

Terms and Conditions of the Use of the JCN e-platform

I. General provisions

1. These regulations define the terms and conditions (further: Regulations) of using the JCN e-platform (further: Platform).
2. The Platform is designed for educational purposes. It is open to the participants of the training programme being implemented in the framework of the project: *Developing knowledge-based European journalism relating to Europe's neighbours, through educational activities delivered by the Natolin Campus of the College of Europe* (further: Project) funded by the European Union and implemented by the College of Europe Natolin (further: CoEN).
3. The Platform and all its components are the property of the CoEN. It has been created in the framework of the project: *Developing knowledge-based European journalism relating to Europe's neighbours, through educational activities delivered by the Natolin Campus of the College of Europe* funded by the European Union and implemented by the CoEN. The Platform consists (in particular) of the following elements:
 - a. the e-learning platform (ELP),
 - b. the Media Forum (MF),
 - c. the Digital Library (DL), and
 - d. selected optional e-learning courses (so called 'optional') – which are available on the Platform apart from the courses directly developed under the above project.

The optional courses were produced in the framework of the project: *E-Platform for Neighbourhood*, also funded by the European Union and implemented by the CoEN in the years 2015 – 2017.

4. The components of the Platform and their relevant resources are available at the following Internet address: <https://eplatform.e-jcn.eu>.
5. By using this Platform you confirm that you have read and accepted the conditions presented in these Terms and Conditions, and that you agree to be bound by these terms and conditions and the laws which are applicable hereto.



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6. The terms used herein have the following meaning:

- a. Login – an email address provided by a User in the process of registration, necessary for authorized access to the E-Learning Platform resources and for publishing posts on the Media Forum, defined by a participant in the process of registration;
- b. Password - secret string of alphanumeric characters, known only to the User, necessary for authorized access to the ELP resources and for publishing posts on the MF, determined by the User during registration or by changing the password;
- c. Nickname – a string of alphanumeric characters determined by the User during registration used to identify the User on the ELP and the MF;
- d. Registration - an activity performed by the User to access resources of the ELP and for publishing posts on MF and course forums;
- e. User - a person who gained access to the login zone of the ELP through registration;
- f. Course - e-learning course owned by the CoEN, made available online using the ELP (obligatory courses, developed under the project: *Developing knowledge-based European journalism relating to Europe's neighbours, through educational activities delivered by the Natolin Campus of the College of Europe* and optional courses produced under the project *E-Platform for Neighbourhood*);
- g. Contents – learning materials and resources available on the ELP;
- h. E-learning Platform (ELP) – LMS-type information system, providing the Courses, Contents, forum for Users, authors of the Courses and Project staff, as well as recording the User's learning progress (courses, lessons and tests completed). The Users have access to the ELP, Courses and Contents after registration and logging in;
- i. Media Forum (MF) – a discussion forum type information system, used to carry out discussions related to the theme of the Project and moderated by the Project staff and Project experts. The Users may publish posts on MF after registration and logging in;
- j. Resources – all resources made available by the CoEN on the Platform components including Courses, Contents, content published on the MF as well as resources included in the Digital Library;



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- k. Digital Library (DL) – database-type information system providing the electronic resources related to the theme of the Project. There is no need either to register or to log in in order to use selected resources of the Platform database;
- l. Forms – the registration form and User profile form available on ELP used by CoEN for the collection of data from the Platform users.

7. When used in the Regulations, the Platform means all of its components, i.e. ELP, MF, DL, optional courses together, in any combination with each other, or any of them individually.

II. Principles of using the Platform and its resources

1. Use of the electronic Platform and Resources is free of charge. The User bears only the cost of his/her Internet connection to the resources.
2. Access and the use of services:

The Platform, in line with the project description and provisions of the grant contract: ENI/2017/393-621, is exclusively designated for the Citizens of:

- a. member countries of the EU: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.¹
- b. countries covered by the European Neighbourhood Policy (ENP),² namely:
 - The European Neighbourhood Policy East countries, namely Armenia, Azerbaijan, Belarus, Georgia, Moldova, and Ukraine;
 - and the European Neighbourhood South countries, namely Algeria, Egypt, Israel,³ Jordan, Lebanon, Libya, Morocco, Palestine,⁴ Tunisia and Syria⁵

¹ Citizens from the UK must be aware of the fact that because of the *Brexit* procedure they might lose their eligibility status as beneficiaries from the EU; during their trainings. CoEN shall not be responsible for any trouble or problem that *Brexit* may cause, including the financial consequences, if implemented by the EC.

² A bilateral policy between the European Union and 16 partner countries (the EU's closest neighbouring countries), further enriched and complemented by three regional and multilateral cooperation initiatives. https://eeas.europa.eu/diplomatic-network/european-neighbourhood-policy-enp_en



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- representing the following professional and social groups from the EU and ENP countries:
 - a. Media professionals (reporters, journalists, editors, editors-in-chief, news managers, etc.)
 - b. Employees and representatives of non-governmental organisations, think-tanks, public institutions, research centres (specially journalism educators and trainers), academic centres and other information multipliers, whose work-related activities primarily touch on journalism- and media-related topics as well as the representatives of civil society
3. The CoEN reserves the right to verify the information submitted in the individual account/profile by the User, verify User's eligibility, request an additional data in relation to the data submitted and clarifications from the User, including - in particular - documentary evidence necessary for the verification of submitted data, in the form of e.g. scanned documents, supporting evidence, etc. In the event of any discrepancy discovered or information found to be false, the User's account will immediately be declared invalid and the User ineligible. Furthermore, in such cases the CoEN is authorized to remove Login/ User's account, or temporarily or permanently block the User's possibility to access the Platform and Resources or otherwise restrict access thereto.
- a. In the case of negative verification, the User has the right to apply for reconsideration of the application for User Status within 5 days.
 - b. The reconsideration will be carried out by the Commission, which will include those who did not participate in the original assessment.
 - c. Negative re-verification is final.
 - d. The User of the Platform must be at least 18 years of age to be able to register and to access his or her account as well as the content of the Platform.
4. In order to get access to the ELP, Courses and Contents, as well as to the publication of posts on the MF and the internal course forum, it is required to register by defining the Login, Password and Nickname. If the login provided is already registered the registration will be refused, and the person will be asked to invent and apply a different one.

³ See Guidelines on the eligibility of Israeli entities and their activities in the territories occupied by Israel since June 1967 for grants, prizes and financial instruments funded by the EU from 2014 onwards on http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2013.205.01.0009.01.ENG

⁴ This designation shall not be constructed as recognition of a State of Palestine and is without prejudice to the individual positions of the Member States on this issue.

⁵ Tunisia and Syria are not covered by the project; however, citizens of Tunisia and Syria **are entitled** to participate in the e-learning part of the project;



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5. Upon completion of the registration process, at any time, the User may change the password through the password recovery option.
6. When using the Platform and resources, no software or other content, except cookies, is installed on the User's device without his/her knowledge and consent.
7. The Platform uses cookie files. Cookie files (so-called "cookies") are computer data, in particular text files, that are stored on the User's device. Cookies are used by the platform to maintain a User's session. In order to permit the User to log in, the cookies have to be enabled on the web browser used to access the Platform and its contents.
8. At any time, the User can decide to opt out of the Platform by sending an email with resignation to the CoEN email address: journalists.euproject.pl@coleurope.eu.
9. The CoEN does not approve or endorse any content posted or submitted by the User, and the User agrees that the CoEN will have no responsibility or liability in connection with any content posted or submitted by the User.
10. Registered User will be able to participate in online discussion forums and/or to submit or post comments and/or other content on the Platform.
11. Each User is solely responsible for any content he/she posts or submits to the Platform. By posting or submitting the content to the Platform, the User represents and warrants that he/she has the right to grant the foregoing rights, and that neither this content nor our use of it as permitted under the foregoing license will infringe or violate anyone's rights.
12. Any form or kind of activity on the Platform that violates in particular applicable laws, including but not limited to any intellectual property rights and privacy rights infringement, good manners, rules and regulations, common bounds of propriety, anyone's integrity, or presents harmful, harassing, offensive, abusive, dangerous in any way, discriminatory contents or violation of any provision of these Regulations, will be investigated.
13. The Users should report to the Administrator any violations of the above rules.
14. The CoEN reserves the right to remove any content that it believes violates the above standards or any other provision of these Terms and Conditions, and to suspend the User's account and his/her right to use the Platform.



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15. The CoEN may refuse to register a person, or suspend a registered User, in case of performed acts of violations described above, in point 12 of these Terms and Conditions.
16. By placing his/her comments and opinions, photos and other materials, the User agrees that the content may be recorded and published by CoEN on the ELP and MF, and marked with the Login and Nickname of respective User. Only the Nickname of the User is available to other Users (please see Section X point 6).

III. Responsibilities of the User

1. The User is obliged to use the Platform and its resources in a manner consistent with applicable law, social and moral norms, and the provisions of these Regulations.
2. By filling the Forms, the User confirms the authenticity and accuracy of data contained in the Forms, and consents to the provisions of these Regulations, recognizing their binding character.
3. The User is obliged, in particular:
 - a. to provide true and accurate data in Forms,
 - b. to notify CoEN of any irregularities in the work of the Platform, its defects and gaps in access to the Resources,
 - c. to protect and not to disclose to third parties the Login and Password.
4. The User cannot transfer any rights and obligations arising from registration on the Platform to third parties.

IV. Removing the User's login and other restrictions on access to the Platform and its Resources

1. CoEN is authorized to remove Login, temporary or permanently blocking the User's possibility to access the platform and Resources or otherwise restrict access to them, if:
 - a. the User fails to log on to the Platform for a period of 360 consecutive days;
 - b. the User uses the account in violation of the law or these Regulations;
 - c. the Login or Nickname is an expression commonly considered as offensive or inconsistent with the principles of morality;
 - d. the User's posts on the MF, internal course forum and/or other ELP forum include expressions generally considered offensive or contrary to morality, including netiquette;



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- e. the CoEN received information about a possible security incident, including due to computer viruses or other malicious software.
2. The CoEN is not obliged to inform the User of the circumstances causing the Login removal or restriction of access to the Platform and Resources.
3. The User may not re-activate a deleted Login or restore data and information previously saved by the User on the Platform.
4. After removing a Login, the CoEN reserves the right to allow another User to use the previously removed Login.

V. Responsibility

1. Unless otherwise specified, the Platform, Courses and Contents are the property of the CoEN and are covered by the protection conferred by the *Act of 4 February 1994. on Copyright and Related Rights* in force in Republic of Poland and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. The information contained in the Courses and the Contents is for education and for informational purposes only.
3. The authors of Courses, Contents and any information published on the E-Platform have made every effort to ensure that they comply with the law. However, the information provided is not a source of law, the official interpretation of the law, and is not the official position of the competent authority or authorities. Moreover, the information provided may in no way be taken to reflect the views of the European Union.
4. The CoEN reserves the right to make changes in Courses and Contents and other resources of the Platform without prior notice to the Users.
5. The CoEN reserves the right, at its own discretion: to remove from the Platform, or to deny access, either temporarily or permanently, to any Course or Contents, as well as to resources placed by the CoEN on the Platform.
6. The CoEN cannot be held liable for:



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- a. damage arising from the use or inability to use the Platform and Resources, as well as resulting from the direct or indirect use of the information contained therein into practice;
 - b. actions of third parties that support the User's hardware and software to ensure proper and uninterrupted operation of the Internet and device;
 - c. damages resulting from damage to the User's device or his/her data resources in the course of, or in connection with, the use of the Platform and Resources, in particular due to computer viruses entered into the User's system;
 - d. cases of non-availability of the Platform and Resources arising in connection with a failure of the system of telecommunications and/or from other consequences of a malfunction of telecommunications connections and the resulting damage, regardless of the cause.
7. Using the Platform and Resources is solely at the risk of the User and at his/her expense associated with the connection to the Internet. The CoEN does not guarantee a non-defective and uninterrupted access to the Platform and Resources.
8. The CoEN does not guarantee that the information transmitted via the Internet to reach the User is faultless, complete and in full form. The CoEN is also not responsible for damages caused by malfunction of the transmission system, including device failures, delays, and disruptions of the information transmission.
9. The User shall be liable in relation to the CoEN and third parties for:
- a. the information and content published by the User on the Platform,
 - b. damage resulting from disclosure to unauthorized persons of the User's Login and Password.

VI. Information about the Users

1. By accepting the provisions of these Regulations, the User agrees to:
- a. processing of data provided by the User in the Forms and obtained by the CoEN during his/her use of the Platform, Courses and Content within the meaning of the *Act of 10 May 2018 on the Protection of Personal Data* in force in Republic of Poland and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) – see section X.



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- b. receive information related to participation in the project, Courses and to the use of the Platform and Resources, as well as information about the activity and from the aforementioned institution, including newsletters.
 - c. the CoEN's corrections of minor bugs or obvious clerical errors in the data entered by the User, in particular errors such as the so-called 'typos' in the name of the User or a town or city.
- 2. The User data obtained during his/her use of the Platform and Resources, including the data listed in the Forms, will be used by the CoEN solely for the purpose of implementation of the Project and for statistical and research purposes, as well as for audit, control and reporting purposes.
- 3. The information and data entered by the User in the Forms are used to provide access to the Platform and Resources, and are not disclosed to third parties, except in cases where such disclosure is required by law.

VII. Journalistic workshops

The rules and conditions of participating in workshops in Poland are covered by a separate document "Terms and Conditions of Participation in Workshops and Study Visits" which is available on the Platform.

VIII. The copyright to the content entered by the Users

- 1. The CoEN does not claim intellectual property rights to the content entered by the User of the Platform, in particular content entered on the Media Forum or ELP forum. This content remains the property of the User and may be removed by him/her alone after logging into the Platform.
- 2. The CoEN allows Users to post only content and images to which Users have economic copyrights. In case of quoting other content or images, the User is obliged to indicate the appropriate source of origin. It is not allowed to quote any content or images on the Platform in a way that violates the copyrights of third parties. By posting content and images on the Platform, the User consents to CoEN's use of such content for statistical, informational, educational and promotional purposes. Such use will not require CoEN to obtain the User's separate consent.
- 3. The CoEN is authorized to carry out activities referred to in point 2 above, at its sole discretion.



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IX. Citations policy

1. The content available on the Platform and in the Resources, especially Courses and Contents, may be cited in accordance with generally binding rules, so-called “the rule of quote”, in accordance with Article. 29 paragraph 1 of the Act on Copyright and Related Rights.
2. The minimum designation of source of the cited content is considered to indicate: full name of the CoEN, the name of the Project, the address of the content - ELP, MF or any other forum of the platform/project and the date of access.

X. Final Provisions

1. These Regulations come into force on 6 September 2019.
2. The CoEN reserves the right to make changes in these Regulations at any time.
3. Any changes made to these Regulations become effective upon their publication on the Platform, at: <https://eplatform.e-jcn.eu>.
4. In matters not regulated by the provisions of these Regulations, the Polish law is applicable.
5. Any disputes will be settled by the court competent for the seat of the CoEN.
6. In accordance with Article 13 Sections 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as GDPR, we are informing you that:
7. The Controller of your personal data will be the College of Europe, with its seat at ul. Nowoursynowska 84, 02-797 Warszawa, Poland. Your personal data and contents produced by you while using the ELP and MF, will be processed if one or any of the following applies:
 - a. processing is necessary for the registration processes, participation in the project, implementation of the project and related audit, control and reporting issues,
 - b. processing is necessary for the purposes of establishment, investigation and defence in case of any mutual legal claims (Art. 6 p. 1 let. f) of the GDPR);
8. Sharing your personal data is obligatory and is a precondition for using all contents and functionalities of the Platform.



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9. You have full access to the content of your personal data, the right to correct or delete your personal data, as well as the right to limit the processing of your personal data/right to withdraw the consent, right to transfer the data, and the right to lodge a complaint regarding the processing of your personal data.
10. The receivers of personal data may include entities to which the CoEN orders the undertaking of tasks that entail the necessity to process the data (processors): IT systems operators, accounting and auditing companies, or other entities authorised under relevant legal provisions.
11. Your personal data could be processed in an automated manner and could be profiled.
12. Personal data will be processed during the period necessary for the fulfilment of the tasks listed in point 7 above, or until the expiry of requirement to store the data under the law in force.
13. You have the right to lodge a complaint with the President of the Office for Personal Data Protection.
14. Should you have any questions or recommendations related to personal data protection, please send them to the e-mail address: policy_office.pl@coleurope.eu



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