

Learner Agreement for the use of the Personal Learning Record Service.

This Learner Agreement is between the Learning and Skills Council (“**LSC**”, “**We**”, “**Us**”, “**Our**”) and a Learner (“**You**”) and is on the following terms and conditions.

1. General

In consideration of You complying with Your obligations under this Learner Agreement for use of the Personal Learning Record, the LSC grants You a limited non-exclusive non-transferable revocable licence to Access the LSC Personal Learning Record® (the “**PLR**”). If You Access the PLR, You agree to be bound by this Learner Agreement. If You do not agree to this Learner Agreement then You are not permitted to Access the PLR and should not attempt to do so.

2. Definition

The following definitions shall have the following meanings:

“ Access ”	means accessing, using, adding, modifying and updating applicable information in the PLR;
“ Access Control Policy ”	means the access control policy as provided by Us from time to time setting out the use of Logon Information on the PLR;
“ Account ”	means Your Account enabling You to use the PLR;
“ Account Application Form ”	means the form that You are required to complete in order to access the PLR;
“ Authorised Users ”	Means only You;
“ Fair Processing Notice ”	means the notice provided by the LSC to You which explains how the LSC will use and share the data held about You. in the PLR;
“ Force Majeure ”	Force Majeure (a legal term) is a common clause in contracts which essentially frees both parties from liability or obligation when an extraordinary event or

circumstance beyond the control of the parties, such as a war, strike, riot, crime, or "act of God" (e.g., flooding, earthquake, volcano), prevents one or both parties from fulfilling their obligations under the contract or agreement.

“Intellectual Property”

means patents, trade marks, 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;

“Learner Records”

Means the information stored in the PLR about learners including their record of participation and achievements in life long learning, this may also include a Learner Plan;

“Logon Information”

means the information described in Clause 6.4 of this Learner Agreement;

“PLR”

means the MIAP Personal Learning Record®;

“Security Policy”

means the security policy for use of the PLR as set out by Us;

“System”

means Your secure computer network that is accessible only by You;

“Website”

means the MIAP website at <http://miap.gov.uk>

“You” or “Yours”

means the Learner;

“Your Location”

means computer terminals used by You to Access the PLR.

3. Purpose of the Learner Agreement

The purpose of this Learner Agreement is to formally document the expectations and requirements of the Learning and Skills Council to ensure the acceptable access and usage of the MIAP Personal Learning Record Service by Learners.

4. Changes to the Learner Agreement

The LSC reserves the right to change this Learner Agreement at any time and any modifications shall be displayed online at <http://miap.gov.uk> and when attempting to access the PLR.

5. Our responsibilities

Once You have properly entered into this Agreement and upon your provision to the LSC of the completed Account Application process as set out in Schedule 1, We shall provide You with:

- a Unique Learner Number (if you do not already have one) and
- access to an Account in order for You to use the PLR.

The LSC has taken reasonable care to ensure that the information available through the PLR is accurate and up-to-date. *However, We accept no responsibility for any loss or damage howsoever arising due to any errors, omissions, inaccurate or corrupt information including, but not limited to, any defects caused by the transmission of this information over electronic networks.*

The PLR is provided “**as is**” and on an “**as available**” basis only and We do not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the PLR. Further, We do not warrant that the PLR will be uninterrupted or error free or that any defects will be corrected.

Save in respect of death or personal injury resulting from Our negligence or fraud, We are 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 PLR.

The LSC respects the wishes of learners and shares information under the framework set out in its fair processing notices. Learners may express their preferences for sharing of data using the PLR, via the helpdesk at any time.

You have a right under the Data Protection Act 1998 to request personal data that is held about you. If you would like to make such a request, full details are held on the LSC Data Protection page. Please visit the following link. www.lsc.gov.uk/Data_Protection.htm

You also have a right under the Freedom of Information Act 2000 to request information. For details on the process and how to make a request for information. Please visit the following link. www.lsc.gov.uk/FOIform.htm

6. Your general responsibilities

When challenging or providing updated data to PLR, 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 email address).

You are responsible for protecting the confidentiality of all the information in Your Account and for complying with all guidelines issued by Us from time to time in order to prevent unauthorised access to the PLR and Your account. You agree to immediately notify the MIAP Business Team on 0845 602 2589 or email LRSupport@miap.gov.uk, should You become aware of any unauthorised use of Your ULN or Your account details, or any other unauthorised use of the PLR.

You shall not provide any inaccurate, misleading or false information to the LSC either when you contact Us or when you register for the PLR.

You should be aware of the risks to your personal information, if you access the PLR from physically or electronically insecure areas, which could cause your account details to become compromised, for example but not limited to

- Internet cafes
- Social Networking sites
- Embedding username and other account details in web pages of any sort
- Accessing PLR services via an unsecured wireless network
- Sharing Your username via text, Bluetooth or other insecure electronic data transfer.

7. Content on the PLR

You agree that any Intellectual Property in the PLR is owned by the LSC 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 of this Learner Agreement.

You are permitted to search, view, retrieve, display and send to third parties records about Yourself only. Learners may send Personal Learning Records to Third parties; however, You acknowledge that any such transmissions are done entirely at your own risk. The LSC accepts no responsibility for information You supply to third parties.

You may challenge Personal Learning Records as permitted on the PLR.

You may not sell, rent, lease any information provided through the PLR to any third party.

You are only entitled to use the information provided through the PLR in accordance with the terms of this Learner Agreement and must not use the information for any malicious, illegal, anti-social activity or any purpose likely to adversely affect the reputation of the LSC

We reserve the right, at Our discretion, to make changes from time to time to the information provided through the PLR, to alter the nature of the PLR or to withdraw the PLR from use. The LSC accept no liability based on how the information is transmitted or regarding its onwards usage.

8. Termination

Either party may terminate this Learner Agreement at any time by providing written notice of termination to the other party. Notice shall be deemed duly given if signed by or on behalf of a duly authorised person and must be sent to the LSC at MIAP Business Team, The Learning and Skills Council, Cheylesmore House, Quinton Road, Coventry, CV1 2WT and to You using the details supplied in the *Account Application Process*. In the event of termination of this Learner Agreement, You shall:

- (a) cease having Access to the PLR;
- (b) stop using the PLR with immediate effect and not use the service at any point of termination is notified to You.;
- (c) securely destroy any information sourced from the PLR; and

For the avoidance of doubt, Access by Authorised Users to the PLR shall terminate immediately upon termination of this Learner Agreement.

You may appeal any decision of the LSC by following our corporate procedures.

Details may be found by accessing the following link

<http://www.lsc.gov.uk/ComplaintsProcedure.htm>

9. Force Majeure

Neither party shall be liable for any delay or failure to meet its obligations under this agreement due to any cause outside of its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire.

10. Miscellaneous

The LSC is not required to provide any additional support or further information in respect of the PLR.

For the avoidance of doubt, the LSC may take whatever action it reasonably deems necessary if it suspects or detects that You, any Authorised User or Learners are involved jointly or severally in any fraudulent activity of any sort or are in breach of the terms of this agreement, or any other law or enactment, in any way whatsoever relating to the PLR. Such action may include suspending Your Access to the PLR and / or terminating this Learner Agreement.

Neither party to this Learner 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 Learner Agreement due to an event which is beyond the reasonable control of that party. No waiver by a party of any breach of this Learner Agreement shall operate as a waiver of any subsequent or continuing breach.

If any provision of this Learner 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 Learner Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. A person who is not a party to this Learner 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 Learner Agreement.

Save for any representation made fraudulently, this Learner Agreement constitutes the entire agreement between the parties relating to the subject matter of this Learner 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 Learner Agreement.

This Learner 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.

Your signature to this document or acceptance of the conditions of use statement use during the log on process to the PLR, indicates that You agree to and accept the terms and conditions of this Agreement.