

**Contract for work and labour**

LPLUS GmbH  
following LPLUS

and

\_\_\_\_\_ following Author

conclude the following contract for work and labour:

**§1 Subject of the contract**

Delivery of training and examination questions for Part-66

Author				
Module				
Scale	Multiple Choice	Fill-Inn	Drag & Drop	Essay
Examination questions		_____	_____	
Training Questions				
Date of delivery				

**§2 Performance of the author**

- (1) Delivery of questions for the usage as training and examination questions in the software of LPLUS.
- (2) The author delivers questions whose contents and possible attachments are free of copyright requirements of a third party.
- (3) The author delivers questions which comply with the requirements of the assigned authorizations according to Part-66 in content, pedagogical and didactically.
- (4) The author co-ordinates amount and contentwise assignment of the questions with LPLUS before beginning of work.
- (5) The author considers that the rules of the made available text "Methodology of the production of examination questions" must be strictly adhered during the production of the questions.
- (6) The author delivers the question texts and all texts to attached visuals in English language.
- (7) The author delivers the questions up to the date of delivery. Breaching this condition causes that LPLUS can refuse the acceptance after a respite of 10 days.
- (8) The author transfers all rights at the questions after receiving remuneration from LPLUS.

**§3 Performance of LPLUS**

- (1) LPLUS commits itself to make the LPLUS program TM editor available free of charge for producing questions if the author requests it.
- (2) LPLUS commits itself to inform and train the author regarding to the question design sufficiently. Therefore the text "Methodology of the production of examination questions" is made available. Further fundamental principles appear in attachment 1.

- Draft
- (3) LPLUS commits itself to pay for the received questions if these are used in the central data base. For clarification the Work-Flow is presented in attachment 1.
  - (4) LPLUS commits itself to visibly attach the name of the author at the edge of task if the author requests it.

#### §4 Liability of the author

- (1) The author is responsible for all damages which can result from ignoring copyright protections.

#### §5 Remuneration

- (1) Examination questions: For the production of the questions in the context of the present contract the author receives an overall remuneration of 16 euros per question. A question consists of the master question and three alternative questions. Delivered and brought to account are in each case bundles of 10 master questions with in each case 3 alternative questions. The amount is a net amount and not contains the legal value added tax. Compare attachment 1.1 "Examination questions – Production principles". The remuneration becomes due, if the service is completely performed in the sense of this contract and accepted by LPLUS.
- (2) Training questions: For the production of the questions in the context of the present contract the author receives an overall remuneration of 10 euros per question. The amount is a net amount and not contains the legal value added tax. Compare attachment 1.1 "Examination questions – Production principles". The remuneration becomes due, if the service is completely performed in the sense of this contract and accepted by LPLUS.

#### §6 Side agreement, Severability

- (1) Side agreement, contract additions or changes must be in written form. This is also valid for the preceding written form clause.
- (2) If a regulation of the present contract is or become ineffective or not feasible, the effectiveness of the remaining regulations of the contract is not affected. The invalid regulations are replaced by new ones as soon as possible.

#### §7 Executed copy

- (1) Each signatory receives an executed copy of the contract.

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Place and Date

LPLUS GmbH

Author

### 1.1 Production principles

Examination questions:

$$\begin{array}{r}
 1 \text{ master question as MC with 4 distractors} \\
 + \text{ 3 equal versions with little modifications in the content (alternative questions)} \\
 \hline
 = \text{ 4 versions of one question}
 \end{array}$$

Training questions:

2-10 training questions as standardised not MC questions partly with visuals and/or multi-media elements are desirable for each sub(-sub)-module.

### 1.2 Production specifications

- (1) The delivery of the questions takes place as Word Doc, handwritten (readable) or in the LTM format.
- (2) At each task learning target and all necessary attachments are recognizably registered. Auxiliary documents (visuals etc.) are completely attached.
- (3) The “Methodology of the production of an examination question” is taken into consideration.

### 1.3 Work Flow

