



MEMBERSHIP AGREEMENT

_____ (hereinafter called "Member") agrees to subscribe to the ETUDES and participate as a member of the community as follows:

1. Member agrees to pay an annual Membership fee to subscribe to Etudes and benefit from the open source software and course management system services. Such annual payment will be made upon execution of this Agreement. Checks will be made payable to "**Etudes Inc.**" and sent to the Administrator designated below.
2. Member agrees to join Etudes for a minimum of 1 year starting July 1, 2009.
3. Member agrees to participate in the community as described in Sections 4 and 5 of Appendix A.
4. Member will advise the Administrator in writing of the individual assigned as the designated representative to Etudes.
5. Member may consult with Etudes and receive onsite training in the tools, term site administration and roster importation, and attend meetings related to Etudes as described in Sections 4 and 5 of Appendix A.
6. Member agrees to bear all costs of Members associated with its participation in Etudes as described in Section 5 of Appendix A.
7. Member will receive access to Etudes resources, site/account management services, and user support services as described in Section 3 of Appendix A.
8. Member understands that funds provided for Etudes will be added to funds from other Members to support development, upgrades, servicing of software, providing hosting, and supporting clients, and therefore no individual financial reports will be given to the Member concerning the disposition of the funds provided by them.
9. This agreement may be renewed with written request, any time prior to the completion of the 1 year period.
10. This agreement may be terminated by Etudes or Member at any time upon thirty (30) days written notice. Financial obligations to Etudes will be settled on a pro-rated basis with any excess prepayment returned to Member. Services purchased will be terminated immediately, upon discontinuation of agreement.
11. The Designated Administrator is: **Vivie Sinou**, Executive Director, Etudes, Inc. 440 North Wolfe Road, Sunnyvale, CA 94085.

The following contacts are requested for administrative and support purposes only.



MEMBERSHIP AGREEMENT

NOTE: For Etudes press releases, only the legal name of your organization and the information you provide under press contacts will be provided; and provided further, all press releases concerning and/or mentioning Member or Etudes shall be subject to the review and approval by the primary contacts of both parties.

PRIMARY MEMBER CONTACT FOR Etudes:

Name:
Title:
Phone:
Fax:
Email:

FACULTY SUPPORT CONTACT OF MEMBER:

Name:
Title:
Phone:
Email:

IT CONTACT OF MEMBER:

Name:
Title:
Phone:
Email:

BILLING CONTACT OF MEMBER:

Name:
Title:
Phone:
Email:

PRESS CONTACT OF MEMBER:

Name:
Title:
Phone:
Email:



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APPROVED AND ACCEPTED BY

(PRINT NAME - Primary Contact, Member)

(Signature - Primary Contact, Member)

(Date)

(PRINT NAME - Executive Director, Etudes)

(Signature – Executive Director, Etudes)

(Date)



MEMBERSHIP AGREEMENT

Appendix A

Section 1: Background

Membership to Etudes is open to community colleges and other higher education institutions and nonprofit and commercial partners with programs and missions consistent with the purpose of Etudes as set forth in Section 2 and Section 3.

Section 2: Objectives

Objectives of Etudes are to:

- ▶ Develop a community that uses Etudes to support teaching and learning.
- ▶ Shape the vision for leveraging the economics and innovation of common academic software, including shared services and related resources.
- ▶ Provide an enterprise system to members to support teaching, learning, collaboration and research, and expand educational opportunities.
- ▶ Provide user support services and training to the member community.
- ▶ Develop a leveraged support infrastructure for cross-institutional assistance.
- ▶ Coordinate activities with other organizations, standards, and efforts, such as IMS and publishers that add value to the software and the community.
- ▶ Facilitate the sharing of user resources and support as well as content, training, and innovation in e-learning amongst member institutions.

Section 3: The Commitment:

Etudes will make available the following services to members who need them. These hosting, training, system administration, site/account management, and user support will be provided at additional cost to the annual membership fees.

Member services include the following:

- ▶ Provide reliable web hosting and related services to Etudes members.
- ▶ Develop and maintain quality training modules and deliver them regularly to the community. Share modules freely with trainers and support staff.
- ▶ Provide access to technical support staff through the User Group forums. Users and support staff must be trained to gain access to the Users Group.
- ▶ Provide system administration of servers and database and ensure stability and optimal performance of Etudes application for teaching and learning.
- ▶ Process account/course sites management in a timely manner, and coordinate routine term roster importation and related tasks with members.
- ▶ Provide hosting and system administration support for project sites (optional service) for members who wish to purchase such sites for collaboration.
- ▶ Provide student help to clients who need to purchase such support services.
- ▶ Visit members and provide guidance, training, and support as needed.
- ▶ Provide training opportunities for Members who adopt Etudes.
- ▶ Provide members with timely information on Etudes activities.
- ▶ Explore further opportunities to add value for membership to the community.



MEMBERSHIP AGREEMENT

Section 4: Meetings

Etudes staff will offer onsite and online training, as needed, for faculty, trainers, and support staff on tools, and will share best practices, showcase model online courses, and distribute valuable teaching and learning resources. An Etudes Summit will be held annually to bring the membership together, share best practices and good uses of Etudes, review accomplishments, and share challenges and future directions.

Section 5: Member Commitment

Members will be expected to:

- ▶ Designate a "point of contact" to communicate with Etudes Administration.
- ▶ Act as advocates for Etudes within their respective organizations.
- ▶ Participate in Etudes meetings and activities, covering travel expenses.
- ▶ Participate in Etudes, by providing feedback for development, QA, and user support, including teaching and learning resources for users.
- ▶ Provide timely information, requests, and documents for routine site installations and rosters.
- ▶ Provide timely feedback and necessary information to Etudes Administrator on Etudes-related activities to delivery required services.
- ▶ Provide additional local support for one's own users, particularly students.
- ▶ Verify that instructors complete the required training prior to requesting sites.
- ▶ Ensure that the content published in the system abides by copyright law.
- ▶ Ensure that the content published in the system by the partner organization's instructors or designers meets ADA-Section 508 guidelines and requirements.
- ▶ Establish and enforce policies and procedures for ensuring appropriate code of conduct by users in the system that respects privacy and individual rights.

Section 6: Membership Points

- ▶ Etudes will provide a minimum of two (2) development sites for online course development and demo uses by Member, free of charge.
- ▶ Etudes will include Member on etudes.org website, publishing information provided by member consistent with the language of the agreement, promoting the available online courses on Etudes.
- ▶ Etudes promotes Member as Key Partner.
- ▶ Etudes provides member speaking opportunities at conferences.
- ▶ Etudes permits member to use Etudes logo in advertisements/promotions.