

AGREEMENT FOR PARTICIPATION
PROGRAMME FOR INTERNATIONAL STUDENT ASSESSMENT (PISA) 2006

BETWEEN

The Organisation for Economic Co-operation and Development, hereinafter referred to as “**OECD**”, represented by Mr Anthony Hutton, Executive Director, acting through its Directorate for Education, represented by Mr. Barry McGaw, Director, located at 2, rue André-Pascal, 75775 Paris Cedex 16, France”

on the one hand,

AND

Ministry of Education and Science of the Republic of Lithuania, situated at A. Volano 2/7, Vilnius, LT - 01516, represented by Mr. Dainius Numgaudis, State Secretary, hereinafter referred to as “the Participant”

on the other hand,

IT HAS BEEN AGREED AS FOLLOWS:

Programme content

- Article 1 Under the aegis of the Programme for International Student Assessment (PISA), the following activities will be undertaken:
- The sample design and the actual drawing of the sample for the field trial
 - The development of the manuals and survey instruments (e.g., assessment instruments and questionnaires) for the field trial
 - The training of national experts and administrators through the experts from the international PISA Consortium in matters of field administration, quality assurance and the marking of open-ended items for the field trial
 - The sample design and the actual drawing of the sample for the main study
 - The development of the manuals and survey instruments (e.g., assessment instruments and questionnaires) for the main study
 - The training of national experts and administrators through the experts from

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the international PISA Consortium in matters of field administration, quality assurance and the marking of open-ended items for the main study

- Assistance through the international PISA Consortium (ACER, CITO, ETS, NIER, Westat) with the development of the national version of the survey instruments (including survey manuals and tests), including the independent verification of the instruments for linguistic and psychometric equivalence through experts from the PISA Consortium
- Payment for an international National Centre Quality Monitor to visit each national centre and train independent national PISA Quality Monitors (PQM) who will visit a sub-sample of the schools during the assessment. This procedure is part of the high quality monitoring program from PISA
- The verification and analysis of the national data (including scaling) through experts from the PISA Consortium
- National report and national database
- Preliminary version of the international database and the first set of international indicators (under embargo)
- A final reporting summarising the outcomes from PISA 2006
- Special assistance in developing national reports or in any other area
- An international and a national database

Rules for participation

Article 2 The Participant will contribute EUR 140 000 to support the costs related to this project. Failure to do so will result in the termination of this Agreement. The Participant has already transferred EUR 95 000 to the OECD. The participant will transfer an additional EUR 45 000 to the OECD by December 2004. These contributions will be administered according to the Financial Rules and Regulations of the OECD. Additionally, the Participant will be responsible for all costs related to the national implementation of the programme, including travel expenses for National Project Managers to attend scheduled meetings.

Article 3 The PISA Standards set out in Annex A of this Agreement ensure that the results have high and acceptable levels of comparability and credibility and are an integral part of this Agreement. Participating Countries must define and describe their country's national target population. The geographic coverage of countries must comply with international law, as defined by the "United Nations Standard Country or Area Codes and Geographical Regions". The Participant agrees to follow the PISA standards as presented in Annex A, particularly concerning the areas of: sampling (including population coverage, exclusions and response rates), translation and translation verification, test administration, quality monitoring, coding, data entry and data submission. Failure to do so will result in invalidity of the results for international purposes, thus, non inclusion in the international reports.

Confidentiality undertaking on the use of materials from PISA

Article 4 The Participant is granted a non-exclusive right to use, in the form and subject to the terms and conditions specified in this Agreement, all documents listed under Article 5 from the *PISA*. These documents, as well as all other information, outputs or results, intermediate or final, arising from or relating in any manner to the *PISA* programme, as well as any related copyright and other intellectual property rights, are and shall at all times remain the sole property of the OECD.

The Participant shall take all necessary regulatory, administrative and technical measures to ensure that all materials from the *PISA* are used only for work specified in Article 6.

Article 5 a) Assessment materials (e.g., test items) and their related documents (e.g., marking guides) shall remain confidential, except for the set of assessment materials released by the OECD in its publications. The Participant shall take all necessary regulatory, administrative and technical measures to ensure that none of these assessment materials of the *PISA* or documentation accompanying them are distributed to any individual or party not identified in Article 12 of this Agreement. Upon the finalisation of the PISA 2006 cycle, the Participant shall personally ensure that all *assessment materials* have been either securely stored or destroyed.

b) Questionnaires and manuals are not confidential and their access may be granted for work specified in Article 6, conducted on behalf of the Participant or any other purposes for which the Participant is involved, upon previous approval of the OECD.

c) Databases and reports labelled *confidential* or *under embargo* shall be kept confidential until their release by the OECD in accordance with Article 6. The Participant shall be personally liable for the security of the data and compliance with this Agreement during that period. Furthermore, the Participant shall personally ensure that any individual identified in Article 12 who is working with these embargoed or confidential materials has signed a confidentiality statement certifying that the signatory will abide by all confidentiality provisions stated in this Agreement. In cases where the signatory is an employee of the Participant, the confidentiality statement should further provide that failure to abide by all confidentiality provisions stated in this Agreement will render the signatory subject to disciplinary action by the employer.

Article 6 The use of materials listed in Articles 5a) and 5c) is permitted solely for the national implementation of PISA in the participating country, preparation of national reports or documents, with the condition that no data and information derived from these materials shall be published or otherwise disseminated to any individual other than those identified in this Agreement prior to the publication of the first international PISA report by the OECD or prior express written consent from the OECD.

Any other use shall require the explicit and written consent from the OECD.

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Article 7 The Participant shall meet the schedule of payments described in Article 2 and comply with all technical standards described in Article 3 and presented in Annex A of this Agreement.

The Participant may not process, disseminate or otherwise allow any of the materials or data from the *PISA* to be made available or used for any purpose whatsoever other than the purposes described in Article 6.

Failure to comply with these requirements shall be grounds for termination of the Agreement by OECD with immediate effect, and shall result in non-supply of further materials or data and possible legal action by OECD.

Article 8 The Participant undertakes to state the source of the data –PISA – in all uses of the information, and, where applicable, to include a proper copyright notice, as follows: *[NAME of PUBLICATION]*, © *[DATE]*, Organisation for Economic Co-operation and Development (OECD), Paris.

Moreover, the Participant undertakes to properly acknowledge “PISA” and “OECD/PISA” as trademarks of the OECD, by (a) placing a TM symbol following the first prominent use of the mark in any document and (b) including the following statement in every document which makes reference to the mark(s): PISA and OECD/PISA are trademarks of the Organisation for Economic Cooperation and Development (OECD).

Article 9 Obligations under Articles 4, 5, 6, 7 and 8 of this Agreement shall continue after the expiry or termination of this Agreement without any time limit except for the confidentiality of any material that has been publicly released by the OECD or put into the public domain, such as the final international database.

Support from the OECD

Article 10 The OECD will: be committed to assist the Participant with the successful implementation of PISA; be available to address questions and concerns; collaborate closely with the Participant to analyse and interpret the findings and situate them in the national policy context; and integrate the results into the international reports.

Duration and termination of this Agreement

Article 11 The OECD reserves the right to terminate the present Agreement at any time with immediate effect, either for the reasons set forth in Article 2, Article 3 or Article 6 above, or for non-delivery of instruments for translation verification and data for processing on specified dates. The OECD may also terminate the present Agreement for any other reason, upon notice of 30 days to the Participant. No compensation may be claimed by the Participant in the event of termination of the Agreement by OECD.

Department responsible for managing this Agreement and access right

Article 12 The person responsible for managing the Agreement at the OECD shall be the administrator of the Indicators and Analysis Division of the Directorate for Education at the OECD, who is currently:

Ms. Miyako Ikeda
Tel.: +33 1 4524 1535
Fax: +33 1 44 30 61 77
E-mail: Miyako.Ikeda@OECD.org

Responsible for managing the Agreement for the Participant shall be:

Mr. Vidmantas Jurgaitis
Director, National Examination Centre
M. Katkaus str. 44;
Vilnius, LT - 09217
Tel. +370 5 2756180
Fax. +370 5 2752268
e-mail: jurgaitis@nec.lt

The OECD and the Participant agree to inform one another in writing of any changes in personnel affecting this Article.

Article 13 Pursuant to Article 5, the Participant may grant the individuals identified below, access to all *test materials or materials labelled "confidential"* from the *PISA* or parts of it, subject to the provisions of this Agreement. Each individual is to be identified with the full name, affiliation and contact details.

Individual 1:

Mr. Vidmantas Jurgaitis
Director, National Examination Centre
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Fax. +370 5 2752268
e-mail: jurgaitis@nec.lt

Individual 2:

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PISA 2006 - Agreement for Participation

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National Examination Centre

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e-mail: aiste@nec.lt

Individual 4:

Ms. Audronė Šuminiene

Ministry of Education and Science, Senior Specialist

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Vilnius, LT - 01516

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Individual 5:

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Education Development Centre, Deputy Director

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Individual 6:

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Education Development Centre

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Fax. +370 5 2724315

e-mail: daiva.bigeliene@spc.smm.lt


General provisions

Article 14 Any dispute arising from the interpretation or implementation of this Agreement, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between OECD and the Participant or, failing such agreement on the choice of the arbitrator within three months after the request for arbitration, to an arbitrator appointed by the Secretary-General of the Permanent Court of Arbitration at the request of either Party. The language to be used in the arbitral proceedings and submissions shall be English. The place of arbitration shall be Paris. The decision of the arbitrator shall be final and not subject to appeal.

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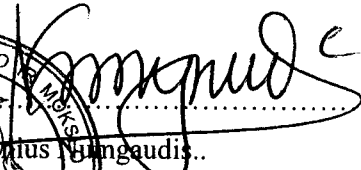



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Barry McGaw
Director
Directorate for Education, OECD



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Anthony Hutton
Executive Director

on behalf of the *OECD*



.....
State Secretary
Ministry of Education and Science

on behalf of the *Participant*