



SQA Connect Access Agreement

This is an Agreement between:

SCOTTISH QUALIFICATIONS AUTHORITY, a non-departmental public body which currently has its principal offices at 24 Wester Shawfair, Dalkeith, Midlothian EH22 1FD and at The Optima Building, 58 Robertson Street, Glasgow G2 8DQ ("**SQA**"), and

("you")

(please insert the full name and principal address of your organisation)

01 Background

SQA Connect is the name used to describe the extranet facility provided by SQA. SQA Connect supports a range of services that support centres offering SQA qualifications and services. Centres will have access to those SQA Connect services that support their needs and delivery of SQA qualifications. New services will be added to SQA Connect periodically and will be added to a centre's account as appropriate.

02 Responsibilities

SQA

SQA agrees to:

1. set up an administrator account for your use;
2. provide you with basic installation guidance; and
3. provide you with appropriate user guidance.

The administrator account may be used solely by your SQA Connect administrator to access SQA Connect and create user accounts for relevant personnel within your organisation who need to use SQA Connect (and for such other purposes as SQA from time to time otherwise expressly agrees in writing).

Guidance provided by SQA covers installation, connection and use of SQA Connect.

Your organisation

You are responsible for the following:

1. The provision of suitable computer equipment and Internet access
2. Installation and configuration of any necessary software
3. Maintaining adequate user security
4. Exercising proper control over use of information made available via SQA Connect
5. Creating and maintaining user accounts
6. Providing user training

03 Conditions of use

You agree to:

- ensure that every person who accesses or otherwise uses SQA Connect via your administrator account or via any user account created using your administrator account:
 - uses SQA Connect solely for the purpose of accessing the appropriate services which the centre has authorised that person to use;
 - is adequately trained;
 - does not do anything which could reasonably be expected to damage, disable, overburden, or materially impair SQA Connect or which is likely to interfere with any other party's use of SQA Connect;
 - uses SQA Connect strictly in compliance with the eight data protection principles specified in Schedule 1 of the Data Protection Act 1998; and
 - complies with all terms and conditions applicable to the services which are from time to time published by SQA (in the event of any conflict between those terms and conditions and any provision in this Agreement, those terms and conditions shall prevail);
- maintain adequate security arrangements to ensure that only authorised users can access SQA Connect accounts allocated to or by you, including, without limitation, by ensuring that on the relevant device(s) or network used to access SQA Connect:
 - there are adequate security access restrictions (either a network login or a power on password);
 - anti-virus software is installed and maintained;
 - the 'save password' facility for Internet passwords is disabled; and
 - regular password changes are undertaken; and
- on reasonable notice and during normal working hours, provide the agents and regulators of SQA with access to such of your offices, computers and information as are used in connection with SQA Connect and make available any users and administrators of SQA Connect accounts to answer any reasonable enquiries for the purpose of verifying your compliance with this Agreement.

04 Liability

SQA's liability

SQA does not restrict its liability (if any) for:

- personal injury or death resulting from its negligence;
- fraud committed by it; nor
- any other matter which it would be illegal to limit or to attempt to restrict.

You use SQA Connect entirely at your own risk. SQA excludes all other liability and responsibility for any amount or kind of loss or damage arising in connection with SQA Connect (even if SQA has been advised of their possibility.) For the avoidance of doubt:

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- SQA makes no guarantee that SQA Connect will be error-free, timely, reliable, entirely secure, virus-free or available, especially since use is dependent on the reliability of the Internet and your own access device or PC.
- SQA excludes all liability for errors or omissions in any materials made available via SQA Connect, including, without limitation, any materials from associated services.
- SQA excludes liability for breach of any conditions implied by law (including without limitation any conditions of accuracy, security, completeness, satisfactory quality, fitness for purpose, non-infringement of intellectual property or other proprietary rights and the use of reasonable care and skill) which but for this Agreement might have effect in relation to SQA Connect or in relation to any material made available to you via SQA Connect.
- In no event will SQA be liable to you for loss of profit, indirect or consequential damages.

Your liability

You agree to indemnify SQA and to keep SQA indemnified from and against any and all liabilities, losses, awards, damages, costs, demands, legal fees, professional costs and other expenses of any nature (together with any VAT payable thereon) howsoever incurred arising out of or in connection with any direct or indirect breach of this Agreement by you.

05 Duration

Suspension

SQA may suspend your access to SQA Connect from time to time to carry out maintenance and support work and to investigate unauthorised use. SQA excludes all liability for interruption resulting from the use or inaccessibility of SQA Connect.

Termination

This Agreement may be terminated immediately by either party giving the other written notice.

SQA reserve the right, at its sole discretion to close any administrator or user account(s) allocated to or by you without notice.

06 General contract matters

This Agreement describes the entire agreement between you and SQA regarding the subject matter hereof and supersedes any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

SQA reserves the right to amend this Agreement from time to time by providing you with written notice of any changes: if you do not accept the changes, you must terminate this Agreement by giving written notice to SQA within **7 days** of receiving notice of the change, else the changes shall be deemed to have effect. This Agreement may not otherwise be changed without SQA's written consent.

If either you or SQA ignore any breach of this Agreement, it doesn't mean that any further breach cannot be enforced.

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This Agreement shall be governed by and interpreted in accordance with Scots law. If any party wants to take court proceedings in relation to SQA Connect, it may do so in Scotland. You are responsible for compliance with any applicable laws of the country from which you use or otherwise access SQA Connect.

07 Your SQA Connect Administrator

Please nominate an SQA Connect Administrator for your centre

Name _____
Work Email _____
Tel No _____
SQA Centre No _____

08 Signatories

For you

Signature

must be signed by Head of Centre or a Delegated Representative with the appropriate authority to sign on behalf of the centre.

Name _____

Designation _____

Work Email _____

Date _____

Please return a signed copy of this form to:

SQA Connect Officer
SQA
The Optima Building
58 Robertson Street
Glasgow
G2 8DQ

Or e-mail the form to sqaconnect@sqa.org.uk (an electronic signature is required).

(FOR SQA USE ONLY)

For SQA

Signature

Name _____

Designation _____

Email _____

Date _____