

# The PeTeL System – Terms of Use

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## General

Welcome to the PeTeL modular environment for online teaching – learning, by the Department of Science Teaching at the Weizmann Institute of Science (hereinafter: “**the System**”, the “**Department**” and “**the Institute**,” respectively), at the addresses – [PeTeL Physics](#), [PeTeL Chemistry](#), [PeTeL Biology](#), [Petel Mathematics](#), [Petel Computer Sciences](#), [Petel Science & Technology for JHS](#) or any other or additional address that will be decided upon by the Institute.

The System was built based on a Moodle (Modular Object Oriented Dynamic Learning Environment) environment (a free learning management system distributed under the GPL v+3) and it is operated by the Department.

The System includes content and various tools for teaching and learning science in the fields of physics, chemistry and biology. The System is intended for use by teachers in said fields and also by their students in middle schools and high schools in Israel (contingent upon registration to the System as detailed below). The System may be used by authorized users only; that is, by the teachers in the aforementioned fields and by their students in high schools and middle schools in Israel who have registered to use the System (the terms for registration and the Instructions for Teachers Using the System are attached as addendums to the Terms of Use and are an inseparable part of these terms).

The registration, login, and use of the System are subject to these Terms of Use (including the addendums) and to the [Privacy Policy](#) (“**Terms of use**”).

Currently, registration and use of the System do not require payment to the Institute and are provided free of charge. The Institute can decide to amend this policy and determine that these services be provided for a certain fee paid by the users. In this case the users will be notified with a message and the users will be able to decide whether they wish to continue using the System or to stop using it in accordance with the aforesaid message.

Certain parts or activities in the System may be subject to additional terms that will be applicable in addition to the Terms of Use.

Registration, login, or any other use of the System shall constitute your agreement with the Terms of Use. If you do not agree with the Terms of Use you are requested not to register, and not to log into the System and not to use it in any other way.

<p><b>Please read the Terms of Use carefully before registering to the System, logging in or using the System in any other way.</b></p> <p><b>If the Terms of Use will be amended, updates will be sent to every user.</b></p>
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The Terms of Use are written using male pronouns for convenience only. They are intended for both men and women.

## 1. The System

- 1.1. The system is intended for use as an online environment for teaching - learning purposes. It includes, among other things, content (learning materials as defined later on), various tools for learning and managing the learning process, and various forms of communication between teachers and students as well as teachers and teachers.
- 1.2. The system includes various environments for the users: Classroom Environments – closed learning environments for each class (the teacher and students associated to it); Group Environments – closed environments for groups of users (such as a collaborative database or a colleague environment), some of which are closed for teachers only, and Open Environments for all of the system’s users (such as: an experts’ forum).  
The classroom environments (including classroom forums if applicable) are managed by the teachers. The department may appoint managers to the teachers’ and experts’ forums, but it is not obligated to do so.
- 1.3. The system, including its contents and tools, is provided for use as is along with its features and limitations. Although the Institute makes great efforts in order for the system to remain useful and run correctly and safely, the Institute does not guarantee that the System will be free of defects or that it will meet certain needs or requirements. You shall not have any allegation, claim or demand against the Institute or any party acting on its behalf in respect of the System’s features, limitations defects, or in relation to its compatibility with your needs.

<p>The System is in development. It may undergo changes frequently and it may have more defects than other systems that have been used for a long period of time.</p>
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## 2. Use of the System

- 2.1. Only authorized users may log in and use the System, only in environments that are intended for them.
- 2.2. In order to access the System, the Department (or a third party as determined by the Department) will provide you with a method of access (as long as the Institute has not stated otherwise the method of access is: username and password).
- 2.3. The login credentials are personal and are meant solely for you. They cannot be shared with others or given to others for their use. In any event where you are concerned that your login credentials have been exposed to a third party, please reset your password immediately (using the password reset function found in your user profile) and inform us immediately (in accordance with the following details). In any event in which there is suspicion that a user’s login credentials were exposed to third parties please inform us immediately (in accordance with the following details).
- 2.4. Use of the System including its contents, is subject to the Terms of Use, intended for teaching and independent learning purposes only and subject to any law. The System and its content must not be used for any other purpose. Furthermore, the System, any of its parts or content must not be used for commercial purposes.

Without detracting from the aforementioned, excluding the explicitly permitted use described above, the System must not be used for any other use, and must not be copied, recreated, translated, distributed through any means, displayed publicly, performed, processed, changed, soled, rented or used, either by you or by a third party or with their collaboration, in any way or method, in the system (including parts of it or its content) without receiving the Institute’s approval in writing beforehand.

- 2.5. You agree to act responsibly while using the System and to treat other users with respect as well as any other entity that may be harmed by your use of the System.
- 2.6. Access to environments that are closed for other users. You must not access, attempt to access or assist others in accessing, the environments that are closed for other groups of users, that do not include yourself.
- 2.7. The System includes tools that enable you to create and upload contents as well as communicate with other users, in order to facilitate a fruitful and focused learning experience. In addition to the following section 3, or to any other guideline in the Terms of Use, if you choose to upload content to the System, you will be solely responsible for the content you choose to publish. All communication with others users in the System must be conducted respectfully and concisely.  
It is strictly prohibited to publish content that is:
  - 2.7.1. Viruses, spyware, Trojan horse etc.
  - 2.7.2. False, misleading or distorted.
  - 2.7.3. Pornographic or sexually explicit.
  - 2.7.4. Content that violates copyright or other intellectual property rights of third parties.
  - 2.7.5. Defamatory.
  - 2.7.6. Content that violates rights of privacy.
  - 2.7.7. Racist or discriminatory.
  - 2.7.7.1. Content that encourages conduct that would constitute a criminal offense or give rise to civil liability.
  - 2.7.8. Commercial or advertising, including hidden ads.
  - 2.7.9. Disturbing, harmful or threatening.
  - 2.7.10. A link to sites that contain the contents described in the above subsections 1-10.
- 2.8. Before uploading files to the System, you must scan them with an updated antivirus and anti-spyware program.
- 2.9. The Institute may, at the Institute's sole discretion, remove (completely or partially) contents that violate the Terms of Use.
- 2.10. The Institute may, at the Institute's sole discretion, block temporarily or permanently, in a limited or complete manner, any use of the system immediately or after giving a warning, if it is revealed or suspected that you are not using the System in accordance with the Terms of Use.
- 2.11. You bear the full and sole liability for any such prohibited use made by you and hereby undertake to indemnify the Institute in respect of any damage incurred as a consequence thereof.

If you feel that content published by another user is offensive to you, you are welcome to contact the Institute (in accordance with the details below) and we will address your inquiry as soon as possible.

### 3. Intellectual Property

- 3.1. The copyrights and intellectual property rights to the System and Contents contained in the System that have been uploaded by the Department and anyone on the Institute's behalf ("**System Content**" or the "**Content**") and excluding "User Content" (content that is uploaded by registered users that are not part of the Institute's personnel ("**Teachers**" or "**Students**") for which section 3.2 is applicable, and including its trade-names and trademarks, are the property of the Institute or of third parties from whom the Institute acquired a usage license as required by law, unless otherwise expressly indicated.
- 3.2. Content uploaded by users – Teachers and Students, to the System.  
Upon uploading content to the System: (1) you hereby declare and agree that you are permitted and entitled to publish the Content that you are publishing and that you own the copyrights to or have acquired the permission required by law to publish said Content and to grant the Institute license as detailed hereinafter; (2) You grant the Institute an irrevocable, unlimited, universal license without compensation to use, copy and distribute the Content, as well as publish it in any media (including print, on other or additional websites, in other locations on the website, in applications, in the Institute's publications etc.), and to change, create derivative works, and grant sub-licenses, for the purpose of teaching and learning (3) You grant the Students irrevocable permission to use the Content as well as copy it, create derivative works, all for the Students' learning purposes.
- 3.3. It is hereby clarified that uploading Content to the System by Teachers is also subject to the "Instructions for Teachers Using the System" guidelines, that are attaches as an addendum to the Terms of Use and are an inseparable part of them.
- 3.4. The term Content includes contents of any kind, including texts, graphs, figures, sound files, video files, data etc.

**If you feel that certain Content in the System is violating your rights, please let us know as soon as possible (in accordance with the details below) and we will promptly address your inquiry.**

## **4. Links to the System and From the System**

- 4.1. The System Content can include links to external websites. Unless otherwise expressly stated, these sites are not under the Institute's control, supervision or responsibility and the Institute does not and will not hold any responsibility for said websites.
- 4.2. Links to the System – the System's login page can be linked to non-prohibited websites only. Prohibited Websites – pornographic sites, sites encouraging or facilitating illegal activity, racist sites and hate sites. You cannot place the link in a way that suggests the Institute's sponsorship or relation. The Institute reserves its right to withdraw its permission and demand that the links be removed at its sole discretion.
- 4.3. Creating links to internal pages or "deep links", framing or any other similar action (an action that presents the System's Content in combination with external content) is prohibited.
- 4.4. Teachers are allowed to send to Students who are registered in the System, deep links to the classroom environment and to other environments in the System that are open to Student users.
- 4.5. Please note that publishing links in the System by users is subject to the Terms of Use and specifically to the guidelines in section 2 above.

## **5. Cookies**

- 5.1. The System uses Cookies, and on this topic see the information published on the [System login page](#).

## **6. No Liability and Indemnification**

- 6.1. The System including its features, limitations, contents and tools is provided for use as is without any liability of any kind, express or implied, by the Institute or anyone on its behalf.
- 6.2. The Institute does not guarantee the availability or quality of the System, or that the System will operate regularly, safely, without errors, malfunctions or disturbances, or that using it will result in a certain outcome.
- 6.3. The Institute is not and will not be liable for any damage of any kind (including: direct, indirect, special consequential etc.), loss of profit, expense, discomfort or loss that might be caused due to using the System or the inability to use the System, parts of it or any of its tools.
- 6.4. Currently the System can be used free of charge. A fundamental condition to using the System is that you expressly agree that usage of the System is your responsibility and that the Institute, or anyone acting on its behalf, shall not be liable towards you in any way for use, including inability to use, the System.
- 6.5. The Institute is not and will not be liable for any usage or content uploaded to the System by its users.
- 6.6. You hereby undertake to indemnify the Institute or anyone acting on its behalf (including: its employees, managers, the teaching personnel in the Institute etc.) in respect of any damage, loss, loss of profit, payment or expense that might be caused due to a violation of these Terms of Use, including for any allegation, demand or claim raised against the Institute by a third party as a result of your usage of the System, including Content published by you.

## 7. Changes in the System and Discontinuing the System's Activity

- 7.1. From time to time, the Institute may change the System's structure, graphic or functional design including its tools and contents, at its sole discretion. The Institute may, but is not obligated to, announce these changes in advance.
- 7.2. The Institute may discontinue or limit usage of the System or parts of it at any time temporarily or permanently. If possible, the Institute will announce this in advance.
- 7.3. Changes, discontinuations or limitations as mentioned above, may involve disruptions or inconvenience. You shall not have any allegation, claim or demand against the Institute regarding the implementation of said changes, or due to disruptions occurring as a result of implementing said changes.

## 8. Updating the Terms of Use

The Institute reserves its right to amend the Terms of Use from time to time, at its sole discretion. If possible, the Institute will announce the amendments to the Terms of Use in advance, and the amendments will be binding upon you as of the date of the update. Your continued use of the System constitutes as your agreement to the updated Terms of Use. If you disagree with the updated Terms of Use you are hereby requested to stop using the System.

## 9. Privacy Policy

Details provided by you upon registration to the website will be retained subject to any applicable law and in accordance with [Weizmann Institute's Privacy Policy](#). A summarized version of the Privacy Policy appears on the [System's login page](#). The Institute shall use the users' personal and private information for the purpose of operating the System, as well as pedagogical studies, and in addition for any use required by law and the Institute's privacy protection policy. In any conflict between these terms and the Institute's privacy protection policy, the Institute's policy will prevail. The link to the summary and the summary itself is for the sake of convenience, but the full version is the binding version.

## 10. Direct Mailing

When joining and registering you will be asked to provide an email address that will be used by the Institute or the Department to send messages and updates. In addition, you will be asked to give your consent to receipt of email messages and advertisements from the Institute or the Department. It is hereby clarified that you may click on the Unsubscribe button at the bottom of the emails at any time, in order to stop receiving said emails.

## 11. Miscellaneous

- 11.1. A term defined in a certain section of the Terms of Use, its definition shall apply wherever it is mentioned. Use of the System shall be subject solely to the laws and regulations of the State of Israel (without giving validity to referrals to other laws). Any issue and matter relating to the System and these Terms of Use shall be deliberated by the competent courts in Tel-Aviv – Jaffa, who shall have exclusive jurisdiction.

### Contact us

[Via contact form](#)

**By mail:** The Department of Science Teaching at the Weizmann Institute of Science, 234 Herzl Street, Rehovot, 76100, Israel

For the PeTeL Support Team

**By fax:** 972-8-9344115

## **Addendum – System Registration Guidelines**

### **General**

The registration process requires two steps – the Teacher’s registration (and opening a “classroom environment” – classroom or course) and the registration of the Teacher’s Students (by the Teacher or with their help).

### **Registering Teachers**

The registration is performed by contacting the Department directly (with the contact information detailed below).

When contacting the Department for the purpose of registration you hereby declare and undertake that:

1. Your personal information, which you are giving the Institute, are true and complete. It is strictly forbidden to use a fake name or any other name when registering.
2. You are a qualified and active physics or chemistry or biology teacher in middle school or high school in Israel, and you do not know of any intent or events that may lead to your termination from your position as a teacher.
3. All of the students that will be registered by you or through you are either physics or chemistry or biology students.
4. You are aware that usage of the System is subject to the Terms of Use.

Please note that the Institute may, but is the obligated to, validate the accuracy of your aforementioned statements.

### **Registering Students**

Students can be registered by you or with your help, in accordance with the instruction you will receive after your registration.

### **Registration is for a Limited Time**

Each classroom environment is valid for 36 months (as long as the Institute has not decided otherwise or exercised its rights according to the Terms of Use).

**These guidelines are a part of the System’s Terms of Use.**

### **Contact Us**

[Via contact form](#)

**By mail:** The Department of Science Teaching at the Weizmann Institute of Science, 234 Herzl Street, Rehovot, 76100, Israel

For the PeTeL Support Team

**By fax:** 972-8-9344115

## **Addendum – Instructions for Teachers Using the System**

### **Dear Teacher,**

The Department of Science Teaching at the Weizmann Institute of Science expends substantial resources in order to provide you and your student with a rich online teaching environment full of content, teaching and learning tools. We hope that you benefit from them.

Following are general guidelines that may help you while you use the System.

The System includes a number of environments, a “classroom environment” – a closed environment for you and your students, environments for teachers only (such as: a collaborative database or a colleague environment) and environments for all of the users (such as: “Ask the Experts”).

The classroom environment is a closed environment intended only for you and your students.

Please instruct your students:

- To make sure they use the System in their designated environments.
- To use the System appropriately, in accordance with the Terms of Use and only for its intended purpose.
- To refrain from uploading identifying information to the System that is not required for registration or for using the System, about themselves or other students, or any other information that is not required for learning purposes.
- Please make sure to receive consent from the student’s parent for using the System and providing the aforementioned information. Your usage of the System and/or authorizing your students to use the System, shall constitute as consent and approval that parental consent was indeed given. Without this consent, please refrain from granting the student with said authorization.

Please make sure that the conversation in the classroom environment remains respectful and concise, and see to removing any content that you believe to be inappropriate as soon as you are aware of it.

#### **Retaining and using your students’ System usage data**

Using the students’ scores and performance in the System – subject to the System’s privacy policy, the Department or the Institute do not track or use the students’ personal scores in the System and they are intended for the teachers and students only (the Institute may use the scores anonymously and without connecting them to a specific student, as detailed below).

You must determine at your discretion (and subject to the common guidelines at your school and the Ministry of Education guidelines) if and how you will consider the students’ scores or the rest of their System usage data, and you must share your decision with them. We recommend that you do this in writing and we will be permitted to require you to do so.

In any event, the students’ System usage data is intended for teaching purposes only and subject to any law. This is your responsibility. This data must not be used or transferred for any other purpose, without receiving lawful consent or in accordance with the provisions of the law, and in any case said use is solely your responsibility.

Retaining your students’ usage data – please note that at the end of your classroom environment’s term of validity (as detailed in the registration guidelines addendum) the environment will close down and the usage data will be retained for an additional period of thirty-six months (unless the Institute announces otherwise on shortening or prolonging this period of time). If you will be interested in retaining the data during that period or after it, please take steps to do so, we will publish instructions on how to do this and would be happy to assist you with this in any way we can.

### **Using the System’s Contents**

The System enables the teachers to locate Content in the collaborative database, transfer it to each teacher’s personal environment in which their students are registered, design and adjust the teaching sequence to their classroom and eventually share the successful activities with colleagues from all over the country. The collaborative database contains Content

(educational content by the Department and by third parties that allowed it to be used in the System). It is intended for you to use. The Department makes every effort to make the Content useful while allowing you to focus on teaching.

Furthermore, you are allowed to change, edit or add your own Content in the classroom environment. This means that you are allowed to use all of the Content in the System, change, update and add to it, and every other user will be permitted to do the same with your Content; all of this is to allow all of the users to enjoy the System Content as well as enrich it.

### **Colleague Environment**

One of the unique characteristics of the PeTeL System is the “Colleague Environment”, which allows the teacher to share Content that they developed as well as insights from activities in their classroom with all other PeTeL teachers.

The colleague environment has the following features:

- The “Teachers Influence and Follow” feature, which allows teachers to receive an alert each time a teacher that they are following uploads new Content to the collaborative database.
- The “Teacher Colleagues” feature, which allows teachers to ask for access to the teaching sequences of other teachers, and see how they are built as well as use them partially or completely; a teacher-colleague is not exposed to the details and products of students who are from the host teacher’s classroom due to privacy considerations.

All of these features were developed in order to support teachers and create a convenient and quick connection between the teachers who are located all over the country.

The teacher is permitted to log into the colleague environment or log out at any time.

### **Using Third Party Content**

Should you choose to use third party Content (that is Content that is not System Content or your own original Content) you have the obligation and the responsibility to make sure that you are permitted to do so. Please take into account that most of the Content may be subject to third party copyrights.

Please remember that simply because certain Content is published online and can technically be copied and distributed easily and without technical restrictions, does not mean that this is allowed.

In any case, the responsibility for using your Content as well as third party Content lies solely upon you and the Institute shall not be responsible for your usage of said Content.

You must make sure to be especially careful with Content from others’ textbooks and images from the internet.

Many people mistakenly believe that using images found online without permission (including images uploaded by users to forums, social media networks etc.) is allowed. Many people who own the copyright of the images usually enforce their rights, and using images or other Content without permission may constitute as copyright infringement and entitle the owner to be compensated with general damages.

Therefore, please refrain from using images found online, unless it is expressly stated that you are permitted to do so.

### **Links to External Content**

You must completely avoid framing and hidden links to third party Content (in such a way that the user is viewing this Content at the same time as System Content as if they were part of the System) without receiving explicit permission from said third parties. Even when using regular links to third party Content you must make sure to link only legal sites that are related to the learning material in the System, and make sure that the terms of use of said sites do not forbid links. In any case of doubt, we recommend that you contact the owner of the website and ask for their permission to place a link to their website.

## **Distributing Content that You Created in Other Environments in the System Beyond the Classroom**

If you wish to do so, you may share your created Content with others, by uploading it to the teachers' shared environments. Teaching Content that is uploaded to the collaborative database is published after undergoing a professional, general and initial inspection by the Department. The Department's said inspection is strictly professional and does not constitute as permission to use third party Content, as the Department does not inspect and is not responsible for the proper use of third party Content – the responsibility for not infringing on copyrights lies solely upon you.