

## PoCA's terms of use - PORTAL DE CURSOS ABERTOS OF THE FEDERAL UNIVERSITY OF SÃO CARLOS FOR COURSES PROPONENTS

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Welcome to PoCA - Portal de Cursos Abertos of UFSCar!

### 1. PoCA's description.

The Open Courses Portal (Portal de Cursos Abertos) – PoCA is a free and open distance learning platform available in the Moodle Online Learning Page (Ambiente Virtual de Aprendizagem Moodle), whose activities integrate the extension program of same name, administered by the General Distance Learning Office (Secretaria Geral de Educação a Distância) of the Federal University of São Carlos (UFSCar), registered in the UFSCar's Extension Vice-Presidency by the number 23112.002203/2018-14. The courses available on PoCa provide academic training and upgrading in various fields, in addition to those aimed at promoting innovation in the teaching and learning processes. The courses are: massive, since they can be taken by a significant number of people; free, since no payment is required; online, since internet connection is necessary; long-distance, since no on-site classes are considered; open, since anyone, be them in Brazil or abroad, are able to enroll.

The certificates by UFSCar, regarding the completion of any course hosted in the platform, will be issued within the category of extension activity, in accordance to item 7 of this term.

The registration of your account, your participation and course completion in PoCA do not imply any bond to UFSCar, neither in undergraduate nor graduate courses, whose admissions have their own processes.

We are not considering any mentoring to PoCA's courses. However, assistance (e.g. mentoring) may eventually be provided by a professor to some courses. You must check on this in the courses description section available in the portal.

The approach that defines the design of the courses in PoCA is based on two principles: one is known as microlearning, and the other is known as self-directed learning. Microlearning is a distance learning method that provides specific content learning through concise processes. It usually implies delimited content selection and no time consuming activities. We recommend the course load to range between 5 to 10 hours long. The concise and small lessons tend to enable larger content intake and personalized learning, since the student can choose specifically the topics of their interest. On the other hand, the self-directed learning encourages students to engage with or without assistance in making their own content choices as well as self-assess their learning needs that might include knowledge, abilities and competence, in various technologies and media.

However, other approaches can be employed in available courses, since they continue featuring core characteristics of being massive, open, online, free and long-distance.

The courses offered at PoCA are open indefinitely, so the participants can attend them at any time, within their interest and availability. Therefore, it is not possible to inform on the certificates the start and the end dates of the courses. It is issued on the certificate: course's name, participant's name, final grade, syllabus, credit hours and the date it has been issued.

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PoCA is open to courses submissions from the UFSCar Community and from other higher education institutions. The courses will be supervised by SEaD-UFSCar, and periodically evaluated in order to collect information, which will be used to improve the courses and PoCA, based on specific criteria and procedures.

## **2. User agreement and conduct rules online.**

Please, read and agree to these terms of use to submit and insert courses in UFSCar Open Courses Portal (Portal de Cursos Abertos) – PoCA.

2.1. These terms of use are an agreement between you – the user and proponent – and the Federal University of São Carlos (UFSCar), through the General Distance Learning Office (SEaD). The agreement to the terms and conditions contained herein is compulsory to submitting courses in PoCA. For further clarification on these terms, write to [contato@poca.ufscar.br](mailto:contato@poca.ufscar.br). SEaD reserves the right, at its discretion, to update or revise these terms of use. Please ensure you read the terms of use periodically to provide due familiarity to the latest versions. Any sort of right concessions or benefits to third parties is never to be considered.

2.2. By submitting and inserting courses in PoCA you abide by all of the conditions contained herein these terms of use, therein the code of ethics and all international, national, federal, state and local laws, rules and regulations, including copyright laws and any others related to the conveyance of technical data exported from their country of residence and all Brazilian export control laws. PoCA neither endorses the content of any of your communications, including your posts, what you share and what you comment on in PoCA, nor assumes any responsibility for those communications. As a user, you agree to be responsible in the use of the platform.

2.3. Submitting and inserting courses in PoCA require the premise of neither damaging, disabling, overloading or jeopardizing attempt of any sort to any of the SEaD and UFSCar servers nor otherwise attempt to interfere with the networks connected to any of the SEaD and UFSCar servers or with the proper function and application of the Online Learning Environment (AVA). You agree not to attempt to obtain unauthorized access to the platform, computer systems or to the networks connected to any of the SEaD and UFSCar servers by neither data mining, password tracking/tracing nor by any other means. You agree not to attempt to obtain material or information stored in the

platform, in its servers or associated computers by any means other than the ones purposefully available through PoCA.

2.4. Your courses may provide links to third-party websites over which SEaD-UFSCar has no control or ownership. SEaD-UFSCar has neither control nor responsibility for those third-party website's content and privacy policies/practices. Also, SEaD-UFSCar neither can nor will censor or edit third-party website's content. By submitting and inserting the courses you explicitly exempt SEaD-UFSCar from any liability deriving from the usage of content hosted on third-party websites. SEaD-UFSCar strongly advises you to acknowledge the terms of use, requirements and privacy policies of all the third-party websites you may come to make available through PoCA.

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### **3. Creating and canceling your account in Portal de Cursos Abertos - PoCA.**

3.1. In order to submit and insert courses, you will need to create an account in Portal de Cursos Abertos - PoCA, which deploys the Moodle Online Learning Environment (AVA-Moodle). The enrollment in the courses remains with the party concerned once they log in. By registering, you undertake the responsibility to supply the system with precise, thorough and authentic personal data. Under no circumstance you will be permitted to use or attempt to use another person's account to register or access AVA-Moodle. As a course proponent you are in charge of editing in the classroom assigned to your course. You are solely responsible for the activities on your account, as well as for your password to be kept safe and confidential. You must immediately contact SEaD-UFSCar by [contato@poca.ufscar.br](mailto:contato@poca.ufscar.br) upon any safety violation or unauthorized access to your account.

3.2. Although SEaD-UFSCar holds no responsibility for any loss or damage deriving from an eventual unauthorized access to your account, you might as well be held responsible for any loss or damage that SEaD-UFSCar comes to endure on behalf of an eventual unauthorized access to your account.

3.3. SEaD-UFSCar will inform the user who comes to violate any of the requirements herein these terms of use, and reserve the right to cease access to the regular infringer who features more than one notice on their infringing activity.

3.4. SEaD-UFSCar is entitled to, at its discretion, remove any courses that come to violate these terms of use.

### **4. General usage – Permissions and Restrictions.**

By means of these terms of use, SEaD-UFSCar grants you permission to submit courses, enter content and specify the assignments and tests for the students that might come to enroll in them, ensuring that:

4.1. You agree to not use or launch any automated system including, but not limited to robots, spiders or offline readers to send more requests to SEaD-UFSCar’s servers with a length of time than the amount likely to be humanly viable through a conventional browser.

4.2. You agree to neither collect or gather any personal information, including account and service names nor use the platform communication systems (e.g. comments on forums, messages, etc.) for commercial and profit-making activities.

4.3. By using the platform, you comply with all the international, national and regional applicable laws and regulations.

4.4. SEaD-UFSCar will encourage and support Educação Aberta (Open Education) policies as well as the development and usage of REA – Recursos Educacionais Abertos (Open Educational Resources), so that the courses in PoCA and all their respective material (texts, videos, audio, etc) are designed in accordance to the Ordinance no. 451, May 16th 2018 regulatory framework. This Ordinance sets criteria and procedures for open or free educational resources production, reception, evaluation and distribution that are aimed at serving regular education of official platforms and programs of Ministério da Educação (Ministry of Education). Except if stated in Creative Commons use license in PoCA’s courses and materials, as in <https://br.creativecommons.org/licencas/>, all further content of the platform is covered by the Law no. 9.610, February 19th 1998 [http://www.planalto.gov.br/ccivil\\_03/Leis/L9610.htm](http://www.planalto.gov.br/ccivil_03/Leis/L9610.htm). For further clarification on PoCA’s courses and materials usage licenses, write to [contato@poca.ufscar.br](mailto:contato@poca.ufscar.br).

4.5. You may only upload third-party materials in PoCA by means of specifying the type of Creative Commons license granted to the original content and, in the absence of the concession, there must be an explicit authorization from the original material’s intellectual owner.

4.6. You are strictly prohibited from making available threatening, harassing, offensive or libelous material in PoCA, that may also include illegal activities with the intention of accomplishing them; violate intellectual property norms particularly those regarding plagiarism; that contain inaccurate information with intentions to hamper, namely, graphics, obscene and prejudiced; prompt violence and discrimination of any sort; being politically partisan; containing computer threats, Trojan horses, worms, timebombs, corrupted files, malware, spyware, or any other similar software that might damage PoCA’s or any other computer’s functioning; shall the responsible for such actions be subjected to pertinent legislation.

4.7. You may carry out exclusive surveys in the virtual room of the course you propose, as long as you fill out the Term of commitment for conducting surveys in the Learning Management System of PoCA-UFSCar and submitted to the General Distance Learning Office for consent. This procedure must be performed before the opening of the course’s virtual room to the participants.

4.8. SEaD-UFSCar reserves the right to determine whether content and information entered in the courses infringe other regulations in addition to those aforesaid.

4.9. These terms of use, the visual identity, trademarks, banners, logos and/or brand logos are all the exclusive property of SEaD-UFSCar and CAPES, rights reserved in terms of the law and other copyrights laws. In case it is necessary to use any of this material, write to [contato@poca.ufscar.br](mailto:contato@poca.ufscar.br) specifying pertinent need to the matter.

4.10. SEaD-UFSCar reserves the right to, at its discretion, discontinue any functionalities of the platform.

4.11. Students' enrollment courses can be either shut or restricted by any means, finding that SEaD-UFSCar is exempt of any responsibility regarding the permanent offer of PoCA's courses.

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## 5. Submitting and inserting courses in PoCA – General requirements

5.1. If you are a professor (including visiting professor) at UFSCar or at any other higher education institution (IES), or an administrative technician, you will be able to submit courses in PoCA.

5.2. Graduate students from UFSCar or other Higher Education Institution (IES) may submit courses as long as they are co-designed with an IES professor or administrative technician.

5.3. By course submission, we accept original short-length pedagogical course proposals, within the principles specified in item 1.

5.4. The proposals will be submitted corresponding to a proper online template to be made available by SEaD, and will contain information such as: course name, argument, objectives, target audience, intended material and media, moodle assignments, criteria for certification, course load, basic readings, further information, etc.

5.5. By course inserting we understand the editing and configuration of the Moodle online environment based on the pedagogical proposal submitted and validated by SEaD, along with courses study guides, questions base, complementary material, digital and written medias, videoclasses, podcasts, animations, infographics, etc.) made available preferably following orientation stated in item 4.4, as well as assignments and tests for the students and their criteria, in order for the students to do them and obtain their certificates.

5.6. The pedagogical proposals submission may be done at any academic term, except when there is a specific call for submissions.

5.7. The pedagogical proposals will be submitted to SEaD-UFSCar's pedagogical team, which will analyse whether the criteria mentioned in item 6 are properly met. If so they do, SEaD will support the proponents in all steps of the designing and launch of

the courses to AVA Moodle; in case the criteria are not properly met, SEaD will request adherence to the criteria and a new submission may be done.

5.8. The courses will only be made available to the general public in PoCA by means of SEaD-UFSCar’s pedagogical team’s validation, and a consultant board to engage in the evaluation of specific content is foreseen. The criteria is stated in item 6.

5.9. SEaD is not considering any payment or any other sort of bonus to the course proponent, except when there is specific public notice on course packs design.

5.10. Courses in various academic fields may be submitted, besides those aimed at promoting innovation in the teaching and learning processes in higher education; there is no maximum number of courses submitted per user.

5.11. UFSCar’s professors and administrative technicians courses will be registered by the proponents themselves as “short length course” extension activity type in ProEx-UFSCar. In case of visitor professors and other IES course proponents, the courses will be registered by SEaD-UFSCar’s pedagogical team.

## **6. Criteria to pedagogical proposal’s validation.**

6.1. The following criteria are to be deployed in the analysis of the pedagogical proposals that are submitted:

I. the preferable course load in PoCA ranges from 5h to 10h long (pedagogical proposals with larger course load than the specified will be discussed with the proponent);

II. consistency among the proposal’s didactic components, namely, course load, amount and type of didactic material to be made available, amount of assignments for the students;

III. the didactic material’s suitability for what is stated in items 4.4 and 5.4;

IV. course pack, media, activities and basic readings’ adjustment to the distance learning modality.

## **7. Activity for certification.**

7.1. The courses offered in the portal give preference to certification as an extension activity, provided that the student meets the minimum requirements specified by the proponent of each course.

7.2. In case the course contemplates mentoring, it is mandatory that the Moodle activities planned for the courses be automatic correction type, such as questionnaires and lesson; other Moodle activities might be set, however they will be optional for the certification.

7.3. The creation of a questions bank and a randomized questionnaire is advised.

## 8. Resignation.

8.1. You agree that the access to PoCA and the submission and insertion of courses in the platform are at your sole risk and discretion within legislative limits.

8.2. SEaD and UFSCar will safeguard the data privacy of the users registered in AVA, working on keeping it a safe environment by deploying proper tools within the University's ability. However, we keep the premise that no system is thoroughly safe. Thus, SEaD and UFSCar are exempt from any responsibility for any eventual damage and/or loss arising from malware environments and systems invasions, to their database or other damages.

8.3. SEaD-UFSCar neither makes no warranties, endorses, sustains or take responsibility for any goods or service disclosed or offered by third parties through the service, nor by any service hyperlink, or displayed in any banner or other sort of publicity.

8.4. SEaD-UFSCar does not participate nor will at any discretion be held responsible for monitoring any transaction between you and outsourced goods or services servers. As in any commercial transaction, you should always be cautious and make use of your best judgment.

## 9. Limitation of liability.

9.1. Under no circumstance will SEaD-UFSCar be held liable for any damage of any sort including direct, indirect, incidental, special, punitive, exemplary, and consequential to your personal information, content or any other sort of damage whether foreseeable or not, arising from error, mistakes and content inaccuracies, and from the use or inability to use and access PoCA and insert courses in PoCA, as well as from unauthorized access to our protected servers and/or all personal and/or financial information contained therein, any transmission disruption or disconnection from or for our service, any bugs, viruses, trojan horses or otherwise, which might be transmitted for or through our service by any third parties, and/or any errors or omissions in any content, or loss or damage of any sort as consequence of the usage of any content or e-mail sent, transmitted or otherwise made available in the service based on contract, tort, negligence, offense, strict liability or any other basis even if the institution has been advised of the possibility of such damage. This limitation will be deployed to the full extension permissible by applicable law within the proper jurisdiction.

## 10. Compensation.

10.1. To the full extent permissible by applicable law you agree to advocate, compensate and exempt SEaD-UFSCar and its representatives from all and every

lawsuit, damage, loss, costs or debts (including, but not limited to legal fees) arising from: the usage and access to the service; the violation in any of these terms' sections; the violation of any third-parties rights, including, but not limited to copyright, property and/or privacy rights; or any alleged damage the content might have caused to third parties.

10.2. Such advocacy and compensation will subsist these terms, as well as PoCA's usage.

## 11. Ceding term.

11.1. These terms of use and any other rights and/or licenses afforded in accordance to what lies herein shall not be transferred and/or afforded by you, but might be transferred by SEaD-UFSCar with no restrictions.

## 12. Miscellaneous.

By means of these terms of use regarding PoCA's open courses, you agree that:

12.1. PoCA's head office is exclusively located at UFSCar's São Carlos campus, São Paulo, Brazil.

12.2. The platform is to be a passive website with no entitlement to personal jurisdiction over SEaD-UFSCar, whether specific or general, at any other jurisdiction other than São Carlos's, São Paulo, Brazil.

12.3. These terms of use are governed by the laws of São Paulo state, Brazil, regardless of any principles of conflict of laws. Any claim or controversy between you and the public service arising partially or fully from the services are to be settled exclusively by pertinent court located within this locality.

12.4. These terms, regarding PoCA and any other legal notices posted by SEaD-UFSCar in the service, integrate the contract between you and SEaD-UFSCar regarding Moodle.

12.5. If any such provisions are held invalid by a court with jurisdiction over the parties to these terms, the remainder of these terms will remain in full force and effect.

12.6. The failure of any party with these terms will not be construed as waiver or relinquishment to any extent to this or any other term. SEaD-UFSCar's omission in exercising any right under these terms will not be construed as waiver or relinquishment to such terms.

12.7. SEaD-UFSCar reserves the right to modify these terms at its discretion, and any modifications constitute the entire understanding between the parties as to subject matter hereof. It is your sole responsibility to reread the terms periodically in order to be updated and check for the existence of any modifications.



12.8. Your usage of PoCA after any amendment to the terms implies consent and agreement to the amended terms.

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These terms were designed based on the terms of use of Portal de Cursos Abertos da Universidade Estadual do Maranhão (UEMA) and Repositório de Cursos Online Lúmina of Universidade Federal do Rio Grande do Sul (UFRGS) which kindly allowed us their use rights.