

UHI Toolkit – Terms and Conditions

The Toolkit is owned and maintained by the University of the Highlands and Islands (UHI). By using UHI's Toolkit or any of its content, you accept and agree to be bound by these Terms and Conditions. If any of the Terms and Conditions are unacceptable to you, please do not use the Toolkit or its content.

As used in these Terms and Conditions, the terms “we,” “us,” and “our” refer to both UHI and the Academic Partners. From time to time we may make changes to these Terms and Conditions and all users will be notified by email. The modified terms will be binding immediately. By ‘content’ we include all objects - text, images, graphics, multimedia, information, etc.

Using the Toolkit and its Contents

1. All staff of the University of the Highlands and Islands (UHI) and UHI Academic Partners may access, link to, read, copy and repurpose material contained in the Toolkit for educational (non-commercial) purposes connected with teaching UHI registered students and UHI staff, subject to the copyright conditions attached to each object.
2. No object or any portion of an object may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial, revenue generating or non-educational purpose without the express written consent of UHI or the copyright owner where the copyright owner is not UHI.
3. Images within the Toolkit image bank can be reused and repurposed in the development of academic content only.
4. In using the Toolkit you agree that you:
 - a. will not use the Toolkit in any way that will infringe copyright;
 - b. will not use the Toolkit in any way that may lead to the encouragement, procurement or carrying out of any criminal or other unlawful activity;
 - c. will not use the Toolkit to impersonate any person or entity nor falsely state or otherwise misrepresent your affiliation with a person or entity;
 - d. will not cause any part of the Toolkit to be interrupted, damaged or otherwise impaired.
 - e. will not post comments or send communications which are illegal, obscene, abusive, threatening, defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties, be objectionable or consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."
4. We do not approve or endorse the content of linked third-party sites, and you agree that we will have no responsibility or liability in connection with your use of any linked third-party sites.

Uploading Content to the Toolkit

1. All staff of UHI and UHI Academic Partners may upload objects or links for publication in the Toolkit in accordance with the upload process.
2. In uploading content to the Toolkit you agree that:

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- a. you have the right to upload the Content to the Toolkit.
- b. you have fully researched and detailed any third-party licenses relating to the Content.
- c. you have fully researched and disclosed the ownership status and copyright of the Content.
- d. you have obtained permission in writing from third party copyright holders to make the uploaded Content available to others under designated access conditions and have the right to use any trade marks incorporated in it. Evidence of the permission has been sent to toolkit@uhi.ac.uk
- e. you will not upload any Content (including, text, image, video or audio files) which infringes intellectual property rights, including the rights or privacy of any third party or is in any way illegal.
- f. you will not upload any Content that is obscene or indecent; or is defamatory of any person.
- g. you will not upload any Content that may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- h. you will not upload any Content that contains or installs any viruses or other harmful or destructive content.

Uploading Images

Images can only be uploaded into the Toolkit under two license types:

Copyright UHI, all rights reserved – use this option when UHI own the image that is being uploaded. This usually means that it was taken in/during work time or for the purpose of work at any other time.

Used under license to UHI – use this option when you own the copyright but you are willing to allow UHI staff to use the image for the business of the University. This usually means it is a personal photo that was taken by you in your own time.

Removing Content from the Toolkit

You are entitled to remove your content from the Toolkit at any time however any content (resources and images) that have been downloaded and used by Toolkit members and/or the University will retain the license type attributed to them when they were originally downloaded. It will not be possible to stop usage of the content that began when the content was part of the Toolkit. There will be no obligation on UHI to retrospectively change licenses or remove resources that have used the image as originally licensed.

After the point of deletion from the Toolkit the resources will not be usable in any new material unless they are sourced by alternative means and include proof of copyright/ownership.

Complaint procedure

In the event that you are aware of any content in the Toolkit breaching any applicable law or licences including these Terms and Conditions you are obliged to inform the Toolkit Administrator immediately.

In the event that any of your submissions become subject to complaint, the Toolkit Administrator may remove or disable access to the resource pending investigation.

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Contact: toolkit@uhi.ac.uk

Takedown policy

The aim of the UHI Toolkit is to provide a sustainable facility to share teaching and learning resources for all UHI and AP staff to use. The success of the Toolkit is dependent on staff being willing to share their best resources as well as using those submitted by others.

If you are of the opinion that a resource within the Toolkit:

- is an infringement of intellectual property rights; or
- is an infringement of your moral rights; or
- is offensive or unacceptable in some other way;

Please contact the UHI Toolkit Administrator with the following information.

- the title of the resource
- the nature of the complaint
- any supporting or substantiating evidence

The preferred way to contact Toolkit is via email to - toolkit@uhi.ac.uk.

The Toolkit administrator will attempt to remove visibility of the resource in the Toolkit as soon as possible, pending review by Learning and Teaching. However it is possible that the item contents may be relayed elsewhere and as the Toolkit has no control over such publication it may be necessary to request other publishers to remove the contents of the item from their publication systems. An investigation will take place and you will be notified of the outcome. The Toolkit Administrator may at his/her discretion remove the item permanently from the Toolkit.