



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 institution 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 **Institution**.

The EWP Consortium and the Institution 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 Institution's 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.

EWP Infrastructure: comprises the EWP Production Environment, the EWP Development Environment, the Developers Hub, the developer's 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 HEI nodes or EWP Provider 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 Institution hereby agree to work together within the framework of the EWP Infrastructure.

The scope of the collaboration is the integration of the Institution's software with the EWP Infrastructure so that such software becomes an instrument that can be used for the connection of the Institution to the EWP Network and inclusion in the EWP Registry. This will take the form of providing access to the EWP Network through the software of the Institution 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 a network.

This integration shall be performed under the terms and conditions stipulated herein; and as further 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 Institution'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 Institution, 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 Institution's software as an official product of EWP, the EWP Network, nor the EWP Infrastructure.

The Institution may call itself and be called a Provisional EWP Connected Institution or Full EWP Connected Institution 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 Institution'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 by the Institution, its personnel, students or other individuals or entities connected to the Institution 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, as well as HEIs, including the Institution, shall remain solely and directly responsible for the propriety and lawfulness of data transfers made in connection with the EWP Network.

The Institution is fully responsible for its own documentation regarding the EWP Network, the EWP Infrastructure, and the Institution'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.

Article 4. Full EWP Connected Institution status

Article 4.1 Access to Full EWP Connected Institution Status

An Institution becomes a Provisional EWP Connected Institution 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 implemented, the Institution will be able to call itself a Full EWP Connected Institution and the EWP Consortium will thus grant them a

license to use the EWP logo and name pursuant to the limitations under Article 9 below and allow them to connect to the EWP Network by means of their operational software.

The status of Full EWP Connected Institution shall be granted on a silent consent base. As to say, if no communication is made by the EWP Consortium to the contrary to the Institution, it shall automatically apply. The EWP Consortium reserves the right unilaterally and at its sole discretion to suspend or revoke such status at any moment.

Recognition as a Full EWP Connected Institution may also entail, at full EWP Consortium's discretion, additional benefits.

Article 4.2 Continuous obligations of a Full EWP Connected Institution

Once an Institution has been accepted as a Full EWP Connected Institution, the Institution 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 Institution undertakes to periodically review Annex A to this Collaboration Agreement. For its part, the EWP Consortium undertakes to notify the Institution of any amendments to said Annex A, so that the Institution is always up-to-date on the development of the operational rules of the EWP Network.

The Institution also undertakes to abide by the following conditions to maintain the status of Full EWP Connected Institution.

1. The Institution 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 Institution 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 Institution.
2. The Institution 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.
3. 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 Connected Institution status and exclusion from the EWP Network

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

The EWP Consortium shall notify the Institution in writing of the alleged violations, and the Institution 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 an Institution's Connected Institution 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 Institution.

Article 6. Addition of further APIs

The Institution 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 Institution, 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 Institution 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.

Such data will be reciprocally collected, processed, maintained and stored after the signing of this Agreement in full compliance with European Regulation no. 679/2016 ("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 the Institutions with Full EWP Connected Institution 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 EWP Logo, or part of it, to third parties.

The Institution which has the status of Full EWP Connected Institution 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.

Article 10. Entry into force, amendment and Termination

This Collaboration Agreement enters into force at the moment it is signed by the last 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 Institution 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:

European University Foundation

João Bacelar

Executive Manager



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Annex A

Pursuant to Article 4.2 of the EWP Collaboration Agreement on the terms of use of the EWP Network, a signing Institution linking the Institution's software to the EWP Network, which thus has acquired the status of Full EWP Connected Institution, 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, Full EWP Connected Institution 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 the Full EWP Connected Institution
- organise implementation workshops for Full EWP Connected Institutions

- assign a relationship manager to Full EWP Connected Institutions.

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