

An Invitation to join  
the Personal Learning  
Record for the  
Qualifications and  
Credit Framework  
Awarding Organisation  
Agreement

Version 1.0

April 2010

Of interest to everyone involved in learning and skills



**MIAP**  
Managing Information  
Across Partners

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# Use of the Personal Learning Record for the QCF – Inviting you to take part

The Skills Funding Agency (Agency) invites you to use the Personal Learning Record (PLR) for the Qualifications and Credit Framework (QCF). The PLR is central to the successful implementation of the QCF and the Agency is responsible for implementing it across England, Wales and Northern Ireland.

The PLR function is about the accumulation of achievement data and also supports Credit Accumulation and Transfer (CAT). This technology provides support for a qualifications system that gives learners an improved learning and training experience, and employers greater responsiveness through increased flexibility and engagement.

This document, with supporting information, explains the use of the PLR, the policies and standards of operation and the shared governance process. The Agency is fully committed to supporting you through each stage of using the Service.

To participate, please sign the Awarding Organisation Agreement. Should you have any questions that are not covered by this document, relevant contact details can be found at Appendix 1.

By taking part in this initiative, you will have the opportunity to work closely with us in shaping the PLR, so that it is designed and developed to meet your requirements and so that it works alongside your existing systems.

I look forward to working with you over the coming months.

Yours sincerely

**Geoff Russell**  
Chief Executive  
Skills Funding Agency

# Section 1

## Using the PLR for the QCF

To participate in the use of the Personal Learning Record (PLR) for the Qualifications and Credit Framework (QCF), Awarding Organisations need to complete the Agreement further below. Thereafter as part of the preparation process, the Skills Funding Agency will provide you with:

- an e-learning package which provides an induction on how to use the PLR system
- tools and templates to help you with change impact assessment, change readiness assessment, business case preparation and implementation planning and
- access to our QCF Service Desk which will provide advice and support

The items above will allow you to conduct an assessment of the impact of using the PLR for the QCF in your organisation.

We will be on hand to assist with this as required via the QCF Service Desk.

Therefore, to begin the participation process and full use of the PLR for the QCF, your CEO (or authorised representative) will need to return two signed copies of the Agreement to:

QCF Service Desk  
Skills Funding Agency  
Cheylesmore House  
Quinton Road  
Coventry CV1 2WT

Please also provide the address at which you would like to receive our countersigned Agreement.

# Section 2

## Layout of the Documents

The use of the PLR for the QCF is explained by a number of interrelated documents listed in the tables below. Each document has a tier level assigned to it which determines how that document is governed.

*Tier 1 Document* – this is the Awarding Organisation Agreement that governs the use of the PLR for the QCF.

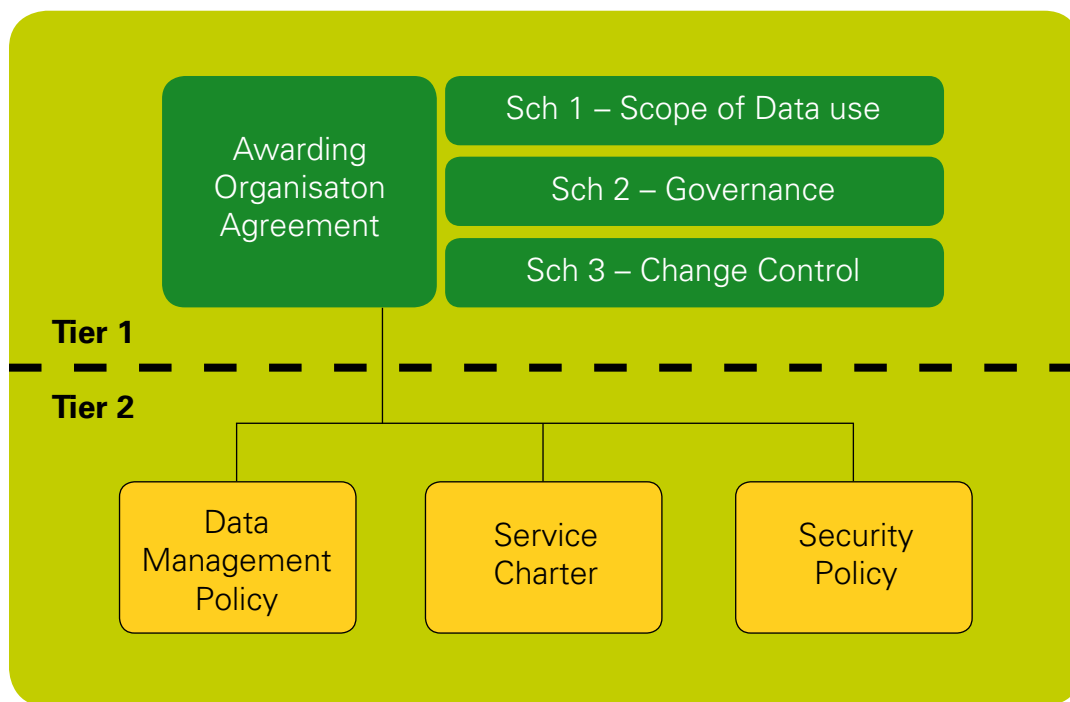
*Tier 2 Documents* – these documents govern the operation of the PLR for the QCF.

Document	Description	Tier Level
Awarding Organisation Agreement	This document is the agreement for use of the PLR for the QCF which includes the Schedules as explained below.	Tier 1
Schedule 1 Scope of Data use	This Schedule explains the extent of use of the Data by either party.	Tier 1
Schedule 2 Governance Arrangements	This Schedule describes the terms of reference of the Advisory Groups that govern Tier 2 documents.	Tier 1
Schedule 3 Change Control Procedure	This Schedule explains the process for changing the AO Agreement and includes the Change Control Note template at Annex A.	Tier 1

Document	Description	Tier Level
PLR for the QCF Service Charter v1.0	This document describes the scope of the service including the service levels.	Tier 2
PLR for the QCF Security Policy v1.0	This policy states how the physical and Information Technology (IT) assets are protected. A “living document”, it will be regularly updated as technology, regulatory and advisory requirements change and to reflect current industry best practice.	Tier 2
PLR for the QCF Data Management Policy v1.0	This details the rules and management of data between the parties including Learners, Providers, Awarding Organisations and any other parties strictly within the scope and purpose set out in this Agreement, including compliance with the Data Protection Act 1998 and the Freedom of Information Act 2000. This policy also includes the Privacy Notice and the Standard Privacy Notice Text.	Tier 2

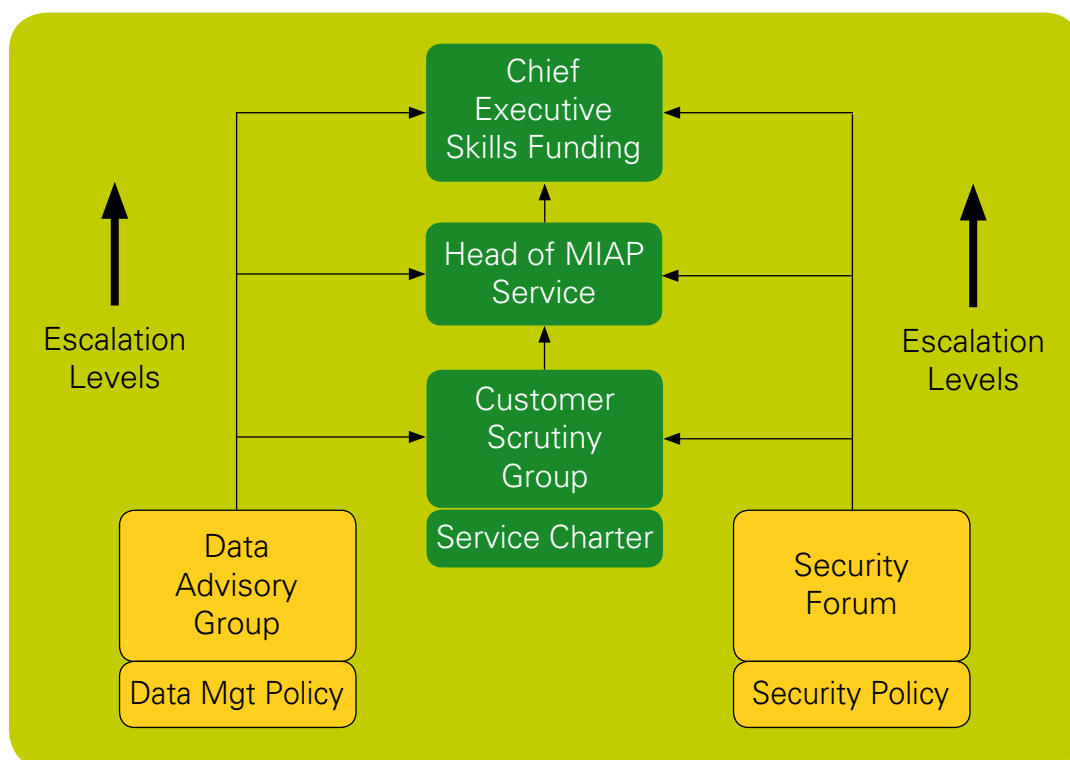
## Diagram 1 – Document Structure and Tier Levels

This diagram shows the relationships between the documents, giving their tier level positions.



## Diagram 2 – Governance Model

This diagram shows the relationship between the Advisory Groups and the escalation paths up to the Chief Executive.



# Awarding Organisation 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

The Awarding Organisation (as defined in Clause 1) ("**You**", "**Your**") on the following terms and conditions.

## General

- (1) This Agreement is made in advance of the availability of the service that is the PLR for the QCF. The parties acknowledge that the use of the PLR for the QCF is anticipated to be available in September 2010 and prior to service availability the parties will work together to make preparations for the use of the PLR for the QCF. This Agreement shall take effect once the use of the PLR for the QCF is made available by the Chief Executive as notified to you in writing.
- (2) As set out in the current 'Regulatory arrangements for the QCF (August 2008)' cited below, Awarding Organisations are required to support the operation of a system of credit accumulation and transfer, and to record in a learner record<sup>1</sup>, QCF credit and qualification achievement on behalf of Learners with a Unique Learner Number (ULN).

Extract from the 'Regulatory arrangements for the Qualification and Credit Framework, August 2008':

- 1.37 *'Awarding organisations are required to support the operation of a system of credit accumulation and transfer, and record credit and qualification achievement made by learners in their learner record. All awarding organisations must have arrangements in place to ensure that all credits that fall within the rules of combination for the qualification that a learner claims are recognised as counting towards the qualification, irrespective of the awarding organisation that made the award of credit to the learner.'*
- 5.12 *'The awarding organisation must have procedures in place to ensure that: Where a learner has or will obtain a ULN, credit awards are accurately recorded, amended and, if necessary, withdrawn in a timely manner in their learner record, and records of all learner achievement are made available to support credit accumulation and transfer.'*

<sup>1</sup> The parties acknowledge that the learner record is the PLR and that it will be compliant with the Regulator.

- (3) The PLR is a service offered by the Chief Executive to support Awarding Organisations in delivering the requirement set out in General Paragraph (2) above by enabling Learners to view all of their QCF Achievement Data. The PLR is a service that will be provided by the Chief Executive, free of charge.  
Participation by the Awarding Organisations will be voluntary but will assist the Awarding Organisations in meeting their regulatory obligations. The PLR will enable Learners to view all of their QCF Achievement Data, on-line, and in one place.
- (4) The PLR does not replace the formal certificate of achievement awarded by a recognised Awarding Organisation, but is a source of useful information to support Learners in their decision making.
- (5) Learners may give consent to Providers, advisers and Awarding Organisations to access their PLR, but it will be at the Learner's discretion.
- (6) In consideration of Your compliance with Your obligations under this Agreement for use of the PLR for the QCF and Your submission of Data to the PLR with a valid ULN, the Chief Executive shall provide to You the use of the PLR for the QCF and grants You a limited non-exclusive non-transferable revocable licence to Access the PLR. By Accessing the PLR You agree to be bound by this Agreement. If You do not agree to this Agreement then You are not permitted to Access the PLR and should not attempt to do so.
- (7) It is acknowledged that whilst this Agreement may imply that a direct relationship exists between Awarding Organisations and individual Learners, this relationship may in fact be managed mainly through Approved Centres or Assessment Centres.
- (8) This Agreement relies upon the Parties acting in good faith and always in the interests of the Learners.

## 1. Definitions

1.1 The following definitions shall have the following meanings:

- “Access”** means accessing the system and available functions to use the PLR and verify Learners’ ULN details;
- “Achievement Data”** means information about QCF Units and Qualifications achieved by Learners;
- “Advisory Groups”** means the groups set up, in accordance with the Governance Arrangements set out in Schedule 2, to facilitate discussion and agreement in the use of the PLR for the QCF and which are comprised of appropriate representatives from the Chief Executive, Awarding Organisations and other parties;
- “Agreement”** means this agreement between the Chief Executive and You which includes the numbered Clauses together with the Schedules 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 User(s)”** means personnel authorised by a Party to Access the PLR 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 within the Regulatory arrangements for the QCF;
- “Change Control Procedure”** means the procedure relating to any change, variation or amendment to this Agreement as set out in Schedule 3;
- “Chief Executive”** means the head of Skills Funding and His duly authorised representatives;
- “Commencement Date”** means the date of signature of this Agreement by authorised representatives of both parties;
- “Confidential Information”** means any information, however it is conveyed, that relates to an organisation’s or other entity’s business, affairs, developments, trade secrets, know-how, personnel and suppliers, including Intellectual Property, together with all information derived from the above, and any other information which ought reasonably to be considered to be confidential or which is clearly designated as being confidential (whether or not it is marked as “confidential”), including the Commercially Sensitive Information;
- “Customer Scrutiny Group”** means the Advisory Group tasked with governing the service within the Service Charter and other Tier 2 Documents and acting as the first point of escalation for all other Advisory Groups;

## Definitions (continued)

<b>“Data”</b>	means credit, unit and qualifications Achievement Data including personal data (as defined under the DPA) about Learners;
<b>“Data Management Group”</b>	means the Advisory Group tasked with devising and implementing policies on data protection, data sharing, data quality and data standards;
<b>“Data Management Policy”</b>	means the Tier 2 Document policy that applies to the use of Data in the PLR in order for users to meet their respective obligations under the DPA;
<b>“Default”</b>	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;
<b>“DPA”</b>	means the Data Protection Act 1998 (as amended);
<b>“Environmental Information Regulations”</b>	means the Environmental Information Regulations 2004 (as amended);
<b>“FOIA”</b>	means the Freedom of Information Act 2000 (as amended);
<b>“Governance Arrangements”</b>	means the governance arrangements detailed in Schedule 2;
<b>“Intellectual Property”</b>	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;
<b>“Learners”</b>	means individuals who are awarded units of learning or qualifications by an Awarding Organisation;
<b>“Learning Provider(s)” or “Provider(s)”</b>	means establishments providing assessment, training, careers advice and guidance or teaching towards qualifications;
<b>“MIAP”</b>	means Managing Information Across Partners, which provides data sharing across the education sector;
<b>“Party and Parties”</b>	means the Chief Executive or You or both of us as the context of the Agreement may dictate;
<b>“Permitted Purposes”</b>	means the purposes for which the Parties may use the Data as set out in Schedule 1 or as further agreed in accordance with Clause 6.2;
<b>“Personal Learning Record” or “PLR”</b>	means that part of the QCF delivery model that stores credit and qualification achievement and enables credit accumulation and transfer and Routes to Achievement queries;

## Definitions (continued)

<b>“PLR for the QCF”</b>	means those services as described in Clause 3.1;
<b>“Privacy Notice” or “PN”</b>	means the notice to be given to Learners about the use of their personal data on the PLR;
<b>“Provider(s)” or “Learning Provider(s)”</b>	means establishments providing assessment, training, careers advice and guidance or teaching towards qualifications;
<b>“QCF Service Desk”</b>	means the single point of contact for incidents or enquiries relating to the use of the PLR for the QCF;
<b>“Qualification and Credit Framework” or “QCF”</b>	means the unit and credit based framework for qualifications across England, Wales and Northern Ireland;
<b>“Regulator(s)”</b>	means the Office of the Qualifications and Examination Regulator (“Ofqual”), the Department for Children, Education, Lifelong Learning and Skills and the Council for the Curriculum Examinations and Assessment or other applicable regulatory body or person;
<b>“Routes to Achievement” or “RtA”</b>	means the function which enables Learners and advisors to make a query to determine the different pathways in which a qualification may be achieved;
<b>“Rules of Combination” or “RoC”</b>	means a description of the credit accumulation requirements for the achievement of a named qualification;
<b>“Security Forum”</b>	means the security advisory board established under the Governance Arrangements;
<b>“Security Policy”</b>	means the Tier 2 Document, which describes the security measures, systems and procedures to be implemented to protect the Data, the QCF and the System;
<b>“Service Catalogue”</b>	means the scope of services, as set out within the Service Charter, upon which the Chief Executive shall provide use of the PLR for the QCF;
<b>“Service Charter”</b>	means the Tier 2 Document which sets out the service levels upon which the Chief Executive shall provide the use of the PLR for the QCF;
<b>“System”</b>	means the Chief Executive’s secure computer network that is accessible only by Authorised Users;
<b>“Third Party”</b>	means a person or organisation that is not a Party to the Agreement but is mentioned as a third party therein;
<b>“Tier 1 Documents”</b>	means the Awarding Organisation Agreement and Schedules that govern the participation in the use of the PLR for the QCF and amended only by the Change Control Procedure as set out in Schedule 3;

## Definitions (continued)

- “Tier 2 Documents”** means the documents which govern the operation of the service and amended only by consultation via the relevant governing body as set out in Schedule 2;
- “ULN”** means the Unique Learner Number, a unique number assigned to each Learner through MIAP; and
- “User-Approver”** means an Authorised User within Your organisation who shall have administrative rights to set up and manage additional Authorised Users.

- 1.2 This Agreement incorporates, by reference, the Tier 2 Documents which further detail the Parties’ responsibilities in relation to the operation of and Access to the PLR.
- 1.3 This Agreement supersedes any previous “Qualifications and Credit Framework (QCF) Awarding Organisation Agreement” relating to the Qualifications and Credit Framework Transition Service Layer entered into between the Parties.
- 1.4 In the event of any conflict or question of interpretation between:
- 1.4.1 the various parts of the Agreement, the numbered Clauses will take precedence;
- 1.4.2 this Agreement and/or the MIAP Learning Provider Agreement this Agreement shall take precedence as regards all references to the PLR; and
- 1.4.3 this Agreement and the Tier 2 Documents, this Agreement shall take precedence.

## 2. Changes to this Agreement

Any request by any Party for a change to the Tier 1 Document shall be subject to the Change Control Procedure set out in Schedule 3.

## 3. The Parties’ responsibilities

- 3.1 The Chief Executive shall:
- 3.1.1 operate, host and maintain the PLR in accordance with this Agreement and the Data Management Policy and Security Policy and to the Service Levels contained in the Service Charter. In particular, the Chief Executive shall implement appropriate technical and organisational measures to ensure integrity and security of the Data held in the PLR against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, disclosure or corruption and to ensure the security of the PLR;
- 3.1.2 provide You with the means for Authorised Users and up to three User-Approvers as agreed to Access the PLR;
- 3.1.3 provide You, via the QCF Service Desk, with an opportunity to provide general feedback on the use of the PLR for the QCF in order to assist us with the development of the PLR for the QCF;

- 3.1.4 provide You with reasonable help and support, including the QCF Service Desk, for Your use of the PLR in accordance with the Service Charter;
- (together, the “**PLR for the QCF**”).
- 3.2 You shall:
- 3.2.1 Access the PLR in accordance with the terms and conditions of this Agreement and the Tier 2 Documents;
- 3.2.2 ensure that each of Your Learners, either directly or through an Approved Centre as appropriate, has a valid ULN and receives the Privacy Notice before their Data is added to the PLR;
- 3.2.3 use best endeavours to provide current, complete and accurate Achievement Data, in the format specified in the Tier 2 Documents, into the PLR and maintain the accuracy and validity of such Achievement Data. Any new Achievement Data to be inputted into the PLR or any amendments to existing Achievement Data within the PLR shall be submitted to the Chief Executive within ten (10) days of such new Data or the amendments to the existing Data, as applicable, being uploaded to the System; and
- 3.2.4 preserve the security and integrity of the System and take all reasonable measures to prevent the corruption or loss of any Data held within the System in accordance with Industry best practice.
- 3.3 Neither Party shall:
- 3.3.1 use the Data nor run queries or otherwise seek to interrogate the PLR in order to use the Data for any purpose other than the Permitted Purposes, for the avoidance of doubt, neither Party shall aggregate the Data;
- 3.3.2 be liable, in any way, for any unauthorised or unlawful processing or accidental loss, destruction, damage, alteration, disclosure or corruption to Data caused by the other Party or a Third Party.
- 3.4 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. You hereby acknowledge that You are the definitive source of the Data and that You will maintain the Data consistent with the formal certificate. The Chief Executive shall not be liable for any errors, omissions, inaccurate or corrupt Data including, but not limited to, any defects caused by the transmission of this Data over electronic networks, however the Chief Executive shall offer assistance in the resolution of such problems where appropriate.
- 3.5 The use of the PLR for the QCF is provided “as is” and on an “as available” basis only though the Chief Executive shall use best endeavours to maintain the service to the service levels set out in the Service Charter. The Chief Executive does not warrant that availability of the PLR for the QCF will be uninterrupted or error free though the Chief Executive shall assist in the correction of defects to data.

- 3.6 The Chief Executive shall not be responsible for the process of recognition of Awarding Organisations by the Regulator and therefore the Chief Executive accepts no responsibility for data He receives regarding whether an Awarding Organisation is recognised. The provision of any data regarding Awarding Organisations will be managed through the arrangements with the Regulators.
- 3.7 Save in respect of death or personal injury resulting from either Party's negligence or fraud, neither Party is liable for any loss suffered by the other including, without limitation, indirect, special or consequential loss, or any damages (whether direct or indirect) 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 PLR.
- 3.8 The Chief Executive agrees to advise users of the PLR for the QCF that the formal certificate remains the authoritative record of achievement and that You are responsible for validating the accuracy of the PLR data against this source.

#### **4. Content on the PLR**

- 4.1 You agree that any Intellectual Property in the PLR 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 this Clause.
- 4.2 You shall own any Intellectual Property in the Data that You contribute to the PLR save where such Intellectual Property is already owned by a Third Party or is already the Intellectual Property of the Chief Executive.
- 4.3 You shall not delete or remove any proprietary notices contained within or relating to the Data.
- 4.4 The PLR shall not contain, hold or display any logo, branding or other proprietary marks, other than those belonging to or licensed by the PLR brand.
- 4.5 The Chief Executive shall inform all Third Parties that are entitled Access to the PLR or which may otherwise process the Data that there are restrictions as to how the Data may be processed and the purposes for which such Data may be processed. The Chief Executive shall take all reasonable endeavours to ensure that all relevant Third Parties are contractually bound to comply with such restrictions.
- 4.6 Without prejudice to any alphanumeric listings, all Data stored in the PLR shall be held impartially and objectively and made available to support the PLR functionality. The Chief Executive shall not in any way manipulate the Data or the PLR functionality in order to favour one Awarding Organisation over another.
- 4.7 The Chief Executive shall create and implement a Data integrity and quality measurement methodology, to ensure that Data has not been accidentally changed and to ensure that the Data reflects the latest Data received from the Awarding Organisations. The Chief Executive may periodically request data from You in order to verify the Data held in the PLR.
- 4.8 In the event of any dispute between You and the Chief Executive relating to the submission, acceptance or rejection of Data, the Parties shall follow the escalation procedures set out in Schedule 2.

## 5. Access

- 5.1 Each Party shall:
  - 5.1.1 ensure that only Authorised Users Access the PLR once their identity has been verified;
  - 5.1.2 take reasonable steps to ensure the reliability of any Authorised Users who have Access to the Data and to reasonably satisfy itself that the Authorised User's reliability or suitability for the role remains unaffected. Neither Party shall allow any person to Access the PLR who has what would reasonably be regarded in the context of the PLR as an inappropriate record; and
  - 5.1.3 be responsible for managing and monitoring Authorised Users' Access to the PLR in compliance with the Tier 2 Documents;
- 5.2 Authorised Users must be given appropriate training, which shall include training in security awareness and the Party's and/or their responsibilities to maintain the confidentiality, integrity, privacy, security and availability of the Data and the PLR under any applicable legislation and any other applicable, regulatory guidance and good practice standards.
- 5.3 The Chief Executive shall monitor Your use and Access of the PLR for the QCF:
  - 5.3.1 for audit purposes;
  - 5.3.2 to resolve any problems with the PLR; and
  - 5.3.3 to improve the use of the PLR for the QCF.

## 6. Data Protection

- 6.1 Each Party acknowledges that it is data controller of the Data and that it shall comply with the obligations in the DPA and the Data Management Policy.
- 6.2 Any change to the Permitted Purposes shall be subject to the approval of the Chief Executive together with the Awarding Organisations registered to participate in the QCF. If agreement as to the new purpose cannot be reached, the Chief Executive may, in His sole discretion acting reasonably which for the avoidance of doubt shall not result in placing the Awarding Organisations in immediate conflict with the regulations set out by the Regulator, proceed with the change to the Permitted Purpose. In such circumstances any objecting Awarding Organisation is entitled to unconditionally withdraw from the QCF under the terms of Clause 11.
- 6.3 As applicable, in the event that any Learner communicates to You their objection to the use of their Data on the PLR, You will immediately inform the QCF Service Desk. The Parties shall cooperate with one another to ensure that the Learner's Data is only processed in accordance with the DPA.
- 6.4 Each Party acknowledges that any personal data (as defined under the DPA) stored on the PLR is considered under the Government Classification Scheme to be designated 'PROTECT' and accordingly that each Party is bound by duties in respect of such personal data:

- 6.4.1 handle, use and transmit with care;
- 6.4.2 take basic precautions against accidental compromise, opportunist or deliberate attack; and
- 6.4.3 dispose of securely by destroying in a manner so as to make reconstruction unlikely.
- 6.5 Other than in the case of system to system data transfers, each Party shall ensure that Authorised Users use the marking PROTECT (PERSONAL) to label data relating to one or a few individuals and PROTECT (PRIVATE) to label data which lists or contains information on many individuals. You must use the appropriate descriptor (in brackets), however if You are in any doubt, the QCF Service desk will be available to You to give advice on the use of such markings.

## 7. Freedom of Information

- 7.1 You acknowledge that the Chief Executive is subject to the requirements of the FOIA and the Environmental Information Regulations. You shall assist and cooperate with the Chief Executive to enable the Chief Executive to comply with the Chief Executive's information disclosure obligations as detailed in the Data Management Policy and within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations ("**Request for Information**").
- 7.2 The Chief Executive shall be responsible for determining in His absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Data and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 7.3 In no event shall You respond directly to a Request for Information on behalf of the Chief Executive unless expressly authorised to do so by the Chief Executive in writing.
- 7.4 You acknowledge that (notwithstanding the provisions of this Clause 7) the Chief Executive may be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning You, the PLR or the PLR for the QCF:
  - 7.4.1 in certain circumstances without consulting You; or
  - 7.4.2 following consultation with You and having taken Your views into account; provided always that where 7.4.1 applies the Chief Executive shall take reasonable steps, where appropriate, to give You advanced notice, or failing that, to draw the disclosure to Your attention after any such disclosure.

## 8. Confidentiality

- 8.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
  - 8.1.1 treat all Confidential Information provided by the other Party, a Third Party or obtained by a Party through Access to the PLR as confidential and safeguard it accordingly; and

- 8.1.2 not disclose a Third Parties' or the other Party's Confidential Information to any other person without the owner's prior written consent, other than:
  - 8.1.2.1 to Authorised Users or other staff who need to know such information, provided that before any disclosure takes place the Party disclosing the Confidential Information shall ensure that such Authorised Users or members of staff are made aware of its confidential nature and are subject to undertakings of confidentiality no less onerous than those contained in this Agreement; or
  - 8.1.2.2 where such disclosure is necessarily required under a legal obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 7 (Freedom of Information).
- 8.2 Clause 8.1 shall not apply to the extent that the Party making the disclosure can prove that such information:
  - 8.2.1 was in their possession and not subject to an obligation of confidentiality prior to its disclosure by the information owner;
  - 8.2.2 was independently developed without access to the other Party's Confidential Information;
  - 8.2.3 was received from a Third Party without breach of any obligation of confidentiality; and/or
  - 8.2.4 became public otherwise than through a breach of any obligation of confidentiality.
- 8.3 Upon the occurrence of any actual, suspected or threatened misappropriation or misuse of the Confidential Information either Party shall promptly consult with the other to agree what steps shall be taken to prevent or terminate such misappropriation or misuse, and take all steps as may be reasonably requested, including the institution of disciplinary or legal proceedings.
- 8.4 The Chief Executive shall use all reasonable endeavours to ensure that any government department, employee or Third Party to whom the Confidential Information is disclosed pursuant to Clause 8.3 is made aware of His obligations of confidentiality.
- 8.5 The provisions of this Clause 8 shall remain in force notwithstanding termination of this Agreement.

## 9. Incident Resolution

- 9.1 The Parties shall put in place procedures to work together constructively in the event of any problem arising with the functionality or use of the PLR for the QCF, a security incident or an incident which adversely affects the quality or accuracy of the Data and such procedures shall be governed by the Customer Scrutiny Group and contained within the Service Charter.
- 9.2 The Chief Executive shall take appropriate remedial action as a result of an incident to restore the PLR in accordance with the service levels described in the Service Charter.

## 10. Governance

- 10.1 The Parties acknowledge that the Advisory Groups, whose terms of reference are set out in Schedule 2, have authority to determine questions of governance including information governance related to the PLR for the QCF on behalf of Awarding Organisations.
- 10.2 Both Parties will comply with any rules agreed by the Advisory Groups from time to time including any rules established to record Your interaction with the Data for audit purposes.
- 10.3 Where requested by a Regulator, the Parties will work together in good faith to provide transparent information about the operation of the PLR for the QCF to the Regulator.
- 10.4 The Parties acknowledge that the purpose of the Advisory Groups is to advise the Head of MIAP Service on performance and compliance issues under this Agreement and manage changes to procedures and documents including the Tier 2 Documents.
- 10.5 The Advisory Groups, together with other interested stakeholders, shall establish a process for managing changes to the Tier 2 Documents which will be based on the principles in the Governance Arrangements as set out in Schedule 2.

## 11. Suspension and Termination

- 11.1 This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated by either Party according to the terms of this Agreement.
- 11.2 Either Party may terminate this Agreement by giving written notice of termination to the other:
- 11.2.1 immediately as a result of a Default to this Agreement where such Default is not remedied within sixty (60) days of written notice to do so; or
- 11.2.2 at any time for any reason on at least six (6) months prior written notice.
- 11.3 In the event of termination of this Agreement for whatever reason:
- 11.3.1 You shall:
- 11.3.1.1 cease Access to the PLR;
- 11.3.1.2 stop using the PLR for the QCF even if Your user accounts are still active; and
- 11.3.1.3 co-operate with the Chief Executive to agree an exit strategy.
- 11.3.2 The Chief Executive reserves the right to retain or destroy the Data in order for the Chief Executive to comply with His legal obligations as Data Controller; and
- 11.3.3 The Chief Executive shall provide reasonable assistance to You in assessing the impact of any changes to Your working arrangements and enter into consultation with You (and any other affected stakeholders, in the event

the Chief Executive terminates the PLR for the QCF) to produce an exit strategy, which shall include arrangements for the removal of any Data You submitted.

- 11.4 For the avoidance of doubt, Access by Your Authorised Users to the PLR shall terminate immediately upon termination of this Agreement.
- 11.5 Following termination of this Agreement or the suspension of use of the PLR for the QCF, the Chief Executive:
  - 11.5.1 may contact You in relation to any queries from Learners about their Data and the Chief Executive shall make any necessary amendments to the Data with Your permission; and
  - 11.5.2 inform all users that the relevant Awarding Organisation is no longer participating in the PLR. The Chief Executive shall not be responsible for communicating alternative arrangements to affected Users.

## 12. Representatives and Notice

Each Party shall nominate, and keep the other Party informed of any changes, within ten (10) days of such changes, a suitably senior representative who will be the primary contact for all matters relating to this Agreement and concerning the use and provision of the PLR for the QCF. Each Party shall communicate the identity of the representative to the other Party and to the QCF Service Desk within two (2) days of the Commencement Date.

## 13. Miscellaneous

- 13.1 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 an event which is beyond the reasonable control of that Party.
- 13.2 In the event of any dispute between the Parties about this Agreement, the PLR and/or the PLR for the QCF, the representatives of both Parties shall meet promptly to discuss the disputed matter. If within fourteen (14) working days of the meeting the Parties have failed to reach a resolution, the matter shall be escalated in accordance with the procedure set out in the Service Charter.
- 13.3 No waiver by a Party of any Default of this Agreement shall operate as a waiver of any subsequent or continuing Default.
- 13.4 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.
- 13.5 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.

13.6 Either Party shall be entitled to assign this Agreement to another party having obtained prior written consent from the other which shall not be unreasonably withheld. In the event You assign this Agreement to another party, the Chief Executive reserves the right to retain or destroy the Data in order to comply with His legal obligations as Data Controller.

13.7 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.

13.8 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.

**The signature of the Chief Executive or duly authorised representative below indicates that the Chief Executive agrees and accepts the terms and conditions of this Agreement.**

<b>Signature:</b>	
<b>Name (please print):</b>	
<b>Position within organisation:</b>	
<b>Date:</b>	

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

<b>Signature:</b>	
<b>Name (please print):</b>	
<b>Position within organisation:</b>	
<b>Date:</b>	

## Schedule 1

Scope of Data use.

### 1. The Chief Executive

- 1.1 The Chief Executive shall use the Learner Achievement Data submitted to the PLR for the following purposes:
  - 1.1.1 to enable Learners to access and view their QCF achievements in the PLR;
  - 1.1.2 to enable Learners (on an individual basis) to share their PLR with Awarding Organisations, Providers, advisors and other third parties deemed suitable by the Learner to fulfil the purposes as requested by the Learner;
  - 1.1.3 to enable Awarding Organisations and the Chief Executive with the consent of the Learner to use the credit check function to inform the transfer of a Learner's credit from one Awarding Organisation to another; and
  - 1.1.4 to enable permitted organisations to view a Learner's Routes to Achievements.
- 1.2 QCF achievement within the Personal Learning Record will not be aggregated and used by the Chief Executive for any other purposes other than for the operational management of the service, without the express permission of the contributing Awarding Organisations.
- 1.3 The Chief Executive will take the necessary steps and implement controls to ensure the prevention of aggregation of Achievement Data.
- 1.4 Any changes to the scope of Data shall be managed using the Change Control Procedure set out in Schedule 3.

### 2. Awarding Organisation

- 2.1 You shall only process the Data You obtain from the PLR subject to the Learner's permission, either directly or through an Approved Centre as appropriate, as requested for the following purposes:
  - 2.1.1 to confirm that a Learner can transfer credit using the credit check function;
  - 2.1.2 to support the process of determining a potential award of a qualification to Learners;
  - 2.1.3 to verify prior attainment;
  - 2.1.4 to monitor progression, success and pathways through undertaking a single qualification credit check query or a Routes to Achievement query;
  - 2.1.5 identifying possible errors in the Data; and
  - 2.1.6 to provide information, advice and guidance to Learners.

## Schedule 2

### Governance Arrangements: Terms of Reference

The Advisory Groups are the groups responsible for ensuring that the PLR for the QCF meets its legal and operational requirements in relation to scrutiny, security and data management. Each Advisory Group's Terms of Reference are summarised below:

<b>Name of Group/ Committee</b>	<b>The Customer Scrutiny Group</b>
<b>Date ToR agreed</b>	[Insert date]
<b>Purpose</b>	<ul style="list-style-type: none"> <li>• The Customer Scrutiny Group shall oversee all aspects of the delivery of the PLR for the QCF. It shall act as the first point of escalation for all other Advisory Groups and it will directly govern the service within the Service Charter and govern Tier 2 Documents by escalation from other Advisory Groups. It will advise the Head of MIAP Service as necessary regarding all concerns with the operation of the PLR for the QCF including any changes.</li> <li>• The Customer Scrutiny Group is not an operational management board and operational decisions will not be referred to it.</li> <li>• Specifically the Customer Scrutiny Group will have responsibility for representing the views of the education sector on the following issues:               <ul style="list-style-type: none"> <li>• Priority;</li> <li>• Scope of service;</li> <li>• Costs of Delivery and Impact;</li> <li>• Medium and Long Term Strategy; and</li> <li>• Performance of the service.</li> </ul> </li> <li>• The Customer Scrutiny Group will also be responsible, on behalf of the education sector utilising the PLR, for reviewing delivery of the PLR for the QCF against the Service Charter directly and the remaining Tier 2 Documents as escalated to it by other Advisory Groups.</li> </ul>

<p><b>Membership</b></p>	<ul style="list-style-type: none"> <li>• The Customer Scrutiny Group will be constituted from the Head of the MIAP Service, representatives from Department for Children, Schools and Families, Department for Business, Innovation and Skills, the Chief Executive, the devolved administrations, and Ofqual representing the Regulators.</li> <li>• A representative number of Awarding Organisations and Providers, the exact number to be determined.</li> <li>• In addition, representative bodies such as the Association of Colleges and the Federation of Awarding Bodies, and the Joint Committee on Qualifications and UCAS and HESA and other bodies will be invited to either participate or nominate a representative to perform the role of ‘Ambassador Users within the Customer Scrutiny Group’. The role of Ambassador Users will be to offer a route for organisations not directly represented to raise issues of concerns. For this purpose Ambassador Users are assumed to speak on behalf of their members.</li> <li>• The chair of the Customer Scrutiny Group will be selected by the membership and secretariat support will be provided by the MIAP/QCF team.</li> </ul>
<p><b>Method of Working</b></p>	<p>[Insert Details once known]</p>
<p><b>Escalation</b></p>	<ul style="list-style-type: none"> <li>• The Customer Scrutiny Group will be the first point of escalation for issues that cannot be satisfactorily resolved by other Advisory Groups.</li> <li>• The Customer Scrutiny Group itself will in the first instance escalate issues to the Head of the MIAP Service. If the Head of the MIAP Service cannot resolve the issue, it should be escalated to the Chief Executive for Skills Funding whose decision shall be final.</li> </ul>

<b>Name of Group/ Committee</b>	<b>The Data Management Group</b>
<b>Date ToR agreed</b>	[Insert date]
<b>Purpose</b>	<ul style="list-style-type: none"> <li>• The Data Management Group will provide advice and guidance on all issues related to the Data Management Policy and hold responsibility for approving the content of and updates to the Data Management Policy.</li> <li>• This Data Management Group will advise the Customer Scrutiny Group and the Head of MIAP Service of the impact of changes to the Data Management Policy including reviewing any privacy impact assessments.</li> <li>• The Data Management Group will also be responsible, on behalf of the education sector, for reviewing the operation of the PLR against the Data Management Policy.</li> </ul>
<b>Membership</b>	<p>All representatives will be expected to be familiar with their organisation's data concerns. The membership shall include:</p> <ul style="list-style-type: none"> <li>• The MIAP/QCF data manager.</li> <li>• A representative from Ofqual on behalf of the Regulators.</li> <li>• A representative number of Awarding Organisations and Providers, the exact number to be determined.</li> <li>• In addition representative bodies such as the Association of Colleges and the Federation of Awarding Bodies, and the Joint Committee on Qualifications and UCAS and HESA and other bodies will be invited to either participate or nominate a representative to perform the role of 'Ambassador Users within the Customer Scrutiny Group'. The role of Ambassador Users will be to offer a route for organisations not directly represented to raise issues of concerns. For this purpose Ambassador Users are assumed to speak on behalf of their members.</li> <li>• The chair of the group will be chosen by the membership and secretariat support will be provided by the MIAP/QCF team.</li> </ul>

<b>Method of Working</b>	[Insert Details once known]
<b>Escalation</b>	<p>The Data Management Group will escalate issues in the following order of escalation level until the issue is resolved;</p> <ul style="list-style-type: none"> <li>• the Customer Scrutiny Group;</li> <li>• the Head of MIAP Service;</li> <li>• the Chief Executive for Skills Funding whose decision shall be final.</li> </ul>

<b>Name of Group/ Committee</b>	<b>The Security Forum</b>
<b>Date ToR agreed</b>	[Insert date]
<b>Purpose</b>	<ul style="list-style-type: none"> <li>• The Security Forum will provide feedback from interested parties on the management of security issues and will provide advice to the senior information risk owner of the Chief Executive.</li> <li>• The Security Forum will provide advice on security procedures, incident response and security threats.</li> <li>• The Data Management Group will be responsible for approving the content of and updates to the Security Policy.</li> <li>• The Security Forum will advise the senior information risk owner of the impact of changes to the Service Charter including reviewing the risk management accreditation documents. It shall also be responsible for informing the Customer Scrutiny Group of the impact of such changes.</li> <li>• The Security Forum will also be responsible, on behalf of the education sector, for reviewing the operation of the PLR against the Security Policy.</li> </ul>
<b>Membership</b>	<p>The membership shall include:</p> <ul style="list-style-type: none"> <li>• The MIAP/QCF service manager.</li> <li>• The MIAP data security manager.</li> <li>• A representative from Ofqual on behalf of the Regulators.</li> <li>• A representative number of Awarding Organisations and Providers, the exact number to be determined.</li> </ul>

<p><b>Membership</b></p>	<ul style="list-style-type: none"> <li>• In addition representative bodies such as the Association of Colleges and the Federation of Awarding Bodies, and the Joint Council for General Qualifications and UCAS and HESA and other bodies will be invited to either participate or nominate a representative to perform the role of 'Ambassador Users within the Customer Scrutiny Group'. The role of Ambassador Users will be to offer a route for organisations not directly represented to raise issues of concerns. For this purpose Ambassador Users are assumed to speak on behalf of their members.</li> <li>• The chair of the group will be chosen by the membership and secretariat support will be provided by the MIAP/QCF team.</li> </ul>
<p><b>Method of Working</b></p>	<p>[Insert Details once known]</p>
<p><b>Membership</b></p>	<p>The Security Forum will escalate issues in the following order of escalation level until the issue is resolved;</p> <ul style="list-style-type: none"> <li>• the Customer Scrutiny Group;</li> <li>• the Head of MIAP Service;</li> <li>• the Chief Executive for Skills Funding whose decision shall be final.</li> </ul>

## Schedule 3

### Change Control Procedure

#### 1. Principles

- 1.1 Where the Chief Executive or an Awarding Organisation sees the need for any change to the Tier 1 Document, the Chief Executive may at any time provide notice of, and an Awarding Organisation may at any time recommend, such change and propose an amendment to the Tier 1 Document in accordance with the procedure set out in this Schedule.

#### 2. Changes made by the Chief Executive

- 2.1 Following the acceptance of a change to the Tier 1 Document, which shall be evidenced by an authorised representative of the Chief Executive signing the Change Control Note ("**CCN**") documenting the change, the Chief Executive shall publish the change to all Awarding Organisations that have entered this Agreement giving twenty (20) working days prior notice ("**Prior Notice Period**") to the change taking effect.
- 2.2 During the Prior Notice Period, the Chief Executive may invite interested parties to discuss the proposed change which may result in either:
  - 2.2.1 the Change Control Note taking effect upon expiry of the Prior Notice Period, or
  - 2.2.2 the Prior Notice Period being extended to continue discussions with interested parties, or
  - 2.2.3 the Change Control Note being rescinded.
- 2.3 Upon the change taking effect, You shall be bound by the amendments to the Tier 1 Document without the need to sign the Agreement again. You shall continue to use the PLR for the QCF on the basis of the amended Tier 1 Document and the Chief Executive shall make the updated Tier 1 Document available at a website location as set out in the CCN.

#### 3. Changes made by an Awarding Organisation

- 3.1 Where You request a change to be made to this Agreement, You shall, unless otherwise agreed, submit a CCN to the Chief Executive based on the form attached at Annex A to this Schedule.
- 3.2 Upon receipt of Your change request, the Chief Executive shall consider Your request and if accepted shall follow the procedure in Paragraph 2 of this Schedule as if the Chief Executive raised the change.

## 4. Contents of the CCN

Each CCN shall contain:

- 4.1 the title of the change;
- 4.2 the originator (being either the Chief Executive or an Awarding Organisation, either alone or acting with other Awarding Organisations) and date of the request or recommendation for the change;
- 4.3 the reason for the change;
- 4.4 full details of the change including any specifications and user facilities;
- 4.5 a timetable for implementation together with any proposals for trialling of the change, if any;
- 4.6 the impact, if any, of the change on other aspects of the Agreement; and
- 4.7 the date of expiry of validity of the CCN.
- 4.8 Following the approval of a CCN by the Chief Executive, the Tier 1 Document shall be amended to the extent necessary to give effect to that change. Unless and until such amendment is made no such change shall be considered effective and the Tier 1 Document shall not in any way be considered to have been amended as a result of such change.
- 4.9 Unless otherwise agreed, each Party shall bear its own costs in relation to the preparation, agreement and implementation relating to a CCN including the costs in developing impact assessments.

# Annex A – Change Control Note

CR NO:	TITLE:	TYPE OF CHANGE:
PROJECT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		
APPROVED BY: Authorised representative of the Chief Executive SIGNED: DATE:		

# Appendix 1 – Useful Contacts

## **QCF Service Desk**

QCF Service Desk  
Skills Funding Agency  
Cheylesmore House  
Quinton Road  
Coventry CV1 2WT

Tel: 0870 2670054

Email: [qcfservicedesk@skillsfundingagency.bis.gov.uk](mailto:qcfservicedesk@skillsfundingagency.bis.gov.uk)

Skills Funding Agency Office  
Contact details for each office can be  
found on our website:  
[www.skillsfundingagency.bis.gov.uk](http://www.skillsfundingagency.bis.gov.uk)

## **Skills Funding Agency**

National Office

Cheylesmore House  
Quinton Road  
Coventry CV1 2WT  
T 0845 377 5000  
F 024 7682 3675

**[www.bis.gov.uk/skillsfundingagency](http://www.bis.gov.uk/skillsfundingagency)**



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