

# Terms of use, privacy policies and community standards

# General terms of use for SHARMED Platform on the Moodle learning platform Glocal Campus

The regulations below apply to all registered participants and guests of SHARMED platform using the Moodle learning platform Glocal Campus. The use of the learning platform is approved in accordance with data protection laws.

#### **Enrolment and registration**

To access the SHARMED platform, users are required to register once on the Moodle learning platform, and to enrol on each relevant course using an access key or be enrolled by the administrator of the SHARMED platform. As the Moodle learning platform and the central university database (Identity Management) are linked via an authentication process (Shibboleth), personal access details (user name and password) if users logged in via Shibboleth are the same as those used in the central university database and cannot be changed in Moodle. Other users without possibility to use Shibboleth can register for the platform using the following form: <a href="https://glocal-campus.org/login/signup.php?lang=en">https://glocal-campus.org/login/signup.php?lang=en</a>.

As part of the registration process, the following data, known as inventory data, is saved in Moodle for each participant: User name, first name and surname, email address, ID number, PersonScopedAffiliation, university, department.

# Voluntary use

Participation and use the learning platform generally occurs on a voluntary basis.

# **Data protection**

All personal data relating to a participant collected as part of the enrolment and registration process is processed in accordance with the applicable legal data protection provisions. This also applies to individual connection data saved for the learning platform for which storage is required by the system, and which is subject to a time limit.

Data may not be passed on to third parties unless the user has given their permission for this or the operator is obliged to publish such data according to legal regulations. All registered participants may request at any time and in writing information relating to their personal data which is stored on the learning platform, or request that all of their data be deleted. If the central university account is used to log in to Moodle, only the user data saved in Moodle (i.e. personal profile data) will be deleted, but not the central university account. This deletion does not include

comments published by the user on Moodle forums, chat pages, blogs, wikis, journals etc. or any files made available by the user, all of which will remain available until the relevant Moodle course is removed.

#### Type of saved data

When registering on the learning platform, data entered voluntarily by the user and/or data collected during use, known as usage data, is saved electronically in a database along with the inventory data from the time at which registration is complete; this includes data which is automatically collected and data that is entered by the user.

The time at which the user accesses a particular section of the learning platform and the activities in which the user participates will also be recorded. Neither course moderators (e.g. those in the role of 'trainer') nor other course participants (e.g. in the role of 'participant') have access to this recorded data and the database.

Personal contributions to activities such as forums, wikis, blogs or tasks, however, will be displayed in the course area and may be visible depending on the settings of the relevant activities. This data may only be used by teachers (in the role of 'trainer') for teaching purposes and by course participants (in the role of 'participant') for learning purposes as part of the course, as far as this is required for completion of a task and provided that the data is used in a reasonable manner for the associated purpose in accordance with the data minimisation principle.

The individuals responsible for the technical management of the Moodle platform (e.g. in the role of 'administrator') and of the database and web server have access to all personal data stored in the system. They may only use this data in such a way as is required to ensure the continued functioning of the Moodle platform.

In addition, the Moodle learning platform uses two types of cookies.

- 1. *MoodleSession (session cookie):* This cookie must be enabled in order to ensure that the user remains logged in from page to page when using Moodle. After logging out or closing the web browser, the cookie is deleted.
- 2. *MoodleID* (*registration cookie*): This cookie is used for convenience; it stores the registration data in the web browser. This cookie is retained after logging out of the E-learning system, so the login data is already entered the next time the user wants to log in. Enabling of this cookie is not absolutely essential.

### General responsibilities of the user

The registration process affords the user a simple, non-transferable right to use this learning platform. The storage space made available to the user may only be used for saving the content provided. All users are obliged to treat the data of other users which is accessible to them as strictly confidential and may not pass this data on to third parties without written permission from the relevant user. This applies in particular to the names and email addresses of other users registered in the system. This learning platform is to be used for the purposes of the project

SHARMED and for internal communication between involved parties. All other uses of the platform, such as for other private and/or commercial purposes, are prohibited. All users must comply with legal provisions, in particular those relating to copyright and data protection. When providing links to external websites, users must first check that these external websites do not have any illegal content.

As a rule, users of the learning platform must not:

- change, delete, hide, render data unusable and/or use data for any purpose other than that intended, without permission
- distribute in particular materials from organisations which contradict the constitution, or their ideas
- post abusive, insulting or slanderous comments about others
- or damage the reputation of any university, school or institution

#### Working with copyright

Documents or parts of documents protected by copyright, such as materials, templates or extracts from other documents or images which are being used as part of the SHARMED project and/or have been created explicitly for specific purpose, may not be used outside the platform and/or be passed on to third parties.

This applies in particular to contributions protected by copyright which are produced by individual participants or groups of participants as part of the SHARMED project.

These documents may only be passed on to third parties and/or used outside of platform with the written permission of the copyright holder. All users expressly agree that all personal contributions produced by them, regardless of any existing copyright protection, may be used for the purposes of the project.

#### **Exclusion of users**

In the event of a serious and/or repeated breach of these terms of use, the user concerned may be excluded from using the platform either temporarily or permanently. The Moodle platform administrators are generally authorised to make decisions relating to such exclusions. Before imposing temporary or permanent exclusion on a participant, a request must be made to the participant to stop the offensive behaviour. Only if the user in question does not noticeably change their behaviour may the administration decide to exclude the user.

Excluded users may be re-granted access if it is ensured that the improper use will not be repeated in the future.

Furthermore, the administration reserves the right to delete a user from the system, following notification, if they have not accessed the learning platform for more than 365 days.

# Liability

In the event of a culpable violation by a user with regard to legal responsibilities or the responsibilities set out in these general terms of use, the user is liable in accordance with the legal regulations. The platform operator may only be held liable for grossly negligent or intentional breaches of responsibility. This applies in particular to damage caused to the users' technical equipment through downloading materials or software and other such actions on the learning platform.

#### Changes to the terms of use

SHARMED platform administrator reserves the right to change and add to these terms of use with future effect. SHARMED platform administrator is, in certain cases, authorised to make decisions through which the general terms of use are specified or expanded. Changes to the terms of use must be announced in writing on the platform, with a link to the web page on which the currently valid terms of use can be found.

#### **Data protection declaration**

I have read and understood the terms of use and the data protection information. I accept the terms of use. I am aware that I will have to provide personal data in order to use Moodle.

I give my permission for all data that I enter in my 'personal profile' and any contributions published in my name to be processed, as well as for any files provided by me to be used as part of the platform. I am aware that I can withdraw my permission at any time by sending an email at info@sharmed.eu

**Responsible party** SHARMED (Shared Memories and Dialogues)

Call for proposals (EACEA/33/2014) - Forward-Looking Cooperation Projects 2015

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