

Virtual Learning Environment Regulations

These regulations apply subject to and in addition to the law. In all cases involving a breach of the law, legal sanctions may apply. Applicable laws include The Personal Data Protection Act 2012 (PDPA); The Copyright Act (Cap. 63) 1987; The Computer Misuse Act 1993; The Trade Descriptions Act 1975; and The Sedition Act 1964.

1. Scope

These regulations have the status of 'School Regulations' which apply to all staff and students and authorised visitors to Design School Asia. Any breach of these regulations will automatically be considered a breach of discipline. The Virtual Learning Environment (VLE) facilities include personal computers whether desktop or portable, mini or mainframe computers and computer networks, all software and data thereon and all computer-based information systems provided for administrative or other purposes.

The equipment covered includes:

- i. VLE facilities owned, leased, hired or otherwise provided by the School;
- ii. VLE network facilities connected directly or remotely to the School's IT network;

VLE Network Services refers to those staff employed by the School to manage its IT computing facilities.

2. Authority

- 2.1. The 'designate authority' referred to throughout these regulations is for academic support facilities and services is the Design School Asia Director or the Head of VLE Network Services.

3. Registration

- 3.1. Use of the VLE is conditional on prior registration with VLE Services, and the granting of access rights by the appropriate designated authority for the relevant facilities. Requests for registration shall be in the appropriate form and shall include details of the requester, the VLE network required including any necessary details of type or scope of access, and the period for which access is requested.
- 3.2. Registration to use the VLE network constitutes acceptance of these regulations and all users will be required to sign the School's Computer Users' Agreement, and to ensure they understand its conditions.
- 3.3. The granting of access rights to some VLE network facilities will be by the provision of user identifier(s) and password(s) giving access to locations, hardware and/or

software IT network facilities. The provision of such user identifier(s) and passwords(s) will constitute authorisation for the use of those IT network facilities for the purposes specified in the request for registration.

- 3.4. Users must not use another user's password, nor allow any password issued to them to become known to any other person.
 - 3.5. Users must notify the designated authority of any change in their status which may affect their right to use IT network facilities. This does not apply to students completing their studies, or a section of their studies, in the normal way.
4. Non-School use
 - 4.1. **Personal**

The use of VLE facilities for personal purposes other than for commercial aim must have the permission of the designated authority and may be subject to charge.
 - 4.2. **Commercial**

The use of VLE facilities for commercial gain breaches most of the School's software vendor's licensing agreements so commercial use agreements must be sought before use and must have the written prior permission of the designated authority and may be subject to charge.
 - 4.3. **External**

Use of VLE facilities by persons other than staff or students must have the written prior permission of the designated authority and may be subject to charge.
5. Equipment
 - 5.1. Users are responsible for ensuring that they are sufficiently familiar with the operation of any equipment and software they use to make their use of it safe and effective and to avoid interference with the use of it by others.
 - 5.2. The School retains the right to examine any computing equipment or media eg, USB flash drive, mobile phone, etc, that has been connected to the VLE.
6. Usage
 - 6.1. The School email system is the standard form of internal communication. It is your responsibility to check your School account at regular intervals.
 - 6.2. Users must adhere to the terms and conditions of all licence agreements relating to VLE facilities which they use including software, equipment, services documentation and other goods. It is the user's responsibility to make him/herself aware of all terms and conditions.
 - 6.3. Users must not modify any of the software provided nor incorporate any part of the provided software into their own work without permission from the designated authority.

- 6.4. Users must not copy any of the provided software without permission from the designated authority.
 - 6.5. Users must not deliberately introduce any virus, worm, Trojan horse or other potentially harmful or nuisance course or file into any IT network facility, nor take deliberate action to circumvent any precautions taken or prescribed by the School to prevent this.
 - 6.6. Users must not access, delete or amend the data or data structures which have not been generated by them unless they are specifically authorised to do so by the designated authority.
 - 6.7. The sharing, downloading, creation, display, production or circulation of offensive, including pornographic, material in any form or medium is forbidden, and may be subject to disciplinary action.
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7. Disclaimer
 - 7.1. The School accepts no responsibility for the malfunctioning of any VLE network facility or part thereof, whether hardware, software or other.
 - 7.2. The School accepts no responsibility for the loss of any data or software or the failure of any security or privacy mechanism.
 - 7.3. No claim shall be made against the School, its employees or agents in respect of any loss alleged to have been caused whether by defect in the resources or by act or neglect of the School, its employees or agents.
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8. Infringement
 - 8.1. Any infringement of these regulations may be subject to penalties under civil or criminal law and such law may be invoked by the institution.
 - 8.2. Any infringement of these regulations constitutes a disciplinary offence under the applicable procedure and may be treated as such regardless of legal proceedings.
 - 8.3. The designated authority may withdraw access to facilities from any user for the purposes of investigating a breach of these regulations. Any withdrawal of service will be notified to the user's course leader in the case of students and the appropriate line manager for staff. The designated authority may withdraw access to facilities from any user found to be guilty of a breach of these regulations.

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