

Terms of use E-Learning Platform of DZNE Clinical Research (DECLARE)



The web-based e-learning platform of DZNE Clinical Research (DECLARE) is operated by the DZNE Clinical Research Platform.

§ 1 Subject of use

(1) These terms of use apply to the use of the e-learning platform of the DZNE Clinical Research (DECLARE).

(2) The DZNE is entitled to amend these Terms of Use at any time. Furthermore, the DZNE is entitled to prohibit individual users from using the platform. In such cases, the DZNE must inform the respective user in a timely manner about the change or cancellation of the right of use in a suitable form.

(3) The ILIAS software on which DECLARE is based is open source software published under the General Public Licence (GPL).

§ 2 Scope of use and services

(1) Only registered users are entitled to free use in accordance with these Terms of Use. Only employees of the DZNE and its cooperation partners as well as employees of academic partners of the DZNE are authorized to register (this includes but is not limited to e.g. members of SCA and ARCA Global and ERN-RND)¹.

(2) For registration, the user must apply for use at the Clinical Research Platform (CRP) of the DZNE. For this purpose, he/she shall transmit all data required in the application form to the quality management of the CRP at quality-management-kf@dzne.de.

(3) The contract is concluded after the setup of an access with agreement to these terms of use within the scope of the first login. The user assures with his consent that the information provided by him about his person and other circumstances relevant to the contract are complete and correct.

(4) The user may use the contents in the intended manner. The DZNE remains the owner of all content in DECLARE at all times.

(5) The DZNE does not guarantee permanent and error-free functionality of DECLARE. The DZNE reserves the right to interrupt operation, e.g. for maintenance work. The DZNE reserves the right to make changes and updates at any time or to change, supplement or delete the entire offer without prior notice or to temporarily or permanently discontinue the availability of DECLARE.

§ 4 Duties of the user

(1) The form, content and purpose of its use must not violate the law, the rights of third parties, morality and good scientific practice.

(2) The user may not make any changes to the course content, he undertakes not to copy and reuse the content. Commercial re-use of the training course contents and individual elements is prohibited.

¹ see <http://ataxia-global-initiatives.net/sca-global/>, <http://ataxia-global-initiatives.net/arca-global/> and <http://www.ern-rnd.eu/>

(3) The user may not allow third parties access to DECLARE via his account. Only the user himself/herself is entitled to use DECLARE via his/her own account. He must ensure that his access data is not accessible to third parties.

(4) The user must treat the content to which the user has access as confidential.

(5) Users are prohibited from carrying out procedures that are suitable for deducing the identity of probands shown in training videos.

(6) If the user violates his obligations of use, he is liable to the DZNE for any resulting damages.

§ 5 Training certificate

(1) After successful completion of training courses, the DZNE issues the respective user with a training certificate. The training certificate is a confirmation of participation, which does not certify any other special qualification.

§ 6 Liability

(1) No responsibility is taken for contents to which direct or indirect reference is made (links) and which are outside the sphere of influence of the DZNE.

(2) No responsibility is taken for the topicality and completeness of the content provided on the learning platform.

(3) Liability claims against the authors and the operators of the learning platform relating to material or non-material damage caused by the use or non-use of the content provided or by the use of incorrect or incomplete content are excluded. Any use is at your own risk.

(4) The DZNE is only liable to the user for damages resulting from an intentional or grossly negligent breach of contract.

(5) The exclusion of liability does not apply to damages resulting from injury to life, body or health or violations of the Product Liability Act. In this respect the legal liability remains unaffected.

(6) The aforementioned limitations of liability also apply to breaches of duty by the legal representatives and vicarious agents of the DZNE.

§ 7 Data protection

(1) All personal data resulting from the contents of the DELCARE platform are to be treated exclusively within the permissible framework of the European Data Protection Basic Regulation (EU-DSGVO).

(2) The users commit themselves to comply with the EU-DSGVO.

(3) More detailed information on data protection and on the data collected in the course of using DECLARE can be found at: <https://www.dzne.de/en/data-protection>