

# BIRMINGHAM CITY UNIVERSITY

## Rules and Regulations

As a student you are required to accept the following rules and regulations:

### 1. Computing Facilities

#### Conduct and Use of Computer Systems and Networks at Birmingham City University

1.1 Computer systems and networking facilities shall be used only for work and activity approved by the University.

#### 2. Access

2.1. No attempt shall be made to access University systems, networks or databases unless legitimate authorisation has been granted.

3. No attempt shall be made to access the systems and networks of other establishments either within the United Kingdom or elsewhere unless:

3.1. The service required is a public or open access facility.

3.2. Authorisation has been obtained from the system/network service provider.

#### 4. Usage

4.1. Systems and networks are not to be used for commercial purposes, nor to obtain external funding unless written permission has been obtained from the Chief Information Officer.

4.2. Computer systems and networks shall not be used to engage in any activity liable to cause offence or to obstruct other users of Birmingham City University systems or users elsewhere. This includes the deliberate introduction of viruses into University systems and networks.

4.3. Computer systems and networks may not be used to access, display, print or distribute slanderous, libellous or knowingly untruthful information or material of an illegal nature.

4.4. Copyrights and intellectual property rights must be respected by all Birmingham City University computer system users and used only in accordance with the copyright protection conditions set out below.

#### 5. Protection of Copyright

5.1. The users of any Software, Computer Readable Dataset, Courseware, Media such as but not limited to; Music, Film, Television or Radio Broadcast or any other similar material, hereafter referred to as "the material" shall:

5.1.1. Ensure that all the requirements of the agreements, contracts and licences under which the material is held by Birmingham City University will be maintained (Copies of the relevant agreements, contracts and licences may be seen by application to the Faculty / Department / Central Service which made the material available);

5.1.2. Adhere to the regulations governing the use of any service involved in the provision of access to the material whether these services are controlled by Birmingham City University or by some other organisation;

5.1.3. Not remove or alter the Copyright Statement on any copies of the material;

5.1.4. Ensure the Security and Confidentiality of any copy released to the user(s) and not make any further copies from it or knowingly permit others to do so, unless permitted to do so under the relevant licence;

5.1.5. Use the material only for purposes defined, and only on computer systems covered, by the agreement, contract or licence;

5.1.6. Only incorporate the material, or part thereof, in any work, program or article produced by the user(s) where this is permitted by the licence or by "Fair Dealing".

Fair Dealing means that an individual, or a friend or colleague of the individual, if sued for infringement, has as his/her defence the argument that he/she made the copy (or copies) of not too substantial a part of the literary work and that the copying did not damage the legitimate interests of the copyright owner. The legislation gives specified purposes where Fair Dealing applies, e.g. private research, commercial research, private study, criticism and book reviewing, reporting current events and educational purposes.

5.1.7. Only incorporate some part or version of the material in any work produced by the user(s) with the express permission of the Licensor or unless this is permitted under the agreement;

5.1.8. Not reverse engineer or decompile the software products or attempt to do so unless this is explicitly permitted within the terms of the agreement for the use of the material;

5.1.9. Return or destroy all copies of the material at the end of the module / unit / programme/year or when requested to do so.

5.2. The unauthorised usage, copying or distribution of any material in breach of copyright or licensing agreements may result in disciplinary action and may be reported to the relevant authorities.

6.1. A password is the personal property and responsibility of the individual to whom it is issued. When issued with a password allowing access to information on systems and networks, a user may not divulge such password information to any other person whomsoever.

6.2. Computer systems and networks which are used to hold personal information which is subject to the Data Protection Act, should not be set up without prior authorisation from the University Secretary.

7 The University is not responsible for students own data and students should maintain their own backups. Although, the University will attempt to restore lost data it will not be held responsible if unable to do so.

Failure to comply with the conditions of the University's Information Security Policy and Code of Conduct may result in suspension or withdrawal of access to University computer systems and network facilities and may also render the user liable to disciplinary proceedings.

The wording of section 5.1 has been derived from the CHEST (Combined Higher Education Software Team) Code of Conduct (Copyright Acknowledgement). The University has also sought assistance from CHEST in the clarification of the term "Fair Dealing". The following clarification of "Fair Dealing" has been recommended by CHEST and accepted by the University. In providing this clarification CHEST acknowledge their debt to the work by Professor Charles Oppenheim entitled "The Legal and Regulatory Environment for Electronic Information" from which this clarification has been derived.

## **2. Student Identity Cards**

### **Use of Your Student ID card**

There are some terms and conditions to the use of your student ID card. Please take a few moments to read these as outlined below:

1. The card remains the property of Birmingham City University.
2. The card is valid until the completion of your programme or the date of withdrawal from your programme, whichever is the earlier.
3. The card must be handed to an authorised person\*, on request.
4. The card is your ID card and should be carried with you at all times, on all University Campuses, and produced to confirm your identity at the request of an authorised person\*.
5. Your card is for your personal use only and must not be used by anyone else.
6. Your card must be presented when using the Library.
7. Your card must be displayed when attending an examination in accordance with the University's Academic Regulations and Policies.
8. The barcode printed on the card is issued by the Library and its use is subject to the Rules and Regulations that the Library may impose.
9. You must only use your own card to gain access to areas which are controlled by the Access Management System. Do not allow anyone to follow or tailgate behind you into an access controlled area without using their card. Do not let anyone into an access controlled area.
10. Should you fail to use your card when entering an access controlled area, other areas in the building may become restricted to you and you will experience difficulties when leaving the building.
11. Failure to use your card to gain access through an access controlled area on any 6 occasions within a standard academic year (1 August to 31 July) will result in access being refused and you will be required to purchase a replacement card before entry will be permissible.
12. ID cards cannot be transferred to other students and therefore you must only use your own ID card to record your attendance at University teaching sessions or examinations.
13. If you have opted to become a member of the Students' Union your ID card is also a proof of membership and its use is subject to any Rules and Regulations the Students' Union may impose.
14. You should report the loss or theft of your card immediately to Security Services in order that your card access validations (e.g. Library and building access) can be cancelled.

15. A replacement card can be obtained from Ask upon payment via the BCU Online Store. The store is available 24/7 via the link <http://store.bcu.ac.uk>. Once payment is complete, confirmation of the payment will be sent to iAsk and you will be emailed details of replacement ID card printing locations.

16. Please ensure you have a copy of the e-mail confirmation as proof of payment when you collect your ID card from Ask. The replacement card fee has been set by the University and may be varied from time to time.

17. The full replacement card fee will be charged where cards have been lost, damaged through lack of care or misuse or where you have failed to use your card to gain access in the access managed areas on 6 consecutive occasions.

18. Data recorded on University systems as a result of using the card may be used by the University in accordance with the terms of the Data Protection Act 2018.

19. Misuse of the card may lead to action under the Disciplinary Code of the University.

\*An authorised person may be a member of staff of the University or a colleague who is authorised to act on behalf of the University.

### **3. Personal Details**

It is very important that you enrol under your full legal name. The name you have provided for enrolment will be used for all formal purposes within the University and will be the name recorded on any transcript of results and award certificate issued to you.

If you change your name during your studies it is essential that you contact your Faculty Office so that your University records can be updated. We will not be able to do this without appropriate evidence to confirm your change of name. Your Faculty Office will be able to advise you about the procedure and the evidence we will require.

It is very important that we have your correct address, as you may miss important communications if you fail to tell us you have moved. You are also responsible for notifying the University of any change of term-time or permanent home address after you have enrolled. You can update your address details at any time via the mySRS student portal at <https://icity.bcu.ac.uk/Account/eVisionLogin>.

## 4. Data Protection

### Data Protection Act 2018 – statement to students

Birmingham City University is a registered Data Controller under the Data Protection Act 2018. The University's Data Protection Officer is responsible for issues relating to Data Protection.

The University processes personal data relating to students for a variety of purposes. These include:

- registering and maintaining a record of academic achievement;
- the administration of fees and charges, grants, loans, scholarships, bursaries and sponsorships;
- responding to student related enquiries via the University's enquiry management tool;
- library, email and network rights;
- library use and non-use surveys;
- student experience surveys, which may be facilitated by external agencies acting in strict accordance with the Data Protection Act;
- planning and control of curricula and examinations;
- calculation, publication and certification of examination results;
- the organisation of award ceremonies;
- provision of references;
- student welfare, including accommodation and counselling;
- provision of contextual analysis to inform feedback and support to individual students and academic staff;
- ☐ research, statistical analysis, management information, statutory returns;
- provision of information to the Students' Union for those students where consent has been obtained;
- information relating to careers and employment opportunities
- marketing and promotional activity.

The University allows access to student data to employees and agents of the University (on a need-to-know basis only). Student information is also disclosed to a variety of third parties or their agents, notably:

- students' sponsors (including Local Authorities)
- Student Finance England
- relevant government departments to whom we have a statutory obligation to release information (including the Higher Education Statistics Agency and Council Tax officers)
- current or potential employers of our students
- current or potential providers of education to our students
- the University's insurers (in the event of a claim)
- organisations responsible for auditing the University
- Electoral Registration officers.

The University reserves the right to retain student data in line with recommendations laid down by the Joint Information Systems Committee. For most data this will be held up to three years after your association with the University had ceased. This data may be used for any of the registered Data Protection Purposes.

N.B. Disclosures to organisations not listed above will be made in specific legitimate circumstances.

The University holds sensitive personal data on race and disability where students have given the information voluntarily, for example via the University's student enquiry management system. This information will be used to compile statistical reports including equal opportunities monitoring. This data may also be used by the University to support its aim of ensuring that all members of the community are given equal access to its programmes and services. The University may initiate programmes in order to progress this aim, and students may be contacted on the basis of this data.

The University's health service may hold confidential data on a student's health where it is necessary to do so. Some details of a student's criminal record may be held where it is necessary for admissions, or for the purpose of determining eligibility to train for a particular profession. The University undertakes to maintain student data in secure

conditions and to process and disclose data only within the terms of its Data Protection notification.

### **Enquiry websites**

Any information supplied by you will be processed by the University for a purpose related to your enquiry and in order to deliver the services that you have requested through its website. The information will not be made available to third parties except web service providers acting on the University's behalf and strictly controlled by the terms of data sharing agreements.

Under the Data Protection Act 2018 you have a right to a copy of the current personal information held on you by the University and a right to object to data processing that causes damage and distress. For details of these procedures please contact the Data Protection Officer on 0121 331 6725. For further information, please see:

<https://icity.bcu.ac.uk/Library-and-Learning-Resources/Information-Management/Legal-Compliance/Data-Protection>.

### **Digital Media**

You give permission for digital media, e.g. photographs and video, used to capture student activities to promote your programme in projects and research work carried out by the University.

If you wish to opt out from digital media it is your responsibility to inform your Programme Director (in writing) of your intentions not to take part in digital media. This will not include photographs and videos that are taken forward facing (capturing your full face), in these instances the University will be required to obtain your consent and you will also be provided with details of the University's Privacy Notice.

### **Disclosure of data to the Higher Education Statistics Agency (HESA)**

#### **Student and leavers surveys**

Your contact details may be passed to survey contractors to carry out the National Student Survey (NSS) and surveys of student finances, on behalf of some of the organisations listed



below under Purpose 1. These organisations and their contractors will use your details only for that purpose, and will then delete them.

About six months after you graduate, we may contact you to ask you to fill in the Higher Education Statistics Agency (HESA)[1] 'Destinations of Leavers from HE' questionnaire. You may also be contacted as part of an audit to check that we have undertaken this survey properly. We will not give your contact details to HESA.

You may also be included in longitudinal surveys of leavers in the years after you graduate. If so, we will pass your contact details to the organisation that has been contracted to carry out that survey. That organisation will use your details only for that purpose, and will then securely delete them.

If you do not want to take part in any of these surveys, please let us know.

### **Submission of your information to HESA**

Every year we will send some of the information we hold about you to HESA ("your HESA information"). HESA is the official source of data about UK universities and higher education colleges. HESA collects, and is responsible for, the database in which your HESA information is stored. HESA is a registered charity and operates on a not-for-profit basis. HESA uses your HESA information itself for its own purposes.

HESA also shares information from your HESA information with third parties. It may charge other organisations to whom it provides services and data. HESA's use of your HESA information may include linking information from it to other data, as described further below. All uses of HESA information must comply with the Data Protection Act 2018.

### **Sensitive information**

If you give us information about your disability status, ethnicity, sexual orientation, gender reassignment or religion these may be included in your HESA information and used to assist with monitoring equality of opportunity and eliminating unlawful discrimination in accordance with the Equality Act. Some other sensitive information is used to enable

research into the provision of fair access to higher education, for example information as to whether you are a care leaver.

If you are enrolled at a higher education provider in England regulated by the Higher Education Funding Council for England your HESA information will include details of any financial support you may receive from us.

Your sensitive information will not be used to make decisions about you.

Your HESA information including linked data is used for four broad purposes:

### **Purpose 1 - Public functions**

Education statistics and data

Your HESA information is used by some organisations to help carry out public functions connected with education in the UK. These organisations are data controllers in common of your HESA information under the terms of the Data Protection Act <http://ico.org.uk/for-organisations/guide-to-data-protection/keydefinitions/>.

Such organisations include:

- Department for Business, Innovation and Skills
- Welsh Government
- Scottish Government
- Department for Employment and Learning, Northern Ireland
- Higher Education Funding Council for England
- Higher Education Funding Council for Wales
- Scottish Further and Higher Education Funding Council
- Department for Education
- Research Councils
- Education Funding Agency
- National College for Teaching and Leadership
- National Health Service
- General Medical Council
- Office For Fair Access
- Quality Assurance Agency for Higher Education

and any successor bodies.

#### Other uses

Your HESA information may also be used by some organisations who are also data controllers in common to help carry out public functions that are not connected with education. Such uses may include the following:

- Measurement of population levels and migration by the Office for National Statistics, National Records of Scotland and the Northern Ireland Statistics and Research Agency
- Monitoring of public expenditure by the National Audit Office
- Monitoring of the accuracy of electoral registers by Electoral Registration Officials.

#### **Purpose 2 - Administrative uses**

Fraud detection and prevention - Your HESA information may be used to audit claims to public funding and student finance, and to detect and prevent fraud.

Previous study - If you are enrolled at an HE provider in England: The Higher Education Funding Council for England (HEFCE) may share your previous education records with us, including HESA information submitted by other institutions, to determine the nature of any prior higher education study, including your current qualifications. This may be used to make decisions about the fees you are required to pay, the support available to you or the availability of a place for you to study with us.

Your HESA information will not be used to make decisions about you other than for those uses outlined under Purpose 2.

#### **Purpose 3 - HESA publications**

HESA uses your HESA information to produce and publish information and statistics. This includes some National Statistics publications and online business intelligence and research services. HESA will take precautions to ensure that individuals are not identified from any information which is processed for Purpose 3.

**Purpose 4 - Equal opportunity, research, journalism and other processing in which there is a legitimate interest**

HESA and the other data controllers in common (see Purpose 1) may also supply information to third parties where there is a legitimate interest in doing so.

Examples of use for this purpose include:

- Equal opportunities monitoring
- Research - This may be academic research, commercial research or other statistical research where this is in the public interest
- Journalism - Where the relevant publication would be in the public interest, eg league tables
- Provision of information to students and prospective students.

Users to whom information may be supplied for Purpose 4 include:

- Higher education sector bodies
- Higher education providers
- Academic researchers and students
- Commercial organisations (e.g. recruitment firms, housing providers, graduate employers)
- Unions
- Non-governmental organisations and charities
- Local, regional and national government bodies
- Journalists.

Information supplied by HESA to third parties within Purpose 4 is supplied under contracts which require that individuals shall not be identified from the supplied information. A copy of HESA's current agreement for the supply of information is available in the Conditions section at [www.hesa.ac.uk/bds-details](http://www.hesa.ac.uk/bds-details). HESA student information may be linked to school and/or further education college information and supplied to researchers.

A copy of the Agreement for the supply of linked data about pupils from schools in England is available at <http://www.gov.uk/government/collections/national-pupil-database>.

### **Linking of information in the HESA record**

As indicated above, where HESA and organisations covered by Purpose 1 use HESA information this may include linking HESA information to other information for example:

- UCAS data
- National Student Survey data
- School and further education data
- Student Loans Company data
- Qualification awarding bodies data
- Tax, benefits and employment data.

Where HESA provides information from your HESA information to third parties under Purpose 4, the permitted uses of the information by a third party may include linking HESA information to other information held by the third party. Permission for such use is considered on a case by case basis. It is only given where the linking is for the purposes outline in Purpose 4 and subject to the requirement not to carry out linking to identify individuals.

### **Destinations information for schools and colleges**

If you attended a school or college in England linked data may be disclosed to the last school or college you attended (or its successor body) to enable them to assess the outcomes of secondary education.

### **The HESA Initial Teacher Training Record (ITT)**

If you are on an ITT or Early Years ITT programme at a higher education provider in England, HESA will collect additional information about you and provide this to the National College for Teaching and Leadership (NCTL). ITT or EYITT programme are those that lead to Qualified Teacher Status (QTS) or Early Years Teacher Status (EYTS).

NCTL is an executive agency of the Department for Education (DfE) and for the purposes of the Data Protection Act 2018 DfE and HESA are data controllers in common of the ITT record. NCTL will process your personal data for the administration and monitoring of initial teacher training schemes, including the allocation of Teacher Reference Numbers. NCTL may share personal data with us, its partners and contractors, including employers, employment

agencies, Ofsted, Capita Teachers' Pensions and the Department for Business, Innovation and Skills (BIS), for this purpose and may link it to other sources of information about you.

NCTL give institutions the opportunity to check and where appropriate update the DLHE data via their Performance Profiles data management system. Therefore the University may share relevant data with NCTL.

### **About the HESA Student Collection Notice**

The HESA Student Collection Notice is regularly reviewed. The most up to date version can be found at <http://www.hesa.ac.uk/content/view/141>. Minor updates to the Student Collection Notice (including organisation name changes and clarification of previously specified purposes) may be made at any time.

Major updates (such as a new purpose or administrative use) will be made no more than once per year.

### **Your rights**

Under the Data Protection Act 2018 you have rights of access to the information HESA holds about you. You will have to pay a small fee for this. For further information about data protection and your HESA information please see <http://www.hesa.ac.uk/dataprot> or email [data.protection@hesa.ac.uk](mailto:data.protection@hesa.ac.uk).

## **5. Students' Union**

As a student at Birmingham City University, you can also choose to become a member of the Students' Union. The Students' Union is a charity of over 23,000 members, which is run by a team of students and recent graduates (called Sabbatical Officers) and supported by staff.

As the official voice of BCU students, the Students' Union will represent your interests to the University and has a wide range of services and facilities you can use for an enjoyable student experience. For details of employability, jobs, welfare advice & support, societies, housing, sports, volunteering, entertainment and the NUS Extra Discount card visit the Students' Union website at <http://www.bcusu.com/>

If you choose to become a member of the Students' Union you agree to be bound by its rules at [www.bcusu.com](http://www.bcusu.com). The University will also share general data with the Students' Union. You can choose to opt in or out of membership of the Students' Union at any time once you are enrolled by contacting the Chief Executive at [union.manager@bcu.ac.uk](mailto:union.manager@bcu.ac.uk)

As the Students' Union will represent your interests, provide you with welfare support and offer you a wide range of services, if you choose to become a member, Birmingham City University will request your explicit permission to share certain types of data to the Students' Union. The data we would like to pass on to the Students' Union to enhance your student experience is your ethnicity, religion and disability status.

## **6. Academic Regulations**

1. Academic Regulations are there to ensure our academic standards and ensure all our students are treated consistently and equitably. Students enrolled on a programme at Birmingham City University agree to abide by our academic regulations and procedures.
2. The Standard Regulations apply to all students, except where a variance has been approved by Academic Board in line with external body requirements.

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