

The page features several decorative elements: a large set of overlapping orange circles in the top right, a smaller set in the middle right, and a large, partially visible set in the bottom right. Two thin orange lines originate from the top left and extend towards the middle-right circles. The main text is positioned on the left side of the page.

Retainology

Consortium Agreement

Retainology is the cross section of sciences, methodologies, and technologies used to identify at-risk students, and help them succeed academically. The purpose of this Consortium Agreement is to specify and describe the policies and procedures for the provision of use of Retainology software tools. The terms and conditions, rights and obligations of the provider and the member are defined within this document.

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2/18/2013

Retainology

Consortium Agreement

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Consortium Agreement

This agreement is made on _____
Date

Between the Trustees of **Indiana University** ("Provider") on
behalf of Hossein Hakimzadeh ("Creator" or "Consortium
Director") and _____
("Member Institution")

Member Institution:

Name:	_____	Membership Type (see Fees on page 11) <input type="checkbox"/> Individual <input type="checkbox"/> Institutional <input type="checkbox"/> Contributing Institutional <input type="checkbox"/> Adjustments (page 4)
Title:	_____	
Institution Name:	_____	
Address:	_____	

Phone:	_____	
Email:	_____	
Signature:	_____	
Date:	_____	

Indiana University:

Name:	_____
Title:	_____
Institution Name:	Indiana University
Address:	Office of Research Administration
	980 Indiana Avenue, Room 2232
	Indianapolis, Indiana 46202
Phone:	317-278-3473
Email:	Spon2@iupui.edu
Signature:	_____
Date:	_____

Consortium Director:

Name:	Hossein Hakimzadeh
Title:	Retainology Consortium Director
Institution Name:	Indiana University South Bend
Address:	Northside Hall, 160H
	1700 Mishawaka Avenue
	South Bend, Indiana 46615
Phone:	574-520-4517
Email:	hhakimza@iusb.edu
Signature:	_____
Date:	_____

Adjustments and Special Agreements:

Not applicable.

Section 1 - Consortium's Core Principles

Innovation and Research

Our goal is to promote innovative thinking, evidence-based decision making, and the use of appropriate technologies for developing student retention solutions.

Cooperation and Collaboration

We believe in open and unrestricted collaboration, exchange of ideas and sharing of best practices among consortium members.

Assessment and Accountability

We believe in measuring and assessing our work, identifying those ideas, procedures, and practices that yield positive results.

Sharing and Dissemination of Results

We believe that in order to improve student retention, we must disseminate the results of our research.

Integrity and Credibility

Perhaps the most important guiding principle governing any consortium is its members' commitment to honest and transparent conduct. We pledge to treat our fellow consortium members and the constituencies we serve with honesty, integrity, and respect.

Section 2 - Definitions

Retainology is the intersection of the sciences, methodologies, and technologies used to identify at-risk students, and help them succeed academically.

Consortium Agreement shall mean this agreement.

Confidential Information shall mean information which is to be treated as confidential by a Party or Parties due to legal or contractual obligations with a third party or third parties. All Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. The obligation of University to maintain confidentiality under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure. The obligation of non-disclosure will not apply to any part of the Information that:

- (a) is already known to the Receiver prior to the effective date, as evidenced by the Receiver's records;
- (b) becomes publicly known without the wrongful act or breach of this Agreement by the Receiver;
- (c) has been or is disclosed to the Receiver by a third party who was not, or is not, under any obligation of confidence or secrecy to the Discloser at the time said third party discloses to the Receiver, or has the legal right to do so;
- (d) is developed independently by employees of the Receiver who had no access to or knowledge of the Information, as evidenced by the Receiver's records;
- (e) is approved for release by written authorization of the Discloser;
- (f) is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided the Receiver promptly notifies the Discloser, if reasonably practical or possible, in writing of such lawful disclosure.

Creator shall mean the individual(s) having developed the original Material and who own the Intellectual Property Rights.

Defaulting Party shall mean a Party breaching its obligations under this Consortium Agreement.

Intellectual Property Rights (IPR) shall mean all rights and interests attached to the Material, such as, but not limited to, copyrights including moral rights, database rights, patent rights and design rights as they exist under the national law in the originating country.

Material shall mean Retainology software as well as any kind of information be it in electronic or paper form, which is related to the Retainology software tools.

Party or Parties shall mean the individual institution or institutions that are agreeing with and entering into this Consortium Agreement.

Provider(s) shall mean the Party or Parties who are issuing a license to use Material.

Member(s) shall mean the Party or Parties who are granted a license to use Material.

Advisory Committee shall mean a committee comprised of one representative from each member organization.

Standards Review Process shall mean the review process which takes place during which new system features are proposed, discussed, considered, and evaluated.

Section 3 - Purpose and Duration

Purpose

The purpose of this Consortium Agreement is to specify and describe the policies and procedures for the provision of use of Retainology software tools. The terms and conditions, rights and obligations of the provider and the member are defined within this document.

Duration

This Consortium Agreement shall come into force as of the date of its signature by the Parties and shall continue in full force and effect until terminated in accordance with Section 10.

Section 4 - Terms of Membership

The initial term of membership shall begin the day this agreement is executed and shall continue in force for one (1) year from the last day of the academic term in which the Effective Date falls ("Anniversary Date"). Thereafter, this Agreement shall automatically renew for successive one-year terms beginning on the Anniversary Date unless the Creator or the Provider notifies the Member six (6) months prior to expiration of the then-current Renewal Term of their intent not to renew this Agreement, or in the event that Member notifies the Creator or the Provider of its intent not to renew the then-current term at least ninety (90) days prior to termination of the then-current Renewal Term. For all Renewal Terms, the Member agrees to pay an Annual Fee equal to the then-current applicable Initial Member Fee. The Annual Fee shall be due on or before the Anniversary Date for the applicable Renewal Term.

Institutional Membership

Public and private academic institutions can become members of the Retainology Consortium. Institutional membership offers access to the Retainology software systems, the Retainology web site, as well as limited technical support provided by the consortium.

Individual Membership

Individuals such as faculty, staff, or administrators who are interested in participating in conferences, seminars, best practices, or research in student retention may become members of the Retainology consortium.

Contributing Institutional Membership

Institutions with special requirements or customized needs may choose to join the Retainology consortium as a Contributing Institutional Member. Such members ensure the long-term sustainability of the Retainology system. Contributing Membership provides the Member academic institution, source level access to the Retainology software. This type of membership will allow Contributing Institutional Members to modify and customize the Retainology Software (at the source code level) to fit their specific needs.

Contributing Members can also propose their modifications for evaluation and implementation in the main Retainology system. If the proposed modifications are accepted, the institution and the author(s) of the modification will be publicly acknowledged through the Retainology web site and the author(s) will be invited to present their work at the annual Retainology conference.

Section 5 - Rights and Obligations of each Party

Rights and Obligations of the Creator.

The Creator shall have the following rights and obligations under this Agreement:

- a. the Creator shall use diligent efforts to provide the vendor-neutral architectural and administrative leadership required to accomplish the Consortium's goals.
- b. the Creator shall establish and maintain a committee comprised of one representative of each member organization (the "Advisory Committee").
- c. Overall direction of the Consortium shall be the responsibility of the Creator who will serve as Consortium Director ("Director"), who will act as chief architect for all specifications produced by the Consortium and who shall have the ultimate authority for all Consortium activities.
- d. The Consortium Director shall oversee the design, development, maintenance, and distribution of the software and documentation created under the auspices of the Consortium.
- e. The Consortium Director shall establish and maintain a web site to facilitate Member access to software, knowledge base, and other resources provided by the Consortium.

Rights and Obligations of Member.

The Member shall have the following rights and obligations under this Agreement:

- a. The Member institution shall appoint one representative to serve on the Advisory Committee and to participate in the Standards Review Process.
- b. The Member shall have the right to access the Retainology web site to participate in Consortium activities.
- c. The Member shall have access to software and documentation produced by the Consortium. Access level is determined by the membership type, in accordance with Section 4 of this agreement.
- d. Subject to the restrictions contained in this Agreement, the Member may use the Consortium software and documentation for the purpose of student retention in the Member's academic institution. The Member shall not adopt or incorporate such software and documentation into other products without expressed written permission of Creator and the Consortium Director.

Section 6 - Fees

Membership Type	Benefits	Annual Fees
Individual Membership	<ul style="list-style-type: none"> • Reduced registration cost for attending conferences and seminars. • Access to the Retainology web site. • Electronic access to consortium annual report. 	\$100
Institutional Membership	<ul style="list-style-type: none"> • Provides individual memberships for up to 5 institutional designees, providing them reduced registration cost for attending conferences or seminars. • Full access to Retainology software tools (allowing up to 20,000 students, 1,000 faculty, and 1,000 advisors at the Member institution). • Full access to Retainology Knowledge Base. • Access to Expert Network. • Electronic access to consortium annual report. 	\$9,500
Contributing Institutional Membership	<ul style="list-style-type: none"> • Unlimited individual memberships for institutional designees, providing them reduced registration cost for attending conferences or seminars. • Full access to Retainology software tools (allowing unlimited access to students, faculty, and advisors at the Member institution) • Full access to Retainology Knowledge Base. • Access to Expert Network. • Electronic access to consortium annual report. • Source level access to the Retainology software. <p>Contributing member institutions ensure the long-term sustainability of the Retainology system. Source level access to the Retainology software will allow Contributing Institutional Members to modify and customize the Retainology Software to fit their specific needs.</p> <p>Contributing members can also contribute components that could serve as plug-ins into the main Retainology system. If contributed plug-ins are accepted by the Creator, the institution and the author of the plug-in will be publicly acknowledged through the Retainology web site. Also, the author(s) will be invited to present their work at the annual Retainology conference. The plug-in will be made available to the consortium members through the Retainology web site.</p> <p>If the contributing member and the author(s) of the plug-in component do not wish to continue the development and maintenance of the plug-in, they may wish to donate their IP rights to the Consortium and the Creator. If the Member, the author(s), and the Creator agree to the transfer of IP ownership, the Creator will take over the responsibility for future maintenance, integration, and distribution of the plug-in component.</p>	\$45,000

Section 7 - Intellectual Property Rights

Title and ownership of all Intellectual Property Right(s) attached to Material offered through Retainology belong to the Creator. The Creator will retain the ownership, the right to further develop, the right to distribute, and the right to make the software publicly available as open-source software or other means of distribution.

The Member will be licensed to operate and maintain the Retainology System for the Member institution's specific student retention needs for the duration of the Consortium Agreement. However, the Member will not have the right to distribute the software or any of its artifacts to entities outside of the Member institution without expressed written consent of the Creator.

To ensure the preservation of the intellectual property rights, the Member institution signatories to this Consortium Agreement and those with access to the Retainology software enter into a non-disclosure Agreement with the Creator, attached hereto as Exhibit A.

Intellectual Property Rights Related to Contributed Plug-ins

If a contributed plug-in is accepted by the Creator, the institution and the author(s) of the plug-in will be asked to sign a release that allows the Retainology Consortium to freely distribute the plug-in through the Retainology web site.

If the contributing member and the author(s) of the plug-in component do not wish to continue the development and maintenance of the plug-in, they may wish to donate their IP rights to the Consortium and the Creator. If the Member, the author(s), and the Creator agree to transfer the IP ownership, the Creator will take over the responsibility for future maintenance, integration, and distribution of the plug-in component.

Section 8 - Software License Agreements

The license shall be restricted to use of Material for non-commercial, educational and research purposes only.

The license granted to the Member under this Consortium Agreement shall not include the right to sub-license Material to any third party.

The license granted to the Member under this Consortium Agreement shall not include a right to modify the Material, unless such rights are specifically granted under the "Membership" agreement, in accordance with Section 4.

The Member undertakes to give due notice to affix a proper copyright notice and acknowledge the Creator's name and Consortium Director's name in relation to all uses made with the Material.

Section 9 - Liabilities

The Retainology software is provided "as is". The software has been in operation at Indiana University South Bend for several years and the Consortium Director has made numerous efforts to ensure the correctness, integrity, and security of its components. The system employs various encryption and security safeguards. The software and the system that it operates under must be regularly scanned by computer security professionals. Once implemented at the Member institution, it is the responsibility of the Member to continue to provide physical security, as well as frequent vulnerability scanning, intrusion detection, and SSL certification for the server. The Retainology system is a web-based system, and as such requires open internet access. The system requires the services of a web server, email server, and a database server, all of which typically operate on the same physical hardware and operating environment. Proper maintenance, update and security scanning of the operating system and the aforementioned services are the responsibility of the Member institution. The Member shall be entirely responsible for the use of Material supplied by the Provider. Member shall be solely liable for any loss, damage or injury to third parties resulting from the use of the Retainology system.

Section 10 - Termination of Membership

The Member institution has the right to terminate its consortium membership at any time by submitting a written notice to the Creator and the Consortium Director. Such withdrawal shall take effect ninety (90) days after the receipt of the notice by the Provider. There will be no refunds of any membership fees.

The Creator may revoke the license granted to the Member institution if it is determined that the Member institution is in substantial breach of membership agreement, violation of intellectual property rights, or non-disclosure agreements. Such exclusion shall only be executed if the breach has not been remedied within ten (10) days after having received a written notice from the Creator.

Section 11 - Jurisdiction and Applicable Law

This Agreement shall be deemed to have been entered into and shall be interpreted and governed in all respects by the laws of The State of Indiana and the United States of America. Notwithstanding the above, if Member Institution is a State educational institution located in the United States, the Parties agree to remain silent regarding jurisdiction and applicable law.

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to friendly negotiation between the parties. Matters which cannot be resolved through negotiation may be resolved in a court of competent jurisdiction.

[Section 12 - Relationship of Parties](#)

The relationship of the parties under this Agreement shall be that of a voluntary association. The Consortium is not a separate legal entity, and this Agreement does not create a partnership or joint venture. Neither Indiana University nor the Member can bind the other or create any relationship of principal or agent.

[Section 13 - Dissolution of Consortium; Termination](#)

Indiana University, the Provider, and the Creator shall have the right, upon sixty (60) days prior written notice, to dissolve the Consortium, by terminating all Consortium Member Agreements.

[Section 14 - DISCLAIMER OF WARRANTIES](#)

INDIANA UNIVERSITY AND THE CREATOR MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE OR DOCUMENTATION PROVIDED OR MADE AVAILABLE TO THE RECIPIENT, OR WITH RESPECT TO ANY STANDARD ENDORSED BY INDIANA UNIVERSITY OR THE CREATOR OR THE CONSORTIUM, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SOFTWARE AND DOCUMENTATION DOES NOT INFRINGE THE PROPRIETARY RIGHTS OF THIRD PARTIES, INCLUDING PATENTS, AND COPYRIGHTS. THE RECIPIENT AGREES THAT ALL SOFTWARE AND DOCUMENTATION SHALL BE ACCEPTED BY RECIPIENT "AS IS".

[Section 15 - Limitation of Liability](#)

In the event of dissolution of the Consortium and termination of this Agreement by the Creator pursuant to Section 10 hereof, the Member shall be entitled to receive, as its sole and exclusive remedy, a refund of any portion of the Member's duly paid and as-yet uncommitted Fee, and upon such refund, any further liability of Creator to the Member shall be extinguished. Notwithstanding, Member will receive no refund or partial refund if it is determined that Member is in substantial breach of the Membership Agreement, violation of Intellectual Property Rights or a Non-Disclosure Agreement. This remedy is in lieu of all other remedies, whether oral or written, expressed or implied. Creator's liability to the Member in the event of any other claim by Member shall be limited to the amount of the Member's duly paid Member Fee. In no event shall the Creator be liable for any indirect, incidental, consequential, or special damages, including lost profits, sustained or incurred by the Member in connection with or as a result of its participation in the Consortium or under this Agreement.

Section 16 - Notices

All notices or other communications to or upon either party shall be in writing delivered by first class, air mail or facsimile, dispatched to or given at the following addresses:

For Indiana University:

Indiana University
Office of Sponsored Research
980 Indiana Avenue, Room 2232
Indianapolis, Indiana 46202
317-278-3473
Spon2@iupui.edu

For Member Institution:

