**Only to be completed by Learning/Training Providers**

**Pre-Requisite**

1. **UK Provider Reference Number (UKPRN)**

A UKPRN identifier must be supplied before you can register with the Learning Records Service (LRS). The application cannot be processed until a UKPRN reference is provided. If not registered, please visit their website ([www.ukrlp.co.uk](http://www.ukrlp.co.uk)) to register before completing this application.

1. **Supporting Providers/Subcontractors**

If you are acting solely as a subcontractor or supporting provider for another organisation, you should not apply to register directly with the LRS because the education and training that you deliver is on behalf of other providers.

Instead, you should contact your main/prime provider(s) directly, as they will be responsible for managing your organisation’s access to LRS for their learners, using their own organisation’s details.

**Requisites & Completing the Registration Form**

1. **Learning Provider Agreement**

Your application cannot be processed without a signed copy of the Learning Provider Agreement (LPA). This can be found in Section 3, page 6 of this document.

The agreement must be signed by someone with the appropriate level of authority in your organisation, e.g. by a person named as a director or secretary on the Companies House register or a headteacher. The form must be hand signed or digitally signed. We do not accept typed signatures.

1. **Super User Email Address**

This email address must:
- be an individual mailbox that is only accessible by the super user (it must not be a generic mailbox, e.g. info@, exams@, etc)
- end with your organisation’s domain (e.g. @ourschool.co.uk); we cannot accept email addresses with domains such as gmail, yahoo or hotmail.

1. **Completed Forms**

Your application cannot be processed until all the required sections in this form have been completed, signed and returned. Please send the completed form with any evidence that you send with this application via email to the LRS Helpdesk:

E-mail: lrs.support@education.gov.uk

Tel Number: 0345 602 2589

Website: [www.gov.uk/topic/further-education-skills/learning-records-service](http://www.gov.uk/topic/further-education-skills/learning-records-service)

**Organisation Registration**

Complete this form to register to gain access to the LRS portal and services.

Please complete all sections marked with an **\*** and the Learning Provider Agreement below and return the completed form by email to lrs.support@education.gov.uk.

**Section 1 – Organisation Details**

|  |  |
| --- | --- |
| **UK Provider Reference Number (UKPRN) \*** |  |
| **Organisation Details \* (See Note 1)** |
| Organisation Legal Name  |  |
| Organisation Trading Name |  |
| **Organisation Reference \* (See Note 2)** |
| ICO Reference No |  | Company House No |  |
| Charity No |  | Northern Ireland School Reference No: (DENI) |  |
| **Address Details \* (See Note 3)** |
| **Legal Address****i.e. address of school / company primary address** | **Alternative operating Address if different** |
| Address Line.1: |  |  |
| Address Line.2: |  |  |
| City/Town: |  |  |
| County: |  |  |
| Post Code: |  |  |
| Country: |  |  |
| **Contact Details of organisation \* (See Note 4)** |
| Telephone Number: |  |
| Email Address: |  |
| Website Address: |  |

**Type of organisation (check one box that best describes your organisation) \***

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| School/Academy | [ ]  |
| FE/HE Provider | [ ]  |
| Career Advisor | [ ]  |
| Charity | [ ]  |
| Local Authority (Council) | [ ]  |
| Independent Training Provider | [ ]  |

 |

|  |  |
| --- | --- |
| Other | [ ]  |
| If Other, please specify:  |

 |

**Reasons for access \***

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Why do you need access to the LRS?(check all boxes that apply) |

|  |  |
| --- | --- |
| **To complete the school census** | [ ]  |
| **We need to submit ULNs to an awarding organisation for regulated qualifications that we deliver (please list all of the awarding organisations that you are accredited with in the Supporting Information box below) (See Note 5)** | [ ]  |
| **To submit the individualised learner record (ILR) for funding purposes - funding contract is directly with the ESFA** | [ ]  |
| **To submit the individualised learner record (ILR) for funding purposes - funding contract is with another organisation (please supply details of your contract and who it is with in the Supporting Information box below)**  | [ ]  |
| **To obtain unique learner numbers (ULNs) for another government funding scheme (please specify your funding source in the Supporting Information box below)** | [ ]  |
| **We are a university and need to verify the qualifications of learners we’re enrolling** | [ ]  |
| **We are a local authority and need to submit information to the National Client Caseload Information System (NCCIS)** | [ ]  |
| **To support offender learning** | [ ]  |
| **We need access for a different reason (please specify in the Supporting Information box below)** | [ ]  |

 |

|  |  |
| --- | --- |
| Supporting Information |  |

**Is this a replacement of an existing registered organisation / New UKPRN / change or organisation name / Merge of existing organisations?**

|  |  |  |
| --- | --- | --- |
| Request Type **\*** | No - new registration[ ]  | Yes – complete the section below[ ]  |

|  |  |
| --- | --- |
| Previous UK Provider(s) Reference Number (UKPRN):   |  |
| Previous Organisation Name(s) |  |

Please note that any previous organisation(s) will be deregistered from LRS when the new organisation has been created.

**Web Services**

If you currently have Web Services, you will need to complete a new registration for the new organisation.

**Section 1 Notes:**

1. **Organisation Details** - Please provide your organisation’s legal name and any trading names or other names by which you are known. One of these names should match the data held on the UK Register of Learning Providers (UKRLP). Please provide full names to ensure that we can identify your organisation.
2. **Organisation Reference -** Please provide your Company House No, ICO Reference No (mandatory if you have one), Charity No, DENI No if they are applicable to your organisation as this will make our checks quicker.
3. **Address Details -** Please provide your address details. This should match the address registered for your company, educational establishment or charity.
4. **Contact Details** - Please provide your contact details should we have any questions or need to know anything about your organisation.
5. **Accredited Awarding Organisations -** If you are not also funded by the ESFA, please submit evidence with this form of your accreditation or registration with at least one awarding organisation that is regulated by either Ofqual, Qualifications in Wales (QiW) or the Council for the Curriculum, Examinations & Assessment in Northern Ireland (CCEA). Please note that you must be delivering regulated qualifications for them, and they must be using the LRS to upload achievement data to the Personal Learning Record (PLR) so the ULNs you supply them with are used to upload your learners’ results.

**Section 2 – Super User Details**

Please supply details of a nominated individual who will take responsibility of initial LRS user administration (i.e. the creation and management of user’s access rights within your organisation including those you sub-contract with).

**This user will be able to create additional accounts within your organisation with the same roles.**

|  |  |
| --- | --- |
| Title (Mr, Mrs etc) **\*** |  |
| Given Name **\*** |  |
| Family Name **\*** |  |
| Contact Telephone Number **\*** |  |
| Contact Mobile Number |  |
| User E-mail Address **\* (See Note 6)** |  |
| Staff ID **(See Note 7)** |  |

**Section 2 Notes:**

1. **User Email Address -** This email address must:

- be an individual mailbox that is only accessible by the super user (it must not be a generic mailbox, e.g. info@, exams@, etc)

- end with your organisation’s domain (e.g. @ourschool.co.uk); we cannot accept email addresses with domains such as gmail, yahoo or hotmail.
2. **Staff ID reference (optional) -** The LRS stores your own organisational staff reference or ID to aid your own identification and management of users.

**Organisation Agreement**

**Section 3 - Learning Provider Agreement**

**Agreement Details**

|  |  |
| --- | --- |
| This agreement is made on (date dd/mm/yyyy):  |  |
| Between the Department for Education (DfE), through the Education & Skills Funding Agency (ESFA), an executive agency of the DfE Cheylesmore House, Quinton Road, Coventry, CV1 2WT (“**ESFA**”, “**He**”, “**His**”) and the organisation name stated in Section 1 (“**You**”, “**Your**”) on the following terms and conditions. |

**General and licence**

* 1. This Agreement is provided for organisations that require use and access to the Organisation Portal.
	2. In consideration of You complying with Your obligations under this Agreement for use of the applications contained within the Organisation Portal the ESFA grants You a limited non-exclusive non-transferable revocable right, without the right to grant sublicences, to permit Authorised Users to Access the Organisation Portal solely for the Permitted Purposes. If You Access the Organisation Portal, You agree to be bound by this Agreement. If You do not agree to this Agreement, then You are not permitted to Access the Organisation Portal and must not attempt to do so. **You acknowledge that Your misuse of the Organisation Portal or its data may constitute a criminal offence.**
	3. This Agreement supersedes the MIAP Learning Provider Agreement and any previous versions of this Agreement entered into between the parties.

**Definitions**

The following definitions shall have the following meanings:

|  |  |
| --- | --- |
| **“Access”** | means accessing the Organisation Portal to use the PLR and manage Learners’ details; |
| **“Agreement”** | means this agreement between the ESFA 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 Your employees authorised by You to Access the Organisation Portal and who have been issued with a valid username and password; |
| **“Awarding Organisation”** | means an organisation that has been recognised by a regulator to operate as an awarding organisation and to provide regulated qualifications;  |
| **“Awarding Organisation Agreement”** | means the agreement between an Awarding Organisation and the ESFA for the purposes of uploading achievement data to the Personal Learning Record (PLR);  |
| **"Commissioner"** | means the Information Commissioner as defined in the Freedom of Information Act 2000; |
| **“Charities Commission Reference”** | Means the Reference for your organisation from Charities Commission; |
| **"Data Protection Legislation"** | means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law relating to the processing of personal data and privacy; |
| **“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; |
| **“DENI No (Northern Ireland Education Reference Number)”** | Means the Reference from the Department of Education for Northern Ireland for your School, College or Academy; |
| **“DPA”** | means the Data Protection Act 2018 (as amended from time to time); |
| **"Education & Skills Funding Agency" or "ESFA"** | means the executive agency of the Department for Education (DfE) that is responsible for funding the provision of apprenticeships, traineeships and further education in England; |
| **“Ethical Walls”** | means the set of management processes, barriers and disciplines that create a zone of non-communication and physical and organisational separation between a Party to this Agreement operating as a Learning Provider and a Party to this Agreement who operates as both a Learning Provider and an Awarding Organisation to ensure conflicts of interest do not arise in the use of the PLR that could otherwise cause Default of this Agreement or the Awarding Organisation Agreement, as further described in Appendix B; |
| **"GDPR"** | means the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **“Government Classification Scheme”** | means the labelling and classification scheme to be applied to information by government departments and agencies as required by HM government in its Security Policy Framework. Information on the Organisation Portal is classified as “Official” as defined under the Government Classification Scheme; |
| **“ICO No”** | Means the Reference for your organisation from Information Commissioners office; |
| **“Intellectual Property”** | means patents, trademarks, service marks, design rights (whether registrable or otherwise), copyright, database right, know-how, and other similar rights or obligations whether registrable or not in any country;  |
| **"Law"** | means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which either Party is bound to comply; |
| **“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)”** | means establishments providing assessment, training, careers advice and guidance or teaching towards qualifications who have signed a Learning Provider Agreement; this includes Learning Providers (in the UK excluding Isle of Man, Jersey and Guernsey) of the following types: * 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;
* Local Authorities career services and Connexions;
* Private or independent careers service organisations (e.g. school contracted Information Advice and Guidance services);
 |
| **"LED"** | means the Law Enforcement Directive (Directive (EU) 2016/680); |
| **“Logon Information”** | means the username and password allocated to Authorised Users; |
| **“Learning Records Service” or “LRS”** | means that part of ESFA which provides the ULN and PLR services; |
| **"Losses"** | means any and all losses, liabilities, costs, claims, proceedings, actions, judgments, damages and expenses including any awards and/or penalties or fines imposed by any regulator including the Commissioner to the extent recoverable at law (and any associated costs thereto) and any legal and other professional fees, consultancy fees and expenses on a full indemnity basis; |
| **“Organisation Portal”** | means the online system or selection of systems, products, services and applications that the Learning Records Service provides to You for the Permitted Purposes; |
| **“Organisation Reference Number”** | means the UKPRN unique reference number relevant to You which the ESFA shall provide to You for use of the Organisation Portal; You can obtain or confirm your organisation’s number online by registering at [www.ukrlp.co.uk](http://www.ukrlp.co.uk); |
| **“Organisation Registration Form”** | means the form available at <https://www.gov.uk/topic/further-education-skills/learning-records-service> that You are required to complete in order to access the Organisation Portal; |
| **“Party” and “Parties”** | means the ESFA or You or both of us as the context of the Agreement may dictate; |
| **“Permitted Purposes”** | means the purposes for which You may use the information You Access through the Organisation Portal as described in Appendix A; |
| **“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;  |
| **“Privacy Notice” or “PN”** | means the notice to be given to Learners about the use of their personal data on the Organisation Portal; |
| **“Service Charter”** | means the Learning Provider Service Charter Document which sets out the service levels upon which the ESFA shall provide the use of the PLR; |
| **“Super-User”** | means up to three of Your nominated Authorised User(s) who will receive notification of changes to the Agreement by the ESFA; |
| **"Unique Learner Number" or "ULN"** | means the Unique Learner Number, a unique number assigned to each Learner through the Learning Records Service; |
| **"Website"** | means the Learning Records Service website at Gov.UK: <https://www.gov.uk/topic/further-education-skills/learning-records-service> |

**Changes to the Agreement**

The ESFA reserves the right to change this Agreement from time to time and shall notify Your Super-User as nominated by You. Any changes to this Agreement shall also be displayed online at <https://www.gov.uk/topic/further-education-skills/learning-records-service>

**The ESFA Responsibilities**

* 1. The ESFA shall provide You with the means for an Authorised User to Access the Organisation Portal.
	2. The ESFA shall not be liable for any errors, omissions, inaccurate or corrupt information including, but not limited to, any defects caused by the transmission of this information over electronic networks.
	3. The ESFA implements a rigorous data quality and data challenge framework to ensure that data has not been accidentally changed and will work with stakeholders to maximise the quality of data held in the Organisation Portal. The ESFA will publish and consult with stakeholders on key performance measures for assessing its performance on data quality.
	4. The ESFA shall use reasonable endeavours to maintain the Organisation Portal to the service levels as set out in the Service Charter. The ESFA does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Organisation Portal and the data held within.  Further, the ESFA does not warrant that the Organisation Portal will be uninterrupted or error free or that any defects will be corrected.
	5. Save in respect of death or personal injury resulting from His negligence or fraud, the ESFA 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.

**Your general responsibilities**

* 1. You agree to input current, complete and accurate information into the Organisation Portal.
	2. You are responsible for protecting the confidentiality of all the information You input into the Organisation Portal and for complying with all guidelines issued from time to time by the Learning Records Service in order to prevent unauthorised access to the Organisation Portal. You agree to immediately notify the Learning Records Service Business Team, The ESFA, Cheylesmore House, Quinton Road, Coventry, CV1 2WT, should You become aware of any unauthorised use of Your UKPRN or any other unauthorised use of the Organisation Portal.
	3. You shall not provide any inaccurate, misleading or false information to the ESFA either in any communication or when you register for access to the Organisation Portal.
	4. You shall notify the ESFA of the name and contact details of each Super-User as soon as practicable after signing this Agreement. You shall promptly inform the ESFA of any changes to Your Super-Users (e.g. change to contact details or contact representative).
	5. You shall control the access to the physical area(s) within Your organisation where the Organisation Portal is accessed, and You must implement measures to prevent theft of property from such areas.
	6. You shall ensure that Authorised Users only Access the PLR, on a Learner’s behalf, once the Learner’s identity has been verified and the Learner has received the Privacy Notice.
	7. The ESFA, Awarding Organisations, Learning Providers and other third parties shall not use achievement data or other information obtained from the Organisation Portal for commercial gain.
	8. Mobile devices shall not be used to store, transmit or access any personal data on the Organisation Portal unless the device has been certified to FIPS 140-2 or is CAPS approved, or has been secured using a product which has successfully undergone one of these evaluations.
	9. Where You require Authorised Users to use mobile devices to store, access or transmit LRS data, the Learning Records Service Helpdesk must be informed of the proposed devices and the controls to be put in place around their usage.

**Your responsibility to manage Authorised Users**

* 1. You must ensure that only Authorised Users may Access the Organisation Portal.
	2. You shall ensure that all Authorised Users Accessing the Organisation Portal:
		1. have been appropriately vetted under your organisation’s appropriate internal procedures;
		2. are given appropriate training both in the use of Organisation Portal to fulfil their working responsibilities and in security awareness to meet their obligations to maintain the confidentiality, integrity and availability of the Organisation Portal as set out under the Computer Misuse Act 1990, Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, Regulation of Investigatory Powers Act 2000 and all the Data Protection Legislation, and Authorised Users must accept the User Agreement of the Organisation Portal as set out on the Website;
		3. ensure the accuracy of content and compliance with privacy standards whilst using the Organisation Portal; and
		4. comply with the User Agreement.
	3. You shall distribute passwords or other unique secure user information to Authorised Users in a secure and confidential manner and shall use reasonable endeavours to ensure that Authorised Users do not divulge Logon Information to third parties.
	4. You shall only provide access to specific functions within the Organisation Portal to Authorised Users where there is a documented business need to enable them to perform their roles within Your organisation. You must undertake regular cross-checks to ensure that all Authorised Users, particularly those with access to specific functions, have been properly authorised to Access the Organisation Portal.
	5. You must ensure that You authenticate the identity of all Authorised Users at the time that they log onto and access the Organisation Portal and that You regulate the use made by Authorised Users of the Organisation Portal in accordance with applicable Law. You must revoke or amend (as relevant) the Access of Authorised Users to the Organisation Portal in the event that such Authorised Users leave Your organisation or are transferred to a new role within Your organisation.
	6. You are responsible for ensuring that Your Authorised Users' use of the Organisation Portal complies with this Agreement.
	7. Where computer workstations are used to Access the Organisation Portal, You must put procedures in place to prohibit Authorised Users of such workstations from installing illegal or unauthorised software. You shall ensure that such workstations include functions to identify and remove malicious software and viruses.
	8. Where Authorised Users Access the Organisation Portal using laptop computers, You must ensure that such laptop computers are BIOS password enabled and loaded with an access control and disk encryption package to provide protection from unauthorised access.
	9. Before You permit Authorised Users to use wireless networks to Access the Organisation Portal, You must carry out a risk assessment of the need to authenticate Authorised Users and the need to encrypt all traffic from and to the Organisation Portal where wireless technology is used. In the event that the risk assessment identifies a material risk of unauthorised access to the Organisation Portal through the use of wireless technology, You must not allow Authorised Users to use wireless networks to Access the Organisation Portal.
	10. You shall develop an appropriate procedure for Authorised Users to report security breaches. In the event of a security breach, You shall ensure that a review is undertaken, and You must ensure that any countermeasures recommended from such a review are implemented satisfactorily.
	11. You shall monitor the compliance of Authorised Users with the terms of this Clause 6. In the event that You become aware of any unauthorised use or other Default of this Agreement You must immediately notify the Learning Records Service Helpdesk using the contact details shown at the beginning of this document and take all reasonable and appropriate steps, including any necessary disciplinary action, both to ensure that such activity ceases and to prevent the reoccurrence of such activity in the future.
	12. You shall keep complete and up-to-date records of all Authorised Users and their details of Access to the Organisation Portal and provide such records to the ESFA within five business days of the ESFA's written request at any time or times.

**Content on the Organisation Portal**

* 1. The Parties agree that each of them acts as an independent Data Controller in connection with their processing of personal data under this Agreement and nothing in this Agreement is intended to construe either Party as the processor of the other or as joint controllers with one another.
	2. In Accessing the Organisation Portal, You acknowledge that You are an independent Data Controller with responsibility for ensuring that Your use of personal data obtained from the Organisation Portal and the PLR service complies with the Data Protection Legislation. It is Your responsibility to notify and train Authorised Users that they are responsible for compliance with the Data Protection Legislation. With regard to the DPA in particular You shall ensure all Authorised Users are personally responsible for complying with the following DPA principles:
		1. Data must be fairly and lawfully processed;
		2. Data must be processed for limited purposes;
		3. Data must be adequate, relevant and not excessive;
		4. Data must be accurate and up to date;
		5. Data must not be kept for longer than is necessary;
		6. Data must be processed in line with the rights of individuals;
		7. Data must be kept secure;
		8. Data must not be transferred outside the United Kingdom without adequate protection; and
		9. Data must not be shared with third party organisations or individuals without prior explicit written consent from the ESFA.
	3. You agree that any Intellectual Property in the Organisation Portal is owned by the ESFA or third party licensors and that You do not have any right, title or interest in any such Intellectual Property apart from what is granted to You under Clause 1.2 of this Agreement.
	4. Where the Organisation Portal enables You to obtain and process Learner information in the form of possible matches You shall use such information solely in order to assist You to correctly identify a Learner’s ULN.
	5. Any Learner information displayed in the form of a possible match must not be used for any purpose other than as set out in this Agreement and You must not share such information with third parties without the prior explicit written consent of the ESFA.
	6. Where Your use of the Organisation Portal enables You to obtain Learner information in the form of possible matches, once You have correctly identified the relevant Learner’s ULN You shall delete all extraneous Learner information and you shall ensure that there is no audit trail or evidence in your possession of the presentation and processing of possible matches.
	7. You are permitted to manage Authorised Users to search, view, retrieve and display PLR and output data. Authorised Users may securely save PLR for administrative, scholarly or education use or scientific research only. You shall not distribute any Personal Learning Records outside of Your secure electronic network.
	8. You may create or modify a PLR as permitted on the Organisation Portal*.* Where You download PLR from the Organisation Portal You shall not alter, abridge, adapt or modify such PLR except to the limited extent necessary for formatting purposes. You must take reasonable measures to verify the accuracy and completeness of PLR that You create or modify.
	9. You shall Access the Organisation Portal and PLR for only the Permitted Purposes set out in Appendix A.
	10. You shall ensure that Authorised Users shall not use any information obtained from the Organisation Portal for any marketing purposes, whether commercial or non-commercial, unless the Learner specifically consents, and You must be able to demonstrate that the Learner has given such consent.
	11. You are only entitled to use the information provided through the Organisation Portal in accordance with the terms of this Agreement and must not use the information for any malicious, illegal, anti-social or other unauthorised activity.
	12. You acknowledge that any personal data stored on the Organisation Portal is considered under the Government Classification Scheme as ‘OFFICIAL’ and agree, without prejudice to Your other obligations under this Agreement, to act in accordance with the following corresponding objectives:
		1. handle, use and transmit with care;
		2. take basic precautions against accidental compromise, opportunist or deliberate attack; and
		3. dispose of sensibly by destroying in a manner to make reconstruction unlikely.
	13. You must apply the relevant business impact level (BIL) label for information and ICT systems in accordance with HMG Information Assurance guidance and standards. You are responsible for assessing the BIL for confidentiality, integrity and availability of information assets as independent properties according to the relevant operational environment.
	14. You hereby grant a worldwide, perpetual, royalty-free and irrevocable licence for the ESFA to use the information inputted by You into the Organisation Portal.

**Warranties and Indemnities**

* 1. No warranty or representation is given by the ESFA as to the quality or accuracy of the Organisation Portal data or that the Organisation Portal will be available or at all.
	2. You warrant and represent to the ESFA that at all material times You will comply with the provisions of the Data Protection Legislation so far as such provisions apply to You in respect of this Agreement and more particularly that You will not make or permit or pursue any analyses which allow the identification of individuals except to the extent permitted by this Agreement.
	3. You represent, warrant and undertake that:
		1. You have the capacity and full legal authority to enter into this Agreement;
		2. this Agreement has been executed by Your duly authorised representative;
		3. the making of this Agreement does not conflict with any of Your existing obligations; and
		4. once signed this Agreement shall constitute Your legal, valid and binding obligations.
	4. You shall indemnify on demand and hold harmless the ESFA against any Losses suffered or incurred by the ESFA arising out of or in connection with any one or more of the following:
		1. any breach by You of the Data Protection Legislation;
		2. You causing the ESFA to be in breach of any of the Data Protection Legislation; and
		3. Your breach of this Agreement.

**Review and Audit**

* 1. You shall provide the ESFA with all information requested by the ESFA to enable the ESFA to verify Your compliance with this Agreement.
	2. Without prejudice to Clause 9.1 above, the ESFA shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of personal data by or on behalf of the ESFA and the ESFA shall cooperate and assist the ESFA (and its representative) with each inspection, test and audit.
	3. Without prejudice to the ESFA's other rights and remedies, in the event that the ESFA identifies any non-compliance with this Agreement as a result of the exercise of its rights under Clauses 9.1 and 9.2 above, You shall:
		1. remedy the non-compliance and shall take such steps as the ESFA reasonably requests for this purpose; and
		2. reimburse the ESFA for the costs and expenses incurred by the ESFA in connection with the exercise of its rights.

**Termination**

* 1. Either Party may terminate this Agreement at any time by providing written notice of termination to the other Party. Notice shall be deemed duly given:
		1. by You if signed by or on behalf of a duly authorised person and sent to the address shown at the top of this document; and
		2. to You using the details supplied in the Organisation Registration Form.
	2. In the event of termination of this Agreement, You shall:
		1. cease having Access to the Organisation Portal;
		2. stop using the Organisation Portal; and
		3. securely destroy any and all information sourced from the Organisation Portal.
	3. Access by Authorised Users to the Organisation Portal shall terminate immediately upon termination of this Agreement.

**Miscellaneous**

* 1. The ESFA is not required to provide any additional support or further information in respect of the Organisation Portal.
	2. The ESFA may take whatever action it reasonably deems necessary if it suspects or detects that You, any Authorised User or Your Learners are involved in any fraudulent activity of any sort relating to the Organisation Portal or are not complying with the terms of this Agreement. Such action may include suspending Your Access to the Organisation Portal and/or terminating this Agreement.
	3. You acknowledge that Awarding Organisations are the authoritative source of any achievement data held in the PLR. Neither Party to this Agreement shall be deemed to be in Default or liable to the other Party in any manner whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any event which is beyond the reasonable control of that Party.
	4. No waiver by a Party of any Default of this Agreement shall operate as a waiver of any subsequent or continuing Default.
	5. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.
	6. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
	7. Save for any representation made fraudulently, this Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and no Party has relied on any undertaking, statement, warranty, undertaking or representation made by any other Party or any other person except for as expressly set out in this Agreement.
	8. This Agreement is governed by the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

***Terms & Conditions***

***The signature of Your duly authorised representative below indicates that You agree and accept the terms and conditions of this Learning Provider Agreement.***

This Agreement must be signed by a duly authorised person within Your organisation who has the appropriate authority to enter into a binding contract on behalf of your organisation.

The following is a selection of job titles which are deemed to represent a person with appropriate authority.

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|  |  |
| --- | --- |
| * Independent Training Provider
* School
* College / University
* Charity
 | Anyone who appears on the Companies House registerHead teacher / Assistant head teacherPrincipal / Deputy PrincipalAnyone who appears on the Companies House register |

|  |  |
| --- | --- |
| ***Signature:*** |  |
| ***Name (please print):*** |  |
| ***Position within organisation:*** |  |
| ***Organisation legal name:*** |  |
| ***Date:*** |  |

**Organisation’s Stamp (if available)**

***Appendix A – Permitted Purposes and use of data***

You shall Access the Organisation Portal and PLR for only the Permitted Purposes set out below:

* to enable organisations to complete learner-related data returns that are mandated by a government authority;
* to help verify prior attainment and learner eligibility to enrol for education/training;
* to help determine learner eligibility to government funding;
* to support the provision of information, advice and guidance (IAG);
* to help meet legal and regulatory requirements in the provision of education and training.

***Appendix B – Ethical Walls***

The ESFA makes two types of agreement available for organisations accessing and using the PLR:

* the Learning Provider Agreement – this agreement is for Learning Providers and allows them full access to the PLR; and
* the Awarding Organisation Agreement – this agreement is for Awarding Organisations and provides partial access to the PLR.

However, a number of organisations act in a capacity of both Awarding Organisation and Learning Provider in respect of the use of the PLR. Therefore, the members of the Party to this Agreement operating as a Learning Provider must ensure they do not:

* discuss or provide any information gained from the PLR with any member of the Party operating as an Awarding Organisation; or
* disclose or make available to a member of the Party operating as an Awarding Organisation any information in relation to the PLR that is not in the public domain.

The Learning Provider shall notify the ESFA as soon as possible of any instance of non-compliance with this Agreement. Upon becoming aware of any such non-compliance, the Learning Provider shall, without prejudice to the ESFA rights under this Agreement:

* carry out a review to ascertain the reasons for and extent of such non-compliance;
* take such steps as are necessary to minimise the risk of such non-compliance occurring again; and
* implement procedures for the immediate reporting to the ESFA of any unexpected or unusual requests for access to or copies of documents.

The Learner Provider shall at all times monitor and ensure strict enforcement by all relevant staff and personnel of its obligations in this Agreement and in particular shall:

* implement strict and carefully defined procedures for dealing with a situation where it is felt that the Ethical Walls have been crossed and maintain proper records of such an event; and
* monitor the effectiveness of the Ethical Walls and take all necessary steps where it is found that the Ethical Walls have not been effective.

**Section 4 - LRS Verification of Request (Official use only)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Authorised by:**  |  | **Authorised Date:** |  |
| **Additional Verification Notes:** |
| **Ticket Number:** |