



Online Professional English Network (OPEN) User Agreement

Welcome to the OPEN Community of Practice (CoP). This online platform is made available as a networking, learning and collaboration tool that allows you to:

- Connect with OPEN alumni from around the world
- Share your knowledge and application of TESOL skills with other educators
- Access open educational resources easily and in one place
- Engage in community discussions, alumni events and interest communities to build cross-cultural understanding.

By using this service you affirm that you are at least 18 years of age and are agreeing to this user agreement.

If you do not agree with our user agreement, please do not join the site or access or otherwise use our Service.

User agreement

This document constitutes a legally binding agreement.

1. Introduction

The OPEN Community of Practice (CoP) and Program is sponsored by the U.S. Department of State with funding from the U.S. government, and administered by FHI 360. OPEN offers online courses and virtual engagement opportunities to English language learners, educators and professionals around the world. This community is available to alumni of OPEN courses, Department of State users, partner institutions, and FHI 360 staff.

a. Purpose

The Online Professional English Network (OPEN) Community of Practice (CoP) is an active online forum designed to create connections, facilitate collaboration and knowledge sharing and promote mutual cultural understanding between OPEN course alumni and U.S.-based TESOL experts. Our vision is to build an active OPEN alumni network enabling English professionals worldwide to implement the best possible English learning and teaching practices. Engaging with this professional community will open doors globally so you can further discuss and apply your course learnings, access and share open educational resources and engage with and learn from the diverse community of OPEN alumni and guest TESOL experts.

2. Safe use and social media do's and don'ts

The OPEN Program makes every effort to ensure that this service is safe to use and that the details contained on the site are accurate. But it is not possible to guarantee that everything will be secure all the time.

In order to reduce the risk of something going wrong, please observe the following rules on safe use.

Do

You agree to:

- Set up your profile using your real name
- Make sure that all other information used in your profile is accurate and kept up to date
- Observe all the applicable legal requirements in your jurisdiction. These include but are not limited to laws on privacy, libel, fraud, intellectual property and anti-spam
- Behave on the site in a courteous, honest, truthful, professional and entirely appropriate manner
- Be respectful of other cultures, religions and values
- Respect the intellectual property rights or copyrights of others
- Remember that material posted online is often difficult to remove entirely, so only post content that you are unlikely to regret later.

Don't

You agree not to:

- Create a profile using a false identity
- Create more than one profile
- Create a profile for a third party
- Share your password or let any other individual access your account
- Misrepresent your academic or professional details
- Act dishonestly or inappropriately
- Upload content that is malicious, intimidating, vulgar, violent, obscene, libellous or discriminatory
- Upload confidential information the disclosure of which could be harmful or illegal

- Upload content that contains viruses or other harmful code
- Disclose or share information or content obtained from other users without their express consent. This includes but is not limited to personal email addresses, phone numbers and credit card details
- Harass, intimidate, bully, threaten or stalk another user
- Use the site to disseminate spam
- Use the site to perpetrate any form of fraud or criminal activity

3. Privacy and confidentiality

The Online Professional English Network (OPEN) Program (the “Program”) is sponsored by the U.S. Department of State with funding provided by the U.S. Government and administered by FHI 360 (joint controllers of personal data). FHI 360 collects and processes your personal information on behalf of the Program to manage your account creation, enrollment and participation in the OPEN Community of Practice (CoP). FHI 360 is committed to protecting the privacy of personal information in connection with management of and participation in the Program.

i.. What we need

The following types of data we collect from you on behalf of the Program includes but may not be limited to: Name, e-mail address(es), phone number(s), location, gender, educational history, and employment history.

ii.. Why we need it

The lawful basis for FHI 360 to collect your personal information is the legitimate interest of FHI 360 and the U.S. Department of State. We need your personal information in order to facilitate your participation in the program, including supporting successful account creation and registration using this COP.

iii.. What we do with it

FHI 360 will only use your personal information for the purposes for which it was collected, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. Your personal information may be shared with FHI 360 staff members who legitimately need the information to carry out their duties to support your participation in the Community of Practice, with the U.S. Department of State and relevant U.S. Embassies, and English Language Fellows or Specialists working with U.S. Embassies to support the OPEN Program.

Personal information may be transferred outside your country. While these countries may have different, possibly weaker, data protection laws, personal information shall not be transferred to another country without an adequate level of protection or the appropriate safeguards in place to protect your rights and freedoms.

iv.. How long we keep it

FHI 360 will keep your personal information for as long as we need it to fulfill the purposes for which we initially collected it.

v.. Your Rights

Depending on your location of residence, you may have the right to:

- Review the data we hold about you at any time by logging in to the CoP and viewing your user profile;
- Request correction of any data that is not personally editable by you;
- Request that we stop using all or part of your personal information;
- Request that we delete or remove personal information;
- Withdraw your consent to data collection and processing at any time;
- Lodge a complaint with your country's relevant supervisory authority.

To exercise any of your rights, send written notice to FHI 360, referencing the OPEN Program:

FHI 360 Data Privacy Officer

Office of General Counsel

359 Blackwell Street, Suite 200

Durham, NC 27701

DPO@fhi360.org

4. Copyright and sharing your content

You own all the content and information you post on the site, but you grant us a non-exclusive, royalty-free, worldwide license to use any content or information you post.

You agree to only post content or information that does not violate the law or anyone's intellectual property rights. We are not responsible for any posts you make to the CoP that violate the law or anyone's intellectual property rights. If you post content that violates others intellectual property rights, you, and not the CoP, OPEN, Department of State, or any other entity will be held responsible.

The content and information you provide will be displayed to other users of the platform. In publishing content or information to the site, you are allowing access and use of that information by others (including people off the site) and allowing them to associate it with you, your name and profile. We are not responsible for any misuse or misappropriation of any content or information you post.

Please bear in mind that any content that you delete may continue to exist online to the extent it has been shared or accessed by others.

5. Other users' content and rights

You will not take any action on the site which infringes or violates the rights of another user.

We can remove any content you post if we reasonably believe that it infringes the rights of another user.

You may not defame, stalk, bully, harass, threaten or intimidate another user.

If you collect information from other users, you will explain how you intend to use the information and obtain their express consent.

6. Mobile devices

If you access the site using a mobile device, you will incur your carrier's normal rates and fees, such as data charges.

You give consent for other users to synchronize content posted by you to their mobile devices.

7. Disclaimer, limitation of liability and indemnification

You use this platform at your own risk. We provide the service without express or implied warranties of merchantability and fitness for purpose. We do not guarantee that the site will be safe, secure, error-free or that it will function without interruption.

The OPEN Program, the U.S Government and FHI 360 shall not be liable to you or others for any indirect, incidental consequential or punitive damages arising from (but not limited to) loss of data, opportunities and reputation from using the service.

The OPEN Program, the U.S Government and FHI 360 are not responsible for the actions, content or data of third parties and you release us, our commissioners, directors, officers, managers, employees and agents from any claims and damages, known and unknown.

You acknowledge and agree that the OPEN Program, the U.S Government and FHI 360 have no obligation to monitor or take any action with respect to user content. But we do reserve the right to edit the site and delete any user content for any reason and without notice to users. You agree that the OPEN Program, the U.S Government, and FHI 360 have no responsibility or liability in connection with your use of any user content.

Should anyone bring a claim against the OPEN Program, U.S Government and/or FHI 360 related to your actions, content or information, you will indemnify us and hold us harmless from and against all damages, losses and expenses (including reasonable legal fees and costs) related to such a claim.

8. Miscellaneous

Links to other sites

We do not endorse or accept responsibility for the content of any third party website. Links to other websites are used solely at your own risk.

Use of cookies

You agree that we may place 'cookies' on your browser to provide us with information about your use of the site and to facilitate your navigation around the site and store your preferences.

Furthermore, you agree that we may collect technical data about your usage of the site in order that we may continue to improve the services we offer.

9. Changes to this Policy or to the level of service

We reserve the right to amend this user agreement from time to time. In the event that we make significant changes, we will notify you by an email to your primary email address. In order to be aware of less important changes, we would ask that you review the current version of this agreement from time to time.

We further reserve the right to change, extend or reduce the scope of the service we are providing. This may include us suspending or ending part or all of the service.

We are not providing a storage service. We do not commit to continuing to store or display any information or content you have posted to the site. You agree that we have no obligation to store and maintain your data. Nor are we obliged to provide you with copies of any of your content except to the extent required by applicable law.

10. Termination

Either party to this agreement may end it at any time. If we choose to delete your account, we will notify you by email or the next time you attempt to access the site.

To the extent that you have shared content and information through the site, other members retain the right to re-share that content even after termination of your agreement with us.

Effective Date: 6/15/2021