



PoCA TERMS OF USE FOR COURSE PROPONENTS

OPEN COURSE PORTAL OF THE FEDERAL UNIVERSITY OF SÃO CARLOS

Welcome to PoCA - Open Course Portal of UFSCar!

1. Description of PoCA.

1.1. The Open Course Portal - PoCA is a platform for distance, open, and free courses, made available in the Moodle Virtual Learning Environment. Its activities are part of the extension program of the same name, managed by the General Secretariat for Distance Education of the Federal University of São Carlos (**SEaD-UFSCar**), registered with the UFSCar Pro-Rectorate of Extension under No. 23112.002203/2018-14. The courses available at PoCA offer an opportunity for training and updating in different areas of knowledge, in addition to those primarily aimed at promoting innovations in teaching and learning processes. The courses are: **massive**, as they can be taken by a very large number of people; **free**, as there is no fee to take them; **online**, as an internet connection is required; **distance-based**, as there are no face-to-face classes; and **open**, as anyone, in Brazil or worldwide, can take them.

1.2. Certification granted by UFSCar resulting from the completion of any courses hosted on the platform will be issued as an extension activity, as specified in item 7 of this term.

1.3. Account creation, participation, and completion of courses in PoCA do not imply any type of bond with UFSCar, whether in undergraduate or graduate programs, for which admission methods are listed in specific regulations.

1.4. The creation/insertion of courses in PoCA does not imply any type of employment relationship with UFSCar.

1.5. Monitoring by an instructor/professor (i.e., tutoring) may eventually be available for some courses; this possibility must be checked in the description of each course on the platform.

1.6. The approach to the teaching and learning process that guides the development of courses in PoCA is inspired by two principles: the **microlearning** proposal and **self-directed learning**. The first is a distance education method that provides learning of specific content in concise processes. This approach generally presents courses with delimited content selection and activities that demand less of the student's time. The advantage is enabling greater information retention through its arrangement in smaller units of knowledge, as well as allowing for personalized learning, since students can choose only the content that interests them. In turn, self-directed learning assumes that individuals take the initiative, with or without the help of others, to diagnose their learning needs, including knowledge, skills, and competencies, and make choices of content, in different media and technologies, that best suit those



needs. However, other types of approaches may also be considered for courses offered on the Portal, provided they respect the characteristics of being massive, open, online, free, and distance-based.

1.7. Courses offered at PoCA remain open for an indefinite period so that participants can complete them at any time, according to their interest and time availability. Certificates include the name of the course, participant's name, grade, program content, workload, and the period of completion (the interval between the registration date and the certificate issuance date).

1.8. Considering PoCA's commitment to open, continuous, and flexible access education, courses will remain available to participants, subject to the conditions provided in this Term of Use and specific institutional agreements with SEaD-UFSCar.

1.9. PoCA is open to receiving course proposals from members of the UFSCar community and other Higher Education Institutions (HEIs). Courses will be monitored by SEaD-UFSCar and evaluated periodically to obtain information aimed at improving the courses and PoCA itself, according to defined criteria and procedures.

2. User Acceptance and Online Conduct Rules.

Please read and agree to this Term of Use to propose and insert courses into the Open Course Portal of UFSCar - PoCA:

2.1. This Term of Use is an agreement between you, the user and proponent, and the Federal University of São Carlos (UFSCar), through the General Secretariat for Distance Education (SEaD). Acceptance of the terms and conditions expressed in this document is a mandatory condition for submitting course proposals to the Open Course Portal. For further clarification on this term, contact us at contato@poca.ufscar.br. SEaD reserves the right to modify this Term of Use at any time and without prior notice. Be sure to re-read the Term of Use periodically to ensure familiarity with the most current version. Nothing in these terms shall be construed as granting any rights or benefits to third parties.

2.2. By proposing and inserting courses in PoCA, you express agreement with all conditions of use expressed in this Term of Use, with the Code of Ethics, and all local, state, national, and international laws, standards, and regulations, including copyright laws and any laws relating to the transmission of technical data exported from your country of residence and all Brazilian export control laws. You agree that you are responsible for the use of the platform and publications as a user, including all content sent, shared, and commented on by you in PoCA.

2.3. A condition for proposing and inserting courses on the platform is the absence of intent to damage, disable, overburden, or impair any SEaD or UFSCar server, networks connected to any SEaD or UFSCar server, or interfere with any other use of the Virtual Learning Environment (VLE). You must not attempt to gain unauthorized access to the platform, computer systems, or networks connected to any SEaD or UFSCar server



through mining, password tracking, or any other means. You must not attempt to obtain materials or information stored on the platform, its servers, or associated computers through any means not intentionally made available through PoCA.

2.4. Your course may contain links to third-party websites, but be aware that these are not controlled by SEaD-UFSCar. SEaD-UFSCar has no control over and assumes no responsibility for the content, privacy policies, and/or practices of any third-party site. Furthermore, SEaD-UFSCar cannot and will not censor or edit content from third-party sites. By proposing and inserting courses, you expressly exempt SEaD-UFSCar from any and all liability derived from the use of content from third-party sites. SEaD-UFSCar strongly advises that you be aware of the terms, conditions, and privacy policies of all other sites you make available through our Open Course Portal - PoCA.

3. Account Opening and Cancellation in PoCA.

3.1. To propose and insert courses, you will need to create an account in PoCA, which uses the Moodle Virtual Learning Environment (VLE-Moodle). Upon registering, you commit to providing accurate, complete, and true personal data. Under no circumstances will you be permitted to register with another user's data or use another user's account to access VLE-Moodle. As a course proponent, you will have the role of editor in the room assigned to your course. You are solely responsible for the activity occurring in your account, as well as the protection and confidentiality of your password. You must notify SEaD-UFSCar immediately at contato@poca.ufscar.br regarding any breach of security or unauthorized use of your account.

3.2. Although SEaD-UFSCar is not responsible for any loss caused to you by a possible unauthorized use of your account, you may be held liable for losses and damages that SEaD-UFSCar may suffer due to such unauthorized use.

3.3. SEaD-UFSCar will notify users who violate any condition of this Term of Use and reserves the right to cancel user access if they prove to be a persistent infringer, defined as a user notified of infringing activity more than once.

3.4. SEaD-UFSCar may, at any time, without prior notice and at its sole discretion, remove courses and their contents that violate this Term of Use.

3.5. The management of opening, suspending, or terminating courses in PoCA is the responsibility of SEaD-UFSCar; proponents may request changes, which will be analyzed in light of the Portal's institutional guidelines.

4. General Use – Permissions and Restrictions.

Through this term, SEaD-UFSCar grants you permission to propose courses, insert content, and determine educational and evaluative activities for students who will take the course, noting that:



4.1. You agree not to use or launch any automated system, including but not limited to "robots," "spiders," or "offline readers," that access courses in a manner that sends more request messages to SEaD-UFSCar servers in a given period of time than is humanly possible to respond to in the same period through a conventional browser.

4.2. You agree not to collect or harvest any personal information, including account names, from the service, nor use the communication systems provided by the platform (e.g., forum comments, messages, etc.) for commercial solicitation and disclosure purposes.

4.3. When using the platform, you must comply with all applicable laws and regulations, whether regional, national, and/or international.

4.4. SEaD-UFSCar will encourage and support the Open Education policy and the construction and use of OER - Open Educational Resources, so that courses inserted in PoCA and all materials provided in them (texts, videos, audios, etc.) are created in compliance with Ordinance No. 451 of May 16, 2018, which defines criteria and procedures for the production, reception, evaluation, and distribution of open or free educational resources for basic education in official programs and platforms of the Ministry of Education. Unless there is an indication in PoCA courses and materials of specific Creative Commons Licenses, all other platform content is protected by Law No. 9,610 of February 19, 1998. If you have questions about the licenses assigned to PoCA courses and materials, contact contato@poca.ufscar.br.

4.5. You may only upload third-party materials to PoCA by indicating the type of Creative Commons license assigned to the original material; in the absence of this assignment, there must be an indication of authorization from the intellectual property owners of the original material.

4.6. You are prohibited from making available on PoCA materials whose content: defames, harasses, or threatens; addresses illegal activities with the intent to carry them out; violates intellectual property standards, particularly regarding plagiarism; contains inaccurate information with the intent to harm others; is pornographic, obscene, or biased; incites violence and discrimination of any kind; is related to party-political activities; contains viruses, Trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of PoCA or another computer, subjecting the user who does so to the penalties of relevant legislation.

4.7. You may conduct research exclusively in the virtual room of the course you proposed, provided that the Commitment Term for conducting research in the PoCA-UFSCar virtual learning environment is completed and submitted to SEaD for approval. This procedure must be carried out before opening the course's virtual room to participants.

4.8. SEaD-UFSCar reserves the right to decide whether the content and information inserted in the courses infringe on other regulations beyond those indicated above.



4.9. This Term of Use, the visual identity, trademarks, service marks, banners, logos, and/or logotypes are the exclusive property of SEaD-UFSCar and CAPES, under copyright reservation and other intellectual property rights under the law. If you need to use any of these materials, contact contato@poca.ufscar.br.

4.10. SEaD-UFSCar reserves the right to discontinue any of the platform's functionalities at any time.

4.11. Participant registrations in courses may be closed or restricted for any reason; SEaD-UFSCar does not commit to the permanent offering of courses available in PoCA.

4.12. In accordance with item 1 of this term, the proponent commits not to deactivate, restrict, or make the course unavailable, in whole or in part, without prior communication to SEaD-UFSCar, which will evaluate the request and study ways to minimize the impact of the course suspension on users.

5. Proposing and Inserting Courses - General Conditions.

5.1. If you are part of the UFSCar community or another HEI as a faculty member (including visiting) or administrative technician, you may propose and insert courses in PoCA.

5.2. Graduate students from UFSCar or other HEIs may propose courses in PoCA, provided the course is developed in partnership with a faculty member or administrative technician linked to an HEI.

5.3. By "course proposal," it is meant the creation of an original pedagogical proposal for a course, preferably of short duration, using the approaches described in item 1.

5.4. The pedagogical proposal will be sent via a specific online template provided by SEaD and will contain information such as: title, justification, objectives, target audience, teaching materials and media, Moodle activities, certification criteria, workload, bibliography, additional information, etc.

5.5. By "course insertion," it is meant the editing and configuration of the Moodle virtual environment based on the pedagogical proposal sent and validated by SEaD, including providing teaching materials (such as study guides, question banks, complementary materials, digital media, text, video lessons, podcasts, animations, infographics, etc.), preferably following the guidelines in item 4.4, as well as providing educational and evaluative activities and their criteria to be completed by the student for certification.

5.6. Pedagogical proposals can be submitted in any academic period, unless there are specific calls for proposals.

5.7. Pedagogical proposals will be submitted to the SEaD-UFSCar pedagogical team, which will analyze compliance with the criteria in item 6. If approved, SEaD will



support proponents in all stages of creation and insertion in VLE Moodle; if rejected, SEaD will request adjustments, and a new submission may be made.

5.8. Courses will only be opened to the public in PoCA after validation by the SEaD-UFSCar pedagogical team, with the participation of specialist reviewers for specific content evaluation.

5.9. SEaD-UFSCar does not provide any remuneration or any other type of gratification to the course proponent, except for specific calls for the production of teaching content.

5.10. Courses can be proposed in different areas of knowledge; there are no limits on the number of proposals per user.

5.11. Courses by UFSCar faculty and staff will be registered by the proponent as a "Short Duration Course" extension activity at ProEx-UFSCar. For visiting faculty and proponents from other HEIs, the course will be registered by the SEaD-UFSCar pedagogical team.

5.12. Any changes impacting participant access, including suspension or closure, must be previously agreed upon with SEaD-UFSCar.

6. Criteria for Validation of Pedagogical Proposals.

6.1. The following criteria will be considered for the analysis of submitted proposals:

I. Compliance with the preferred workload for PoCA, which is 5h to 10h (proposals with a higher workload will be discussed with the proponent);

II. Coherence between didactic components (workload, quantity/type of material, and number of activities);

III. Compliance of materials with items 4.4 and 5.4;

IV. Adequacy of materials, media, activities, and references for the distance education modality.

7. Certification Activity

7.1. Courses grant the right to certification as an extension activity, provided the student meets the minimum requirements determined by the proponent.

7.2. Unless the course provides tutoring, Moodle activities must be those with automatic grading, such as Questionnaires and Lessons; other activities may be configured but will be optional for certification.

7.3. The creation of a question bank and the configuration of randomized questionnaires are recommended.



8. Disclaimer.

8.1. You agree that access to PoCA and the proposal/insertion of courses is at your sole risk, to the extent permitted by law.

8.2. SEaD and UFSCar will maintain the privacy of user data, seeking a secure environment. However, since no system is absolutely secure, they are exempt from liability for damages resulting from viruses, hacking, or other failures.

8.3. SEaD-UFSCar does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service, or any hyperlinked service, or featured in any banner or other advertising.

8.4. SEaD-UFSCar will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution at all times.

9. Limitation of Liability.

9.1. Under no circumstances shall SEaD-UFSCar be held liable for any direct, indirect, incidental, special, punitive, and/or unforeseen damage resulting from any errors, mistakes, or inaccuracy of content, personal and/or material damages of any nature, resulting from your access to and insertion of courses in PoCA, as well as any unauthorized access to our protected servers and/or any and all personal and/or financial information stored therein, any interruption or cessation of transmission to or from our service, any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our service by any third parties, and/or any errors or omissions in any content or any loss or damage of any kind suffered as a result of the use of any content or e-mail sent, transmitted, or otherwise made available through the service, whether based on liability, contract, tort, or any other legal hypothesis, and regardless of whether the institution is alerted to the possibility of such damages. This limitation of liability shall apply to the fullest extent permitted by law in the competent jurisdiction.

10. Indemnification.

10.1. To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless SEaD-UFSCar and its representatives from and against any and all legal actions, damages, obligations, losses, costs, or debts (including, but not limited to, attorney's fees) arising from: use of and access to the service; violation of any clause of these terms; violation of any third-party right, including, but not limited to, copyright, property, and/or privacy rights; or any allegation that any content has caused damage to third parties.



10.2. Such defense and indemnification obligation shall survive these terms, as well as the use of PoCA.

11. Assignment.

11.1. These terms of service and any rights and/or licenses granted hereunder may not be transferred and/or assigned by you, but may be transferred by SEaD-UFSCar without any restriction.

12. Protection of Personal Data.

12.1. SEaD-UFSCar will perform the processing of personal data of PoCA users in compliance with Law No. 13.709/2018 (General Personal Data Protection Law – LGPD), observing the principles of purpose, adequacy, necessity, security, and transparency.

12.2. Personal data collected within the scope of the platform will be used for purposes of academic management, operationalization of courses, issuance of certificates, and improvement of the educational activities offered.

12.3. The data subject may, at any time, exercise their rights provided for in the LGPD, including access, correction, updating, and deletion of their personal data, upon request through the institutional channels of PoCA-UFSCar.

12.4. UFSCar will adopt appropriate technical and administrative measures for the protection of personal data against unauthorized access, loss, alteration, or any form of inappropriate or unlawful treatment.

12.5. Personal data may be shared with institutional systems and partners strictly necessary for the execution of PoCA activities, respecting the principles of the LGPD.

13. General Provisions.

Regarding the Terms of Use for SEaD-UFSCar open courses, you agree that:

13.1. The headquarters of PoCA shall be considered exclusively that located at the UFSCar São Carlos campus in São Carlos, SP, Brazil.

13.2. The platform shall be considered a passive website that does not give rise to personal jurisdiction over SEaD-UFSCar, whether specific or general, in any forum other than that of São Carlos, SP, Brazil.

13.3. This Term of Use shall be governed by the laws of the State of São Paulo, Brazil, regardless of conflict of laws principles. Any claim or controversy between you and the service arising in whole or in part from the service shall be settled exclusively by a competent court located in this locality.



13.4. This term, referring to PoCA and any other legal notices published by SEaD-UFSCar on the service, constitutes the contract between you and SEaD-UFSCar regarding the Moodle platform.

13.5. If any clause of these terms is deemed invalid by a competent court, the invalidity of such clause shall not affect the validity of the remaining clauses, which shall remain in full force and effect.

13.6. The waiver of any term shall not be considered a further or continuing waiver of such term or any other term, and the failure of SEaD-UFSCar to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

13.7. SEaD-UFSCar reserves the right to change these terms at any time and without notice, and it is your responsibility to reread them periodically and stay updated to verify the occurrence of any possible changes.

13.8. The use of PoCA by you after any amendment to the terms will imply consent and acceptance of the amended terms.

This term was drafted based on the terms of use of the Open Course Portal of the State University of Maranhão (UEMA) and the Lúmina Online Course Repository of the Federal University of Rio Grande do Sul (UFRGS), which kindly granted us the usage rights.

E-mail: contato@poca.ufscar.br