

FLIP+ Library Beta Test Agreement

Recitals

Whereas the FLIP+ Library is developed and maintained under the Partnership (consortium) agreement concerning the FLIP+ Library (formerly the International Item Library — IIL) of 12 January 2023, together with its Addenda in force (together, the "Partnership Agreement");

Whereas Article 2.3 of Addendum 1 provides that the range of persons who may contribute content to the Library may be extended by agreement between the Funding Partners, and that third parties may provide content where they consent to the Library's content-providing rules;

Whereas the Consortium Funding Partners, at their meeting of 26–27 August 2026, resolved to extend the Beta Period to 31 December 2028 and approved the opening of beta access on the terms set out below;

The parties agree as follows.

1. Purpose

The FLIP+ Library (www.itemlibrary.org) is an international repository of high-quality assessment items, developed and shared by the institutions party to the Partnership Agreement (the "Consortium Funding Partners", together the "Consortium").

This Agreement sets out the principles and rules governing beta participation in the FLIP+ Library by FLIP+ member institutions that are not Consortium Funding Partners.

This Agreement is accompanied by:

- **Annex A — Institution-specific arrangements**, which records the arrangements agreed with the Beta Participant;
- **Annex B — Beta Participant Copyright Undertaking**, which governs intellectual property and confidentiality;
- the **FLIP+ Library User Guidelines**, which set out the operational rules applicable to individual users and which the Beta Participant shall bring to the attention of each of its users.

Annexes A and B form an integral part of this Agreement.

2. General Principle

Selected FLIP+ member institutions may be granted temporary access to the beta version of the FLIP+ Library under the conditions defined herein.

This exception is strictly limited in time and scope. Beta access does not constitute membership of the Consortium and does not create any financial, governance, or procurement obligation under the Partnership Agreement.

Beta access is granted free of charge, consistent with Article 4.2 of Addendum 1 to the Partnership Agreement.

3. Definitions and Purpose

Beta Period means the period from 1 January 2026 to 31 December 2028, during which the FLIP+ Library operates as a beta version.

Institutional Access Period means the period from the date of entry into force of this Agreement until 31 December 2028, or until earlier termination in accordance with Section 12.

Item means an assessment item or test, together with its associated statistical, psychometric, metadata and documentation files, held in the FLIP+ Library.

The beta-testing phase aims to:

- collect structured feedback from a broader group of high-profile users;
- improve existing items and platform functionalities;
- enrich the FLIP+ Library through additional contributions;
- strengthen knowledge sharing within the FLIP+ network.

The Consortium does not guarantee uninterrupted service, absence of bugs, or final feature stability during the Beta Period.

4. Duration and Scope of Access

- 4.1. Access is granted for the Institutional Access Period, **ending 31 December 2028**.
- 4.2. No automatic renewal applies. Beta access does not automatically convert into membership of the Consortium or into any paid form of access.
- 4.3. The Consortium may extend the Beta Period by written notice to the Beta Participant. Any such extension shall not otherwise alter the terms of this Agreement. Any reduction of the Beta Period shall require the agreement of both parties, save in the case of termination under Section 12.
- 4.4. In the exceptional event that the Partnership Agreement ceases to be in force before 31 December 2028, access may be suspended rather than terminated, pending a decision of the Consortium. The Consortium shall notify the Beta Participant without undue delay.

5. Eligibility

- 5.1. Beta access may be granted to FLIP+ member institutions on a decision of the Consortium, taken in accordance with its established governance and decision-making arrangements.
- 5.2. Consistent with Article 4.3 of Addendum 1 to the Partnership Agreement, access is available to public institutions, educational institutions, and non-profit organisations involved in educational assessment. Access is not available to organisations driven by commercial motives, save where the Consortium determines otherwise in exercise of its discretion under Article 4.4 of Addendum 1.
- 5.3. The Beta Participant confirms that it falls within the categories set out in paragraph 5.2, or that the Consortium has determined its eligibility under Article 4.4 of Addendum 1. Any such determination is recorded in Annex A.

6. Conditions of Participation

To benefit from beta access, the Beta Participant shall:

- Give the **Beta Participant Copyright Undertaking at Annex B**, by signature of the Execution Page, and comply with it.
- Read, comply with, and bring to the attention of each of its users the **FLIP+ Library User Guidelines**, and ensure that each of its users accepts the platform terms of use before being granted access.
- Agree that Items it uploads to the Library shall remain in the Library, as addressed in Section 8 and Section 11, and shall remain accessible to the Consortium and to its current and former Funding Partners in accordance with the Partnership Agreement and its Addenda, including where the Beta Participant no longer has access.
- Designate, and record in Annex A:
 - at least one institutional Admin;
 - at least one representative to participate in at least one Working Group.
- Contribute actively to the FLIP+ Library and the FLIP+ community. Active contribution includes participation in at least one Working Group, participation in user experience workshops and structured feedback activities, and the uploading of Items where the institution has the legal right and the practical capacity to do so, in compliance with Consortium-defined quality standards.

The Consortium recognises that institutions differ in their capacity to contribute Items. Institutions that do not develop their own assessment items, or that hold items they are not at liberty to share, are not excluded from beta access. In such cases, participation, feedback and expertise constitute valid contribution. The agreed form of active contribution is recorded in Annex A.

- Refrain from uploading any Item that it does not have the legal right to upload or to share. The Beta Participant is under no obligation to upload high-stakes examination material and shall not do so where it is not satisfied with the access arrangements applicable to such material.

Persistent failure to meet these conditions may result in withdrawal of beta access in accordance with Section 12.

7. Rights Granted During the Institutional Access Period

7.1. During the Institutional Access Period, the Beta Participant shall benefit from:

- access to Items available in the Library;
- access to associated statistics and psychometric data;
- the right to export and download Items, and to reproduce, display, translate and communicate them, strictly for non-commercial educational and research purposes, on the terms of Article 5.2 of Addendum 1 to the Partnership Agreement;
- the possibility to upload Items, either indefinitely or for a fixed period specified at the time of upload, in accordance with Article 2.6 of Addendum 1;
- participation in Working Group meetings;
- participation in user experience workshops and structured feedback activities.

7.2. These rights are temporary and do not create any vested or perpetual entitlement. They are subject to the restrictions set out in the Beta Participant Copyright Undertaking at Annex B.

8. Engagement, Review and Monitoring

8.1. **Annual engagement conversation.** The Consortium and the Beta Participant shall meet once a year to review the participation. The conversation is intended as a constructive exchange, and covers:

- the Beta Participant's use of the FLIP+ Library and the form its contribution has taken;
- any support, training or clarification the Beta Participant requires;
- the Items the Beta Participant has contributed, including whether any should be kept, updated, replaced or withdrawn.

8.2. Either party may raise the position of an Item. Considerations commonly relevant include a copyright or third-party rights question, a quality or accuracy concern, a security or confidentiality concern, or a legal or regulatory obligation. The Consortium may equally propose that an Item be withdrawn, updated or replaced where it no longer meets the quality standards of the FLIP+ Library.

8.3. Where engagement has been minimal, the Consortium may discuss adjustments with the Beta Participant before considering any change to access.

8.4. The outcome of the conversation, including any agreed change to the arrangements or to the Items contributed, is recorded in Annex A.

8.5. **Usage monitoring.** Consistent with Article 5.8 of Addendum 1 and Article 6 of Addendum 2 to the Partnership Agreement, the Consortium may monitor platform usage, including item access, download and upload activity, for the purposes of platform improvement, quality assurance, content moderation, and verification of compliance with this Agreement. Aggregated usage information may be shared within the Consortium.

9. Data Protection

- 9.1. The Lead Partner of the Consortium acts as data controller for the FLIP+ Library on behalf of the Consortium, in accordance with Article 7 of Addendum 2 to the Partnership Agreement.
- 9.2. The Beta Participant shall not upload any student-identifiable data. Statistical files shall contain only aggregated or anonymised data.
- 9.3. The Beta Participant shall ensure that the personal data of its users is provided and processed lawfully and shall direct any data protection request from its users to the Consortium without undue delay.

10. Indemnity

- 10.1. The Beta Participant is solely responsible for ensuring that it holds the appropriate rights to any Item it uploads to the FLIP+ Library.
- 10.2. The Beta Participant shall indemnify and hold harmless the Consortium and its Funding Partners against any claim, liability, damage or expense arising from any breach of copyright or ownership rights in respect of Items it has uploaded.
- 10.3. Where an Item is alleged to infringe third-party rights, the Consortium may promptly remove that Item pending resolution, in accordance with Article 3.3 of Addendum 1 to the Partnership Agreement.

11. Items Contributed to the FLIP+ Library

- 11.1. Items contributed by the Beta Participant are intended to remain available as a shared community resource, so that the Library retains its value for all participating institutions.
- 11.2. The Beta Participant retains all rights in the Items it contributes, consistent with Article 2.2 of Addendum 1 to the Partnership Agreement. Where either party considers that an Item should be withdrawn, it shall notify the other, and the matter shall be addressed together in the manner set out in Section 8.
- 11.3. Where the Beta Participant specified a fixed availability period at the time of upload under Article 2.6 of Addendum 1, the Item is withdrawn at the end of that period without further notification.
- 11.4. Withdrawal of an Item does not affect:
 - the right of any User who has made lawful use of the Item before its withdrawal to continue that use on the same non-commercial educational or research terms, consistent with Article 6.2 of Addendum 1;
 - statistical or usage records already generated, which may be retained in anonymised form;
 - any obligation under the Beta Participant Copyright Undertaking at Annex B, which continues to apply to all Items accessed during the Institutional Access Period.
- 11.5. This Section continues to apply after the end of the Institutional Access Period in respect of Items already contributed.

12. Termination

- 12.1. Access may be suspended or terminated:
 - automatically at the end of the Institutional Access Period;
 - in case of non-compliance with this Agreement;
 - in case of non-compliance with the User Guidelines or the Beta Participant Copyright Undertaking;
 - in the circumstances set out in paragraph 4.4.

12.2. Upon termination:

- user accounts shall be deactivated;
- the Beta Participant shall lose access to the platform;
- Items previously uploaded shall remain in the Library, as addressed in Section 11.

12.3. Sections 9, 10 and 11, Section 8 insofar as it relates to Items contributed, and the Beta Participant Copyright Undertaking at Annex B, survive termination of this Agreement.

13. Future Access Model

13.1. The Consortium shall define the access model applicable after the Beta Period, including:

- forms of financial contribution (membership, annual fee, pay-per-item, credit systems, and similar);
- types of organisations eligible for access;
- categories of access rights (full, restricted, temporary, contributor-based, and similar).

13.2. The Consortium shall communicate the future access model to the Beta Participant no later than six (6) months before the end of the Beta Period.

13.3. The Consortium may define one or more further categories of participation in addition to full Consortium membership. No such category is established by this Agreement.

13.4. Participation in the beta phase does not guarantee future access under the forthcoming model and does not automatically convert into any paid form of membership.

14. Applicable Law

This Agreement shall be governed by French law, in continuity with Article 14 of the Partnership Agreement. Any dispute which cannot be settled amicably shall be finally settled by the courts of Paris.

15. Entry into Force

This Agreement, together with Annexes A and B, enters into force on the date of the last signature on the Execution Page.

EXECUTION PAGE

Agreement reference: FLIP-BETA-2026-01 | *Version 3.0, September 2026*

By signing below, the Institution enters into the FLIP+ Library Beta Test Agreement and gives the Beta Participant Copyright Undertaking set out at Annex B, and confirms the arrangements recorded at Annex A.

For the Institution

Institution name: _____

Name: _____

Title: _____

Date: _____

Signature: _____

For the FLIP+ Consortium (DEPP, as Lead Partner, on behalf of all Consortium Funding Partners)

Name: _____

Title: _____

Date: _____

Signature: _____

ANNEX A — Institution-specific arrangements

Agreement reference: FLIP-BETA-2026-01

Item	Detail
Institution name and country	
Date of Consortium approval of eligibility (Section 5)	
Eligibility determination under Article 4.4 of Addendum 1, if applicable	
Designated institutional Admin (name, role, email)	
Working Group(s) of participation	
Working Group representative(s) (name, email)	
Agreed form of active contribution (Section 6, Condition 5)	
Items to be uploaded for a fixed period, if any (Section 7.1, Article 2.6 of Addendum 1)	
Co-owner status under the Partnership Agreement, if applicable	
Any other specific arrangement agreed with the Consortium	
Date and outcome of most recent annual engagement conversation (Section 8)	

Annex A may be updated by written agreement between the Consortium and the Beta Participant without amendment of the main body of this Agreement.