

Appendix No. 1 to Resolution No. 426/2020 of the Senate of the University College of Enterprise and Administration in Lublin of 30 June 2020

Terms of use of the Distance Learning Platform Of the University College of Enterprise and Administration in Lublin

§ 1

Introduction

The scope of the present Terms of use includes regulations relating to the Distance Learning Platform of the University College of Enterprise and Administration in Lublin.

§ 2

Definitions

The following terms used in the present Terms of use have the meanings as set forth below:

- 1) University College - the University College of Enterprise and Administration in Lublin;
- 2) distance learning, distance education, e-learning - teaching process in which knowledge is transmitted with the use of information technology and communication as well as interaction between the participants in its entirety or in part is done using electronic means, including those working in real-time;
- 3) Distance Learning Platform - the information technology system of the University College of Enterprise and Administration in Lublin intended to support the learning process by applying the methods and techniques of distance learning;
- 4) e-learning course, course - a form of classes conducted using the methods and techniques of distance education, which was made available at the educational platform of the University College;
- 5) account - a way of accessing the Distance Learning Platform with its resources, record of progress, and authorizations, uniquely identified by the login;

- 6) registration - the act of creating the account made by the administrator that allows the User to access the e-learning platform via the Internet;
- 7) User - an e-teacher or e-student, the holder of the account that uses the Distance Learning Platform;
- 8) e-teacher - the User with the status of a university teacher or lecturer with the authorizations allowing to carry out teaching activities on the e-learning platform;
- 9) e-student - the User with the status of a student, listener, or participant in specialized training, who is enrolled for the classes;
- 10) user account - a set of data associated with the User, such as personal data, e-mail address, etc. that are stored on the e-learning Platform solely for the purpose of communication when conducting educational activities and providing information;
- 11) authorization - the range of actions the User can perform on the Distance Learning Platform;
- 12) services - maintenance services related to User support, creating safety backups, and dealing with the malfunctions of the Distance Learning Platform.

§ 3

Users of the WSPA Distance Learning Platform

1. Students, listeners, participants in specialized trainings as well as academic teachers are the Users of the Distance Learning Platform of the University College.
2. Additionally, members of non-academic staff of the University College may also be the Users of the Distance Learning Platform.
3. The administrator of the Distance Learning Platform, or a person authorized by him/her, is the person responsible for setting up Distance Learning Platform User accounts and granting appropriate authorizations.

§ 4

Administration of the WSPA e-learning platform

1. The administrator of the Distance Learning Platform, in cooperation with the IT Department, is responsible for the proper functioning of the platform.
2. Considering the functioning of the platform, the range of tasks of the Platform Administrator and IT Department includes:
 - 1) administration of the Distance Learning Platform,
 - 2) providing the IT and technical infrastructure for conducting courses,
 - 3) technical support for Users related to the use of the e-learning platform,
 - 4) technical support for the e-teachers in the preparation of teaching materials published on the e-learning platform.

§ 5

The resources of the WSPA Distance Learning Platform

1. Materials and teaching aids are published on the e-learning platform.
2. Materials and teaching aids are published in the courses managed by the e-teachers.
3. Courses on the e-learning Platform are organized by categories reflecting the organizational and educational structure of the University.
4. E-learning courses, conducted in parallel to the ongoing courses taught in the traditional manner, support other education methods and can be run in particular in the form of:
 - 1) teaching materials published on-line, including syllabi for the subjects, summaries, assignments, tests and educational content (publications, manuals, graphics, animations, audio/video materials, links to web pages containing materials, etc.);
 - 2) online classes, including group projects, real-time communication (video conference) and delayed communication (discussion forums), problem-solving, etc.;
 - 3) consultations and other forms of academic activities provided for in the university academic activities;

- however, in the case of the courses offered as full-time or part-time studies the final verification of the learning outcomes must be done in the course of direct contact of the teacher with the student within the University College premises.

§ 6

Exclusion of liability

1. The Administrator of the e-learning Platform and the IT department are not responsible for the consequences of unforeseen malfunctioning of the e-learning platform and the disclosure of login information to third parties, regardless of the reason for such disclosure.
2. Platform administrator and the IT department reserves the right to suspend or remove an account if they deem it appropriate.
3. The User is not entitled to any claims arising from temporary suspension of the operation of the account or its closure.

§ 7

General rights and obligations of Users

1. User accounts on the e-learning platform are created using the databases of the unit of the University College competent for the employee matters and those of the deans' offices.
2. The right to use the Distance Learning Platform ceases:
 - 1) in the case of academic and non-academic staff - at the time of the termination of the employment or the termination of other legal relationship on the basis of which the employment took place;
 - 2) in the case of students - at the moment of losing the status of the University College student.
3. The User agrees not to disclose his/her account to third parties and to refrain from any action enabling access to educational materials to unauthorized persons.
4. The User using the e-learning platform is obliged to read the contents of these Terms of use and to comply with the provisions contained therein.

5. By starting to use the Distance Learning Platform the User accepts the content of the Terms of use for using the e-learning platform, privacy policy and the use of "cookies" by the Distance Learning Platform www.puw.wspa.pl.
6. Each User is required to use the Distance Learning Platform in accordance with the privacy policy and to use "cookies" in the Distance Learning Platform www.puw.wspa.pl.
7. In particular, the User is obliged to:
 - 1) Secure the devices, which are used to connect with the aforementioned platform by setting a security password to prevent unauthorized third-party access to sensitive data;
 - 2) not to post their work on a public forum but to communicate it directly to the academic staff conducting the class;
 - 3) communicate grades individually to respective students using the platform or e-mail addresses. It is not allowed to publish grades on a public forum.
8. It is forbidden for students and listeners to place on the e-learning platform of the University College materials, data and information (including links referencing to them) other than the work, materials, data and information directly related to the activities carried out in the course of the training, which were posted on the e-learning platform as the response of the student or listener to the task assigned by the teacher.
9. Notwithstanding of paragraph 8 above, the students and listeners are prohibited to: take any actions, including posting on the e-learning platform of the University College any materials, data and information that could constitute a manifestation of competitive activity to the activity of the University College of Enterprise and Administration in Lublin; post on the e-learning platform of the University College links referencing to materials, data and information referred to in paragraph 8.

§ 8

Organization of the e-learning courses and classes

1. E-learning courses and classes may be implemented in the following modes:
 - 1) traditional courses, partially supported by the materials and tools as well as e-learning classes,

- 2) mixed courses, in part using traditional educational methods and classes and in part methods typical of e-learning,
 - 3) fully e-learning-based courses.
2. The necessary condition for the e-teacher to conduct e-learning classes is the confirmation of completion of the training relating to the use of e-learning platform and the creation of e-learning courses, conducted by a WSPA staff member responsible for the process of distance learning.
3. The necessary condition for the e-student to participate in classes carried out in the e-learning form is the completion of the training relating to the participation in classes conducted with the use of the Distance Learning Platform, carried out by a WSPA staff member responsible for the process of distance learning.

§ 9

Personal data protection

Personal data of the Users of the WSPA Distance Learning Platform are collected and processed in accordance with the applicable ordinance by the Rector regarding the personal data protection, privacy policy, and the use of "cookies" by the Distance Learning Platform www.puw.wspa.pl.

§ 10

Revision to the Terms of use

1. These Terms of use come into force on the day of signature.
2. Any doubts regarding the contents of the Terms of use will be resolved by the Chancellor.
3. All issues not covered by the present Terms of use will be settled pursuant to the provisions of general law and internal normative acts of the University College.
4. Any amendments to the Terms of use will be communicated immediately by the University College to the User via the Distance Learning Platform.

5. If within 7 working days from the announcement of changes in the Terms of use the User does not submit, as a return e-mail, the statement refusing to accept the changes in the regulations, it is assumed that the User has accepted the content of the new Terms of use.

6. The refusal to accept the amendments to the Terms of use is understood as a resignation by the User from using the PUW Platform and results in blocking and deleting the User account.

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Rektor

