An invitation to join the Qualifications and Credit Framework Transition Service Layer

Version 1.1

June 2009
QCF Transition Service Layer Pack for Awarding Organisations
Further information
For further information please contact the appropriate Learning and Skills Council office. Contact details for each office can be found on the LSC website: www.lsc.gov.uk

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Qualifications and Credit Framework - Inviting you to take part

The LSC is inviting you to take part in the Qualifications and Credit Framework (QCF) Transition Service Layer. The LSC is responsible for implementing the QCF across the learning and skills sector. The Service Layer is central to the successful implementation of the QCF, supporting the accumulation and transfer of credit (achievement). The Service Layer will support you in the accumulation and transfer of achievement data recorded as credit in the QCF. It is the first stage in providing the technology support for a qualifications system that gives learners an improved learning and training experience, and employers' greater responsiveness through increased flexibility and engagement.

This pack explains the QCF in more detail. It sets out; how the Transition Service Layer will operate, what it means for you, the service we will provide, and how the Learning and Skills Council (LSC) commits to support you through each stage of using the service.

All of the documents you need to agree to take part in the Transition Service are enclosed along with contact details should you have any questions that this pack does not answer.

By taking part in the Transition Service, you will have the opportunity to work closely with the LSC in shaping the Qualifications and Credit Framework Service Layer, so that the service is designed and developed to meet your requirements and to work alongside your existing systems.

I look forward to working with you over the coming months as we use and refine the Transition Service Layer and develop the fully functional Strategic Service.

Yours sincerely

DAVID CRAGG
TRANSITION DIRECTOR SKILLS FUNDING AGENCY
0121 345 4544
david.cragg@lsc.gov.uk
How to use this pack

The pack contains all of the explanatory and supporting documents you will need to sign up to the Transition Service Layer.

The main document is 26 pages long with 5 sections and one Annex on page 27.

If you are very familiar with QCF you may not need to re-read the context set out in the main document, and can instead read the Service Charter in Section 4 and the Awarding Organisation Agreement in Annex 1.

To take part in the QCF Transition Service you need to sign, date and return both copies of the Awarding Organisation Agreement in Annex 1 on page 27.

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Section 1

The QCF Transition Service Layer - introduction

The QCF is intended to be a simple and rational organising structure for units and qualifications, capable of supporting the accumulation and transfer of credit (the award made to the learner in recognition of achievement), alongside qualification achievement. Overtime, the QCF will replace the current qualifications system in England and Northern Ireland (the National Qualifications Framework) and become a pillar of the Credit and Qualifications Framework in Wales. The QCF will provide an improved learning and training offer and experience for learners and be more responsive for employers, through increased flexibility and engagement. The QCF applies to both public and non-public funded learning.

The Service Layer supports the transfer of learner achievement data in the form of credit for those learners, providers and Awarding Organisations using the QCF and is central to the Qualifications and Credit Framework delivery model.

The QCF has been open for business as a nationally regulated framework for post 19 learners since August 2008. This was at the end of two-years of test and trials with Awarding Organisations that ran from August 2006 - 2008. As part of the government’s announcement in November 2008 that the QCF was to be implemented by 2010, the LSC was given responsibility for delivering the QCF service with responsibility transferring from the Qualifications and Curriculum Authority (QCA) to the LSC in April 2009.

The QCF Transition Service Layer is the first stage in the technology that is necessary to support a qualifications and credit system with more flexible routes for learners to gain units and qualifications and greater responsiveness for employers. This initial service went live on April 24th 2009, it will have two functionality updates and lead to a Strategic Service with additional and scalable functionality that will be available in September 2010.
The timeline and milestones for delivery are as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Milestone</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transition Service</td>
<td>Development</td>
<td>1. Release one: Transition solution goes live with a web portal that allows accredited Awarding Organisations to submit files of QCF achievement data via overnight batch processing. Also provides a Credit Transfer (CT) query that allows Awarding Organisations to check, by individual ULN, the achievement history of learners to whom they have previously made an award.</td>
</tr>
<tr>
<td></td>
<td>Enhancement</td>
<td>2. Release two: Awarding Organisations will be able to use Applications Programming Interface (API) for data submission. Providers will be able to view achievement data for their learners. There will be mediated access for learners via providers.</td>
</tr>
<tr>
<td></td>
<td>Requirements Definition</td>
<td>3. Release three: The service will provide functionality for an API-based CT query. Additional functionality will build on user experience from releases one and two.</td>
</tr>
<tr>
<td></td>
<td>Operational Running of Transition Service</td>
<td>4. The transition service will be live.</td>
</tr>
<tr>
<td>Strategic Service</td>
<td>Procurement</td>
<td>5. Procurement of the strategic solution commences.</td>
</tr>
<tr>
<td></td>
<td>Requirement</td>
<td>6. The full set of requirements for the strategic solution are agreed and signed off.</td>
</tr>
<tr>
<td></td>
<td>Build &amp; Go Live</td>
<td>7. A supplier for the strategic solution is appointed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9. The strategic solution goes live, cutting over from the transition service and providing full functionality as per the previously defined requirements.</td>
</tr>
</tbody>
</table>

**Why are we implementing it now?**

There is a desire to support credit accumulation and transfer as soon as possible. Credit accumulation is the process of putting together a combination of credits to meet the achievement requirements of a qualification. Credit transfer is the process of using credit(s) awarded in the context of one qualification towards the achievement requirements of another qualification. There is also a need to deliver a robust and scalable service with full functionality, which will take time to design. With this in mind, we have launched a Transition Service to support credit accumulation and transfer in the short to medium term, from April 2009. At the same time we will build on the Transition Service functionality to design and deliver a scalable Strategic Service for the long term. Learning and feedback from Awarding Organisations using the QCF Transition Service will be incorporated into the design of this Strategic Service.

We want to be able to support learners in accumulating achievement through credit as soon as possible. The Service Layer is looking to support the everyday accumulation of learner achievement through the accumulation and transfer of credit, leading to full qualifications. Alongside the Service Layer, government bodies in England, Wales and Northern Ireland are looking at the wider implementation of the QCF across the learning and skills system. In England, as part of the LSC’s remit to implement the QCF across planning, funding, performance and delivery systems, government funding is being used to support unit delivery both within the Adult Learner-Responsive Model and within the Train to Gain Flexibilities and SME Offer. This means there will start to be a number of people who will have achieved units who may wish to use them as a basis for undertaking further study.

To ensure that learners have a robust record in their QCF journey we need to work with you to make sure we have an authoritative source of learner data.
Section 2

What does the Transition Service mean for you?

The benefits of taking part
There is no charge to take part in the Transition Service and we will provide you with free support to help you use the service. Our ultimate objective is to provide a free service to learners. Taking part in the Transition Service gives you the opportunity to work with the LSC to develop and enhance the capability of the QCF Transition Service, and to provide your input and requirements into the design and delivery of the Strategic Service. By working with us early you can influence the development of the Service Layer to make sure it is compatible with your existing infrastructure to minimise disruption and the need for investment.

The real advantage of taking part in the Transition Service now is that you will be able to work with us to let us know what systems and infrastructure needs you have and how the new service will impact you. By working collaboratively we can develop the system to meet your requirements and to minimise the need for you to invest in additional infrastructure. We will provide you with the support that you need based on our discussions with you.

Using the QCF Transition Service will also give you the opportunity to take part in the governance discussions to agree how data is managed and held throughout the QCF Transition Service and longer term, in the Strategic Service.

To take part in the service you will need:
- To be recognised by Ofqual to operate in the QCF (this applies to both full recognition, but also to those organisations currently operating in the QCF and going through the process of applying for full recognition)
- Collect the mandatory data fields, including a Unique Learner Number (ULN), explained in Schedule 2 of the Awarding Organisation Agreement, in Annex 1 of this pack
- To be able to upload data in the format set out in the Service Charter in Section 4 of this pack.

If you do not currently store your data in this way we can work with you to help you prepare your data so that you can take part in the Transition Service.

Answering your questions and concerns
We have received feedback from some Awarding Organisations about the Transition Service to date, raising specific questions or concerns about the Service. Below are our responses to these specific points raised.

1. What happens if we already have the internal systems to support Credit Transfer?
   We recognise that some Awarding Organisations have internal systems that are able to support Credit Transfer currently. To fully realise the benefits of the QCF for both learners and providers across England, Wales and Northern Ireland, we are working to encourage greater numbers of learners to understand the benefits of and undertake unit level learning, and for providers to offer more flexible delivery. To do this we need to ensure that the infrastructure is in place to support the development of a market for credit accumulation and transfer, the development of the QCF Transition Service is the first step to achieve this.

2. If we do not recognise the UKPRN, can we use the Transition Service?
   We appreciate that the UKPRN is not recognised by a number of Awarding Organisations which is why it is not a mandatory requirement for the Transition Service. The Transition Service will undertake centre mapping to UKPRN in order to
support its own business processes. In the mean time the Strategic Service is looking into strategies for providing universal centre identifiers.

3. **Can we supply data through the Applications Programme Interface (API)?**
   We recognise that while many Awarding Organisations are able and interested in supplying data in the current formats required, the absence of the API will prevent some Awarding Organisations from participating as this is their preferred data transfer method and we are working to address this. We are developing alternative methods for data submission to ensure that all awarding organisations that wish to participate in the Transition Service can find a method that supports their particular business processes.

4. **Will the QCF Service desk operate 24 hours?**
   The service desk will be staffed by QCF Transition Service technical experts and will be open Monday to Friday 8am –6pm (excluding English public holidays). This is a free service and these hours should be able to answer the majority of calls. However, if you require an out of hour’s service, we will work with you to understand your intended usage patterns for data submission to plan for your requirements.

5. **Why are the deadlines for data transfer only 10 days?**
   A 10 day turn around time is a compromise between the need for rapid submission of data to support effective transfer of units and a reasonable delay to allow the files to be collated and submitted. It was proposed as it aligns to the process Awarding Organisations are familiar with through the Diploma Aggregation Service (DAS).
Section 3

Managing your data

To take part in the Transition Service, we recognise that you need to trust the upload and storage of data so that you are confident it is secure and the data you can view on the QCF Transition Service is reliable. The table below explains the data safeguards we have in place to make sure that your data is secure and that data stored by other Awarding Organisations is reliable. It also sets out your role in owning and uploading your data.

<table>
<thead>
<tr>
<th>Awarding Organisations</th>
<th>LSC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Who has ownership of the data?</strong></td>
<td></td>
</tr>
<tr>
<td>You retain ownership and control of the data you provide to the QCF Transition Service.</td>
<td>We will securely hold a copy of the data you provide and will not make any changes to this copy.</td>
</tr>
<tr>
<td>You are responsible for the accuracy of data you provide to the QCF Transition Service. Where the data you provided to The Service is defective in some way, you will provide the data again for inclusion in The Service.</td>
<td>We will have responsibility for ensuring that the received data is stored securely and not corrupted within the QCF Transition Service and will provide mechanisms for raising and resolving data quality issues though individual data challenge and through incident management via QCF Service Desk.</td>
</tr>
<tr>
<td>You will need to promptly notify the LSC QCF Service Desk should you become aware of any inaccurate data and will be required to correct the data at source and re-submit it.</td>
<td>We will undertake basic validation of the data we receive. We will work with you to continually improve validation and data quality metrics to give you confidence in submitting your data and viewing data submitted from other Awarding Organisations.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>How will data be securely uploaded and stored?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your nominated administrator (s) will be fully authenticated before being given access to the secure LSC gateway service to upload your data.</td>
</tr>
<tr>
<td>You can nominate at least one 'admin' user who will be capable of using the QCF system but will also be able to create additional 'standard users'.</td>
</tr>
<tr>
<td>You will ensure that only appropriate</td>
</tr>
</tbody>
</table>

You will ensure that only appropriate

The LSC conforms to all standard
representatives access the service. | government security and data protection guidance and has been through the risk management accreditation document set process.

**What data can I upload and how?**

<table>
<thead>
<tr>
<th>You will be able to provide data relating to the qualifications and unit achievements of individual Learners.</th>
<th>We will provide you with the ability to query learner achievement data to support credit transfer. We will also provide you with reporting on the success or failure of achievement data file uploads.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initially the QCF Transition Service will enable awarding organisations to provide achievement data in flat files through a web based portal using csv or xml formats. This is a two step process whereby files are initially transferred to LSC and are then queued for validation and upload to the database. Notifications of successful upload or validation errors will be notified by email. As part of a subsequent enhancement to the system, a web services API will be developed to support automated submission of data.</td>
<td>We will work with you to develop alternative methods for data submission to ensure that participants can find a method that supports their particular business processes.</td>
</tr>
</tbody>
</table>

**What happens if data is lost?**

| In the event of any loss of Awarding Organisation data by LSC, we will promptly contact the affected Awarding Organisation to discuss and agree any necessary remedial measures. |

**How is Awarding Organisation data used and shared on the service?**

| You will be able to selectively view achievement data uploaded by another Awarding Organisation in order to support credit transfer activities for the award of qualifications. This query will only be available to Awarding Organisations and require the following to be entered: • A ULN • Date of birth • Unit reference number. The Awarding Organisation must then check | Once you have uploaded your data, we will carry out validation checks and notify you that the upload has been successful. Whilst initially the query will be based on individual ULNs, we will develop a bulk query interface for a subsequent release. |
that any achievements identified are validated against the rules of combination held by the AO.

### How is data governed?

<table>
<thead>
<tr>
<th><strong>By taking part in the Transition Service your views on how data should be governed will be factored into the Transition Service and into the design and development of the Strategic Service.</strong></th>
<th><strong>We have set up an LSC Awarding Organisation Advisory Group(^1) and a Technical Sub Group to agree and determine the ongoing data governance. The group is made up of representative AOs, chaired by a representative from the Federation of Awarding Bodies (FAB) and Joint Council for General Qualifications (JCQ). The Advisory Group and Technical Sub Group: Will seek to highlight, discuss and recommend options for resolution of any issues likely to hinder implementation of the QCF, providing a forum to develop joint solutions.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>You will need to include the Fair Processing Notice (FPN) and standard fair processing text in every interaction with a learner and a provider.</strong></td>
<td><strong>Is intended to provide a forum for Awarding Organisations to be engaged at the start of strategic development across appropriate aspects of LSC QCF implementation where it directly relates to the AO agenda. Will provide a feedback mechanism to the wider Awarding Organisation community about LSC priorities in implementing QCF, including Service Layer developments and their likely impact, and equally, it will provide LSC with relevant feedback from Awarding Organisations.</strong></td>
</tr>
</tbody>
</table>

### More information
- Further details can be found in the Service Charter in Section 4.
- The full terms and conditions explaining how data will be handled and managed are explained in the Awarding Organisations Agreement in Annex 1.

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\(^1\) **Awarding Organisation Advisory Group**

Further details about the Awarding Organisation Advisory Group can be obtained by consulting with the Joint Council for Qualifications (JCQ) and/or the Federation of Awarding Bodies (FAB)
Section 4

What service will the LSC provide you?

We will provide you with support based on discussion with you and guidance to help you sign up to the Transition Service, prepare your data for upload and answer any questions you may have when using the service. We will give you a step-by-step user guide for your administrators and access to the QCF technical experts via the QCF Service desk.

The QCF Service Layer - Service Charter in this section sets out the levels of service we will provide you to ensure that the QCF Transition Service levels are of a consistently high quality to meet you requirements.
SERVICE DESCRIPTION

This Service Charter sets out the levels of service that will be delivered by the Learning and Skills Council (LSC) in support of Awarding Organisations, Learning Providers and Careers Information and Advice practitioners in order to operate the QCF Service Layer of the Qualifications and Credit Framework (QCF). The QCF Transition Service Layer will run from April 2009 to September 2010 at which point the Transition Service will be superseded by the Strategic Solution.

The Service Layer of the QCF business operating model was set out in the QCF final business case that was presented to the United Kingdom Vocational Qualifications Reform Board (UKVQRPB) and signed off by ministers in October 2008 and in the feasibility and impact assessment report produced by the LSC. The QCF Service Layer is principally responsible for bringing together unit and qualification achievement data for the purposes of supporting Credit Transfer (CT) and providing Careers Information and Advice.
1 SCOPE OF THE SERVICE CHARTER

1.1 The scope of the Service Charter is described in the QCF Service Layer - Business Service Catalogue attached to this Service Charter.

2 SERVICE LEVEL OBJECTIVES

2.1 To provide a stable and secure platform for the submission of QCF achievement data by Awarding Organisations.

2.2 Ensure that the service levels of the QCF Service Layer are of a consistently high quality to meet the requirements of Awarding Organisations to support them in their decision as to whether to award claims for qualifications that require CT.

2.3 Ensure that the service can be used to support Providers approved by an Awarding Body that are recognised to operate in the QCF or publicly funded Careers Information and Advice practitioners.

2.4 Ensure that the service levels detailed within this document are compatible with the "Regulatory arrangements for the Qualifications and Credit Framework".

3 SERVICE AVAILABILITY

3.1 The specified operational hours will be: Monday to Friday 8am – 6pm (excluding English public holidays).

3.2 It is expected that the service will be available for use outside of the specified operational hours however; LSC makes no commitment to the levels of service available outside the specified operational hours.

3.3 During the operational period the services will be available for 99% of the time. Service availability does not relate to performance, so if an application or service is performing outside of requirements then this does not count as unavailability. Only when an application or service is declared unavailable (through an appropriate incident) does the unavailability event begin.

Availability is calculated as: \[
\text{Up time} - \text{down time for priority 1 incidents} \div \text{Total time}
\]

Total time is calculated based upon the hours of operation.

4 MAINTENANCE

4.1 LSC shall maintain the QCF Service Layer in accordance with the Maintenance Schedule that will be agreed with its supplier.

4.2 The Maintenance Schedule shall take account of the operational timetable for planned releases of upgrades and enhancements and planned maintenance schedules.

4.3 The Maintenance Schedule shall specify a process for categorising service issues depending on the seriousness of the issue. This in turn will determine the timescale in which an issue should be remedied.

4.4 The LSC shall carry out any necessary maintenance where it reasonably suspects that the Service Layer has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to
avoid (or where this is not possible, to minimise) disruption to the Service Layer.

4.5 **Planned Maintenance**

4.5.1 Planned maintenance refers to system changes that can be notified at least five days in advance.

4.5.2 LSC shall ensure that planned maintenance, including future further releases is undertaken outside the specified operational hours.

4.5.3 LSC will post information regarding scheduled downtimes on the service web pages at least five working days in advance.

4.5.4 When LSC wishes to carry out planned maintenance to the QCF Service Layer, it shall ensure that the timing of the planned maintenance is in accordance with the requirements of the Maintenance Schedule.

4.6 **Unplanned Maintenance**

4.6.1 Unplanned maintenance refers to high priority systems issues where at least 24 hours notice of system unavailability can be given, but the fix must take place within five days (hence it cannot be planned maintenance).

4.6.2 LSC will endeavour to complete unplanned maintenance outside the specified operational hours, however this cannot be guaranteed.

4.6.3 LSC will post information regarding unplanned maintenance and the expected downtimes on the service web pages. A holding page to notify users that the service is unavailable will be posted whilst maintenance is taking place.

4.7 **Emergency Maintenance**

4.7.1 Emergency maintenance refers to the highest priority systems issues where the fix must take place within 24 hours.

4.7.2 LSC will endeavour to complete emergency maintenance outside the specified operational hours, however the nature of such issues means that system availability is highly likely to be affected.

4.7.3 LSC will post information regarding unscheduled downtimes on the service page to notify users that the service is currently unavailable. LSC will endeavour to provide awarding organisations with some notice that the service will be unavailable but this cannot be guaranteed.

4.7.4 When service is resumed after emergency maintenance, LSC will post information regarding the reasons for the unscheduled downtime on the service web pages.

5 **Service hours and response times**

5.1 Support for QCF Service Layer will be provided between 8am to 6pm, Monday to Friday (excluding English public holidays and statutory closure days).

5.2 Special conditions for exceptions and procedures for requesting service extensions should be made by contacting the QCF Service Desk. The procedure for requesting permanent changes to service hours is done by contacting the QCF Service Manager.

5.3 Response times will depend upon the priority of the issue raised. We do not offer a support service outside of the service hours stated above.
<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Definition</th>
<th>Response Time</th>
<th>Fix Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>Critical business application is unavailable to the majority of users (&gt;75%)</td>
<td>40 minutes</td>
<td>one working day</td>
</tr>
<tr>
<td>Priority 2</td>
<td>One or more users are unable to carry out critical business processes</td>
<td>90 minutes</td>
<td>two working days</td>
</tr>
<tr>
<td>Priority 3</td>
<td>More than one user is unable to perform a routine function within the system. No critical business processes affected. System is still usable.</td>
<td>120 minutes</td>
<td>five working days</td>
</tr>
<tr>
<td>Priority 4</td>
<td>One user is unable to perform a routine function within the system. No critical business processes affected. System is still usable. Minor or cosmetic problem with functionality. User is asking for information or guidance.</td>
<td>120 minutes</td>
<td>fifteen working days</td>
</tr>
<tr>
<td>Additional Requests</td>
<td>Requests for services in addition to those included in the Service Charter</td>
<td>1 day</td>
<td>by negotiation with the Service Manager</td>
</tr>
</tbody>
</table>

6 CONTACT POINTS AND ESCALATION

The main contact point is the QCF Service Desk:

Tel: 0870 2670054  
Email: qcfservicedesk@lsc.gov.uk

The first point of escalation is the Service Manager:

Tel: 02476 826478  
Email: qcfservicemanager@lsc.gov.uk

Correspondence Address:  
QCF Service Support  
Learning and Skills Council  
Cheylesmore House  
Quinton Road  
Coventry  
CV1 2WT
7 SERVICE PERFORMANCE

File transfer of the achievement data file to the QCF Transition Service Layer
The performance (duration) of the file transfer depends on two factors:
- Connection of the Awarding Organisations network to the internet
- File Size

Typical transfer times are shown below

<table>
<thead>
<tr>
<th>Transfer (minutes)</th>
<th>ADSL (128 kbps)</th>
<th>Cable (256 kbps)</th>
<th>Cable (512 kbps)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 MB</td>
<td>6</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>10 MB</td>
<td>12</td>
<td>6</td>
<td>3</td>
</tr>
</tbody>
</table>

Guidance
- During the transfer of data the a status bar will advise you of progress
- If the transfer is taking over 30 minutes please contact the QCF Service Desk

Load (validation and loading) of achievement data into the QCF database
The performance (duration) of the load depends primarily on:
- Number of achievement records per data file (recommended maximum 5000 records)
- Number of files submitted by all Awarding Organisations

Guidance
- The load is a four stage process
  - An Awarding Organisation submits a data file to QCF
  - The data file is then validated
  - If the data file contains any errors it will be rejected and an email notification will be sent to the submitting user
  - If the data file contains no errors it will be uploaded to the QCF database and an email confirmation will be sent to the submitting user

Data files of a smaller size will be processed more quickly
We will endeavour to process data files shortly after they are transferred from the Awarding Organisation. If your data file has not been processed by the beginning of the next business day please contact the QCF Service Desk
Information regarding issues or non-availability of the QCF system will be published on the LSC website

8 FUNCTIONALITY

The functionality offered by the QCF Service Layer Transition Service is:
- Credit accumulation service
- Credit transfer service
- View learner record
- Learner data availability

9 CHANGE MANAGEMENT
9.1 A change to service can be driven by new customer requirements or necessary system changes. The QCF Service Layer will manage any changes using its change management process. Revisions will be discussed and agreed between the LSC and the Awarding Organisation Advisory Group and Technical Sub Group.

10 SERVICE CONTINUITY

10.1 QCF Transition Service Layer continuity plans and disaster recovery policy are in accordance with the LSC standards.

11 SECURITY

11.1 The QCF Transition Service Layer has adopted the LSC’s Information Security Policy which covers the protection of all forms of LSC information to ensure its confidentiality, integrity, availability as well as its storage and usage in compliance with relevant legislation. This policy applies to all colleagues working for the LSC and provides a framework within which roles and responsibilities are defined.

11.2 This policy applies to all information held by the LSC including:

- All data and information (stored on electronic media) held by, or on behalf of LSC.
- Printed hard copies of such data and information.
- Hand-written records retained as evidence of an action or event.
- Applications and software used by or for the LSC.
- All the LSC’s IT hardware, including file servers, personnel computers (workstations) and portable computers including blackberries and mobile telephones. All terminal devices (for example modems), communications lines and associated equipment on LSC premises or connected to LSC systems.

12 DATA ACCEPTANCE POLICY

12.1 The Service layer will enable awarding organisations to provide their achievement data in the following formats:

12.2 Bulk or individual upload through a web based portal (using csv or xml file formats); or

12.3 Bulk or individual upload through a web services Applications Programme Interface (API)

13 ACHIEVEMENT DATA REPORTING REQUIREMENTS

13.1 For the facilitation of award using CT and to assist in the Careers Information and Advice provided to learner’s, the achievement data must be as up to date and as relevant as possible. To facilitate this awarding organisations are required to submit unit and qualification achievement data no later than 10 business days after the date that the award was made.
13.2 In the event that operational hours are lost because the service is unavailable for a significant amount of time during the 10 day period, an awarding organisation will be granted relief.

13.3 Operational time losses can only be the result of unscheduled downtime, unplanned maintenance or emergency maintenance.

14 VALIDATING AND PROCESSING DATA FILES

14.1 Once an Awarding Organisation has successfully transferred a data file, processing will commence and be completed by the start of the next business day. After completion an email notification will be sent to the submitting user.

15 DATA QUALITY

15.1 Paragraph 5.12d of the QCF regulations requires that all awarding organisations submit achievement data for those learners with a Unique Learner Number (ULN) to a learner record to support CT. Awarding organisations are therefore expected to submit a copy of their achievement data to the QCF Service Layer. This should be provided in accordance with the interface specification http://qfr.lsc.gov.uk/qcfsil/publications/technical/

15.2 LSC shall implement basic data validation in the Service Layer at the point of upload/entry. It is not possible to verify the accuracy of achievement data at this point and therefore these validations will be necessarily limited in scope and will only identify the most obvious errors such as the validity of the ULN and the unit or qualification codes.

15.3 The accuracy of the achievement data remains the responsibility of the Awarding Organisation. The LSC would only accept responsibility for errors when they arise as a result of a spurious manipulation of the data within the Service layer. It is therefore the responsibility of the awarding organisation to reassure them that the submitted achievement data relating to their organisation is accurate and correct. Additionally it is also the responsibility of the awarding organisation to reassure itself that any data provided by the Service Layer for the purposes of providing evidence to assist in an award of a qualification that requires credit transfer is also accurate and correct.

16 MONITORING AND REPORTING

16.1 LSC will be responsible for monitoring the services delivered in the Service Layer of the QCF Transitional Service against the relevant service levels in the Service Charter.

16.2 LSC shall monitor Awarding Organisations performance with the services provided associated with the timely submission of data. Ofqual will have access to reports on timeliness and data quality.

17 GLOSSARY
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accreditation layer</td>
<td>The portion of QCF for which Ofqual has responsibility.</td>
</tr>
<tr>
<td>Achievement data</td>
<td>Information about QCF Units and Qualifications achieved by Learners.</td>
</tr>
<tr>
<td>CT</td>
<td>Credit Transfer – The process of using a credit or credits awarded in the context of one qualification towards the achievement requirements of another qualification.</td>
</tr>
<tr>
<td>Service Layer</td>
<td>The portion of the QCF service for which LSC has responsibility.</td>
</tr>
</tbody>
</table>

### 18 AMENDMENTS

The following amendments have been made to Service Charter since it was implemented on 24 April 2009.

<table>
<thead>
<tr>
<th>Version Number</th>
<th>Date</th>
<th>Description of Change</th>
<th>Change Approved by</th>
</tr>
</thead>
<tbody>
<tr>
<td>V1.1</td>
<td>10/06/09</td>
<td>Amendments in respect of Release 2 functionality</td>
<td>Paul Stonier.</td>
</tr>
</tbody>
</table>
# QCF Service Layer

## Business Service Catalogue v1.1

**09th June 2009**

<table>
<thead>
<tr>
<th>Ref</th>
<th>Service name</th>
<th>Service Description</th>
<th>Service specification</th>
<th>Frequency</th>
<th>Customer</th>
<th>Service Owner</th>
<th>Service Manager</th>
<th>Date Recorded</th>
<th>Date last updated</th>
</tr>
</thead>
</table>
| QCF 01 | Credit accumulation service | Ability to upload learner achievement data to support credit accumulation. Service available from April 2009. | - Webservice/API upload with max 5000 records transfer June 2009  
<p>| QCF 02 | Credit transfer service | Ability to query learner achievement data to support credit transfer. Service available from April 2009. | Search / validate – HTML or PDF | As required | Awarding Organisations | Capgemini Development Team. Escalation to Tim Barrett. | Paul Stonier | 24 April 2009 | 24 April 2009 |
| QCF 03 | Development support services | Advice and guidance to help Awarding Organisations develop their interface files. Service available from April 2009. | Webservice/API | As required | Awarding Organisations | Capgemini Development Team. Escalation to Tim Barrett. | Paul Stonier | 24 April 2009 | 30 June 2009 |</p>
<table>
<thead>
<tr>
<th>Ref</th>
<th>Service name</th>
<th>Service Description</th>
<th>Service specification</th>
<th>Frequency</th>
<th>Customer</th>
<th>Service Owner</th>
<th>Service Manager</th>
<th>Date Recorded</th>
<th>Date last updated</th>
</tr>
</thead>
<tbody>
<tr>
<td>QCF 04</td>
<td>Devolved security administration</td>
<td>Ability for Awarding Organisations and Providers to manage its own user's access to the Provider Gateway and QCF systems. Service available from April 2009.</td>
<td>Administration system</td>
<td>As required</td>
<td>Awarding Organisations Learning Providers</td>
<td>Capgemini Development Team. Escalation to Tim Barrett.</td>
<td>Paul Stonier</td>
<td>24 April 2009</td>
<td>30 June 2009</td>
</tr>
<tr>
<td>QCF 05</td>
<td>Notification service</td>
<td>Web portal and email communication of QCF service related information</td>
<td>Via Provider Gateway</td>
<td>As required</td>
<td>All QCF customers</td>
<td>Capgemini Development Team. Escalation to Tim Barrett.</td>
<td>Paul Stonier</td>
<td>24 April 2009</td>
<td>24 April 2009</td>
</tr>
<tr>
<td>Ref</td>
<td>Service name</td>
<td>Service Description</td>
<td>Service specification</td>
<td>Frequency</td>
<td>Customer</td>
<td>Service Owner</td>
<td>Service Manager</td>
<td>Date Recorded</td>
<td>Date last updated</td>
</tr>
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<td>----------------</td>
<td>---------------</td>
<td>------------------</td>
</tr>
</tbody>
</table>
| QCF 07 | View learner record | Ability to view a learner achievement record in order to provide learner advice and guidance. Service available from June 2009. | A Learner Record review requires these parameters:  
- ULN  
- Family Name  
- Date of Birth | As required | LSC Funded Learning Providers  
| QCF 08 | Learner data availability | Ability for a learner to request their data is made publicly available or unavailable. Service available from June 2009. | The service shall enable a 'publicly available' flag to be set or reset against a Learner’s learner record, by the QCF service desk | As required | Learners | Capgemini Development Team. Escalation to Tim Barrett. | Paul Stonier | 30 June 2009 | 30 June 2009 |
| QCF 09 | Learner data amendments | Ability to amend or withdraw learner achievement data an Awarding Organisation has previously submitted. Service available from August 2009. | The Awarding Organisation will be able to amend/correct learner data manually into the QCF system, in real-time on a Learner by Learner basis. | As required | Awarding Organisations | Capgemini Development Team. Escalation to Tim Barrett. | Paul Stonier | 30 June 2009 | 30 June 2009 |
Section 5

Taking part in the QCF Transition Service – next steps

To take part in the QCF Transition Service, Awarding Organisations will need to complete the activities set out in the diagram below. We commit to support you through preparing and uploading data and through the activities explained below. We are happy to meet with you and talk through any issues you have to help you take part in the service – completing the Readiness Questionnaire on the next page will help us understand the impact the Transition Service will have on you, so that we can work together to overcome any resource and systems issues.

<table>
<thead>
<tr>
<th>Awarding Organisation</th>
<th>LSC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Once you have read this pack, your CEO needs to sign and date both copies of the ‘Awarding Organisation Agreement’ and send them to the Service Manager, LSC, QCF, Cheylesmore House, Quinton Road, Coventry, CV1 2WT</td>
<td>2. David Cragg, Transitional Director Skills Funding Agency (or a delegated authority) will sign and date both copies. We will retain one for our records and send the other back to you. At the same time we will send the ‘Awarding Organisations QCF Access Request form’ and a user guide and interface specification.</td>
</tr>
<tr>
<td>3. Return via fax the ‘Awarding Organisations Access Request form’ with details of your nominated administrator(s) who will use the QCF Transition Service.</td>
<td>4. We give username and password details directly to each authorised user via email, so that they can access the Transition Service</td>
</tr>
<tr>
<td>5. Make sure that you use Fair Processing Notice and standard text in every interaction with learners and providers (further details are in Schedule 1 in the Awarding Organisation Agreement).</td>
<td>6. We will provide you with support to help you prepare your data for upload, including providing you with your Ofqual registration number if you do not know it. We send you a confirmation email when your data upload has been successful. We provide you with ongoing support through the QCF service desk.</td>
</tr>
</tbody>
</table>
Readiness Questionnaire

Completing the Readiness Questionnaire below will help us to understand the impact the Transition Service will have on your existing systems and ways of working. We will work with you to find ways of overcoming any infrastructure and resourcing issues you identify.

<table>
<thead>
<tr>
<th>Please tick the checklist boxes and provide details to the right if by taking part in the QCF Transition Service will you need to do any of the following...</th>
<th>Describe the impact on your organisation</th>
<th>Approximate cost implication</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Undergo any major system changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Make any significant changes to your existing business processes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Train or hire additional resource in order to use the service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Contact Ofqual to operate within the QCF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Undergo any other changes to the way you currently operate (Please provide details below)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Contacts and useful documents

<table>
<thead>
<tr>
<th>For QCF Service Layer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QCF Service Desk</strong></td>
</tr>
<tr>
<td>QCF Service Support</td>
</tr>
<tr>
<td>Learning and Skills Council</td>
</tr>
<tr>
<td>Cheylesmore House</td>
</tr>
<tr>
<td>Quinton Road</td>
</tr>
<tr>
<td>Coventry</td>
</tr>
<tr>
<td>CV1 2WT</td>
</tr>
<tr>
<td><a href="mailto:qcfservicedesk@lsc.gov.uk">qcfservicedesk@lsc.gov.uk</a></td>
</tr>
<tr>
<td>0870 267 0054</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>QCF Service Layer related documents</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://qfr.lsc.gov.uk/">http://qfr.lsc.gov.uk/</a></td>
</tr>
<tr>
<td>QFR &gt; QCF Service Layer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For QCF Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ofqual</strong></td>
</tr>
<tr>
<td><a href="http://www.ofqual.gov.uk">www.ofqual.gov.uk</a></td>
</tr>
<tr>
<td>Qualifications and examinations system &gt; Qualifications frameworks &gt; QCF</td>
</tr>
<tr>
<td><a href="http://www.qrsp.org.uk">www.qrsp.org.uk</a></td>
</tr>
<tr>
<td>Key Documents&gt; QCF and regulations</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For wider QCF implementation in England (including funding)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LSC</strong></td>
</tr>
<tr>
<td>Email questions to: <a href="mailto:cvh-qfr@lsc.gov.uk">cvh-qfr@lsc.gov.uk</a></td>
</tr>
<tr>
<td><a href="http://qfr.lsc.gov.uk/">http://qfr.lsc.gov.uk/</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For QCA Readiness</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>QCA</strong></td>
</tr>
<tr>
<td><a href="http://www.qca.org.uk">www.qca.org.uk</a></td>
</tr>
<tr>
<td>&gt; Find out more about the QCF</td>
</tr>
</tbody>
</table>
Annex 1

Awarding Organisation Agreement

This agreement sets out the terms and conditions of the Transition Service Layer and the schedules at the end of the agreement provide more information about; Fair Processing Notices and standard text, mandatory data information, an example of the Awarding Organisation Registration Form we will send you for you to nominate your QCF approved user and the Advisory Group Terms of Reference.

There are two copies enclosed, to use the Transition Service your CEO will need to sign and data both copies on pages 43 and 68 and send them to:
QCF Service Manager
Learning Skills Council
National Office
QCF Service Desk
Cheylesmore House
Quinton Road
Coventry CV1 2WT

David Cragg, Transition Director, Skills Funding Agency (or a delegated authority) will then sign and date both copies. We will retain one copy for our records and return the other copy to you.
Qualifications and Credit Framework (QCF) Awarding Organisation Agreement

Between
THE LEARNING AND SKILLS COUNCIL
and
Awarding Organisation Agreement

This Agreement is made on day of 20

Between the Learning and Skills Council, Cheylesmore House, Quinton Road, Coventry, CV1 2WT ("LSC", "We", "Us", "Our") and

The Awarding Organisation (as defined in section 2) ("You", "Your") on the following terms and conditions.

1 General

1.1 In consideration of the payment by You of £1 (receipt of which is hereby acknowledged) and Your compliance with Your obligations under this Agreement for use of the QCF Service Layer ("QCFSL"), the LSC shall provide to You the Interim Qualifications and Credit Framework Service Layer and grants You a limited non-exclusive non-transferable revocable licence to Access the QCFSL. By Accessing the QCFSL You agree to be bound by this Agreement. If You do not agree to this Agreement then You are not permitted to Access the QCFSL and should not attempt to do so.

1.2 This agreement covers services provided by the LSC for the benefit of Awarding Organisations, Providers and Learners so that:

1.2.1 You have a reliable source of information about Learner achievements as well as the ability to facilitate better risk management, prevent false claims of achievement and allow for statistical analysis; and

1.2.2 Learners receive a good quality, integrated and responsive service tracking the award of credits, units and qualifications.

1.3 The Parties acknowledge that the Transition Service is due to be replaced by the Strategic Service in 2010 and all functions and Data from the Transition Service shall be incorporated into the Strategic Service.

2 Definitions

2.1 The following definitions shall have the following meanings:
“Agreement” means this agreement between the LSC and You which includes the numbered Clauses together with the Schedules and any other documents which may be agreed in writing by the Parties as forming part of the Agreement;

“Access” means accessing, using, adding, modifying and updating applicable information in the QCFSL;

“Advisory Group” means the group set up to facilitate discussion and agreement on the Transition Service and Strategic Service which is comprised of appropriate representatives from the LSC and Awarding Organisations;

“Authorised User(s)” means authorised personnel within Your organisation who have standard access rights to the QCFSL;

“Awarding Organisation” means an organisation that has been recognised by a Regulator to operate as an awarding organisation within the Regulatory arrangements for the Qualifications and Credit Framework;

“Credit Transfer Query” means Your ability to check specific achievements for a Learner;

“Data” means credit, unit and qualifications achievement data including personal data (as defined under the DPA) about Learners;

“DPA” means the Data Protection Act 1998 (as amended);

“Fair Processing Notice” means the notice to be given to Learners about the use of their personal data on the QCFSL;

“FOIA” Means the Freedom of Information Act 2000 (as amended);

“Gateway” means the LSC’s online general security gateway portal;

“Gateway Agreement” means the agreement permitting access to the Gateway;

“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;
“Incident Response Group” means a temporary group of representatives from the Parties as described in Clause 11.2

“Learners” means individuals who are awarded units of learning or qualifications by an Awarding Organisation;

“Mandatory Information” means the data fields as further described in Schedule 2 and as modified by agreement with the Advisory Group;

“Party” and “Parties” means the LSC or You or both of us as the context of the Agreement may dictate;

“Permitted Purposes” means the purposes for using the Data as set out under this Agreement or as further agreed by Us;

“Provider(s)” means educational establishments providing training and teaching towards qualifications;

“Regulator(s)” means the Office of the Qualifications and Examination Regulator, 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;

“Sensitive Personal Data” means personal data (as defined under the DPA) about racial or ethnic origin, political opinions, religious beliefs, trade union membership, health, sexual life or commission or alleged commission of any offence;

“Service Desk” means the single LSC point of contact for problems or enquiries relating to use of the QCFSL (email: qcfservicedesk@lsc.gov.uk telephone: 0870 267 0054);

“Service Charter” means the document setting out the service levels upon which the LSC shall provide the Transition Service;

“Strategic Service” means the enhanced version of the Transition Service which shall include Learner access to the QCFSL due to be implemented during 2010;

“Super-User” means an Authorised User within Your organisation who shall have administrative rights to set up and manage additional Authorised Users;

“System” means Your secure computer network that is accessible only by Authorised Users;
“Third Party” means a person or organisation that is not a Party to the Agreement but is mentioned as a third party therein;

Transition Service Means those services as described in Clause 4.1

“ULN” means the Unique Learner Number, a unique number assigned to each Learner through Managing Information Across Partners.

2.2 In the event of any conflict or question of interpretation between the various parts of the Agreement the numbered Clauses will take priority over the Schedules or any other parts of the Agreement.

2.3 For the avoidance of doubt, should there be any conflict between this Agreement and the Gateway Agreement this Agreement shall take precedence.

3 Changes to this Agreement

The LSC reserves the right from time to time to change this Agreement in which case We will notify Your representative of any changes. Your continued use of the QCFSL following fourteen (14) days after notification of any changes to this Agreement shall constitute Your acceptance of such changes.

4 Our responsibilities

4.1 Once you have entered into this Agreement the LSC shall:

Issue You with the Awarding Organisation Registration Form as set out in Schedule 3;

Provide You with the means to Access the QCFSL through the Gateway; and

Provide You with help and support for Your use of the QCFSL in accordance with the Service Charter.

(together, the “Transition Service”).

4.2 In providing You with the Transition Service, We shall use Our reasonable efforts to ensure that Data is not corrupted and is held securely. However, We shall not be responsible or liable in any way for corruption to Data caused by a Third Party outside of Our control nor 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.

4.3 We shall provide You with an opportunity to provide Your feedback on the Transition Service in order to assist us with the development of the Strategic Service.

4.4 We will regularly monitor the use of the Transition Service by You for the purposes of audit, the resolution of any problems with the QCFSL as well as to improve the Transition Service.

4.5 The QCFSL 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 QCFSL. Further, We do not warrant that the QCFSL will be uninterrupted or error free or that any defects will be corrected.

4.6 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 (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 QCFSL.

5 Your responsibilities

5.1 You will:

Access the QCFSL only on the terms and conditions as set out under this Agreement; and

use reasonable endeavours to ensure that all Your Learners receive the Fair Processing Notice before their Data is added to the QCFSL

5.2 You will not:

use the Data for any other purposes than the Permitted Purposes;

5.3 You agree to input current, complete and accurate Data into the QCFSL.

5.4 You acknowledge that You will remain liable for any errors in the Data that You (including any Authorised Users) input into the QCFSL.

5.5 You are responsible for protecting the accuracy and confidentiality of all the Data You input into the QCFSL and for complying with all guidelines issued by Us from
time to time in order to prevent unauthorised access to the QCFSL. You agree to immediately notify the Service Desk should You become aware of any unauthorised use of the QCFSL.

5.6 You will not provide any inaccurate, misleading or false information to the LSC at any time in Your communications with Us or when you use the QCFSL.

5.7 You agree that in the event of any changes to the delivery of the QCFSL as part of either the Transition Service or Strategic Service including any procurement activity, you will reasonably cooperate with Us and any of Our appointed representatives.

5.8 You agree that any Data inputted by You onto the QCFSL can be disclosed by Us to a Third Party without your consent save that any such disclosure by Us will be in accordance with the Agreement.

6 Representatives and Notice

6.1 You will nominate a representative who will be the primary contact with Us for all matters relating to this Agreement and concerning the use of the QCFSL, and will communicate the identity of the representative (or his replacement) to the Service Desk.

6.2 You may change the representative from time to time by notifying the Service Desk in writing.

6.3 Your representative will be responsible for notifying the LSC of the individual(s) who will be Super-User(s).

6.4 Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and may be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax to the address and for the attention of the relevant Party. Any such notice shall be deemed to have been received:

6.4.1 If delivered personally or by pre-paid recorded delivery or registered post, at the time of delivery; or

6.4.2 In the case of fax, at the time of successful transmission,

Provided that if deemed receipt occurs before 9am on a working day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt
occurs after 5pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9am on the next working day. For the purpose of this clause 16.8, ‘working day’ means any day which is not a Saturday, a Sunday or a public holiday in England and Wales.

7 Data Submission and Credit Transfer

7.1 When submitting Data You must transfer it to Us by secure electronic transfer under the control of an Authorised User

7.2 We will validate the Data against Our published data standards before uploading the Data to the QCFSL. To the extent that the Data fails to comply with Our data standards, We will be entitled to reject the Data and to communicate to You the reasons for the rejection.

7.3 In the event that We reject Data, You will promptly seek to resolve the errors attributed to the Data notified by Us before resubmitting the Data for upload to the QCFSL and We will provide any necessary feedback on the success or failure of the transfer.

7.4 You may perform a Credit Transfer Query on the Data to assist you in deciding to make an award according to Your relevant rules of combination.

7.5 You may obtain reports through the functionality in the QCFSL to summarise the Data You have submitted to the QCFSL.

8 Access

8.1 You will ensure that only Authorised Users in Your organisation Access the QCFSL once their identity has been suitably verified.

8.2 Authorised Users must be given appropriate training to fulfil their working responsibilities and in security awareness to meet their obligations to maintain the confidentiality, integrity and availability of the QCFSL, and to be made aware of Your and/ or their obligations to maintain the confidentiality, privacy and security of the QCFSL as set out under the Computer Misuse Act 1990, DPA, Freedom of Information Act 2000, Human Rights Act 1998 and Regulation of Investigatory Powers Act 2000 together with any other applicable legislative, regulatory and good practice standards.

8.3 You shall be responsible for managing Your Authorised Users’ Access to the QCFSL in compliance with this Agreement.
8.4 Your Super-User shall provide Us with information (including name and email address) of personnel nominated as Authorised Users of the QCFSL.

8.5 The LSC shall separately provide such Authorised Users with password information in order for the Authorised Users to Access the QCFSL.

8.6 You must take all reasonable steps to ensure that You do not transmit viruses onto the QCFSL.

8.7 You shall ensure that all Data is protected in onscreen, print and other formats.

8.8 You must use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the requirements:

8.8.1 to ensure accuracy of content and compliance with privacy standards while using the QCFSL;

8.8.2 to protect the QCFSL from unauthorised access or use; and

8.8.3 not to breach this Agreement in any way.

8.9 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. You must ensure that any countermeasures recommended from such a review are implemented satisfactorily and are brought to our attention in writing within 14 days of the breach occurring.

8.10 You shall use reasonable endeavours to monitor the compliance of Authorised Users with the terms of this clause 8. In the event that You become aware of any unauthorised user or other breach of this Agreement, You must immediately notify the Service Desk and take all reasonable and appropriate steps, including necessary disciplinary action, both to ensure that such activity ceases and to prevent the recurrence of such activity in the future.

8.11 You shall keep complete and up-to-date records of all Authorised Users and their details of Access to the QCFSL.

9 Data Protection

9.1 You acknowledge that You are the data controller of the Data You have submitted to Us with responsibility to comply with the DPA.
9.2 As the data controller, You will:

9.2.1 ensure that Learners whose Data You input into the QCFSL are notified about the use of their Data through the use of a Fair Processing Notice;

9.3 In the event that any Learner objects to the use of their Data on the QCFSL, You will immediately inform the Service Desk.

9.3.1 In accessing Data that has been inputted onto QCFSL by another Awarding Organisation, You acknowledge that You are a data processor of such Data and will only use such Data to:

9.3.2 Support You in determining the potential award of qualifications to Learners;

9.3.3 Identify possible errors in the Data; and

9.3.4 Provide information, advice and guidance to Learners (together the “Permitted Purposes”).

9.4 You acknowledge that the LSC is a data processor of the Data and is responsible for implementing appropriate technical and organisational measures against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data. You confirm that the LSC may appoint service providers to assist in the provision of the Transition Service.

9.5 You acknowledge that any personal data (as defined under the DPA) stored on the QCFSL is considered under the Government Classification Scheme to be designated ‘PROTECT’ and accordingly that You are bound by duties in respect of such personal data to:

9.5.1 handle, use and transmit with care;

9.5.2 take basic precautions against accidental compromise, opportunist or deliberate attack; and

9.5.3 dispose of sensibly by destroying in a manner so as to make reconstruction unlikely.

9.6 You must 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).

10 Confidentiality

10.1 You undertake that You shall keep (and shall ensure that all Authorised Users and other staff keep) secret and confidential any information that is confidential by its nature, which has been communicated to You by the LSC under or in connection with this Agreement and Your Access to the QCFSL and You shall not disclose the same or any part of the same to any person whatsoever other than:

10.1.1 Your Authorised Users or other staff with a reasonable need to know such information, provided that before any disclosure takes place You shall ensure that each such member of staff is made aware of its confidential nature and is subject to undertakings of confidentiality no less onerous than those contained in this Agreement; or

10.1.2 where such disclosure is necessarily required under a legal obligation provided that You give us prior notice in writing of the fact and extent of such disclosure as soon as reasonably practicable.

10.2 The provisions of clause 10.1 shall not apply to any confidential information which You:

10.2.1 can prove was received from a Third Party without breach of any obligation of confidentiality owed to the LSC; and/or

10.2.2 which becomes public otherwise than through a breach of any obligation of confidentiality owed to the LSC by You.

10.3 Upon the occurrence of any actual, suspected or threatened misappropriation or misuse of the LSC’s confidential information You must immediately consult with Us to agree what steps shall be taken to prevent or terminate such misappropriation or misuse, and You shall take all steps as may be reasonably requested by Us, including the institution of legal proceedings. In addition You shall, upon our reasonable request, take such steps as We may require to enforce any confidentiality undertaking given by a member of Your staff including the initiation and prosecution of any legal proceedings and the enforcement of any judgment obtained.

10.4 The provisions of this clause 10 shall remain in force notwithstanding termination of this Agreement.
11 Incident Resolution

11.1 The Parties shall put in place procedures to work together constructively in the event of any problem arising with the functionality of the Transition Service.

11.2 In the event of a serious incident affecting the Transition Service which prevents You from Accessing the QCFSL or materially degrades Your ability to use the QCFSL, the respective representatives from both Parties shall form an Incident Response Group in order to deal with such an incident promptly and in good faith.

12 Governance

12.1 The Parties acknowledge that the Advisory Group, whose terms of reference are summarised in Schedule 4, has authority to determine questions of governance including information governance related to the Transition Service on behalf of Awarding Organisations.

12.2 Both Parties will comply with any rules agreed between the Advisory Group and Us from time to time including any rules established to record Your interaction with the Data for audit purposes.

12.3 Where requested by a Regulator, the Parties will work together in good faith to provide transparent information about the operation of the Transition Service to the Regulator.

13 Content on the QCFSL

13.1 You agree that any Intellectual Property in the QCFSL 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 clauses 1 and 13 of this Agreement.

13.2 You shall own any Intellectual Property in the information that You contribute to the QCFSL save where such Intellectual Property is already owned by a Third Party or is already the Intellectual Property of the LSC.

13.3 You are permitted to manage Authorised Users to search, view, retrieve and display Data. Authorised Users may save Data onto the System for administrative, scholarly or educational use only. You may not distribute any Data onto any electronic network other than the System.

13.4 You may not sell, rent, lease or otherwise make available any information
13.5 You are only entitled to use the information provided through the QCFSL in accordance with the terms of and for the purposes of this Agreement and must not use the information for any malicious, illegal or anti-social activity.

14 Suspension and Termination

14.1 The LSC may suspend the Transition Service and/or Your Access to the QCFSL immediately should the LSC reasonably consider that You have breached a provision of this Agreement or Your use of the Transition Service prejudices the LSC, an Awarding Organisation or the operation of the Transition Service.

14.2 In the event of a breach of this Agreement, We may notify You of appropriate remedial measures to prevent a further breach in which case You shall use reasonable efforts to implement such remedial measures without delay.

14.3 The LSC may terminate the Transition Service and/or Your Access to the QCFSL on three (3) months' prior written notice where the LSC is unable to continue to provide the Services.

14.4 In the event of termination of this Agreement, You shall:

- cease Access to the QCFSL;
- stop using the QCFSL; and
- securely destroy any information (including Data) sourced from the QCFSL.

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

14.6 Where Your Access to the Transition Service is suspended or terminated, the LSC hereby reserves the right to retain all Data that You inputted to the QCFSL.

14.7 The LSC may terminate the Transition Service and/or Your Access to the QCFSL forthwith by written notice where You are in material breach of the Agreement and having been requested by Us to remedy such breach within a stated period of days have failed without cause to do so. For the avoidance of doubt a series of lesser breaches may constitute a material breach of the Agreement.

14.8 The LSC may terminate the Transition Service and/or Your Access to the QCFSL
forthwith by written notice where You are, or appear to be insolvent.

14.9 For the avoidance of doubt, the LSC may take whatever action it reasonably deems necessary if it suspects or detects that You or any Authorised User are involved in any fraudulent or unlawful activity of any kind relating to the QCFSL. Such action may include suspending Your Access to the QCFSL and/ or terminating this Agreement.

15 **Warranties and Indemnities**

15.1 You warrant that:

15.1.1 You are an awarding organisation that has been recognised by a Regulator to operate as an awarding organisation within the Regulatory arrangements for the Qualifications and Credit Framework;

15.1.2 You will comply with Your obligations under this Agreement and all applicable legislation;

15.1.3 You will enter Data as expeditiously as possible into the QCFSL and keep Data accurate and up-to-date;

15.1.4 No misleading, defamatory or unlawful material or data will be uploaded into the QCFSL;

15.1.5 You will not permit any unauthorised Access to the QCFSL or unauthorised access or use of the Data; and

15.1.6 You have authority to enter into this Agreement.

15.2 You shall indemnify the LSC and keep the LSC fully and effectively indemnified against any and all losses, damages, expenses (including legal expenses) arising from any breach of the warranties in clause 15.1.

16 **Miscellaneous**

16.1 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.

16.2 In the event of any dispute between the Parties about this Agreement, the
Transition Service and/ or the QCFSL, 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 to nominated and agreed representatives of the Parties who will endeavour to find a resolution of such dispute.

Both Parties hereby agree that they shall in the first instance follow the escalation procedures described in the Service Charter as well as if necessary any mediation and arbitration procedures.

16.3 No waiver by a Party of any breach of this Agreement shall operate as a waiver of any subsequent or continuing breach.

16.4 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.

16.5 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.

16.6 Neither Party shall be entitled to assign this Agreement to another party save that the LSC may assign this Agreement to the Skills Funding Agency or another organisation that may succeed the LSC.

16.7 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.

16.8 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 Our duly authorised representative below indicates that We agree and accept the terms and conditions of this Agreement.

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>Name (please print)</td>
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<td>Position within organisation</td>
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<td>Date</td>
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<td>Position within organisation</td>
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<td>Date</td>
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Schedule 1

Fair Processing Notice

Fair Processing Notices (FPN's) are the mechanism by which individuals are informed about what will happen to the data collected about them and furthermore how that data will be processed and shared.

The use of layered FPN's has been recommend by the Information Commissioner as a means of ensuring that a balance is struck between providing too much or too little information.

Layered FPN's have 3 layers of notification. The “first layer” notice can be brief and to the point, providing only high level information, but enough that most people can make an informed decision that their information is being used correctly. The first layer will then point to a “second layer” notice that is quite often a web page, for example www.miap.gov.uk.

The second layer contains more detail about how and why personal information may be processed. It contains specific information on third party organisations that may have access to data and why it is required. It also provides further information for the individual to make contact with the data controller so that they may modify their consent, should they wish to do so.

The third layer includes the provision of more detailed information pertaining to legislation, regulations, policies and protocols.

Not all organisations who themselves, or have learners who, wish to make use of the QCF service, are covered by the FPN's issued by Learning Skills Council or the Department for Innovation, Universities and Skills. We have developed standard text to help inform these institutions developing their FPN.

Although making a learner aware that their data will be shared through QCF is the responsibility of the registering / enrolling institution and not LSC, it would be damaging to LSC’s reputation if a learners data was shared in a way that was considered ‘unfair’.

It will be the responsibility of individual organisations to show a learner the FPN as part of the enrolment/examination process.

LSC also recognises that it cannot be responsible for ensuring the learner looks at the FPN, as they did not issue it, are not collecting the data in the first instance and are not
managing any learner processes.

Standard Fair Processing Text

The Qualifications and Credit Framework (QCF) service is operated by the Learning Skills Council (LSC) for learners engaged within the QCF.

LSC offers a Service which stores learner Unit and Qualification achievements and supports an Awarding Organisation in its ability to make awards of Qualifications based on units awarded by other Awarding Organisations. The Service will also offer Learning Providers the ability to access an individual’s record of achievement for the purpose of providing advice and guidance.

All organisations that will have access to the information you provide are registered under the Data Protection Act 1998. At no time will your personal information be passed to organisations for marketing or sales purposes.

Individuals can opt-out of sharing QCF achievement data with those organisations listed in section 537A of the education act. Details of opting-out of data sharing can be found by telephoning the QCF service desk on 0870 267 0054.
Schedule 2

Mandatory Information

The following data items are mandatory for the submission of QCF achievement data to the QCFSL:

<table>
<thead>
<tr>
<th>Mandatory data fields</th>
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<tbody>
<tr>
<td>Record identification (ID) number (unique)</td>
</tr>
<tr>
<td>Unique Learner Number (ULN)</td>
</tr>
<tr>
<td>Provider Post Code</td>
</tr>
<tr>
<td>Provider Name</td>
</tr>
<tr>
<td>Unit/Qualification flag (Unit or Qualification)</td>
</tr>
<tr>
<td>Unit/Qualification code (as defined by Ofqual)</td>
</tr>
<tr>
<td>Date of award of achievement</td>
</tr>
<tr>
<td>Learner given name</td>
</tr>
<tr>
<td>Learner family name</td>
</tr>
<tr>
<td>Learner date of birth</td>
</tr>
<tr>
<td>Learner gender</td>
</tr>
</tbody>
</table>

Each Awarding Organisation will be assigned a unique number to be used when submitting Data. This number is assigned by Ofqual but will be notified to Awarding Organisations by the Service Desk.
## Awarding Organisation’s QCF Access Request Form

### System Access

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Telephone Number</th>
<th>Awarding Organisation</th>
<th>Awarding Organisation Number</th>
<th>QCF User</th>
<th>QCF Authorised</th>
<th>Add \ Remove Role</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Schedule 3

Awarding Organisation Registration Form (COPY - for information only)
<table>
<thead>
<tr>
<th>QCF User Approver Role</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allows you to manage users of the QCF system in your organization. It allows you to:</td>
</tr>
<tr>
<td></td>
<td>• create new QCF Authorised Users</td>
</tr>
<tr>
<td></td>
<td>• modify a user’s details</td>
</tr>
<tr>
<td></td>
<td>• user’s password</td>
</tr>
<tr>
<td></td>
<td>• delete a user</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Awarding Organisation Authorised Signatory</th>
<th>QCF Authorised Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Print Name</td>
<td>Print Name</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>SDE Incident Number</td>
</tr>
</tbody>
</table>
Schedule 4

Advisory Group Terms of Reference

The Advisory Group is the group responsible for ensuring that the Transition Service meets its legal and operational requirements. The Advisory Group’s Terms of Reference are summarised below:

<table>
<thead>
<tr>
<th>Name of Group/Committee</th>
<th>LSC Awarding Organisations (AO) Advisory Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date ToR agreed</td>
<td>January 2009</td>
</tr>
</tbody>
</table>

**Purpose**

- The purpose of the Advisory Group will be to provide a strategic forum and communication channel between Awarding Organisations and LSC on appropriate aspects of QCF implementation as well as appropriate wider aspects of Vocational Qualification Reform.
- The Advisory Group will seek to highlight, discuss and resolve any issues likely to hinder implementation of the QCF, providing a forum to develop joint solutions. In addition, it will manage the risks of unintended consequences arising from implementation.
- The Group is intended to provide a forum for Awarding Organisations to be engaged at the start of strategic development across appropriate aspects of LSC QCF implementation where it directly relates to the AO agenda.
- The Group will provide a feedback mechanism to the wider Awarding Organisation community about LSC priorities in implementing QCF, including Service Layer developments and their likely impact, and equally, it will provide LSC with relevant feedback from Awarding Organisations.
- The Advisory Group will focus primarily on QCF implementation, including the Service Layer and key policy areas.
- There may be a requirement to convene a sub group of the main Advisory Group to specifically focus on the more technical aspects of the Service Layer in order to regularly review and capture any changes in the requirements for Service Layer implementation.
- The Group will update LSC on any adverse and/or positive
| Priorities                                                                 | impacts that QCF implementation is having on different types of Awarding Organisations and their ability to provide services to learners and providers.  
|                                                                           | - The Group will make recommendations on potential solutions for any issues arising and suggest improvements that will benefit learners, providers and Awarding Organisations.  
|                                                                           | - Key issues, solutions and proposals will be captured and disseminated across the sector.  
|                                                                           | - As appropriate the Group may wish to discuss wider aspects of Vocational Qualification Reform, including sector qualification reform and the Foundation Learning Tier. |
| Membership                                                               | - The Advisory Group should be representative of all types of Awarding Organisations in terms of size, business model, types of qualifications provided and types of learners and providers that they work with. It is important that the Group covers the majority of the UK Awarding Organisations provision and is fully representative of the sector.  
|                                                                           | - It is intended that JCQ and FAB will consult with their members and propose an appropriate range of AO membership which will be agreed with the LSC. They will also suggest if there is a need for periodic change of members and how this will be implemented.  
|                                                                           | - It is suggested that the group will be composed of around twenty members to ensure wide representation, but retain a size suitable for a dynamic discussion forum.  
|                                                                           | - It is proposed that nominations for the Chair are to be discussed and agreed between FAB/JCQ and LSC in advance of the first meeting.  
|                                                                           | - The agreed membership and processes will be updated in the Terms of References when they are signed off at the first meeting. |
| Method of Working                                                        | - The Advisory Group will meet quarterly, unless there is a requirement to meet more frequently to align with key milestones in the QCF implementation (or specifically with regard to the QCF Service Layer).  
|                                                                           | - Additional meetings will be agreed between LSC and Awarding Organisations’ representative bodies if required.  
|                                                                           | - The agenda will be generated by LSC, agreed with FAB and JCQ and approved by the Chair, in advance of each meeting.  
|                                                                           | - LSC will contribute QCF updates, papers and other appropriate
QCF implementation information to reflect agreed agendas.

- Within LSC governance arrangements, issues raised by the Group will be escalated to the LSC QCF Implementation Group.
- Priorities will be regularly reviewed to reflect changes and priorities of the qualification reform and QCF implementation.
- Meetings will be held in London and Coventry.
Awarding Organisation Agreement

Copy Number Two
Qualifications and Credit Framework (QCF) Awarding Organisation Agreement

Between

THE LEARNING AND SKILLS COUNCIL

and
Awarding Organisation Agreement

This Agreement is made on ______ day of ______ 20____

Between the Learning and Skills Council, Cheylesmore House, Quinton Road, Coventry, CV1 2WT (“LSC”, “We”, “Us”, “Our”) and

The Awarding Organisation (as defined in section 2) (“You”, “Your”) on the following terms and conditions.

1 General

1.1 In consideration of the payment by You of £1 (receipt of which is hereby acknowledged) and Your compliance with Your obligations under this Agreement for use of the QCF Service Layer (“QCFSL”), the LSC shall provide to You the Interim Qualifications and Credit Framework Service Layer and grants You a limited non-exclusive non-transferable revocable licence to Access the QCFSL. By Accessing the QCFSL You agree to be bound by this Agreement. If You do not agree to this Agreement then You are not permitted to Access the QCFSL and should not attempt to do so.

1.2 This agreement covers services provided by the LSC for the benefit of Awarding Organisations, Providers and Learners so that:

1.2.1 You have a reliable source of information about Learner achievements as well as the ability to facilitate better risk management, prevent false claims of achievement and allow for statistical analysis; and

1.2.2 Learners receive a good quality, integrated and responsive service tracking the award of credits, units and qualifications.

1.3 The Parties acknowledge that the Transition Service is due to be replaced by the Strategic Service in 2010 and all functions and Data from the Transition Service shall be incorporated into the Strategic Service.

2 Definitions

2.1 The following definitions shall have the following meanings:
“Agreement” means this agreement between the LSC and You which includes the numbered Clauses together with the Schedules and any other documents which may be agreed in writing by the Parties as forming part of the Agreement;

“Access” means accessing, using, adding, modifying and updating applicable information in the QCFSL;

“Advisory Group” means the group set up to facilitate discussion and agreement on the Transition Service and Strategic Service which is comprised of appropriate representatives from the LSC and Awarding Organisations;

“Authorised User(s)” means authorised personnel within Your organisation who have standard access rights to the QCFSL;

“Awarding Organisation” means an organisation that has been recognised by a Regulator to operate as an awarding organisation within the Regulatory arrangements for the Qualifications and Credit Framework;

“Credit Transfer Query” means Your ability to check specific achievements for a Learner;

“Data” means credit, unit and qualifications achievement data including personal data (as defined under the DPA) about Learners;

“DPA” means the Data Protection Act 1998 (as amended);

“Fair Processing Notice” means the notice to be given to Learners about the use of their personal data on the QCFSL;

“FOIA” Means the Freedom of Information Act 2000 (as amended);

“Gateway” means the LSC’s online general security gateway portal;

“Gateway Agreement” means the agreement permitting access to the Gateway;

“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;
“Incident Response Group” Means a temporary group of representatives from the Parties as described in Clause 11.2

“Learners” means individuals who are awarded units of learning or qualifications by an Awarding Organisation;

“Mandatory Information” means the data fields as further described in Schedule 2 and as modified by agreement with the Advisory Group;

“Party” and “Parties” Means the LSC or You or both of us as the context of the Agreement may dictate;

“Permitted Purposes” means the purposes for using the Data as set out under this Agreement or as further agreed by Us;

“Provider(s)” means educational establishments providing training and teaching towards qualifications;

“Regulator(s)” means the Office of the Qualifications and Examination Regulator, 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;

“Sensitive Personal Data” means personal data (as defined under the DPA) about racial or ethnic origin, political opinions, religious beliefs, trade union membership, health, sexual life or commission or alleged commission of any offence;

“Service Desk” means the single LSC point of contact for problems or enquiries relating to use of the QCFSL (email: qcfservicedesk@lsc.gov.uk telephone: 0870 267 0054);

“Service Charter” means the document setting out the service levels upon which the LSC shall provide the Transition Service;

“Strategic Service” means the enhanced version of the Transition Service which shall include Learner access to the QCFSL due to be implemented during 2010;

“Super-User” means an Authorised User within Your organisation who shall have administrative rights to set up and manage additional Authorised Users;

“System” means Your secure computer network that is accessible only by Authorised Users;
“Third Party” means a person or organisation that is not a Party to the Agreement but is mentioned as a third party therein;

Transition Service means those services as described in Clause 4.1

“ULN” means the Unique Learner Number, a unique number assigned to each Learner through Managing Information Across Partners.

2.2 In the event of any conflict or question of interpretation between the various parts of the Agreement the numbered Clauses will take priority over the Schedules or any other parts of the Agreement.

2.3 For the avoidance of doubt, should there be any conflict between this Agreement and the Gateway Agreement this Agreement shall take precedence.

3 Changes to this Agreement

The LSC reserves the right from time to time to change this Agreement in which case We will notify Your representative of any changes. Your continued use of the QCFSL following fourteen (14) days after notification of any changes to this Agreement shall constitute Your acceptance of such changes.

4 Our responsibilities

4.1 Once you have entered into this Agreement the LSC shall:

Issue You with the Awarding Organisation Registration Form as set out in Schedule 3;

Provide You with the means to Access the QCFSL through the Gateway; and

Provide You with help and support for Your use of the QCFSL in accordance with the Service Charter.

(together, the “Transition Service”).

4.2 In providing You with the Transition Service, We shall use Our reasonable efforts to ensure that Data is not corrupted and is held securely. However, We shall not be responsible or liable in any way for corruption to Data caused by a Third Party outside of Our control nor 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.

4.3 We shall provide You with an opportunity to provide Your feedback on the Transition Service in order to assist us with the development of the Strategic Service.

4.4 We will regularly monitor the use of the Transition Service by You for the purposes of audit, the resolution of any problems with the QCFSL as well as to improve the Transition Service.

4.5 The QCFSL 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 QCFSL. Further, We do not warrant that the QCFSL will be uninterrupted or error free or that any defects will be corrected.

4.6 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 (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 QCFSL.

5 Your responsibilities

5.1 You will:

Access the QCFSL only on the terms and conditions as set out under this Agreement; and

use reasonable endeavours to ensure that all Your Learners receive the Fair Processing Notice before their Data is added to the QCFSL

5.2 You will not:

use the Data for any other purposes than the Permitted Purposes;

5.3 You agree to input current, complete and accurate Data into the QCFSL.

5.4 You acknowledge that You will remain liable for any errors in the Data that You (including any Authorised Users) input into the QCFSL.

5.5 You are responsible for protecting the accuracy and confidentiality of all the Data You input into the QCFSL and for complying with all guidelines issued by Us from
time to time in order to prevent unauthorised access to the QCFSL. You agree to immediately notify the Service Desk should You become aware of any unauthorised use of the QCFSL.

5.6 You will not provide any inaccurate, misleading or false information to the LSC at any time in Your communications with Us or when you use the QCFSL.

5.7 You agree that in the event of any changes to the delivery of the QCFSL as part of either the Transition Service or Strategic Service including any procurement activity, you will reasonably cooperate with Us and any of Our appointed representatives.

5.8 You agree that any Data inputted by You onto the QCFSL can be disclosed by Us to a Third Party without your consent save that any such disclosure by Us will be in accordance with the Agreement.

6 Representatives and Notice

6.1 You will nominate a representative who will be the primary contact with Us for all matters relating to this Agreement and concerning the use of the QCFSL, and will communicate the identity of the representative (or his replacement) to the Service Desk.

6.2 You may change the representative from time to time by notifying the Service Desk in writing.

6.3 Your representative will be responsible for notifying the LSC of the individual(s) who will be Super-User(s).

6.4 Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and may be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or fax to the address and for the attention of the relevant Party. Any such notice shall be deemed to have been received:

6.4.1 If delivered personally or by pre-paid recorded delivery or registered post, at the time of delivery; or

6.4.2 In the case of fax, at the time of successful transmission,

Provided that if deemed receipt occurs before 9am on a working day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt
occurs after 5pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9am on the next working day. For the purpose of this clause 16.8, ‘working day’ means any day which is not a Saturday, a Sunday or a public holiday in England and Wales.

7 Data Submission and Credit Transfer

7.1 When submitting Data You must transfer it to Us by secure electronic transfer under the control of an Authorised User

7.2 We will validate the Data against Our published data standards before uploading the Data to the QCFSL. To the extent that the Data fails to comply with Our data standards, We will be entitled to reject the Data and to communicate to You the reasons for the rejection.

7.3 In the event that We reject Data, You will promptly seek to resolve the errors attributed to the Data notified by Us before resubmitting the Data for upload to the QCFSL and We will provide any necessary feedback on the success or failure of the transfer.

7.4 You may perform a Credit Transfer Query on the Data to assist you in deciding to make an award according to Your relevant rules of combination.

7.5 You may obtain reports through the functionality in the QCFSL to summarise the Data You have submitted to the QCFSL.

8 Access

8.1 You will ensure that only Authorised Users in Your organisation Access the QCFSL once their identity has been suitably verified.

8.2 Authorised Users must be given appropriate training to fulfil their working responsibilities and in security awareness to meet their obligations to maintain the confidentiality, integrity and availability of the QCFSL and to be made aware of Your and/ or their obligations to maintain the confidentiality, privacy and security of the QCFSL as set out under the Computer Misuse Act 1990, DPA, Freedom of Information Act 2000, Human Rights Act 1998 and Regulation of Investigatory Powers Act 2000 together with any other applicable legislative, regulatory and good practice standards.

8.3 You shall be responsible for managing Your Authorised Users’ Access to the QCFSL in compliance with this Agreement.
8.4 Your Super-User shall provide Us with information (including name and email address) of personnel nominated as Authorised Users of the QCFSL.

8.5 The LSC shall separately provide such Authorised Users with password information in order for the Authorised Users to Access the QCFSL.

8.6 You must take all reasonable steps to ensure that You do not transmit viruses onto the QCFSL.

8.7 You shall ensure that all Data is protected in onscreen, print and other formats.

8.8 You must use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the requirements:

8.8.1 to ensure accuracy of content and compliance with privacy standards while using the QCFSL;

8.8.2 to protect the QCFSL from unauthorised access or use; and

8.8.3 not to breach this Agreement in any way.

8.9 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. You must ensure that any countermeasures recommended from such a review are implemented satisfactorily and are brought to our attention in writing within 14 days of the breach occurring.

8.10 You shall use reasonable endeavours to monitor the compliance of Authorised Users with the terms of this clause 8. In the event that You become aware of any unauthorised user or other breach of this Agreement, You must immediately notify the Service Desk and take all reasonable and appropriate steps, including necessary disciplinary action, both to ensure that such activity ceases and to prevent the recurrence of such activity in the future.

8.11 You shall keep complete and up-to-date records of all Authorised Users and their details of Access to the QCFSL.

9 Data Protection

9.1 You acknowledge that You are the data controller of the Data You have submitted to Us with responsibility to comply with the DPA.
9.2 As the data controller, You will:

9.2.1 ensure that Learners whose Data You input into the QCFSL are notified about the use of their Data through the use of a Fair Processing Notice;

9.3 In the event that any Learner objects to the use of their Data on the QCFSL, You will immediately inform the Service Desk.

9.3.1 In accessing Data that has been inputted onto QCFSL by another Awarding Organisation, You acknowledge that You are a data processor of such Data and will only use such Data to:

9.3.2 Support You in determining the potential award of qualifications to Learners;

9.3.3 Identify possible errors in the Data; and

9.3.4 Provide information, advice and guidance to Learners

(together the “Permitted Purposes”).

9.4 You acknowledge that the LSC is a data processor of the Data and is responsible for implementing appropriate technical and organisational measures against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data. You confirm that the LSC may appoint service providers to assist in the provision of the Transition Service.

9.5 You acknowledge that any personal data (as defined under the DPA) stored on the QCFSL is considered under the Government Classification Scheme to be designated ‘PROTECT’ and accordingly that You are bound by duties in respect of such personal data to:

9.5.1 handle, use and transmit with care;

9.5.2 take basic precautions against accidental compromise, opportunist or deliberate attack; and

9.5.3 dispose of sensibly by destroying in a manner so as to make reconstruction unlikely.

9.6 You must 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).

10 Confidentiality

10.1 You undertake that You shall keep (and shall ensure that all Authorised Users and other staff keep) secret and confidential any information that is confidential by its nature, which has been communicated to You by the LSC under or in connection with this Agreement and Your Access to the QCFSL and You shall not disclose the same or any part of the same to any person whatsoever other than:

10.1.1 Your Authorised Users or other staff with a reasonable need to know such information, provided that before any disclosure takes place You shall ensure that each such member of staff is made aware of its confidential nature and is subject to undertakings of confidentiality no less onerous than those contained in this Agreement; or

10.1.2 where such disclosure is necessarily required under a legal obligation provided that You give us prior notice in writing of the fact and extent of such disclosure as soon as reasonably practicable.

10.2 The provisions of clause 10.1 shall not apply to any confidential information which You:

10.2.1 can prove was received from a Third Party without breach of any obligation of confidentiality owed to the LSC; and/or

10.2.2 which becomes public otherwise than through a breach of any obligation of confidentiality owed to the LSC by You.

10.3 Upon the occurrence of any actual, suspected or threatened misappropriation or misuse of the LSC’s confidential information You must immediately consult with Us to agree what steps shall be taken to prevent or terminate such misappropriation or misuse, and You shall take all steps as may be reasonably requested by Us, including the institution of legal proceedings. In addition You shall, upon our reasonable request, take such steps as We may require to enforce any confidentiality undertaking given by a member of Your staff including the initiation and prosecution of any legal proceedings and the enforcement of any judgment obtained.

10.4 The provisions of this clause 10 shall remain in force notwithstanding termination of this Agreement.
11 Incident Resolution

11.1 The Parties shall put in place procedures to work together constructively in the event of any problem arising with the functionality of the Transition Service.

11.2 In the event of a serious incident affecting the Transition Service which prevents You from Accessing the QCFSL or materially degrades Your ability to use the QCFSL, the respective representatives from both Parties shall form an Incident Response Group in order to deal with such an incident promptly and in good faith.

12 Governance

12.1 The Parties acknowledge that the Advisory Group, whose terms of reference are summarised in Schedule 4, has authority to determine questions of governance including information governance related to the Transition Service on behalf of Awarding Organisations.

12.2 Both Parties will comply with any rules agreed between the Advisory Group and Us from time to time including any rules established to record Your interaction with the Data for audit purposes.

12.3 Where requested by a Regulator, the Parties will work together in good faith to provide transparent information about the operation of the Transition Service to the Regulator.

13 Content on the QCFSL

13.1 You agree that any Intellectual Property in the QCFSL 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 clauses 1 and 13 of this Agreement.

13.2 You shall own any Intellectual Property in the information that You contribute to the QCFSL save where such Intellectual Property is already owned by a Third Party or is already the Intellectual Property of the LSC.

13.3 You are permitted to manage Authorised Users to search, view, retrieve and display Data. Authorised Users may save Data onto the System for administrative, scholarly or educational use only. You may not distribute any Data onto any electronic network other than the System.

13.4 You may not sell, rent, lease or otherwise make available any information
You are only entitled to use the information provided through the QCFSL in accordance with the terms of and for the purposes of this Agreement and must not use the information for any malicious, illegal or anti-social activity.

14 Suspension and Termination

14.1 The LSC may suspend the Transition Service and/or Your Access to the QCFSL immediately should the LSC reasonably consider that You have breached a provision of this Agreement or Your use of the Transition Service prejudices the LSC, an Awarding Organisation or the operation of the Transition Service.

14.2 In the event of a breach of this Agreement, We may notify You of appropriate remedial measures to prevent a further breach in which case You shall use reasonable efforts to implement such remedial measures without delay.

14.3 The LSC may terminate the Transition Service and/or Your Access to the QCFSL on three (3) months' prior written notice where the LSC is unable to continue to provide the Services.

14.4 In the event of termination of this Agreement, You shall:

14.4.1 cease Access to the QCFSL;

14.4.2 stop using the QCFSL; and

14.4.3 securely destroy any information (including Data) sourced from the QCFSL.

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

14.6 Where Your Access to the Transition Service is suspended or terminated, the LSC hereby reserves the right to retain all Data that You inputted to the QCFSL.

14.7 The LSC may terminate the Transition Service and/or Your Access to the QCFSL forthwith by written notice where You are in material breach of the Agreement and having been requested by Us to remedy such breach within a stated period of days have failed without cause to do so. For the avoidance of doubt a series of lesser breaches may constitute a material breach of the Agreement.

14.8 The LSC may terminate the Transition Service and/or Your Access to the QCFSL
14.9 For the avoidance of doubt, the LSC may take whatever action it reasonably deems necessary if it suspects or detects that You or any Authorised User are involved in any fraudulent or unlawful activity of any kind relating to the QCFSL. Such action may include suspending Your Access to the QCFSL and/or terminating this Agreement.

15 Warranties and Indemnities

15.1 You warrant that:

15.1.1 You are an awarding organisation that has been recognised by a Regulator to operate as an awarding organisation within the Regulatory arrangements for the Qualifications and Credit Framework;

15.1.2 You will comply with Your obligations under this Agreement and all applicable legislation;

15.1.3 You will enter Data as expeditiously as possible into the QCFSL and keep Data accurate and up-to-date;

15.1.4 No misleading, defamatory or unlawful material or data will be uploaded into the QCFSL;

15.1.5 You will not permit any unauthorised Access to the QCFSL or unauthorised access or use of the Data; and

15.1.6 You have authority to enter into this Agreement.

15.2 You shall indemnify the LSC and keep the LSC fully and effectively indemnified against any and all losses, damages, expenses (including legal expenses) arising from any breach of the warranties in clause 15.1.

16 Miscellaneous

16.1 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.

16.2 In the event of any dispute between the Parties about this Agreement, the
Transition Service and/ or the QCFSL, 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 to nominated and agreed representatives of the Parties who will endeavour to find a resolution of such dispute.

Both Parties hereby agree that they shall in the first instance follow the escalation procedures described in the Service Charter as well as if necessary any mediation and arbitration procedures.

16.3 No waiver by a Party of any breach of this Agreement shall operate as a waiver of any subsequent or continuing breach.

16.4 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.

16.5 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.

16.6 Neither Party shall be entitled to assign this Agreement to another party save that the LSC may assign this Agreement to the Skills Funding Agency or another organisation that may succeed the LSC.

16.7 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.

16.8 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 Our duly authorised representative below indicates that We agree and accept the terms and conditions of this Agreement.

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>Name (please print)</td>
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<td>Position within organisation</td>
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<td>Date</td>
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Schedule 1

Fair Processing Notice

Fair Processing Notices (FPN's) are the mechanism by which individuals are informed about what will happen to the data collected about them and furthermore how that data will be processed and shared.

The use of layered FPN's has been recommend by the Information Commissioner as a means of ensuring that a balance is struck between providing too much or too little information.

Layered FPN's have 3 layers of notification. The “first layer” notice can be brief and to the point, providing only high level information, but enough that most people can make an informed decision that their information is being used correctly. The first layer will then point to a "second layer” notice that is quite often a web page, for example www.miap.gov.uk.

The second layer contains more detail about how and why personal information may be processed. It contains specific information on third party organisations that may have access to data and why it is required. It also provides further information for the individual to make contact with the data controller so that they may modify their consent, should they wish to do so.

The third layer includes the provision of more detailed information pertaining to legislation, regulations, policies and protocols.

Not all organisations who themselves, or have learners who, wish to make use of the QCF service, are covered by the FPN's issued by Learning Skills Council or the Department for Innovation, Universities and Skills. We have developed standard text to help inform these institutions developing their FPN.

Although making a learner aware that their data will be shared through QCF is the responsibility of the registering / enrolling institution and not LSC, it would be damaging to LSC’s reputation if a learners data was shared in a way that was considered ‘unfair’.

It will be the responsibility of individual organisations to show a learner the FPN as part of the enrolment/examination process.

LSC also recognises that it cannot be responsible for ensuring the learner looks at the FPN, as they did not issue it, are not collecting the data in the first instance and are not
managing any learner processes.

Standard Fair Processing Text

The Qualifications and Credit Framework (QCF) service is operated by the Learning Skills Council (LSC) for learners engaged within the QCF.

LSC offers a Service which stores learner Unit and Qualification achievements and supports an Awarding Organisation in its ability to make awards of Qualifications based on units awarded by other Awarding Organisations. The Service will also offer Learning Providers the ability to access an individual’s record of achievement for the purpose of providing advice and guidance.

All organisations that will have access to the information you provide are registered under the Data Protection Act 1998. At no time will your personal information be passed to organisations for marketing or sales purposes.

Individuals can opt-out of sharing QCF achievement data with those organisations listed in section 537A of the education act. Details of opting-out of data sharing can be found by telephoning the QCF service desk on 0870 267 0054.
Schedule 2

Mandatory Information

The following data items are mandatory for the submission of QCF achievement data to the QCFSL:

<table>
<thead>
<tr>
<th>Mandatory data fields</th>
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<tbody>
<tr>
<td>Record identification (ID) number (unique)</td>
</tr>
<tr>
<td>Unique Learner Number (ULN)</td>
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<tr>
<td>Provider Post Code</td>
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<tr>
<td>Provider Name</td>
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<tr>
<td>Unit/Qualification flag (Unit or Qualification)</td>
</tr>
<tr>
<td>Unit/Qualification code (as defined by Ofqual)</td>
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<tr>
<td>Date of award of achievement</td>
</tr>
<tr>
<td>Learner given name</td>
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<tr>
<td>Learner family name</td>
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<tr>
<td>Learner date of birth</td>
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<tr>
<td>Learner gender</td>
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Each Awarding Organisation will be assigned a unique number to be used when submitting Data. This number is assigned by Ofqual but will be notified to Awarding Organisations by the Service Desk.
Schedule 3

Awarding Organisation Registration Form (COPY - for information only)

**Awarding Organisation’s QCF Access Request Form**

**System Access**

<table>
<thead>
<tr>
<th>Name</th>
<th>E-mail Address</th>
<th>Telephone Number</th>
<th>Awarding Organisation</th>
<th>Awarding Organisation Number</th>
<th>QCF User Access</th>
<th>QCF Authorised</th>
<th>Add / Remove Role</th>
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Awarding Organisation Agreement

Version 7 – 27 May 2009

Public Document
<table>
<thead>
<tr>
<th>QCF User Approver Role</th>
<th>Function</th>
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<tbody>
<tr>
<td></td>
<td>Allows you to manage users of the QCF system in your organization. It allows you to:</td>
</tr>
<tr>
<td></td>
<td>• create new QCF Authorised Users</td>
</tr>
<tr>
<td></td>
<td>• modify a user’s details</td>
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<tr>
<td></td>
<td>• user’s password</td>
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<tr>
<td></td>
<td>• delete a user</td>
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<table>
<thead>
<tr>
<th>Awarding Organisation Authorised Signatory</th>
<th>QCF Authorised Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Print Name</td>
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<tr>
<td>Date</td>
<td>Date</td>
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<td>SDE Incident Number</td>
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### Schedule 4

**Advisory Group Terms of Reference**

The Advisory Group is the group responsible for ensuring that the Transition Service meets its legal and operational requirements. The Advisory Group's Terms of Reference are summarised below:

<table>
<thead>
<tr>
<th>Name of Group/ Committee</th>
<th>LSC Awarding Organisations (AO) Advisory Group</th>
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<tbody>
<tr>
<td>Date ToR agreed</td>
<td>January 2009</td>
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**Purpose**

- The purpose of the Advisory Group will be to provide a strategic forum and communication channel between Awarding Organisations and LSC on appropriate aspects of QCF implementation as well as appropriate wider aspects of Vocational Qualification Reform.
- The Advisory Group will seek to highlight, discuss and resolve any issues likely to hinder implementation of the QCF, providing a forum to develop joint solutions. In addition, it will manage the risks of unintended consequences arising from implementation.
- The Group is intended to provide a forum for Awarding Organisations to be engaged at the start of strategic development across appropriate aspects of LSC QCF implementation where it directly relates to the AO agenda.
- The Group will provide a feedback mechanism to the wider Awarding Organisation community about LSC priorities in implementing QCF, including Service Layer developments and their likely impact, and equally, it will provide LSC with relevant feedback from Awarding Organisations.
- The Advisory Group will focus primarily on QCF implementation, including the Service Layer and key policy areas.
- There may be a requirement to convene a sub group of the main Advisory Group to specifically focus on the more technical aspects of the Service Layer in order to regularly review and capture any changes in the requirements for Service Layer implementation.
- The Group will update LSC on any adverse and/or positive
### Priorities

- Impacts that QCF implementation is having on different types of Awarding Organisations and their ability to provide services to learners and providers.
- The Group will make recommendations on potential solutions for any issues arising and suggest improvements that will benefit learners, providers and Awarding Organisations.
- Key issues, solutions and proposals will be captured and disseminated across the sector.
- As appropriate, the Group may wish to discuss wider aspects of Vocational Qualification Reform, including sector qualification reform and the Foundation Learning Tier.

### Membership

- The Advisory Group should be representative of all types of Awarding Organisations in terms of size, business model, types of qualifications provided and types of learners and providers that they work with. It is important that the Group covers the majority of the UK Awarding Organisations provision and is fully representative of the sector.
- It is intended that JCQ and FAB will consult with their members and propose an appropriate range of AO membership which will be agreed with the LSC. They will also suggest if there is a need for periodic change of members and how this will be implemented.
- It is suggested that the group will be composed of around twenty members to ensure wide representation, but retain a size suitable for a dynamic discussion forum.
- It is proposed that nominations for the Chair are to be discussed and agreed between FAB/JCQ and LSC in advance of the first meeting.
- The agreed membership and processes will be updated in the Terms of References when they are signed off at the first meeting.

### Method of Working

- The Advisory Group will meet quarterly, unless there is a requirement to meet more frequently to align with key milestones in the QCF implementation (or specifically with regard to the QCF Service Layer).
- Additional meetings will be agreed between LSC and Awarding Organisations’ representative bodies if required.
- The agenda will be generated by LSC, agreed with FAB and JCQ and approved by the Chair, in advance of each meeting.
- LSC will contribute QCF updates, papers and other appropriate
<table>
<thead>
<tr>
<th>QCF implementation information to reflect agreed agendas.</th>
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<tbody>
<tr>
<td>• Within LSC governance arrangements, issues raised by the Group will be escalated to the LSC QCF Implementation Group.</td>
</tr>
<tr>
<td>• Priorities will be regularly reviewed to reflect changes and priorities of the qualification reform and QCF implementation.</td>
</tr>
<tr>
<td>• Meetings will be held in London and Coventry.</td>
</tr>
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</table>