



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

*MERLOT—The Multimedia Educational Repository for  
Learning and Online Teaching*

**AND**

*The IEEE Education Society*

## **I. Parties**

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### **MERLOT—The Multimedia Educational Resource for Learning and Online Teaching**

MERLOT—The Multimedia Educational Resource for Learning and Online Teaching ([www.merlot.org](http://www.merlot.org)) is an international cooperative formed for the purpose of aggregating and making freely accessible high quality online resources to improve learning and teaching within higher education. Led the by California State University System, the cooperative connects systems, consortiums, and institutions of higher education, professional organizations of academic disciplines, and individual members to form a community of people who strive to enrich the teaching and learning experience.

MERLOT provides:

- An open, online catalog of thousands of online learning materials.
- Quality assurance processes for the evaluating the learning materials
- Open community tools for its members to manage and personalize their use of MERLOT resources and services
- A directory of people with common interests in teaching and learning with online materials across a wide range of disciplines
- Technologies for customizing services for our partners
- Professional development services for our partners
- User-friendly authoring tools to create open educational resources
- Leadership opportunities for individuals and institutions to put educational innovations into practice

### **IEEE Education Society**

The IEEE Education Society is an international organization that promotes, advances, and disseminates state-of-the-art scientific information and resources related to the Society's field of interest and provides professional development opportunities for academic and industry professionals. The Education Society's FIELD OF INTEREST are the theory and practice of education and educational technology involved in the effective delivery of domain knowledge of all fields within the scope of interest of IEEE.

## **II. Terms of Agreement**

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MERLOT and the IEEE Education Society recognize the significant set of shared values, mission, goals, and constituencies of their organizations. Cooperatively developing plans and implementing programs to serve our constituencies would be mutually beneficial to both parties and their constituencies.

This MOU articulates the commitments that MERLOT and the IEEE Education Society will make to work cooperatively.

MERLOT and the IEEE Education Society agree on the following principles.

**Our Shared Mission:**

- To improve the efficacy of teaching and learning by expanding the quantity and increasing the quality of open online learning materials and services that can be easily incorporated into educational programs.

**Our Shared Values:**

- The diverse members of the educational community must guide the development of open online resources and services that will enable the success of education.
- Collaboration is required for successfully transforming learning, education, and training.
- Technology, appropriately developed and applied, can provide innovative means for the education community to improve teaching and learning.

**Our Shared Constituencies:**

- Our constituencies encompass, but are not limited to teaching faculty, students, and technology staff who support the teaching and learning process in higher education.

This Memorandum of Understanding (MOU) will commence on the date of its signing and continue until one or both parties choose to modify or terminate it based on the following:

The parties may annually review the MOU and may choose to modify and/or extend it, provided that all parties agree on the modified and/or extended arrangement.

MERLOT and the IEEE Education Society may annually review and revise the specific collaborative activities and commitments for the upcoming year.

This agreement may be terminated at any time by either party for any reason upon 90 days written notice to the other party.

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**III. Goals of the Memorandum of Understanding**

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MERLOT and the IEEE Education Society will work together to achieve the following complementary goals:

- Enable MERLOT and the IEEE Education Society to effectively and efficiently serve their constituents by providing joint community activities and promoting the sharing of tools and resources.
- Enable the higher education community to take advantage of high quality open online resources and services through the collaborative initiatives of MERLOT and the IEEE Education Society.
- Increase visibility of MERLOT and the IEEE Education Society with each other's constituencies.
- Provide opportunities for collaboration among our constituencies.
- Provide increased value to our constituencies.

#### **IV. Responsibilities**

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Both parties agree to:

- Maintain regular electronic communication (email, virtual conference, etc.) for the purpose of sharing ideas, managing projects, products and information, and establishing the progress in achieving the MOU outcomes. Face-to-face meetings may also be scheduled as mutually agreed.
- Provide access to the appropriate volunteers, personnel, technical expertise, tools, and information to enable the successful implementation of the collaborative initiative between MERLOT, and the IEEE Education Society.
- Promote each other's products and services relevant to our collaboration through its online services and in publications and presentations where appropriate. Promotion will include providing links from appropriate places on their websites to the other parties' websites in accordance with agreed upon practices. If deemed appropriate by both parties, issue a press release announcing the alliance and post the press release on our respective websites.
- Provide acknowledgement of the origin of the resources in displaying results of our collaboration. Each organization will provide appropriate logos for this purpose.
- Plan and implement projects based on mutually agreed on goals and strategies.
- Evaluate the value and productivity of the alliance at an agreed-upon date from signing the MOU.

MERLOT will:

- Promote the IEEE Education Society through its online services and in publications and presentations where appropriate.
- Designate the IEEE Education Society as a MERLOT Partner
- Others to be negotiated.

the IEEE Education Society will:

- Promote MERLOT through its online services and in publications and presentations where appropriate.
- Participate in MERLOT by providing an IEEE Education Society volunteer or staff member to be the contact for coordinating partnership activities with MERLOT.
- Invite MERLOT to participate in its partner community activities and events when appropriate.
- Support faculty and students registering as MERLOT members (it's free) and using MERLOT for teaching and learning.
- Contribute/catalog online resources, such as online courses, MOOCs, and online learning resources from local/institutional repositories in MERLOT.
- Others to be decided.

**V. Proprietary Information**

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- a) The parties acknowledge and agree that certain information which is stated to be, or by its nature intended to be, confidential may be provided to either Party under this MOU. The Parties further acknowledge and agree that neither party acquires any right, title or interest in or to the confidential information that may be so provided to it and that it is only entitled to use it for the purposes permitted by this MOU.
- b) Definition of Proprietary Information: For the purposes of this MOU, “Proprietary Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Proprietary Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Proprietary” or similar warning. If Proprietary Information is transmitted orally, the Disclosing Party shall promptly provide a written statement indicating that such oral communication constituted Proprietary Information.
- c) Exclusions from Proprietary Information: Receiving Party’s obligations under this MOU do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval; or (e) is disclosed as required by legal process.
- d) California Public Records Act (CPRA): The California State University (CSU) is a state-supported institution of higher education. As a part of the CSU, MERLOT is subject to the California Public Records Act (CPRA), Government Code Section 6250, et seq. The Parties agree that any provision of this MOU that conflicts with the CPRA is ineffective. MERLOT will undertake to protect the proprietary information provided by any party to the full extent permitted by the CPRA. If MERLOT is required by legal process to disclose Proprietary Information, MERLOT shall immediately notify UMUC.
- e) Obligations of Confidentiality: The obligation of confidence imposed on the Parties under the provisions of this clause will continue during the life of this MOU and after its termination – expiring when the Parties agree that the information is in the public domain or a period of two (2) years after termination of this MOU, whichever is shorter.

**VI. Intellectual Property**

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- a) Where either party has any intellectual property rights in any material that is subsequently used by the parties in connection with this MOU, then those intellectual property rights remain vested in that party. MERLOT subscribes to Creative Commons licensing guidelines and requires its intellectual property to be used under the Creative Commons licenses defined

in MERLOT intellectual property policy documents. These will be provided to the IEEE Education Society upon request.

- b) Any intellectual property rights that do not exist at the date of this MOU and which are created by the IEEE Education Society, or by the IEEE Education Society employees or by the IEEE Education Society contractors (and assigned to the IEEE Education Society) during the term of this MOU in connection with the MOU shall remain vested in the IEEE Education Society provided that the IEEE Education Society will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU. MERLOT recommends that the IEEE Education Society adopt Creative Commons' licensing policies for the IEEE Education Society intellectual property.
- c) Any intellectual property rights which do not exist at the date of this MOU and which are created by MERLOT, or by MERLOT's employees or by MERLOT's contractors (and assigned to MERLOT) during the term of this MOU in connection with the MOU shall remain vested in MERLOT provided that MERLOT will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties, under appropriate Creative Commons licenses, for the purposes of achieving the objectives of this MOU.
- d) Unless the parties otherwise agree, no intellectual property rights will be jointly owned by them, and the parties must establish a system to identify those things in which intellectual property rights exist, the owner of the intellectual property right, and the appropriate Creative Commons license to designate, in accordance with this clause.
- e) Each party agrees to do such further things as may reasonably be required of it to give effect to the intentions of the parties regarding ownership of intellectual property rights as expressed in this clause (including, without limitation, by executing such assignments and licenses of intellectual property rights as may reasonably be required).

## **VII. Warranties, Liabilities and Indemnities**

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Neither party will be liable to the other under or relating to this MOU for any direct or indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain, opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not that party was aware or should have been aware of the possibility of such loss or damage

## **VIII. Rights of Parties**

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The parties accept that this agreement will not limit the freedom of members of the parties from engaging in activities and research within the same field that is covered by this agreement.

**IX. Contacts**

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The MERLOT contact for the MOU is:

Dr. Sorel Reisman  
Managing Director, MERLOT  
CSU Office of the Chancellor  
401 Golden Shore  
Long Beach, CA 90802

TEL: 562-619-2388  
Email: sreisman@calstate.edu

The IEEE Education Society contact for this MOU is:

[Name, Contact info]

**X. Approval**

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**MERLOT**

The IEEE Education Society

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Gerard L. Hanley, Ph.D.

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[NAME]

Executive Director, MERLOT

[POSITION]

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Date

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Date