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
- TU Dublin Data Protection Policy
- TU Dublin IT Acceptable Usage Policy
- TU Dublin Information Security Policy
- TU Dublin Identity Management Policy
- TU Dublin Password Policy
- TU Dublin 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 VLE Senior Manager.

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 Legislation
    - 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
- Publishing materials containing sensitive or proprietary information.

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 TU Dublin Library services 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.

TU Dublin retains a royalty-free irrevocable perpetual right to use lecture material for scholarly, academic and other non-commercial purposes.

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 Data Protection Legislation.

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, IP address etc. These records may be used in matters relating

to Academic Integrity such as the investigation of plagiarism and/or contract cheating. They may also 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 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 Legislation, 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.

For the duration of the programme of study 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.

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 TU Dublin's Student Information System, Banner. If another staff member requests access to the same module, they must contact the relevant party within their School to request they are associated with the module in Banner to allow enrolment to take place.

If a staff member requires access to a module that contains the content of another colleague. The colleague must be notified before access is granted. However, in the cases where the lecturer is retired, on extended sick or on a leave of absence this will not be required.

Students will be auto-enrolled on their modules, or staff members can add students manually.

Users should only 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 for non-TU Dublin Staff (For example, this may be required for external examiner reviews etc.) Such accounts must be requested by the relevant school administrator whose responsibility it is to ensure that there is a contract/agreement in place for the external user and they abide by, the regulations governing the use of Brightspace. In such cases, access to Brightspace will be withdrawn when the contract/agreement expires.

User Roles in Brightspace

Lecturer; Assistant Tutor/Demonstrator; Academic Admin
Will only be assigned to individuals with a valid TU Dublin contract of employment and TU Dublin Office 365 staff credentials.
Access will be withdrawn on expiration of the contract, retirement, resignation, career break.

External Examiner
Will only be assigned to individuals with a valid temporary TU Dublin contract of employment.
Access will be withdrawn on expiration of the contract.

External Lecturer
Will only be assigned to individuals with a valid TU Dublin temporary contract of employment or where there is a memorandum of agreement in place with a partner organisation.
Access will be withdrawn on expiration of the contract/agreement.

Student
Will only be assigned to current students of TU Dublin with Office 365 student credentials.

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

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.

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