

Interchange agreement

OCR Interchange Service Agreement

This agreement sets out the rights and obligations of the customer (“You”) and Oxford Cambridge and RSA Examinations (“We, Us, Our”) in connection with Your use of the OCR Interchange Service (“The Service”). All the terms and conditions of this agreement are legally binding, so please read them through carefully before You sign.

This agreement:

- Replaces all earlier terms and conditions relating to The Service except to the extent that We advise You otherwise; and
- Is in addition to the terms of business that apply to all dealings with OCR

OCR standard terms of trading require payment with entry. Where credit terms have been agreed, payment is strictly Net 28 days.

For the avoidance of doubt, the completion of the attached application form by You will not bind Us contractually. This agreement shall be effective on and from the date that We issue a Password to You.

1 The basis on which You may use The Service

1.1 This agreement

By signing this agreement, You agree that The Service will be available for all information relating to Your Centre.

1.2 Criteria for using The Service

In order to use The Service, You must:

- Be an approved Centre for the appropriate qualification
- Be registered with Us for the use of The Service

1.3 Approved Centres

Approval for one qualification does not automatically guarantee full OCR Centre approval. For general qualifications, e.g. GCE and GCSE, You need to have general qualification approval. For vocational qualifications, e.g. Functional Skills or OCR Nationals, You need approval for each scheme.

1.4 Authorised users

The Interchange System Administrator may appoint authorised users for the purpose of accessing and using The Service on Your behalf. You will be responsible for the conduct of such authorised users in respect of The Service and Your obligations and rights under this agreement will apply to any authorised users so that any act or omission of such authorised users will be deemed to be Your act or omission.

2 Following Our instructions

2.1 User Guidance

User Guidance might be made available to You on the operation of The Service. You must follow all the relevant User Guidance whenever You access and operate The Service.

2.2 Changes to the Service

We may inform You from time to time about changes to the way You may access or operate The Service. You must implement all such changes promptly.

3 Your responsibilities for security

3.1 Security measures

To ensure that You are able to access and give instructions on Your data using The Service, You must ensure that all individuals (including authorised users appointed under 1.4 above) who access or use The Service via Your Centre comply with the following security measures:

- You must not allow anyone else to operate The Service on their behalf
- You must not leave Your System unattended whilst online to The Service
- You must not allow anybody to use or copy Your Password or get access to The Service pretending to be You or another authorised user
- You must take any other requirements designed to protect the security of Your use of The Service that are provided to You

3.2 Your Security Codes

To enable You to use The Service, We will give You a unique user identification code and Password (“Security Codes”). These are Your Security Codes and both will be used to identify You whenever You access the Service.

You must change Your Password each time that You are required to do so by Us.

You must take all reasonable steps to ensure that any Password stays secret. You must not disclose any details of any Password to any other person (even within Your Centre, or to an OCR staff member). The only exception to this rule is that each time that You access The Service, You must input Your Password (or any part of it that is requested) when prompted to do so by The Service’s access procedures.

If You discover, or suspect that any Password is known to someone else, You must immediately notify Us by calling **01223 553998** (or any other number We may let You have from time to time for this purpose).

We may suspend Your use of The Service until We have set up a new Password.

3.3 Checking Your Centre data

If You become aware of any transaction relating to Your Centre that has not been validly authorised by You or data You believe to be incorrect, You must notify Us immediately by

calling **01223 553998** (or any other number We may let You have from time to time for this purpose) or emailing **general.qualifications@ocr.org.uk**

4 Data protection obligations

4.1 You must inform individuals who provide personal data of the purposes for which data is intended to be processed by Us. You must also obtain the consent of any individuals who provide personal data to the processing of their personal data by Us.

5 Your authority to Us to carry out Your instructions

5.1 Identification

You agree that the use of the Security Codes agreed between Us and You for The Service is adequate identification of You. We are therefore entitled to act on Your electronic instructions without obtaining any further written or other confirmation from You and even if those instructions are not actually given or authorised by You.

5.2 Your liability for unauthorised instructions

You are responsible for the inputting of data and We accept no responsibility for data incorrectly input.

5.3 Acting on Your instructions

You must not use the Service to create an unauthorised instruction and We are entitled to refuse to accept such an instruction. If an unauthorised instruction is created,

We may take any action We think fit. We may, when We believe We are justified in doing so:

- Refuse to carry out any and all instructions given via The Service
- Insist on written confirmation of a particular instruction
- Take such steps as We deem appropriate with regards to the data

OCR shall not be responsible for any loss incurred by You as a result of such actions.

6 The Service

6.1 Accessing The Service

Each time that You access The Service this will be through a web browser. It is Your responsibility to ensure that Your system can access The Service. You shall indemnify Us in the event that Your use of The Service in any way corrupts OCR's systems.

6.2 Protection against viruses

You must ensure that any computer or other device through which You access The Service is free of any computer virus, adequately maintained in every way and is protected against acquiring a virus. You shall have in place the latest version of commercially available virus detection. You will be liable for any loss sustained by Us as a result of a virus introduced by You into The Service.

6.3 Ownership rights

By supplying You with the Security Codes, We are granting You access to The Service for the purpose of The Service only and for no other purpose. Any and all other information supplied to You in connection with The Service belongs to Us. You must not:

- Use them except in connection with operating The Service
- Take copies, sell, assign, lease, license or otherwise transfer to any third party
- Try to decompile, reverse engineer, input, compile or change in any way any of the website

6.4 Controlled assessment

Where controlled assessment material is provided to You through The Service it must be stored securely at all times. It must not be made available to candidates in advance of the date and time specified in the assessment material and/or in the subject specification.

7 The extent of Our liability for Your loss or damage

7.1 Our instructions

We shall not be liable to You for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by You which are incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from their late or non-arrival or from any other fault of Yours.

7.2 **Prioritisation of Your requests**
In connection with clause 7.1, The Service has no facility for You to let Us know that it is especially important to You that an instruction is carried out by a particular time. If You need to be completely certain that an instruction has reached Us and that it will be carried out by a particular time, You must speak to OCR staff by calling **01223 553998**

7.3 **Our liability**
Except in respect of death or personal injury caused by Our negligence, or as expressly provided in these terms and conditions, We shall not be liable to You by reason of any representation (unless fraudulent), or breach of any implied warranty, condition or other term, or any duty at common law, or under the express terms of this contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Us, Our servants or agents or otherwise) which arise out of or in connection with this contract. This includes (but is not limited to) loss or damage resulting from:

- An incompatibility between Your System and The Service
- Any circumstances beyond Our control that leads either to The Service being totally or partially unavailable or to instructions given via The Service not being acted upon promptly or at all

- You relying on any information provided as part, or by means of, The Service
- Any misuse of Your System by You or anyone else
- Any access to Your data that is obtained by a third party as a result of Your using The Service (except where that access is obtained as a result of Our negligence or wilful default)

7.4 **Exclusions**
Save as provided in Clause 6 above, all warranties, representations, liabilities and obligations express or implied are hereby excluded by Us to the fullest extent permitted by law.

8 **Service availability**

The Service will usually be available for use 24 hours a day. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond Our control may mean it is not always possible for The Service to be available during its normal operating hours.

9 **Ending Your use of The Service**

9.1 **Your cancellation of The Service**
You may cancel Your use of The Service at any time by:

- Writing to the address at the end of this agreement on centre-headed paper
- Emailing general.qualifications@ocr.org.uk

- 9.2 **Our ending of The Service**
In connection with The Service, We are entitled at any time to:
- Change the mode of operation or the facilities available
 - End The Service
 - End or suspend Your use of The Service or to vary access at any time.

OCR shall not be responsible for any costs incurred by You as a result of ending The Service

- 9.3 **Notice**
If We decide to change or end The Service, We will try to give You 7 days notice, or whatever shorter notice period may be reasonable in the circumstances.

10 **Our right to make changes to this agreement**

We have the right to change the terms of this agreement at any time by giving You notice either in writing or by sending You a message to that effect via The Service.

11 **The validity of the terms of this agreement**

If any, or part, of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms in any way.

12 **Communication between Us**

- 12.1 **Contacting Us**
Except for situations where this agreement refers to Your giving Us notice by telephone or email, You must give Us any other formal notices in connection with The Service in writing (in hard copy form) to OCR Customer Admin Support Team, Progress House, Westwood Way, Coventry, CV4 8JQ (or any other address We may let You have from time to time for this purpose).

- 12.2 **Contacting You**
If We need to send You a notice, We will use the address You have given Us most recently in connection with Your Centre.

13 **General**

This agreement is governed by English law. Both parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute.

OCR Interchange Agreement Form

Centre Details

Centre Number

Centre Name

Interchange System Administrator* details

** The Interchange System Administrator controls Interchange access within Your Centre(s). They can add new users, remove existing users, control access levels and security and reset user passwords. This role will often be carried out by the Exams Officer. If the System Administrator changes in Your Centre, please complete a new agreement form.*

First Name

Last Name

Email Address

Anonymous email accounts such as Hotmail and Yahoo are not allowed for security reasons.

Declaration

Our Centre will adhere to all of the terms and conditions of the OCR Interchange Agreement.

Name

Authorised to sign for and on behalf of Our Centre

Signature

Date of Application

Please return completed form to: OCR Customer Admin Support Team, Westwood Way, Coventry CV4 8JQ.
Please fax this form to: 024 76 496508

www.ocr.org.uk

OCR Customer Admin Support Team

Vocational Qualifications

Telephone 024 76 851509

Facsimile 024 76 421944

Email vocational.qualifications@ocr.org.uk

General Qualifications

Telephone 01223 553998

Facsimile 01223 552627

Email general.qualifications@ocr.org.uk

Head Office

1 Hills Road, Cambridge CB1 2EU

Telephone 01223 552552

Facsimile 01223 552553

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www.ocr.org.uk

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