

Memorandum of Understanding

University of Kentucky, College of Education, P20 Innovation Lab
&

(DISTRICT / ORGANIZATIONAL NAME)

This memorandum of understanding (MOU) summarizes the agreements between the University of Kentucky and its subsidiary the P20 Innovation Lab (P20 Lab) and _____ **DISTRICT / ORGANIZATIONAL NAME** to cooperatively provide an iTunesU platform that encourages classroom innovations across the Commonwealth. The parties agree that by working together we can better serve students and teachers in the Commonwealth and that we all mutually benefit from the partnership. The following understandings will guide this effort, until modified or amended.

Agreement as to the Ongoing Provision of the Kentucky iTunesU Platform

1. Purpose and Goals

The goal of the iTunesU collaborative platform is to partner with Apple, Inc. to provide a space for uploading and sharing educationally relevant content for learning across the state. This content is public in nature, such that anyone in Kentucky or anyone with access to the iTunes Store may download and view the content. The majority of this content will be directly relevant to student learning and will be used by educators in planning their instructional content.

We agree that no single educational entity in Kentucky can produce the amount of content needed to supplement instruction in local schools and that by partnering on a shared platform open to all educators, we can collectively work to enhance the educational experience for Kentucky's students. The three founding partners, the University of Kentucky, Kentucky Educational Television, and the Kentucky Department of Education, initially developed the Kentucky iTunesU infrastructure to provide such a shared platform. The purpose of this agreement is to continue to expand the resources available on the Kentucky iTunesU platform. Therefore, by signing this agreement, _____ **DISTRICT / ORGANIZATIONAL NAME** joins this partnership as a content provider. We agree that by working cooperatively we can better manage the content vetting and distribution effort necessary to ensure quality, copyright violation free content.

The iTunesU platform will be solely for delivery of educational content. The platform may not be used to generate profits for private interests.

2. Term

The term of this agreement shall be for one provisional year, capable of a two year recurring renewal. The University of Kentucky may terminate this agreement and access rights to the iTunesU platform if _____ **DISTRICT / ORGANIZATIONAL NAME** violates any provision of this agreement.

3. Content Provider Role

_____ **DISTRICT / ORGANATIONAL NAME** agrees to following roles and responsibilities: Content production; content vetting; provider and account management; promotions and public relations efforts.

_____ **DISTRICT / ORGANATIONAL NAME** shall be solely responsible for assuming that all content it provides is original and that all copyright permissions have been obtained. _____ **DISTRICT / ORGANATIONAL NAME** acknowledges that the liability for any copyright infringements or inappropriate content shall reside with the individual content producer. Potential liability may include, but is not limited to, claims by Apple, Inc. under the iTunes U Content/Services Agreement.

4. University of Kentucky Role

The University of Kentucky will provide _____ **DISTRICT / ORGANATIONAL NAME** with access to upload content to the Kentucky iTunesU platform. The University also agrees to respond to reasonable requests regarding the content or platform. This includes any requests for usage statistics on the content provided by _____ **DISTRICT / ORGANATIONAL NAME**.

5. Agreement

(signature) UK College of Education

(signature) **DISTRICT / ORGANATIONAL NAME**

6. District Account Information

_____ **DISTRICT / ORGANATIONAL NAME**

District iTunes Resources Account (Apple ID) This account will be used to upload content. This should not be a person's account. It should be a district/organizational resource account.

*This document, once completed in full, should be emailed to iTunesU@education.ky.gov