GOVERNANCE FRAMEWORK

Introduction

Virtual Education Networks Ltd (VEN) was established in 2001 to provide standards and governance over educational ICT environments. Schools that join VEN are able to use the ICT services that have been created for its members. VEN is a not for profit organization.

VEN awards contracts or has a Business Services Agreements with vendors to provide and manage the required services

POLICY FRAMEWORK

A policy framework has been established to provide a clear direction on how the Education Hub will be used, the over arching policies to be followed and standards to be met.

The structure of the Policy Framework is illustrated on the right.

The 'Terms and Conditions of Use' includes an acceptance form to be completed before access is given. Accepting the terms and conditions implies that the school or associated organisation will comply with the Connection and Acceptable Use Policy and Standards.

The Service Level Agreement provides guidance on the service levels to be delivered by the contracted vendors supplying services and also the processes for scheduled outages.

A separate document entitled 'Service Catalogue' is intended for VEN 'customers' to indicate what services are available and the benefits of these services.
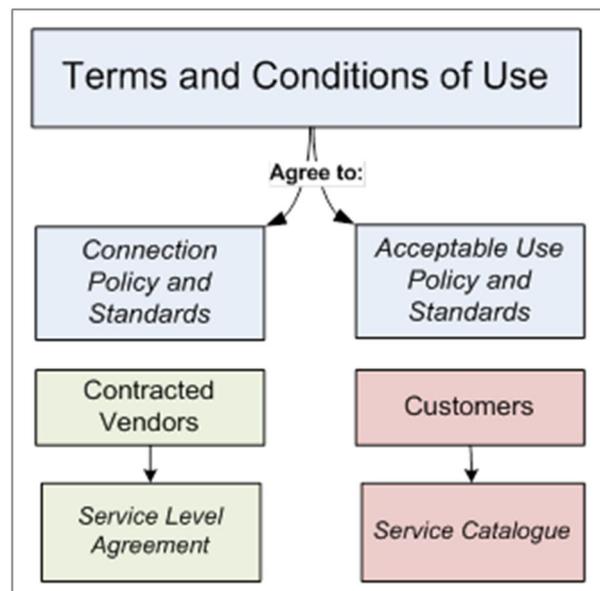
Terms and Conditions of Use

Access to and use of Services and Resources is governed by Virtual Education Networks Ltd subject to the following terms:

1. Services are provided to New Zealand schools as defined by the Ministry of Education (ref http://www.tki.org.nz/e/schools) and associated organisations (like early childcare organisations) that comply with the associated member standards defined within these terms of conditions of use.

2. By using the Services and Resources you agree to be legally bound by the terms and conditions in this document. These conditions take effect immediately on your first use of the Services. If you do not agree to be legally bound by all the terms and conditions access is prohibited.

3. VEN may change these terms at any time by posting changes online (www.virtualeducation.co.nz). Please review these terms regularly to ensure you are aware of any changes made. Your continued use of the Services after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

4. By agreeing to abide by the terms and conditions you are agreeing to comply with the Connection Policy and Acceptable Use Policy. Both of these policies are available on the website.

Use of the Services

5. All Services must be used for approved teaching and learning programmes. Such programmes are those undertaken by schools in their daily educational business. In addition schools may conduct classes outside of the normal school hours for programmes such as community education.

6. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use the Services in any way except for educational and non-commercial use. You also agree not to adapt, alter or create a derivative work from any Service content except for your educational and non-commercial use.

7. Users must ensure that appropriate funding and resources are available for the duration of the contracted period and that payment for services is not unduly delayed.

8. You agree to use Services only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue or information connected to the Services.

Disclaimers and Limitation of Liability

9. Content, including the information, names, images, pictures, logos and icons regarding or relating to Services, is provided "AS IS" and on an "IS or AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

10. VEN will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits arising from or in connection with the use of the Services.

11. VEN does not warrant that functions contained in the Services content will be uninterrupted or error free.

Intellectual Property

12. The names, images and logos identifying Virtual Education Networks Ltd. and the associated services are subject to copyright, design rights and trademarks. Nothing contained in these terms shall be construed as conferring by implication, or otherwise any license or right to use any trademark, patent, design right or copyright of the Services or any other third party.

Associated Members

Associate members will be permitted access to the Services upon condition they meet the following access standards:

13. All associate member use will have a sound basis in education, educational administration, community education and/or continuing education.

14. All associate members will provide quality educational resources for schools and their communities.

15. Associate member use of Services shall be charged to the associate member at a rate to be determined from time to time by VEN.

16. All associate member use shall conform to all other policies as they apply to other members.

17. Associate member users will require connection bandwidth to their own organisations at a rate which is sufficient to meet the needs of the service that they are providing.

If you breach these Terms of Use

1. If you fail to abide by these terms you will be formally warned and may subsequently have services withdrawn.

2. If you post or send offensive or inappropriate content anywhere on the Service, VEN considers such behaviour to be serious and may use whatever information that is available to it about you to stop any further such infringements. This can include informing relevant third parties.

> Any disagreement or further clarification required on the Terms and Conditions is to be directed to the Virtual Education Networks management team.

ACCEPTANCE AGREEMENT

I hereby accept the terms and conditions and associated policies and standards.

Signature	
Title	
Date	
On behalf of School\Educational Institution	

CONNECTION POLICY

Introduction

The Service is governed by Virtual Education Networks Ltd (VEN). Access to Services requires acceptance of the Terms and Conditions of Use, by accepting the Terms and Conditions implies that the school or associated organisation will comply with the Connection Policy and Standards.

The Connection Policy stipulates what policies are to be followed when connecting or accessing Services. The purpose of the Connection policy is to regulate all connections.

CONNECTION POLICY

General Conditions of Connection:

1. Only institutions that are members of Virtual Education Networks Ltd (VEN) will be allowed to connect to, or make use of, the same infrastructure and services provided. VEN reserves the right to refuse connections.

2. Use of the Connection is intended for educational purposes only in line with the Charitable Objectives of VEN.

3. All inbound, outbound and inter-site communication will be regulated by policies and a supporting system established by VEN. Organisations seeking to change these policies will do so through the submission of a change control process stipulated by VEN.

4. VEN will provide a high quality service but cannot be held responsible for information that is lost or corrupted whilst in transit over the network. Nor can VEN be held responsible for any losses, disruption, either direct or consequential that might result.

5. Non compliance with the Connection Policy may lead to connectivity being refused or services being suspended and / or withdrawn.

6. Periodic assessments of the policies are undertaken to ensure compliance and that the policies meet the needs of the community.

Contractors, Vendors and Consultants engaged by VEN

Contractors, Vendors and Consultants engaged by VEN are required to follow the policies within this document. This includes:

7. Planned and actual use of the network and associated services is always consistent with the Policies and related documents;

8. Connections to the network use the mandated equipment for the duration of the contract;

9. Usage of the network is appropriately authorised by a signatory to the Education Hub Policies who has the authority to authorise the adoption of this policy throughout the organisation;

10. Appropriate funding and resources are available to support the connection to the network for the duration of the contracted period and that payment for such services is not unduly delayed if payment of services is applicable to the contracted vendors;

11. Prompt action is taken to deal with unacceptable actions by individuals or groups of people that infringe the Acceptable Use Policy or which undermine the integrity or performance of the network.

12. Concerns or issues that may infringe the usage policies are reported immediately;

13. Institutions providing connections have appropriate technology in place to meet the requirements of the Acceptable Use Policy. In particular, appropriate systems to ensure controlled, filtered, virus free and accountable connection;

14. Ensure that users within the supplier's organisation are trained appropriately to use the system, administer the system and understand their obligations in relation to the Policies and related documents therein.

15. Connections do not compromise the achievement of performance targets set out in the Service Level Agreement;

The following policies and associated standards are designed to give all members a common set of criteria that must be followed for the operational requirements for software, hardware and network connections. It is recognised that these are evolving policies and standards and that the specifications may change from time to time, as dictated by the requirements of members, and the technological infrastructure that supports the Services.

NETWORK ACCESS STANDARDS

General

Objective of the Network Access Standards:

- To provide a set of guidelines that specify the minimum service and security standards required to allow members to use the Services for their intended purposes.

- To inform participating members about these standards.

Standards to be achieved:

1. Members will have access to the World Wide Web on ports 80 and 443 via a proxy.

2. All web-based access will be filtered for content (appropriateness and viruses) at the point that it enters the Service.

3. Videoconferencing services (point-to-point and multi-point) will be available.

4. Mail. Members are expected to use cloud-based email servers. Where a member has invested in a local mail server its use will be permitted within strict operational provisos and on the understanding that once this server reaches end-of-life the member will transition mail services to the cloud. All reasonable access to external email servers will be permitted within the standard operational parameters and SLAs of the external mail server operator.

5. Access to secure internet services (SSL) such as the commercial banking services offered by ANZ, BNZ, National Bank, WestpacTrust, PSIS and others will be available.

6. All members will be required to connect in accordance with the External Network Connection Standards.

7. All outbound traffic requests that a school can reasonably be expected to use will be permitted. Members may be required to meet the cost of providing outbound traffic access. External service providers may need to supply static public IP addresses for use on the border firewall.

8. DNS. Members will be required to own their own internet domain, preferably in .school.nz. Members will be required to assign domain name server authority for their domain to the platform specified servers.

9. Servers requiring inbound access to the Education Hub will be discouraged. Exceptions may be made for VC, VOIP, CCTV, technical support or other specialised services. Members may be required to meet the costs of providing inbound access.

10. All members will be required to implement desktop security, with particular reference to virus protection.

11. All members are encouraged to adopt time synchronisation as a standard to allow for accurate date and time stamping of all files. This will avoid problems that can arise from spurious time and date reconfiguration. A time server is available at: 172.31.232.2:123

External Network Connection Standards

Objectives of the External Network Connections Standards are:

- To ensure that all network connections between internal members' networks to external networks will meet known standards of operability.

- To inform members of the minimum hardware requirements to ensure reliable external network connections.

- To define minimum carrier standards for connectivity.

Standards to be achieved:

1. All external network connections must be approved by VEN.

2. The standard transmission protocol will be Internet Protocol (IP) v4. Providers should be prepared to enable IPv6 at some future time.

3. All external network equipment will be supplied, installed and configured by an appointed and approved agent of the carrier(s).

4. All IP-connected devices will use an IP addressing scheme as defined by VEN. The IP addresses will be private "Class C" addresses in the range 10.x.y.z   The values x and y will be defined to each member by VEN. Additional Class C subnets will be available through to 10.x.y+15,254 with a subnet mask of 255.255.240.0

5. Network connections may be by way of a proxy server.

6. Helpdesk support services will be provided.

7. Technical criteria for required network uptime, latency, jitter, fault resolution, fault notification processes is defined in the Service Level agreement with the approved carrier.

Internal Network Connection Standards

Objectives of the Internal Network Connections Standards are:

- To ensure that all internal network connections meet or exceed the minimum requirements to allow data transfer at speeds that will allow users to interact meaningfully.

- To ensure that users have a robust and stable network operating environment.

- To inform members of the minimum hardware requirements to ensure meaningful user interaction between the internal and external components of their network.

Standards to be achieved:

1. Members should be using 100/1000Mb/s switched connectivity. A Ministry of Education approved SNUP should be completed or planned.

2. The router and similar external network devices should be connected to internal devices either directly (the preference for video conferencing devices) or by means of a 100/1000Mb/s switch.

3. Internal video conferencing devices should connect to the external network through a maximum of two switches.

4. The internal network must be Internet Protocol (IP) v4 based. All devices operating on the network which access the Education Hub must use IP. Members must be prepared to consider IPv6 at some future time.

5. A UPS with built-in surge protection should be used with externally connected devices.

Computer Hardware Standards

Standards to be achieved:

1. Members will set a budget that allows for the maintenance of their computer systems.

2. Members will maintain their connected devices so that they function as intended.

3. Members will make available on-site technical support to solve minor hardware issues.

ACCEPTABLE USE POLICY

Introduction

Services are governed by Virtual Education Networks Ltd (VEN). Access to the Services requires acceptance of the Terms and Conditions of Use, by accepting the Terms and Conditions implies that the school or associated organisation will comply with the Acceptable Use Policy and Standards.

ACCEPTABLE USE POLICY

General Terms and Conditions

1. Planned and actual use of the network and associated services is always consistent with the requirements of the Policies and related documents therein.

2. Usage of the network is appropriately authorised by a signatory to the Policies and related documents therein, who has the authority to authorise the adoption of these policies throughout the organisation.

3. In making use of the Services users conform with all relevant statutory and regulatory requirements.

4. Prompt action is taken to deal with unacceptable actions by individuals or groups of people that infringe Policies or which undermine the integrity or performance of the network.

5. Concerns or issues that may infringe the usage policies are reported immediately.

6. 'Due diligence' and care is observed by organisations that administer or provide technical support to the user.

7. That any institutions providing connections have appropriate technology in place to meet the requirements of the Policies. In particular, appropriate systems to ensure controlled, filtered, and virus free connection.

8. Ensure that users within the organisation are trained appropriately to use the system, administer the system, report faults and understand their obligations in relation to the Policies and related documents therein.

Internet Use Standards

1. Services must not be used for illegal or unlawful purposes. Illegal or unlawful activities include, but are not limited to: intentional copyright infringement, obscenity, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation and computer tampering (e.g. spreading computer viruses).

2. Intentionally using the Services to visit internet sites that contain obscene, pornographic, hateful or other objectionable material is unacceptable practice which may result in a termination of access.

3. All internet use will have a sound basis in education or educational administration.

4. Internet use of a nature that consumes bandwidth at an unacceptable rate is specifically prohibited when there is no clear educational use. Examples include: illegal downloading of music, video or software; playing games online.

5. Comply with all applicable laws which include but is not limited to the Privacy Act 1993, the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992 and the Films, Videos, and Publications Classification Act 1993 as well as any advertising codes of practice which may be relevant.

6. Knowingly or recklessly transmit or distribute any information or material which contains a virus, worm, Trojan Horse, or any other harmful component;

7. Post, publish, transmit, or distribute any unsolicited advertising through mass electronic-mail or other direct transmission;

8. Attempt to gain access to any computer system, information, or resources without the authorisation of the relevant owner.

SPAM Provisions

9. You may not use the Service to:

    a. send, allow to be sent, or assist in the sending of Spam;

    b. use or distribute any software designed to harvest email addresses in connection with the sending of unsolicited commercial Electronic Messages;

    c. otherwise breach the Unsolicited Electronic Messages Act 2007 or any regulations made under the Act.

10. We may suspend our provision of the Service to you in the following events:

    a. if the Service provided to you is being used to host any device or service that allows email to be sent between third parties not under your authority and control; however VEN will first make reasonable attempts to contact you and give you the opportunity to address the problem within a reasonable time period.

SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA)

This SLA is applicable for all contracted vendors who provide services to the Education Hub. This SLA is managed and governed by Virtual Education Networks Ltd.

This is an over-arching SLA that defines the standards of service to be achieved; individual SLAs will be agreed with contracted vendors with regards to the services they provide.

Refer to the Appendix for a definition of terms used in this SLA.

Fault Reporting Procedures

1. All faults are to be notified to the Network Help and Support service supplier. This includes receiving fault notifications through email and through a help desk phone number. *Further details of the services provided by the Network Help and Support vendor are described within the Education Hub Service Catalogue.*

2. Information recorded when receiving a fault call is to include:

    a. School \ Education institution name;

    b. Unique site number

    c. Call record number (if a returning caller)

    d. Name of reporting individual;

    e. Time of outage commencement;

    f. Time of report;

    g. Nature and details of Fault;

    h. Contact details – telephone number, email address and facsimile number.

3. All Faults are to be reported by a nominated point of contact from the school or the supporting contracted vendor.

4. Service resolution target times will be negotiated with the contracted vendors by VEN.

5. Any fault that continues past 20 hours will be escalated to the VEN management team.

6. The contracted vendors shall for the purposes of physical access, provide a nominated VEN service agent with full and continuous access to its network for diagnostic and fault rectification purposes during contracted hours.   Access conditions will be mutually agreed through a service level agreement.

Planned and Scheduled Outages

7. Planned or Scheduled outages will not be categorised or deemed as a network outage.

8. The service provider is to take all necessary steps to build resilience and redundancy into the provided services.

9. Planned outages are to be notified to the VEN not less than 5 working days before the outage is occur. Significant planned outages that may impact services for over 8 hours are to be notified to VEN 10 days in advance.

10. When notifying planned outages, the detail required include:

    a. A brief description of the Planned Outage;

    b. Date and time of the Planned Outage;

    c. Estimated duration of the Planned Outage.

11. Scheduled outages are to be agreed with VEN.

12. Changes to services provided are to be documented through a *Change Management Process* (to be developed) and presented to VEN.

Service targets

Service targets will be defined within the individual agreements with the contracted vendors.

APPENDIX - DEFINITION OF TERMS

- Planned Outage - means any service downtime to complete tasks that has been planned and approved. This may include scheduled outage to carry out any preventative maintenance or upgrades to the Service or Communications Network.

- Fault - means a Service outage/downtime or a fault relating to the service.

- Service Level - means the service level(s) set out in the SLA and agreed between all parties as an acceptable level of service.

- Spam - includes one or more unsolicited commercial Electronic Messages with a New Zealand link as defined in the Unsolicited Electronic Messages Act 2007.

- "Services"