



CodeWitz Master agreement

1. Contracting parties

1.1 Contracting party A (the project coordinator)

Tampereen ammattikorkeakoulu - University of Applied Sciences,
Teiskontie 33, 33520 Tampere, FINLAND

1.2 Contracting party B

Universidad Austral de Chile, higher education Corporation of
Independencia street 641, Valdivia city, Chile

2. The object and purpose of the agreement

The Contracting parties are to agree on the collaboration and the rights and obligations of both parties relating to the teaching material for programming which the Contracting parties will produce and develop.

3. Definitions

• **The CodeWitz research-and development project's** objective is to produce open, interactive material for computer-aided teaching of the basics of programming (C++) and Java-programming by creating a CodeWitz material bank.

The CodeWitz material bank functions as the neutral depository of the material.

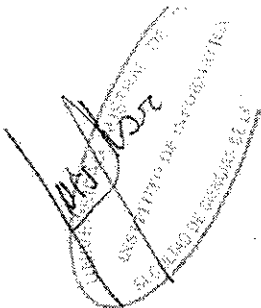
The CodeWitz material is the data which is created through the research- and development project and which is kept in the material bank.

The CodeWitz-project network consists of the project partners who have signed the collaboration and project agreements.

The organisation of the project

The CodeWitz project is open to all institutions interested in developing the material bank or creating new material. Depending on the institution's needs, it is possible to become both a tester and a developer (level 1) or in addition to this a material producer (level 2). **The level of the partnership is defined in the project agreement included in this agreement.** The level of the agreement can be changed as needed. The language of the project and the material is English.

The agreement for level 1 (testing, developing) entitles the user the access to the CodeWitz-material and creates an obligation to evaluation and development.



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The agreement for level 2 (testing, developing, production) entitles the user the access to the CodeWitz material and in addition to this also the access to its source code. It creates an obligation to evaluation and development and in addition to this also to the production of own material and the distribution of its source code.

Agreements for both levels obligate contracting parties to share the results, feedback, suggestions and/or observations of testing, developing and/or production of the CodeWitz material.

The master- and project agreements are coordinated and the user environment is maintained by TAMK.

5. The realisation of the project

The project is to be realised as an open source project based on interaction (evaluation, development). The project partners will independently arrange the progression of the project according to the obligations agreed upon in the signed master agreement. The realisation of the project agreement is monitored by TAMK.

6. Financing

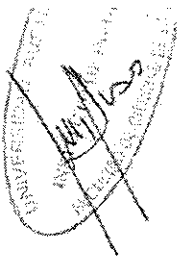
The project has no joint financing. Partners are independently responsible for the financing of their own expenses. TAMK takes the responsibility of the expenses for maintaining the user environment and the general coordination of the project.

7. The date when the agreement comes into effect and its term

This agreement will take effect when both contracting parties have signed it and it is effective until further notice.

8. The termination and the effects of the termination

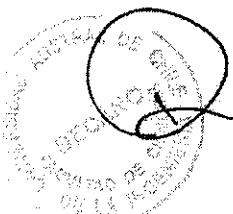
A project partner can terminate the agreement to end within six (6) months from the date of a written notice of termination given to the coordinator. The project coordinator can also terminate the agreement to end within six (6) months from the date of a written notice of termination. The rights for the CodeWitz-material and -material bank end after the term of notice. During the term of notice the project agreement is applied to the projects that were initiated during the term of the agreement. If a project partner breaks the agreement the agreement may be cancelled immediately without a term of notice.



9. The appendices of the agreement

Along with the master agreement, a project agreement for a level of cooperation selected is signed. If the cooperating institutions have not yet signed a generic cooperation agreement, it can also be signed along with this master agreement if needed.

10. The agreement and its alteration





This agreement replaces all earlier verbal and written contracts or conditions made about the object of the agreement between the contracting parties.

The contracting parties can change this agreement only in writing. Other changes are invalid. The changes will come into effect when all the contracting parties involved at that time have approved them.

11. Contact persons, announcements and Communications

The announcements and Communications made by the contracting parties due to this agreement are considered to be valid when they are made either in writing or by using e-mail to the following addresses.

The contracting parties may change the contact persons named here by making an announcement to the other party in advance.

11.1 The contact person for contracting party A:

Esa KUJANSUU, esa.kujansuu@tamk.fi Tampereen ammattikorkeakoulu -
University of Applied Sciences, Teiskontie 33, 33520 Tampere, FINLAND

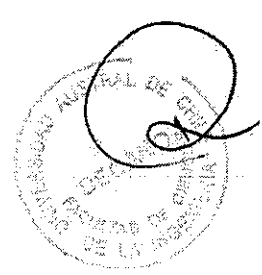
11.2 The contact person for contracting party B:

Prof. Luis A. Álvarez-González
Director Instituto of Informatic
Faculty Sciences of Engineering
Universidad Austral de Chile.
Telephone: +56 (63) 221427 E-Mail:
lalvarez@uach.cl

12. The law applied and the solving of disagreements

The law applied to this agreement is the Finnish law.

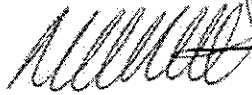

The aim is to try and solve any disagreements arising due to this agreement in negotiations between contracting parties. If the contracting parties cannot come into agreement the argument will be settled in the Tampere Circuit Court.

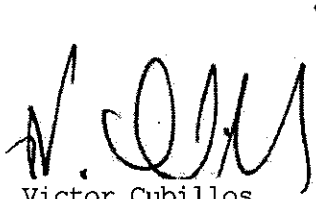
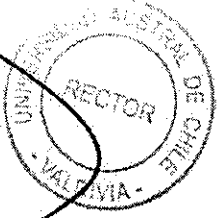




13. The copies of the agreement

Two (2) identical copies of this agreement have been drawn up, one for each contracting party.


Victor Cubillos
Rector


14. Place, date and signatures

Date
Markku Lahtinen
President

Tampereen ammattikorkeakoulu
University of Applied Sciences

Universidad Austral de Chile

20 ENE 2009

