**NUS MOOC Transacts Corpus Data Sharing Platform**

**Data Use Agreement**

National University of Singapore (“NUS”), a public company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) with its registered office at 21 Lower Kent Ridge Road Singapore 119077. NUS’ School of Computing (“SoC”) has produced NUS MOOC Transacts Corpus which is a dataset that annotates discussion forums from NUS Courses (“MOOC Corpus”) managed by SoC.

MOOC Corpus can be [(A) subscribed under licence (“Licensed Data”) pursuant to the terms set out <http://bit.ly/wing-nus-mooc-transacts-corpus-request-form> by researchers from academic institutions for use only for academic research purposes subject to the terms set out hereinbelow. The right to licence the MOOC Corpus under different terms, or to stop distributing or making available the MOOC Corpus is reserved. All other rights not expressly granted by NUS are reserved.

**Free Access Data**

NUS, acting through its SoC, provides you with access to the MOOC Corpus under Free Access category free of charge subject to the terms set out hereinbelow (these “Data Sharing Terms”). Use of data derived from the MOOC Corpus, which may appear in formats such as tables and charts shall also be subject to these Data Sharing Terms.

# APPLICATION PROCESS

* 1. Please fill out the information in the application form below if you are interested to obtain any MOOC Corpus.
  2. Applications to receive MOOC Corpus must be made via via the Application Form: <http://bit.ly/wing-nus-mooc-transacts-corpus-request-form>. Email requests will not be processed. SoC reserves the right to contact you for more information to process your application. You will receive a response shortly acknowledging your application for access at the email address you provided.
  3. SoC reserves the right to reject applications at its sole discretion.
  4. For approved applications, the decryption key will be sent to you at the email provided by you in the completed Application Form you. We will endeavour to respond within one working week (5 business days).

# LICENCE AND TERMS AND CONDITION OF USE

* 1. Subject to the limitations in these Data Sharing Terms, SoC grants you the non-exclusive, limited and revocable right to access and use the MOOC Corpus provided to you by SoC following approval of your application solely for your academic and research purposes only. The copyright licensed includes any individual elements of the MOOC Corpus, but does not cover the copyright over the contents collected into MOOC Corpus for example works such as images, audiovisual material, text or sounds images independent of the MOOC Corpus
  2. The individual items of the contents contained in this MOOC Corpus may be covered by other rights, including copyright, patent, data protection, privacy, or personality rights, and this License does not cover any rights (other than database rights or in contract) in individual contents contained in the MOOC Corpus. For example, if used on a database of images (the contents), this License would not apply to copyright over individual images, which could have their own separate licenses, or one single license covering all of the rights over the images.
  3. Rights not covered.

a. This Licence does not apply to computer programs used in the making or operation of the MOOC Corpus;

b. This Licence does not cover any patents over the contents or the MOOC Corpus; and

c. This Licence does not cover any trademarks associated with MOOC Corpus and/or of the Licensor.

* 1. When your licence agreement has been approved, you shall receive a decryption key. Running the decryption key against the data will permit you to receive the raw comma separated values (.csv), ASCII data for your use.
  2. By submitting the Application Form to obtain access to MOOC Corpus, you agree to comply to these Data Sharing Terms and to adhere to NUS’ [Acceptable Use Policy](https://comcen.nus.edu.sg/services/it_security/acceptable-use-policy-aup/) (AUP).
  3. You agree that you will not redistribute, make duplicates or printouts of the MOOC Corpus or any part thereof to other individuals who have not expressly accepted the terms of these Data Sharing Terms or without prior written permission from NUS. For the avoidance of doubt, MOOC Corpus shall include any extraction or re-utilisation of the whole or any part of MOOC Corpus into a new database, any translation or adaptation of the MOOC Corpus ( MOOC Corpus Derivatives) and any distribution or access to such MOOC Corpus Derivatives must comply with this Section 2.6. You may use the MOOC Corpus as follows:

(a) as permitted by Singapore law; or

(b) three screenshots or portion of MOOC Corpus (not exceeding 250 words may be used for the sole purpose of clariﬁcations in academic publications or presentations;

subject to the requirement that for Section 2.5 above, you need to cite the source if you are quoting from or using any MOOC Corpus information. The source should be cited in the acknowledgement or reference section of the work.

* 1. You shall not seek to sub-licence, sell, revise, distribute or make any commercial use of the MOOC Corpus in any medium. Except as expressly stated in these Data Sharing Terms, NUS does not grant you any rights or licence, express or implied to the MOOC Corpus and you must not access and/or use the MOOC Corpus in any manner other than as expressly permitted by the terms hereof.
  2. The MOOC Corpus must not be used for any commercial, advertising or business purposes. This includes the sale or licensing of MOOC Corpus or any part thereof, and/or any other arrangement to generate revenue for you and others you may pass the information to or for any research that directly leads to commercial purposes such as but shall not be limited to:

(i) Training or validating commercial systems;

(ii) Using screenshots of participants in the MOOC Corpus for advertisements;

(iii) Selling data from the MOOC Corpus;

(iv) Creating military applications; or

(v) Creating surveillance applications.

* 1. By applying to obtain MOOC Corpus, you acknowledge that you will use these items responsibly in accord with the ACM Code of Ethics <https://www.acm.org/code-of-ethics>. You undertake to exercise at least the same degree of care as you use with your own data and Confidential Information, but in no event less than reasonable care, to protect the MOOC Corpus from misuse and unauthorized access or disclosure. You shall not use the MOOC Corpus for any purpose, intentionally or unintentionally, or in any manner that will violate any applicable local, state, national or international law.
  2. You shall use appropriate safeguards to protect the MOOC Corpus from misuse and unauthorized access or disclosure, including

(a) maintaining adequate physical controls and password protections for any server or system on which the MOOC Corpus is stored,

(b) ensuring that MOOC Corpus is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and

(c) taking any other measures reasonably necessary to prevent any use or disclosure of the MOOC Corpus or any part thereof other than as allowed under these Data Sharing Terms or otherwise as expressly agreed to in writing by SoC.

# INDEMNITY

* 1. You acknowledge that the use of MOOC Corpus received by you is at your own risk. NUS shall not be responsible for any corrupted files, loss of data or damage to your hardware or software, either directly or indirectly, as a result of files downloaded. In no event shall NUS, and/or SoC or any of the third parties contributing the Free Access Data be responsible or liable to you for any loss or damage of any sort incurred by you in connection with your use of the MOOC Corpus.
  2. If you violate the relevant laws or provisions above in a way that constitutes infringement on a third party’s rights or properties or cause any loss/damage to a third party, you shall be answerable to the third party and shall fully indemnify NUS at all times against all liabilities, losses, damages, costs (including legal costs) and expenses which NUS may sustain or incur, directly or indirectly as a result of your use of the MOOC Corpus, fraud, negligence, misconduct, breach of these Data Sharing Terms or as a result of any claim , action or proceeding made by a third party against NUS in connection the reproduction of the MOOC Corpus or any part thereof by you.
  3. You acknowledge and agree that NUS services may be shut down, temporarily unavailable, delayed in data transmission, or cause errors in data transmission or processing due to failures of the hardware or software facilities, failures of the communication line, or unauthorised access to, alteration of, or use of this website; and that NUS shall not be liable for any resulting damages. NUS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the application to request for or your access of the MOOC Corpus or any part thereof at our sole discretion with or without prior notice to you.
  4. The MOOC Corpus is primarily intended for scholarly and academic research. You are solely responsible for any comments, expressions, pictures, texts, figures/diagrams or remarks made using the MOOC Corpus. NUS shall not be responsible for any inappropriate, libellous, inflammatory, seditious, false, disparaging, misleading remarks or conclusion made by you or for any fraudulent use of the MOOC Corpus.

# PRIVACY STATEMENT

* 1. To process, administer and/or manage your relationship and/or account with NUS, NUS will necessarily need to collect, use, disclose and/or process your personal data or personal information about you. Such personal data includes your information collected in the Application Form and any other personal information provided by you or possessed by NUS. Such personal data will be collected, used, disclosed and/or processed by NUS for the purpose(s) of processing your Application Form and complying with applicable law in administering and managing your relationship and/or account with NUS. Your personal data may/will be disclosed by NUS to its third party service providers or agents (including its lawyers / law firms), which may be sited outside of Singapore, for one or more of the above purposes, as such third party service providers or agents, if engaged by NUS, would be processing your personal data for NUS for one or more of the above purposes. By submitting the Application Form, you:

1. consent to NUS collecting, using, disclosing and/or processing your personal data for the purposes as described above;
2. consent to NUS disclosing your personal data to its third party service providers, or agents (including its lawyers / law firms), for the purposes as described above;
3. consent to NUS transferring your personal data out of Singapore to its third party service providers, or agents where such third party service providers or agents are sited (whether in Singapore or outside of Singapore), for the purposes as described above; and
4. represent and warrant that the personal data provided by you in the Application Form is correct and current, and that you have read and understood the above provisions.

Save as provided above, your personal data will not be disclosed or distributed to a third party without prior consent, and it will be handled in accordance with the Personal Data Protection Act 2012 in Singapore.

# OTHERS

* 1. NUS reserves the right to amend these Data Sharing Terms at any time at NUS’ sole discretion. The amended provisions shall be posted to this website <https://github.com/WING-NUS/NUS-MOOC-Transacts-Corpus>. NUS may not send out individual notices of the amendment.

In the event that you are not agreeable to any of the amended provisions, you may elect to terminate the licence by providing notice in writing to NUS whereupon your rights to use the MOOC Corpus shall cease .

* 1. You may not publicly represent or imply that NUS or SoC is participating in, or has sponsored, approved or endorsed the manner or purpose of your use or reproduction of the MOOC Corpus.
  2. You may not use any trademark, official mark, official emblem or logo of NUS or NUS, or any of its other means of promotion or publicity, without prior written consent from, nor in any event to represent or imply an association or affiliation with, NUS or SoC as applicable.
  3. To the fullest extent permitted under applicable law, the MOOC Corpus is provided on an “As Is” and “As Available” basis. NUS and SoC disclaim any and all express or implied warranties or representations of any kind to the fullest extent permissible by law, including without limitation any warranties of fitness for a particular purpose, title and no infringement related to the provision of the MOOC Corpus and shall not be responsible or liable for the accuracy, completeness, usefulness or availability of any data forming part of and/or in the MOOC Corpus.
  4. In no event shall NUS or SoC or any of the third parties contributing the data which is placed on the this website be liable under these terms or at all for any special, consequential, indirect or punitive damages or loss of use, loss of business, loss of profit, revenue or data, whether based in contract, tort (including negligence) or otherwise, to you or any third person arising from your use of the MOOC Corpus even if NUS or SoC is aware or has been advised of the possibility of such damages.
  5. By using the MOOC Corpus or any presentations of data derived from them, you consent to be bound by these Data Sharing Terms.
  6. No agency, partnership, joint venture, employee-employer or franchiser- franchisee relationship is intended or entered by these Data sharing Terms.
  7. The MOOC Corpus are the intellectual property of NUS. The User cannot enforce any intellectual property rights belonging to NUS except with the prior written approval of NUS.
  8. NUS may terminate the Licence to use the MOOC Corpus immediately upon your breach of any of the terms of the Data Use Agreement. However, Clauses 3, 4 and 5 and any other provision which is required to give effect to termination or the consequences of such termination shall survive and shall remain in full force and effect notwithstanding the termination of this Agreement.
  9. These Data Sharing Terms and the agreement between the Parties shall be governed by and construed in accordance with the laws of the Republic of Singapore. You irrevocably agree that the Singapore courts shall have exclusive jurisdiction in relation to any dispute arising from or relating to these Data Sharing Terms, and for such purpose irrevocably submit to the jurisdiction of the Singapore courts.

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**Request Form to decrypt the NUS MOOC Transacts Corpus**

[You should have been directed to this form from this page: https://github.com/WING-](https://github.com/WING-NUS/NUS-MOOC-Transacts-Corpus)

[NUS/NUS-MOOC-Transacts-Corpus. More information about the NUS MOOC Transacts Corpus (“CORPUS”) can be foun](https://github.com/WING-NUS/NUS-MOOC-Transacts-Corpus)d at the above link.

Because of the personal content within the CORPUS, we will be collecting some basic information from researchers that wish to access our CORPUS.

Our CORPUS is intended for access by researchers from academic institutions for use only for academic research purposes (non-commercial) (“Approved Purposes”).

If you are a researcher from an academic institution and you wish to access our CORPUS (“User”), your right of access by you of our CORPUS is conditional to your acceptance and agreement to be legally bound by the terms of the End-User License Agreement (“EULA”) set out below The submission of the Request Form and your access to the CORPUS is based on your compliance to the terms of the EULA.

You will receive a response shortly acknowledging your request at the email address you provided. If approved, we will endeavour to send to the email address provided in the Request Form the decryption key within one working week (5 business days).

If you are an eligible user, wishing to access our CORPUS for the Approved Purposes, please complete this Request Form:

Full Name\*

Position\*

(e.g. Assistant Professor, Research Scientist, PhD Student)

Institution\*

(e.g. University of X, Institute of Y)

Email address (Institutional email)\*

\*please use your institutional email addressIf you are a student, or staff on a temporary contract (e.g. postdoc), please write the name and email of the permanent faculty or staff member at the institution supervising the project.

What type of research questions are you planning to examine with the CORPUS?

This question is optional and not required for access to the dataset. Your response to this question is sought to enable us to assess whether there could be potential for collaborations and for our own reference.