

THE VEC SC ECHEMTEST⁺ PROJECT

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ECHEMTEST®

EchemTest® is a set of several thousand Questions and Answers (Q&A) associated with the different levels of chemistry knowledge as singled out in the ECTN (<http://ectn-assoc.epe.fr/echemtest/default.htm>) core chemistry European Syllabus. EchemTest® is the reference e-learning product of the Association and its libraries are regularly used for Academic purposes (guidance of students' curricula, evaluation of students' preparation, assignment of ECTS credits, etc.) by some of the ECTN member Institutions to the end of carrying out Self Evaluation Sessions (SES)s for school, EuroBachelor® and Euromaster® students.

The EChemTesT® project is run by the Virtual Education Community (VEC) Standing Committee (SC) of ECTN. The VEC SC takes care (either directly or through third parties) of: managing of the EChemTesT® central platform, coordinating the National Test Centres (NTC)s, maintaining and extending the English version of the Q&A Libraries and related e-testing software, creating and running centrally the SESs, developing the evaluation metrics and producing related general statistics, centrally advertising and communicating project activities.

At national level the EchemTest® project is presently articulated into 11 National Test Centres (NTC)s accredited by the VEC SC. The NTCs handle (either directly or through third parties) the accreditation of the ATSS (Accredited Test Site)s, the translation from English into national language and maintenance of the Q&A libraries, the management of the network of national ATSS, the development of national metrics and production of local statistics, the national advertisement and communication

At local level the EchemTest® project is presently articulated into 15 ATSS, accredited by the related NTCs. The ATSS handle (either directly or through third parties) the secure delivering of SESs, the production of related reporting, local advertisement and communication.

THE ECHEMTEST⁺ (ECHEMTESTPLUS) PROJECT

THE OBJECTIVE

As deliberated by ECTN (hereinafter also called "the Association") Administrative Council (AC) of April 26, 2015, the reorganization of EchemTest® to the end of achieving sustainability is a key objective of the VEC SC. This objective is pursued in the ECHEMTEST⁺ project that aims at coupling the existing Academic EchemTest® SESs with the ones offered to private individuals and company employees. This will foster a gradual replacement of the costs covering mechanism based on Network funds and possibly pay for the full maintenance and further evolution of the EchemTest®.

THE PARTNERS

Partners of the ECHEMTEST⁺ project are the ECTN member Institutions (possibly bearing at least one Eurolabel) committed to carry out at least one of the following activities: use EChemTest® for teaching and assessing activities, contribute to the development and translation of the Q&A libraries, act as NTC and/or ATS, contribute to the development of support material and related software tools. Partnership is obtained by application to the VEC SC and subsequent signature of the related MoU (see APPENDIX 1)).

BUSINESS PLAN OF TARGET 1

As from the VEC SC business plan approved by the ECTN AC on April 26, 2015 (see APPENDIX 2), EchemTest® is the main ECTN asset (conservatively estimated to be worth about 2 Meur) of the Association. Its operation costs (worth about 170 keur per year) are at present met in money for about 40 keur (25% of the total operating costs) and by in kind and voluntary work (for the remaining 75%) both provided by the member Institutions through VEC SC, NTCs and ATSS. Accordingly, the business plan of ECHEMTEST⁺ for the next three years will have to enter an increasing annual income able to match the expected costs of 40 keur a year (an average of 4 keur per NTC or country) thanks to an expected integration from projects and/or the Association. In order to achieve this, the ECTN AC has adopted (similarly to what has been done for the Label Committee) the National (or regional) Agency model whose prototype has been already approved by the ECTN AC on April 26, 2015 for the specific case of MASTER-UP in Italy. Agencies will act as ATSS (using their own

or other ECTN members' infrastructures) for paid SESs. This model allows to deal nationally with SESs and to award EchemTest® certificates to private individuals and company employees. Incomes generated can be used for the mentioned budgetary integration and to fund research based education projects of the ECHEMTEST+ member Institutions.

It has to be pointed out here, however, that the adoption of an EchemTest line for private individuals and company employees implies the implementation of the new e-testing software EOL (Exams On Line) on which some ECTN member Institutions have been working since long. To this end, as will be specified in more detail later, EOL (the above mentioned e-testing Open Source software) has the advantage of being of free use (no fees have to be paid, no limits are set for the number of users and SeSs, compatibility with the popular Moodle educational software is provided, etc.). On the other hand, the presently used e-test software Question Mark – Perception (QM) makes use of proprietary tools preventing an easy to reuse of EchemTest® Q&As. Opting out of QM is made even more impellent by the fact that the introduction of a new release of QM (that would require a complete reinstallation of the EchemTest® Q&A) and the associate adoption of an externalized server (that would weaken the exclusive property of the Q&As by ECTN) will create further difficulties to ECTN. On the contrary, the effort required to export EchemTest® Q&A to EOL will correspond to a (una tantum) extra cost (of the order of 5 thousand euro) to be met either as voluntary work or by external funding and will also the exploitation of the reusing of Moodle Q&A libraries (as further detailed in the ROADMAP subsection).

THE ECHEMTEST+ PLAYERS AND TRAINING EVENT

ECHEMTEST+ leverages on the ad hoc cluster of the ECTN member Institutions already active in carrying out Echemtest® activities with their in kind and voluntary work, on providing them with new tools empowering better use of Echemtest®, on establishing ECTN additional activity lines offering paid certification of Chemistry knowledge to individuals and companies. Paid certifications incomes will be used to make ECHEMTEST+ financially sustainable. Measures aimed at strengthening cooperation with third parties will be also considered (see annex 1).

An ECHEMTEST+ training event addressed to ECHEMTEST+ members (either NTCs or ATSS) has been organized to be held in September 14-15 to the end of providing the attendants with the basic information necessary to regulate an Intellectual property preserving use of EChemTest®, to synchronize the technical procedures for running the SESs at the various sites, to coordinate the management, update and translation of the different libraries in the new MoU regulated context. Further information will be given on the use and development of Chemistry related Learning Objects (LO) implemented on distributed shared repositories, on the adoption of the open source e-test management software EOL that will be used for the release of individual certificates and the porting of the libraries.

The event will be held at the University of Perugia with the attendance of Tesser Riccardo (riccardo.tesser@unina.it), Ceotto Michele (michele.ceotto@unimi.it), Mavelli Fabio (fabio.mavelli@uniba.it), Krebs Heinz (heinz@chemit.at), Bodo Enrico (enrico.bodo@uniroma1.it), Rui Marina (rui.marina@gmail.com), Brower Natasa (natasa.brouwer@uva.nl), Wahala Kristiina (kristiina.wahala@helsinki.fi), Lainez Alfredo (alfredo.lainez@quim.ucm.es), Telidis John (john@automatos.gr), Kozaris Ioannis (ikozaris@chem.auth.gr), Gartner Peter (peter.gaertner@tuwien.ac.at), Szczeponek Krzysztof (szczeponek@chemia.uj.edu.pl), Vagapov Bulat (boulat88@gmail.com) according to the programme given below:

Session 1 (Sept 14 afternoon) Department of Mathematics and Informatics room C3

14:00-15:00 A. Laganà - The use of EChemTest® in the post-EC2E2N2 regime (no thematic network funds)
15:00-16:00 C. Manuelli - Synchronize the technical management of EchemTest® by NTCs and ATSS
16:00-16:30 Break
16:30-17:30 N. Faginas Lago – Management of Self evaluation Sessions for ATS and NTC
17:30-18:30 S. Tasso – Auxiliary EchemTest® Learning Objects and related distributed repositories of GLOREP
18:30-19:00 A. Laganà – Towards the implementation of EchemTest certificates
20:00-22:00 Dinner

Session 2 (Sept 15 morning) Department of Mathematics and Informatics room C3

08:30-09:30 O. Gervasi- EOL: an open source software for certification
09:30-13:30 O. Gervasi and collaborators: hands on EOL demos and libraries import
13:30- Dispersal

NEXT STEP

BUSINESS PLAN OF TARGET 2

Once reached the above mentioned consolidation (hopefully before the end of the planned 3 years) additional actions will be taken for the improvement of EChemTest (continuous extension and revision of the Q&A libraries, their finalization to more professional use, the implementation of other Q&A libraries, training for ATCs operators, the utilization and development of supplementary GLOREP materials). Although a quantification of these items is at present premature the success of ECHEMTEST+ and the extend adoption of EChemTest® as European standard for the evaluation of Chemistry knowledge will critically depend on the proper planning of this second phase of the business plan.

APPENDIX 1 - ECHEMTEST ACCREDITED TEST SITE – ECTN INTERNATIONAL AGREEMENT

THIS AGREEMENT, made the ..dd/mm/year.. by and between the European Chemistry Thematic Network Association, 39 rue des Deux Eglises, 1000 Brussels, Belgium; e/o CPE Lyon Relations Internationales 43, boulevard du 11 Novembre 1918 P.O. Box 2077 F-69616 Villeurbanne cedex FRANCE ("ECTN") and the Department ..xx.. of the University ..xy.., ..address.. registered as Member of ECTN ("MEMBER").

WHEREAS, ECTN owns EChemTest® (a set of libraries of questions and answers for use in chemistry knowledge self assessment and certification) with registered trademarks, developed the procedures of their awarding, and is desirous of collaboration and appointing of an organisation qualified to support the delivery of its Self Evaluation Sessions (SES)s and the award of related certificates; and

WHEREAS, THE MEMBER desires for both academic and non-academic use to deliver EChemTest® SESs in English and in its national language, contribute to the promotion and maintenance of EChemTest® and award related EChemTest® based Academic credits, and represents that it is qualified to act in such capacity for ECTN pursuant to the terms and conditions set forth herein, by ECTN.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1) APPOINTMENT TERM

ECTN hereby appoints the MEMBER for an initial period commencing as of the date set forth above and shall automatically renew on January 1, next year, and the MEMBER hereby acknowledges and accepts such appointment, in accordance with the provisions of this agreement. Thereafter, this Agreement will be automatically renewed for an additional one-year term unless terminated in writing 60 days prior to renewal date.

2) DELIVERY of EChemTest® SESs and AWARD of EChemTest® based Credits

ECTN agrees to authorise the MEMBER to deliver EChemTest® SESs and award EChemTest® based Academic credits using criteria and procedures defined by ECTN, and the MEMBER agrees to promote EChemTest® based Academic credits, cooperate to maintain its translation into the national language for Academic use at the terms and conditions of this Agreement and the MEMBER's standard terms and conditions of action in effect at the time of action including without limitation, the responsibilities, duties and limitations of liability provisions contained therein. ECTN shall have the right from time to time to establish, change, alter, and amend terms and conditions of awards (nevertheless the MEMBER shall be notified in writing 30 days prior of these alternations and shall have the right not to accept them and not to continue this Agreement).

3) OBLIGATIONS OF THE MEMBER

The MEMBER shall:

a) Use its best efforts to run an ECTN Accredited Test Site (ATS) where EChemTest® SESs can be delivered and pursue all reasonable opportunities in the solicitation of applications for SESs to maximise their usage, including, without limitation, providing appropriate coverage of existing and potential individual accounts on a regular basis, and participating in appropriate scientific and educational meetings and congresses and in ECTN's own actions and programmes. The MEMBERS's advertising and promotional materials relating to EChemTest® shall be subject to ECTN's prior review and approval, and which shall not be unreasonably withheld.

b) Furnish consultation services to potential applicants to EChemTest® SESs, invite higher education institutions to make use of EChemTest®.

c) Undertake the following steps upon submission of a SES request from an ATS:

-a. receipt is confirmed to the institution

-b. the SES is implemented

-c. all relevant material is archived within a secure document management system in both paper version and PDF electronic format; all such information can be made available to the ECTN upon request and is considered "for internal use only" of the MEMBER and ECTN,

- d) Produce an annual report on the usage of EChemTest® for ECTN.
- e) Provide sufficient financial resources as may be required to fulfil its responsibilities under this Agreement, including maintaining suitable premises, equipment, documentation storage and current promotional literature for the related EChemTest® translations.
- f) Organise and possibly remunerate/employ sufficient and suitably qualified and trained competent personnel necessary to properly carry out the MEMBER duties under this Agreement to the satisfaction of ECTN. The MEMBER and its personnel shall maintain a working knowledge and familiarity with EChemTest®, including their potentials and limitations, and associated services, and attend consultation and training sessions organised by ECTN as appropriate at the MEMBER's expense to maintain such knowledge and familiarity.
- g) Not alter, enlarge, or limit rules and requirements of EChemtest® certification, or make representations guarantees concerning the EChemTest® or accept the modifications of, or make allowances with respect to the EChemTest® beyond existing rules and requirements without ECTN's prior written approval. The MEMBER may translate EChemTest® into further languages; these can be considered as valid only if they were approved by ECTN.
- h) not be responsible for the definitions or performance of the EChemTest® nor shall the MEMBER incur any liability or trademark/patent infringement claims brought by third parties.
- i) not incur any liability on behalf of ECTN nor describe or hold itself out as an agent, representative or employee of ECTN or their affiliated bodies.
- j) not confer with, and establish to the satisfaction of ECTN, goals and strategies to promote, maintain, and award of EChemTest® based credits during the term of this Agreement covering such matters as advertising, popularisation, staffing and manner of national coverage.
- l) fully comply with all laws, and governmental rules and regulations applicable to the MEMBER activities hereunder including without limitation, the European laws and regulations relating to quality labels and not make bribes, kickbacks, or payments to government or university officials to obtain applications, nor any other illegal payments, and
- m) not award, offer or otherwise deal in any activities which compete with EChemTest® without the prior written consent of ECTN, which shall not be unreasonably withheld.

4) ECTN ASSISTANCE

ECTN shall provide the EChemTest® master (English) libraries as well as support to the activities of the MEMBER with regard to its promotion of the EChemTest®, its solicitation of applications, and connected services. ECTN shall make available to the MEMBER (if requested), at the MEMBER's expense, training and instruction with respect to the EChemTest® and technical data and literature covering them. Training will be provided at facilities agreed by both parties. ECTN shall, upon reasonable notice, supply support personnel for meetings, conferences and shows as ECTN shall deem appropriate in its sole discretion as well as graphics and other materials. ECTN will provide the MEMBER with the last authorised version of documents and rules related to EChemTest® and certifications. ECTN has every time the right to change or amend these documents. The MEMBER must be immediately informed.

5) AWARDS. RULES. CANCELLATIONS AND PAYMENT

- a) Credits. EChemTest® based awarded credits will be valid only for the Academic use of the MEMBER.
- b) Cancellations. The ECTN may cancel all or any EChemTest® based awarded credits provided ECTN found enough evidence that they were issued not in accordance with current rules and requirements and/or the rules were not obeyed by the awardee. The decision made by ECTN is final.
- e) Change of rules. ECTN reserves the right to change or modify the design and rules for any EChemTest® and procedures connected. ECTN shall advise the MEMBER of such actions.

6) CONFIDENTIALITY PROVISIONS

As the MEMBER may have heretofore received and will in the future receive from time to time confidential and proprietary information and data concerning the EChemTest®, development, projects, action plans and operations of, or belonging to, ECTN and/or other bodies, institutions, and companies with whom it has a business relationship (herein collectively referred to as "ECTN Information"), the MEMBER agrees to treat, and to cause its collaborators, officers and employees to treat, all such ECTN Information as ECTN's confidential property, if such marked, and not to divulge it to others at any time nor to use it for the

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MEMBER's private purposes, or otherwise, except with prior written authorisation of ECTN and then only in the manner and to the extent authorised, unless and until such ECTN information becomes a part of the public domain. The MEMBER's obligation hereunder further applies to ECTN information received by the MEMBER in the course of the MEMBER's prior, if any relationship with ECTN and shall continue beyond and after the termination or expiration of this Agreement, or at any time ECTN so requests, the MEMBER shall deliver to ECTN (including all copies and reproductions thereof) all notes, memoranda, records, drawings or other documents and other information or materials pertaining ECTN information.

7) TERMINATION

In the event of a material breach of the agreement either party may give six-month notice requiring compliance and in the event of non-compliance, may terminate the agreement. ECTN shall have the right without prejudice to any other rights it may have in law or by contract, to terminate this Agreement, effective immediately upon notice to the MEMBER as a result of any of the following:

- a) The insolvency of the MEMBER or any of its owners/operators, or the filing of a voluntary or involuntary petition in bankruptcy or for a reorganisation arrangement under applicable laws by or against any of them or their property; or the making of an assignment for the benefit of any of their creditors; or the voluntary or involuntary dissolution of the MEMBER.
- b) The untrue statement of a material fact, or omission to state a material fact, necessary to make the statements contained herein not misleading in any information or statement furnished by the MEMBER to ECTN in connection with the MEMBER's appointment as the MEMBER or performance pursuant to this Agreement.
- c) Any breach by the MEMBER of any of the provisions of this Agreement or any other contractual or legal obligations to ECTN.
- d) The non-attainment by the MEMBER of the goals or strategies established pursuant to the Agreement.
- e) The death or incapacity or removal or withdrawal from the management of the MEMBER any owner or operator or the voluntary or involuntary transfer of any ownership interest in the MEMBER.
- f) Any act or omission of the MEMBER or of any owner/operator which, in the sole opinion of ECTN, may damage or adversely affect or reflect the MEMBER, ECTN, the EChemTest, or any performance pursuant to this Agreement.
- g) Nothing contained herein shall be deemed to create any express or implied obligation on either party to renew or extend this Agreement or, if the MEMBER is continued or renewed as the MEMBER, to create any right to continue such relationship on the same terms and conditions contained herein. Each party, in its sole discretion, shall have the right to determine, for any reason whatsoever, not to renew, continue or extend this Agreement. Neither party, by reason of termination or non-renewal of this Agreement, shall be liable to the other for compensation, reimbursement or damages because of the loss of anticipated sales or prospective profits or because of expenditures, investments, leases, improvements or other matters related to the EChemTest®, or the business or goodwill of the parties.
Upon termination or expiration of this Agreement for any or all the EChemTest®, ECTN shall be relieved from any obligation, except the ones agreed on by ECTN's written document. ECTN shall have no obligation or liability to the MEMBER or its prospective applicants in connection with any such cancellations.
If issuance of notice to terminate this Agreement is given by either party, the MEMBER shall cease to actively solicit new applications and shall devote its efforts to outstanding unfinished cases. The MEMBER may continue to accept, in the name of ECTN, applications based on negotiations made prior to the date of the termination notice throughout a thirty day period, but no new applications shall be accepted by the MEMBER after notice to terminate has been duly given. All such unfinished cases shall be transferred to ECTN.

8) NON-ASSIGNMENT

The MEMBER may not assign, nor transfer, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of ECTN and any attempted assignment, transfer or delegation without such consent shall be denied null and void and of no effect. ECTN may assign this Agreement to any affiliated entity or any entity acquiring ECTN's business as it relates to the EChemTest®.

9) PROGRAMME LICENSE

Any software, firmware or other computer programmes or databases ("Programmes") provided with the EChemTest awarded hereunder, including any modifications and updates, are provided to the MEMBER under a license for use only on the EChemTest business and may not be copied or otherwise reproduced, in whole or in part. The MEMBER may transfer the license of such Programmes to a third party to whom the MEMBER transfers the label provided that such third party agrees in writing:

- a) To limit the use of the Programmes to the award issued by the MEMBER, and
- b) Not to copy or reproduce the Programmes, in whole or in parts.

The MEMBER may adopt additional Programmes to run EChemTest provided that they do not imply a transfer of IP of

ECTN Programmes and data.

10) TRADEMARKS AND TRADENAMES

a) The MEMBER acknowledges the validity of the trademarks and trade names, which designate and identify the EChemTest and further acknowledges that ECTN is the exclusive owner of such marks and names.

b) The MEMBER agrees that it may only use those EchemTest® it is authorised to use and then only to further the promotion and award of the EChemTest® such trademarks identify.

The MEMBER may only use such trademarks in their standard form and style as they appear upon the EChemTest® or as instructed in writing by ECTN. No other letter(s), word(s), design(s), symbol(s), or other matter of any kind shall be superimposed upon, associated with or shown in such proximity to the trademarks as to tend to alter or dilute them. The MEMBER further agrees not to combine or associate any of such trademarks with any other trademark or trade name(s). The generic or common name of the EChemTest® must be always followed by the trademark symbol "®". The EChemTests are always printed in Copperplate Gothic Bold font as:
EChemTest®

c) In all advertisements, awards, and promotional literature or other printed matter in which any of such trademarks appear, the MEMBER must identify itself by its full name and address and state its relationship to ECTN. Every such trademark used or displayed by the MEMBER must be identified as a trademark owned by ECTN in the manner prescribed by ECTN.

d) On its letterhead, business cards, invoices, statements, etc., the MEMBER may identify itself as the MEMBER of ECTN during the term of this Agreement.

e) The MEMBER agrees that it will never use any trademark or trade name of ECTN or any simulation of such marks or names as a part of the MEMBER's corporate or other trading name or designation of any kind.

f) Upon expiration or in the event of any termination of this Agreement, the MEMBER shall promptly discontinue every use of such trademarks, trade names, and any language stating or suggesting that the MEMBER is an MEMBER of ECTN or any work or term resembling such names or marks which would be likely to cause confusion or deception.

11) INDEPENDENT CONTRACTOR

The relationship of the parties hereto established by the Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to:

a) Give any party the power to direct and control the day-to-day activities of the other, or;

b) Constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. The MEMBER, its experts, agents and employees are not the representatives of ECTN for any purpose except as expressly set forth in the Agreement, and they have no power of authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of ECTN for any purpose whatsoever. All financial obligations associated with the MEMBER's business are the sole responsibility of the MEMBER. All awards and other agreements between the MEMBER and its customers are the MEMBER's obligations.

The MEMBER shall be solely responsible for, and shall indemnify and hold ECTN free and harmless from, any and all claims, damages, or lawsuits arising out of the acts of the MEMBER, their employees, servants, agents, or any of them.

12) EXPENSES

All expenses incurred by the MEMBER in carrying out this Agreement will be borne by the MEMBER unless expressly provided herein or in other written agreement.

13) NOTICES

All notices, demands and communications given or made here under or pursuant to, unless otherwise provided here in, shall be in writing and shall be mailed by registered or certified mail with postage prepaid, addressed in each case as follows, and shall be deemed to have been given or made when so mailed:

If to the ECTN: European Chemistry Thematic Network Association (ECTN) e/o CPE Lyon Relations Internationales 43, boulevard du 11 Novembre 1918

P.O. Box 2077 F-69616 Villeurbanne cedex FRANCE

If to the MEMBER: Department of Chemistry, Biology and Biotechnology of the University of Perugia, Via Elce di sotto 8, 06123 Perugia, Italy

14) FORCE MAJEURE

Neither party shall have any liability to the other (except for the payment of monies hereunder) for delays, failure to award/deliver or cancellation due to strikes; fires; acts of God; wars; accidents; compliance with governmental requests, laws, regulations, or orders; or any other event, beyond the reasonable control of the party affected.

The party so affected shall promptly notify the other party of the event and provide its

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estimate of the expected period of delay.

15) GOVERNING LAW. ENTIRE AGREEMENT

The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the EU. The parties hereto consent to the jurisdiction of the courts in Brussels for all purposes in connection with any litigation between the parties hereto. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their Agreement. Any and all oral representations of the parties have been included herein. This Agreement cancels and supersedes all existing contracts and arrangements by and between ECTN and the MEMBER for the delivery of EChemTest®.

Except as specifically provided in this Agreement, no conditions, usage of trade, course of dealing or performance, understanding or Agreement purporting to modify, vary explain or supplement the terms and conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms and conditions at variance with or in addition to these set forth herein. No waiver by either ECTN or the MEMBER with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. If any term or condition of this Agreement or the application thereof is judicially or otherwise determined to be invalid or unenforceable, the remainder of this Agreement and the application thereof shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this day and year first written above by their respective authorised officials. The parties acknowledge that they read and understood the Agreement and signed it willingly and in good will.

Department ..xx.. of the University of ..xy..

address

ECTN

39 rue des Deux Eglises,

1000 Brussels, Belgium

APPENDIX 2 – ECTN VEC SC BUSINESS PLAN

The approximate nominal value of the present EchemTest® assets can be estimated to be worth about 1.8 Meur (about 18000 questions of an average value of 100 euro each (the approximate average cost of one hour of a full professor in EU)) that corresponds to the money (funds + voluntary time of its members) invested by ECTN to develop the libraries in the course of the various projects. With the same level of accuracy the estimated yearly cost of holding the licence, managing the central server, maintaining the English master libraries, coordinating centrally the network in order to keep EchemTest updated and running (see the table below) is for ECTN (through the VEC SC) 26 keur.

ECTN (including externalizations)	2016	2017	2018	TOT	In keur
E-test SW fee (present QM) Alternative: EOL or centralized QM server	5.0	5.0	5.0	25.0	Change to new QM version?
Central EU server and connections	1.5	1.5	1.5	4.5	externalized
Maintenance (10m/Questx90 questions) and extensions (1h/Questx50 questions)	6.5	6.5	6.5	19.5	1h=100 euro (by experts)
Coordination (advertisement, 2 meetings, creation of sessions, statistics)	13.0	13.0	13.0	39.0	Reduced libraries and VEC members
TOTAL	26.0	26.0	26.0	78.0	

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For the NTCs the estimated yearly cost of managing the national server, translating and maintaining translated libraries, coordinating national activities (including 5 SESs) is 10.5 keur each.

NTC (each + 5 SES)	2016	2017	2018	TOT	In keur
SES laboratories and assistance	1.0	1.0	1.0	3.0	1h=20 euro
Central national server and connections	1.5	1.5	1.5	4.5	
Maintenance (10m/Questx90 questions) and translation (0.5h/Questx50 questions)	4.0	4.0	4.0	12.0	1h=100 euro
National Coordination (advertisement, 1 meeting, creation of sessions, statistics)	4.0	4.0	4.0	12.0	Within the country Meeting with ATS
TOTAL	10.5	10.5	10.5	31.5	

For the ATSs the estimated yearly cost of managing the local computer room and running local activities (including 5 SESs) is 2.7 keur each

ATS (each + 5 SES)	2016	2017	2018	TOT	In keur
SES	1.0	1.0	1.0	3.0	1h=20 euro
Computer room and connections	1.5	1.5	1.5	4.5	
<u>Advertisement</u>	0.2	0.2	0.2	0.6	
TOTAL	2.7	2.7	2.7	8.1	

The overall cost of running Echemtest with the present number of NTCs and ATS is, accordingly, estimated to be about 171.5 keur a year (about 1/10 of the Echemtest® nominal value).

This means that, for example, at the price of 120 euro (the price set by the AC for individual SESs) 1500 paid individual applications are needed in order to reach the break-even point. Although, the above mentioned costs are presently covered by the managing Institutions (ECTN and Universities) either through projects, institutional budgets or in kind contributions, such situation is going to worsen starting from next September when the EC2E2N2 project is going to expire and no other thematic network funding will be available from EU. At the same time, the pioneering generation of members of partner Institutions, which started the project and are still largely supporting it with their activities, will increasingly retire. This means that EchemTest will shortly become unsustainable if paid services are not activated (as repeatedly emphasized by the ECTN AC in the past). Actually, in recent times, activities devoted to advertising, improving and maintaining EchemTest and related software have already been significantly reduced. For the same reason, it has been impossible to implement the new release of Perception (Question Mark). A clear consequence of this is the gradual obsolescence of the Libraries and the lowering of the professionalism of the EchemTest services.

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Because of this, the AC has already decided that the individual SES's standard fee is 120 euro (including the repetition of the SES if failed in the first time instance) and is partitioned in three even parts among the ECTN and the involved NTC (acting as National agency) and ATS. This will allow to integrate and gradually replace the existing support system. Moreover, as stated in the position paper, in the present regime "ECTN member institutions regular in paying the membership fee and wishing to act as ATS are entitled to run up to 150 free individual EChemTest SESs per year for their students in a single session. SES outcomes can be used also for academic purposes (eg admission to University, acquisition of ECTS credits)." Moreover, the HE Institutions in the year of application to ECTN membership can also use EChemTest®. While the one-year access is free for applicants, the cost of any service provided by the corresponding NTC has to be negotiated with it. The fee for two days training at the NTC is 200 EUR per person. Full fees apply to all the other applicants (private and students of non ATS institutions). The release of an individual certificate for non academic use has a cost of 40 euro. The cost of the activation of a standard EChemTest® SES is 50 euro."