

Addendum to the FLIP+ Partnership Agreement (IIL Project)

Preamble

This Addendum is entered into between the FLIP+ Consortium (represented by DEPP as Lead Partner) and the undersigned institution (hereinafter "the Beta Participant"), in the context of time-limited beta access to the FLIP+ Library granted under the FLIP+ Beta Test Agreement.

This Addendum does not constitute membership of the Consortium, nor does it create any of the rights, obligations, or financial commitments set out in the Partnership Agreement dated 12th January 2023 between the five Consortium Funding Partners.

Article 1 — Scope and limitations

The Beta Participant acknowledges and accepts the intellectual property principles set out in Article 9 of the Partnership Agreement (Copyright, patents and property rights), solely as they apply to content accessed and/or contributed to the FLIP+ Library during the beta period.

For the avoidance of doubt, the Beta Participant is **not** subject to:

- any financial contribution obligations (including those set out in Article 5 of the Partnership Agreement);
- participation in the Governance Committee or Project Steering Committee (Article 2);
- procurement responsibilities or procurement-related obligations (Articles 3 and 4);
- any liability provisions beyond those directly arising from use of the FLIP+ Library during the beta period.

Article 2 — Intellectual property obligations

During the beta period, the Beta Participant undertakes to:

1. Respect the intellectual property rights of all items available in the FLIP+ Library. Items remain the exclusive property of the originating institution.
2. Not modify, distort, reproduce, or redistribute items outside of legitimate professional use without the prior written consent of the originating institution.
3. Ensure that any items uploaded to the FLIP+ Library during the beta period are free of third-party copyright restrictions, or that all necessary rights have been obtained prior to upload.
4. Acknowledge that items contributed to the Library remain permanently accessible to Consortium members, even after the beta period ends or access is terminated, consistent with Article 3 of the Beta Test Agreement.

Article 3 — Confidentiality

The Beta Participant shall treat as confidential any non-public information accessed through the FLIP+ Library platform, including items, statistics, and psychometric data. This obligation survives the termination of beta access.

Article 4 — Duration

This Addendum is valid for the duration of the beta access period as defined in the Beta Test Agreement, ending no later than 31 December 2026, or upon earlier termination of access.

Article 5 — Applicable law

This Addendum shall be governed by French law. Any disputes shall be referred to the courts of Paris.

Signed on behalf of [Institution name]:

Name: _____

Title: _____

Date: _____

Signed on behalf of the FLIP+ Consortium (DEPP):

Name: _____

Title: _____

Date: _____