

## 1. Monaghan Institute Learner Agreement

What you Can Expect From Us	What We Can Expect From You
Help to choose the right course and method of study	A responsible attitude to your learning
Information about College facilities and services	That you apply yourself, to the best of your ability, to all aspects for your course
Information about your course/programme of study	That you attend regularly and be punctual for all classes, tutorials and work placements
Good quality and varied teaching and learning opportunities	That all work and assignments set are completed and handed in on time
Support from your course tutors and feedback on your progress	That you respond to guidance given by tutors and take advantage of the learning support facilities available
Advice, information and counselling on educational, career and personal matters	<b>That you read, accept and abide by all Monaghan Institute Rules, Regulations and Policies, as outlined in the Student Handbook and Code of Conduct.</b>
A safe, healthy and supportive environment	That you follow Health and Safety Regulations so that you do not endanger yourself or others
Fair treatment and respect for individual differences in line with the college’s equal opportunities policy	That you treat everyone fairly and with respect regardless of age, culture, religion, gender, race, disability, sexuality or social class.
Any problems dealt with quickly and fairly	That you keep us informed of any problems that may arise

## 2. Monaghan Institute Data Protection Statement

### Privacy Notice to students (and parent/guardian of students under 18 years)

By applying for and/or attending an ETB school, centre, course or programme, you acknowledge that your personal data (including special category personal data) shall be processed by Cavan and Monaghan ETB. This Privacy Notice gives you some helpful information about who we are, what personal data we collect about you, why, who we share it with and why, how long we keep it, and your rights. If you need more information, please see our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie).

1. We are Cavan and Monaghan Education and Training Board (CMETB). Our address and contact details are Cavan and Monaghan ETB, Administration Centre, Market Street, Monaghan H18W449. Phone: 047 30888. We provide Post-primary level education, Further Education and Training, Youthreach, Outdoor Education, Arts Education in addition to other community-based education programmes and services. For further information, see our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie)

2. When you are a student with CMETB, we collect and use your personal data. The type of information we collect about you depends on various factors, such as whether you are under 18-years or an adult learner, the type of course you are enrolled on etc. The personal data we collect can include information about your identity and contact details; images/photo (including CCTV); family details; admission/enrolment details; previous schools; academic progress; PPS number; special educational needs; nationality; language; medical data; information about behaviour and attendance; information about health, safety and welfare; financial information (re fees, grants, scholarships etc.); and other personal data. Further details of the data we collect about you can be found in our Data Protection Policy. If you are under 18 years when you enrol, we collect the name, address, contact details and other information about your parents/guardians. If you are under 18 years, your parent/guardian is consulted and asked to give consent for certain things like taking your photograph, going on school trips etc. We use your personal data for purposes including: your application for enrolment; to provide you with appropriate education and support; to monitor your academic progress; to care for your health and wellbeing; to care for our staff and

students; to process grant applications and scholarships; to coordinate, evaluate, fund and organise educational programmes; to comply with our legal obligations as an education body; to comply with our monitoring and reporting obligations to Government bodies, and EU funding bodies; to process appeals, resolve disputes, and defend litigation etc. For further information on what data we collect, why we collect it, how we use it, and the legal basis for same, please go to our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie).

3. We share your personal data with third parties, including other Government bodies. This includes the State Examinations Commission, the Department of Education and Skills, NCSA, SOLAS, SUSI, HEA, QQI, TUSLA, An Garda Síochána, HSE, the Department of Social Protection, the Revenue Commissioners etc. The level of sharing and the nature of what is shared depend on various factors, including the nature of the course you are undertaking/enrolled on. The Government bodies to which we transfer your personal data will use your personal data for their own purposes (including: to verify other information they already hold about you, for fraud prevention measures, etc.) and they may aggregate it with other information they already hold about you and your family. We also share your personal data with other third parties including our insurance company and other service providers (including IT providers, security providers, legal advisors etc), and other schools/colleges and bodies in the further education and training sector, apprenticeship providers, work-experience placements and future employers etc. We are legally required to provide certain records relating to the progress of a student (under 18 years) in his/her education to the student's parents/guardians, including results of examinations. Once a student reaches 18 years, the student should let us know if they wish for us to cease providing certain records relating to their educational progress to their parent/guardian. For further information on who we share your data with, when and in what circumstances, and why, please see our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie).

4. We do not transfer your personal data to a third country outside the EEA. Certain companies who process personal data on behalf of CMETB may transfer personal data for processing outside the EU, however this will only be done with the agreement of CMETB and with the assurance that appropriate safeguarding measures are in place to protect the data. We will advise data subjects if their data is to be transferred outside the EU. For further information, please see our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie).

5. We do not engage in Automated Decision Making/profiling.

6. Some personal data is only kept for a short period (e.g. we will destroy at the end of an academic year because it is no longer needed). Some data we retain for a longer period (e.g. retained after you leave or otherwise finish your studies with CMETB). For further information on the retention periods, please go to our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie)

7. You have the following statutory rights that can be exercised at any time:

- (a) Right to complain to supervisory authority.
- (b) Right of access.
- (c) Right to rectification.
- (d) Right to be forgotten.
- (e) Right to restrict processing.
- (f) Right to data portability.
- (g) Right to object and automated decision making/profiling.

For further information, please see our Data Protection Policy available at [www.cmetb.ie](http://www.cmetb.ie) or alternatively contact our DPO.

**8. We have appointed a Data Protection Officer. Her name and contact details are Fiona Nugent [fionanugent@cmetb.ie](mailto:fionanugent@cmetb.ie) If you have any queries, please consult our Data Protection Policy (available at [www.cmetb.ie](http://www.cmetb.ie)) or contact our DPO.**

### **Photographs of Learners (in addition to your student ID card.)**

Monaghan Institute and CMETB maintain a database of photographs and digital images (including video) of events held over years. It has become customary for programmes to take photographs of learners engaged in activities and events in the interest of creating a pictorial as well as historical record. In addition, Photographs/digital images may also be used to supplement students' assessment/project work.

Photographs/digital images may be published on our websites and social media accounts such as Twitter and Facebook or in brochures, yearbooks, newsletters, local and national newspapers and similar education and training-related productions. In the case of website and social media, photographs/digital images, learner/student names will not appear on the website as a caption to the picture.

If you wish to have your photograph/digital image removed from the website at any time, you should write to the Chief Executive.

### 3. Bring Your Own Device Acceptable Use Declaration

1. For the purpose of these guidelines, a 'mobile device' refers to a learner/student owned device such as a tablet, laptop, netbook, iPad, or smart phone. Personal gaming devices are not allowed unless authorised by your teacher/ tutor.
2. Any learner who wishes to use a personally owned mobile device within an FET centre (Monaghan Institute) must read and sign this Acceptable Use Declaration (AUD).
3. If the learner is under 18, a parent /guardian of the learner must also read, sign and submit the AUD to the FET centre (Monaghan Institute) office.
4. Learners must take full responsibility for the appropriate use of their device at all times. The FET centre (Monaghan Institute) is not responsible in any way for the device or for its' use.
5. Learners must not leave their device unattended.
6. The following activities are considered as unacceptable usage of devices:
  - The storing or transmission of illicit materials
  - Storing or transmission of proprietary information
  - The harassment of others
  - Engaging in outside business activities
  - Use of devices for any action or activity which is not compliant with CMETB policies, procedures and guidelines including but not limited to CMETB ICT AUD, CMETB Data Protection Policy
7. CMETB (Monaghan Institute) are not responsible for breakages, maintenance, costs of repair or replacement of learner devices. Learners/ parents/ guardians are fully responsible for their devices in this regard.
8. The FET centre (Monaghan Institute) reserves the right to inspect or monitor learner's CMETB Microsoft 365 accounts at any time.
9. Violations of any FET centre (Monaghan Institute) policies or rules involving a learner device may result in a learner not being allowed to continue using the device during FET centre hours and/or disciplinary action, for a period to be determined by the FET centre (Monaghan Institute). CMETB reserves the right to disconnect devices or disable services without notification.
10. Learners will comply with teachers/ tutors' requests regarding use of devices during FET centre (Monaghan Institute) hours and classes.
11. Mobile devices must be charged prior to bringing them to the FET centre (Monaghan Institute) so as to be usable during FET centre hours.
12. Learners may not use the devices to record, transmit or post photos or videos of teachers/ tutors or learners. No images or video recorded at the FET centre (Monaghan Institute) can be transmitted or posted at any time unless authorised by teachers/ tutors.
13. Learners may use the FET centre (Monaghan Institute) wireless network and content filtered broadband. Use of other 'unfiltered public wireless connections, such as mobile networks, is not allowed during FET centre hours.
14. The FET centre (Monaghan Institute) reserves the right to change the AUD in line with overall FET centre policy
15. In order to prevent unauthorised access all devices must be password protected using the features of the device and a strong password is required to access the company network.
16. Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network.

## 4. Learner Agreement Declarations

### Bring Your Own Device Acceptable Use Declaration

Learners should complete the following details and sign to consent to terms and conditions. Include Mobile Device Details e.g. Tablet – include manufacturer, type of device here.

As a Learner I understand and will abide by this AUD. I understand that any violation of this AUD may result in not being able to use my mobile device in the FET centre (Monaghan Institute), and could mean other disciplinary action. As a Parent/Guardian (of a learner under 18 years of age) I understand that my child accepts the responsibilities outlined in the Bring Your Own Device AUD. I have discussed the AUD with them and we both understand own responsibilities.

### Photographic Image and/or Videographic Use Declaration

I \_\_\_\_\_ [insert NAME of LEARNER or of Parent/Guardian if student is under 18 years] consent that photos and video footage of \_\_\_\_\_ [insert NAME OF LEARNER] may be taken and used by or on behalf of Monaghan Institute to promote its activities (currently and in the future) in the following circumstances; as selected by me:

Photographic Image and/or Videographic footage of the student for the purpose of:		
<i>Please tick as appropriate</i>	Yes	No
On Monaghan Institute’s website, and/or CMETB’s website, social media and any other online publication associated with CMETB schools/centres/programmes/services.		
Given to third parties, with the student’s name, for the purpose of being used in print media e.g. newspapers, magazines, brochures/leaflets, posters, prospectus, reports books and other similar publications, e.g. a student attaining top results in an exam or a team winning a competition.		
Displayed within the college and including the student’s name e.g. an image of a student awarded ‘Student of the Year’ with his/her name below.		
In college yearbooks with the student’s name also used.		
For promotional purposes related to the college e.g. college prospectus or video of college production.		

### Monaghan Institute Learner Agreement

I have received my digital copy of the MI Student Handbook and I agree to abide by the Monaghan Institute Learner Agreement.

### Internet Acceptable Use Contract

Prior to receiving authorisation to use the Internet, learners must sign the following contract document: I understand that use of the Internet via Monaghan Institute’s computer network is a privilege and will abide by the Internet Use Policy outlined. I realise the Internet contains material that is inappropriate for college purposes and, therefore, will take personal responsibility not to access such material. I recognise that it is impossible for Monaghan Institute to prevent access to all controversial materials, and I will not hold Monaghan Institute accountable for unsuitable materials found or acquired on the network. I further understand that should I commit any violation of the regulations in this policy it will result in the withdrawal of access privileges, suspension or expulsion.

**Signature of Learner or Parent/Guardian (of learner U18 years):** \_\_\_\_\_

**Course Name:** \_\_\_\_\_