

Trends in International Mathematics and Science Study (TIMSS) 2027 PARTICIPATION AGREEMENT

BETWEEN
STICHTING IEA SECRETARIAAT NEDERLAND
AND
INVALSI

1. **Stichting I.E.A. Secretariaat Nederland**, with an office at Keizersgracht 311
1016 EE Amsterdam, the Netherlands (Chamber of Commerce, The Hague # 41158871
- VAT not applicable), duly represented by Dr. Dirk Hastedt, Executive Director,
hereafter referred to as “IEA”

and

2. **INVALSI - Istituto Nazionale per la Valutazione del Sistema educativo di Istruzione e formazione (ente di Diritto Pubblico, Decreto Legislativo 286/2004)**, Via Ippolito Nievo, 35 – 00153 ROMA - Italy, duly represented by Dr Roberto Ricci, President, hereafter referred to as “Participant”,

IEA and Participant collectively referred to as “Parties”

WHEREAS

- A. IEA is a non-profit organization which conducts large-scale comparative studies of educational achievement and other aspects of education, with the aim of gaining in-depth understanding of the effects of policies and practices within and across systems of education;
- B. The Trends in International Mathematics and Science Study (TIMSS) 2027 is a collaborative Study initiated by IEA, and funded both through the IEA’s own resources and participant contributions (hereafter also referred to as: “TIMSS 2027 Study”);
- C. The TIMSS 2027 Study will be conducted under the responsibility of IEA, in a joint effort with participating countries to achieve a shared goal, i.e., to collect good quality, internationally comparable data on educational practices;

- D. Participant wishes to participate in the TIMSS 2027 Study. Accordingly, the Parties wish to formalize the specific terms and conditions of participation in this TIMSS 2027 Participation Agreement (hereafter: the “Agreement”).

HAVE AGREED AS FOLLOWS:

ARTICLE 1—PARTICIPATION RIGHTS GRANT

- 1.1. Subject to the terms and conditions of this Agreement, Parties agree that Participant shall participate in the TIMSS 2027 Study, and IEA therefore hereby grants Participant the right as of the Effective Date to participate in the TIMSS 2027 Study, as specified in Article 2 of this Agreement (hereafter also referred to as: the “Participation Rights”), which is hereby accepted by Participant.
- 1.2. Participant understands and acknowledges that since IEA’s financial contribution is in itself insufficient to fund the entire TIMSS 2027 Study, and in return for the Participation Rights granted in Article 1.1, all participating countries (including Participant) are expected to make a financial contribution specified in Article 3 of this Agreement (the “Participation Fee”).
- 1.3. Parties acknowledge that Participant’s participation in the TIMSS 2027 Study will enable Participant to significantly benefit from the important data source resulting from the cooperation of Parties within the TIMSS 2027 Study, which will provide useful and comparative information.
- 1.4. Participant assigns one leading expert, known as a National Research Coordinator (NRC), to represent Participant. The NRC will serve as a contact point for the Study’s work-related communication.
- 1.5. Parties hereby agree that insofar as IEA and Participant process personal data for the purposes of the TIMSS 2027, IEA and the abovementioned Participant, , are joint controllers, within the meaning of Article 26 General Data Protection Regulation [Regulation (EU) 2016/679].
- 1.6. Participant acknowledges and represents that it will adhere to the Joint Controllershship model as specified in this Article and in Article 1.5 above. Participant furthermore represents that it will provide all reasonable assistance and will execute all agreements necessary for IEA’s international data privacy standards, which includes (but is not limited) to the Joint Controller Agreement as mentioned in Article 1.7 below.
- 1.7. Parties hereby agree that a Joint Controller Agreement shall be signed between IEA and INVALSI to formalize the Joint Controllershship.

ARTICLE 2—SCOPE OF WORK COOPERATION AND STUDY PHASES

2.1. Participant hereby agrees to collaborate with IEA during the entire term of the TIMSS 2027 Study. The specific scope of work to be performed by IEA, and in which Participant agrees to jointly collaborate, is set out below:

First phase (1 year)—Development

- Revision and finalization of TIMSS frameworks and specifications.
- Developing new items, scoring procedures for those items, and preparing field test.
- Revising and streamlining the questionnaires (for students, parents, teachers, and schools) and preparing them for field-testing.
- Developing procedures for instruments' translation verification.
- Developing sampling plans for each participating country and monitoring the sampling procedures in each country.

Second phase (1 year)—Field Test

- Developing operations and data collection manuals for the field test, and training in field test data collection and scoring procedures.
- Translation verification for field test instruments.
- Conducting field test data analysis.
- Preparing final versions of the survey instruments.

Third phase (1 year)—Main Data Collection

- Developing operations and data collection manuals, and training countries in data collection and scoring procedures for the assessment.
- Translation verification of main data collection instruments.
- Conducting quality assurance of field operations during data collection and documenting the results.
- Constructing an international database, checking, and rechecking the accuracy and comparability of the national datasets.
- Conducting a variety of data analyses, including item analysis, differential item functioning, scaling, estimating sampling error, and deriving variables for reporting.

Fourth phase (1.5 years)—Reporting

- Preparing report tables to be reviewed by the participating countries.
- Preparing and publishing the TIMSS encyclopedia.
- Writing and publishing the TIMSS international reports.
- Producing a thoroughly documented database and accompanying TIMSS user guide.
- Conducting training seminars for using the TIMSS 2027 database.
- Participating in NRC meetings (during the Study there will be two per year).

After completion of the Study works:

- Producing and publishing the TIMSS technical report.
- Producing a thoroughly documented database and accompanying TIMSS user guide.
- Conducting training seminars for using the TIMSS 2027 database.

2.2. Within the scope of the TIMSS 2027 Study, the Study Participant is responsible for the following elements:

- Delivering necessary information for performing the study to IEA according to the Study schedule as specified in article 2.1 above;
- Attending the Study meetings and trainings, both online and in-person;
- Contributing to the preparation, development, and execution of the TIMSS 2027 Study as far as input from Participant is required, since TIMSS 2027 Study is to be considered a joint effort of participating countries to achieve shared goals; and
- Accepting the results of the study executed according to this Agreement to participate and for timely payment of the Participation Fees. In case of non-payment, IEA's policy on anti-debt measures for outstanding participation fees will be applicable; the policy will be made available upon request of Participant.

ARTICLE 3—PARTICIPATION FEE

3.1. In return for the Participation Rights as granted by IEA in Article 1.1 of this Agreement, Participant hereby agrees to financially contribute to the TIMSS 2027 Study by transferring to IEA the Participation Fee as specified in Article 3.2 below.

3.2. The Core Participation Fee applicable to the TIMSS 2027 Study for the fourth and eighth grades is 730.000 ICUs (IEA's International Currency Unit) being US\$ 365.000 and € 365.000, invoiced as follows:

Year	%	US\$	€
2025	30%	109,500	109,500
2026	30%	109,500	109,500
2027	25%	91,250	91,250
2028	15%	54,750	54,750
Total	100%	365,000	365,000

The Core Participation Fee can be paid in € only (Option 1), in US\$ only (Option 2), or equally divided between € and US\$ (Option 3).

Participant must choose one of the following Options, by ticking the relevant box below:

- ☐ Option 1: Core Participation Fee in € only
- ☐ Option 2: Core Participation Fee in US\$ only
- ☒ Option 3: Core Participation Fee equally divided in € and US\$

If the Participant chooses Option 1 or Option 2, then the fees will be converted automatically on the date of the invoice.

The exchange rate used to determine US\$ or € (option 1 and 2) is derived from European Central Bank.

(https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)

- 3.3. Participant is entitled to a discount of 5% in case Participant pays the full four-year fee in the first year (2025).
- 3.4. The Core Participation Fee includes the coverage of a standard sample (with a maximum of 150% of the minimum sample resulting in a maximum of 225 schools or 10,000 students, whichever is higher) which is required for reliable estimates at the level of the participating educational system and up to two language versions of the instruments (hereinafter also referred to as the “Standard Sample”).
- 3.5. In case Participant wishes to broaden the Standard Sample in terms of language versions of the instruments, beyond the specification in Article 3.4, a signed amendment shall be required from Participant prior to any action being taken. In this case, there may be an additional fee up to a maximum of 10% of the Core Participation Fee for every additional language.
- 3.6. In case Participant wishes to broaden the Standard Sample in terms of participating schools and/or students beyond the specifications in Article 3.4, a signed amendment shall be required from Participant prior to any action being taken beyond the standard setting. In case of oversampling, there is an additional 10% of the Core Participation fee (“oversampling fee”) for each 20% above the 150% of the minimum sample size, being 225 schools or 10,000 students, whichever is higher.
- 3.7. The Core Participation fee solely includes the digital assessment and does not include a paper assessment component.
- 3.8. The Core Participation fee solely includes the digital assessment and does not include the Optional Longitudinal Module of TIMSS 2027. In case Participant wishes to participate in the Longitudinal Module of TIMSS 2027, a signed supplement or amendment, whichever applicable shall be required from Participant prior to any action being taken. The fee for the Longitudinal Module would be an additional 120,000 ICU. The Longitudinal Module of TIMSS 2027 is subject to a minimum number of participating countries. IEA reserves the right to cancel the Longitudinal Module of TIMSS 2027 without incurring any liability in case of insufficient number of participating countries.

- 3.9. A benchmark participation is allowed where Participant is a sub-entity of a country that already participates in the Study or the second sub-entity of a non-participating country. For a sub-entity to join as a benchmark participant, there must be one entity from that country which already participates as a full participant and contributes with the Core Participation Fee. In case of a benchmark participation, a separate Participation Agreement must be signed prior to any action being taken.
- 3.10. For benchmark participation of a sub-entity of a country that already participates in the Study, the sub-entity must be clearly defined and unambiguously described. The Participation Fee for sub-entities of countries already participating is 20% of the Core Participation Fee, defined in Article 3.2 above.
- 3.11. For benchmark participation of a sub-entity of a country that is not participating and where no other sub-entity is participating, the full Participation fee, defined in Article 3.2, applies.
- 3.12. All benchmark participants will be reported in a separate table of the International Report.
- 3.13. Subject to Article 3.5 and 3.6, the Core Participation Fee covers the entire term of the TIMSS 2027 Study.
- 3.14. In case of late payment IEA has the right to charge an interest rate of 3% per annum of the annual participation fee due.
- 3.15. The Core Participation Fee can also be paid in annual instalments if desired and after IEA has granted its written approval further to such request from Participant (hereafter also referred to as: the “Annual Participation Fees”).
- 3.16. Participant hereby agrees to pay the Participation Fee (or, if applicable, the Annual Participation Fees), free of charge, within 30 days of the invoice date to:

Stichting IEA Secretariaat Nederland,

ABN-AMRO bank,

SWIFT/BIC code: ABNANL2A

USD account # 48.19.62.069 (IBAN-SEPA: NL52ABNA0481962069)

EURO account # 48.19.61.968 (IBAN-SEPA: NL63ABNA0481961968)

ARTICLE 4—INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 4.1. Parties agree and acknowledge that in order for the TIMSS 2027 Study to run efficiently and successfully it is of utmost importance that the intellectual property rights resulting from the TIMSS 2027 Study and ownership rights in relation to all Work Products are concentrated at IEA. IEA shall in return provide all participating countries a

license to use the intellectual property and Work Products as required within the scope of their contribution to the TIMSS 2027 Study.

- 4.2. Parties therefore hereby agree that all current and/or future intellectual property rights in relation to all TIMSS 2027 Study Work Products (including but not limited to any copyrights, design rights, database rights, logos, trademarks, trade names, domain names, patents, inventions, and all other similar rights in any part of the world, including know-how, where such rights are obtained or enhanced by registration of such rights and applications and rights to apply for such registrations), hereafter also referred to as the “Intellectual Property Rights,” are and/or shall be, immediately upon creation, exclusively owned by IEA.
- 4.3. Parties agree and acknowledge that the Intellectual Property Rights in relation to the TIMSS 2027 Study Work Products, include, but are not limited to, the (whether joint or separate) copyright in IEA’s existing and future assessment instruments and studies, scoring procedures, computer-based delivery systems, bespoke database software, piloting instruments, field trials, data collecting manuals, International Report, including all local translations thereof, and all database rights and/or copyrights in relation to both the TIMSS 2027 database and the local national datasets which are to be provided by Participant (underlying works hereafter also referred to as: “TIMSS 2027 Study Work Products”).
- 4.4. In order to give full effect to Article 4, as far as necessary Participant hereby assigns (if necessary in advance) to IEA (1) all existing and future Intellectual Property Rights in the TIMSS 2027 Study Work Products, and assigns to IEA (2) the exclusive ownership of all existing and future Work Products, including but not limited to the exclusive ownership in all national assessment results and related datasets, which assignment is hereby accepted by IEA. Participant shall continue to be able to use all assigned rights and Work Products as granted by the license from IEA to Participant as specified in Article 5 below.
- 4.5. Participant shall, at first request of IEA, execute such agreements, documents, deeds, confirmations, and/or notices and perform all acts as may be required or desirable under any applicable law or in any jurisdiction for the assignment or perfection thereof of the Intellectual Property Rights and ownership rights of the TIMSS 2027 Study Work Products as stipulated in this Agreement.

ARTICLE 5—INTELLECTUAL PROPERTY LICENSE GRANT

- 5.1. Parties agree and acknowledge that in order to effectively fulfill its participation in the TIMSS 2027 Study, Participant requires a license from IEA to use the (both existing and future) Intellectual Property Rights and the right to use, modify, and/or adapt the (both existing and future) TIMSS 2027 Study Work Products within the scope of work of the TIMSS 2027 Study as set out in Article 2.
- 5.2. IEA therefore hereby grants to Participant a non-exclusive, non-transferable, revocable license for the duration of this Agreement to use the (current and future) Intellectual Property Rights and to use, modify, and/or adapt the (current and future)

TIMSS 2027 Study Work Products, and this license grant is explicitly limited to the use within the scope of its participating activities in the TIMSS 2027 Study as specified in this Agreement.

- 5.3. Parties agree and acknowledge that the license grant in Article 5.2 includes the right for Participant to use the IEA TIMSS trademarks, which have been registered as Benelux (no. 005937214) and related international trademarks (hereafter also referred to as: the “TIMSS Trademarks”) which use is explicitly limited to Participant use within the scope of its participating activities in the TIMSS Study as specified in this Agreement.
- 5.4. Participant is explicitly not authorized to apply for and/or register any TIMSS 2027 Study-related Intellectual Property Rights (including but not limited to any trademark or domain name registration) without prior written approval of IEA.
- 5.5. Participant is aware that IEA has a strict Intellectual Property Policy in place regarding third-party use of its Intellectual Property Rights and Work Products. All publications and released items by IEA, as well as translations thereof, are for non-commercial, educational, and research purposes only and any use thereof outside the scope of this Agreement is subject to prior written approval from IEA.
- 5.6. In cases where the national translations of materials are requested for a third-party use in line with Article 5.5. above, the decision as to whether national translation of materials is shared with the third-party lies with IEA.
- 5.7. Unless otherwise specifically authorized in writing by IEA, Participant shall not be permitted to supply a (sub)license, or transfer the Intellectual Property Rights license, and/or any TIMSS 2027 Study Work Product to any third party. Where Participant is a government body or department, a quasi-administrative body or statutory body (hereafter also referred to as: a “Government Entity”), any supply, (sub)license, or transfer by Participant of the Intellectual Property Rights and/or TIMSS 2027 Study Work Products (whether in compiled form, edited form, or otherwise) to any other Government Entity shall be deemed to be a transfer to a third party and shall be prohibited unless explicitly authorized in writing by IEA.

ARTICLE 6—EFFECTIVE DATE, TERM AND TERMINATION

- 6.1. This Agreement commences upon the Effective Date (the date of signature of this Agreement by both Parties; if those dates are different, the date of signature of the latter party) and is entered into for the entire term of the TIMSS 2027 Study, i.e., until 31 March 2029. In case the term of the TIMSS 2027 Study is extended beyond 31 March 2029, this Agreement is also automatically extended one year, i.e., until 31 March 2030, or any later date upon which the TIMSS 2027 Study is concluded.
- 6.2. Either Party may terminate this Agreement during the term as specified in Article 6.1, subject to Articles 6.3, 6.4 and 6.5. In case of termination of this Agreement in accordance with Article 6.5, Participant must state their reasons for the termination in writing and provide a notice period of two months.

- 6.3. IEA may terminate this Agreement with immediate effect without any notice period required if (1) Participant fails to comply with its obligations under this Agreement, after having been given a reasonable term by IEA to do so, or (2) in case of bankruptcy or insolvency proceedings of Participant. In case of non-performance under (1) or bankruptcy or insolvency proceedings under (2), the entire Participation Fee will be due and any and all Annual Participation Fees already paid will not be refunded by IEA.
- 6.4. Participant may terminate this Agreement with immediate effect without any notice period required if IEA fails to comply with its obligations in performing the specific scope of work in accordance with Article 2 and IEA or the research institute engaged by IEA is demonstrably attributable for this. In that case only shall the Participation Fee be refunded pro rata to Participant.
- 6.5. Any other interim termination by Participant because of other reasons than Article 6.4 is not allowed without prior approval of IEA, which approval is not to be unreasonably withheld. In case IEA agrees to the interim termination by Participant, in principle the entire Participation Fee (or total of all Annual Participation Fees) remains due to IEA. However, if there are good reasons for a (partial) refund of the Participation Fee to Participant, IEA can decide to a refund accordingly at its own discretion.
- 6.6. In case of interim termination of this Agreement, the license grant in Article 5 also automatically terminates without any separate notice of termination by IEA required. In case of such termination, Participant shall send all TIMSS 2027 Study Work Products and related materials it has produced in the course of this Agreement within 14 days of said interim termination to IEA.
- 6.7. Neither Party will be liable for inadequate performance of their obligations under this Agreement to the extent caused by a condition (including but not limited to natural disaster, health crisis, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

ARTICLE 7—COMPLIANCE WITH LOCAL LAWS AND ETHICAL PRACTICES

- 7.1. Participant guarantees that it shall comply with all local laws (including but not limited to any applicable local Data Protection Law) in connection with its participation and related contribution during the entire TIMSS 2027 Study.
- 7.2. Participant shall defend and hold harmless IEA in relation to any third-party claim arising from Participant's contributing work to the TIMSS 2027 Study.
- 7.3. Participant warrants and represents that the Work shall be performed in compliance with all international and/or local applicable laws and regulations issued by relevant authorities including without limitation in the areas of fraud, bribery, intellectual property rights, environment protection, health, safety, labour law.
- 7.4. Participant shall adhere to the highest ethical and business responsibility standards. In particular, Participant shall comply with all applicable national and international rules relating to ethical and responsible standards of behavior, including, without limitation,

those dealing with human rights, environmental protection, sustainable development, anti-bribery and anti-corruption.

ARTICLE 8—CONFIDENTIALITY

- 8.1. Each Party shall hold confidential information disclosed or obtained in connection with the execution of this Agreement, including information on Intellectual Property Rights and TIMSS 2027 Study Work Products, including but not limited to confidential information concerning the assessment instruments and test results (hereinafter also referred to as the "Confidential Information") confidential at all times (also after termination of this Agreement) and shall not use such Confidential Information for any purpose other than the performance of the obligations under this Agreement.
- 8.2. Each Party shall refrain at all times from disclosing the Confidential Information to any third party without the written consent of the other party.
- 8.3. Both Parties hereby agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the expiration or termination of this Agreement.

ARTICLE 9—SUBMISSION OF REPORTS AND OTHER PUBLICATIONS

- 9.1. The International Report for TIMSS 2027 shall be provided in December 2028 and the final International Database will be released in March 2029.
- 9.2. Parties agree and acknowledge that all national data of the TIMSS 2027 Study shall be included in the TIMSS 2027 International Database to be prepared by IEA.
- 9.3. Parties also agree and acknowledge that all data shall be accessible to all National Study Centers and broader research communities via IEA's Data Repository System.
- 9.4. Participant hereby confirms that it shall not release nor spread any TIMSS 2027 Study data or any other relevant TIMSS 2027 related information to third parties prior to the official release dates as communicated and announced by the IEA on the basis of the commitment of International Study Centers and participating countries' schedules.

ARTICLE 10—GOVERNING LAW AND COMPETENT COURT

- 10.1. This Agreement is governed by Dutch law. Disputes will be settled, as far as possible, in consultation. If this does not succeed, the Parties will subject their dispute to the District Court in Amsterdam, the Netherlands.

ARTICLE 11—GENERAL

- 11.1. Any revision, modification, or amendment of all or any part of this Agreement may be made only with mutual consent and shall be stated in writing signed by both Parties.

Such revision, modification, or amendment shall form part of this Agreement. Such revision, modification, or amendment shall come into force on such date as may be determined by both Parties.

11.2. If any article of this Agreement shall be prohibited by law or be adjudged by a court to be unlawful, void, or unenforceable, such article shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11.3. Parties hereby agree that Article 4 (Intellectual Property Rights and Ownership) and Article 8 (Confidentiality) shall survive and remain in full effect also after termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Parties, have signed this Agreement on18-03-2025..... (the “Effective Date”)

Signed for and on behalf of
Stichting I.E.A. Secretariaat Nederland



Dr. Dirk Hastedt, Executive Director



Signed for and on behalf of **Istituto Nazionale per la Valutazione del Sistema educativo di Istruzione e formazione** by

Dr. Roberto Ricci, President



Roberto Ricci
INVALSI
Il Presidente
INVALSI
14.03.2025
10:11:11
GMT+00:00

CERTIFICATE *of* SIGNATURE

REF. NUMBER
5SAJL-HKYDB-DOFWT-J2HER

DOCUMENT COMPLETED BY ALL PARTIES ON
18 MAR 2025 14:03:28 UTC

SIGNER

DIRK HASTEDT

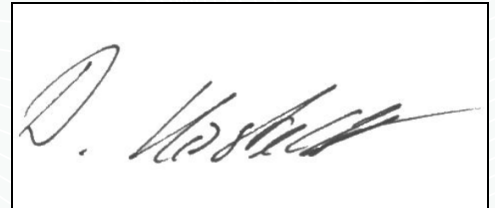
EMAIL
IEAFINANCE@IEA.NL

TIMESTAMP

SENT
18 MAR 2025 14:03:27 UTC

SIGNED
18 MAR 2025 14:03:28 UTC

SIGNATURE



IP ADDRESS
212.123.229.166

LOCATION
AMSTERDAM, THE NETHERLANDS

