

## Jorum2 Terms of Service

### 1. Introduction

1.1 These terms of Service will apply to the Service constituted by the Jorum repository, the [Jorum Community website](#) and the [Jorum website](#) (hereafter referred to jointly as Jorum2) to be operated jointly by EDINA and Mimas the UK National Data Centres (NDCs) (hereafter referred to as the Service Provider). Jorum2 will be launched during the academic year 2009/2010. From June 2009, an OER Deposit Tool is available. Registered users have a facility to deposit content which will subsequently be made available through the JorumOpen collection in the Jorum2 Service [see paragraph 1.2]; whereby both the depositor and user will be subject to these Terms of Service (as well as the terms of the licence between the depositor and the user). Use of the OER Deposit Tool is subject to these Terms of Service but content deposited using this tool will not be published and will not be available to any Users before the Jorum2 service is launched.

Jorum2 is sponsored by the Joint Information Systems Committee (JISC) on behalf of the Higher Education Funding Council of England (HEFCE). The principal contact addresses of the NDCs, JISC and HEFCE are:

- EDINA, The University of Edinburgh, Causewayside House, 160 Causewayside, Edinburgh, Scotland, United Kingdom, EH9 1PR
- Mimas, Kilburn Building, The University of Manchester, Oxford Road, Manchester M13 9P
- JISC, University of Bristol, 3rd Floor, Beacon House, Queens Road, Bristol BS8 1QU
- HEFCE, Northavon House, Coldharbour Lane, Bristol, BS16 1QD

1.2 Jorum2 will be a service consisting of three separate collections: JorumOpen, Jorum Education UK, and JorumPlus. JorumOpen will be a collection of content whose creators and owners are willing and are able to share their content on a worldwide basis under the terms of a Creative Commons (CC) licence. Jorum Education UK will be a collection whose creators and owners prefer to and are able to share their resources with the UK education sector under the terms of the Jorum UK Licence. Jorum Plus will contain content whose creators and owners and users have special requirements not catered for in the JorumOpen or Jorum Education UK licensing regimes; typically, involving restricted terms and conditions.

The purpose of Jorum2 is to:

1.2.1 enable the sharing, reuse and repurposing of learning and teaching resources ("Resources"), doing so as a JISC-sponsored, online, repository service that supports policy, practice and productivity in learning and teaching in the UK and beyond;

1.2.2 support knowledge sharing and discussion about all aspects of sharing, reuse and repurposing of learning and teaching resources by providing the Jorum Community website to enable registered users to contribute messages, reviews, ratings, add metadata, and participate in online discussions etc. (all of which content is hereafter referred to as "Contributions").

1.3 Jorum2 may be accessed at different levels by Ordinary Users and Registered Users. An Ordinary User is anybody with a networked computer anywhere in the world who wishes to access Jorum2. A Registered User is an identified individual who is affiliated with a UK Higher or Further Education Institution or other institution approved by JISC who has provided the required personal information. (The terms 'Users' and 'All Users' refer to both Registered Users and Ordinary Users). Ordinary users can simply browse Jorum and view and download content in the JorumOpen collection. The full potential of Jorum2 may be experienced only by Registered Users. A Registered User may: interact with other users; develop and submit Resources and Contributions for publication; access content in the Jorum Education UK collection; and those resources within JorumPlus that s/he is authorised to use. On registering, a user must provide the Service Provider with some personal information. Details about how the Service Provider will use this personal information are documented in the Privacy Policy. Users should read the [Privacy Policy](#) before registering.

1.4. The Service Provider reserves the right to disclose the identity of Registered Users to third parties who claim that material contributed infringes their rights (e.g. their privacy or IPR rights).

1.5 The Service Provider reserves the right to disclose criminal activity (e.g. breach of the Computer Misuse Act 1990) to the relevant authorities.

1.6 The Jorum OER Deposit Tool is offered free of charge and its use is subject to these terms of Service. The Jorum2 Service will be made available free of charge to Registered Users and Ordinary Users and its use, including for deposit of Resources and Contributions, will also be subject to these Terms of Service.

To use Jorum2 and the Resources and Contributions contained therein Registered Users and Ordinary Users are required to read and accept these Terms. By using the Jorum2 Service in any way, Registered Users and

Ordinary Users agree to be bound by these terms, which shall take effect immediately on their first use of the Jorum2 Service. Anyone who does not agree to be bound by all of the following terms is not permitted to deposit, access, use and/or contribute to Jorum2.

1.7 By submitting resources to Jorum2 (or the Interim Deposit tool), Registered users grant permission to the Service Provider to make these resources available through the Jorum2 Service. Registered users will licence their deposited content directly to other Users by means of one of a range of licences as follows.

1.7.1 Registered Users may licence content to other users of Jorum2 using: : any licence in the [Creative Commons UK suite of licences](#) the Jorum Education UK licence; or, where appropriate, a JorumPlus licence.

1.7.2 Registered Users making Contributions to the repository and the Jorum Community website hereby license those for use under a [Creative Commons Attribution Non-Commercial V2 UK](#) licence

1.8 The Service Provider may update these Terms of Service (including Privacy Policy and the Takedown Policy) from time to time. Changes will have immediate effect from the date of posting on this website. All Users should therefore review these Terms of Service regularly. A User's continued use of Jorum after changes have been made will be taken to indicate that they have accepted and are bound by the updated Terms of Service.

1.9 Information and content available in Jorum2 is provided in English, which is the home language of Jorum2.

## **2. Conditions of Use of Jorum2**

2.1 Users may:

2.1.1 access and use Jorum2; and,

2.1.2 use the Resources and Contributions available via Jorum2 subject to the terms of the Relevant Licences. All Users must read the Relevant Licences in full before downloading or otherwise making use of the Resources. Any User who does not agree to be bound by a Relevant Licences should not use the Resource to which it applies.

2.2 The Service Provider may at any time, without notice, revoke the rights granted in these Terms of Service.

## **3. Conditions of Use - Submission of Resources and Contributions to the Jorum Repository and the Jorum Community website**

3.1 A Registered User may submit Resources for publication in the Jorum2 repository under the terms of a Relevant Licence. Instructions on how to submit Resources to Jorum2 will be available from the Jorum2 website. Instructions on using the OER Deposit Tool are available on the [Jorum Website](#). By depositing content in Jorum2 and selecting a Relevant Licence, a Registered User thereby licenses the deposited content to other Users of Jorum2 on the terms of that Relevant Licence.

3.3 By submitting any Resource or Contribution for inclusion or publication in Jorum2 you confirm that:

3.3.1 it is not defamatory or obscene;

3.3.2 it is not in any way illegal and does not infringe any law or any person's rights;

3.3.3 it is your own work or you have the permission of the copyright holder to publish it in Jorum2 and it can lawfully be published in Jorum2; and

3.3.4 if you have included any material owned by a third party, you have properly attributed that party and you have secured the permission of that party to include their material so that it may be used in the manner described in these Terms of Service and in the Relevant Licence that you have selected;

3.3.5 the Resource or Contribution is not, as far as you are aware, the subject of any dispute or court proceedings.

3.3.6 you will allow the Service Provider and all users of Jorum2 to use your Resources and Contributions under the terms of the Relevant Licence;

3.3.7 These terms imply no transfer of copyright and this permission is not exclusive. The copyright owner may continue to distribute or licence their content in any way;

3.4 The Service Provider cannot promise nor guarantee that any or all of the Resources or Contributions submitted to Jorum2 will be published through Jorum2. The Service Provider reserves the right, at its discretion, to delete materials from Jorum2 at any time.

3.5 The Service Provider will respond to requests that content be removed from Jorum2 in line with the [Jorum2 Takedown Policy](#).

3.6 By submitting Resources and Contributions to Jorum2, a Registered User confirms that she understands and accepts that these Resources and Contributions will be available for others to see, download and use.

3.7 By submitting Resources and Contributions to Jorum2 and by using Jorum2 to view or download resources or for any other purpose, Users must not:

3.7.1 do anything which may cause (whether on purpose or not) the introduction or spread of a virus;

3.7.2 post any inappropriate messages (including outside the scope of any relevant discussion topic). A User may not for example post advertisements or chain letters or repeat irrelevant or identical messages or content or make any statement that is untrue or misleading;

3.7.3 impersonate another person;

3.7.4 infringe the rights of the Service Provider or of any other user or third party; and

3.7.5 use Jorum2 unlawfully at any time.

3.8 Unauthorised use of Jorum2, or breach of these Terms of Service (including the Relevant Licences) may give rise to a claim for damages and/or be a criminal offence.

#### **4. Rules of Use – Acceptable Behaviour**

4.1 A range of users will be accessing and using Jorum2. Any Resources or Contributions submitted must be thoughtful and considerate to others. The Resources and Contributions submitted by Registered Users must:

4.1.1 be civil, i.e. not rude;

4.1.2 be constructive, i.e. not intended to disrupt, offend or abuse anybody including but not limited to other users;

4.1.3 be lawful and not deliberately provocative, i.e. they should not be racist, sexist, homophobic, defamatory, profane, obscene, harassing or otherwise objectionable and they should not contain any content that infringes the rights of another person, e.g. copyright or trademark;

4.1.4 be relevant and useful, i.e. users should not use the facility to post spam or content that is unrelated to the discussion or content to which it is attached.

4.1.5 be non-commercial and non-promotional, i.e. the facility should not be used to post advertisements or promotional material;

4.1.6 be authentic, in submitting content no user should impersonate another person.

4.2 not contain any material which is misleading, untrue, false or in any way unlawful.

4.3 Any User who becomes aware of any material in Jorum2 which does not comply with these Terms is asked to report this breach to the Service Provider. (Choose 'Report misuse of Jorum' in the drop down list at the top of the [feedback form](#). (Provide details of where the misuse exists - including the web address and title of page).

4.4 The Service Provider reserves the right to close a Registered User account without notice if use of that account appears to breach these Terms of Service or if attempted communications by the Service Provider remain unanswered. Where an account is closed, the Service Provider may, at its discretion, inform the user of the reason by email.

#### **5. Our and Third Party Proprietary Materials**

5.1 In addition to contributed content, Jorum2 contains proprietary materials which are owned by or licensed to the Service Provider and which are not subject to the Relevant Licence or the Creative Commons Attribution Non Commercial Licence. Any content not explicitly licensed under the terms of a Relevant Licence should be assumed to be proprietary. Such content will include (but is not limited to) logos and trading names (including but not limited to the trademarks Jorum, EDINA, Mimas and JISC), certain text, photographic and video images, sound recordings and the design, layout and appearance of and graphics

contained within Jorum. These proprietary materials are protected by intellectual property rights and their unauthorised use is prohibited.

## **6. Accuracy of Content and Information**

6.1 Some of the information and content used in Jorum2, particularly that located within the Jorum2 Community website, is provided by other users, members of the public and other third party organisations. Although the Service Provider reserves the right to monitor information and content submitted and may take some steps to check that the same complies with the Conditions and Rules of Use set out in paragraphs 3 and 4 above, it cannot confirm that any Resources or Contributions are accurate or up to date. By using Resources or Contributions in Jorum2, any User acknowledges that information and services offered via Jorum2 may include inaccuracies and/or typographical errors.

6.2 Furthermore, the Service Provider does not guarantee that information contained on or available via Jorum2 will continue to be accurate during the time of systems failure. By using such information, any User confirms that they have not relied on any such information and that any arrangements made between that User and any other person, using or named on Jorum2 is entirely at their sole risk and responsibility.

6.3 Information contained in or accessible via Jorum2 changes on a regular basis. The Service Provider may make improvements or alterations to Jorum2 at any time and without notice.

6.4 If any links to other websites appear in Jorum2 or in Resources or Contributions in Jorum2 the Service Provider accepts no responsibility or liability for the content of that website (whether under the control of the Service Provider or otherwise). Any link is not intended to be, nor should be construed as, an endorsement of any kind by us.

6.5 Should Jorum link to other websites the Service Provider will try to make it as clear as possible that the User is leaving Jorum2. It is the responsibility of the User to check the terms and conditions and privacy policy on any other websites that they visit.

## **7. Liability**

7.1 The Service Provider does not guarantee that:

- 7.1.1 use of Jorum2 will be compatible with all hardware and software,
- 7.1.2 use of Jorum2 will be uninterrupted or error or virus free,
- 7.1.3 use of Jorum2 will deliver any specific outcome for its users, or
- 7.1.4 defects in Jorum2 will be corrected.

All Users must take appropriate steps to ensure that they regularly check for viruses when using Jorum2 or Resources downloaded from Jorum2 on any device.

7.2 Inclusion in Jorum2 of Resources and Contributions submitted by Users of it or other third parties does not constitute or imply any endorsement, authorisation or recommendation by the Service Provider in relation to that material or of any opinions or other statements made within it. The Service Provider can neither monitor nor enforce compliance of third party content with all applicable laws and regulations.

7.3 All Users must ensure that their use of Jorum2 and their Resources and Contributions comply with the local laws to which they and the use of Jorum2 may be subject. In accordance with paragraph 7.4 below, the Service Provider cannot accept liability where a User breach a local law.

7.4 The Service Provider makes no statement about the suitability of the Resources, Contributions, information and services contained on, or accessed via Jorum2. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest extent permitted by law. For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties.

7.5 The Service Provider further excludes to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by a User or any third party and arising out of or in any way connected with the use of Jorum2 or the Resources or the Contributions, whether based on contract, tort, strict liability or otherwise.

7.6 The User will defend, indemnify and hold harmless the Service Provider, its affiliates and its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by that User of these Terms (including the Relevant Licences).

## 8. Complete Agreement

8.1 These Terms (including the Relevant Licences), the [Jorum2 Privacy statement](#) and the [Jorum2 Takedown Policy](#) contain all the terms applicable to use of Jorum2 by any User. Nothing contained in Jorum2 is intended to be nor should be construed as an offer by the Service Provider to enter into a contractual relationship with a User or anyone else, except on these Terms.

## 9. Jurisdiction and acceptance of these Terms

9.1 These Terms and any dispute in relation to the materials available from Jorum2 will be governed by English law. The English courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms or use of Jorum.

9.2 A User's continued use of Jorum2 indicates their acceptance of these Terms.

## Acknowledgement

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