



# openNCCC governance

5 August, 2021

openNCCC, a product of the NC Community College System (NCCCS), is a library of Open Educational Resources (OER) that promotes exploration, creation, and collaboration, with the goal of enriching teaching and learning in North Carolina and around the world.

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## Mission Statement

**openNCCC**, a product of the NC Community College System (NCCCS), is a library of Open Educational Resources (OER) that promotes exploration, creation, and collaboration, with the goal of enriching teaching and learning in North Carolina and around the world.

The content consists of a variety of learning formats that supplement courses, provide information and training, including but not limited to links to videos, websites, eBooks, webinars, and articles.

## Licensing OER

NCCCS policies on Intellectual Property Rights (IPR) must be adhered to. When using OER, students and staff must comply with the terms of the license of use.

It is the responsibility of faculty and staff to ensure that they have the necessary rights to publish an OER and that all resources published comply with all relevant policies (e.g. copyright, IPR, accessibility).

Faculty and staff are advised to publish OER using a [Creative Commons attribution license](#) (CC BY). Other Creative Commons licenses (for example to add a non-commercial use or share-alike element) may be used if the creators feel this is necessary or appropriate for their particular resource, or to comply with the license of any third-party content used in the resource.

When creating and publishing OER, the copyright owner(s), author(s), date, and Creative Commons license applied must be visibly attributed. Author(s) should also be properly acknowledged, giving recognition for work undertaken, along with date and Creative Commons license applied so that others can clearly understand what permissions for reuse are being granted.

## OER Quality Assurance

The repository strives to provide resources of the highest quality. Contributions will be peer-reviewed, but users are also able to leave comments. You are encouraged to provide constructive criticism and feedback on the modules which you access. Although there are mechanisms in place to support quality resources, you should still approach all the resources provided with a critical eye, and students should be taught to use multiple sources, and critically evaluate all information they access.

# openNCCC ACCEPTABLE USE POLICY

This **openNCCC** Acceptable Use Policy (AUP) is a guideline, and not an all-inclusive list, of impermissible conduct or content. This AUP describes the terms by which you may use this website, <https://opennccc.nccommunitycolleges.edu/>, the **openNCCC** goods or services that interact with this website, and the content contained here. By use of this site, you agree to be bound by the terms and conditions of this Acceptable Use Policy (AUP), including any policies and procedures incorporated by reference, including the NCCCS Computing Resources AUP and the **openNCCC** Privacy Policy.

You also represent and warrant that you have the legal authority to accept this AUP. If you do not agree to all the terms in this AUP, you are not authorized to use or access the **openNCCC** platform.

## Mission Statement

**openNCCC**, a product of the NC Community College System (NCCCS), is a library of open educational resources that promotes exploration, creation, and collaboration, with the goal of enriching teaching and learning in North Carolina and around the world.

The content consists of a variety of learning formats that supplement courses, provide information and training, including but not limited to links to videos, websites, eBooks, webinars, and articles.

## Usage

The content in **openNCCC** is “Open Education Resources (OER)” and is provided to all users subject to licenses from a work’s creator and Federal, State, and global copyright laws. You may only copy, modify, distribute, and use the OER contents in accordance with any license or as permitted under applicable law. You may not remove any copyright, trademark, or other proprietary notice from any work. While the content of **openNCCC** is meant for community college students, faculty, and staff, **openNCCC** is non-exclusionary.

As long as you comply with this AUP, NCCCS grants you a limited, revocable, non-exclusive, non-assignable, sublicensable right to access and use the **openNCCC** platform as it is intended to be accessed and used, and in accordance with this AUP and applicable law. NCCCS grants you no other rights, implied or otherwise.

**openNCCC** and its content are provided on an “AS IS” and “AS AVAILABLE” basis, without any representation or warranties of any kind. Users are solely responsible for all use or misuse of works accessed via **openNCCC**. Your use of **openNCCC** is entirely at your own risk. NCCCS will not be liable for any damages of any kind arising from the use of this site, including, but not limited to, direct, indirect, punitive, incidental, or consequential damages.

## Registered User Account

If you would like to join the **openNCCC** community and submit or use **openNCCC** content, you must complete a registration form and obtain a personal account and password. You must accurately provide all requested information when you register. NCCCS takes precautions to

protect personal information you provide from loss, misuse, unauthorized access, disclosure, alteration, or destruction. You are responsible and liable for maintaining the confidentiality of your password and account and are responsible and liable for all activities that occur under your account using your password. Placing material in the **openNCCC** will not alter its previously existing copyright status.

If you wish to contribute *educational materials* to **openNCCC** Platform, such as an instructional text, resource, lesson, module, or other educational work (collectively, “Educational Material”), you may do so via the Open Author tool. With regard to any Educational Materials that you contribute to the **openNCCC** via the [Open Author Tool](#), or by any other means, you represent and warrant that you have the full legal right to post the Educational Material and that use of the Educational Material by us and all other persons and entities as set forth in its license will not (i) infringe the trademark, copyright, privacy, or publicity rights of any person or entity; (ii) violate any law, statute, ordinance, regulation, or agreement; or (iii) disclose any confidential or private information of any third party. If you are authoring or contributing Educational Material to the **openNCCC** Platform using Open Author, you must select an approved license applicable to your Educational Material via the Open Author interface.

The **openNCCC** Platform is a platform for open educational resources. Accordingly, you represent and warrant that no license terms apply to any Educational Material you contribute to the **openNCCC** Platform that are incompatible with the most restrictive license found at <https://opennccchelp.nccommunitycolleges.edu/support/solutions/articles/42000080654-usage-rights-usage-rights> (a list of pre-approved license types), at the time your Educational Material is submitted.

If you contribute any metadata – such as author name, title of work, year of completion of the work, and the like – in connection with contributing Educational Material to the **openNCCC** Platform or otherwise, you grant to NCCCS a perpetual, worldwide, royalty-free, irrevocable license to reproduce, distribute, publicly display, publicly perform, create derivative works of, transfer, sublicense, and make any other use in any form or medium of such metadata, without restriction of any kind.

NCCCS endeavors to provide information about the copyright status of the educational materials in the **openNCCC** Platform, and to identify any other terms and conditions that may apply to your use of such materials. However, NCCCS offers no guarantee or assurance that all pertinent information is provided or that the information provided is correct in each circumstance. In all cases, it is your sole responsibility to determine what permission(s) you may need in order to use materials available from the **openNCCC** Platform and, if necessary, to obtain such permission(s).

Certain features of the **openNCCC** Platform may allow you to contribute content that is not itself either Educational Material or metadata, for example in the form of comments, ratings, reviews, feedback, evaluations, or other content for access, use, viewing, and downloading by NCCCS and by other users of the **openNCCC** Platform (“User Content”). When you post User Content, you represent and warrant that you have the full legal right to post the User Content and that use of the User Content by NCCCS and all other persons and entities will not (i) infringe

the trademark, copyright, privacy, or publicity rights of any person or entity; (ii) violate any law, statute, ordinance, regulation, or agreement; or (iii) disclose any confidential or private information of any third party. Upon your submission of User Content, you grant NCCCS a fully paid, royalty-free, worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense the User Content for the purposes of providing and promoting the **openNCCC** Platform, all without any additional compensation to you whatsoever. Please note that Educational Materials and metadata are not considered User Content.

User Content and Educational Material (including its metadata) is available at NCCCS' sole discretion and NCCCS may disable access to any User Content or Educational Material at any time and for any reason. By using the **openNCCC** Platform, you acknowledge and agree that NCCCS does not guarantee access to and/or hosting of User Content or Educational Material that is published through the **openNCCC** Platform. For example, if Educational Material violates this Agreement, access to it may be disabled.

If you believe that a user of the **openNCCC** Platform has violated your intellectual property rights – for example by improperly posting your trademarks or copyrighted content to the **openNCCC** Platform – please contact the [openNCCC Helpdesk](#) at <openNCCChelp@nccommunitycolleges.edu>.

If NCCCS receives notice that User Content or Educational Material posted to or through the **openNCCC** Platform may infringe the rights of third parties, including their intellectual property rights, NCCCS reserves the right (in our sole discretion) to disclose information, including PII, about the poster of such material to those third parties, so that they can contact the poster directly regarding their concerns.

### Accessibility

NCCCS is committed to making **openNCCC** usable and accessible to the widest possible audience, regardless of technology or ability, and provides a number of features that support the accessibility of the **openNCCC**:

Pages on **openNCCC** are intended to be compatible with screen readers and accessible to keyboard navigation. Additionally, authoring tools on **openNCCC** are built with well-formed HTML semantic tagging structures whenever possible, which include ARIA long descriptions, image captions, and embedded A11y accessibility mode microdata.

The **openNCCC** Platform supports several AFA and A11y metadata fields. Use the Accessibility criteria in Advanced Search to find resources that include features such as ARIA long descriptions, transcripts, and captions, or that support specific learning modes such as auditory, visual, or textual.

*Limitations to Accessibility:* While NCCCS strives to ensure the accessibility of **openNCCC**, you may find some limitations. Please report any problems to the **openNCCC** support team at: [openNCCChelp@nccommunitycolleges.edu](#). For fastest processing, please include the phrase “Accessibility Request” in the subject line and in the body of your message.

Contributors are encouraged to contribute accessible materials.

Family Educational Rights and Privacy Act (FERPA); 20 U.S.C. 1232g and implementing regulations at 34 C.F.R. Part 99.

FERPA is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

FERPA protects Personally Identifiable Information (PII) from disclosure without the student's consent except under specific conditions.

Under FERPA, the following definitions apply (34 C.F.R. 99.3):

**Personally Identifiable Information:** The term includes, but is not limited to—

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

**Directory information:** Information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed.

(a) Directory information includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status (e.g., undergraduate or graduate, full-time or part-time); dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended.

(b) Directory information does not include a student's—

(1) Social security number; or

(2) Student identification (ID) number, except as provided in paragraph (c) of this definition.

(c) In accordance with paragraphs (a) and (b) of this definition, directory information includes—

(1) A student ID number, user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or another factor known or possessed only by the authorized user; and

(2) A student ID number or other unique personal identifier that is displayed on a student ID badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

### Contributions

When contributing resources, a user must:

Ensure that all postings made by the user are original materials unless proper attribution is given to a third party.

Not post any advertising or promotional content for themselves or any third party.

Not accept any compensation from a third party for placing any content in a posting.

Disclose all affiliations or relations necessary so that postings are not deceptive or misleading.

Not knowingly link to any downloadable applications or other content that may be harmful to another user's computer.

Ensure that all opinions and statements are representative of the user's honest views.

Not offer legal, financial, or medical advice.

Ensure that all resources adhere to guidelines of Section 508 of the Workforce Rehabilitation Act of 1973 (For more information, see "Accessibility", above.)

Ensure that no PII is added to any part of a contribution (For example: Social Security Numbers, Tax Identification Numbers, Date of Birth, financial information, address, etc.)

Ensure that no student or education records, such as grades assessments, etc., are entered into a contribution. (For more information on PII, see "Family Educational Rights and Privacy Act (FERPA)", above).

### Objectionable Content

Content contributed to **openNCCC** may not contain or be linked to any objectionable content. Objectionable content is defined as (*NOT all inclusive*):

Infringement of any copyright, trademark, trade secret or patent of any third party.

Violation of any obligation of confidentiality.

Violation of the privacy, publicity, moral, or any other right of any third party.

Hateful, bullying, or obscene.

Used to harass, stalk, or otherwise threaten a person.

Libelous, defamatory, knowingly false, or misrepresentative of another person.

Threatening, promotion of violence, promotion of discrimination (whether based on sex, religion, race, ethnicity, nationality, disability, or age), promotion of illegal activities, or otherwise contains material that **openNCCC** informs the user is objectionable.

NCCCS is the sole determiner of what is considered objectionable under this AUP.

### Prohibited Conduct

Users shall not use **openNCCC** services to stalk others, post, transmit, or originate any unlawful, threatening, bullying, intimidating, abusive, fraudulent, hateful, defamatory, obscene, or pornographic communication, or any communication where the message, or its transmission or distribution, would constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, State, Federal or Global law.

Users shall not use the **openNCCC** services for any unlawful purpose. Without limiting the foregoing, no user shall use the **openNCCC** services in violations of laws relating to copyright, trademark, or libel/slander.

Users shall not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, “affiliate links”, or any other form of solicitation, or any worms or viruses or any code of a destructive nature.

Users shall not reverse engineer any portion of the **openNCCC** website (<https://openNCCC.nccommunitycolleges.edu>), or platform.

Users shall not use any robot, spider, site search/retrieval application, or other automated device, process, or means not provided by NCCCS to access, retrieve, scrape, or index any portion of the site or **openNCCC** Platform.

Users shall not record, process, or mine information about other users or about the **openNCCC** Platform.

Users shall not take any action that imposes, or may impose, in NCCCS’ sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive traffic demands on the site or **openNCCC** Platform.

Users shall not interfere with the proper working of the **openNCCC** Platform, circumvent or otherwise interfere with any security-related features of the **openNCCC** Platform, or attempt to gain unauthorized access to the **openNCCC** Platform, Registered User accounts, or any

computers/networks associated with the **openNCCC** Platform through hacking, password mining, or any other means.

Users shall not use **openNCCC** services for commercial activity of any type.

### NCCCS Content

Except for Educational Materials (which are made available by NCCCS and its users pursuant to the public licenses associated therewith), all text, metadata, user interfaces and visual interfaces (including graphics, photographs, sounds, music, and artwork), trademarks, logos, computer code, and any and all compilations thereof (collectively, "NCCCS Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of NCCCS Content, is owned, controlled, or licensed by or to NCCCS, and is protected by trade dress, copyright, and trademark laws, and is subject to various other intellectual property rights. Except as expressly provided in this Agreement, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the NCCCS Content for any purpose, and nothing otherwise stated or implied in the **openNCCC** Platform confers on you any license or right to do so.

### Links

The **openNCCC** Platform may *link to third party sites* that are not under the control of NCCCS. Links from the **openNCCC** Platform are provided as a convenience and for informational purposes only; they do not indicate endorsement, sponsorship of, or affiliation with the third party or content of the linked website, including any advertisements that may be posted. NCCCS has no control over and bears no responsibility for the accuracy, legality, or content of the externally linked sites. Privacy policies and practices for such linked sites may differ from NCCCS Privacy Policy and practices. You access and use such linked sites entirely and solely at your own risk. NCCCS urges you to read the privacy policies of such linked sites before disclosing your personal information on such sites.

If you present a *link to any portion of the **openNCCC** Platform from any third-party site*, you agree to present the link in a manner that does not convey the impression that NCCCS endorses, whether expressly or implicitly, any products, services, or opinions provided on your website. Any link to the **openNCCC** Platform must provide a clearly written notice that the user is leaving your website to access another.

### Amendments and Modifications

This AUP may be amended at any time by posting the amended terms on the **openNCCC** website. Your continued use of **openNCCC** following such modification(s) shall be deemed your acceptance of such modification(s).

### Termination

NCCCS may, at its sole discretion and at any time, terminate your access to and use of **openNCCC**, or any part thereof, with or without notice.

Your right to access and use the **openNCCC** Platform terminates automatically upon your breach of any of the terms of this AUP. You agree that NCCCS may, in its sole discretion and without prior notice to you, terminate your access to the **openNCCC** Platform and/or block your

future access to the **openNCCC** Platform for any reason, including if NCCCS determines that you have violated this AUP or other agreements or guidelines which may be associated with your use of the **openNCCC** Platform. Please note that it is NCCCS policy to terminate the accounts of Registered Users who repeatedly violate the copyrights, trademark rights, or other rights of third parties.

If NCCCS takes any legal action against you as a result of your violation of this Agreement, NCCCS will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted. You agree that NCCCS will not be liable to you or to any third party for termination of your access to the **openNCCC** Platform. The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination.

#### Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE **openNCCC** PLATFORM IS AT YOUR SOLE RISK. THE **openNCCC** PLATFORM, AND ANY GOOD OR SERVICE DOWNLOADED OR USED THROUGH OR IN CONNECTION WITH THE **openNCCC** PLATFORM, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NCCCS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND ANY NC COMMUNITY COLLEGE (COLLECTIVELY, "NCCCS OR ITS AFFILIATES"), EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NCCCS AND ITS AFFILIATES MAKE NO WARRANTY THAT (a) THE **openNCCC** PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE **openNCCC** PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) CONTENT AND MATERIAL WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) ANY PRODUCTS, SITES, INFORMATION, OR OTHER MATERIAL, WHETHER TANGIBLE OR INTANGIBLE, DOWNLOADED OR OBTAINED BY YOU THROUGH THE **openNCCC** PLATFORM, WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (e) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE **openNCCC** PLATFORM OR RELATED SOFTWARE WILL BE CORRECTED.

ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED, VIEWED, SHARED, OR OTHERWISE ACCESSED ON OR THROUGH THE **openNCCC** PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK; YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING, VIEWING, SHARING, OR OTHERWISE ACCESSING OF SUCH MATERIAL. NO ADVICE, REPRESENTATION, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU EITHER FROM NCCCS OR THROUGH THE **openNCCC** PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AUP.

#### Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NCCCS AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR

PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL, OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR ANY OTHER INTANGIBLE LOSSES. THIS ALSO INCLUDES ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT NCCCS MAY MAKE TO THE **openNCCC** PLATFORM; (b) ANY PERMANENT OR TEMPORARY CESSATION OF THE **openNCCC** PLATFORM; (c) THE DELETION OR CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT OR DATA (INCLUDING WITHOUT LIMITATION USER CONTENT, EDUCATIONAL MATERIAL, AND METADATA) MAINTAINED THROUGH THE **openNCCC** PLATFORM; OR (d) YOUR FAILURE TO KEEP YOUR PASSWORD OR REGISTERED USER ACCOUNT DETAILS SECURE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF NCCCS (OR ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU SPECIFICALLY ACKNOWLEDGE THAT NCCCS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT, EDUCATIONAL MATERIAL, AND/OR METADATA, OR FOR THE INFRINGING, DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### Indemnification

You agree to defend, indemnify, and hold NCCCS and its Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) NCCCS may incur in connection with any claim arising out of your breach of this AUP or your use of the **openNCCC** Platform. NCCCS reserves the right, but has no obligation, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### Enforceability

In the event that any portion of this AUP is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

#### Entire Agreement

This Acceptable Use Policy contains the entire agreement between you and NCCCS regarding the use of the **openNCCC** Platform and supersede any prior agreement between you and NCCCS on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in this AUP. You may also be subject to additional terms and conditions that may apply when you use or purchase other goods or services from NCCCS, or its affiliates.

#### Governing Law

North Carolina law governs this AUP – as well as any claim, cause of action, or dispute that might arise between us concerning the **openNCCC** Platform, content appearing thereon, or any other matter – without regard to conflict of law provisions. The parties agree to submit and

consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within Wake County, North Carolina.

## Submission Guidelines

Thank you for your interest in adding resources to openNCCC. Below, you will find the rubric used by our openNCCC Steering Committee to review content submissions. If your resource fails to meet any of the required criteria, your resource will automatically be disqualified from publication. If your resource fails to meet suggested criteria, your submission may be rejected, based on the discretion of the Steering Committee.

Educational Context			
Criteria	Status	P/F	Notes
Resource clearly supports learning in curriculum, continuing education, basic skills, vocational, or professional learning contexts.	Required		
Resource presents a clear context of use for a specific educational audience. It is clear who would use this resource and how this resource could be used to meet teaching or learning goals.	Required		
Resource presents clearly articulated learning goals or objectives. It can be aligned to educational standards, courses and/or programs as well as professional development use.	Suggested		
Licensing/Usage Rights			
The resource itself or collection provider website contains clearly stated licensing and/or usage rights.	Required		
The resource itself or collection provider website clearly states that content is released under a Creative Commons license, is within the public domain, or that usage rights have been granted for non-commercial or educational use.	Required		
User Access			
Resource is openly accessible without creating an account or logging in, unless the resource is restricted for use by the faculty and staff of the NCCCS.	Required		

Resource is openly accessible in its entirety. (i.e. not partial commercial “sample” content.)	Required		
Resource does not require use of commercial software or services.	Required		
Resource is appropriately granular to facilitate ease of user access to specific teaching or learning content, i.e., links are not indexed to the top page of a large database but directly to individual learning resources.	Required		
<b>Relevance</b>			
Science Technology Engineering Mathematics (STEM) content has been created or updated within the last 3-5 years.	Required		
General content has been updated within the last 5-7 years.	Suggested		
Software or browser applications required for use of the resource are supported in modern operating systems and browsers.	Required		
<b>Formatting and Style</b>			
Resource is formatted appropriately and easy to use. For example, headings and sections are labeled clearly and meet accessibility standards. Proper grammar and spelling utilized throughout.	Required		
Headings utilize the “headings” tool in the Open Author editor.	Suggested		

# Steering Committee

## Mission:

The mission of the **openNCCC** Steering Committee is to ensure a high-quality and useful repository of OER for the NCCCS. To that end it establishes and enforces quality standards, approves the accessioning of resources, and encourages the development of new OER materials. This Committee also advocates for the use of OER materials across the NCCCS.

## Definition:

Open educational resources (OER) are teaching, learning, and research materials in any medium—digital or otherwise—that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation, and redistribution by others with no or limited restrictions (Hewlett Foundation, 2018).

## Membership:

This Steering Committee will be composed of System Office and college representatives. Leadership of this Committee will be shared by faculty and administration.

Membership List: To Be Announced

## Membership and Permissions:

- Logins grant access to both public and private collections. Private collections may be limited to the private groups which submitted them and are governed by administrative permissions.
- Full database access is restricted to members of the NCCCS.

## Membership to restricted groups/hubs.

- Hubs: A hub is a custom resource center created by **openNCCC** for certain networks of users. Users can create and share collections, administer groups, and share news and events associated with a project or organization.
- Groups: A group is a self-identified collaboration among people with similar interest. Groups include spaces to share materials and discuss issues and ideas.
- Public OER collections are available to all.

## About This Document

College of DuPage “OER Steering Committee (2019-2020)” *College of DuPage*,  
[https://codlrc.org/sites/default/files/OER%20Steering%20Committee\\_2019.pdf](https://codlrc.org/sites/default/files/OER%20Steering%20Committee_2019.pdf).

Kansas Board of Regents “Open Educational Resources” *Academic Affairs*,  
[https://kansasregents.org/academic\\_affairs/open-educational-resources](https://kansasregents.org/academic_affairs/open-educational-resources)

Lumen Learning “Lumen Learning OER Policy Builder” *Lumen Learning*, 2 Mar. 2021,  
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