

THE EPA PROGRAMME E-LEARNING PLATFORM

TERMS AND CONDITIONS

The EPA Programme E-Learning Platform (“Platform”) provides you with the opportunity to access quality blended education in a wide range of topics for developing your skills to reap the benefits of the Economic Partnership Agreement (EPA) between the European Union (EU) and the Republic of Seychelles. Training topics include; ASYCUDA; EPA implementation skills and agriculture and fisheries value chains.

These terms and conditions (“Terms and Conditions”) govern the use of the Platform, including access to the Modules. By clicking on “I understand and agree” on the account set up page, you agree to these Terms and Conditions. The EPA Programme owns/ manages and operates the Platform and may change these Terms and Conditions at any time without notice to you. You agree to check these Terms and Conditions for changes from time to time.

Your continued use of the Platform will be deemed as your acceptance of any changes to these Terms and Conditions.

1. Platform general description:

The EPA training Platform offers a wide range of E-Learning modules which include courses with video presentations, knowledge reviews, course notes and assessments.

Each course will contain an interactive presentation. The presentations will be in accordance with the topic to be learnt, as well as lessons, different learning objects like animations, simulations, interactions.

Each course contains a pre-assessment and final exam quiz. Additional quizzes maybe be implemented within specific modules. You will be eligible for a maximum of two pre-assessment quizzes before the start of the course and two attempts on the final exam.

If you do not successfully complete the Module by the deadline, then you will be required to retake the training module immediately.

2. Categories of Users

There are 4 different user categories on the platform:

- **Administrators:** These users will be able to change the interface of the platform, install new plugins, create new courses, course categories, and manage platform functions. The Technical Assistance Team (TAT) will take on this role.
- **Managers:** This category of users will be able to organize materials inside the courses assigned to them, organize sections, upload materials, open collaboration forums, create assignments, organize grading rules, and all other tools available. Local trainers will perform this role.
- **Trainers:** Will be able to organize the delivery of the courses, upload training materials, design the course, track the learners, moderate discussions, and look the learners’ log files, grade assignments, and projects. Topic trainers will perform this role.

- **Trainees/ Learners/ Students:** This category will be able to edit their profiles and to interact with the activities in the course.

3. User Registration with the Platform

Users can register onto the system via the platform interface or by using social media accounts such as Facebook. By using both ways, users will be able to update their profile information via the profile management interface. The User will be required to complete the fields listed below in the registration form. This data will help to demonstrate demographic statistics of the platform users.

- Name, surname
- Contact data – e-mail, phone
- Location, address
- Institution name
- Department
- Function/position in the institution
- Years of experience

After filling in the data, users will gain access to the system. If the users register by using the Register button, they should verify the mail address, the activation link will come to their e-mail boxes after the activation of the account and will be redirected to the *My home* page.

My home page will be placed at the upper right corner of the screen, together with the learner's name and a small photo.

My home will contain the following options and contents:

- Editing/viewing the profile
- My courses categorised as completed, open or to be open (enrolled, but not active, yet)
- Latest posts from discussion forums learner recently posted
- Watch list
- My certificates
- Link to individual messages

The trainers will have permission to enrol users in their course.

4. Specific provisions for Content hosted on the Platform

Articles:

Access and reading of Articles: All Users can access and read articles hosted in the Platform subject however to their User category as laid down in articles 2. Above. These articles are created and uploaded by the Trainers and Administrators.

E-Books:

Accessing and downloading of E-Books: Trainees can download E-Books and other course training material available on the Platform. The E- Books shall be uploaded by the trainers and will be available on the Platform for as long as the Platform administrators decide.

Webinars: Webinars will be created by the Platform and will be accessible to registered users.

For Webinars that are scheduled to take place on a specific time/date; registered users can opt to participate real-time or watch them on demand, where that option is available by the Platform for a specific Webinar. At the point of registration to the Webinar, the registered user will be informed accordingly.

Links to third-party websites may be provided as additional resources and for convenience only. The EPA Training Platform does not endorse nor support the content of third-party links and is not responsible for the content of a third-party website. By clicking on a third-party link, you will leave the Platform. Privacy and security policies may differ from those practiced by EPA training platform.

5. General rules for User generated Content

Posted Materials: The following provisions apply to your use of any facilities which enable you to post or send text, graphics, audio-visual or other material ('Material') on the platform or send Material to other users of the platform via e-mail, chat room, bulletin boards or other means.

The trainers of the specific topic will upload, deploy and edit the training materials. Sections/topics within the course itself will be divided into module packages and may only be accessed after completion of activities in the previous module. Trainees will be enabled to upload their work onto the platform by the topic trainer.

The modules will contain different learning objects like interaction presentations, interactive contents videos, activities, quizzes, webpages, etc. In addition, navigation to the next and previous modules will also be available, as well as the possibility to participate in different activities will be below the modules.

Excluded Materials: You agree not to send Material to the platform or to other users of the platform which (a) might infringe the intellectual property or other rights of any person or entity, (b) might breach any applicable law (c) constitutes advertising or any form of unsolicited commercial communication (d) might cause damage or denial of use to any hardware or software, or (e) might be defamatory, profane, obscene, sexually oriented, racially offensive, harassing, threatening, abusive, 'flaming', false, misleading or otherwise objectionable in our opinion ('Excluded Material'). We reserve the right to filter and delete any Excluded Material placed by you on the platform.

Registered Users are at liberty to flag and excluded material to the Platform Administrators and Managers who are responsible for the oversight of Excluded Material. The Platform Administrators and Managers reserve the right to delete any Material which is deemed (at their sole discretion) to constitute Excluded Material within a reasonable time of written notification by you of its presence on the Website.

6. Legal nature of the Platform - Disclaimers – Limitation of Liability

- **Changes to Courses:** The EPA Project Training Team reserve the right to alter or cancel any Course or location prior to Delivery of that Course.
- **Uptime & Links:** The trainers will endeavour to make the platform and the Courses available but cannot guarantee that the platform and/or the courses will operate continuously or without interruptions which could affect use of the platform and/or the courses.

- In providing their services, the providers of the platform shall not be held liable by users of the platform for any reason whatsoever. This applies in particular to content uploaded to the platform by third parties.

7. Intellectual Property

All of the content on the Platform (including text, videos, images, trademarks, EPA Moodle Platform layout and look-and feel) (“Content”) is subject to copyright and other proprietary rights belonging to the National Authorising Office (NAO) of the European Development Fund (EDF). You agree not to copy, reproduce, share, post, modify, transmit, distribute, store (including in electronic form) or in any way exploit, any Content other than as expressly set out in the instructions on the Platform or these Terms and Conditions, or permit any other person to do so.

8. Termination

Your user rights can be terminated under these Terms and Conditions (and access to the Modules and Platform) immediately by notice in writing if you:

- a) breach these Terms and Conditions; or
- b) use the Platform in any way that is inappropriate, illegal or may adversely affect the EPA programme’s reputation in any way.

9. Privacy and Confidentiality

Personal Information: The EPA training Moodle collects, retains, and updates any personal information which is provided directly to us (for example, where you email us or access any account). This personal information is collected for purposes connected with providing services to you via the Platform (for example, we will email you your Certificate of Completion to the email address you provide to us), and inform you about developments on the Platform that we think you might be interested in (for example, new or updated Modules that become available). The providers of the platform shall comply with all applicable data protection laws in the processing of data.

10. Applicable Law and Jurisdiction

These Terms and Conditions are governed by the laws of Germany. You agree to be bound by German law and to submit to the exclusive jurisdiction of the courts of Frankfurt am Main in connection with the interpretation or application of these Terms and Conditions.