Terms and conditions of use

This OER-platform (<u>https://oer.ku.dk</u>) is provided by The University of Copenhagen ("the University"). Use of the platform is governed by these terms and conditions (together with the documents referred to on it).

By using the platform, you indicate that you accept the Terms and Conditions and that you agree to abide by them as a "contributor" of the service. If you are not willing to accept these Terms and Conditions, you may not use the OER platform.

All contributors with access to the OER platform are required to agree to abide at all times by the University's policies and regulations regarding information security, protection of personal data, personal data in teaching, code of conduct for responsible research (including data management), copyright for teachers, the agreement on copyright on teaching material, accessibility and any other relevant University policy or procedure.

Access

Viewers (audience)

OER is a public site with the purpose of promoting free global access to high quality education and learning through reusing content and sharing knowledge. Thus, viewer access to the platform is unrestricted.

Contributors

Only teachers have the required permission to upload and share content via OER. Upload requires login to My Media via the University's SSO.

Use of the OER platform

The platform is provided to support the learning, teaching and research activities of the University, and complements, not competes with, our corporate web presence and our Virtual Learning Environments (e.g., Absalon).

The OER platform focuses on teaching and learning material and is reserved for content with an educational objective. Hence, it serves a different purpose than the video portal <u>https://video.ku.dk/</u> which is used by the UCPH Communications department for the (internal and external) communication sent out by the University as a collective entity.

Contributor use of the OER platform

As a contributor, you agree that you will not share anybody's personal data, unless the data subjects have given their consent, the data are anonymised, or if the personal data are publicly available already and will not undergo further/new data processing.

Read about personal data in teaching <u>here</u>.

As an active contributor, you also agree not to use the OER platform to:

- upload or knowingly link to any content that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- impersonate any person or entity or misrepresent your relationship with any person or entity;
- upload any content that may damage the reputation or goodwill of the University;
- upload any content for which you have, not obtained all necessary licenses and/or approvals and not cleared copyright permissions;
- upload any content which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party;
- upload content that would breach the General Data Protection Regulations (GDPR);
- upload any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- upload content that could be described as offensive (sexual harassment, denigration or bullying), as defined by the <u>University's Guidelines</u>

The University routinely monitors content on the OER platform. We will particularly target content that has been flagged as problematic, or whenever we receive notification that content is in violation of our terms of use.

We fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or locate anyone uploading any material in breach of the provisions of these Terms and conditions.

Accessibility

By agreeing to this policy, you agree that you will ensure the content you add is as accessible as possible for disabled users. <u>Find more information and UCPH's guidelines for web accessibility</u> (video and audio) here. General guidance and resources can be found <u>here</u>.

We are obligated by law to make videos on the OER website accessible. Hence, videos on the OER website must be texted; for this purpose, UCPH offers a texting service within Kaltura (REACH – <u>read</u> <u>more here</u>).

Copyright

We encourage staff and students to share their content under an open license (Creative Commons), with suitable modifications and safeguards, including appropriate attribution, and having obtained any permissions required from other participants or third parties whose intellectual property resides within the content.

Guidance on sharing content is contained within the <u>University Library Resources re. Copyright</u>, <u>the</u> agreement on copyright on teaching material at UCPH, <u>Guidelines for Online Teaching</u>, <u>UCPH's</u> <u>information page about OER</u>, and <u>Use of UCPH's name</u>.

For further advice on copyright, colleagues are encouraged to contact the university library's contact person <u>rarr@kb.dk</u>.

Kaltura Privacy Policy

Please read Kaltura's <u>Privacy Policy</u> for details of how the provider uses information about you.

Take down policy

We have the right to restrict access to, remove, or edit any material you have uploaded to the OER platform if such material does not comply with the provisions set out above.

How to report inappropriate content

If you believe content on the University's OER platform is unlawful or otherwise in breach of the <u>Terms of Use</u>, we strongly encourage you to make us aware of this. You can report an entry

(a) by using the "flagging" function provided for every entry, or

(b) by sending us an email (linked from the footer of the OER page).

Ad a. Flagging

If you "flag" an entry, choose one of four predefined categories:

- Violation of data privacy
- Offensive, inappropriate, or harmful content
- Copyright infringement
- Spam

You can add a more detailed description of the issue in the text field "Anything else to add?" and leave your name and contact information if you want us to get back to you.

Ad b. Notification via e-mail

If you send us an email, please include the following information:

- A description of the content, and why you consider it to be unacceptable.
- The exact title, owner's name, and internet location of the content (link) in enough detail to allow us to locate it.

On receipt of your complaint, the editorial team or the system administrator will:

- Make an initial assessment of its validity. This may involve consultation with relevant academic staff
- Notify the author of the substance of the complaint and give them an opportunity to respond
- If necessary, refer the complaint to the University's Legal Advisor or senior management for comment and advice.

The University will as far as possible try to resolve the issue quickly, amicably and to the satisfaction of all parties. The possible outcomes will be one of the following:

- Approval of the content
- Permanent removal of the content by the University
- Ban of the creator in case of repeated violations of the terms and conditions of use

Changes

The University reserves the right to amend or replace the Terms and Conditions at any time.