



## **EWP COLLABORATION AGREEMENT on the TERMS OF USE OF THE EWP NETWORK**

### **Parties in this agreement**

This Collaboration Agreement is entered into between the following parties:

The European University Foundation, a foundation under Luxembourg law registered at the Chateau de Munsbach, 31 rue du Parc, 5374 Munsbach, and represented by João Bacelar in his capacity as Executive Manager, acting on behalf of the **EWP Consortium**;

and

\_\_\_\_\_, a \_\_\_\_\_ founded under the laws of \_\_\_\_\_, with its administrative premises at \_\_\_\_\_, official reference e-mail \_\_\_\_\_, duly represented by \_\_\_\_\_ in their capacity as \_\_\_\_\_; referred to hereinafter as the **Provider**.

The EWP Consortium and the Provider are also hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

Both Parties have agreed to this Collaboration Agreement determining the terms of use of the EWP Network (from now on, also the "Agreement"), and setting the conditions to link the Provider's external software to the EWP Network and use the name and logo of EWP in its documentation.

## **Preamble**

The EWP Network consists of a registry, supported by security protocols, and a registry manifest file. For each entity participating in the network, a URL pointing towards a discovery manifest file is kept in the registry. This discovery manifest file includes the necessary information for a server to retrieve which services are supported by each entity.

Now, therefore, in consideration of the foregoing, the Parties agree and covenant as follows.

## **Article 1. Definitions.**

**EWP Provider:** is a host which represents a group of HEIs along with a set of implemented APIs. Providers may attain the status of Provisional or Full EWP Partners pursuant to this Agreement.

**EWP Infrastructure:** comprises the EWP Production Environment, the EWP Development Environment, the Developers Hub, the developers tools (for the implementation of the EWP Registry, including the XML Schema Validators and the API Validators), the GitHub repositories with specifications of the EWP APIs and security protocols, the Dashboard and the helpdesk.

**EWP Network or Registry:** the EWP Registry that allows the exchange of student data among HEIs and other entities; consists of the registry service, including the catalogue which describes all the institutions, or EWP Providers and APIs exposed by them.

**Developers Hub:** the web portal available under the URL <https://developers.erasmuswithoutpaper.eu/> with information for the developers of nodes which represent multiple HEIs.

**Development Environment:** EWP environment separated from the EWP Network intended to be used for development and maintained to support EWP software developers. It is available under URL <https://dev-registry.erasmuswithoutpaper.eu>.

**Production Environment:** EWP environment containing the EWP Registry for the automated discovery service of APIs related to HEIs in Europe; used to exchange mobility data between HEIs participating in the Erasmus+ program. It is provided and supported by the EWP Consortium, and it is available under URL <https://registry.erasmuswithoutpaper.eu>.

## **Article 2. Scope of the Collaboration**

The EWP Consortium and the Provider hereby agree to work together within the framework of the EWP Infrastructure.

The scope of the collaboration is the integration of the Provider's software with the EWP Infrastructure so that such software becomes an instrument that can be used for the connection to the EWP Network and inclusion in the EWP Registry by whichever entity in the higher education domain, entitled to do so, that chooses to resort to the Provider as a host. This will take the form of providing HEIs which are clients of the Provider access to the EWP Network through the software of the Provider itself, enabling data exchange that is compatible with the EWP standards and the Erasmus program requirements, and hence the benefits of the services implemented via such network.

This integration shall be performed under the terms and conditions stipulated herein; and as specified in the Developers Hub.

## **Article 3. Rights and obligations of the parties**

### **Article 3.1 Human resources and workload**

The EWP Consortium will not provide human resources for the implementation of the EWP APIs, except those needed to add the Provider's services to the EWP Registry and to expose those services. Any possible additional workload and the associated costs, if any, shall be borne by the Provider, unless subject to a separate additional agreement.

### **Article 3.2 External representation of the relationships inherent to the Collaboration Contract**

No Party shall present the Provider's software as an official product of the EWP, the EWP Network, nor the EWP Infrastructure.

The Provider may call itself and be called a Provisional EWP Partner or Full EWP Partner only under the conditions set forth in Article 4 below.

Any misrepresentation in relation to what is outlined in this article 3.2 will result in the defaulting Party being responsible to hold the other Party and any entity related to the EWP Network harmless from any damage or injury that may result from such misrepresentation.

### **Article 3.3 Responsibilities of the Parties**

The use of the EWP Infrastructure shall not imply any responsibility for the EWP Consortium, neither in relation to the use of the EWP Network and the data exchanged through it or in connection with it, nor in relation to the services of the Provider's software exposed by the EWP Registry.

The EWP Network solely acts as a channel through which educational data are exchanged and therefore any and all complaints, lawsuits, claims, and any and all damages or injuries related to the use of the EWP Network services by users or entities that are customers or clients of the Provider shall not result in any liability on the part of the EWP Consortium, unless gross negligence or misconduct on the part of such consortium is effectively proven.

At the same time, each user, including HEIs, as well as the Provider, shall remain solely and directly responsible for the propriety and lawfulness of data transfers made in connection with the EWP Network.

The Provider is fully responsible for its own documentation regarding the EWP Network, the EWP Infrastructure, and the Provider's software, which shall be kept separate from the EWP Developers' Hub, the GitHub repositories, and all EWP documentation owned by the EWP Consortium or one of its members. The Provider shall, in particular, at least provide a dedicated website page URL in English where the services with respect to the EWP Infrastructure are explained for a general public.

## **Article 4. Full EWP Partner status**

### **Article 4.1 Access to Full EWP Partner Status**

A Provider becomes a Provisional EWP Partner once it signs this Agreement. As such, it commits to implement the primary APIs of the EWP Network as published from time to time on the Developers Hub, or communicated by the EWP Consortium, and make them operational by integrating them in a test version of their software.

Once functional APIs have been tested by the EWP Consortium according to its set protocols, as updated from time to time, the EWP Consortium will unilaterally and at its sole discretion decide whether to accept the Provider as a Full EWP Partner and grant them a license to use the EWP logo and name pursuant to the limitations under Article 9 below and allow them to connect their clients to the EWP Network by means of the Provider's operational software.

The above-mentioned decision shall be communicated in writing (electronic or otherwise) to the Provider, and only take effect upon receipt thereof; alternatively, this will be made official through the publication of the relevant documentation at the official documentation site of the EWP Infrastructure where all Full EWP Partners are listed (at the time of signing this agreement this is <https://wiki.uni-foundation.eu/display/EWP/3rd+party+software>).

Recognition as a Full EWP Partner may also entail, at full EWP Consortium's discretion, additional benefits, such as potential mention in other sections of EWP related websites concerning the EWP Network or EWP Infrastructure, or presentation to potential institutions as an approved option for connection.

#### **Article 4.2 Continuous obligations of Full EWP Partners**

Once a Provider has been accepted as a Full EWP Partner, the Provider becomes part of the EWP Network ecosystem and it is bound to respect the rules of operation of the Production Environment and Development Environment, as well as to respect any technical or organizational indications received from the EWP Consortium relating to the EWP Network or EWP Infrastructure. In this context, without this exhausting the methods for which the above-mentioned indications may be provided by the EWP Consortium, the Provider undertakes to periodically check Annex A to this Collaboration Agreement, which contains obligations of the Provider itself towards the EWP Consortium. For its part, the EWP Consortium undertakes to notify the Provider of any amendments to said Annex A, so that the Provider is always up-to-date on the development of the operational rules of the EWP Network.

The Provider also undertakes to abide by the following conditions to maintain the status of Full EWP Partner.

1. The Provider must communicate to the EWP Consortium an official contact person and their contact data that the EWP Consortium can contact if needed, including for any technical issue or network-related query. The Provider is

responsible for maintaining up-to-date information on the contact person. In case of failure to update the relevant information, the EWP Consortium will have the right, at its sole discretion, to continue to consider the person indicated as the contact person for the Provider.

2. The Provider must hold a list of official contact persons and their contact data for each one of the users/clients/customers of the Provider's software. The Provider is responsible for maintaining up-to-date information on such contact persons and to provide them upon request to the EWP Consortium. Such information should also include the Erasmus code and/or Shac code of the relevant HEIs, or another analogous identification code as communicated by the EWP Consortium. In case of failure to provide the relevant information, the Provider shall hold the EWP Consortium fully harmless with respect to any damages, complaints, suits, claims or the like that may be made in connection with such failure.
3. The Provider must comply with the EWP rules on data portability, committing to implement the technical solutions specified in the Developers Hub for this purpose or in any case communicated by the EWP Consortium, including in case of change of EWP host by the Provider's clients.
4. The Provider must never use the name EWP, its logo or other EWP materials in a harmful, illegal, illicit way, or in any case so as not to be in compliance with any applicable law, regulation or standard.
5. The Provider, at any time, must be able to prove that it can officially act as a Provider on behalf of each and every user/client/customer it claims to represent and that it has official permission from them to send their data over the EWP Network through its software. The Provider shall provide such proof upon request to the EWP Consortium.

The EWP Consortium reserves the right at any time to ask for confirmation and/or proof of the truthfulness of the conditions above.

## **Article 5. Loss of Full EWP Partner status and exclusion from the EWP Network**

In the event of a material breach by the Provider of the rules contained in this Agreement, including with respect to the relationship between the Provider and its customers connected through its software to the EWP Network, the EWP Consortium may initiate a process to revoke the Provider's Full EWP Partner status.

The EWP Consortium shall notify the Provider in writing of the alleged violations, and the Provider shall be given 15 days from receipt of such written notice to remedy any violation, and/or, even if such remedy is impossible, to provide adequate justification for its actions and evidence in support of any rebuttal.

In any case, given the multilateral and collaborative nature of the EWP Network, the Parties hereby agree that any final decision on whether to revoke a Provider's Partner status will be made solely by the EWP Consortium, which will decide at its own discretion, though always providing adequate justification in writing to the Provider.

## **Article 6. Addition of further APIs**

The Provider must not add any additional APIs to their production manifest file before it has released and tested these new APIs in the Development Environment. Further information on APIs, including their implementation or addition, shall be found in the Developers Hub.

## **Article 7. Consideration**

The use of EWP Network's API specifications as published on the Developers Hub or GitHub is free for the Provider, while in observance of the obligations contained in this Agreement. Access to the EWP Network is also free of charge for the duration of the relevant projects, and consequent publicly funded initiatives, thus as long as the EWP Infrastructure receives public funding for such features.

## **Article 8. Confidentiality and personal data**

No confidential information shall be exchanged between the EWP Consortium and the Provider for the purpose of this Collaboration Agreement.

Nothing in this Collaboration Agreement may be construed or interpreted as compelling either the Party to disclose any confidential information to the other, or to enter into any further contractual relationships with the other Party.

No Personal Data will be exchanged between the Parties, other than the professional contact data of the same Parties for the purpose of this Agreement, as far as needed for its implementation, and the contact data of the Provider's users/clients/customers pursuant to Article 4.2.

Such data will be reciprocally collected, processed, maintained and stored after the termination of this Agreement in full compliance with European Regulation no. 679/2016 ("General Data Protection Regulation").

For data pertaining to the Provider's users/clients/customers and communicated pursuant to Article 4.2, the Provider is solely responsible for their correctness and ensures that they are performing such communication in full compliance with the General Data Protection Regulation.

## **Article 9. Use of EWP Logo and name**

### **Article 9.1 Logo and name**

The Parties agree that this Collaboration Agreement does not grant or imply any license, interest or right to any Party in respect of any intellectual property right of the other Party. Exceptions are the use of the EWP logo and name allowed for use by Providers with Full EWP Partner status, as described in this Agreement.

The EWP Consortium is the exclusive owner of its trademark, defined as "EWP Logo".

The EWP Logo consists of an inscription on two lines representing in blue the words "Erasmus without Paper" to the left of which is placed a stylized image in red of a paper airplane, angled from bottom left to top right.

### **Article 9.2 Limitations and revocation**

Unless otherwise specified in this Agreement or agreed in writing between the Parties, the name "Erasmus without Paper" and the EWP Logo may not be used without the prior authorization of the EWP Consortium. Their use must, in any case, take place in full respect of the decorum of the EWP Consortium; otherwise, the authorization for their use may be revoked with immediate effect, without prejudice to compensation for damages suffered by the EWP Consortium or any third party.

In any case, the EWP Consortium reserves the right to revoke, unilaterally and unquestionably, the use of the EWP Logo and the name "Erasmus without Paper" in the presence of causes or reasons that could configure a prejudice, even if only potential, for the EWP Consortium itself or for the EWP Network or the EWP Infrastructure.

If there is an illegal use of the EWP Logo or the name "Erasmus without Paper" which could constitute a criminal offence, the EWP Consortium will also immediately inform the competent authorities.

There is an absolute prohibition on the total or partial concession of use, transfer or sub-licensing of the part of the EWP Logo to third parties.



The Provider who has the status of Full EWP Partner may not use the EWP Logo for commercial purposes or to promote its products, services, or expertise, other than those ontologically related to the EWP Network, including the software connected to the network itself. In any case, use of the EWP Logo shall not cause confusion among customers and users about the fact that none of the Provider's services or products constitute the/an "official" service or product of the EWP.

## **Article 10. Entry into force, amendment and Termination**

This Collaboration Agreement enters into force at the moment it is signed by the latest of the Parties.

This Collaboration Agreement will stay into force between the Parties until 31 December 2022 (the "First Expiration Date") with automatic annual renewal from that date unless terminated in writing by the Provider at least 6 months prior to each annual expiration date. After the First Expiration Date, the EWP Consortium will have the option to transfer its rights and obligations to a new party. This Agreement may be modified or terminated at any time by mutual agreement of the Parties.

Each of the Parties may also terminate this Agreement with immediate effect by giving notice to the other Party if:

- (a) the other Party is in breach of any provision of this Agreement and such breach is capable of remedy but has not been remedied within 15 days after receipt of a written notice by the non-breaching Party specifying the breach and requesting its remedy; or
- (b) the other Party is in serious breach of a material provision of this Agreement not capable of being remedied. The Parties agree that the provisions contained in articles 3, 4.2, 6, 8, and 9 shall be considered as material provisions; or
- (c) the other Party becomes insolvent, is subject to any winding-up, reorganization, bankruptcy or insolvency proceedings or to any agreements with creditors or has any of such proceedings commenced against them.

After termination of this Agreement, any obligation, which by its nature extends beyond the term or termination of this Agreement, will remain in full force and effect for an undetermined term or for the specific term as set forth therein.

## **Article 11. Miscellaneous**

### **Article 11.1 Assignment**

Except for what is provided in Article 9, neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without having obtained the prior written consent of the other Party. Such consent should not be unreasonably withheld or delayed.

### **Article 11.2 Illegal/unenforceable provisions**

If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement will continue to be fully in force in such jurisdiction, and the rest of the void or unenforceable provisions' validity and enforceability in any other jurisdiction shall not be affected.

### **Article 11.3 Waiver of rights**

If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, such failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

### **Article 11.4 No agency**

Nothing in this Agreement creates, implies, or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

### **Article 11.5 Entire agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior arrangements, understandings, representation and communications, oral or written with respect to the subject matter.

### **Article 11.6 Amendments**

No variation or amendment of this Agreement will be effective unless it is made in writing and undersigned by each Party.

### **Article 11.7 Choice of law and choice of forum**

Any dispute related to the present Collaboration Agreement, concerning its application, binding nature, interpretation, whether directly or indirectly, shall be governed by the law of Luxembourg.

In case any such dispute cannot be settled amicably between the Parties, it shall be submitted to the exclusive jurisdiction of the courts of Luxembourg. Any Party though retains the right to start a proceeding for an injunction in any jurisdiction.

**Signatures:**

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European University Foundation

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João Bacelar

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Executive Manager



## **EWP COLLABORATION AGREEMENT on the TERMS OF USE OF THE EWP NETWORK**

### **Annex A**

Pursuant to Article 4.2 of the EWP Collaboration Agreement on the terms of use of the EWP Network, a signing Provider which has acquired the status of Full EWP Partner is bound to respect the organizational indications received from the EWP Consortium relating to the EWP Network of infrastructure.

To be compliant with its obligations under the EWP Collaboration Agreement, Providers shall:

- abide by mandatory business requirements
- cooperate with the EWP Consortium in addressing known bugs swiftly
- undergo conformance testing once available
- cooperate on the joint tracking of interoperability related tickets
- provide aggregated statistics as per DGEAC requirements.

In return, the EWP Consortium shall

- open the ESCI service desk to queries from Providers
- organise implementation workshops for Providers
- assign a relationship manager to Providers.

The duties and obligations set out above are directly related to the Interoperability Action Plan created by the EWP Consortium on the request of the European Commission, DG Education and Culture (DGEAC) in the context of the EAC-2020-OP-0008-Lot1 - *Framework service contract to develop, implement and support the European Student Card Initiative*.

Last amended: 15 September 2022