Customer agreement for use of URKUND through Itslearning

The Licensee has ordered access to URKUND, the plagiarism control solution supplied by Prio Infocenter AB in Stockholm, Sweden. In connection with this the parties agree the following:

1. Itslearning shall facilitate the technical integration of Itslearning and URKUND.
2. The Licensee understands that use of URKUND involves the possibility of personal information being transferred from Itslearning to URKUND. The Licensee hereby confirms that it has regulated this in agreements between Prio Infocenter AB and the end users, and that the Licensee is responsible for all data handling in all situations, with the obligations this implies.
3. The Licensee can use Itslearnings standard support services in connection with this integration, but Itslearnings responsibility for support of URKUND is limited to forwarding requests to Prio Infocenter AB. Itslearning is not responsible for the level or quality of support provided by Prio Infocenter AB. The Licensor will not be able to handle requests for changes to the functionality linked to URKUND, such requests shall be sent directly to Prio Infocenter AB.
4. The Licensee understands that any deficiencies in URKUND due to matters outside the Itslearning application are not the responsibility of Itslearning. This means Itslearning is not liable for losses that errors or deficiencies cause at the Customer. Note that the result and the analysis presented in Itslearnings software are not a product of the Itslearnings software, but are a display of data from URKUNDs own tools.
5. If plagiarism or other abuse is suspected such that it is necessary for the Licensee to include Itslearning in the activity beyond that available in the standard Itslearning interface, Itslearning may invoice the Licensee for actual hours used according to applicable standard rates.
6. Prio Infocenter's general terms and conditions are reproduced on the last page of this Appendix and the Licensee hereby confirms it has read and accepted these.
7. Likewise, the Main agreement’s provisions also apply in relation to this Appendix.
To preserve the preventive effect that is generated from the sources that the URKUND services search, it is important that no documents, the request must come from an authorised contact and document ID numbers for each document must be provided to PI/URKUND. If the Customer neglects to do so, PI/URKUND reserves the right to restrict the access to the system with immediate effect until the Customer agrees to help remedy the situation.

1. URKUND’s obligations

The URKUND services will be provided to The Customer “as is” and “as available”. This means that PI/URKUND does not guarantee The Customer that data or the URKUND services will be free of interruption or without prejudice, and that the use of the URKUND services will not be limited to direct losses and cannot be extended to consequential or indirect damages such as anticipated loss of revenue, cost of capital, loss of time or cost of substitute services. Furthermore, PI/URKUND’s liability cannot exceed the amount invoiced during the last invoicing period. Nor does PI/URKUND accept any liability for the consequences of use or misuse of its reports and published recommendations and advice. PI/URKUND shall be considered as exempt of compensation claims and other consequences if PI/URKUND has not been able to fulfil their obligations due to circumstances outside PI/URKUND’s control or circumstances that could not be anticipated (“force majeure’ or ‘act of god’). Exonerating circumstances like these are mainly, but not limited to, industrial actions, war, fire, lightning, earthquake, government legislation or other public rules and regulations.

4. Customer’s obligations

The Customer agrees to act so that the URKUND services are not used in contravention of the Terms & Conditions of this agreement or applicable law. The Customer agrees not to reveal usernames and passwords to unauthorised persons and not to store documents containing information with username and password in such a way that unauthorised persons can access it. The Customer agrees to contact PI/URKUND if it is suspected that unauthorised persons have gained knowledge of The Customer’s username and password. The Customer is responsible for updates of new users and furthermore to make sure that only authorised users have access to the URKUND services. The Customer is responsible in their own name and on their behalf for the material which is sent to the URKUND services and, that the content of the said material is not in contradiction with international law or local law and that the content does not infringe on any third party’s rights.

5. The individual user’s responsibility

a) The Customer hereabove means the individuals, personal users and administrators are comprised of these general terms of the agreement and are accepted by The Customer through connecting to the service. It is the responsibility of each user to adhere to these terms.

b) The Customer hereabove means that this is Personal in the sense that an Individual user is not entitled to give people outside the organisation that access to the user account in any way, for example, by lending it or giving it to someone, through negligence, by disclosing or otherwise disseminating username and password. Individual users must not use the URKUND services in a way that conflicts with the use of the URKUND services for plagiarism checking “documents on behalf of a student before they submit it at another university. Students may only take part in a plagiarism report if the receiving teacher/worker decides to share it.

c) Individual users own only the right to partake of the sources through the URKUND services for the explicit purpose of controlling plagiarism. Use of sources other than for the described purpose is not permitted.

d) In the unlikely event that the user or administrator, through malfunction, unforeseen loopholes or through any other circumstances would receive or find access to information or settings not belonging to their personal user account or institution, the user is obliged to notify PI/URKUND immediately. The user must be aware that the information in this case may not be used by the user and that the user will be responsible for the abuse of the sources.

e) Individual users are entitled to make printouts of documents submitted as part of the normal process where any plagiarism is revealed. No other use of prints from the URKUND services is permitted.

f) Individual users are, through their use of the URKUND services, obligated to treat any personal information that can emerge in such a way that they do not in any way lead to injury or discomfort to the person in question and also to treat this data in a way that is according to local, EU and international law.

6. Management of systems, maintenance and control

PI/URKUND will normally schedule planned maintenance in the technical environment between 6:00 pm (18:00) on Fridays and 06:00 am on Mondays (GMT + 1h). PI/URKUND is continuously monitoring the technical environment and will initiate to resolve problems immediately or at the latest within eight hours after they are brought to PI/URKUND’s attention. PI/URKUND reserves the right to be continuously developing and improving the technical environment. In those instances where this affects The Customer’s use of the anti-plagiarism services, PI/URKUND shall be exempt of any claims of damages. Interruptions of the URKUND services extending beyond 14 days permits The Customer to: (1) within seven days, during the period of service interruption or after the URKUND services has been restored to cancel this agreement, and (2) within seven days of receiving notice of service interruption or after the URKUND services has been restored to prolong the subscription period defined in this agreement by a period equal to the length of the service interruption.

7. Copyright

Copyright is be respected in accordance with applicable law. The Customer shall only use the URKUND services in the manner prescribed by PI/URKUND and for the express purpose of preventing and controlling plagiarism. The Customer grants PI/URKUND the right to archive the material that has been made available to the URKUND services, to use the said material as part of the URKUND services in accordance with the settings that The Customer has chosen. Any other use of the material must not be in breach of applicable copyright law or this agreement. The copyright holder has the right, and must be given the possibility to withhold their material from being used as material of comparison in the URKUND services. Execution of this right will result in the material being analysed and archived but it will not be searchable through the URKUND services. PI/URKUND does not store any material copies for research purposes.

8. Stored material

Material that has been sent to the URKUND services will be stored within the system. Under no circumstances will PI/URKUND have the right to resell or in any way redistribute the material that is stored. The material stored in the URKUND services will be deleted if and when The Customer’s lease is terminated. Material that has been sent to the URKUND services will be stored within the system. Under no circumstances will PI/URKUND have the right to resell or in any way redistribute the material that is stored. The material stored in the URKUND services will be deleted if and when The Customer’s lease is terminated. Material that has been sent to the URKUND services will be stored within the system. Under no circumstances will PI/URKUND have the right to resell or in any way redistribute the material that is stored. The material stored in the URKUND services will be deleted if and when The Customer’s lease is terminated.

9. Sources

PI/URKUND does not have the right, for their own purposes, nor for the purpose of another customer, to maintain any statistics or in any other way gather information about the number of detected occurrences of similarities at the sources of the URKUND services in the material submitted by a specific customer. Analysis reports are deleted within 25 months after delivery as requested by The Customer.

10. Sources

To preserve the preventive effect that is generated from the sources that the URKUND services search, it is important that not all sources are made known to the public. Therefore PI/URKUND does not undertake to compile a complete list of accessible sources, neither to The Customer, nor to any other interested parties. Sources can be presented if PI/URKUND regards it to have no negative impact on the preventive effect.

11. Termination of the service

These Terms & Conditions shall remain in force throughout the period that The Customer subscribes to the URKUND services and until The Customer’s access to the service is closed. The period of subscription is normally 12 months, under the agreement states otherwise. PI/URKUND has the right to immediately close The Customer’s use of and access to URKUND’s services immediately (and, if practicable, upon giving The Customer notice) in the event that The Customer breach any material term in these Terms & Conditions or act in conflict with them. Non-respect of payment obligations or misuse of username and password would constitute examples of such a breach. PI/URKUND has the right to terminate the agreement if the Customer fails to comply with the above agreements or if The Customer’s use of the URKUND services is considered to be in conflict with the Terms & Conditions.

12. Jurisdiction

Disputes concerning the interpretation or application of this agreement and legal relationships related thereto shall be determined by arbitration pursuant to Swedish law. The dispute shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.