

MIAP Learning Provider Agreement (for the use of the Learner Registration Service)

Version 1.0

April 2010

Of interest to everyone involved in learning and skills



MIAP
Managing Information
Across Partners

MIAP Learning Provider Agreement

This Agreement is made on _____ day of _____ 20____

Between the Chief Executive of Skills Funding, Cheylesmore House, Quinton Road, Coventry, CV1 2WT ("**Chief Executive**", "**He**", "**His**") and

("You", "Your") on the following terms and conditions.

1. General

- (1) This Agreement is provided for organisations that require use and access to the Learner Registration Service® (the "**LRS**"). These organisations include but are not limited to Learning Providers and Approved or Assessment Centres as defined in Clause 2.
- (2) In consideration of You complying with Your obligations under this Learning Provider Agreement for use of the LRS the Chief Executive grants You a limited non-exclusive non-transferable revocable licence to Access the LRS. If You Access the LRS, You agree to be bound by this Learning Provider Agreement. If You do not agree to this Learning Provider Agreement then You are not permitted to Access the LRS and should not attempt to do so.
- (3) This Agreement supersedes the MIAP Organisation Agreement version 1.7 and any previous versions entered into between the parties.

2. Definitions

2.1 The following definitions shall have the following meanings:

- “Access”** means accessing, using, adding, modifying and updating applicable information in the LRS;
- “Account”** means Your account enabling You to use the LRS;
- “Agreement”** means this agreement between the Chief Executive 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;
- “Approved Centre” or “Assessment Centre”** means an organisation responsible for registering and conducting assessments of a Learner as determined by the Awarding Organisation;
- “Authorised Users”** means either:
(a) those current members of Your staff (whether permanent, temporary, contract or visiting) who are permitted to access the LRS from any location; or
(b) Your guest users who are permitted to access the LRS from Your premises using Your computer terminals;
- “Awarding Organisation”** means an organisation that has been recognised by an appropriate regulator;
- “Awarding Organisation Agreement”** means the agreement between an Awarding Organisation and the Chief Executive of Skills Funding for the purposes of access and use of the PLR for the QCF;
- “Chief Executive”** means the head of Skills Funding and His duly authorised representatives;
- “Data Controller”** means the person that determines the purposes and the manner of processing personal data (as described under the Data Protection Act 1998);
- “Default”** 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) and any reference to ‘personal data’ shall mean personal data as described under the DPA;

Definitions (continued)

“Ethical Walls”	means the set of management processes, barriers and disciplines that create a zone of non-communication and physical and organisational separation between members of the Party to this Agreement operating as a Learning Provider to members of the Party to this Agreement operating as 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;
“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;
“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;
“Logon Information”	means the information described in Clause 6.3 of this Agreement;
“LRS”	means the MIAP Learner Registration Service®;
“MIAP”	means Managing Information Across Partners, which provides data sharing across the education sector;
“Organisation Reference Number”	means the UKPRN unique reference number relevant to Your Account which the Chief Executive shall provide to You for use of the LRS; You can obtain or confirm your organisation’s number online by registering at www.ukrlp.co.uk ;
“Organisation Registration Form”	means the form available at http://miap.gov.uk that You are required to complete in order to access the LRS;
“Output Data”	means the data resulting from the use by You of Routes to Achievement, Rules of Combination and credit transfer functionality;
“Party” and “Parties”	means the Chief Executive 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 LRS and PLR as described in Appendix A;
“Personal Learning Record” or “PLR”	means the information stored in the LRS 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 LRS;

Definitions (continued)

- “Service Charter”** means the Learning Provider Service Charter Document which sets out the service levels upon which the Chief Executive shall provide the use of the PLR for the QCF;
- “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;
- “System”** means the Chief Executive’s secure computer network that is accessible only by Authorised Users and Your Learners; and
- “Website”** means the MIAP website at <http://miap.gov.uk>; and

3. Changes to the Agreement

The Chief Executive reserves the right to change this Agreement from time to time and shall notify Your Super-User as nominated by You. You shall notify the Chief Executive of the name and contact details of the Super-User as soon as practicable after signing this Agreement. Any changes to this Agreement shall also be displayed online at website address <http://miap.gov.uk>.

4. The Chief Executive’s Responsibilities

- 4.1 Once You have signed this Agreement and completed the Organisation Registration Form, the Chief Executive shall provide You with Access to an Account in order for You to use the LRS.
- 4.2 The Chief Executive has taken reasonable care to ensure that the information available through the LRS is accurate and up-to-date. However, the Chief Executive accepts no responsibility 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.
- 4.3 The MIAP LRS implements a rigorous data quality and data challenge framework and will work with stakeholders to maximise the quality of data held in the LRS. It will publish and consult with stakeholders on key performance measures for assessing its performance on data quality.
- 4.4 The LRS is provided “as is” and on an “as available” basis only and the Chief Executive does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the LRS and the data held within. Further, the Chief Executive does not warrant that the LRS will be uninterrupted or error free or that any defects will be corrected.
- 4.5 Save in respect of death or personal injury resulting from His negligence or fraud, the Chief Executive 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 LRS.

5. Your general responsibilities

- 5.1 You agree to input current, complete and accurate information into Your Account. You shall promptly update all information in Your Account in order to keep Your Account current, complete and accurate (e.g. change in address, email address or contact representative).
- 5.2 You are responsible for protecting the confidentiality of all the information You input into Your Account and for complying with all guidelines issued by Us from time to time in order to prevent unauthorised access to the LRS. You agree to immediately notify the MIAP Business Team, The Skills Funding Agency, Cheylesmore House, Quinton Road, Coventry, CV1 2WT should You become aware of any unauthorised use of Your Organisation Reference Number or any other unauthorised use of the LRS.
- 5.3 You shall not provide any inaccurate, misleading or false information to the Chief Executive either in any communication or when you register for the LRS.
- 5.4 You shall control the access by maintenance staff and visitors to the physical area(s) within Your organisation where the LRS is accessed and You must implement measures to prevent theft of property from such areas.
- 5.5 You shall use reasonable endeavours to ensure that Authorised Users only allow Learners to Access the Personal Learning Records once the Learner's identity has been verified and the Learner has received the Privacy Notice.

6. Your responsibility to manage Authorised Users

- 6.1 You must ensure that only Authorised Users may Access the LRS. You should under no circumstances allow Learners to be Authorised Users.
- 6.2 You shall ensure that all Authorised Users Accessing the LRS have been appropriately vetted under your organisation's appropriate internal procedures. Authorised Users Accessing the LRS must be given appropriate training both in the use of LRS to fulfil their working responsibilities and in security awareness to meet their obligations to maintain the confidentiality, integrity and availability of the LRS, be made aware of Your and/ or their obligations to maintain the confidentiality, privacy and security of the LRS as set out under the Computer Misuse Act 1990, Data Protection Act 1998, Freedom of Information Act 2000, Human Rights Act 1998 and Regulation of Investigatory Powers Act 2000 and Authorised Users must accept the USER Agreement of the LRS as set out on the Website.
- 6.3 You shall distribute passwords or other unique secure user ID ("**Logon 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.
- 6.4 Access by each Authorised User to the LRS must be protected by Logon credentials. All Authorised Users must be positively identified and authenticated using Logon Information.

- 6.5 You shall only provide access to specific functions within the LRS 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 LRS.
- 6.6 You must ensure that You authenticate the identity of all Authorised Users at the time that they log onto and access the LRS and that You regulate the use made by Authorised Users of the LRS in accordance with applicable law. You must revoke or amend (as relevant) the Access of Authorised Users to the LRS in the event that such Authorised Users leave Your organisation or are transferred to a new role within Your organisation.
- 6.7 You are responsible for the use of all Your Accounts and for ensuring that the use of all Your Accounts complies with this Agreement.
- 6.8 Where computer workstations are used to Access the LRS, 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.
- 6.9 Where Authorised Users Access the LRS 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.
- 6.10 Before You permit Authorised Users to use wireless networks to Access the LRS, 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 LRS where wireless technology is used. In the event that the risk assessment identifies a material risk of unauthorised access to the LRS through the use of wireless technology, You must not allow Authorised Users to use wireless networks to Access the LRS.
- 6.11 You must use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the requirements:
 - a) to ensure accuracy of content and compliance with privacy standards while using the LRS;
 - b) to protect the LRS from unauthorised access or use and comply with the Security Policy; and
 - c) not to Default on this Agreement in any way.
- 6.12 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.

- 6.13 You shall use reasonable endeavours to 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 MIAP Helpdesk using the contact details shown at Appendix C 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.
- 6.14 You shall keep complete and up-to-date records of all Authorised Users and their details of Access to the LRS.

7. Content on the LRS

- 7.1 In Accessing the LRS, You acknowledge that You are a Data Controller with responsibility for ensuring that Your use of personal data obtained from the LRS and the PLR service complies with the Data Protection Act 1998 ("**DPA**"). It is Your responsibility to notify and train Authorised Users that they are responsible for compliance with the DPA. You shall ensure all Authorised Users are personally responsible for complying with the following DPA principles:
- a) Data must be fairly and lawfully processed;
 - b) Data must be processed for limited purposes;
 - c) Data must be adequate, relevant and not excessive;
 - d) Data must be accurate and up to date;
 - e) Data must not be kept for longer than is necessary;
 - f) Data must be processed in line with the rights of individuals;
 - g) Data must be kept secure; and
 - h) Data must not be transferred outside the European Economic Area without adequate protection.
- 7.2 You agree that any Intellectual Property in the LRS is owned by the Chief Executive 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 Clauses 2 and 7 of this Agreement.
- 7.3 Where the LRS 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 Unique Learner Number ("**ULN**").
- 7.4 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 Chief Executive.

- 7.5 Where Your use of the LRS 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.
- 7.6 You are permitted to manage Authorised Users to search, view, retrieve and display Personal Learning Records and Output Data. Authorised Users may securely save Personal Learning Records and Output Data for administrative, scholarly or education use or scientific research only. You may not distribute any Personal Learning Records or Output Data outside of Your secure electronic network.
- 7.7 You may create or modify a PLR as permitted on the LRS. Where You download Personal Learning Records onto the System You shall not alter, abridge, adapt or modify such Personal Learning Records except to the limited extent necessary for formatting purposes. You must take reasonable measures to verify the accuracy and completeness of Personal Learning Records that You create or modify.
- 7.8 You shall only use the information (including personal data and Output Data) that You obtain from the LRS and the PLR service for the Permitted Purposes set out in Appendix A.
- 7.9 You shall ensure that Authorised Users shall not use any information obtained from the LRS and the PLR service for commercial or non-commercial marketing purposes unless the Learner specifically consents and You should be able to demonstrate that the Learner has given such consent.
- 7.10 You are only entitled to use the information provided through the LRS in accordance with the terms of this Agreement and must not use the information for any malicious, illegal or anti-social activity.
- 7.11 You acknowledge that any personal data stored on the LRS is considered under the Government Classification Scheme as 'PROTECT' and the corresponding objectives are to:
- (a) handle, use and transmit with care;
 - (b) take basic precautions against accidental compromise, opportunist or deliberate attack; and
 - (c) dispose of sensibly by destroying in a manner to make reconstruction unlikely.
- 7.13 You must ensure that Authorised Users use the marking PROTECT to label data relating to one or a few individuals and PROTECT to label data which lists or contains information on many individuals. 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.

8. Termination

- 8.1 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 by You if signed by or on behalf of a duly authorised person and sent to the address shown in Appendix C and to You using the details supplied in the Organisation Registration Form.
- 8.2 In the event of termination of this Agreement, You shall:
- (a) cease having Access to the LRS;
 - (b) stop using the LRS; and
 - (c) securely destroy any information sourced from the LRS.
- 8.3 For the avoidance of doubt, Access by Authorised Users to the LRS shall terminate immediately upon termination of this Agreement.

9. Miscellaneous

- 9.1 The Chief Executive is not required to provide any additional support or further information in respect of the LRS.
- 9.2 For the avoidance of doubt, the Chief Executive may take whatever action He 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 LRS. Such action may include suspending Your Access to the LRS and/ or terminating this Agreement.
- 9.3 You acknowledge that Awarding Organisations are the authoritative source of any achievement data held in the PLR. As such, the award certificate issued by the Awarding Organisation is the authoritative source document for confirming achievement data.
- 9.4 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.
- 9.5 No waiver by a Party of any Default of this Agreement shall operate as a waiver of any subsequent or continuing Default.
- 9.6 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.
- 9.7 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.
- 9.8 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.

9.9 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.

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

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

Organisation's Stamp (if available)

<p>Please stamp this section with your organisation's corporate stamp if you have one, however it is not a requirement that you do this.</p>

Please refer to Appendix C for guidance on who should sign this Agreement.

Appendix A – Permitted Purposes and Use of data

You shall only use the information (including personal data and Output Data) that You obtain through the LRS and PLR for the Permitted Purposes set out below:

- processing enrolment and funding applications;
- providing information, advice and guidance to Learners;
- developing study plans;
- verifying prior attainment;
- monitoring progression, success and pathways through undertaking a single qualification credit check query or a routes to achievement query;
- monitoring credit accumulation and transfer; and
- supporting the process of determining a potential award of a qualification to Learners.

Appendix B – Ethical Walls

The Chief Executive makes two types of agreement available for organisations accessing and using the PLR for the QCF:

- 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 participating in the QCF, 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 participating in the QCF; or
- disclose or make available to a member of the Party operating as an Awarding Organisation participating in the QCF any information in relation to the PLR that is not in the public domain.

The Learning Provider shall notify the Chief Executive 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 Chief Executive's 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 Chief Executive of any unexpected or unusual requests for access to or copies of documents.

The Learning 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.

Appendix C – Notes for Signing

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 list of roles and functions that are deemed by the Chief Executive to represent a person likely to have appropriate authority to sign this Agreement. However, sole responsibility to ensure that this contract is signed by an authorised person resides with the organisation applying for access to these services.

Authorised Persons

- Centre Manager
- Chief Executive or CEO
- Company Secretary
- Contracts Manager
- Director
- Finance or Funding Manager
- General Manager
- Head of Department
- Managing Director
- MIS or Data or IT Manager
- Head
- Principal
- Deputy Head
- Assistant Principal
- Deputy Principal
- Registrar
- Vice Principal
- Operations Manager
- Owner or Proprietor
- Partner

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

E-mail: lrssupport@miap.org.uk

Tel Number: 0845 6022589

Fax Number: 024 76825681

Address: MIAP Helpdesk
 Skills Funding Agency,
 Cheylesmore House,
 Quinton Road
 Coventry, CV1 2WT

Skills Funding Agency Office
Contact details for each office can be
found on our website:
www.skillsfundingagency.bis.gov.uk

Skills Funding Agency

National Office

Cheylesmore House
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F 024 7682 3675

www.bis.gov.uk/skillsfundingagency



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