

USER Agreement (for Employees of a registered organisation)

As an Organisational user of the LRS we (the Skills Funding Agency) require you to accept the following conditions which explain your obligations as an organisational user. Users who do not accept the following conditions of use will not be granted access.

Please read the following conditions of use carefully before using LRS.

Your Responsibilities

Account and password maintenance

1. You may not allow anyone else to use your User Name, and password to access LRS. User Names are individually allocated and all system activity is logged against the User Name used to initiate it. Every User is held accountable for any action taken in their name.
2. Passwords must be generated by you in a manner that makes them difficult for an unauthorised person to guess.
3. Passwords must be changed frequently to assist in ensuring that the confidentiality of the password continues to be maintained.
4. You must never divulge your password to any other person. Do not write it down in any form or any location that might identify its purpose or significance.
5. You must change your password immediately if you suspect it has been compromised.
6. You are fully responsible for all activities associated with your username and password. You must access the LRS only with a valid and authorised User Name and Password, and only for a valid business reason. Any other attempt to access the LRS may be considered a security incident, and may lead to action being taken against you under the Computer Misuse Act 1990.
7. You will make sure you sign out from your account at the end of each session.
8. You must use the user account solely for the purpose for which it was issued by your organisation.
9. Passwords (or PIN Numbers) must not be stored in a function key, in logon screens or a telephone memory. Passwords shall not be stored in a PDA, unless in an encrypted form.
10. You agree to promptly provide your organisation's LRS user administration staff with information (including personal information) as requested for the purposes of creating, facilitating the creation of and maintaining your User account and to ensure that such information is true and accurate and up to date in all respects at the time it is provided and for the duration of your User account.
11. You are prohibited from violating or attempting to violate the security of the web site, including accessing data not intended for such User or logging into an account which such User is not authorised to access, attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication.
12. You will adhere to the procedures laid down by your organisation in order to meet your organisation's obligations within the Organisation Agreement.

Workstation Security

- 1 Never leave your workstation unlocked and unattended. When leaving it for a short period of time, lock it using [Cntrl-Alt-Delete] followed by [Lock Computer]. If your workstation will be unused for any length of time, then log out of the system.
- 2 Ensure that, when accessing personal data on the LRS, your display screen is not being overlooked by unauthorised persons by siting it appropriately. This is to minimise the risk of 'shoulder surfing'.
- 3 Never attempt to make any modification to the functionality of the LRS, or attempt to install software or applications yourself. Software that is unauthorised by your Organisation and/or illegal software discovered on workstations used to access the LRS will be reported as a security breach.

- 4 Access to the LRS system should be via supported devices only.
- 5 Use the Internet and E-mail facilities appropriately by following any local guidance on acceptable use.
- 6 Remember that your workstation may contain information from the MIAP web pages which could be accessed by someone who uses your workstation. So make sure there is no risk of this before sharing your workstation with others.

Duty of Care for the Protection of LRS Information

1. The personal data stored on the MIAP database is considered under the Government Classification Scheme as 'PROTECT' the objectives are to:
 - Handle, use and transmit with care
 - Take basic precautions against accidental compromise, opportunist or deliberate attack
 - Dispose of sensibly by destroying in a manner to make reconstruction unlikely.
2. The marking PROTECT (PERSONAL) should be used to label data relating to one or a few individuals and PROTECT (PRIVATE) to label data which lists or contains information on many individuals. The appropriate descriptor (in brackets) should be used.
3. The LRS contains information, text, data, graphics and information about Learners (the "Information"). You are permitted to download, print, store temporarily, retrieve and display Information from the LRS on a computer screen, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk for internal use within your organisation.
4. You are not permitted (except where the Skills Funding Agency has given you express permission to do so or you are otherwise permitted to do so by law) to use, copy, disseminate or transmit in any other way any of the Information on the LRS.
5. You further agree not to use any Information on the LRS except to the extent necessary to enable you to use the LRS and the services provided through it. You shall not use the LRS for any immoral or illegal purpose. In particular you agree that you will not:
 - upload any files that contain any viruses, worms, Trojan Horses and other such destruction features ("Destructive Features"); or
 - in any way damage, disable or impair the operation of the LRS, or attempt to gain unauthorised access to the LRS or to network connected to it, by hacking, spoofing or other such similar means.
6. You should ensure that any personal data obtained from the LRS which you may wish to print or download is marked PROTECT and secured accordingly in a suitably locked cabinet when not in use.
7. You should limit distribution of documentation by using circulation lists.
8. You must encrypt zip files when sending these to us via e-mail or CD or other electronic media. Passwords must be communicated to us using a separate method of communication to the encrypted file, such as text, telephone or fax.
9. You should ensure that faxes that contain information from LRS are received by the intended recipient.
10. You must destroy personal data held on paper by shredding or placing it in an appropriate container for secure disposal.
11. Do not download data from LRS on to any other form of media without authorisation and having downloaded it remember to label it appropriately.
12. Do not give out personal data when using mobile phones in public places or on any phone where there is a high chance that you will be overheard by unauthorised people.
13. You must treat all personal information within the LRS as if it is marked as PROTECT (PRIVATE) and only show it to others that are authorised to see it.
14. You will endeavour to ensure that all information provided to LRS is accurate.
15. You will inform your organisation's LRS user administration staff immediately of any breaches of security.
16. You have read the guidelines for using LRS and have received adequate training in the use of LRS as required by your organisation in order to satisfy the Organisation Agreement.

Additional Conditions for Organisation Super Users

If you are a nominated Super User for your organisation then you will have the ability to create other User Accounts within your organisation. As such, there are additional obligations upon you. Specifically:

- 1 Immediately withdraw access rights from staff who leave or no longer need access to the LRS system, and do not transfer them to another individual;
- 2 Ensure you have authorisation in writing for new user requests and that the required role is identified and that there is no conflict between roles;
- 3 Remind individuals of their security responsibilities periodically and monitor adherence to the procedures given in this document by carrying out spot checks periodically;
- 4 Take heed of any security advice given by the Skills Funding Agency;
- 5 If authorising working from home ensure that the individual has guidance on how to protect data at home, which includes ensuring that equipment is transferred and stored securely and that information is not made available to anyone living or visiting the home;
- 6 Ensure that any laptops used for access to the LRS are BIOS password enabled and contain access control software in place with suitable storage (such as data encryption) if personal data is to be stored on it.

Additional Instructions for Data Query Users/ Data Analysts

- 1 Take care of your SecurID Token and do not allow anyone else to use it.
- 2 Do not divulge your SecurID PIN to anyone.
- 3 Label any reports which contain personal data at top and bottom of the page with the PROTECT marking and ensure it is stored appropriately.
- 4 Report the loss or theft of your SecurID token immediately to the MIAP Help Desk.

Skills Funding Agency Responsibilities and Liabilities

1. The Skills Funding Agency does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the LRS or any of the Information. The Skills Funding Agency has tried to ensure that all the Information provided on the LRS is correct at the time of publication. However no responsibility is accepted by or on behalf of the Skills Funding Agency for any errors, omissions, or inaccurate Information on the LRS. Further, the Skills Funding Agency does not warrant that the LRS will be uninterrupted or error free or that any defects will be corrected.
2. Although the Skills Funding Agency attempts to ensure that the Information contained on the LRS is accurate and up-to-date, We accept no liability for the results of any action taken on the basis of the Information it contains and all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Conditions of Use to the extent that they may be excluded as a matter of law.
3. Whilst the Skills Funding Agency uses reasonable endeavours to protect the LRS from Destructive Features, We do not warrant that the LRS is free from such Destructive Features and accept no liability for any damage that may result from the transmission of any Destructive Features via the LRS or via any files which are available for you to download from the LRS. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
4. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the LRS or any service made available through it and that it is compatible with the LRS.
5. 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 LRS.
6. Except as is otherwise indicated on the LRS, the Skills Funding Agency and/or its licensors own the copyright in all the Information featured on the LRS and all related intellectual property rights, including but not limited to all

database rights, unregistered and registered trade marks and logos. Nothing on the LRS is intended to grant, by implication or otherwise, any licence or right under any patent, trademark or other intellectual property owned by the Skills Funding Agency or any licensor or third party.

7. We may suspend, restrict, impose conditions of use to or cancel your User account for any reason whatsoever without notice, including as a result of you breaching these Conditions of Use, using your User account to attempt to access services which you know or should reasonably be aware that you are not entitled to access.

8. We have the right but not the obligation to monitor your activities and edit or remove any content added to LRS

9. We have the right to report your activities to your organisation's user administration staff.

10. We will report any planned deviations from the operating hours and levels of service to your Organisation's LRS primary contact.

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General

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