

*Note:*

*The only legally binding version of the statutes of the Technische Universität Wien is the German version.*

*The English version provided here is intended as a service (guide) for our international staff members and doesn't replace the German version.*

# **User regulations for the e-learning services of TU Wien**

(online 6.2.2015)

## **1. Preliminary remark, definition**

a) Operator:

Technische Universität Wien (for short: TU Wien) operates a learning platform named "TUWEL" (TU Wien e-learning) under the URL "https://tuwel.tuwien.ac.at/" which is based on a closed user group and protected by a username and a password. It is a voluntary additional service offered by TU Wien to its members. There is no legal claim to use this service.

b) Users:

Users are members (students, teachers, staff) of TU Wien who have valid access rights to the IT services of TU Wien and a valid password and are therefore entitled to use this service.

c) These user regulations were developed by TU Wien and shall be considered as agreed between the individual users and TU Wien.

d) TUWEL serves to support the academic studies in electronic form (keyword: e-learning) and the cooperation between the users.

e) The TUWEL learning platform offers study materials to which the users are granted access by TU Wien provided they adhere to these user regulations.

f) Users are responsible for familiarising themselves with the TUWEL user regulations.

g) The TUWEL user data (such as names and/or matriculation numbers) can be viewed by all users in order to promote cooperation between the users. They correspond to the respective applicable data status of TU Wien.

## **2. Temporal applicability of the user regulations**

a) The user regulations shall become effective for the users as soon as they are authenticated in TUWEL for the first time and join the closed user group by accepting the user regulations.

b) The obligations of the users resulting from 4, 6, 7 and 8 below shall also remain binding after the loss of the user entitlement (completion of studies, no longer a member of TU Wien).

c) These user regulations are valid until they are revoked.

## **3. Responsibility**

a) TU Wien and the Teaching Support Center (TSC) are responsible for providing the learning platform and for its organisation (e.g. maintenance) as well as for the technical support. The latter can be contacted at support@tuwel.tuwien.ac.at.

b) The respective course teacher is exclusively accountable and responsible for the specific contents of the TUWEL courses (study materials).

#### **4. Access data**

a) When a user becomes a member of TU Wien (see 1b above), they obtain a username and a password from Information Technology Services in order to use the IT services of TU Wien. Temporary TUWEL access can be granted individually by the TSC.

b) Users are obliged to not transfer their access data to third parties and to protect this data from misuse as best possible.

c) If users become aware of a misuse of their or another person's access data, they are obliged to inform `support@tuwel.tuwien.ac.at` without delay.

#### **5. User entitlement**

All users as defined under 1b above are entitled to use this service.

The user entitlement comprises the access to and the personal use of the study materials and means of communication provided on the learning platform for academic studies, teaching, research and university-related administrative tasks.

#### **6. Contents of the learning platform**

a) Users are obliged to adhere to the applicable legal provisions. Users are solely and fully responsible for content they create themselves.

b) Examples include:

*Para. 1:* It is prohibited to insult other users.

*Para. 2:* It is prohibited to provide illegal or pornographic content or other content which is in conflict with moral values.

*Para. 3:* Intellectual property rights of third parties (especially trademark rights, copyrights and personal rights) shall be observed.

*Para. 4:* Users are not allowed to use the learning platform for commercial purposes (except for stating sponsors, introducing products within the academic framework or the like).

*Para. 5:* The platform serves to support academic studies in particular. Conduct which is in violation of the laws regulating university studies (e.g. posting solutions to exercises or exams) is therefore prohibited.

c) Users are not allowed to circulate viruses, chain emails or unsolicited email advertisements (spam). Neither are they allowed to use harmful software of any kind on the learning platform.

d) The use of the content is at the users' own risk .

e) TU Wien is not obliged to make contributions to the forum or comments of the users available on the learning platform, especially not in the case of an obvious infringement of the above-mentioned subsections a to c.

f) Users grant the course teachers and the TUWEL system administrators the right to remove the respective content if they become aware of infringements of the above-mentioned subsections a to c.

- g) Teachers grant students the right to personally use the content provided in TUWEL within the framework of their studies at TU Wien (authorisation to use the works).
- h) Intellectual content provided by students in TUWEL may permanently be made available in TUWEL as a basis for the evaluation of the student's performance.
- i) Users are obliged to hold TU Wien harmless from infringements of the valid laws.

## **7. Copyright**

a) Every TUWEL user is expressly obliged to observe the valid copyright provisions. With regard to content for which they do not hold the required copyrights, the following in particular is prohibited:

*Para. 1:* Making (print or electronic) copies of study materials and content of any kind, regardless of in what form. Personal use within the framework of the respective course is expected.

*Para. 2:* Publishing study materials and content of any kind (this, for example, also includes the provision for downloading (hosting) data outside the learning platform).

*Para. 3:* Using the provided study materials for commercial purposes.

b) The use of the study materials provided on the learning platform is permitted within the framework of these if an exact quotation is added. "TUWEL" shall be stated as source; the course or the teacher or author, the exact URL of the quoted page and the latest access date shall also be stated.

(Example: Source: TUWEL, course 123.456 – 2007W Model right, Prof. Smith, <http://...>, 06 December 2007)

## **8. Consequences in the case of an infringement of the user regulations**

An infringement of the user regulations can lead to sanctions under criminal and civil law and to the revocation of the entitlement to use the learning platform.

## **9. Hyperlinks (§ 17 ECG)**

a) TU Wien is not responsible for third-party information (hereinafter referred to as third-party content) which can be accessed via hyperlinks on the learning platform.

b) If the system administrators of the learning platform become aware of an illegal activity or illegal information in connection with linked third-party content, the respective hyperlink will be removed without delay.

c) If, in connection with claims for compensation, there are facts or circumstances which make an illegal activity or illegal information in connection with third-party content apparent, the respective hyperlink will be removed without delay.

## **10. Limitations of liability**

a) TU Wien makes no guarantee that the learning platform will work constantly (24 hours a day, 7 days a week) without faults or interruptions or that any faults will be corrected.

b) Neither does it assume any liability for the correctness and lawfulness of the study materials and the content provided by the users. See 6 and 7 of these user regulations.

c) TU Wien is in no case liable for performance interruptions and damage to the hardware and software used. This also includes all incidental damage and damage caused by the use of the learning platform.

d) TU Wien shall not be liable for loss of information or course delays caused by any kind of technical defects of the learning platform.

### **11. Data collection/data evaluation**

a) The data that becomes available in connection with the use of the learning platform is exclusively processed within the framework required for the technical and organisational operation of the learning platform.

b) TU Wien and the users are obliged to adhere to the applicable data protection law.

c) Personal data is not transferred to third parties.

### **12. Change of/amendment to the user regulations**

a) TU Wien may change or amend these user regulations at any time.

b) If the user regulations are changed or amended, the users receive an electronic message, are given an opportunity to take note of the new user regulations and are asked to accept them.

c) If users do not accept the new user regulations, their user entitlement may be revoked.

### **13. Severability clause**

If parts or individual phrases of this text do not comply, no longer comply or do not completely comply with the present legislation, the content and the validity of the remaining parts of the document shall not be affected.

***If you have any questions concerning these user regulations, please contact:  
TU Wien, Teaching Support Center (E0152), Gusshausstraße 28, 1040 Wien  
[teachingsupport@tuwien.ac.at](mailto:teachingsupport@tuwien.ac.at)***

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*Resolution of the Rectorate dated 03 September 2013*

*Resolution of the Senate dated 14 October 2013*

*Announcement in the University Gazette no. 25/2013*