

Learning Records Service

User Agreement

1. General

- 1.1 This Agreement is provided for Users that require use and access to ULN and PLR data and/or Organisation Portal.
- 1.2 In consideration of You complying with Your obligations under this User Agreement for use of the applications contained within the Organisation Portal the Education and Skills Funding grants You a limited non-exclusive non-transferable revocable licence to Access the Organisation Portal. If You Access the Organisation Portal, You agree to be bound by this User Agreement. If You do not agree to this User Agreement then You are not permitted to Access the Organisation Portal and should not attempt to do so.

2. Definition

- 2.1 The following definitions shall have the following meanings:

“Access”	means accessing the Organisation Portal to use the PLR and manage Learners’ details;
“Account”	Means Your account enabling You to use the Organisation Portal;
“Agreement”	means this agreement between the Education and Skills Funding and You which includes the numbered Clauses together with the Appendices and any other documents which may be agreed in writing by the Parties and incorporated by reference into the Agreement;
“Authorised Users”	means personnel authorised by a Party to Access the Organisation Portal and who have been issued with a valid username and password;
“Data”	means the data in the Organisation Portal as accessed by You;
“Default”	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission,

	negligence or statement of the relevant Party in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
“DPA”	means the Data Protection Act 1998 (as amended);
“Learners”	means individuals who are studying for units of learning or qualifications using the services of Your organisation as Learning Provider;
“Learning Provider(s)” or “Provider(s)”	<p>means establishments providing assessment, training, careers advice and guidance or teaching towards qualifications who have signed a Learning Provider Agreement; for the avoidance of doubt this includes Learning Providers (in the UK excluding Isle of Man, Jersey and Guernsey) of the following types:</p> <ul style="list-style-type: none"> • schools (state, independent, academies); colleges; training providers (including private, third sector/voluntary & employers); • Higher Education Institutions; • Prisons /Offender Learning Institutions; • Armed Forces (Army, Navy, Air Force); • Careers Organisations (to the extent that they are an accredited provider of learning advice services);National Careers Service; <p>Local Authorities career services and Connexions; Private or independent careers service organisations (e.g. school contracted Information Advice and Guidance services);</p>
“Logon Information”	<ul style="list-style-type: none"> • means the username and password allocated to Authorised Users;
“Learning Records Service” or “LRS”	means part of Education and Skills Funding which provides the ULN and PLR services;

“Organisation User” or “User”	means the individual from a Learning Provider or Learner Registration Body who will be accessing the organisation portal;
“Personal Learning Record” or “PLR”	means the information stored in the Organisation Portal about Learners including their record of participation and achievements in lifelong learning and learning goals;
“Super-User”	means up to three of Your nominated Authorised User(s) who will receive notification of changes to the Agreement by the Chief Executive;
“You” “Your”	Means the individual agreeing to the terms and conditions set out in this agreement;
“Website”	means the Learning Records Service website at Gov.UK.; https://www.gov.uk/topic/further-education-skills/learning-records-service

3. Changes to the Agreement

The Education and Skills Funding reserves the right to change this Agreement from time to time and shall notify You via Gov.UK. Any changes to this Agreement shall also be displayed online at website address: <https://www.gov.uk/topic/further-education-skills/learning-records-service>

You must read these guidelines for using the LRS Service and have adequate training in the use of the Organisation Portal, web service operations and handling personal data in order to satisfy the Organisation Agreement.

4. Your General Responsibilities

- 4.1 You must not leave your workstation unlocked and unattended. When leaving it for a short period of time, lock it using [Ctrl-Alt-Delete] followed by [Lock Computer].
- 4.2 Ensure that, when accessing personal data on the LRS Organisation Portal, your display screen is not being overlooked by unauthorised persons.
- 4.3 Any attempt to make any modification to the functionality of the Organisation Portal will result in a security breach.
- 4.4 You must not use mobile devices to store, transmit or Access personal data from the Organisation Portal system except in accordance with guidance on the use of mobile devices. Mobile devices shall not be used to store transmit or access any personal data or document marked PROTECT unless the device has been certified to FIPS 140-2, is CAPS approved or has been secured using a product which has successfully undergone one of these evaluations.

5. Account and Password Maintenance

- 5.1 You may not allow anyone else to use your Logon Information to access the Organisation Portal. Usernames are individually allocated and all system activity is logged against the username used to initiate it. You are held accountable for any action taken in your name.
- 5.2 You may not allow anyone else to use your Logon Information to access the Organisation.
- 5.3 Passwords must be changed frequently to ensure that the confidentiality of the password continues to be maintained.
- 5.4 You must never divulge your password to any other person. Do not write it down in any form or any location that might identify its purpose or significance.
- 5.5 You must change your password immediately if you suspect it has been compromised.
- 5.6 You are fully responsible for all activities associated with your username and password. You must access the Organisation Portal only with a valid and

authorised Logon Information, and only for a valid business reason. Any other attempt to access the Organisation Portal may be considered a security incident, and may lead to action being taken against you under the Computer Misuse Act 1990.

- 5.7 You will make sure you sign out from your account at the end of each session.
- 5.8 You must use the account solely for the purpose for which it was issued by your organisation.
- 5.9 Passwords must not be stored in a function key, in logon screens or a telephone memory. Passwords shall not be stored in a PDA, unless in an encrypted form.
- 5.10 You agree to promptly provide your organisation's user administration staff with information (including personal information) as requested for the purposes of creating, facilitating the creation of and maintaining Your Account and to ensure that such information is true and accurate and up to date in all respects at the time it is provided and for the duration of Your Account.
- 5.11 You are prohibited from violating or attempting to violate the security of the Organisation Portal, including logging into an account which You are not authorised to access, attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication.
- 5.12 Passwords must be generated by you in a manner that makes them difficult for an unauthorised person to guess.
- 5.13 You will adhere to the procedures laid down by your organisation in order to meet your organisation's obligations within the Organisation Agreement.

6. Duty of care for the protection of information

- 6.1 The personal data stored on the Learning Records Service database is considered under the Government Classification Scheme as 'PROTECT' the objectives are to:
 - 6.1.1 Handle, use and transmit with care
 - 6.1.2 Take basic precautions against accidental compromise, opportunist or deliberate attack.
 - 6.1.3 Take appropriate measures to dispose of unwanted personal data.
- 6.2 The Organisation Portal contains information, text, data, graphics and information about Learners (the "Information"). You are permitted to download, print, store temporarily, retrieve and display Information from the Organisation Portal on a

computer screen, print individual pages on paper and store such pages in electronic form on disk for internal use within your organisation.

- 6.3 You are not permitted (except where the Education and Skills Funding Agency has given you express permission to do so or you are otherwise permitted to do so by law) to use, copy, disseminate or transmit in any other way any of the Data.
 - 6.4 You further agree not to use any Data except to the extent necessary to enable you to use the services provided through it for the benefit of Learner(s).
 - 6.5 You shall not use the Organisation Portal for any immoral or illegal purpose. In particular you agree that you will not:
 - 6.5.1 Upload any files that contain any viruses, worms, Trojan Horses and other such destruction features ("Destructive Features"); or
 - 6.5.2 Damage, disable or impair the operation of the Organisation Portal, or attempt to gain unauthorised access to the Organisation Portal or to network connected to it, by hacking, spoofing or other such similar means.
 - 6.6 You shall ensure that any Data obtained from the Learning Records Service which you may wish to print or download is marked PROTECT and secured accordingly in a suitably locked cabinet when not in use.
 - 6.7 You shall limit distribution of documentation by using circulation lists.
 - 6.8 You must encrypt zip files when sending these to us via e-mail.
 - 6.9 Passwords must be communicated to us using a separate method of communication to the encrypted file, by telephone.
 - 6.10 Do not give out personal data when using mobile phones in public places or on any phone where there is a high chance that you will be overheard by unauthorised people.
 - 6.11 You will endeavour to ensure that all Data provided to the Organisation Portal is accurate.
 - 6.12 You will inform your LRS user community of any security breaches and take immediate action to address the problem.
- 7.**
- 7.1 Immediately withdraw access rights from staff who leave or no longer need access to the Organisation Portal system, and do not transfer them to another individual.
 - 7.2 Ensure you have authorisation in writing for new user requests and that the required role is identified and that there is no conflict between roles.
 - 7.3 Remind individuals of their security responsibilities periodically and monitor adherence to the procedures given in this document by carrying out spot checks periodically.
 - 7.4 Take heed of any security advice given by the Education and Skills Funding Agency.
 - 7.5 If authorising working from home ensure that the individual has guidance on how to protect data at home, which includes ensuring that equipment is transferred and

stored securely and that Data is not made available to anyone living or visiting the home.

- 7.6 Ensure that any laptops used for access to the Organisation Portal are BIOS password enabled and contain access control software in place with suitable storage (such as data encryption) if personal data is to be stored on it.

8. Education and Skills Funding Agency Responsibilities and Liabilities

- 8.1 The Organisation Portal is provided “as is” and on an “as available” basis only. The Education and Skills Funding Agency (“Agency”) does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Organisation Portal or any of the data held within. Further, the Agency does not warrant that the Organisation Portal will be uninterrupted or error free.
- 8.2 The Agency has taken reasonable care to ensure that the information available through the Organisation Portal is accurate and up-to-date. However, the Agency accepts no liability for the results of any action taken on the basis of the information it contains and all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from this User Agreement to the extent that they may be excluded as a matter of law.
- 8.3 Whilst the Agency uses reasonable endeavours to protect the Organisation Portal from Destructive Features, We do not warrant that the Organisation Portal is free from such Destructive Features and accept no liability for any damage that may result from the transmission of any Destructive Features via the Organisation Portal or via any files which are available for you to download from the Organisation Portal. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 8.4 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Organisation Portal or any service made available through it and that it is compatible with the Organisation Portal.
- 8.5 Save in respect of death or personal injury resulting from our negligence or fraud, the Agency is not liable for any loss You suffer including, without limitation, indirect, special or consequential loss, or any damages arising from loss of use, goodwill, data or profits, whether in contract, tort or otherwise, arising out of or in connection with use of the Organisation Portal.
- 8.6 Except as is otherwise indicated on the Organisation Portal, the Agency and/or its licensors own the copyright and all related intellectual property rights, including but not limited to all database rights, unregistered and registered trademarks and logos. Nothing on the Organisation Portal is intended to grant, by implication or otherwise, any licence or right under any patent, trademark or other intellectual property owned by the Education and Skills Funding Agency or any licensor or third party.
- 8.7 We may suspend, restrict, impose conditions of use to or cancel your User account for any reason whatsoever without notice, including as a result of you breaching these Conditions of Use, using your User account to attempt to access

services which you know or should reasonably be aware that you are not entitled to access.

- 8.8 We have the right but not the obligation to monitor your activities and edit or remove any content added to Organisation Portal.
- 8.9 We have the right to report your activities to your organisation's user administration staff.
- 8.10 We will report any planned deviations from the operating hours and levels of service to your Organisation's primary contact (Super User).

9. Miscellaneous

- 9.1 You acknowledge that Your Organisation is entitled to take disciplinary action against you if you breach any of these Conditions of Use including suspending your ability to use your User account.
- 9.2 These Conditions of Use are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.
- 9.3 In the event that we change these Conditions of Use we shall take all reasonable and appropriate steps to notify you of such changes, for example, by prominently displaying the amended version on the Organisation Portal. If you do not agree to the Conditions of Use as amended, you should not use the Organisation Portal.
- 9.4 These Conditions of Use are governed by and are to be construed in accordance with the law.

10. Useful Contact Details

Please contact the Learning Records Service Helpdesk if you have any queries regarding this list via the contact details below:

E-mail: lrs.support@education.gov.uk
Tel Number: 0345 602 2589
Website: <https://www.gov.uk/topic/further-education-skills/learning-records-service>