

Policy Category: Students and General

Policy on the Use of Virtual Learning Environments

Document change control

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Bradford College: Strategy 2015-2020

Our Mission	<i>To work together to create a better future for all through education, enterprise and employment.</i>
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Our Goals	1. Deliver an outstanding student experience	2. Support employability, enterprise and innovation	3. Place people and communities at the centre of our values
	4. Maintain a dynamic and sustainable college	5. Grow our reputation and influence	6. Participate in the development of Bradford College Group

Our Values	Achievement	Inclusion	Excellence
	Focus	Integrity	

Link to strategy document: <https://www.bradfordcollege.ac.uk/about/vision>

Policy on the Use of Virtual Learning Environments

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1. Executive Summary

This policy provides an overarching guidance on the use by staff and students of all Virtual Environments within the College, for instance the Virtual Learning Environment and the Virtual Research Environment. This policy also includes the use of social networking tools and activities accessed either through the College Virtual Environments or via some other College approved route. By far the most prevalent use is of the virtual learning environment and this is referred to throughout the policy but should be understood to also encompass the virtual research environment.

This policy is divided into two parts:

- a) Terms and Conditions for use of the College's Virtual Environments
- b) Privacy Policy for use of the College's Virtual Environments

2. Definitions/terminology

Jargon/Key word

Definition

Cookies

A small text file that is temporarily stored on your computer. The VLE neither stores sensitive information in cookies nor does it store these cookies permanently on your computer.

Moodle

The VLE used by the College. Moodle is course management system that employs open standards and is developed using sound pedagogical principles.

VLE

Virtual Learning Environment

Part A - Terms and Conditions of Use of the College's Virtual Learning Environment Copyright

3. Unless otherwise indicated, this Virtual Learning Environment (VLE) and its contents are the property of Bradford College (the College).
4. The College maintains the VLE for learning and teaching purposes. You may access those parts ("courses") of the VLE that you are enrolled in and you may download or copy the available learning and teaching material for private study that constitutes as non-commercial use. Without prior approval, copying, distributing or use of the materials contained on the VLE for any commercial purpose is not permitted. Access and use by you constitutes acceptance of the terms and conditions set out in this statement, and take effect from your first use.
5. Any copyright in the material contained on this VLE belongs to the copyright holders. English law and international trademark law protect any trademarks.

Conditions of Use

6. By registering on the VLE each user accepts and agrees to abide by the conditions set out below. The College, through the Director of Learning Development & Research, reserves the right to exclude anyone from the VLE who fails to comply. Use of the VLE is subject to the College's rules relating to the use of computers.
7. The VLE is provided for education, research and administration. Users are personally responsible for their contributions to the system and shall indemnify the College against any liability incurred by the College (including liability in defamation and for breach of copyright), which arises out of any such contribution.

Disclaimers

8. The College makes no warranty that information contained on the VLE is complete, accurate or up-to-date. The College takes no responsibility for the results of reliance on any such information.

9. The College reserves the right to vary, change, alter, amend, add to or remove any material on the VLE.
10. The College makes no warranty that use of the VLE will be uninterrupted, virus-free or error-free; or that use will not affect other software or operating systems used to access the VLE.
11. The College makes no warranty that use of the VLE will not infringe the rights of any other person or organisation; or that it is of reasonable quality or fit for any particular purpose, even if the College received notice of an intention to use the VLE for that purpose.
12. The College accepts no liability for any loss or damage suffered by other parties as a direct or indirect result of using the VLE, including loss of profit, loss of opportunity, loss of business, and consequential loss, to the extent permitted in law.
13. You may contribute to any communication facilities (e.g. discussion boards or chat sessions) that you have access to on the VLE, provided you follow any guidelines for use of the College's Virtual Learning Environment; your use is only authorised on that basis. Persons submitting material other than members of staff of the College to this VLE are solely responsible for the material and any claims relating to its content, whether made against the College or otherwise. The opinions of such persons are those of the individuals making them, and not of the College. The College accepts no responsibility for such opinions or any claims resulting from them.
14. While the College does not exercise editorial control over any content posted to the VLE by users, the College reserves the right at its sole discretion to remove any content about which it receives notification that it considers objectionable. The College may remove such content whether or not the objection is sustainable. In addition, the College reserves the right to review, edit or delete any comments posted by users deemed defamatory, unlawful, threatening or otherwise objectionable. The College accepts no responsibility or liability for any material communicated by third parties by means of the VLE, to the extent permitted in law.
15. Contributions must not consist of, or contain, illegal or offensive material; any material which is considered by the College to be illegal or offensive may be removed from the system. For this purpose the expressions illegal and offensive include (without limitation) material the publication of which is defamatory or would infringe copyright of a third party or which contravenes Data Protection legislation or the Telecommunications Act and material which constitutes incitement to racial hatred or which is offensive or obscene.
16. Each user of the College's VLE undertakes that he or she will not hold the College liable for any material contributed to a discussion board or synchronous chat by another person, which is defamatory of that VLE user.

Prohibitions and Regulation of Use

17. Subject to the above, those gaining access to this VLE are authorised to make use of the VLE and of any interactive facilities available through it, for any lawful purposes. The following is a non-exclusive list of uses which are expressly prohibited:
 - i. using the VLE to commit or encourage unlawful acts;
 - ii. misrepresenting the user's identity or authority;

- iii. distributing any virus or other device intended to cause nuisance, loss or corruption of any information on the VLE or accessed through it, or of any systems used to operate the VLE or any systems accessed through it;
 - iv. tampering with communications that are not the user's, or making any alteration to any information on the VLE;
 - v. accessing or attempting to access other user accounts;
 - vi. any misuse, including hacking, or attempting to hack, any part of the VLE, system used to run it, or system accessed through the VLE;
 - vii. disrupting the flow of communications in interactive areas;
 - viii. storing personal data derived from the VLE;
 - ix. posting material that:
 - a. is offensive, obscene or hateful, or which other users are likely to consider offensive, obscene or hateful;
 - b. infringes intellectual property rights;
 - c. defames or threatens other people or organisations;
18. Use of the VLE by members of the College is subject to the College's rules relating to the acceptable use of computers.

General

19. Nothing in these terms of use is intended to, nor shall it, confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
20. If the College does not enforce any right against you, this does not constitute the waiver of such a right.
21. English law governs these terms and conditions, and English courts have exclusive jurisdiction in relation to them.
22. If a court having competent jurisdiction finds one of these terms illegal or unenforceable, the invalidity of that provision will not affect the validity, legality, and enforceability of the remaining terms.

Comments and Enquiries

23. You should address any enquires about these terms and conditions of use to: Group Director of Learning Resources, Bradford College. The College aims to make the VLE accessible to as many people as possible, including people with special needs. If you have any comments or suggestions as to how we may improve the VLE to make it more accessible to you, please contact the VLE Administrator.

Part B - Privacy Policy for the College's Virtual Learning Environment

24. The College is registered as a data controller under the Data Protection Act 1998 ('the 1998 Act'). You can see a copy of the College's entry on the Information Commissioner's Data Protection Register. The College upholds the relevant data protection principles and processes all personally identifiable information about you ("personal data") in accordance with the 1998 Act and other relevant legislation. This Privacy Policy explains what information we may collect about you when you make use of the College's Virtual Learning Environment ("VLE") and how we may use it.

25. You should read this Privacy Policy in conjunction with the Terms and Conditions of Use of the College's Virtual Learning Environment, of which this Privacy Policy forms a part. By agreeing to these terms and conditions, you are consenting to the College's processing of your personal data in accordance with this Privacy Policy. The College will post any changes to this Privacy Policy on the College's Website.

Access to your personal information

26. Under the 1998 Act, you have the right to know if the College holds any personal data about you (the right of 'subject access'). If the College holds any personal data about you, you are entitled to a description of the data, to be told for what purposes the data are processed, and the people, or classes of people, to whom the data may have been disclosed.
27. A request for a copy of information held about you is a "Subject Access Request". To make a subject access request, you should contact:

Any student who wishes to exercise this right should contact the Clerk to the Corporation on clerk@bradfordcollege.ac.uk.

Members of staff should contact the Group Director of Human Resources.

This request should be made in writing. The College will make a nominal charge on each occasion that access is requested.

Information collected

28. Access to the College's VLE is secure and requires a username and password. In order to participate in the communication facilities, the users' surname and first name as well as the College email address are necessary.
29. Each individual is responsible for the security and use of their username and password. The use of someone else's account, username (or password) is prohibited. Any user found using someone else's username, or impersonating another user of the system, may be excluded from further participation in the VLE, according to the College's rules relating to the use of computers.

Use of cookies and your privacy

30. A cookie is a small data file which can assist websites to serve information upon a visit from a user. Cookies cannot read your hard disk or make any information collected by use of a cookie available to any third party. A cookie can only be read by the organisation that requests it.
31. The MoodleSession cookie is used to hold information about your current session on Moodle. This cookie allows you to use Moodle without having to enter your username and password on each page. In order to use the VLE this cookie must be allowed. It is only valid for the current session and is removed as soon as you log out or close your browser. Moodle can also set a MOODLEID cookie. This cookie is set if you choose to let your browser remember your username between sessions (meaning that you don't have to fill it in each time you use Moodle).

Use of information collected

32. The College holds and processes personal data collected about you through the VLE. The College retains this data for a reasonable period or for as long as the law requires.
33. The College will not disclose any of your personal data collected to any third party, unless required to do so by law, other than in circumstances set out in this policy. There may be circumstances in which the College asks you to agree to the disclosing of your personal data to certain third parties, or transferring it outside the United Kingdom. However, before transferring your personal data in these circumstances, the College will seek to ensure appropriate arrangements are in place to protect your privacy. The College is strongly committed to your right to privacy. We will not give out data about you to third parties, unless authorised by you or according to law. We will not release data to anyone who is unauthorised. You are entitled to raise an objection where the processing of data we hold about you is likely to cause damage or distress (subject to provisions contained in the Data Protection Act 1998). If at any time you want to withdraw any permission you have given us to provide you with services, or to use your personal data in any other way, you can do so by writing to the VLE Administrator
34. The VLE collects usage statistics that are visible to Moodle course tutors and are used by IT Services to maintain and determine system availability. These statistics gather information about when a user last logged into the system. This feature is to help improve the Moodle service by ensuring that the material and content of the courses is according to the users' requirement.

Security

35. The VLE, and the College's computer systems, has security measures in place to protect the loss, misuse or alteration of personal data. The institution takes security very seriously and all staff are made aware of the security procedures they must follow when handling personal information.
36. Each individual is responsible for the security and use of their username and password. The use of someone else's account, username (or password) is prohibited. Any user found using someone else's username, or impersonating another user of the system, may be excluded from further participation in the VLE, according to the College's rules relating to the use of computers.

(see also paragraph 17 "Prohibitions and Regulations of Use")

External Websites

37. The VLE may contain links to other Websites outside the College's control not covered by this privacy policy. The College is not responsible for the contents or reliability of the external websites not operated by the College and does not necessarily endorse the views expressed within them. Listing should not be taken as endorsement of any kind. There is no guarantee these links to external websites will work all of the time and there is no control over the availability of the linked pages. The College takes no responsibility for the privacy policies of any linked Websites.

Comments and Enquiries

38. You should address any comments enquires about the Privacy Policy for the VLE to: Group Director of Learning Resources.

RELATED POLICIES/PROCEDURES/REGULATIONS:

Data Protection Policy

E-Learning Policy

Learner IT Acceptable Use Policy