may be used at home by the pupils participating in the Project provided that a written arrangement has been signed by the School with each pupil and parent(s) or legal guardian(s) concerned covering the proper and safe use of the Equipment. This arrangement shall cover the following as a minimum:
* That the parent(s) or legal guardian(s) accepts responsibility if the Equipment is lost or damaged whilst the Equipment is in the possession of the pupil or parent(s) or legal guardian whether at home or in the journey to and from the School.
* Encourage the pupil to keep the Equipment in its protective cover (if made available by the School) and not to put heavy books on top of the Equipment in the schoolbag.
* Ensure where possible that the Equipment is used in family rooms rather than in a bedroom.
* Ensure that any extra software downloaded onto the Equipment respects any copyright laws applicable and that such downloading does not reduce the ability of the Equipment to be used in the classroom.
* Ensure that the pupil charges the Equipment overnight so that it can be used by the pupil the next day.
* Encourage the pupils and parents to follow the guidance set out in the package on the safer use of the internet provided by ORG.

5. Maintenance of the Equipment

The Equipment shall be supplied by ORG via VALCo under the warranties and guarantees of VALCo as specified in annex 1. Technical problems that are not due to damage caused by the way in which the Equipment has been used, should be referred to the VALCo local supplier detailed at WWW.XXX. ORG is not responsible for any technical problems relating to the Equipment.

6. Ownership of the Equipment

* 1. Provided it properly performs its obligations under this Agreement and subject to the provisions of article 7 below, VALCo has agreed with ORG that each participating school may keep the Equipment destined for them. The transfer of ownership to the school shall take place on date XXXXX.
  2. The ownership of the Equipment shall be transferred without payment of a sales price. At the end of the Project, the School will receive from VALCo a transfer document for the ownership of the Equipment.
  3. During the period of the Project, the School shall ensure that the Equipment is fully covered by insurance, or a similar arrangement, for loss or damage from whatever cause (including theft) in school. Any item of Equipment which is lost or damaged shall be replaced immediately by the School. The insurance shall be arranged for the full replacement value of the Equipment.

7. Termination

ORG may terminate this Agreement freely and without any penalties being due if the School is in breach of any of the terms of this Agreement and does not remedy the same within 15 days of being given written notice. In the event of such termination, the Equipment shall be returned promptly to the address specified by ORG at the costs and expense of the School.

8. Liability

ORG will use all reasonable efforts to comply with its obligations under this Agreement but can accept no liability if the Equipment cannot be delivered for any reason (including cases where VALCo may not be able to deliver) or if the Equipment does not function correctly or does not perform according to its expectations. The School accepts that ORG is acting only as an intermediary under this Agreement. Neither VALCo nor ORG is liable for any use made of the Equipment by the pupils, parents or the teachers, in particular if such use involves breach of copyright or the illegal use of material or the internet.

9. Law

This Agreement shall be governed by Belgian law (*adapt to the law of the country where ORG is based*) and in the event of dispute the appropriate courts of Belgium shall have jurisdiction.

10. Confidentiality

Any personal data gathered for the purposes of this Agreement, shall only be used for the Project and shall be treated and maintained in accordance with the applicable data protection laws and regulations in force in the country concerned.

11. Annexes

The following annexes shall form part of this Agreement:

Annex 1: Details of the Equipment

Annex 2: Details of the Project

Annex 3: Evaluation Protocol between ORG, the School and VALCo

Signed for ORG Signed for «School»

Senior Executive Head Teacher

Date: Date: