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21 November 2016

## **Regulations Governing the Provision of Massive Open Online Courses (MOOCs)**

Based on §§ 1 para. 2, 2, 31 para. 2 of the University Act of the Canton of Zurich dated 15 March 1998<sup>1</sup> and § 56 para. 3 of the University Statutes of the University of Zurich dated 4 December 1998,<sup>2</sup>

the Executive Board of the University has resolved the following:

### § 1. Scope of Application and Purpose

<sup>1</sup>These regulations govern the rights and obligations of employees at the University of Zurich (UZH) regarding MOOCs with course content developed by UZH employees and provided by third parties on openly accessible platforms.

<sup>2</sup>These regulations apply to all UZH employees who develop course content for MOOCs and/or are involved in the administration, further development, or improvement of MOOCs.

<sup>3</sup>These regulations furthermore govern the rights and obligations of employees of the University of Zurich when obtaining personal data via such third-party platforms for research purposes.

### § 2. MOOCs Offered via the University of Zurich

<sup>1</sup>As a rule, the University of Zurich offers no MOOCs in its own name on third-party platforms. Exceptions to this practice require prior consultation with the Delegate for Data Protection of the University of Zurich and authorization by the Executive Board of the University.

### § 3. MOOCs Offered via Third Parties

<sup>1</sup>UZH may develop course content that is offered as a MOOC by a third party in the third party's own name and on the third party's own platforms or on platforms of other third parties. Third-parties within

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<sup>1</sup> LS 415.11

<sup>2</sup> LS 415.111



the meaning of this paragraph are thus providers of MOOCs or providers of platforms on which MOOCs are published, or both.

<sup>2</sup>In the case of MOOCs with content developed by a UZH employee and provided on a third-party platform, no legal relationship arises between UZH and the participants in the MOOCs. UZH and its employees grant the third party usage rights to the course content developed by UZH or its employees. The involvement of UZH is in the form of UZH employees who are active in the administration, further development, and improvement of MOOCs.

<sup>3</sup>Participation in MOOCs may not be made compulsory for students of UZH because it is not UZH but third parties that offer the MOOCs on their own platforms or on the platforms of other third parties; compulsory participation is furthermore prohibited because UZH cannot control the data processing of these third parties.

<sup>4</sup>UZH may not issue certificates for participating in MOOCs offered on third-party platforms. Likewise, third parties may not, in the name of UZH, issue certificates for participating in MOOCs.

<sup>5</sup>Advertisements for MOOCs on third party platforms may not imply that such MOOCs are offered by UZH. This must be guaranteed through appropriate wording (such as “course content developed by UZH”).

<sup>6</sup>If employees of UZH draw the attention of UZH students to MOOCs offered on the platforms of third parties, the students must be duly informed that the further processing of personal data is governed by the terms of use of the relevant third party, that – if applicable – the personal data are transferred to a receiving country whose data protection laws do not provide adequate protection, and that UZH cannot control the data processing carried out by such third parties.

#### § 4. Rights to the Content of MOOCs

<sup>1</sup>The rights to copyright-protected MOOC content that has been developed by UZH employees in the framework of their contractual employment obligations are governed by an agreement within the meaning of § 65 of the personnel ordinance (*Personalverordnung*) of UZH.<sup>3</sup>

<sup>2</sup>In order to enable third parties to offer, on their own platforms or on the platforms of other third parties, MOOCs that are based on copyright-protected course content developed by UZH employees, said third parties must be granted the necessary usage rights. To this end, the UZH employees must either grant the usage rights to the course content to UZH, after which UZH grants the usage rights to the third party, or the UZH employees grant the relevant usage rights directly to the third party. The process for granting usage rights to third parties is generally governed by the procedures set out by the third party.

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<sup>3</sup> LS 415.21



<sup>3</sup>As a rule, UZH employees may not limit or revoke usage rights that have been granted to UZH or to third parties for the duration of the MOOC's availability on the third-party platform.

#### § 5. Purpose of Data Processing

<sup>1</sup>Data on MOOC participants that are accessible to UZH employees via third party platforms may be used exclusively for the administration, further development, and improvement of MOOCs, or, if the requirements of §7 are fulfilled, such data may be processed for research purposes.

#### §6. Principles of Data Processing

<sup>1</sup>The use of third-party platforms that offer course content developed by UZH as a MOOC is voluntary for UZH employees. As a rule, UZH employees must register of their own accord on such third-party platforms. UZH employees therefore voluntarily provide their personal data to third parties. The further processing of personal data is governed by the terms of use of the relevant third party. This possibly includes the transfer of personal data to a receiving country whose data protection laws do not provide adequate protection.

<sup>2</sup>UZH employees who are involved in MOOCs offered by third parties on the third-party's platforms or on the platforms of other third parties for the purposes of administration, further development, and improvement, and, in the process, have access to personal data of students, may only use such personal data for the aforementioned purposes.

<sup>3</sup>In particular, UZH employees are prohibited from:

- Assessing whether the personal data of the MOOC participants pertain to students of UZH; or
- Requesting that third parties release personal data about UZH students; or
- Saving personal data of the MOOC participants for personal use and/or to further process the data.

<sup>4</sup>Personal data of MOOC participants may only be processed if necessary to fulfill a stated purpose. In addition, personal data of MOOC participants must be pseudonymized or anonymized if and as soon as the stated purpose allows.

<sup>5</sup>Personal data of MOOC participants are deleted two years after the point in time in which they were transferred to the systems of UZH.

#### §7. Obtaining Data for Research Purposes

<sup>1</sup>When obtaining personal data from a third-party platform for research purposes, the applicable procedures of UZH as well as those of the third party, if available, must be strictly observed.



<sup>2</sup>Data obtained for research purposes may only be processed in strict compliance with the provisions of the Information and Data Protection Act (*Gesetz über die Information und den Datenschutz*)<sup>4</sup> of the Canton of Zurich as well as the applicable UZH procedure.

<sup>3</sup>Personal data of MOOC participants that UZH employees process for the purposes of administration, further development, and improvement of MOOCs may not be processed for research purposes.

#### § 8. Data Subject's Access to Their Own Personal Data

<sup>1</sup>Individuals (in particular, instructors, administrators, MOOC participants) are entitled to apply for access to their own personal data that UZH processes in relation to the offering of MOOCs via third parties. Such applications are to be submitted to the Delegate for Data Protection of UZH.

<sup>2</sup>Applications for information relating to the data processed by the provider of MOOCs or the platform-provider of MOOCs must be submitted by the data subject to the responsible office of the third party.

#### §9. Entry into Force

These regulations enter into force on 10 November 2016.

On behalf of the Executive Board of the University

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<sup>4</sup> LS 170.4