



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

*MERLOT--The Multimedia Educational Repository for  
Learning and Online Teaching*

**AND**

*UCAD—University Cheikh Anta Diop  
(Dakar, Senegal – West Africa)*

## **I. Parties**

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### **MERLOT—The Multimedia Educational Resource for Learning and Online Teaching**

MERLOT—The Multimedia Educational Resource for Learning and Online Teaching is an international cooperative formed for the purpose of aggregating and making freely accessible high quality online resources to improve learning and teaching within higher education. The cooperative connects systems, consortiums, and institutions of higher education, professional organizations of academic disciplines, local businesses, and individual members to form a community of people who strive to enrich the teaching and learning experience.

As a metadata repository, MERLOT:

- Links to thousands of learning materials.
- Publishes sample assignments that demonstrate applications in online and/or classroom learning.
- Provides mechanisms for evaluation of the learning materials by individual users and qualified panels of faculty.
- Links to people with common interests in discipline(s) and in teaching and learning.

As a cooperative endeavor, MERLOT:

- Trains faculty and faculty development personnel on using MERLOT.
- Trains faculty and faculty development personnel on evaluating quality of online resources.
- Provides leadership in planning the strategic activities for MERLOT and its partners.
- Provides community outreach and education on MERLOT.
- Programmatically evaluates the usage, performance, and outcomes of MERLOT and its services.

#### **Organization: UCAD – University Cheikh Anta Diop**

Cheikh Anta Diop University (French: Université Cheikh Anta Diop or UCAD) also known as the University of Dakar (hereinafter referred to as UCAD) is a major university in Dakar, capital of the West African country, Senegal. It is named after the internationally renowned Senegalese historian and anthropologist Cheikh Anta Diop. UCAD comprises a large representation of various ethnicities including students from Senegal, other West African Countries, France, Belgian, the UK and the USA. The student body numbers more than 40,000, divided into several faculties including Law, Medicine, Humanities, Sciences, Engineering, Medicine, Biology, Finance, Accounting and Literature

#### **Organization: BNet ER&D - Bambugare Network Educational Research & Development**

BNet ER&D is a non-profit organization with primary mission to promote educational research and the implementation of Information and Communication Technology (ICT) as a mean to innovate the way education and training is carried out in Sub-Saharan Africa (SSA). The MERLOT African Network (MAN) is a BNet ER&D project, in collaboration with MERLOT, to promote and facilitate the adoption and diffusion of internationally interoperable Global Digital Learning Repositories (GDLR) in Sub-Saharan Africa (SSA). BNet ER&D will (1) coordinate the formation of MAN and the signing of MOU between MERLOT and the MAN institutions, (2) conduct readiness and needs assessment survey studies in collaboration with MAN institutions in SSA , (3) develop a comprehensive research and

development strategic plan for implementing GDLR with MAN institutions and (4) lead proposal development initiatives to support the goals of MAN.

## **II. Terms of Agreement**

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MERLOT and ORGANIZATION recognize the significant set of shared values, mission, goals, and constituencies of their organizations. Cooperatively developing plans and implementing programs would be mutually beneficial to both parties and their constituencies. This MOU articulates the commitments that MERLOT and ORGANIZATION will make to work cooperatively.

MERLOT and UCAD agree on the following principles.

### **Our Shared Mission:**

- To improve the efficacy of teaching and learning by expanding the quantity and increasing the quality of online learning materials and services that can be easily incorporated into educational programs.

### **Our Shared Values:**

- The diverse members of the educational community must guide the development of online resources and services that will enable the success of education.
- Collaboration is required for successfully transforming learning, education, and training.
- Technology, appropriately developed and applied, can provide innovative means for the education community to improve teaching and learning.

### **Our Shared Constituencies:**

- Our constituencies encompass teaching faculty, students, and technology staff who support the teaching and learning process in higher education. It also encompasses teachers and educational technologist from the secondary and elementary school sectors.

This MOU will commence on the date of its signing and conclude on the second anniversary of the signing. After this period the parties will review the MOU and may choose to extend it for a period of another two years, provided that all parties are agreed that the arrangement should continue.

It is anticipated that every two years, MERLOT and UCAD will review and revise the specific collaborative activities and commitments for the subsequent two years.

This agreement may be terminated at any time by either party, without cause, upon thirty days written notice to the other party.

### **III. Nature of the Agreement**

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This MOU is not a contract, as the parties do not intend to create a legally binding agreement.

### **IV. Goals of the Memorandum of Understanding**

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MERLOT and UCAD will work together to achieve the following complementary goals:

- Enable MERLOT and UCAD to effectively and efficiently serve their constituents by providing joint community activities and promoting the sharing of tools and resources.
- Enable their constituency and related communities to take advantage of high quality online resources and services through the collaborative initiatives of MERLOT and UCAD.
- Increase visibility of MERLOT and UCAD with each other's constituencies.
- Provide opportunities for collaboration among our constituencies.
- Provide increased value to our constituencies.
- Provide support to the BNet ER&D in its effort to create and sustain a MERLOT African Network (MAN). Bambugare is a non-profit Educational Research & Development Network.
- Provide avenues for a bilateral collaboration between MAN institutions and MERLOT

### **V. Responsibilities**

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Both parties agree to:

- Meet in-person at least once every two years for the purpose of sharing ideas, projects, products and information and establishing the progress in achieving the MOU outcomes.
- Maintain regular electronic communication (email, virtual conference, etc.) and meet as necessary in-person between formal meetings.
- Use BNet ER&D as contact organization for the MOU and notify each other of any change to the nominated contact.
- Provide access to the managerial personnel, technical expertise, tools, and information to enable the successful implementation of the collaborative initiative between MERLOT and UCAD.
- Develop a plan for collaborative initiatives within 6 months of signing the MOU (see Appendix A for draft). The plan should define short-term milestones (approximately 12 months) and longer-term milestones for delivering collaborative products and services.
- Provide links from appropriate places on their website to the other parties' website.
- Provide acknowledgement of the origin of the resources in displaying results of our collaboration. Each organization will provide appropriate logos for this purpose.
- Work in the framework of MAN to secure regional and international funding to support initiatives relative to the goals of this MOU.
- Issue a press release announcing the alliance and post the press release on our respective websites including the BNet ER&D web site.

- Evaluate the value and productivity of the alliance two year from signing the MOU.

MERLOT will:

- Promote UCAD through its online services and in publications and presentations where appropriate.
- Invite ORGANIZATION to participate in the MERLOT International Conference.
- Provide one (1) complementary registration to UCAD for the MERLOT International Conference.
- Attend conferences organized or affiliated by UCAD.

UCAD will:

- Promote MERLOT through its online services and in publications and presentations where appropriate.
- Invite MERLOT to participate in the UCAD-organized or -affiliated conferences.
- Provide one (1) complementary registration to MERLOT for the UCAD-organized or -affiliated conferences
- Attend the MERLOT International Conference.

BNet ER&D will:

- Promote MERLOT and UCAD through its web site
- Promote MERLOT and MAN institutions within the Pan African E-Learning Africa Conference
- Coordinate the formation of MAN and the signing of MOU between MERLOT and multiple MAN institutions.
- Provide leadership in developing a comprehensive collaborative research and development strategic plan between MERLOT constituencies and MAN
- Provide leadership in securing funding to sustain the goals of the MOU

## **VI. Confidentiality**

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- a) The parties acknowledge and agree that certain information which is stated to be, or by its nature intended to be, confidential may be provided to either party under this MOU. The parties further acknowledge and agree that neither party acquires any right, title or interest in or to the confidential information that may be so provided to it and that it is only entitled to use it for the purposes permitted by this MOU.
- b) Each Party must keep the confidential information of the other party confidential and must use such confidential information solely for the purposes of performing its obligations under this MOU.
- c) Subject to clause (b), a party must not disclose the other party's confidential information without the prior written consent of the other party.
- d) The obligation of confidence imposed on the parties under the provisions of this clause will continue during the life of the MOU recorded in this MOU and after its termination or expiration until the parties agree that the information is in the public domain or a period of two years after termination, whichever comes first.

## **VII. Intellectual Property**

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- a) Where either party has any intellectual property rights in any material that is subsequently used by the parties in connection with this MOU, then those intellectual property rights remain vested in that party.
- b) Any intellectual property rights that do not exist at the date of this MOU and which are created by UCAD, or by UCAD employees or by UCAD's contractors (and assigned to UCAD) during the term of this MOU in connection with the MOU shall remain vested in UCAD provided that UCAD will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU.
- c) Any intellectual property rights which do not exist at the date of this MOU and which are created by MERLOT, or by MERLOT's employees or by MERLOT's contractors (and assigned to MERLOT) during the term of this MOU in connection with the MOU shall remain vested in MERLOT provided that MERLOT will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU.
- d) Unless the parties otherwise agree, no intellectual property rights will be jointly owned by them and the parties must establish a system to identify those things in which intellectual property rights exist and the owner of the intellectual property right in accordance with this clause.
- e) Each party agrees to do such further things as may reasonably be required of it to give effect to the intentions of the parties regarding ownership of intellectual property rights as expressed in this clause (including, without limitation, by executing such assignments and licenses of intellectual property rights as may reasonably be required).

## **VIII. Warranties, Liabilities and Indemnities**

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Neither party will be liable to the other under or relating to this MOU for any direct or indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain, opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not that party was aware or should have been aware of the possibility of such loss or damage

## **IX. Rights of Parties**

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The parties accept that this agreement will not limit the freedom of members of the parties from engaging in activities and research within the same field that is covered by this agreement.

**X. Contacts**

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The MERLOT contact for the MOU is:

Dr. Gerard L. Hanley  
Executive Director  
MERLOT  
CSU Office of the Chancellor  
401 Golden Shore  
Long Beach, CA 90802  
TEL: 562-951-4259  
FAX: 562-951-4925  
Email: [ghanley@merlot.org](mailto:ghanley@merlot.org)

The UCAD US contact for this MOU is:

Dr. Moustapha Diack  
MAN Project Director  
Doctoral Program in Science/mathematics  
Education (SMED)  
108 Lee Hall  
Southern University  
Baton Rouge, LA 70813  
TEL: 225-771-2028  
FAX: 225-771-3992  
Email: [mdiack@aol.com](mailto:mdiack@aol.com)

**XI. Approval**

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**MERLOT**

**ORGANIZATION**

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Gerard L. Hanley, Ph.D.  
Executive Director

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Abdou Salam Sall, Ph.D.  
Title: Rector of the UCAD

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Date

\_\_\_\_\_  
Date

Country Facilitator for this MOU

**Appendix A  
Preliminary Work plan for MERLOT – UCAD -MAN**

<b>ACTIVITIES -examples</b>	<b>Due Date</b>	<b>Lead Staff</b>
Revise and sign MOU between MERLOT and UCAD	February 2007	Facilitated by BNet ER&D and involving UCAD and MERLOT
<b>First Site Visit &amp; Workshop</b> <ul style="list-style-type: none"> <li>• introducing MERLOT to UCAD Administration and faculty</li> <li>• Faculty Workshop on How To Join and Use MERLOT</li> <li>• Nomination of UCAD/MERLOT faculty leaders</li> <li>• Discussion and planning for second site visit</li> </ul>	April 2007	Workshop facilitated and conducted by BNet ER&D With technical support from MERLOT
<b>Second Site Visit &amp; Development of Strategic Plan Document</b> <ul style="list-style-type: none"> <li>• Expected outcomes</li> <li>• Short and Long Term Goals</li> <li>• Terms of the collaboration venture</li> <li>• Networking US institutions with UCAD</li> <li>• Need Assessment</li> <li>• Funding for UCAD/UCAD/MAN.</li> </ul>	Summer 2007	UCAD and BNet ER&D
Issue joint press release announcing MERLOT/UCAD alliance		UCAD – in Senegal MERLOT – in USA
Finalize draft work plan for year 1 of the MOU	Summer 2007	BNet ER&D
Invitational activity at MERLOT International Conference.	August 2007	Representative of UCAD at the MERLOT International Conference – New Orleans, Louisiana
Reciprocal activity at UCAD’s special event		On UCAD request where applicable
Develop and/or assist promotional plan regarding our objectives	2007/2009	MERLOT, UCAD, BNet ER&D
Initiate funding for supporting MOU goals	Summer 2007	BNet ER&D, UCAD with MERLOT support
<b>First Year Evaluation</b>		