Brightspace Usage Policy

Introduction

Brightspace is the VLE (virtual learning environment) used by staff and students at TU Dublin. TU Dublin provides these services subject to the rules and guidelines documented in this **Brightspace Usage Policy**. By accessing *Brightspace*, you accept and agree to be bound by all the policies associated with it.

These guidelines should be used in conjunction with the following University policies which can be found on the TU Dublin web site:

- *Brightspace* Privacy Statement
- Data protection policies and guidelines
- Student regulations governing the use of computer resources
- Staff regulations governing the use of computer resources
- IT security policy
- Identity management policies
- Campus IT Privacy Policy
- IP Policy
- Freedom of information guidelines and procedures

In the event of any conflict between this document and any University policy the terms in the University policy will govern. Any questions regarding *Brightspace* usage should be directed to the Head of eLearning Support and Development.

Acceptable Use of *Brightspace*

Use of *Brightspace* must be for the purpose of teaching, training, research coursework, associated administration or other authorised use. Each user is responsible for ensuring that their use of *Brightspace* complies with TU Dublin policies including this document. When using *Brightspace* and connecting services, users must:

- Respect the rights of others
- Remember to log out at the end of each session
- Always log in with their own user account details and never allow someone to access with their account details
- Comply with current legislation including:
    - Data Protection Act 1988 and the Data Protection (Amendment) Act 2003.
    - Copyright and Related Rights Act, 2000
    - Non Fatal Offences Against the Person Act 1997

Users agree to accept responsibility for all actions and content posted within the TU Dublin *Brightspace* system, noting that the following is unacceptable:

- Posting of copyrighted/trademarked materials
- Use of inappropriate language, images or other content i.e. material that is obscene, defamatory or threatening
- Posting of material that may encourage criminal conduct
- Transferring computer viruses or other code that interferes with other users' use of the Virtual Learning Environment or personal computers

Furthermore, users must be aware that opinions expressed in *Brightspace* collaborative tools are those of the individual and not of TU Dublin. TU Dublin reserves the right to review, move or delete material at its own discretion which it considers to be in breach of this usage policy.

By using *Brightspace*, users agree to be bound by these terms which take effect immediately upon their first use. TU Dublin may revise these terms at any time and will publish the latest version on the TU Dublin website: users will be notified of such changes. A user's continued use of *Brightspace* will be taken as acceptance of the updated terms of usage.

Violations of these terms may result in the termination of the user's account. Furthermore, other disciplinary actions may follow.

Content, Copyright and Intellectual Property

It is the responsibility of all *Brightspace* users to ensure that all materials that they post to a module comply with copyright legislation, specifically the COPYRIGHT AND RELATED RIGHTS ACT, 2000. Please check with the TU Dublin Library for up-to-date information regarding licenses currently held by the University.

All work submitted electronically by learners should be their own: plagiarism is in violation of TU Dublin policies.

When TU Dublin staff upload content to *Brightspace*, they are acknowledging that they are making it available for download: TU Dublin cannot guarantee that such resources will not be seen by, or distributed to, third parties.

Users may place links on *Brightspace* to external websites. TU Dublin will not be responsible for the content of links posted by users in its system or using its online tools

TU Dublin reserves the right to review, move or delete material which violates these terms, at its own discretion. However it is the user's responsibility to ensure that anything you upload to *Brightspace* meets legal requirements and the University's relevant policies.

Data protection and Privacy

Brightspace may ask you to provide personal identifying information including names, contact details etc. Any such information volunteered by you through the process of using this website will be treated with the highest standards of security and confidentiality and processed in accordance with the Data Protection Act 1988 and Data Protection (Amendment) Act 2003.

Information on *Brightspace* activity is collected routinely by TU Dublin and by its service provider, Desire2Learn, and TU Dublin reserves the right to monitor user activity. Records are kept of when users access modules and resources along with a record of all communication activities including forum posts, assignment submissions etc. These records may be used to monitor student activities and engagement within a module, or as evidence in matters arising such as harassment, bullying or the uploading of inappropriate materials.

Information on *Brightspace* activity may be aggregated with data from other TU Dublin systems in order to review aspects of our programmes, monitor student progress and manage our resources more efficiently. TU Dublin may also collect anonymised data on *Brightspace* usage for statistical purposes or administrative functions.

In exceptional cases permitted by data protection laws, we may process and disclose data without consent or notice to you, for example if it is required to investigate possible criminal offenses, to prevent injury or damage or to comply with a legal obligation.

Users must be aware that any personal identifying information voluntarily posted to public areas of this website which may then be available for use by others.

Further information on the use of cookies and collection of technical information in *Brightspace* is available from the *TU Dublin Brightspace Privacy Statement.*

Student enrolment policy

All data regarding student enrolment, modules, exam results etc. are held in TU Dublin's Student Information System. Once students have registered and paid their registration fees, their *Brightspace* account is created in due course. Students can then self-enrol on the modules on which they are registered.

NOTE: Students do *not* have permission to self-enrol on modules for which they are not registered.

Over the course of the 4 or 5 years of a programme, the students registered on that programme will retain access to each of the *Brightspace* modules they were enrolled on.

Access to *Brightspace* is withdrawn when a user is no longer studying at TU Dublin.

Instructor specific policies

Module access

In line with professional best practice, access to a *Brightspace* module is given to the staff member who is associated with the module in the Student Information System. If another staff member requests access to the same module, he/she should contact an existing instructor who is able to grant access.

Students will self-enrol on their modules, or staff members can add students manually.

Users should always log into *Brightspace* using their own user account and never allow another user to access *Brightspace* using their account.

Access to *Brightspace* is withdrawn when a user is no longer employed by TU Dublin. (Note that students who are *not* registered by 1st Dec will *not* be deemed to be a TU Dublin student.)

External guest user accounts

In certain limited circumstances, it is possible to facilitate lecturer access to a *Brightspace* module to someone who is not registered at the University. (For example, this may be required for external examiner reviews etc.) Such accounts must be requested by the relevant module instructor whose responsibility it is to ensure that the external user is aware of, and abides by, the regulations governing the use of *Brightspace*. In such cases, access to *Brightspace* will be withdrawn when the user is no longer associated with the University.

Permission for *Brightspace* accounts for external student users must be requested from the Head of Academic Affairs.

Module archive and restore

It is highly recommended that instructors download a backup of the Grade Centre after every grading change and after the module closes at the end of the academic year. Such backups may be important in cases of future appeals or the accidental deletion or loss of data. If data is lost a restore

may be possible. Please contact a member of the eLearning Technology Applications Team as soon as possible should such a situation arise.

Service downtime

It is the policy that, where possible, *Brightspace* will only have scheduled work requiring a downtime (service not available) during holiday periods. Users will, where possible, be given advance warning of any such downtime.

TU Dublin is not responsible for unexpected downtime of the Virtual Learning Environment. Loss of data due to interruptions in Internet service is not the responsibility of TU Dublin but that of the users' internet service provider. Neither will TU Dublin be liable for the loss of data caused by a computer or electronic virus. It is the responsibility of the user to implement procedures for backing up data and virus checking.

DATE LAST UPDATED: 06/09/24