

Terms and Conditions for OCR Interchange and Secure Websites

These terms and conditions set out the rights and obligations of the Centre (“You” “Your”) and Oxford Cambridge and RSA Examinations (“We”, “Us”, “Our”) in connection with Your use of the OCR Interchange and secure websites , secure.ocr.org.uk, ocr.surpass.com (“The Service”). All the terms and conditions are legally binding so please read them through carefully before accepting.

These terms and conditions:

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

The completion of the attached application form by You will not bind Us contractually. These terms shall be effective on and from the date that We issue a password to You.

1. The Service

OCR Interchange and secure websites (secure.ocr.org.uk, ocr.surpass.com) are free secure websites offering a variety of services for exams officers, teachers and assessors. These range from the ability to carry out day-to-day administrative functions to accessing and downloading assessment materials.

2. The Basis on Which You May Use The Service

- 2.1 In order to use The Service, You must be an approved OCR Centre for the appropriate qualification and be registered with Us for the use of The Service or a person who has been authorised by OCR to access The Service.
- 2.2 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.
- 2.3 When accessing and/or downloading assessment materials from The Service You must at all times comply with all notices, terms and conditions and third party restrictions applicable to the assessment materials on The Service
- 2.4 You agree to ensure that any details with which you supply to us through The Service are accurate and to let us know promptly if any of the details which you have supplied to us about you change.
- 2.4 Accessing The Service

Each time You access The Service will be a through an up- to- date web browser. The browsers we support for Interchange are Internet Explorer and Chrome. For the secure websites Chrome, Safari and Firefox are supported. It is Your responsibility to ensure that Your system can access The Service. Each time you access the Service you agree:

2.4.1 not to use the Service in such a way that disrupts, interferes with or restricts the use of the Service by other third party users;

2.4.2 to ensure that any materials uploaded, displayed or transmitted by you through or to the Site are not false, offensive, defamatory, threatening, obscene, unlawful, are free of viruses and do not breach or infringe the rights of any persona anywhere in the world and you waive any moral rights in respect of any such materials;

2.4.3 not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of The Service nor attempt to transmit to or via the Service any information that contains a virus, worm, Trojan horse or other harmful or disruptive component;

2.4.4 not to send 'spam' email or any unsolicited correspondence which is unrelated to the business of OCR to any addresses made available on The Service; and

2.4.5 not to change, modify, delete interfere with or misuse data contained on The Service entered by or relating to any third party user of the Service.

2.5 Authorised Users in a Centre

You must appoint a System Administrator to control access within Your Centre. The 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 Your authorised users in respect of The Service and Your obligations and rights under these terms and conditions will apply to Your authorised users so that any act or omission of such authorised users will be deemed to be Your act or omission.

3. Links

3.1 The Service may include hypertext links to third party web sites. OCR accepts no responsibility and can give no warranties, guarantees or representation in respect of, the content or availability of material of any third party site.

3.2 You may not create any hypertext link to The Service or embed the Service in other websites.

4. Following Our Instructions

4.1 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.

4.2 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.

5. Security

5.1 Authorised users must:

- not allow anyone else to operate The Service on their behalf;
- not leave Your system unattended whilst logged in to The Service;
- not allow anybody to copy Your password or get access to your account in The Service by pretending to be You or another authorised user;
- You are responsible for ensuring that devices in your use have access blocked by an automatic password protected screen saver, or by manually locking access to the device when left unattended. You must take all reasonable steps to protect the security of Your use of The Service.

5.2 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 You are required to do so by Us.
- You must take all reasonable steps to ensure that any password stays confidential. You must not disclose any details of any password to any other person (even within Your Centre, or to an OCR member of staff). The only exception to this rule is that each time 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 for this purpose). We may suspend Your use of The Service until We have set up a new password.
- 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 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, licence or otherwise transfer to any third party or try to decompile, reverse engineer, input, compile or change in any way any of the website and data.

5.3 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.

5.4 Protection against Viruses

You must ensure that any computer or other device through which You access The Service is free from 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 End Point Protection.

6. Data Protection and Privacy

Use of personal data is in accordance with Our Data Protection and Privacy statements available on the OCR website at www.ocr.org.uk.

7. Your Authority to Us to Carry out Your Instructions

7.1 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 confirmation or other confirmation from You and even if those instructions are not actually given or authorised by You.

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

7.3 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 including but not limited to:

- Refusing to carry out any and all instructions given via The Service
- Insisting on written confirmations of particular instructions
- Taking 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.

8. Our Liability

8.1 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 these express terms and conditions, for all 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)

8.2 Save as provided in clause 7 above all warranties, representations, liabilities and obligations express or implied are hereby excluded by Us to the fullest extent permitted by law.

8.3 Your Liability

You shall indemnify Us in the event that Your use of The Service in any way corrupts Our systems. You will be liable for any loss sustained by Us as a result of a virus introduced by You into The Service.

9. 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.

10. Ending The Service

10.1 You may cancel Your use of The Service at any time by writing to the address at the end of this agreement or by emailing general.qualifications@ocr.org.uk. Should You cancel Your use of the Service you will no longer be an approved OCR Centre.

10.2 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

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

10.4 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.

11. Our right to make changes to these terms and conditions

We have the right to change these terms and conditions at any time by giving You notice either in writing or by sending You a message to that effect via The Service. Should you cancel Your use of the Service You will no longer be an approved OCR Centre.

12. The validity of the these terms and conditions

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

13. Communication between Us

13.1 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 Support Centre, Progress House, Westwood Way, Coventry CV4 8JQ (or any other address We may let You have from time to time for this purpose).

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

14. 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.

Centre Details

Centre Number

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Centre Name

Interchange Centre Administrator* details

**The Interchange Centre 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 application form.*

First Name

Last Name

Email Address

Personal email addresses such as Hotmail and Gmail are not acceptable.

Functional Skills: *If you offer OCR's reformed Functional Skills, please confirm here. We will also give you/your centre administrator access to the secure sites, secure.ocr.org.uk, ocr.surpass.com where you will make Functional Skills entries and submissions.*

Yes

Declaration

Our centre will adhere to all of the terms and conditions of the OCR Service

Name

Authorised to sign for and on behalf of our centre

Signature

Date of Application