

General Terms of Use for the Learning Management System at Ruhr-Universität Bochum

Preamble

IT.Services of the Ruhr-Universität Bochum operates the Learning Management System (LMS) Moodle together with the Zentrum für Wissenschaftsdidaktik in order to promote eLearning at the Ruhr-Universität Bochum and make it accessible on a uniform platform. These General Terms of Use regulate the use of the LMS.

§1 Scope

The General Terms of Use for the LMS are applicable to anyone who uses the LMS as an authorised user within the context of § 2 of the General Terms of Use.

§2 Usage Authorisation

- (1) All persons studying, teaching and researching at the Ruhr-Universität Bochum are entitled to use the LMS. In addition, persons belonging to institutions with which cooperation agreements on the usage of the learning platform have been concluded, are entitled to use the platform. Thus, under the UA Ruhr Cooperation Agreement, members of the University of Duisburg-Essen and the Technical University of Dortmund may also use the LMS. Furthermore, persons who are in a teaching or research environment associated with the Ruhr-Universität Bochum are entitled to use the LMS.
- (2) The use of the LMS is free of charge for authorised users.

§3 Login and Registration

- (1) Prior Login of interested parties is required in order to use the service. Members of the Ruhr-Universität Bochum can log in to the learning platform with their central user account (RUBIKS-Account/LoginID), members of the University Duisburg-Essen or the Technical University Dortmund can log in with the login data of their university. External users create an account manually.
- (2) The data provided during registration must be correct and complete.

(3) Members of the Ruhr-Universität Bochum as well as members of the universities Duisburg-Essen and Dortmund use the password belonging to their LoginID. External users receive their own password, which must be kept strictly confidential. Users must ensure that third parties do not obtain knowledge of the password.

(4) Teachers may name employees of their courses who are also authorized to provide materials.

§4 Data Protection

The person responsible within the meaning of the EU General Data Protection Regulation (DSGVO) and other national data protection laws of the member states as well as other statutory data protection provisions is

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The data protection officer of the responsible person is:

Dr. Kai-Uwe Loser
dsb@rub.de
<https://dsb.ruhr-uni-bochum.de/>

We collect and use the personal data of our users only to the extent necessary to provide Moodle. This is done for the purpose of performing the task assigned to us (supporting teaching and research) in accordance with Art. 6 Para. 1 lit. e DSGVO. If we obtain a declaration of consent for the processing of personal data, Art. 6 para. 1 lit. a DSGVO serves as the legal basis.

(1) The following data is collected when using Moodle:

Connection data (e.g. IP address, browser type, date and time of access)
Access data: User name, password in encrypted form, e-mail address, first name, surname, matriculation number (RUB members only)
Content data (e.g. uploaded files, forum posts, tests)

The temporary storage of connection data, in particular the IP address, by the system is necessary to enable Moodle to be delivered to the user's computer. For this purpose, the user's IP address must remain stored for the duration of the session. The legal basis for the temporary storage of data is Art. 6 para. 1 lit. e DSGVO.

Connection data

The storage of connection data, in particular the IP address, by the system is necessary to enable delivery of the website to the user's computer. For this purpose, the IP address of the user must be stored for the duration of the session. The data (connection data) is also stored in log files. The data is used to optimise the website and to ensure the security of our information technology systems. For these purposes we fulfil the task assigned to us according to Art. 6 para. 1 lit. e DSGVO. The data are deleted as soon as they are no longer required for the purpose of their collection. When the data are collected in order to provide Moodle, this is the case when the respective session has ended. The data in the log files will be deleted after 7 days.

Registration (access data)

In order to use Moodle, it is necessary to register and provide personal data. The following data is collected as part of the registration process:

Username

Password in encrypted form

Email address

First name

Surname

Matriculation number (RUB members only)

During the initial registration process, information will be provided on the processing of this data. The legal basis for the processing of the data is Art. 6 para. 1 lit. e DSGVO.

The registration of the user is required for the provision of Moodle's content and functions for the purpose of research and teaching. The data will not be passed on to third parties.

The data are deleted when the user account is deleted. Users can have their user account deleted at any time. All that is required is an informal e-mail to the Moodle helpdesk at moodle@rub.de. Users can have their account data corrected at any time. For this purpose, an informal e-mail to the Moodle-Helpdesk at the address moodle@rub.de is sufficient. There will be no notification of this to other users.

Content Data

When using Moodle, content is added in the form of files, links or of text input and the like. Moodle assigns the entered data to a person. The uploading and posting of content serves the purpose of conducting research and teaching. The legal basis for the processing of data is Art. 6 Para. 1 lit. e DSGVO.

Access to the content data is recorded in so-called Moodle log files, for example at what time which users access which components of the course offerings or profiles of other users. Depending on the structure of the individual course offerings, the log also includes, among other things, whether participants have completed tasks, whether and which contributions they have made in any forums offered, whether and how they have collaborated in wikis. These data are only accessible to the administration of the Moodle platform, but not to

other users. It is only used for the execution of the respective course and for technical and user-friendly optimisation and will not be passed on to other persons. The data in the Moodle log files will be deleted after 180 days. According to Art. 89 DSGVO, data may be processed for scientific or historical research purposes or for statistical purposes. Such processing is only possible in anonymous form and requires the consent of the person responsible.

(2) Moodle uses two cookies: one cookie is called MoodleSession. This cookie must be allowed for the login to be retained when accessing from page to page. The cookie is automatically deleted when the user logs off or exits the web browser.

The other cookie serves to simplify use and is called MoodleID by default. This cookie stores the login name in the web browser and is retained even after logging off.

The legal basis for the processing of personal data using cookies is Art. 6 para. 1 lit. e DSGVO.

Cookies are stored on the user's computer and transmitted to our website by the user. Therefore, users also have full control over the use of cookies. If cookies are deactivated for Moodle, not all functions of Moodle can be used to their full extent.

(3) Moodle integrates the following third-party services:

Adobe Connect

Adobe Connect is a web conferencing service operated by DFN (Deutsches Forschungsnetz) for conducting web conferences. This service can be integrated into Moodle. For integration into Moodle, the user's IP address must be transmitted to the DFN. In addition, the surname, first name and e-mail address of the user creating the web conference are stored on the DFN servers. The legal basis for the processing of the data is Art. 6 para. 1 lit. e DSGVO. The web conference service serves the purpose of conducting research and teaching. The meeting data is deleted as soon as the meeting is deleted or the Moodle course is deleted.

ePortfolio System Mahara

Mahara is an ePortfolio software linked to Moodle. Access is exclusively from Moodle. When logging in to Mahara, your name, email address and user activities are stored. The legal basis for processing the data is Art. 6 Para. 1 lit. e DSGVO. Mahara is used to create ePortfolios in the context of research and teaching. Users can have their account deleted at any time. To do this, simply send an informal e-mail to the Moodle helpdesk at the following address: moodle@rub.de.

(4) If personal data by you is processed, you are affected in the sense of the DSGVO and you have the following rights towards the responsible person:

You can request information from us about the personal data that concerns you and is processed by Moodle. In accordance with art. 15 DSGVO, you may request a copy of this data.

You also have the right to have your personal data corrected (in accordance with art. 16 DSGVO) or deleted (in accordance with art. 17 DSGVO), to have the processing restricted by the person responsible (in accordance with art. 18 DSGVO) or to object to this processing (in accordance with art. 21 DSGVO) and to have it transferred (in accordance with art. 20 DSGVO).

You have the right not to be subject to a decision based exclusively on automated processing that has legal effect on you or similarly significant affects you (pursuant to Art. 22 DSGVO).

To exercise your rights, send an e-mail to the person responsible at the above contact address.

You also have the right to file a complaint with a supervisory authority (pursuant to Art. 77 DSGVO). For NRW: <https://www.ldi.nrw.de/>

§5 Obligations of users

(1) The LMS is available to users exclusively for university purposes. Any other use, in particular for business, commercial or private purposes, is not permitted.

(2) The passing on of the e-mail addresses of other users registered in the system is not permitted.

(3) The contact between administrator and user is handled exclusively via the e-mail account stored in the system. Users must ensure that they can be reached under this account.

(4) It is not permitted to use the statistical data of the LMS for performance and behaviour checks and assessments.

(5) Each user is obliged to comply with all statutory provisions, in particular the provisions of copyright law and data protection.

(6) Each user is personally responsible for ensuring that the materials posted by him/her do not violate the rights of third parties and that they do not otherwise violate legal regulations, in particular copyright, competition or data protection regulations. It is not permitted to exchange, use or distribute works protected by copyright via the LMS if the legal prerequisites for this are not fulfilled. Before setting links, the linked content must be checked for violations of the law. Links to illegal sites, in particular with extremist, inciting or offensive content, are not permitted.

The provisions of paragraph 6 also apply to statements made within the framework of communication functions.

§6 Misuse and abuse

- (1) The user shall refrain from any kind of misuse of the LMS in accordance with § 5 Para. 2 of these Terms of Use. He/she is obliged to work exclusively with user identifications whose use he/she was permitted to use. The passing on of user IDs and passwords is prohibited. The user shall take precautions to ensure that unauthorised third parties do not gain access to LMS.
- (2) Misuse shall be deemed to have occurred in particular if
- (3) The LMS data are tampered with, erased, suppressed or rendered unusable,
- (4) disseminating material from unconstitutional organisations or unconstitutional ideas, in particular racist ideas, is distributed,
- (5) pornography, is distributed,
- (6) offences against personal honour, in particular insult or defamation, are committed
- (7) or other legal regulations (e.g. penal code, youth protection law, data protection law, copyright law, trademark law) or internal RUB regulations, in particular these General Terms of Use, are violated,
- (8) the reputation of the Ruhr-Universität Bochum is damaged or its use is in conflict with its interests.
- (9) The Ruhr-Universität Bochum reserves the right to randomly check the content of course materials provided. Content that violates applicable law may be removed by the operator without prior notice.

§7 Exclusion from Use

- (1) Users who violate these Terms of Use may be excluded from using the LMS temporarily or permanently. The exclusion is generally preceded by a request to refrain from the conduct complained of and a written or oral hearing of the user in which the possibility of exclusion is pointed out.
- (2) Excluded users can be admitted again if it is ensured that the abusive behaviour will not take place in the future.
- (3) Paragraphs 1 and 2 shall also apply accordingly in the event that the administrator of the LMS has a justified suspicion of a systematic infiltration of internal security measures (e.g. e-mail abuse, inclusion of harmful components such as viruses, worms, Trojan horses).

(4) The Ruhr-Universität Bochum reserves the right, in the interests of economic administration of the system, to delete the user authorization of users who have not logged on to the LMS within the past twelve months or whose RUBIKS account is no longer valid without further notice.

§8 Observance of other Regulations

(1) The provisions of personnel representation law and the existing service agreements, in particular the framework service agreement on the introduction and use of data processing systems at the Ruhr-Universität Bochum, must be observed insofar as the user is subject to them. Further information can be obtained from the responsible personnel council.

(2) The provisions of the teaching and examination regulations shall be observed.

§9 Liability

(1) In the event of a culpable violation of legal obligations by the user or the obligations regulated in these General Terms of Use, the user shall be liable in accordance with the statutory provisions. For civil servants, § 41 of the State Civil Servants Act applies and for employees and workers, § 3 para. 7 TV-L or corresponding collective agreement regulations apply; unless there is a special statutory regulation, the users are liable for intent and negligence.

(2) IT.Services cannot guarantee the constant availability of the online connection. IT.Services strives to avoid temporary interruptions of operations due to maintenance times and/or inherent disruptions of the Internet, but cannot assume any liability in this respect either.

(3) The Ruhr-Universität Bochum is only liable for grossly negligent and intentional breaches of duty. This also applies in particular to damage caused by the downloading of materials or software and other transactions on the user's technical equipment.

§10 Rights of Use

(1) Upon registration, the user shall be granted a non-exclusive, non-transferable right to use the LMS.

(2) The Ruhr-Universität Bochum shall otherwise remain the owner of all ownership, copyright, utilization and other rights. This shall also apply if the user changes data in a permissible manner or connects it with his/her own programs or databases. The user shall attach a copyright notice referring to the Ruhr-Universität Bochum in the event of changes or connections in this sense or when creating program copies required for use.

(3) Copyrights of the user to the content created by him/her shall remain with him/her.

(4) The storage space made available to the user may only be used to store the content created.

§11 Changes to the Terms of Use

(1) Ruhr-Universität Bochum reserves the right to change and modify these Terms of Use with effect for the future.

(2) In individual cases, the administrators are entitled to make decisions which specify or extend the general terms and conditions of use.

(3) Changes must be announced in writing in the LMS with a reference to the Internet page on which the current Terms of Use can be viewed.