

Memorandum of Understanding



OERu Outreach Partnership Programme

This Memorandum of Understanding (MOU) is an agreement made between the following parties:

Party A

Organisation Name	Open Education Resource Foundation (Ltd)
Description:	A non-profit organisation, incorporated under the New Zealand Companies Act 1993, coordinating the implementation of the OER universitas (OERu)
Mailing address:	Private Bag 1910, Dunedin 9054, New Zealand
Represented by:	Dr Wayne Mackintosh Director UNESCO / ICDE Chair in Open Educational Resources
Email	wayne@oerfoundation.org

Hereinafter called "OERu"

Party B

An accredited and publicly funded post-secondary institution, or accredited private non-profit provider with charitable status located in a low or lower middle income country, or small state in a developing country with a population below 5 million people, specified on the signature page (page 9).

Hereinafter called "OERu OUTREACH PARTNER"

Definitions

OPEN EDUCATION RESOURCE UNIVERSITAS (OERu)	An international innovation partnership of institutions with the aim of widening access to more affordable higher education, using Open Educational Resources (OER), Open Educational Practices (OEP), and open source technologies. The OERu is a designated project of the UNESCO / ICDE OER chair network.
OER FOUNDATION (OERF)	A non-profit organisation registered in New Zealand, which manages the implementation of the OERu international partnership
SMALL STATE COUNTRIES	For the purposes of this MOU, the OERF defines a small state as a developing country with a total population under five (5) million people.
LOW and LOWER-MIDDLE INCOME COUNTRIES	Country classification published by the World Bank ¹ based on thresholds of Gross National Income (GNI) per capita
OERu OUTREACH PARTNER	A publicly funded or non-profit post-secondary education provider, accredited in their respective jurisdiction and located in a LOW or LOWER-MIDDLE INCOME COUNTRY or SMALL STATE COUNTRY.
OERu FINANCIAL PARTNER	An accredited tertiary education provider or non-teaching institution that contributes fiscally to the network by paying the OERF the annual OERu membership fee.
ADOPT OERu MICRO-COURSES	Means promoting an OERu course as additional support materials, recommended resources or reusing an OERu micro-course as learning materials for a locally approved course delivered face-to-face or online.

Background

The OER universitas (OERu) network of accredited higher education institutions envisions a world where all learners have affordable access to higher education.

The OERu is an international network of innovative higher education institutions inspired by the vision of opening access to credible, high-quality, and affordable education to learners around the world, especially for those who face financial barriers to study. Through OERu's open online courses, designed for independent study, learners develop knowledge and can earn credits towards recognized qualifications.

¹ <https://datahelpdesk.worldbank.org/knowledgebase/articles/378834-how-does-the-world-bank-classify-countries>

OERu courses are assembled solely from Open Educational Resources (OER), so learners do not need to purchase textbooks and/or other learning materials. These open source materials are specifically licensed for reuse and modification.

Proposal

The OERu will donate access to any OERu micro-course for reuse by OERu OUTREACH PARTNERS who qualify to join the network. In addition, the OERu will provide free online hosting services for these micro-courses on the *course.oeru.org* site.

OUTREACH PARTNERS will also have opportunities to participate in the decision-making process of the OERu international network, and will benefit from international brand exposure through being profiled on the *oeru.org* website. The OERu values the potential of South-North knowledge-sharing for the collective benefit of the network.

Purpose

The OERu international network recognises the value of non-financial contributions from institutions that share our aim of widening access to educational opportunity for learners who face financial barriers to study or for whom conventional higher education is out of reach.

The OERu Outreach Partnership programme is aligned with the philanthropic mission of the OERF, and aims to support institutions in LOW and LOWER-MIDDLE INCOME COUNTRIES as well as SMALL STATES in developing countries. As well as adding significant value through South-North knowledge-sharing, these institutions can help support local learners studying OERu open online courses, and can build their organisational capacity in open education and related open source technologies.

The objectives of the OERu Outreach Partnership programme are to:

- widen access to OERu open online courses by learners around the world for whom conventional higher education is out of reach,
- sponsor the hosting of OERu open online courses adopted by outreach partners on the OERu website,
- support capacity development in open educational practices at participating outreach partner institutions, and
- promote reciprocal benefits for all involved to diversify and enrich curricula through South-North knowledge-sharing.

Benefits accruing to OERu Outreach Partners

Without payment of any royalty or reciprocal fee to the OERF, an affiliated OERu OUTREACH PARTNER may:

1. Publish a dedicated partner page to profile the institution on the *oeru.org* website.
2. Adopt any published OERu online micro-course to support local learners:
 - a. Either as additional support resources for registered students taking equivalent local courses.
 - b. Or for reuse and integration into any local course offered to registered students face-to-face or online.

3. Offer assessment services for credit towards local qualifications for any OERu online micro-course, including:
 - a. Reuse of any OERu developed assessments and corresponding assessment rubrics, published under open license, to registered students for local courses.
 - b. “Assessment only” services towards locally approved awards and/or continuing education or professional development certifications on a fee-for-service basis.
 - c. The freedom to develop local assessments based on the OERu published courses.
4. Utilise the OERF’s free hosting of OERu online courses adopted for local reuse on the *course.oeru.org* website, without any requirements for learners to register an account to gain access to the course materials.
5. Build local capability in online delivery using the OERu’s open source, next generation digital learning environment (NGDLE).
6. Participate in OERu consultative planning activities, with equal status and capacity as that of OERF FINANCIAL PARTNERS.
7. Participate in the annual international meeting of OERu partners, by nominating a representative to attend the face-to-face meeting and/or any number of representatives to engage as virtual participants.
8. Gain free access to established and comprehensive technical guidelines for self-hosting of any of the OERu open source technologies.
9. Participate in any of the OERu online working groups.
10. Participate fully in OERu decision making processes.

Benefits accruing to the OERF

The OERu Outreach Partnership programme assists the OERF to achieve the following :

1. Promote long-term sustainability of the OERu international innovation partnership.
2. Provide support to higher education institutions in the implementation of Open Education Practices.
3. Promote global cooperation in open education.
4. Support higher education institutions in the adoption of reliable and well established open source software solutions.
5. Widen local access to learning opportunities for a larger number of learners, so they can benefit from the already significant investment in OERu open online courses.
6. Promote South-North knowledge-sharing to diversify OERu curricula, to include the development of open courses specific to areas of expertise from the South (for example, indigenous knowledge, history of the local region, etc).
7. Foster collaboration on global research and evaluation in the implementation of open educational practices.

Benefits reserved for OERu Financial Partners

In the first instance, OERu FINANCIAL PARTNERS are committed both to the values of higher education as a public good, and to the philanthropic goals of widening access to educational opportunity through their respective community service missions. Such institutions pay an annual membership fee to the OERF to contribute to funding the necessary central infrastructure of the initiative. In addition, some partners are pursuing open business opportunities to generate new revenue streams for value-added services, built on top of the open online courses that OERu provides for free. These objectives of social good versus generating sustainable revenue opportunities are not mutually exclusive, and, as such, some network benefits are reserved for

OERu Financial Partners who contribute annual membership fees.

OERu OUTREACH PARTNERS may become OERu FINANCIAL PARTNERS at any time, if they are in a position to afford the annual membership fee and wish to gain access to the following additional benefits:

1. Participation with voting rights on the OERu Council of Chief Executive Officers, established to provide executive leadership at the corporate institutional level.
2. Election to designated leadership roles in OERu organisational structures.
3. OERF coordinated articulation agreements for the international transfer of transcript credit for OERu approved courses.
4. Free OERF hosting of OERu FINANCIAL PARTNER-branded versions of OERu micro-courses (used for open boundary and parallel delivery options) in addition to the OERu-branded version.
5. Free OERF hosting of selected open source cloud applications.
6. Distribution of promotional material for assessment and value-added services offered by OERu FINANCIAL PARTNERS.
7. Ethical access to aggregated data relating to search trends and demographics of learners interested in assessment services for micro-credentials, in accordance with the [OERu Privacy Policy](#) and [Privacy Notice](#).

Commitments

Upon signing this MOU, the OERu OUTREACH PARTNER hereby makes an institutional commitment to:

1. Designate an OERu contact person to function as the focal point for communications with the OERu.
2. Register on the respective communication list(s) on the *community.oeru.org* site.
3. Collaborate with the OERF to prepare copy for the OUTREACH PARTNER page on the *OERu.org* website, and keep their partner page up-to-date, including permission for the OERF to use their institutional logo on the site.
4. Publish a page on the partner's own website, which profiles membership of the OERu network and links to micro-courses that the partner has adopted for reuse. The OERF will provide logos, video links, and promotional collateral which can be used for this OERu page.
5. Collaborate with the OERF to develop public announcements and promotional news items concerning OERu membership and related newsworthy activities.
6. Establish a small Open Education working group on campus, to coordinate open education activities at the institution, with the composition and operations of this group to be determined by the OUTREACH PARTNER.
7. ADOPT a minimum of six (6) OERu MICRO-COURSES as support materials for registered students, or for reuse within the teaching of approved courses at the institution (noting that there is no restriction on the maximum number of OERu micro-courses). The OERF recommends:
 - a. Selecting two (2) micro-courses from the OERu's [Learning in a Digital Age](#) course, and inviting participation from the University library to engage in the OERu's community learning hub initiative where a few local face-to-face sessions are provided in conjunction with the online independent study materials.
 - b. Selecting any four (4) micro-courses which form part of the [OERu 1st year of study](#)

- that align with local approved curriculum offerings, or
 - c. Adopting (4) micro-courses for a new local offering (pending local institutional approval processes) as electives or core subjects at the partner institution.
8. Complete a short online survey each year, as part of the OERu's ongoing 'process and product' evaluation of the OERu Outreach Partner programme, to provide data for input into the international partners' meeting.
 9. Facilitate staff participation in the decision-making processes of the OERu, through online engagement in working groups and by attending the annual international meeting of OERu partners (face-to-face or online).

The OERu OUTREACH PARTNER may:

1. Make a voluntary annual contribution of any amount as a contribution to the operations of the OERu network. If the contribution matches the annual membership fee of US\$4000, the partner will attain OERu FINANCIAL PARTNER status and additional benefits as from the date of the contribution.

Course development

OUTREACH PARTNERS are expected to make a contribution to OER course development for the mutual benefit of the OERu network.

For the duration of this MOU, we recommend that the OUTREACH PARTNER assembles the equivalent of one new full course (i.e. three micro-courses) to augment and diversify OERu curricula. In consultation with the OERF, the OERu OUTREACH PARTNER may:

- choose a subject of their choice, or
- convert a published open online course for delivery via the OERu's digital learning environment.

In support of course development activities, the OERF will provide access to the OERu micro-courses for the professional development of staff in open education practices. For example, the following micro-courses contribute directly to *OERu Practitioner Certification*:

- a. Open education, copyright, and open licensing in a digital world.
- b. Digital skills for collaborative OER development.
- c. OER design and development project

The OERF will also provide full scholarships for assessment services towards the *OERu Practitioner Qualification* for staff working on the design and development of approved courses for incorporation into OERu curricula.

The OERu (through the OERF) will:

1. Raise the international brand exposure of the OERu OUTREACH PARTNER through the OERu website and optional news announcements through the OERu online networks.
2. Provide unrestricted access to all OERu open online micro-courses for reuse and modification.
3. Provide free hosting and access to OERu online course materials for learners, without the need to register an account on the course.oeru.org website, in accordance with the OERu [terms of service](#).

4. Host open communication platforms to support engagement and participation from staff at the OUTREACH PARTNER in OERu decision-making processes.
5. Share technical guidelines for institutional self-hosting of the open source technologies used by the OERF.
6. Conduct all OERu planning and reporting transparently.
7. Provide unrestricted access to the OERu professional development courses, to enable partner institutions to build capacity in Open Education Practices.
8. Provide scholarships for assessment services for the *OERu Practitioner Certification*, for staff working on the design and development of OERu approved courses.
9. Facilitate global networking within the partnership for research in open education, including postgraduate students researching aspects of the OERu operations.
10. Distribute the audited annual financial statements and annual report of the OERF.

In conjunction with interested partner institutions, the OERF may:

1. Seek funding support from governments, international agencies, and/or donors, to contribute to the operational expenses of the OERu Outreach Programme.

Partner pairing

To promote South-North, North-South knowledge-sharing and international cooperation, OERu OUTREACH PARTNERS are encouraged to pair with an OERu Financial Partner. The OERF will facilitate introductions for this partner-pairing initiative, so that the respective institutions may determine the nature and extent of their mutual cooperation.

Intellectual property

1. Parties to this Agreement retain copyright of any materials they generate, and they remain the property of the organisation or creator in accordance with the institution's contractual agreements or intellectual property policies.
2. As an Open Educational Resource (OER) collaboration, all OERu online course materials generated for the partnership are released under a [Creative Commons Attribution](#) license, [Creative Commons Attribution ShareAlike](#) license, or dedicated to the public domain. (Courses may link to third party, open access resources, within the provisions of the respective copyright acts.)
3. Learners retain copyright of any content they produce, but are encouraged to share their outputs under open content licenses.

Financial arrangements

1. No party may incur, commit, or authorise financial expenditure on behalf of another party to this MOU.
2. Each party is responsible for its own costs associated with any activities relating to this MOU.

Relationship between parties

The parties to this MOU are independent and separate entities. Neither is an agent or employee of the other, and nothing in this MOU shall be construed to constitute the establishment of a joint venture. Neither party shall have authority to make any statements, representations or

commitments of any kind, or to take any action that shall be binding on the other party, except as expressly provided for in this MOU or authorized in advance in writing by authorized representatives of the parties. No party may state or imply that the other party endorses or supports any specific activity or product, except as expressly agreed in this MOU or expressly agreed to in advance in writing by authorized representatives of the parties.

Disclaimers and limitation of liability

OERu courses are developed in good faith by the contributors and are peer-reviewed by the OERu partners to ensure acceptable international quality standards.

As an open source collaboration, the OERu courses and technical services are provided on an "AS-IS" and "AS-AVAILABLE" basis. The OERF and OERu partners do not provide any express or implied guarantee or warranty for fitness of any purpose of the free services and corresponding content hosted by the OERF for the OERu network and OERu learners. This MOU does not constitute a service level agreement among partners, learners and the OERF and while the Foundation operates these websites under best practice, we do not guarantee continuity of service which may, for example, be disrupted due to excessive demand for these services or maintenance requirements.

Amendments

This MOU may be amended by mutual agreement in writing, given fair and reasonable notice.

Term and validity of the MOU

1. This MOU will become effective on the date of signing, and shall have an initial term of three (3) years.
2. The MOU may be extended or renewed by mutual agreement. (See termination procedures below.)

Termination of the MOU

Any party may terminate this MOU by giving a minimum of six (6) weeks notice in writing.

General

No party to this MOU shall be liable to the other parties for any failure or delay in performance caused by circumstances beyond its control including, but not limited to, acts of God, fire or flood, labour difficulties, unusually severe weather, or governmental action.

Authorised signatories

The MOU must be signed by an executive member of your leadership team with the authority to commit the OUTREACH PARTNER; for instance the Vice-Chancellor, Chief Executive Officer, President, or one of the Deputy Vice-Chancellors or Deputy Chief Executives. The Managing Director of the OERF will sign the agreement on behalf of the Foundation and OERu collaboration.

Signature page

Designated OERu contact person.

Please provide the contact details of the person at your institution who will assume the role of OERu Focal Point for liaison and coordination of activities described in this MOU:

Full name	
Position	
Email address	

The authorised signatory of the OERu OUTREACH PARTNER confirms that their organisation does not have adequate budget to pay the annual membership fee of US\$4000 to become an OERu FINANCIAL PARTNER at the date of signature. The parties affirm to know, understand, and agree to all articles of this MOU as negotiated together.

Instructions: Please complete the details on **this** signature page, signed by the authorised signatory, then scan the signature page and send as an attachment to wayne@oerfoundation.org.

OERu OUTREACH PARTNER signature

Signature	
Full name	
Position	
Institution	
Mailing address	
Email address	
Date	

OERF signature

Signature	
Full name	Dr Wayne Mackintosh
Position	Director OERF and UNESCO/ICDE Chair in OER
Email address	wayne@oerfoundation.org
Date	

Summary of OERF services for OERu partners

Benefit	Outreach partner	Financial partner
Partner's page on the <i>oeru.org</i> website	✓	✓
Participation in OERu planning activities	✓	✓
Free hosting of OERu online courses on the <i>course.oeru.org</i> website	✓	✓
Reuse of OERu online micro-courses	✓	✓
Design and development of OERu micro-courses	✓	✓
Reuse of published assessments and assessment rubrics	✓	✓
Professional development in open educational practices	✓	✓
Participation in the annual OERu international partners' meeting	✓	✓
Assessment scholarships for the 'OERu practitioner' credential	✓	✓
Technical 'recipes' for hosting OERu open source technologies	✓	✓
Hosting of partner-branded versions of OERu micro-courses		✓
Designated leadership roles in the OERu organisational structures		✓
Participation with voting rights on the OERu Council of Chief Executive Officers		✓
Hosting of selected open source applications		✓
Distribution of promotional material for assessment services		✓
Ethical access to aggregated data relating to search trends and demographics of learners interested in assessment services for micro-credentials		✓