

# Privacy Policy

Version 2.0. Effective on 1st July 2016

Kiron.ngo is a collection of free services by

**Kiron Open Higher Education gGmbH (haftungsbeschränkt)**

**Am Festungsgraben 1**

**10117 Berlin, Germany**

(hereinafter: "Kiron" or "We").

Kiron allows you to

- access its public content (A.), where we also do some analytics.
- Apply and register as a member of our community,
- register for our newsletter (C.)

Data Privacy is an important topic for us and we hold the protection of your personal data in very high esteem. We comply with the provisions of the German Federal Data Protection Act and the German Telemedia Act as well as with applicable EU privacy regulations.

Depending on your use of the our services different sets of data may be stored, as is described in detail below.

Here is an overview of the different services at Kiron where personal data may be processed.

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Kiron uses service providers in order to operate and maintain the Kiron platform. The service providers will process the data exclusively in accordance with the instructions of Kiron and have been obliged to comply with the applicable data protection regulations. Kiron and its assigned service providers will take reasonable technical and organizational precautions in order to protect the data of the users.

## Accessing content at Kiron.ngo

For providing the contents of the OER world map to you, our server will process your

- IP Address
- Browser type and version and your
- Operating System.

## IT Security

For the purpose of handling security incidents and to help diagnosing problems with our server, we automatically store a log file of the data, which your browser sends when visiting the page, specifically:

- IP Address (the number that is automatically assigned to your computer when you use the Internet)
- Browser type and -version
- Operating System
- Referrer URL (the page, from which this page was linked, including the search term, in case of a search engine)
- Time and date of the request.

## Web analytics via Google Analytics

We use Google Analytics, a web analytics service provided by Google, Inc. (“Google”). Google Analytics also uses the aforementioned cookies, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States. In case IP anonymization is activated on this website, your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases will the whole IP address be first transferred to a Google server in the USA and truncated there. The IP anonymization is activated on this website.

Google will use this information on behalf of Kiron for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage to Kiron.

The IP address that your browser transmits within the scope of Google Analytics will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the corresponding settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics

opt-out browser add-on for your current web browser:

<http://tools.google.com/dlpage/gaoptout?hl=enhttp:...>

You may also configure your browser in a way that permanently prevents it from transmitting any data to Google servers (e.g. by installing add-ons like NoScript or Ghostery for Firefox).

As an alternative to the browser add-on or for browsers on mobile devices, you can click this link in order to opt-out from being tracked by Google Analytics on this website in the future (the opt-out applies only for the browser in which you set it and for webpages under this domain). An opt-out cookie will be stored on your device, which means that you'll have to click this link again, if you delete your cookies.

## Social Plugins

Kiron may also use social plugins from the services listed below. Please refer to the respective privacy policies for more information:

- Facebook Like Button: [https://de-de.facebook.com/full\\_data\\_use\\_policy](https://de-de.facebook.com/full_data_use_policy) by Facebook Inc., 1601 S. California Avenue, Palo Alto, CA 94304, USA
- Google Plus: <http://www.google.de/intl/de/policies/privacy/> by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
- Twitter Tweets: <http://twitter.com/privacy> by Twitter Inc., 1355 Market St, Suite 900, San Francisco, CA 94103, USA

Most of those services will not be contacted unless you specifically click on the respective buttons, but they may also establish a direct connection, which will allow the services to combine the information that you are accessing our service with your account information, if you are logged in to the respective service. Upon clicking the respective logo, the information will then be made publicly available, according to the specific policies of the service as well as your preferences within that service.

## Other external services

We may use a number of other external services embedded in our website to better display certain content or deliver additional services. Below is a list of services and their respective privacy policies

- Maps and Fonts via Google: <http://www.google.de/intl/de/policies/privacy/> by Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

- Donations via Betterplace: <https://www.betterplace.org/c/privacy-policy> by gut.org  
gemeinnützige Aktiengesellschaft, Schlesische Straße 26, 10997 Berlin, Germany
- Videos via Youtube: <https://www.google.de/intl/de/policies/privacy>
- Videos via Vimeo: <https://vimeo.com/privacy>

## Cookies

In order to optimize our services, we use cookies on different pages of the Kiron platform. Cookies are small text files that are stored on your device. Some of the cookies will be deleted at the end of your browser session (so-called session cookies). Other cookies may remain on your device and allow us to identify your browser the next time you visit the Kiron platform (so-called persistent cookies).

You can set your browser so that it enables you to decide in each case whether or not to accept or reject all cookies or specific cookies being installed by a webpage. In case of non-acceptance of cookies, the functionality of the Kiron platform may be limited.

## Links

Our website contains links to other websites. Please note that when you click on one of these links you are entering another website, for which Kiron is not responsible.

## Kiron Newsletter

Via our website you can also register for our Newsletter. In this case, you will have to consent to the following:

You are giving your consent to processing your email address for the purpose of sending a Newsletter with information about Kiron.

We will not transfer the email address we have received for newsletters to any third party, except for the purpose of sending out the newsletter, where we may work with a specialised provider contracted by us.

You can, of course, unsubscribe from the newsletter at any time via email [privacy@kiron.ngo](mailto:privacy@kiron.ngo), or better by following the instructions provided at the bottom of each newsletter. After unsubscribing, your email address will be removed from the system handling the newsletter.

If you did not make this subscription request, or do not want to receive a newsletter you may safely ignore this message, your data will be deleted within two weeks after we have send this E-Mail.

## Being a Kiron student

Should you be interested in applying and registering to become a Kiron Student, you will have to agree to the following data processing taking place as part of the service.

### Application

Before you can actually register as a Kiron student, you must successfully apply.

- First, we collect a set of information to prepare the registration, which will be later used as a Kiron student.

The application process meets also two more goals:

- To ensure that your are eligible for our free service, by providing some proof of your status as a “refugee”
- To ensure that you meet our eligibility criteria as a Kiron student, according to your qualifications and motivation.

### Logging in

When applying using your email address, you are asked to provide a new password. This password and email address can then be used to log back into the application service in order to complete the application. The password is stored only in a hashed format, which allows us to verify that the correct password has been entered, but does not allow us to get access to the password itself.

### Preparing the registration

The following pieces of data are collected and used for being later transferred to you students account, should your application be successful

- E-mail address
- Password
- First and last name
- Date of birth
- Nationality
- Gender
- Level of education

- Study programme

Optionally you may also provide additional information already, which will be used in accordance with the information further below:

- Phone number (optional)
- Location (optional)

## Refugee status

Kiron's student services are targeted only at refugees; therefore we must assess your eligibility. For this purpose during the application process we ask you to upload a scan of a status paper, which can be signed by a number of different entities.

The respective paper is stored separately from your account information.

## Eligibility – Motivation

Eligibility to participate in Kiron requires filling out a form describing your motivation for becoming a Kiron student. After approving the application the data collected on your motivation is only used for scientific purposes and to further improve the service.

## Registration and login via Google Apps Account

When your application is successful you will be provided an E-Mail account with an address having two letters, representing the first initial of your first and last names, and a number. For instance, the name "your name" could be used to assign an email address such as [yn123@student.kiron.ngo](mailto:yn123@student.kiron.ngo). This account will be maintained by Google Inc., and administered by us as part of their Google-for-Nonprofits programme.

The data is transferred to Google Inc., under an agreement, which includes the standard-clauses predefined by the European Commission, as a possible legal basis for such transferal.

To use our service you will need to agree to Google's terms of service (<https://www.google.com/intl/en/policies/terms/>) and privacy policy.

Effectively, the account entails a number of functions, which are part of the Google-App-Suite. A core functionality, besides E-Mail, is the use of the login-mechanism, i.e. you will need to login via this account, when wanting to access our services.

For further information see:

<https://apps.google.com/faq/security/> and

<https://cloud.google.com/security/whitepaper>

## Student Services

Kiron students are given access to a number of services and functionalities of the platform, for which personal data needs to be collected. Specifically:

- to provide recommendations for online courses
- to transfer and provide access to MOOC-platforms such as edX and udacity
- to provide further information about our products and recent developments at Kiron
- to deliver a possibility for exchange through our forum
- to allow you to find other people, wanting to support you in your experience through our Buddy Programme

Kiron may collect, process and use the content and other information users provide when using the services, including the data submitted for signing up for an account, creating or sharing, and messaging or communicating with others on the website. Such information may include:

- First and last name
- Date of birth
- Phone number (optional)
- Address (optional)
- Nationality
- Gender
- Level of education
- Study programme
- Status paper
- E-mail address
- Password

## Recommendation of courses

Kiron aims at providing a overview and specific recommendations for free online courses (Massively Open Online Courses, MOOCs), which fit your interests. Such recommendations may be selected by taking into account data Kiron has collected about you.

## Transferal of Data from and to our MOOC-Partners

Kiron will allow you to get access to different free online courses, which are governed by their own separate privacy policies and terms of services: such as

- edX Inc., 141 Portland Street, Cambridge, MA 02139, USA, cf. <https://www.edx.org/edx-privacy-policy> and <https://www.edx.org/edx-terms-service>
- udacity Inc., 2465 Latham Street, 3rd Floor Mountain View, CA 94040, USA cf. <https://www.udacity.com/legal>



- [Coursera Inc. 381 E Evelyn Ave, Mountain View, CA, 94041](https://www.coursera.org/about/terms)

cf. <https://www.coursera.org/about/terms> and <https://www.coursera.org/about/privacy>

Usually access to these services is granted via your Google-apps login with your xyz@student.kiron.ngo account.

Furthermore, Kiron may receive information about the users and their academic activities on and off the service from third-party partners, such as information from a partner-university on the choice of subject, study record, period of study, results of completion.

## Additional Information via mail, e-mail and other means

Kiron may send you updated information via e-mail or other messaging services, such as WhatsApp, for which the respective contact details are used. Such messages may include information about our products and recent developments. We may also contact you in case of questions in connection with the Kiron platform, as well as to inform you on changes with regard to this Data Privacy Policy or any other Terms of Services.

## Other disclosures

Other than in the aforementioned cases Kiron will not transmit your personal data to any third parties, unless we are obliged to do so because of German legal regulations (e.g. disclosure to courts or law enforcement authorities), you have given us your explicit consent, or the disclosure is permitted by law. A disclosure may for example be permitted when such disclosure is required for us to be able to render our services to the user on the Kiron platform (e.g. see above: transfer of personal data to our MOOC-partners).

## Forum based on Discourse (optional)

Kiron also offers access to a forum based on the discourse platform to exchange your experience with other students, with members of the team at Kiron, or with buddies.

Using the forum is optional, but you need to be aware that content you provide within the forum may be accessed by a larger audience.

The forum is not accessible by external search engines, such as google or Bing. The forum is only accessible via login with an email address granted by Kiron.

## Location data (optional)

Kiron allows you to optionally enter your location to support a number of features. It is up to you to decide the granularity of the location data you intend to provide. You could either provide a country, state, a city, or even a specific part or street in a city.

## Buddy Programme (optional)

Kiron may also offer you to get in touch with other people in your vicinity, who may be interested in supporting you (your Buddy).

Both the student and the Buddy have to explicitly register to be part of the Buddy programme. Kiron will then try to find a suitable Buddy for you and will then establish contact via e-mail between student and Buddy.

If the user wishes to participate in the Buddy Programme, Kiron collects the following information for finding a suitable person:

- Location
- your gender and the preferred gender of your buddy
- Languages spoken, and languages you are interested in learning
- Study track, i.e. what you studied and want to study
- Age
- Hobbies
- Your expectations

The selection of Buddies will be based on a matching algorithm developed by Kiron, taking the information above into account, but can also be conducted by individuals working at Kiron.

Optionally you may opt-in to provide a potential person with the following information automatically via Kiron:

- your name
- e-mail address
- phone number
- city
- gender
- what you study
- Languages spoken, and languages you are interested in learning
- your hobbies
- your expectations

## Data analysis for scientific purposes

Kiron may analyze the data collected for scientific purposes in order to conduct academic surveys and research, such as evaluating key performance indicators, social impact and scientifically analyze the services. Such research will be conducted either in accordance with the respective legislation, using anonymized and pseudonomized data, whenever possible, or after you have explicitly consented to be part of such research.

## Termination of membership

You may terminate your membership with the Kiron platform at any time. When terminating your membership, all your personal data will be completely anonymized with the exception of the data, for which a statutory permission to retain exists. All other data and references to you will be deleted. Any content you contributed to the forum, however, will remain.

## Right to information, Questions, suggestions and comments

You have the right to be informed about your personal data stored in connection with the Kiron platform free of charge.

If you have any such or other queries concerning the processing of your personal data you may send us your query via email to [privacy@kiron.ngo](mailto:privacy@kiron.ngo) or via mail to:

Kiron Open Higher Education gGmbH (haftungsbeschränkt), Am Festungsgraben 1, 10117 Berlin, Germany

## Versions, Modification of this data privacy policy

We may modify this Policy from time to time and adjust it according to the underlying data processing. When we make changes to this Policy we will inform users on our website, via app and via e-mail.

This is the second version of this policy (2.0) as of June 29th 2016.

The previous version (1.0) can be found [here](#).

# Kiron Terms of Service

## Version 1.1

### Preamble

The UN High Commissioner for Refugees identified that refugees and students in crisis regions face particular challenges accessing higher education due to lack of legal documentation, school certificates, payment of international student fees, and available university placements. This reality prohibits people from living up to their potential and produces high integration costs for hosting countries.

Kiron Open Higher Education is a non-governmental non-profit organization (gGmbH) whose mission is to reduce the barriers refugees face accessing higher education. Kiron's primary goal is to help integrate refugees into the higher education system the fastest way possible.

### Article 1: General

These general terms and conditions (hereinafter referred to as "Terms") shall govern the relationship between refugees (hereafter referred to as "Students") and Kiron with regard to the use of Kiron's platform, currently available under Kiron's website <https://kiron.ngo> (hereinafter referred to as "Platform"), Kiron's apps and/or any other services that Kiron may offer from time to time (collectively hereinafter referred to as "Services").

### Article 2: Study Service and Course Program

1. The Kiron Platform was designed to assist students in commencing studies in certain subjects prior to being able to complete all formal requirements to officially enrol in public or private universities.
2. Kiron maintains partnerships with various providers of massive open online courses ("MOOCS"). This enables Kiron to offer its users special terms and exclusive offers for the use of and enrolment in these MOOCS.
3. Kiron aggregates MOOCS from various providers to compile comprehensive curricula in various subjects ("Kiron Course Programs"). The Kiron Course Programs may attribute credit

points to each MOOC. These are mere estimations of the expected credit points to be recognized by universities.

4. Kiron has entered into memoranda of understanding with various universities and is looking to reach agreement with these universities with regard to enabling Kiron users to enrol into these universities. The primary goal is to reach agreement with these universities on the recognition of credits and qualifications obtained by our users from our partnering MOOC providers.

5. In addition to aggregating relevant course information, offering special terms with MOOC providers and liaising with universities regarding the recognition of courses, Kiron also offers further services to its students from time to time. The Services may include a buddy programme, mentoring programme, language school, career service, study hubs, and corporate mentorship. The Services may be offered during the time of preparation for enrolment at universities, during enrolment and (as an alumni network or in other forms) for the time after completing a university degree.

6. Kiron is also actively pursuing partnerships with other service providers that may assist Kiron users in their activities and careers (e.g. mentoring, coaching, development of specific skills). Certain Services may be provided by or in collaboration with such third party service providers.

7. We point out that MOOCs are offered by third parties and that the students will have to enter into additional service agreements with the respective provider of a MOOC. Kiron cannot assume any liability for the performance of such third party MOOC providers. Kiron specifically highlights that any course can be cancelled, interrupted, rescheduled or modified in its content and that this may, amongst others, affect the likelihood of such course being recognized at all or the ECTS value associated to it by any university.

8. Kiron does not itself offer university degrees, nor is Kiron directly involved in the selection or application process used by any university. Kiron's involvement is strictly limited to identifying and/or proposing suitable universities and trying to reach a common understanding and/or assessment with regard to the recognition of credit points obtained by users in MOOCs. Kiron cannot however guarantee or take any responsibility for a university's decision whether or not to admit a student or whether or not to recognize specific courses or a certain number of credit points obtained by a student.

### Article 3: Registration Requirements

Students need to create an account on the Platform to use the Platform itself and to benefit from the Services. To complete the registration process, submission of the following items shall be required:

1. Confirmation of refugee status:

a. Access to the Platform and to the Services is strictly limited to refugees. For the purposes of these Terms a "refugee" shall be any person who is recognized by any state as a refugee or as

applicant for refugee status. Kiron may request evidence to verify the applicant's refugee status by requesting copies of one or more of the following documents:

- i. residence permit (German: "Aufenthaltserlaubnis")
- ii. permission to reside (German: "Aufenthaltsgestattung")
- iii. a confirmation of temporary suspension of deportation (German: "Duldung")
- iv. the recognition of refugee status from any state
- v. the recognition of refugee status from the United Nations Human Rights Council (UNHCR)
- vi. a document certifying subsidiary protection status
- vii. a document that states the start of an asylum application
- viii. a certification of a representative of a state-organization or a renowned NGO,
- ix. a self-certification of refugee status (accepted only for refugees living in a refugee camp and when such certification is countersigned by the camp manager).

b. At least one of the above documents shall be submitted with the user's application. Kiron reserves the right to request additional documents or to suspend or reject a registration application, until further evidence is provided.

2. The student must provide evidence of sufficient English skills. Such evidence may be provided by any of the following documents:

- a. by an English test offered by Kiron in cooperation with a one of its partners.
- b. other proof of English proficiency can be brought forward by other standards in consultation with Kiron.

3. Trial MOOCS: The student shall successfully complete one or more trial MOOC. This shall serve to demonstrate that the student is suitable for the specific challenges of online studying.

4. Motivation Letter: The student must compose a motivation letter in which he/she shall lay out his/her inner drive, experience, qualifications and motivation. This is a formal requirement only. The contents of the motivation letter will not be part of the evaluation process for the acceptance of an application.

5. A minor must submit the consent of his/her legal representative in textform.

#### Article 4: Application Process

1. In order to complete the registration process the applicant must provide Kiron with his/her real name and the information requested in Kiron's application form.

2. Upon completion of the application process, Kiron provides the student with an e-mail address in the format [username]@students.kiron.ngo. This account will be maintained by

Google Inc., and administered by us as part of their Google-for-Nonprofits programme. It shall serve providers of MOOCs and other third-party services offered to Students a means of verifying the student's eligibility to special conditions for Kiron students and to attribute the student's results to the Kiron user account. This e-mail address must be used for logging in to the Platform.

#### Article 5: Participating in MOOCS

1. To be able to benefit from special terms for Kiron users, the student shall use his Kiron email address when registering with MOOC providers.
2. For the purpose of benefiting from the Service and to participate in MOOCS a web-enabled device (preferably a personal computer) with a high speed connection is required.
3. Kiron may from time to time provide students with computer hardware and/or software enabling them to use the Kiron Services or to participate in Kiron Course Programs. However, Kiron shall be not be under any obligation to do so and/or have a responsibility to secure such equipment for all students. It shall be the student's sole responsibility to secure availability of all necessary hardware, software and internet access to participate in MOOCS as and when he wishes to participate in MOOCS and/or to benefit from Services. This also includes the need to maintain a sufficient internet connection and data traffic plans as may be necessary at student's sole cost.

#### Article 6: Miscellaneous Provisions

1. Kiron reserves the right to change these Terms. Kiron will inform its students prior to making such changes, thereby giving them the opportunity to review the revised terms before continuing to use Kiron's Services.
2. A student's continued use of the Kiron Services, following notice of the changes to these Terms of use shall constitute an acceptance of the amended Terms.
3. Each Party may terminate this agreement at anytime.
4. If any provision of these terms of use is or becomes invalid, such invalidity shall not affect the validity of the remaining provisions.
5. These terms of service and any claims resulting there shall be governed by the laws of the Federal Republic of Germany excluding the provisions on international private law and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
6. Based on Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes the European Commission has established an online dispute resolution platform under the URL

<http://ec.europa.eu/odr>. Consumers can use this platform to address any disputes they might have with Kiron.