
ANNEX II
MODEL OF CONTRACT OF THE INCORPORATION OF UNIVERSITIES COURSES TO THE MIRIADAX PLATFORM

Place...th... of

INVOLVE

From one side, Universitywith tax identification number and which address to this purpose is....., represented by, with identification document number, (Hereinafter, UNIVERSITY).

And, through her, its teachers (hereinafter, teaching team):

- By D. , (Indicate professor's name and position and the subject they teach), with identification document number and phone..... His email address as a user of the Platform will be @.....
- By D.^a, Indicate professor's name and position and the subject they teach), with identification document number and phone..... His email address as a user of the Platform will be @.....
- By D.^a (Indicate professor's name and position and the subject they teach), with identification document number and phone..... His email address as a user of the Platform will be @.....

All with address for these purposes at the headquarters of the University indicated in the preceding paragraph (hereinafter, the teaching team).

And, on the other hand, Telefónica Educación Digital S.L.U., with the Spanish Tax Identification Number B82857053, and whose registered office, for these purposes is Gran Vía, 28, 28013, Madrid, Spain and represented by its financial director Ms. Ana Cacilda Andrés Alonso, with the identification number 16054662H (hereinafter, TED or the Company)

Hereinafter, the University, and University Teaching Team will be referred to collectively as the "Parties".

Both parties recognize the full legal capacity and sufficient competence to sign the present agreement and to that effect

EXPOSE

1. - The COMPANY manages together the platform www.miriadax.net Platform (hereinafter, the Platform), which aims at the provision and delivery, to the Internet audience, online courses, massive, open and free.
2. - That the University and the teaching team are interested in add to the Platform this course developed by the teacher described below, under the agreement signed in the Platform

between the University and TED dated October 22, 2019 (Hereinafter, the "participation agreement"), which take effect in accordance with the provisions of the following

CLAUSES

FIRST.- DESCRIPTION OF THE COURSE.

The course joins the Platform under this contract is described in this clause (hereinafter, the Course).

1.1 Specifications of the course:

Course title	
Language in which is taught	
Professor(s)	
Technical personnel to support the dynamization of the course, without being part of the cloister	<i>.....Indicate name/s and last names and emails /registered on the Platform</i>
Technical staff that supports the publication and editing of content, not forming part of the cloister	<i>.....Indicate name/s and last names and emails /registered on the Platform</i>
Tentative date course start (Subject to change depending on the load of the entire course content and its review by the Organization)	
Term course duration in weeks (time it takes delivery of, that will be between 4 and 12 weeks)	
Periodicity in the opening of calls of the Course (minimum 2 editions per year)	
Estimated weekly study hours (certificates reflect the estimated study hours multiplied by the number of weeks of the course)	

1.2 Description of the course contents.

Brief text explaining the course content (maximum 4 lines) (the description will appear on the public record of the course on the Platform)
Descriptive text of the course (maximum 10 lines)

Extract on the professional biography of teacher or teaching team (maximum 8 lines)
Number, title and brief description of each of the modules of the course (maximum two lines per module)
Recommended prior knowledge
Assessments expected to be used and approximate number per module

Other relevant information about the course: For example, what resources would students need? What knowledge and / or skills will acquire the student? What is the duration of the videos of the course?

It should also accompany this document with:

- Logo of the University in vector format and size 260x145px. The design of images of the presentation of each course will be the responsibility of the COMPANY and its creation will attend a series of mandatory parameters such as inclusion of the university logo and inclusion of his name: 360x175px
- URL link to a descriptive video, posted on YouTube, maximum five minutes long in which the teacher or teaching team to impart the MOOC enter schematically the matter will be discussed.as well as details about how it will structured, how content will be developed or how and when the acquired knowledge will be evaluated. The video format must be 1280x720 HD Format, Audio 44 kHz of 16 bit mono, Mp4 codec H264.
- Logo of a second INSTITUTION or organization linked to the publication of the course on the Platform, if any.
- Signature of the teaching team in vector format with size 250x100 px.

1.3 Certifications to be issued upon completion of the course and prices thereof.

The "Certificate of Achievement" will be issued by the COMPANY according to the model incorporated in the Annex IV of the agreement at a cost to the user of 40 € (VAT included). At the end of the first year of delivery, the price may be revised between the COMPANY and the University.

The "Certificate of Accreditation of Knowledge" will be issued by the COMPANY and it will entail a commitment from the University to issue a formal academic recognition to the students who obtains it. The University has the authority to decide about the issuance of this certificate and its cost for the user, as well as all other conditions for its issue will be established jointly between the Company and the University.

The cost of the certificates will be charged by the COMPANY to users of the Platform that meet the conditions of issue of each course certificates (hereinafter users), subscribing to the University the percentage of gross revenue generated by the issuance of such certificates under the terms stipulated in the participation agreement, teaching team participation in these revenues will be stipulated by the University, without being enforceable any compensation to the Society.

SECOND. - OBLIGATIONS OF THE UNIVERSITY AND THE TEACHING TEAM.

The university and the teaching team assume the following obligations in relation to the upload of the course on the Platform and its delivery through it to users who enroll in it:

1. Generate and upload the Platform course content. For this purpose, the term "Content" means any data, information, intellectual creation or material delivered in text, photo, audio, image or audio, including videos, classes, teaching materials and programs, which are incorporated into the course.
Generate and incorporate the appropriate course assessments to measure learning rigor and coherence of users.
2. Collaborate with the COMPANY in introducing the necessary adaptations to end users with disabilities.
3. In the period of delivery of the course, the teaching team will supervise the forum of questions and answers to ensure that the main problems that arise are addressed. The forum is the only social utility that the teaching team is obliged to open within the course, opening the rest is optional. It must also streamline the course, maintaining adequate communication with registered users in it, to have all the necessary information for proper monitoring (possible incidents, changes, etc.).
4. In connection with the reissues of the course, the teaching team should correct and update the content whenever necessary by reason of their matter. The COMPANY may prevent the re-publication of course if the contents have become obsolete or do not meet some necessary criteria.
5. Due to the tacit renewal of the contract, the university and / or teaching team may make structural changes or course contents under this contract, without having to re-sign again this document with those amendments, provided that these changes do not introduce changes such that distort the initial nature of the course subscribed.. The COMPANY must approve these modifications, may prevent the publication of the course if the modified contents do not meet some necessary criteria.

THIRD.- OBLIGATIONS AND WARRANTIES REGARDING THE CONTENTS OF THE COURSE.

In relation to the contents which are incorporated to the course, the University and the Teaching Team guarantee and assume the following obligations:

1. Ensure that they are legitimate owners of all content to upload, or that they are entitled sufficient to make this uploading and promotion, reproduction or publication through the course and Platform.
2. The upload and publication of the contents through the course and Platform does not violate in any way the current regulations applicable or publicity rights, intellectual property, copyrights, contract rights or any other rights of any individual or legal, public or private, or result in any way contrary to good faith or public order

As a result of this, ensure and guarantee TED the contents observe the laws on data protection, protection of the right to honor, personal privacy and self-image, intellectual property or industrial, or any other that may be applicable.

In particular, expressly guarantee TED with the prior written consent of those whose images or other personal data are disseminated through the contents, or, whose rights are affected by publication and reproduction through the course and Platform for its use or exercise in the terms that are used in the contents.

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3. To the extent permitted by law, the teacher or teaching team, being the ultimate responsible for the content published by the course, shall indemnify, defend and hold harmless the Company, TED and the University, their participating companies and each of their directors, advisors, employees and agents from any losses, damages, costs, expenses (including reasonable attorneys' fees and expenses) or other obligations arising out of or resulting from third party claims against the Society and/or TED and/or the University to the extent that they refer to Content provided by Teachers, including any infringement or violation of any third party's Intellectual Property Rights, including claims for defamation, invasion of privacy, right of publicity or unfair competition. This responsibility will be jointly and severally enforceable against all members or professors who make up the teaching team, whether by the Society, TED or the University, indistinctly.
 4. By uploading content, the university and the teaching team grant TED a free license and consent of non-exclusivity to distribute, transmit and reproduce it in the Platform to allow users enrolled in the course to have access to its contents.
 5. Neither TED are responsible under any circumstances for the legal, contractual or otherwise arising from the contents of his upload to the Platform or disclosure, communication or reproduction through the same offenses, being the teaching team ultimately responsible for such violations and damages that may cause, pledging to hold harmless TED against claims they may receive from third parties, whether individuals or public or private entities, by reason of such infringements and against damages of any kind that may suffer as a result thereof. This responsibility is required in solidarity to all members or teachers to integrate the teaching team, both by the COMPANY, such as university, either.
 6. TED reserves the right to withdraw immediately from the Platform, prior notice to University, and without liability to TED, course content, in the following cases: (i) when the University or teaching team fail to fulfill the obligations Team , rules or guarantees established in this contract or its contents incur any of its prohibitions; (ii) if TED receives a complaint from a third party because of the contents; (iii) if it is the subject of any claim or administrative or judicial investigation because of the contents; and (iv) if it considers that the contents violate any law, regulation or rights of any third party applicable.

FOURTH - CONFIDENTIALITY AND DATA PROTECTION

4.1 Confidentiality

4.1.1.- In fulfilling its obligations under this Agreement, the Parties may exchange or obtain confidential information from the other Party. For the purpose of this, the Party disclosing the information will be referred to hereinafter, the "Disclosing Party", while the Party receiving Confidential information pursuant to this will be referred to hereinafter the " Recipient". "Confidential information" comprehends any information exchanged by the parties other than the public domain on the business or the activities of the Disclosing Party to communicate to the Recipient.

The Confidential information shall not include: (i) information that is in the public domain before the signing of this contract or becomes widely accessible to the public for reasons other than

the disclosure of the Recipient ; (ii) any information held available to the recipient with no obligation of confidentiality to the Disclosing Party; (iii) any information received by the Recipient from a third party free of obligation to maintain confidentiality of such information; or (iv) information that the recipient develops in an independent manner without using or refer to the Confidential Information of the Disclosing Party, as documented written records of the Recipient.

4.1.2.- Permitted use: Each Party shall use the Confidential Information of the other party to fulfill its obligations under this Agreement and any other purpose. None of them have or obtain any rights to the Confidential Information of the other Party under its disclosure under this clause.

4.1.3- Covenant of non- disclosure: Unless the law requires otherwise, the Recipient consent not to disclose the Confidential Information of the Disclosing Party to any third party or any of its employees or independent contractors, except those who have a need to know so that the recipient meets its obligations under present or when such employees report that the information is confidential and these require a written contractual restriction nature of confidentiality and proper treatment of such information. Recipient agrees to act with the same care and discretion with which work to protect his own to avoid disclosure, publication or Confidential Information of the Disclosing Party spreads, but the Recipient, in any case, will work with less reasonable care to protect Confidential Information of the Disclosing Party. Both Parties shall keep confidential the existence of this Agreement until the time when Executed issue a press release agreed by the Parties. Notwithstanding the foregoing, neither Party shall disclose the existence or conditions of this Agreement to his advisers, lawyers, funding sources or actual purchasers or potential, as will also the senior officials of the administration of other schools in each case subject to written obligations of confidentiality.

4.1.4 Return. Disclosing Party may at any time notify the Recipient its obligation to return to the Disclosing Party of its Confidential Information. Hereby, each Party consents, with a notice of 30 days, the following: (i) return all documents and tangible items that it or its employees or agents have received or created under this Agreement belonging, concerning or relating to the Confidential Information of the other Party and (ii) return or certify in writing that it has destroyed all copies of it, of which the duly authorized person responsible for the Party will attest.

4.1.5 Disclosures required by law. When a disclosure of Confidential Information is required by rule of law or judicial or administrative decision, the Recipient shall send immediate notification to the Disclosing Party thereof (including the form of disclosure), so that it can take any action deemed necessary to intervene to limit the scope of the disclosure or otherwise obtain guarantees of confidentiality. In addition, the Recipient agrees to cooperate fully with the Disclosing Party in taking measures to protect the Confidential Information of the latter or otherwise limit the scope of disclosure required. Notwithstanding the foregoing, nothing contained in this Agreement in any way limit the ability of the University to comply with laws or legal proceedings relating to the disclosure by public bodies.

4.2. Data protection

The use and processing of personal data of users of the Platform shall be governed by the provisions of the privacy policy of Miriadax, which is disclosed in the Platform and will be accepted by users when signing up for it. Also, at the time of registering, users must accept the conditions of use of the Platform established by the COMPANY.

The University and the teaching team may only access the data of End Users who have enrolled in courses within the scope of the Platform. Under this data access Users, and Team University Teaching assume the following commitments:

1. Access, apply, treat and use the personal data of users who access through the Platform, solely for the purpose of carrying out the management and organization of the course that had been built; while respecting at all times the Organic Data Protection Act and other regulations that develop or adjust. The use of this data for other purposes require the express, precise and unequivocal consent of the owners.

In relation with this access, application, processing and use of data users, and in accordance with the provisions of the privacy policy, it records that the university and teachers can access all personal data that users enrolled in courses register on the Platform, with the exception of your email data. Consequently, they can access data name, location, URL Facebook, twitter and LinkedIn, and biography. They may also access information about badges, medals and social karma earned by users enrolled in their courses. This access will aim that teachers can make a correct management and delivery of the course that were registered user.

The user's personal information as described in the previous paragraph will also be accessible under the functionalities of social network that has the Platform: (i) within the courses for other users enrolled in the same course as the user; and (ii) within the forums or blogs Platform, when the user performs an entry or comment.

Furthermore, in accordance with the above, the University may send registered in courses users, through the communication tools of the Platform, advertising information about the educational offerings of the University through the options that Platform offers at the time of registration. These communications can be sent to the quantitative limit of a maximum communication per month. This type of communication may not be sent by teachers, but only by the University, through persons duly authorized to do so.

2. Not transfer the personal data of the users of the Platform to individuals or legal entities other than those that may have been expressly authorized by the owner of the data.
3. Protect personal data to which access is permitted, ensuring the adoption of all technical and organizational measures necessary to the security of personal data within the internal area of the University, especially the security measures provided for in Article 9 of the said Act and set out in RD 1720/2007, of 21 December, approving the Regulation implementing law 15/1999 of 13 December on protection of personal data is approved.
4. Be responsible for the unlawful use of personal data by the University or its staff. For the purposes of this clause, shall be deemed unlawful use, the use of data contrary to the Data Protection Act and / or in a different form or purpose other than the delivery of courses through the Platform.
5. Keep the passwords secret access to the Platform, assuming any damages that might result from misuse, as well as the transfer, disclosure or loss of it.

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6. It is forbidden to send communications to users using the Platform other than the ones strictly necessary for the development of the courses that they are enrolled, and the business communications described previously in the section 1.

As a result of the above, and merely by way of example and without any limitation, it is prohibited: (i) sending advertising or promotional communications by teachers; (ii) sending more than one (1) advertising or promotional communication concerning educational offerings of the University, a month; (iii) sending communications to users with critical or negative value judgments related to the operation of the Platform or its managers.

7. Hold harmless TED, against any claim, proceeding or judicial, extrajudicial or administrative proceedings that may be brought / a, started or initiated against them for breach by the University of the commitments made in, or regulations applicable for the protection of data cited above. As a result of this obligation must compensate for all the damages that such claims, proceedings or records may cause them, including these concepts, without limitation and without limitation, any penalties, fines, compensation, damages, interest, damages moral, image or any sort that might suffer as a result thereof.

FIFTH.- PERIOD OF VALIDITY

This contract and the course under this contract will have an initial term of one year from the date of signature. Once that initial year has elapsed, the contract, as well as the period of validity of the course, will be automatically extended for successive periods of one year each, unless a written notice by either of the parties is made two months prior to the initial expiration date or any of its extensions.

The automatic extension of the contract can only be valid if the parts of it remain unchanged. For those cases in which there is a change in the teaching team assigned to this course related to this contract, the present document must be subscribed again with the new components of the teaching team that will give the course.

This contract will remain in force as long as it is not differently advised, and the parties maintain their contractual relationship corresponding to the participation agreement on which this document depends as Annex II at the very least. In case of expiration of the participation agreement, the present contract will expire with the same, without prejudice to the provisions of the following paragraph.

The expiration of the contract will not affect the courses that were being taught at the time of its expiration, which will remain available on the platform until its normal termination.

SIXTH. - RESOLUTION FOR BREACHING THE CONTRACT

6.1. Resolution for breaching it.

Either Party may terminate this Agreement upon writing notification to the other Party: (a) if the other party commits a material breach of this Agreement which is not remedied within 30 days after receipt of written notification of that failure by the non-defaulting Party; (B) with immediate effect in the event of insolvency or inability of the other party to settle its debts at

maturity, except as may prohibit the bankruptcy laws applicable; or (c) with immediate effect if the acts or omissions of the other Party affect adversely or negatively or cause substantial damage or loss of reputation Party, such as the failure of the University and / or teaching team of any of the obligations set out in section 4.2. on "Data Protection".

6.2. - Effect of the resolution

The termination of this Agreement for any reason does not relieve the Parties of their obligation to pay the amounts owed to the other Party that had become due before the resolution. When the termination of this Agreement occurs, each party shall return to immediately to the other Party all Confidential Information (other than this Agreement) in its possession or under his control.

Notwithstanding the termination of the contract, the obligations assumed by the parties on the contents (third clause), and confidentiality and data protection (Fourth clause) continue to be enforceable by the parties.

SEVENTH. - IMPLEMENTATION OF THE AGREEMENT OF PARTICIPATION.

To avoid unnecessary repetition, all those matters not covered in this contract, such as the upload of the course to the Platform, validation by TED, the classification of the course, the issue of certificates (participation, improvement and accreditation of knowledge) and other matters not specified herein shall be governed by the provisions of the participation agreement, teaching team acknowledge and agree.

Read the above and proof of compliance, this contract is signed ¹ in the place and date indicated in the heading.

UNIVERSITY
p.p.

TEACHING TEAM

TED
p.p.

¹ Only digital signatures will be accepted. If you do not have a digital signature, you must delegate your signature to somebody who does have one by attaching a written note to the document authorizing them to sign on your behalf. Scanned signatures will not be accepted. Please do not block the document once it is signed, so that the other signatories can incorporate their signatures. For more information you can consult <https://blogs.upm.es/informaticarectorado/guias/>