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EMMA PRIVACY POLICY and TERMS AND CONDITION OF USE

Complement to the D5.2

Release 2.0

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Executive Summary

This document complements the existing EMMA Privacy Policy document (see D5.2) and is the result of a benchmarking survey of other MOOC platforms, and the fruit of the previous experience of EMMA partners.

The EMMA team has developed a new release of the Privacy Policy (2.0), with further emphasis on data collection, treatment and security. They have chosen to present this document in the form of a Deliverable, thus acknowledging the contributions of the different partners and the work process involved. Within this deliverable wrapper, we include the actual text of the Privacy Policy that represents a formal agreement between EMMA and its Users. Users are asked to read this document in conjunction with the Terms and Conditions of Use at the moment when they register on the platform. Acceptance of this policy is an opt-in condition of registration on the EMMA platform. The basic legal framework for the document is the EU legislation (Data Protection Directive 95/46/EC) and the document has been overseen by the legal departments/representatives at four of the partner institutions.

The Document addresses **ALL USERS** on the EMMA platform, whatever their role, and so includes current EMMA partners, MOOC providers and tutors as well as learners.

This second 2.0 release of the EMMA Privacy Policy as set out in this Deliverable will be published on the EMMA platform on the Home Page and on the Registration page, and will be valid from that date until further notice.

For the sake of convenience for the user, we have included the EMMA Terms and Conditions of Use document as an integral part. The document is therefore organised in two sections: Privacy Policy and Terms and Conditions of Use.

PRIVACY POLICY

1. EMMA STATEMENT ON PRIVACY

EMMA (platform europeanmoocs.eu) is a MOOC platform developed under the European CiP framework. It is managed by the University of Naples Federico II on behalf of the original Consortium.

The purpose of this Privacy Policy is to explain how EMMA (“EMMA” “us,” “we,” or “our”) collects, uses and shares information about you through our Website, Services, and MOOCs.

This document addresses privacy aspects in EMMA, whereby EMMA refers to the platform and related services. EMMA collects different types of data from the user: personal information, log information and non personally-identifiable information, and information about the user learning experience.

EMMA platform and related services ensure that data is tracked and stored only for EMMA purposes and treated in accordance with the EU directive.

Before accessing the platform, users must be aware of the EMMA Privacy Policy, which informs and regulates data use and describes the purpose of EMMA monitoring services.

EMMA privacy policy is addressed to **ALL EMMA** users - in any role - when they register to the EMMA platform. EMMA has done all in its power to ensure that the Company providing the Hosting Services for EMMA has put in place all the requisite technical and organisational security measures to prevent unauthorised access to users’ personal information.

The Emma platform may contain links to external websites published by other content providers. These other websites are not under our control and we encourage you to review the privacy policies of each website you visit and use. Your use of our Website is also governed by our Terms and Conditions.

1.1 Definition of personal information

Personal information is information which you provide to EMMA which personally identifies you, such as your name, email address or other data which can be reasonably linked to such information. You provide this when you register for a course, or complete one of our learner surveys, or participate in our public forums or send us an email.

Emma acts in accordance with European legislation for collection and treatment of personal data, and in particular EMMA aims to follow the principles of the OECD Privacy Framework (OECD, 2013):

- Data should be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject;
- Personal data should be relevant to the purposes for which they are to be used, and to the extent necessary for those purposes. Data should be accurate, complete and kept up-to-date;
- The purposes for which personal data are collected should be specified not later than at the time of data collection;
- Personal data should not be disclosed, made available or used for purposes other than specified – except with the consent of the data subject or by the authority of the law;
- Personal data should be protected by reasonable security safeguards against loss or unauthorised access, destruction, use, modification, or disclosure;
- Information on the existence and nature of personal data, purpose of their use, and the identity and location of the data controller should be available.

Please read this notice carefully to understand what we do with the information you leave through your navigation in Emma.

If you do not understand any aspects of our Privacy Policy you can contact us at info@europeanmoocs.eu.

2. COLLECTION OF INFORMATION

2.1 Data collected in EMMA can be of two types:

- Data provided by the user, ie through registration forms, questionnaire, mail contacts etc.
- Data collected through the use of EMMA services, ie navigation, assignments, comment, and/or activity streams.
- When you publish content or information using the Public setting, be aware that you are allowing everyone, to access and use that information, and to associate it with you (i.e., your name and profile picture).

2.1.1 Personal information - when a user registers in EMMA platform, the following data is being collected and stored: name, email address, country of residence, native language, profession and date of birth. After filling in a profile, the following information is stored: location, gender, educational history or qualifications. Personal information is collected and used with the following purposes:

- to provide, maintain, protect and improve the quality of the Website and the MOOCs that EMMA offers; this includes conducting anonymised market research;

- to provide you with personalised feedback;
- to conduct evidence-based pedagogical improvements;
- for purposes of scientific research, mainly in the areas of technology-enhanced learning;
- to fulfil any contractual agreements between you and us (for example, when you register as a Learner in relation to the MOOC);
- to send you information (by email) about products and services which we think may interest you, email notifications and updates about the Website or MOOCs you are enrolled;
- to manage your account that you hold with us;
- to allow you to make full use of EMMA features and services.

Personal information is stored in secured servers. EMMA has put in place technical and organisational security measures to prevent the loss or unauthorised access of users' personal information (see Annexes).

2.1.2 Questionnaires - users of the EMMA platform are expected to fill three types of questionnaires: 1) the entry questionnaire to identify user expectations related to MOOCs and their previous experience of MOOCs; 2) the mini-survey with the aim of collect feedback related to certain MOOCs. Finally, 3) the exit questionnaire aiming at getting feedback about the EMMA experience as a whole. Surveys data are anonymized. The integration between descriptive data and opinions delivered may be used for users profiling. This does not mean that it is not possible to connect the data to a specific individual and to his/her identity.

2.1.3 Tracking - EMMA tracks most of your actions related to participation in our MOOCs, your performance in MOOCs and patterns of learning, for the aim of learning analytics. **Learning analytics** is designed for the EMMA platform to raise awareness of the learning and teaching process within MOOCs, and to provide feedback for MOOC designers and instructors.

2.1.3.1 Learning analytics in EMMA aims to establish a feedback loop for the MOOC instructors and facilitators and provide an overview of the course interactions in: a) an aggregated manner in the learning analytics dashboard within the EMMA platform and b) at a more detailed level as a retrospective analysis based on the facilitators' requests in the context of specific MOOCs.

2.1.3.2 Data subjects in EMMA, whose data has been collected, are the MOOC participants; this includes the MOOC authors/facilitators who have designed and delivered their MOOCs on the EMMA platform, and learners who participate in EMMA MOOCs.

2.1.3.3. The following data is collected in EMMA platform for the purpose of learning analytics:

- Access log to the servers
- User visits in different pages (lessons, units, assignments);
- User posts and comments in conversation tool;
- User posts and comments in blog;
- User submissions, results and comments in assignment functionality;
- User submissions of peer-assessment;
- Time spent on different activities.

2.1.3.4 Data pushed to the dashboard is mainly aggregated and does not contain personal information.

2.1.3.5 the MOOC facilitator dashboard enables teachers to visualise:

- Overview - aggregated view of the frequency and time spent by the participants on different actions in different lessons and units;
- Lessons - more detailed aggregated view under each lesson based on the frequency of user activity;
- Enrollment - Enrolled and unenrolled users. First and last name of the users will be displayed in that view, also the username, which is linked as an e-mail address;
- Activity stream - xAPI statements based overview of the 100 most recent activities in the specific MOOC context. Only users' first name is displayed to demonstrate recent activities of the participants;
- Social Network Analysis - Interactions between the MOOC participants are visualized with the first name.

2.1.3.6 the MOOC learners' dashboard enables learners to visualise:

- Progress - data related to the specific learner is visualised, data related to other MOOC participants is aggregated;
- Activity stream - xAPI statements based overview of the 100 most recent activities in the specific MOOC context. First name of user only is displayed;
- Social Network Analysis - Interactions between the MOOC participants are visualised with first name of user only.

2.2. EMMA can collect, store and use information that you voluntarily disclose to us through your learning journey. If you contact us, we may also keep a record of that correspondence.

2.3. EMMA may also collect data relating to your visits to the Website that can record your use of our Website and its MOOCs including, for example, details of how long you have used the Website and the MOOC.

2.4. EMMA may combine data that you have provided in your profile with other data collected from you while studying the MOOC and other users' data to provide you with a better learner support.

2.5. No individual learning analytics will be knowingly made available to other people outside the Platform.

2.6. We may also collect your computer IP address.

3. CONSENT

3.1. The EMMA platform is hosted on servers located in Iceland. Data concerning registration to the platform, platform language cookies, data related to MOOC enrollments and assignment results are all collected and stored on those servers. Since Iceland belongs to the European Economic Area (EEA), the EEA legislation on privacy and the protection of personal data has been implemented¹. To find out more about how EMMA servers are protected, please check the annexes to this document. However, some data - mainly concerning user monitoring (questionnaires, logs, tracking) may be stored in European Countries. In this case, data protection and security measures are covered by EU legislation (Data Protection Directive 95/46/EC).

3.1.1 You are asked for consent before any data is collected, in accordance with the European Union (EU) Data Protection Directive 95/46/EC.

3.1.2 Registration is not allowed without user consent to Privacy and Terms and Conditions policies.

3.1.3 The Website may, from time to time, contain links to the websites of third parties. If you follow a link to any of these websites, please bear in mind that these websites have their own privacy policies and that we do not accept responsibility or liability for any of these policies. Please check these policies before you submit any personal information to these websites.

¹ Iceland Act no. 77/2000 on The Protection of Privacy as regards the Processing of Personal Data; Icelandic Rules no. 837/2006 on Electronic Surveillance. Icelandic Rules no. 698/2004 on The Obligation to Notify and Processing which requires a Permit; Icelandic Rules no. 299/2001 on security of personal data; Icelandic Regulation no. 322/2001 on Management of Personal Information by the Police.

4. YOUR RIGHTS

4.1. You have the right to know what kind of data is being collected about you and for what purposes, how your data are processed, and this information must be available in a clear and understandable way.

4.2. You have the right to access, cancel or correct any information that we hold about you.

4.3. You have the right to unsubscribe from the platform and email communications.

4.4. You have the right to be treated with respect, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.

5. SECURITY

5.1. EMMA cares for your privacy, and procedural and technological measures are in place to protect your Personal Information. Such procedures protect the confidentiality of the Personal Information or user traffic that EMMA creates, receives, stores and transmits.

5.2. EMMA has done all in its power to ensure that the Company providing the Hosting Services for EMMA has put in place all the requisite technical and organisational security measures to prevent unauthorised access to users' personal information. As far as security measures under the direct control of EMMA are concerned, we ensure:

- Authenticated access control using a password or pin number - all administrator users accessing the system will be required to use passwords;
- Firewall measures;
- Security Socket Layer - SSL "Secure Sockets Layer" installed²;
- Regular back-ups of the system

5.2. EMMA protects all stored data from misuse and respects the rights of the data owners which are guaranteed by the European Union's (EU) Data Protection Directive 95/46/EC.

² The Secure Sockets Layer is a protocol that aims to allow the applications to transmit information in a secure and protected way. The applications that use the SSL certificates are able to manage sending and receiving of the protection keys, and encrypt and decrypt information transmitted using the same keys. In this way, all sensitive data that travels inside the platform maintains a heightened level of security. The same SSL certificate technology is used by EMMA partners when communication between different platforms is needed; this keeps the data transfer secure not only within the EMMA Platform but also when transferring data to and from the partner platforms.

5.3. EMMA protects all personal data no matter where it is sent, processed or stored, even outside the EU, and therefore must comply with the EU standard contractual clauses.

5.5. EMMA may disclose your Personal Information only:

- (a) if we are required to do so by law, regulation or other government authority or otherwise in cooperation with an investigation of a governmental authority;
- (b) to enforce the Emma Terms and Conditions of Use;
- (c) to protect the safety of users of the EMMA platform and services.

6. COOKIES AND SIMILAR TECHNOLOGIES

6.1. EMMA uses cookies. Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are used by our servers to identify the user and its device. We use cookies that look at the language of preference on the platform and content to help manage our personalisation tools, adapt to the user needs and improve the user experience. Informed consent on cookies is required by the so-called “Cookies Law” on the home page on the EMMA Platform.

Cookies features:

- **Cookie name(s):** `__utma`, `__utmb`, `__utmc`, `__utmv`, `__utmz` are for example the names of Cookies used by Google Analytics; `emmaLang` is the name of the Cookie used by Emma to identify user’ platform language in order to facilitate navigation.
- **Data stored:** A random unique number or string of letters and numbers to identify your browser, the times and dates that you interacted with the site recently and the marketing materials or referring pages that led you to the site.
- **Expiry:** Cookies expire 2 years after your last visit to the website. Others are deleted after 6 months, 30 minutes and the moment you close your browser.

6.2. EMMA uses Google Analytics. Google Analytics is a web analytics service provided by Google, Inc. (“Google”), to help us see how our website is used. The data collected by Google Analytics is used to analyse how frequently the same people revisit the Website, how the Website is found (from advertising or referring websites), and which pages are most frequently viewed. This information is combined with data from other users to create an overall picture of Website use.

7. CHANGES/MODIFICATIONS IN OUR PRIVACY POLICY

We will review our privacy policy from time to time. Our privacy policies are subject to change and modification. Any change, update, or modification will be effective immediately upon



posting on our Site. Any material change to this Privacy Policy will be made known by changing the effective date (located at the bottom of this page). An alert will also be published on the EMMA platform to inform users of any significant changes. Please return to this page periodically to make sure that you are up to date with the most current version of this Privacy Policy.

For any additional information please contact: support@europeanmoocs.eu
Effective as of 31/07/ 2016

TERMS AND CONDITIONS

8. TERMS OF USE

A. The following terms and conditions (“**Terms**”) apply to the provision and use of the massive open online courses (“**MOOCs**”) through the EMMA website (“**Website**”) either by you visiting and browsing the Website (hereinafter a “**Visitor**”), or registering with the Website as a student (hereinafter a “**Learner**”).

B. These Terms should be read alongside, and are in addition to, our privacy and cookies policies (“**Privacy Policy**”). Please read both these Terms and Privacy carefully as they govern your use of the EMMA website. By accessing the Website (by any means or device) and participating in its MOOCs, you agree that you have read, understood and agreed to these Terms and the Privacy Policy in full (each can be amended from time to time), whether you are a Visitor or a Learner. If you disagree to these Terms, you shall stop using the Website and its MOOCs.

C. In these terms, references to “we” or “us” are to EMMA consortium.

9. USE OF THE WEBSITE

3.1. By using this Website and its MOOCs (as a Visitor or as a Learner), you agree to comply with the Terms, the Privacy Policy and the Cookies Policy and all applicable local, national and international laws, rules and regulations.

3.1. EMMA does not allow for the registration of natural persons who are under the age of majority in their respective countries on its platform and shall be held exempt from any liability in the event that a minor enrolls on the Website.

3.3. Your use and access of this Website and its MOOCs is subject to the following conditions (“**Conditions of Acceptable Use**”), and you agree that your failure to comply with any one of these Conditions of Acceptable Use will constitute a breach of these Terms by you:

- a) You agree not to use and/or post content that defames, harasses or threatens any person;
- b) You agree not to use content that refers to illegal activities with the intent to commit such activities, or encourages others to commit such activities;
- c) You agree not to use content that infringes or misappropriates another's intellectual property rights, including, but not limited to, copyrights, trademarks or trade secrets;
- a) You agree not to use content that you do not have the right to disclose under contractual confidentiality obligations or fiduciary duties;
- b) You agree not to use material that contains obscene (i.e., pornographic) language or images;

- c) You agree not to use the Website or its MOOCs for advertising, promotional materials, or any form of commercial solicitation;
- d) You agree not to use content that otherwise harms other Learners or Visitors or the MOOCs;
- e) You agree not to use content that is unlawful or that violates any applicable local, state, national or international law;
- f) You agree not to use content that probes, scans, or tests the vulnerability of any system or network;
- g) You agree not to use content that breaches or otherwise circumvents any security measures;
- h) You agree not to use content that interferes with, or disrupts, any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any other user or part of the Website or its MOOCs;
- i) You agree not to use content that plants malware or otherwise uses the Website or its MOOCs to distribute malware;
- j) You agree not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without EMMA's expressed written consent; and
- k) You agree to not use this website for any purposes related to marketing without our expressed written consent.

10. LEARNER REGISTRATION AND ACCOUNTS

4.1. Any visitor can view the Website, but in order to participate in a MOOC, a Learner must register for a personal account on the Website (a "Learner Account") by providing your real name, and email address and password. You agree that you will not share or give access to your Learner Account with any third party for any reason.

4.2. In setting up your Learner Account, you may be asked to provide additional information, for example, your gender, date of birth and location, which qualifies as personal data. Additional information such as this may also be required to confirm your identity. EMMA protects your personal data in accordance to its Privacy Policy: your personal data won't be distributed to third parties without your explicit permission and consent.

4.3. You agree to provide accurate, current and complete information in relation to your Learner Account, and maintain it as such, at any time.

4.4. You acknowledge that if any information provided by you in relation to your Learner Account is misleading, inaccurate, not current or incomplete, we reserve the right to block, suspend or terminate your access and use to the Website and enrolment in its MOOCs.

4.5. Registered Users may opt out of the EMMA platform, thus losing User status, along with the rights and data associated with their account. Users may also cancel their participation at any moment in any course in which they have enrolled.

11. LEARNER CONDUCT

5.1. By registering with EMMA for a Learner Account, you agree:

- a) To register on the Website only once, and will not set up multiple Learner Accounts;
- b) That you will be the only one to use your Learner Account; and
- c) That you will not cheat nor share any solutions or answers to exams and homework relating to the MOOC.
- d) That you will not knowingly send any content that contains viruses, worms, Trojan horses, time-bombs, key-stroke loggers, spyware, adware or anything else that could harm the EMMA system.

5.2. If you are disqualified for any reason under any item of paragraph 1. or 2. above, EMMA may prohibit your access or participation on the Website and its MOOCs.

5.3. Any Learner acknowledges and accepts to comply with these Terms and any Additional Terms (whereby MOOC Providers may choose to impose additional terms to Use of their MOOC which are clearly stated in the Course Overview Licenses section).

12. LICENSE TO USE

6.1. With your compliance with these Terms, we grant you a fully revocable, worldwide, non-exclusive, non-transferable, non sub-licensable limited right and license:

- a) To access, internally use and display the Website and MOOC as an individual only at your location solely as necessary to browse and/or participate in the MOOC as permitted by these Terms and the Additional Terms, as the case may be; and
- b) To download permitted content from the MOOC so that you may exercise the rights granted to you by these Terms and the Additional Terms, as the case may be.

6.2. You agree to abide by all copyright or licence notices or restrictions contained on the Website and/or the MOOCs. You may not delete any attributions, legal or proprietary notices on the Website or the MOOC.

13. LEARNER CONTENT

7.1. In these Terms, “**Learner Content**” means all material (including, without limitation, text, comments, notes, posts, images, audio material, video material, audio-visual material, assignments, assessments, questions and feedback) that you submit to this Website and its MOOCs, for whatever purpose.

7.2. If you provide any Content, you hereby:

- d) Give a free license to EMMA to use and publish such Content in the Website or to use it for research or promotional purpose, and you are aware that it is in the public domain.
- e) Guarantee that the Content you published on Emma does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation.

7.3. By submitting any Content, you agree to comply with all laws applicable, in particular (but not limited to) with regard to online conduct and acceptable content or to the transmission of technical data exported from the country in which you reside.

7.4. You accept that we may make certain communications in relation to the Website and/or MOOCs requesting feedback from you about your general experience on the Website and or the MOOC you were enrolled in.

14. USE OF YOUR DATA AND CONTENT FOR RESEARCH

8.1. Issues regarding Privacy (Insert Link) and informed consent are detailed in our Privacy policy, which you need to read and agree to in conjunction with this.

8.2. EMMA will analyse Learner activity and content both for academic purposes and in order to provide better and adjusted services via the Website.

8.3. You agree to let EMMA conduct research studies and report on this in academic publications. Our research studies are subject to a code of ethics that include anonymous data about Website interaction and which may include Learner Content.

15. COPYRIGHT POLICY

9.1. Any content that is included in the Website or within the MOOCs that infringes the intellectual property rights of any third party will be removed from the Website as soon as such infringement is made aware to us.

9.2. If you are the owner of intellectual property rights, or are authorised to act on behalf of an owner, please write a notice email to: info@europeanmoocs.eu with the following information:

- f) A statement describing what you have found on the Website that represents an infringement of intellectual property rights;
- g) The country where your intellectual property rights are applicable;
- h) The title of the content concerned and the full URL for access to that content;
- i) A statement that explains how the content infringes your intellectual property rights;
- j) Your contact information (mailing address, telephone number and email);
- k) A statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law; and
- l) Your signature (electronic or physical).

9.3. If accepted, EMMA will remove the infringed material or access to it will be blocked.

16. LINKING TO OTHER SITES

10.1. The Website may contain links to other pages or other websites (“Linked Sites”), and those Linked Sites may contain content or offer products and/or services for sale.

10.2. We do not author, edit, control or monitor these Linked Sites. You agree that:
We have no responsibility towards these Linked Sites and
We do not control or endorse such Linked Sites.

10.3. We may remove any links to Linked Sites on the Website at any time for any reason.

10.4. We are not liable for any transactions conducted between you and any Linked Site.

17. EMMA INTELLECTUAL PROPERTY RIGHTS

EMMA grants intellectual property (IP) rights to the MOOC provider and/or MOOC author.

11.1. The Web Site and its different elements and contents, such as photographs, graphic designs, brands, logos and other distinctive signs, text, videos or software, as well as other contents eligible for protection, are the subject of intellectual and industrial property rights of the Owner, within the required scope, or of a third party. Use does not imply cession or transfer to Users of any intellectual or industrial property rights over the Web Site or its elements.

11.2. The online content and MOOC courses are covered by copyright laws and all such rights are reserved. You agree you have no rights in or to online content and courses IPR other than the right to use it in accordance with the terms of the Provider License Published on the website, specific IPR conditions may apply for certain parts (CC) depending on the decision of the author or provider of the materials.

18. INDEMNITY

You agree to indemnify EMMA, taken as a consortium, or any of its members, and undertake to keep EMMA, taken as a consortium, or any of its members, free from any and all claims, liabilities, expenses and damages, including reasonable attorneys’ fees and costs, made by any third party relating to or arising out of:

- m) Your use or attempted use of the Website and MOOCs in violation of the Terms;
- n) Your violation of any law or rights of any third party, or

- o) Information that you post or otherwise make available on the Website or through the MOOC, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

19. LIMITATIONS OF LIABILITY

Communication sent to or received from third party service providers are not endorsed, sponsored or approved by us in any way (unless expressly specified);

13.1. EMMA exercises great care with respect to the reliability and accuracy of the information and services that is offered through the Website. However, you acknowledge and agree that EMMA, taken as a consortium, or any of its members disclaim any and all liability for damages, whether direct or indirect and whether in contract, tort, or otherwise, resulting from the content of the information that is offered in the Website or the consequences arising from the use thereof. No rights may be derived from the information as it is rendered online and from (the use of) any services and advice offered, whether or not in exchange for payment. EMMA does not guarantee the faultless operation or uninterrupted accessibility to the web, Website(s) or the services offered online. The information that is provided can be changed at any time without prior notification. In no event shall EMMA, taken as a consortium, or any of its members be liable to you or any of your affiliates for any indirect, special, incidental, consequential, or exemplary damages, whether in contract, tort, or otherwise, even if we have been advised of the possibility of such damages and even if an agreed remedy fails in its essential purpose or is held unenforceable for any other reason.

13.2. Whilst we do all we can to ensure quality content, we provide the MOOCs on the Website with no warranty or representation that their content is accurate, complete or up-to-date or that they will meet your requirements. We make no warranty or representation that the Website does not infringe the rights of any third party. We accept no responsibility or liability for your use of MOOCs on the Website and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability therefore. We do not guarantee that any defect in the Website or MOOCs will be corrected.

13.3. The Owner does not control or guarantee the absence of virus or other elements in the contents that may alter its computer system (software and hardware) or the electronic documents and files stored in its computer system. To the greatest extent provided for in current legislation, the Owner is exempt from all responsibility for damages of any kind that may result from the presence of virus or other elements in the contents that may alter its computer system, or the electronic documents and files stored in its computer system.

20. RIGHT TO MODIFICATION OF TERMS AND CONDITIONS

14.1. We reserve the right to change or modify the Terms at our sole discretion at any time. Any change or modification to the Terms will be effective immediately upon posting by EMMA.

14.2. For any material changes to the Terms, we shall try and take reasonable steps to notify you of such changes or publish information in the Website. In all cases, your continued use of the Website and its MOOCs after publication of such modifications, with or without notification, constitutes binding acceptance of these modified Terms.

21. GOVERNING LAW AND JURISDICTION

15.1. These Terms and the relationship between you and us are governed by EU law to the maximum extent.

15.2. Any dispute related to, or in connection with, these Terms, shall be referred to the Courts of Brussels.

22. DISCLAIMER

The Emma project has received funding from the European Union's Competitiveness and Innovation framework Programme under grant agreement no 621030. The European Commission cannot be held responsible for any use of the information contained on the Website.

*If you have any questions about these Terms or wish to contact us for any reason please contact us at:
support@europeanmoocs.eu*

ANNEXES TO THE DOCUMENT

Annex 1: ISO CERTIFICATE OF HOSTING SERVICES PROVIDER

Annex 2: INCIDENT MANAGEMENT PROCESS AT HOSTING SERVICES PROVIDER

Certificate of Registration

INFORMATION SECURITY MANAGEMENT SYSTEM - ISO/IEC 27001:2013

This is to certify that:

Dade II
Valhallarbraut 868
Reykjanesbaer
235
Iceland

Holds Certificate No:

IS 593313

and operates an Information Security Management System which complies with the requirements of ISO/IEC 27001:2013 for the following scope:

The Information Security Management System relating to all employees, buildings, contractors, processes, equipment, facilities, and services necessary for the provision of secure data centre operations, focusing on un-interrupted electricity, cooling, and security at Asbru, Iceland. Customer owned and operated equipment is excluded from scope. In accordance with the Statement of Applicability v2.1, dated November 2015.

For and on behalf of BSI:

Frank Lee, EMEA Compliance & Risk Director

Original Registration Date: 14/01/2013

Latest Revision Date: 04/01/2016

Effective Date: 14/01/2016

Expiry Date: 13/01/2019

Page: 1 of 2



...making excellence a habit.™

Certificate No: **IS 593313**

Location

Dade II
Valhallarbraut 868
Reykjanesbaer
235
Iceland

Registered Activities

The Information Security Management System relating to all employees, buildings, contractors, processes, equipment, facilities, and services necessary for the provision of secure data centre operations, focusing on un-interrupted electricity, cooling, and security at Asbru, Iceland. Customer owned and operated equipment is excluded from scope. In accordance with the Statement of Applicability v2.1, dated November 2015.



Original Registration Date: 14/01/2013

Latest Revision Date: 04/01/2016

Effective Date: 14/01/2016

Expiry Date: 13/01/2019

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This certificate relates to the information security management system, and not to the products or services of the certified organisation. The certificate reference number, the mark of the certification body and/or the accreditation mark may not be shown on products or stated in documents regarding products or services. Promotion material, advertisements or other documents showing or referring to this certificate, the trademark of the certification body, or the accreditation mark, must comply with the intention of the certificate. The certificate does not of itself confer immunity on the certified organisation from legal obligations.

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.
An electronic certificate can be authenticated [online](#).
Printed copies can be validated at www.bsi-global.com/ClientDirectory or telephone +44 (0)20 89967033.

Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 845 080 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.



DADE2

March 16

2015

This document gives a detailed description of the Incident Management process from detection to resolution.

Incident
Management

Incident Management

Definition

An incident can be defined as any event which is not part of the standard operation of a service and which causes or may cause, an interruption to, or a reduction in the quality of that service.

Purpose/Objective

- To restore normal service as quickly as possible
- Minimise the impact on the business operation
- Maintain optimal levels of service quality and availability

Incident Logging

This is the formal documentation of all incidents that occur. It contains all details relevant to the incident from the point of the incident being opened to its closure.

Submitting an Incident

An Incident is dependent on the following info:

Unique reference number

Incident ID (ticket number)

Incident Originator

The person submitting the incident

Date/Time of Occurrence

Details of when the incident happened

Description of incident

All details describing the incident

Incident impact

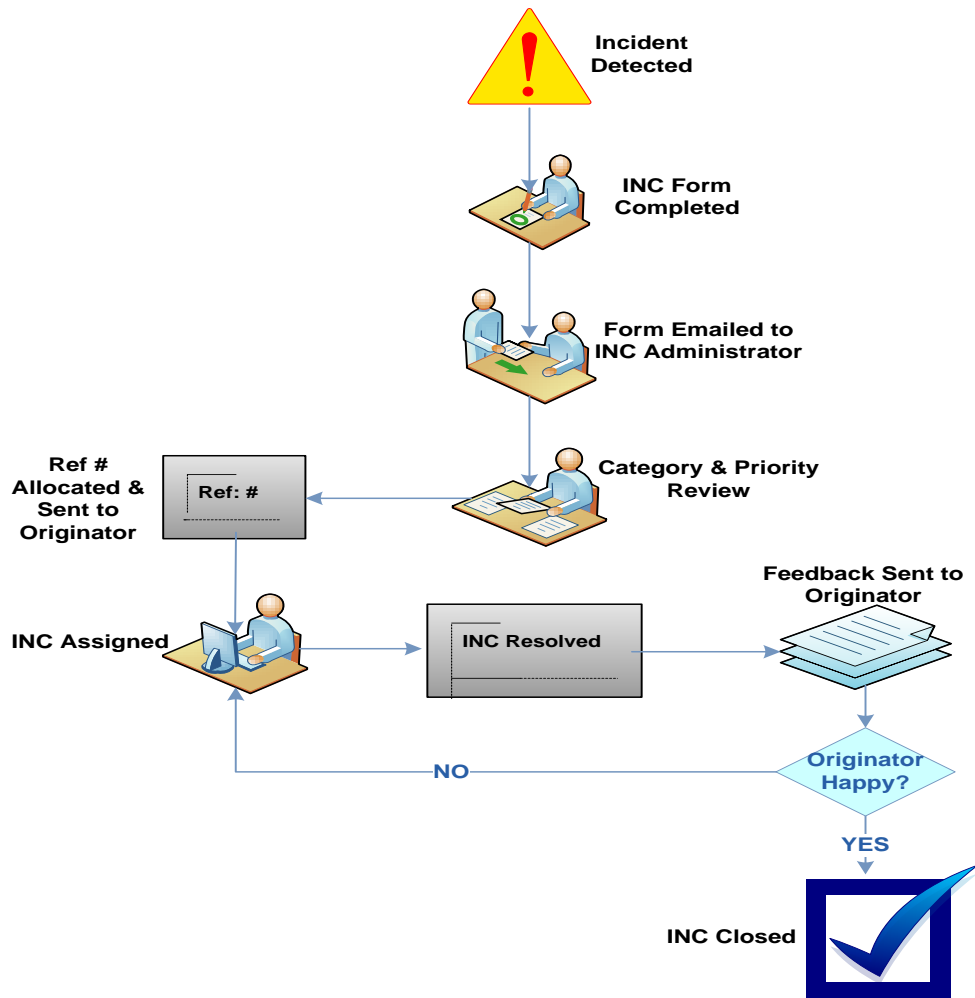
Impact of the incident on services, systems, users, financial, etc.

The Process

1. An Incident will be detected by a user, department or monitoring system
2. An Incident form will be completed and sent to the Service Desk using the support@dade2.net distribution group email address
3. The Incident Administrator will record all information on the Incident Report
4. The incident will be reviewed to determine the Category and Priority
5. A unique incident ref # will be allocated and sent to Incident Originator via email
6. The incident will be assigned to the relevant person/group (Assignee) responsible for resolving the incident, via email
7. The assignee will investigate and resolve the incident and conduct end user testing
8. The Assignee will send the completed incident to the Service Desk with resolution and root cause details
9. This information will be captured by the Service Desk onto the Incident Report
10. Feedback will be sent to the Incident Originator
11. The incident will be closed, once User satisfaction has been confirmed
12. The incident will be moved from "Open INC's" to "Closed INC's" on the Incident report

NB: The Assignee will communicate directly with the Originator, should there be any queries regarding the Incident

Process Map (refers to Incident Logging on Activity Process Map)



Incident Management Activities

a) Incident identification

- Work cannot begin until relevant parties have been informed that an incident has occurred
- All key components should be monitored so that failures or potential failures are detected early so that the incident management process can be started quickly

b) Incident logging

- All incidents must be fully logged and date and time stamped
- All relevant information relating to the nature of the incident must be logged so that a full historical record is maintained

c) Incident categorization

- Allocate suitable incident categorization coding so that the exact type of the call is recorded. This will assist with establishing trends
- Proper categorization assists with routing to the right team, and reduces the time utilized in restoring normal operation
- Assists also with determining the level of priority that an incident would receive

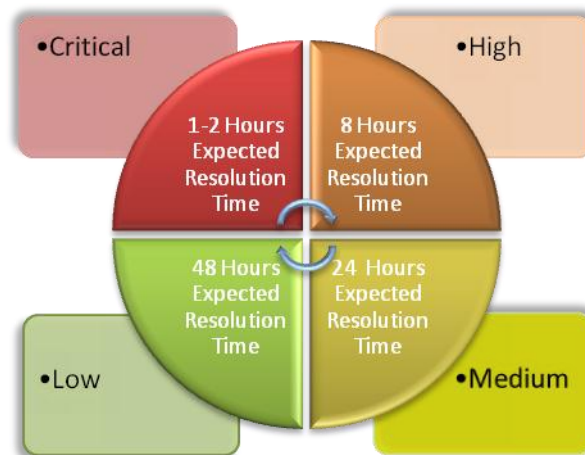
d) Incident prioritization

The primary factor in incident resolution is “*Prioritizing*”. Multiple incidents can occur at any given time, which would make a clear understanding of what is considered priority essential. This will also determine how the incident is handled both by support tools and support staff.

An incident’s priority can be determined by the following factors:

- **Impact:** what impact does the incident have on the business: users, revenue, processes and customers
- **Urgency:** can be determined based on the level of impact on the business or maximum acceptable delay time
- **Potential Cost:** possible cost incurred in the event of non-resolution
- **Disruption:** how service to the customer is affected

The below diagram shows the protocol to be used in determining an incident's priority based on impact and urgency:



A temporary workaround may change the priority level of an incident during its lifecycle and can result in the incident being closed, should service levels be restored to an acceptable level.

***The level of priority will be determined by the SD Manager**

e) Investigation and Diagnosis

A fault reported requires some degree of investigation and diagnosis. Each of the support groups involved with the incident handling will investigate and diagnose what has gone wrong – and all such activities (including details of any actions taken to try to resolve or re-create the incident) should be fully documented in the incident record so that a complete historical record of all activities is maintained at all times.

This function will include such actions as:

- Establishing exactly what has gone wrong or being sought by the user
- Understanding the chronological order of events
- Confirming the full impact of the incident, including the number and range of users affected
- Identifying the events that could've triggered the incident (e.g. a recent change, some user action?)

f) Resolution

When a potential resolution has been identified, this should be applied and tested. The specific actions to be undertaken and the people who will be involved in taking the recovery actions may vary, depending upon the nature of the fault.

g) Incident Closure

Check that incident is fully resolved and confirm with the user that resolution is satisfactory and that the incident can be closed. Also check that the categorization is correct, following the investigation and diagnosis, and update records where relevant. The incident can be closed, once confirmed.

! Please note the following:

- All incident forms must be completed correctly and with as much detail as possible.
- All incidents logged must have a title in the email subject field
- All supporting documents must be attached, where relevant (screenshot of error message, etc.)
- Incident forms not completed correctly will be returned to sender

Incident Management Activity Map

