

NTU COOL USER AGREEMENT

【Introduction】

Welcome to NTU COOL! You should read and follow the “NTU COOL User Agreement” (hereinafter as “The Agreement”) before using relevant NTU COOL platform services. Please read the articles carefully and ensure that you fully understand the article content meanings – especially the **exempt or limited liability articles** and separate articles regarding activating or using specific feature(s) – and choose “Agree” button.

To remind you the importance of fully understanding, **limited or exempt liability articles** will be in **bold or other distinct forms**.

The Agreement must be signed between you (NTU COOL registered user, hereinafter as “Party A”) and Digital Learning Center, Office of Academic Affairs, National Taiwan University (NTU COOL service provider and maintenance authority, hereinafter as “Party B”) before launching course or using NTU COOL service.

【Important Notice】

You must read and accept all articles of The Agreement to use NTU COOL services; your clicking “Agree” and the follow-up using NTU COOL services will be regarded as expressed agree on all articles of The Agreement.

NTU COOL will regularly revise The Agreement to pace up with latest law and policy demands as well as ensure the reminding obligation of the platform operation and maintenance. **The updated Agreement articles** will be in **bold or other distinct forms**. The platform operation mechanism will deliver or push update notice in your next log-in. Your continuing using NTU COOL platform service will be regarded as accepting the latest version of The Agreement. **The effective date of the updated article contents will be traced back to the timing you activate platform services.**

【Licensing Object】

The educational, learning significant, and academic value-added teaching media and material been defined as a creation that within the literary, scientific, artistic, or other intellectual domain in Copyright Act that Party A uploads to or releases on NTU COOL is licensed to Party B to exploit within the designing objective of the platform. The computer program or the source code that must be displayed during teaching and researching is also the licensing object. Hereinafter as “Material”.

To avoid any doubt, when Party A is an enrolled student of the platform course, its derivative publish, under the lecturing teacher’s demands, such as homework uploading, comment delivering, and peer feedback are also defined as “Material” in The Agreement.

【Licensing Principles and Usage Scopes】

a. Intellectual Property Rights of the teaching “Material” Party A releases and uploads when using NTU COOL platform services, which include but not limited to Copyrights, Patents, Trademarks, Integrated Circuit Layouts Rights, and Plant Variety Rights (PVR) / Plant Breeders’ Rights (PBR) attribute to Party A. Party A’s uploading and releasing activities via NTU COOL platform will be regarded as licensing Copyrights to Party B.

b. Party A confirms that, as the copyright owner, the Material uploads to and releases on NTU COOL platform is **“globally, perpetually, irrevocably, royalty free, non-exclusive, and limited to NTU COOL platform’s objective of supplementary digital teaching”** licensed so that the platform users can legally use such original contents and derivative exploitations. **Such licensing is limited to the scope of NTU COOL platform’s supplementary teaching objective**; the exploitation methods include **reproduce, distribution, public transmission, public broadcast, public recitation, public presentation, public performance, compilation, and adaptation**, *i.e.*, the commonly seen copy, release, transmission, logging-in internet, providing downloads, compilation, or developing any type of derivative teaching material are all within the licensing scope. Nevertheless, the application type(s) CANNOT exceed NTU COOL platform’s supplementary teaching objective.

c. The above mentioned **“objective of the NTU COOL platform”** should be broadly

interpreted as any digital technology and media text that helps teaching, developing self-learning ability, and mastering learning pace. For instance, Party B is entitled to provide other NTU COOL platform users with the material Party A uploaded for learning. Within the objective scope, such users may also search, browse, or temporarily reproduce the material to compile feedback or homework and re-upload to NTU COOL platform for interaction. “Other users” indicates those who acquired separate teacher and the course teacher’s consent and been put on the enrolled student list of the uploaded course.

d. Party A **WILL NOT claim relevant copyrights on** form(s) it initially uploaded via NTU COOL and **the embedded metadata in materials**. Within the scope of NTU COOL objective, **Party A permits Party B to draft necessary metadata for the material descriptions** to facilitate the use of such material. Such metadata includes descriptions no more than 300 words, 320 × 240 image with no more than 300 dpi resolution, and separate audio-visual citing no more than 1 minute of the Material. Instead of claiming original or derivative copyrights, Party A agrees that NTU COOL platform (Party B) may directly provide such metadata based on the forms uploaded to NTU COOL and make rights applications on metadata made by NTU COOL.

【Rights Guarantee and Assisting Obligation】

a. All “Materials” Party A uploads to and releases on NTU COOL platform, which include but not limited to videos, charts, images, animations, PowerPoints, teaching manuals, homework or exam answers, must follow intellectual property rights laws and regulations of The Republic of China (Taiwan). As for the **fair use statements, except for those unable to indicate the sources, must clearly indicate the source as Copyright Act regulates** and reasonably label the third party’s name. **Party A must make comprehensive discretion on the nature and purpose of the exploitation, nature of the work, quality and quantity ratio of the exploitation, and the impact to the potential market and current value of such third party work before labeling any material as fair use and bear the responsibility of relevant legal risk.**

b. Party A must guarantee to Party B that the data in the “Materials” it uploads to and releases on NTU COOL platform DOES NOT convey untrue information and WILL NOT infringe third party’s copyrights and other relevant legal rights. The above mentioned **fair use statements should be guaranteed as such**. If Party B infringes

third party's copyrights or other rights due to exploiting the licensing objects Party A provides, **Party A must, as Party B informed and requested, perform its assisting obligation that no lower than the care of a prudent administrator regarding mediation and litigation procedures to eliminate and manage the derivative disputes; Party B may seek internal reimbursement from Party A** if the compensation management leads to Party B's loss that **can be attributed to Party A's intentional or negligent**. Such reimbursement includes but not limited to monetary compensation and compensation payment.

【Additional Remarks on Course Discussion Forum】

NTU COOL installs Online Discussion Forum that open to course learners to facilitate course learning. The platform users might publish personal opinions, raise questions, insert web-links, cite third party words, forward third party material that within fair use scope, and make course content related intellectual sharings.

a. Discussion Forum was set as open or semi-open to public. **Party A must make comprehensive discretion on the proper standard and scope of fair use and bear the responsibility of relevant legal risk when making secondary citation.**

b. NTU COOL Discussion Section is a knowledge collaboration and accumulation page that plural users would edit the same topic, entry, or discussion. To simplify and to properly manage the discussion section related copyrights attributions, Party A agrees that its **corrections, debugs, citations, and other factual information supplements**, as long as the law allows, **NOT been deemed as independent creations**. In a nutshell, such factual information supplement can be exploited by Party B and other users without labeling contributors' information.

c. Besides corrections, debugs, citations, and other factual information supplements, Party A may claim its copyrights on separate materials by making clear registration and attribution when sharing information through the Course Discussion Forum. **Without such separate label, Party A will be deemed as making "CC0 – 1.0 – Public Domain Dedication" under free will and WILL NOT claim its copyrights.**

【NTU COOL Obligations】

a. Party B will establish a comprehensive managing system with various secure technologies and procedures to protect the teaching resources Party A uploads to and releases on NTU COOL so that unlicensed interviews, usages, disclosures, or copyright infringement and piracy will not occur. Unless required by the law or exceptional conditions in The Agreement, **Party B WILL NOT publicly transmit the licensed objects to unspecified third parties WITHOUT Party A's expressed consent.**

b. Party B shall label the teaching resource Party A uploads to or releases on as Party A requests. On the other hand, NTU COOL is a resource aggregation platform that consisting of plural contributions and editors that diversified attribution for personal identity formats may cause hurdle for systematic editing and reporting. To avoid the possible flaw, **Party A agrees with Party B's system interface recommendations and labels information by filling standard columns when necessary** or by presenting the original text in the notes column. Were there any attribution for personal identity inserted in the Materials or identified in the forms Party A uploads, such information, when releasing and revealing to the users through NTU COOL, **will be regarded as Party A follows Personal Information Protection Act and relevant laws and agrees to reveal the personal information.**

c. **Party B CANNOT re-license the licensed object to the third party for exploitation** without Party A's consent.

d. NTU COOL is a resource website that aims to assist teachers with digital technologies. Except for the appointed task force, Party B WILL NOT supervise the materials Party A uploads. Nevertheless, if the "Material" being later reported by users of other platforms as illegal or improper, Party B may remove such "Material" without noticing Party A when necessary. **In the scenarios that uploaded "Material" contains improper information such as abusing other's rights, violation of law, or personal attack like publicly insult and verbal offend, NTU COOL may remove relevant "Material" immediately.**

【Collecting and Processing of Personal Information】

a. PARTY B might collect the **information like Party A's IP address, logging-in timings, server type**, and etc. if Party A DOES NOT set-up information safeguard mechanism in its connecting device. **Party A can choose privacy mode of the server**

to disconnect the clearance.

b. Other information Party A submits to NTU COOL, such as **e-mail address and logging name, will principally only be used for identity verify**. Without Party A's expressed consent, such information records WILL NOT be used other than the objective of NTU COOL platform.

c. **Party A agrees that the above mentioned information and data can be reasonably and properly de-identified and data quantified when necessary**. If the processed content CANNOT be logically connected to Party A's personal identity, it will NOT be interpreted as personal information. For instance, the later exploitations of quantitative statistics like courses and students of every academic research field **WILL NOT be limited to the objective scope of original submits or records**.

【Principles for The Agreement Interpretations】

a. Governing law of The Agreement is The Republic of China (Taiwan) law. Unregulated matters in The Agreement will be interpreted by Copyright Act and relevant laws and regulations.

b. Any part of The Agreement been interpreted as void WILL NOT affect the validity of the remaining parts.

【Interpretation of The Agreement and Dispute Settlement】

a. Party A and Party B agree to negotiate with Good Faith Principle for disputes arising from The Agreement.

b. If the dispute CANNOT be settled by mutual negotiation, Party A and Party B agree to designate Taiwan Taipei District Court to exercise first instance jurisdiction.